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STATE OF MISSOURI
RECORDS & COURTS COMMISSION
OFFICE OF THE CLERK

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DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS OF SAVANNAH RIDGE

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RECORDED
BY THE CLERK OF RECORDS
DIRECTOR OF RECORDS

THIS DECLARATION, made on the date hereinafter set forth, by
Savanna Development, Inc., a Missouri corporation, hereinafter referred to as
"Declarant".

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WITNESSETH:

WHEREAS, Declarant is the owner of certain property in Lee's Summit,
Jackson County, Missouri, which is more particularly described as:

(See attached Exhibit A)

WHEREAS, Declarant will convey property subject to certain protective
covenants, conditions, restrictions, liens and charges hereinafter set forth;
and

WHEREAS, the Declarant desires to provide for the preservation and
enhancement of property values, amenities and opportunities in a planned
community to be developed in the aforesaid area, and for the maintenance of
properties and improvements thereon, and to this end desires to subject the
real property heretofore described, together with such additions as may
hereafter be made thereto, to the covenants, restrictions, easements,
charges and liens hereinafter set forth, each and all of which is and are for
the benefit of said property and each owner thereof; and

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WHEREAS, the Declarant has deemed it desirable, for the efficient preservation of the environment, values and amenities in said community, to create an agency to which should be delegated and assigned the powers of owning, maintaining and administering the community properties and facilities, and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created, and promoting the recreation, health, safety and welfare of the residents; and

WHEREAS, the Declarant has incorporated under the laws of the State of Missouri the Savannah Ridge Property Owners Association, Inc., a not-for-profit corporation for the purpose of exercising the functions aforesaid; and

NOW, THEREFORE, the Declarant declares that all the property described above shall be held, sold and conveyed, subject to the following easements, restrictions and conditions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the real property. These easements, covenants, restrictions and conditions shall run with the real property and shall be binding on all other parties having or acquiring any right, title or interest in the described properties or in any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE I
DEFINITIONS

Section 1. "Association" shall mean and refer to the Savannah Ridge Property Owners Association, Inc., its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the members of the Association.

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision plat or Certificate of Survey relating to the Properties, excepting the Common Area or Developer Owned Acreage.

Section 5. "Developer Owned Acreage" shall mean land lying within the heretofore described Properties which is owned either by the Declarant or its assigns which has not been subdivided into Lots or developed into multi-family residential units or conveyed to the Association as Common Area.

Section 6. "Member" shall mean and refer to every person or entity who holds membership in the Association.

Section 7. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot or other land which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 8. "Declarant" shall mean and refer to Savanna Development, Inc., a Missouri corporation, its successors and assigns.

Section 9. "Developer" shall refer to Savanna Development, Inc., a Missouri corporation, its successors and assigns.

Section 10. "Occupant" shall mean and refer to the occupant of a dwelling situated on a Lot or of a multi-family or single-family residential unit who shall be either the Owner or a lessee pursuant to a written lease having an initial term of at least twelve (12) months.

Section 11. "Supplementary Declaration" shall mean and refer to any Declaration of Covenants, Conditions or Restrictions which may be recorded by the Declarant which contain such complimentary provisions in relation to the parcel as are authorized herein and required for the general welfare of Owners and Occupants of Lots within the parcel.

Section 12. "Parcel" shall mean and refer to any Section of Lots which may be referred to in the recorded Declaration as a unique section

requiring special parcel assessment, grinder pumps or other improvements for the general welfare of owners and occupants of Lots within that parcel.

ARTICLE II

ANNEXATION OF ADDITIONAL PROPERTIES

Section 1. Annexation of additional property to be made subject to these restrictions shall require the assent of two-thirds (2/3) of Class A and B votes cast at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting, setting forth the purpose of the meeting. The presence of members or of proxies entitled to cast sixty percent (60%) of the votes of each aforesaid class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called subject to the notice requirement set forth above, and the required quorum at such subsequent meeting shall be one-half (½) of the required quorum of the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting. In the event that the requisite number of votes are not represented, in person or by proxy, members not present may give their written assent to the action taken thereat.

Section 2. The foregoing notwithstanding, if within ten (10) years of the date of incorporation of the Association, the Developer should develop additional lands within the immediate vicinity of, and contiguous to, or immediately adjacent to a public road or area which is contiguous to the heretofore described land subject to this declaration, such additional lands may be annexed to said Properties by the unanimous vote of Class B members without the assent of any member other than the Developer.

