

DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS,

AND RESTRICTIONS OF OAKS RIDGE

AND OAKS RIDGE ESTATES

THIS DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS, AND RESTRICTIONS OF OAKS RIDGE and OAKS RIDGE ESTATES (this "Declaration"), is made on the date hereinafter set forth by DIAMOND DEVELOPMENT, INCORPORATED, a Missouri corporation (hereinafter referred to as "Developer")

WITNESSETH:

WHEREAS, Developer is the owner of certain real estate (the "Property") situated in the City of Lee's Summit, County of Jackson, State of Missouri, which is more particularly described on Exhibit "A" attached hereto which is incorporated herein by this reference; and

WHEREAS, Developer desires to subject the Property to certain protective covenants conditions, restrictions, reservations, easements, liens, and charges, as hereinafter set forth, for the use and benefit of Developer, its grantees, successors, and assigns: and

WHEREAS, Developer desires to provide for the preservation and enhancement of the property values, amenities, and opportunities in a planned residential development to be developed on the Property and for the maintenance of the Property and improvements thereon, together with such other property as may be subsequently subjected hereto as herein provided, and to this end desires to subject the Property to the covenants, conditions, restrictions, reservations, easements, liens, and charges hereinafter set forth; and

WHEREAS, Developer has deemed it desirable, for the efficient preservation of the environment, values, and amenities in the Property, to create an agency to which should be delegated and assigned the powers of owning, maintaining, and administering the common areas that are a part of the Property and administering and enforcing the covenants, conditions, and restrictions hereof and collecting and disbursing the assessments and charges hereinafter created, and promoting the recreation, health, safety, and welfare of the residents of the Property; and

WHEREAS, Developer will cause to be incorporated, under the laws of the state of Missouri, Oaks Ridge Homes Association, Inc, as a not for profit corporation for the purpose of exercising the functions aforesaid;

NOW, THEREFORE, Developer hereby declares that all of the Property, and any real estate subsequently subjected hereto by separate instrument as herein provided, shall be held, sold, conveyed, transferred, leased, occupied, and used subject to the follow covenants, conditions, restrictions, reservations, easements, liens, and charges, all of which are for the purpose of preserving and enhancing the values, amenities, opportunities, environment, desirability, and attractiveness of the Property. These covenants, conditions, restrictions, reservations, easements, liens, and charges shall run with the land and shall be binding on all parties having or acquiring any right, title, or Interest in the Property or any part thereof, their heirs, personal representatives, successors, and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I.

DEFINITIONS

Section 1. "Association" shall mean and refer to Oaks Ridge Homes Association, Inc., a Missouri not-for-profit corporation, its successors and assigns.

Section 2. "Common Areas" shall mean and refer to any part of the Property set aside, pursuant to any recorded plat of the Property by Developer or the Association, for the general use or benefit of all Owners, including, without limitation, the swimming pool located thereon.

Section 3. "Developer" shall mean and refer to Diamond Development, Incorporated, a Missouri corporation, or an assignee to whom Developer's rights hereunder are hereafter assigned by instrument duly executed and acknowledged by Developer and filed of record.

Section 4. "Lot" shall mean and refer to any separately numbered lot shown upon any recorded plat of the Property, together with any and all improvements now or hereafter located thereon, and all easements, rights, appurtenances, and privileges belonging or in any way pertaining thereto.

Section 5. "Maintain" or "maintenance" shall mean and refer to the exercise of reasonable care to keep buildings, landscaping, lighting, and other related improvements, and fixtures in good order, condition, and repair. Maintenance of landscaping shall further mean the exercise of generally accepted garden management practices necessary to promote a healthy, attractive, weed free environment.

Section 6. "Member" shall mean and refer to every person or entity who hold membership in the Association as provided in Article III of this Declaration.

Section 7. "Mortgage" shall mean and refer to a recorded, filed, or otherwise perfected deed of trust or other instrument encumbering a Lot that is given in good faith and for valuable consideration as security for the performance of a bona fide obligation, excluding, however, any financing statement or other instrument creating or evidencing a security interest arising solely under the Missouri Uniform Commercial Code.