ARTICLE III

MEMBERSHIP

Every person or entity that is a record owner of a fee or undivided fee interest in any Lot or of land where multi-family or single-family residential units are located, or of Developer Owned Acreage, which is subject by covenants of record to assessment by the Association, including contract sellers and every person who is an occupant, as heretofore defined, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. No Owner or occupant shall have more than one membership. Membership shall be appurtenant to and may not be separated from ownership of any Lot or other land which is subject to

assessment by the Association or occupancy of a single-family dwelling or multi-family residential unit.

ARTICLE IV
VOTING RIGHTS

The Association shall have two (2) classes of voting membership:

Class A. Class A members shall be all owners of single-family or multi-family residential lots, with the exception of the Developer. Class A members shall be entitled to one (1) vote for each Lot in which they hold the interest required for membership by Article IV. When more than one person holds such interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to ownership of any Lot, except as hereinafter provided for Class B voting rights.

Class B. Class B members shall be the Declarant. Class B member shall be entitled to three (3) votes for each lot, and twelve (12) votes for each undeveloped acre, in which it holds the interest required for membership by Article IV. Class B membership shall cease and be converted to Class A membership upon happening of either of the following events, whichever first occurs: (a) on December 31, 2003, or (b) when the total

votes in the Class A membership equals the total votes outstanding in Class B membership. The Class B member shall be entitled to approval and exercise veto power in conjunction with all votes by the Association members, including all votes by the members of the Association's Board of Directors, so long as the Class B membership holds ownership in twenty-five percent (25%) of the preliminary platted subdivision lots provided that Class B membership shall cease and be converted to Class A membership in the event Class B ownership owns less than twenty-five percent (25%) of all primarily platted subdivision lots.

ARTICLE V

PROPERTY RIGHTS

Section 1. "Members' Easement of Enjoyment".

Every member shall have a right and easement of enjoyment in and to the Common Area, and such easement shall be appurtenant to and shall pass with the title to every assessed Lot or other tract of land, excepting unimproved acreage not owned by the Developer, subject to the following provisions:

- (a) The right of the Association to limit the number of guests of members;

(b) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(c) The right of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Common Area and facilities, and in aid thereof to mortgage said property, and the rights of such mortgagee in said properties shall be subordinate to the rights of the homeowners hereunder;

(d) The right of the Association to suspend the voting rights and right to use of the recreational facilities by a member for any period during which any assessment against his Lot, unit or land remains unpaid; and for a period not to exceed ninety (90) days for any infraction of its published rules and regulations;

(e) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by members entitled to cast two-thirds (2/3) of all eligible votes in Classes A and B under the provisions of Article IV has been recorded, agreeing to such dedication or transfer, and unless

written notice of the proposed action is sent to every member not less than thirty (30) days nor more than sixty (60) days in advance;

(f) The right of the Association to make reasonable rules and regulations and impose reasonable restrictions upon such use and enjoyment for the benefit of all members, their guests and assigns.

Section 2. "Delegation of Use".

Any member may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants or contract purchasers who reside on the property.

Section 3. "Title to the Common Area".

The Declarant hereby covenants for itself, its successors and assigns, that it will convey fee simple title to the Common Area to the Association, free and clear of all encumbrances and liens, but subject to easements and rights created by this or similar instruments, upon demand by the Board of Directors of the Association, or at such time as the Declarant may wish to make, and the Board of Directors wishes to accept, such a conveyance, but not later than December 31, 2003.

Section 4. "Damage or Destruction of Common Area by Owner". In the event any Common Area is damaged or destroyed by an Owner or any of his guests, tenants, licensees, agents or members of his family, such Owner

does hereby authorize the Association to repair said damaged area; the Association shall repair said damaged area in a good workmanlike manner, in conformance with the original plans and specifications of the area involved, or as the area may have been modified or altered subsequently by the Association in the discretion of the Association. The amount necessary for such repairs shall become a Special Assessment upon the Lot or other land of said Owner.

Section 5. "Owner's Responsibility".

Except as provided in Article VI of this Declaration, all maintenance of the Lot, and all parts of the residence thereon, shall be the responsibility of the Owners, and each Owner shall maintain and keep in good repair such property and improvements.

Section 6. "Party Walls".

(a) Each wall built as a part of the original construction of the units which shall serve to separate any two adjoining units shall constitute a party wall, and to the extent not inconsistent with the provisions of this section, the general rules of law regarding party walls and liability for property damage due to negligence, or willful acts or omissions, shall apply thereto.

(b) The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall, in equal proportions.

(c) If a party wall is destroyed or damaged by fire or other casualty, then to the extent that such damage is not covered by insurance and repaired out of the proceeds of insurance, any Owner who has used the wall may restore it, and if the other Owner or Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in equal proportions without prejudice, however, to the right of such Owners to call for larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

(d) Notwithstanding any other provision of this section, to the extent that such damage is not covered and paid by the insurance provided for herein, an Owner who by negligent or willful acts or omissions causes any party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

(e) The right of any Owner to contribution from any other Owner under this section shall be appurtenant to the land and shall pass to

such Owner's successors in title.

(f) The Owner's hereby delegate and dedicate to the City of Lee's Summit or its agents or appropriate utilities the right to emergency access to said units to effect emergency repairs or for purposes of fire prevention and police protection or control.

ARTICLE VI

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. "Creation of the Lien and Personal Obligation of Assessments.

Each Class A member and Owner of any Lot, by acceptance of a deed therefor, whether or not it shall be expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, (2) special assessments for capital improvements, such assessments to be established and collected from time to time as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorneys fees, shall also be the personal obligation of the person who was the Owner of such property at the time the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successor in title unless expressly assumed by them. The annual and special

assessments, together with interest thereon, costs of collection thereof and reasonable attorneys fees, as herein provided, shall be a charge on the land and shall be a continuing lien upon the property upon which each such assessment is made.

Section 2. "Purpose of Assessments".

(a) Annual Assessments. The annual assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in the Properties, and in particular for the improvements and maintenance of the Properties, services and facilities devoted to this purpose and related to the use and enjoyment of the Common Area, and of the buildings situated upon the Properties, and for payment of taxes and insurance, any other purpose which is necessary or desirable for the maintenance and improvement of the Properties and Common Area or which is to be of general benefit to the Owners and Occupants, including, but not limited to entrance improvements, lighting, fencing, mowing, repair of grinder pumps or facilities, swimming pool or other improvements.

(b) Special Assessments. Special assessments may be imposed by the Board of Directors upon any Lot or other land upon which multi-family or single-family residential units are located, for the

purpose of maintaining the exterior appearance thereof, if the Owner shall have failed or refused to do so, including, but not limited to, mowing and cleaning of unsightly brush and debris, painting, repairing, replacing and caring for roofs, gutters, downspouts, and exterior building surfaces, trees, shrubs, grass, walks and other exterior improvements necessary to keep the Owner's property from deteriorating or becoming unsightly. For the purpose solely of performing the exterior maintenance authorized by this paragraph, representatives of the Association and its duly authorized agents or employees shall have the right, after reasonable notice to the Owner, to enter upon any Lot at reasonable hours on any day except Sunday.

(c) In addition to the foregoing, the Association may levy in any assessment year uniform special assessment against Lots and units applicable to that year and not more than the next five (5) succeeding years, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) vote of Class A and B members voting in person or by proxy at a meeting duly called for this purpose.

(d) In addition to the foregoing, any particular portion of the development designated as a Parcel may levy in any assessment year, a uniform special assessment against the Lots to be known as Parcel Assessments. Parcel Assessments shall be used exclusively for the improvement and maintenance of property owned or maintained by the Association and principally used by residents of the Parcel, including but not limited to a force main or grinder pump system for disposal of sewage.

Section 3. "Maximum Annual Assessment".

Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be One Hundred Fifty Dollars (\$150.00) per lot, payable monthly in advance.

(a) From and after January 1, 1994, the maximum annual assessment may be increased each year by not more than ten percent (10%) above the maximum annual assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above ten percent (10%) by a vote of two-thirds (2/3) of each class of members voting in person or by

proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at any amount not in excess of the maximum.

Section 4. "Uniform Rate of Assessment".

Annual and special assessments must be fixed at a uniform rate within all categories of Lots, and may be collected on a monthly basis in advance.

Section 5. "Quorum for Any Action Authorized Under Sections 2 and 3".

At the first meeting called, as provided in Sections 2 and 3 hereof, the presence at the meeting of members or of proxies entitled to cast sixty percent (60%) of all votes of Class A and B membership shall constitute a quorum. Written notice of any meeting called for the purpose of taking any action authorized under Sections 2 and 3 shall be sent to all members not less than fifteen (15) days or more than sixty (60) days in advance of said meeting. Said notice shall be given to the members by mailing a copy of such notice, postage prepaid, to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association or supplied by such member to the Association for purpose of such notice. Such notice shall specify the place, date and hour of the meeting, and in the case of a special meeting, the purpose of the meeting.