Section 8. "Mortgagee" shall mean and refer to a holder of, or a beneficiary under, a Mortgage.

Section 9. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot or other land that is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 10. "Property" shall mean and refer to the real estate described on Exhibit "A" hereto, including any and all improvements now or hereafter located thereon, and all easements rights, appurtenances, and privileges belonging or in any way pertaining thereto, and such additions thereto as may hereafter be subjected to this Declaration as hereinafter provided.

ARTICLE II.

ADDITIONS TO THE PROPERTY

Additional real estate to be made subject to this Declaration and to be made part of the Property shall require the assent of two-third (2/3) of all Members entitled to vote by votes cast at a meeting duly called for this purpose by the Board of Directors of the Association, 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. Notwithstanding the foregoing, for the period ending five (5) years from date of this Declaration, Developer shall have the right to add additional real estate to be made subject to this Declaration and to be made a part of the Property without any vote by the Members up to a maximum of an additional 35 lots.

ARTICLE III.

ASSOCIATION MEMBERSHIP

Every person or entity who is an Owner 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. Membership shall be appurtenant to, and may not be separated from, ownership of any Lot. Ownership of a Lot shall be the sole qualification for membership.

ARTICLE IV.

VOTING RIGHTS

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

Class A. Class A Members shall be all Owners, with the exception of Developer so long as Developer continues to be a Class B Member as hereinafter provided. Class A Members shall be entitled to cast, in person or by proxy, one (1) vote for each Lot in which they hold the interest required for membership by Article III. When more than one person holds such interest in any Lot, the Class A membership shall be held jointly by all such persons and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to such Lot and in no event shall any fractional vote be cast.

Class B. Class B Member(s) shall be Developer. Class B member(s) shall be entitled to cast, in person or by proxy, three (3) votes for each Lot owned. Class B membership shall cease and be converted to Class A membership upon the earlier of the following dates:

- i. The date when the Developer no longer owns any lots in the Property; or
- ii. November 10, 2001.

ARTICLE V.

POWERS AND DUTIES

In addition to any and all powers, rights, and privileges granted to a Missouri not for profit corporation under the laws of the state of Missouri, the Association shall have the following powers and duties whenever in the exercise of its discretion it may deem them necessary or advisable:

1. To enforce, in its own name, any covenants, conditions, restrictions, reservations, easements, liens, and charges that may now or may hereafter be imposed upon any of the Property. The expenses and costs of any such proceeding may be paid out of the assets of the Association.
2. To maintain, plant, care for, spray, mow, trim, protect, and replant trees, grass, shrubs, and landscaping in Common Areas.
3. To provide and maintain such lights, gateways, entrances, or other features as the Association may deem advisable for the use or benefit of Members.
4. To provide uniform rules and regulations for the collection of garbage and rubbish and for the disposal of such garbage and rubbish as is collected and to provide a uniform method for the collection and disposal of garbage and rubbish from the residences of Members.
5. To provide for the establishment, operation, and maintenance of parks, playgrounds, swimming pool, recreational facilities, gateways and entrances, fountains, streams, ornamental features, and the equipment thereof, within any Common Areas, and to provide for the maintenance of natural

water courses within the Property.

6. To obtain liability insurance insuring the Association, its Members, Developer, and the Property or any part thereof.

7. To obtain worker's compensation insurance to the extent necessary to comply with applicable law, and any other insurance deemed necessary by the Board of Directors of the Association.

8. To obtain a standard fidelity bond covering all members of the Board of Directors of the Association and all other employees of the Association in an amount to be determined by the Board of Directors.

9. To acquire and own the title to such real estate as may be reasonably necessary in order to carry out the purposes of the Association, and to pay taxes on such real estate as may be so used by it. To borrow money, to mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for debts incurred or money borrowed.

10. To enter into such agreements with other homeowners associations, municipalities, political subdivisions, individuals, corporations, and other entities in order to implement the purposes of the Association and to provide improvements for the benefit of the Members of the Association within the purview of this Declaration.