At the first such meeting called, the presence of a majority of the members, in person or by proxy, shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth above, and the required quorum, at any such subsequent meeting, shall be one-half ($\frac{1}{2}$) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. "Date of Commencement of Annual Assessments:
Due Dates".

The annual assessments provided for herein shall commence as to all Lots, units and other land heretofore enumerated on the first day of the month following the conveyance of such Lots, the occupancy of multi-family or single-family residential units, and the conveyance of undeveloped and unplatted acreage not owned by the Developer. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot, unit or parcel of land at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall upon

demand at any time furnish a certificate in writing signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A reasonable charge may be made by the Board of Directors for issuance of these certificates. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 7. "Effect of Non-Payment of Assessments: Remedies of the Association".

Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of twelve percent (12%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay same, or foreclose the lien against the property, and interest, costs and reasonable attorneys fees of any such action shall be added to the amount of such assessment. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot or other property.

Section 8. "Subordination of Lien to Mortgage".

The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages. Sale or transfer of any Lot or land

shall not affect the assessment lien. However, the sale or transfer of any Lot or land which is subject to any mortgage, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to payments thereof which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot or land from liability for any assessments thereafter becoming due or from the lien thereof.

Section 9. "Exempt Property".

The following property subject to this declaration shall be exempt from the assessments created herein: (a) all properties dedicated to and accepted by a local public authority; (b) the Common Area; and (c) all lots and acreage owned by Developer or Declarant prior to its first conveyance to other owners. However, no land or improvements devoted in whole or in part to single-family or multi-family residential units shall be exempt from said assessments other than land owned by Developer.

ARTICLE VII

ARCHITECTURAL CONTROL

No building, fence, wall or other structure, improvements, alterations, repairs, change of paint colors, excavations, changes in grade or other work

shall be commenced, erected or maintained upon the properties, nor shall any exterior addition thereto or change or alteration be made, including exterior color until the plans and specifications showing the nature, color, kind, shape, height, material and locations of the same have been submitted to and approved in writing as to the harmony of external appearance, design and location to surrounding structures and topography by the Board of Directors of the Association, or by an Architectural Review Committee composed of three (3) or more representatives appointed by the Board of Directors. In the event the Board or its designated Committee fails to approve or disapprove said design or location within thirty (30) days after said plans and specifications in writing have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. This section does not apply to any original construction by Declarant or its assigns.

Following conveyance of the first Lot to an Owner, the Architectural Review Committee shall adopt general rules so as to implement purposes as set forth in this Article VII, designated "Architectural Control", and shall adopt general rules interpreting the Covenants and Restrictions contained herein, including, but not limited to, rules regarding animals, trash containers, planting, maintenance, roofing, alterations and condition of the properties.

Such general rules may be amended by a two-thirds (2/3) vote of the Board of Directors of the Homes Association following a public hearing giving due notice to all members of the Homes Association, and subject to approval of the Class B member, if any.

Further, the Architectural Review Committee shall retain the power to grant variances with regard to square footages, type and construction of materials, upon unusual conditions with regard to Lot size or other extraordinary circumstances. Further, the Declarant reserves the right to amend these Architectural Control Rules upon proper notice so long as Declarant is owner of at least three (3) Lots of the subdivision.

ARTICLE VIII

PARCEL STATUS

Section 1. General. The Properties and Common Area legally described as Lots 88 through 103 are hereby declared to be a Parcel subject to Parcel Assessments as provided in Article VI, Section 2(d) of this Declaration. The Association shall have the right to make annual parcel assessments against lots located within the properties in that described parcel.

Section 2. Purpose of Assessments. Parcel Assessments shall be used exclusively for the improvement and maintenance of Property owned or maintained by the Association and principally used by the residents of the parcel. By way of illustration and not limitation, Lots within the Properties shall be serviced by a grinder pump system. Declarant and the Association hereby acknowledge the subject property shall have been installed upon it a force main, pursuant to Engineering Plan No. _____ dated _____, and grinder pump systems, and the parties acknowledge the maintenance and repair of the force main shall be the responsibility of the Parcel, and the maintenance and repair of the grinder pump system shall be the sole responsibility of the private owner of each Lot and his successors or assigns. The parties agree that since the Association has the power to assess owners of parcels and lots of real estate within the parcel for the purpose of maintaining common areas and certain improvements, and since the Declarant and successor owners in interest wish for the Association to undertake future distribution of assessment funds for maintenance of the force main and for satisfaction of the owners obligation to maintain their grinder pump system and the Association is willing to undertake limited role as Trustee for collection and distribution of assessment funds or maintenance and repair of the force main or grinder

pumps in exchange for the annual fee. Therefore, Declarant hereby covenants and agrees on behalf of itself and subsequent owners of Lots within the Parcels, that each owner of any Lot shall be responsible to remit on a monthly basis, in addition to any other Savannah Ridge or parcel assessments, such sums as are necessary to provide future maintenance, repair or replacement of the grinder pump system located on or providing service to the property owned by the Owner, and the force main system necessary to maintain the use and effectiveness of the sanitary sewer system of the Parcel. That the aforesaid special parcel assessment, together with such interest thereon and costs of collection as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property upon which each such assessment is made. Each such assessment, together with the interests costs and reasonable attorney's fees shall also be the personal obligation of the person who is owner of the property at the time when the assessment fell due. The personal obligation shall not pass to his successors in title unless expressly assumed by them. The Association is empowered to levy parcel assessments necessary to maintain said force main and grinder pumps within the Property. Declarant and Owner hereby grant to the Association the right of ingress and egress for the purpose of maintaining the force man and said grinder pumps along with all reasonable

and necessary rights of access, including but not limited to sod and soil disturbance in order that the Association, employees or contractors, may carry out any maintenance requested by the Owner of made necessary by public emergency so the Association may carry out the limited responsibility accepted by the Association hereunder. Owner and Association acknowledge that the Declarant shall pay the sum of One Thousand Five Hundred Dollars (\$ 1,500) into a fund for maintenance of the force main. Declarant shall provide a two (2) year extended warranty policy on each grinder pump system. Owners acknowledges that Declarant and its subsequent Owners have primary responsibility for the maintenance and repair of said force main and grinder system, and that the Savannah Ridge Property Owners Association shall directed said parcel assessments to be initially set at the sum of Five Dollars (\$ 5.00) per month and that the Savannah Ridge Property Owners Association shall begin disbursement of same beginning at the 2nd year following installation of said grinder pump systems so that an extended warranty policy may be in effect and in place from the manufacturer of said equipment and/or its successors and assigns.

Section 3. Method of Assessment. The Parcel Assessment imposed upon each Lot within the Parcel shall be set, collected and disbursed by the Association. The Board of Directors of the Association shall set the date and the amount of the annual assessment by a vote of two-thirds (A) of the Directors voting on the question. Such action shall be made with the advice of the Parcel Committee in accordance with the ByLaws of the Savannah Ridge Property Owners Association.

ARTICLE IX

GENERAL USE RESTRICTIONS

All of the existing Properties and all additional lands which shall be subject to this declaration under Article III, above, shall be subject to the following use restrictions:

Section 1. No Lot may be improved, used or occupied for purposes other than those specified by applicable zoning laws and restrictions filed of record in relation thereto.

Section 2. "Easements".

Easements for installation and maintenance of utilities and drainage facilities are and will be reserved by Developer as shown on the recorded plats of said land. Such easements shall include the right of ingress and egress for

construction and maintenance purposes. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each Lot and parcel of land and all improvements in it shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utility company is responsible.

Section 3. "Other Restrictions".

(a) No residence shall be erected on any platted subdivision Lot exceeding two (2) stories in height without the written consent of the Architectural Review Board. Further, each shall contain a minimum of enclosed floor area consistent with paragraphs (b), (c), (d) and (e) of the required enclosed floor area. The words "enclosed floor area" as used herein shall mean in all cases the areas on the first and second floor of the dwelling unit enclosed and finished for all year occupancy, computed on the outside measurements of the residence and shall not mean or include any area of garages, porches or attics.

(b) Single family ranch type homes shall have at least One Thousand Eight Hundred (1,800) square feet, with a minimum of a two-car attached garage.

(c) Two-Story homes must have at least Two Thousand Two Hundred (2,200) square feet, One Thousand One Hundred (1,100) square feet on the first floor and One Thousand One Hundred (1,100) square feet on the second floor, with a minimum two-car garage attached.

(d) One and on-half story homes must have at least Two Thousand Two Hundred (2,200) square feet - One Thousand Four Hundred (1,400) square feet on the first floor and Eight Hundred (800) square feet on the second floor, with a minimum two-car attached garage.

(e) Multi-level homes must be Two Thousand Five Hundred (2,500) square feet with a minimum two-car basement garage.

Section 4. "Garages". Except in cases where SPECIFICALLY APPROVED by the Developer, garages shall open facing the side or back of the Lot. Garages shall be for not less than two (2) cars and not more than four (4) cars. Driveways should have a sufficient paved area for off street parking of at least two (2) cars. Garage doors shall remain closed when not required to be open due to ingress or egress, yard work or other good cause.

Section 5. "No Additional Structures". No structure of a temporary character or any house trailer, mobile home, basement, tent, shack, detached garage, or outbuilding shall be permitted to be placed upon said property.

Section 6. "No Domestic Pets". No animals, livestock or poultry of any kind shall be raised, bred, or kept on any Lot or other tract of land, or in the Common Areas except dogs, cats or other household pets may be kept in residential areas, provided that they are not kept, bred or maintained for any commercial purposes. No more than two domestic pets shall be kept in any home. No pets shall be staked in the Common Areas. All pets shall be kept on a leash with outside the home. No animal pens or runs shall be permitted. All pets shall be kept on a leash when outside the home.

Section 7. "Prohibited Parking". No trucks or commercial vehicles, boats, house trailers, motor homes, recreational vehicles, campers inoperable motor vehicles, boat trailers, and trailers of every other description shall be permitted to be parked or to be stored on the Properties or outside any Lot improvements without the express approval of the Association, except only during periods of approved construction on the Properties. This prohibition of parking shall not apply to temporary parking of trucks and commercial vehicles, such as for pick-up, delivery, and other commercial services. Any automobile or other vehicle belonging to the Owner shall be kept and stored

in the garage rather than in the driveways or on the streets, and no cars, trucks, or other vehicles may be parked overnight on any street.

Section 8. "Outside Displays". Owners shall not cause or permit anything to be hung or displayed on the outside of windows or placed on the outside walls of a building, and no sign, awning, canopy, shutter, radio or television antenna or satellite dish shall be affixed to or placed upon the exterior walls or roof of any part thereof, without the prior consent of the Association. In addition, no satellite dishes or any other types of antenna shall be installed on or about any platted subdivision Lot or on any Common Area.

Section 9. "Noise Levels". No noxious or offensive activity shall be carried on on any Lot or in the Common Areas, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other owners or occupants. The noise level within any home shall never be so great as to disturb the owners or occupants of any other home.

Section 10. "Unsightly Materials". No clothes, sheets, blankets, laundry of any kind or other articles shall be hung out or exposed on any Lot or on the exterior of any home or any part of the Common Areas. The exterior area of any Lot and the Common Areas shall be kept free and clear

of rubbish, debris and other unsightly materials. Household trash or garbage shall be kept in sanitary containers and housed in the garage or stored unexposed to public view until time of trash collection.

Section 11. "Parking on Common Areas". There shall be no parking of baby carriages or playpens, bicycles, wagons, toys, vehicles, charcoal burners or other outdoor cooking devices, benches or chairs, nor any other similar items on any part of the Common Areas, nor shall any such items be stored exposed to public view on the exterior area of any home. Balconies, decks and patio areas shall be used only for their intended purposes.

Section 12. "Installation of Fences or Barricades". No fences or barricades shall be installed in the Common Areas except as approved by the Association.

Section 13. "Home Office or Studio". No industry, business, trade, occupation or profession of any kind, commercial religious, educational or otherwise, shall be conducted, maintained, or permitted on any part of the Properties provided, however, that this provision shall not be construed to prevent the use of any home for a home office or studio so long as such use shall not interfere with the quiet enjoyment or comfort of any other owner or occupant.

Section 14. "Automotive Repair". No automotive repair or rebuilding or any other form of automotive manufacture, whether for hire or otherwise, shall occur on the Properties.

Section 15. "Roofs". All residential structures must be constructed with wood, tile or Timberline 30-year warranted roofing, or equivalent, in weathered grey color with pre-colored metal valleys and roof breaks, together with other materials approved by the Architectural Control Committee and Class B member, if any, with no other composition roofs being permitted unless specifically approved in advance by the Architectural Review Committee and the Declarant.

Section 16. "Windows". All windows shall be a double-glazed wood or vinyl clad (no metal windows) type unless otherwise approved by the Architectural Review Committee or Declarant.

Section 17. "External Color". The exterior color shall be neutral tones with a minimum of One Hundred (100) square foot of stone, stucco or brick on the front of the structure.

Section 18. "Sodded Lots, Trees and Plantings". All Lots are to be fully sodded with grass unless a specific alternate request is submitted to and approved by the Architectural Review Committee for seeding by a professional lawn seeder contractor. A minimum of two (2) trees, three-inch