Developer shall not in any event be liable for the performance of any of the foregoing functions, and Developer shall not have any obligation to construct or maintain any improvements, landscaping, or other amenities or facilities on or about the Property, provided, however, that Developer reserves the right, but not the obligation, in its sole and absolute discretion, to perform any of the foregoing functions or to construct or maintain such improvements, landscaping, or other amenities or facilities on or about the Property as Developer deems desirable.

ARTICLE VI.

COVENANT FOR ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot other than Developer, by acceptance of a deed therefor from Developer, whether or not it shall be so expressed in any deed or other conveyance, is deemed to covenant and agree to pay to the Association annual assessments, special assessments, and other charges as provided in this Declaration. Such annual and special assessments shall be fixed, established, and collected from time to time as hereinafter provided. The annual and special assessments, together with interest thereon at the rate of eighteen percent (18%) per annum or the highest lawful rate, whichever is lower, and the costs of collection thereof, including, but not limited to, reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the Lot or other real estate against which each such assessment is made. Each such assessment, together with such interest, costs, and reasonable attorneys' fees, shall also be the personal obligation of the person or persons who were the Owner or Owners of such Lot or other real estate at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to such Owners' successors in title unless expressly assumed by them, provided, however, that any unpaid annual and special assessments, together with interest thereon and costs of collection thereof, including, but not limited to, reasonable attorneys' fees, shall continue to be a lien upon the Lot or other real estate against which such assessment is made. Notwithstanding any provision of this Declaration to the contrary, Developer shall not be liable for any annual assessments, special assessments, or any other charges provided for in this Declaration, and no annual assessments, special assessments, or other charges shall be levied upon any Lot or other real estate owned by Developer during Developer's ownership thereof.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of preserving and enhancing the values, amenities, opportunities,

environment, desirability, and attractiveness of the Property, and for carrying out the powers and duties listed or referred to in Article V hereof, and for any other purpose that is necessary or desirable for the maintenance and improvement of the Property or that is of general benefit to the Owners and other occupants of the Property.

Section 3. Assessments.

a. Annual assessments shall be One Hundred Twenty Dollars (\$120) per Lot, which annual assessments shall be subject to increase as herein below provided.

b. The Board of Directors of the Association may, by resolution on or before April 1 of a calendar year, increase annual assessments, effective January 1 of such calendar year, without a vote of the Members, by a percentage not to exceed seven percent (7%). Any increase in annual assessments pursuant to this Section 3(b) shall, subject to additional increases pursuant to this Section 3(b) and other provisions of this Declaration, continue in effect in subsequent calendar years.

c. Annual assessments may be increased, above that established in subparagraph (b) above by a vote of the Members, provided that any such increase shall require the assent of two-thirds (2/3) of Members entitled to vote who are voting in person or by proxy at a meeting duly called by the Board of Directors of the Association for this purpose.

d. The Board of Directors may fix the annual assessment at an amount not in excess of the levels provided hereinabove, and may collect such annual assessments in advance of, or at any time during or following, the period of assessment. Any increases in annual assessments as provided in this Declaration shall be cumulative.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy upon all Lots uniformly, except Developer's Lots, in any calendar year, a special assessment applicable to that year only, for the purpose of defraying, in whole or part, the cost of any construction, reconstruction, repair, or replacement of a capital improvement upon the Property, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of Members entitled to vote who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for any Action Authorized Under Section 3 and 4. Written notice of any meeting called for the purpose of taking any action requiring membership approval under Section 3 or 4 of this Article VI shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. The presence of sixty percent (60%) of all Members; in person or by proxy, shall constitute a quorum at any such meeting.

Section 6. Date of Commencement of Assessments; Due Dates. The annual assessments provided for herein shall commence as to an individual Lot on the day on which transfer of title to an Owner occurs, provided that a conveyance by Developer to a successor who meets the definition of Developer as provided in this Declaration shall not be deemed a conveyance by Developer to an Owner for purposes of this Section 6. Subject to all other provisions of this Article VI, the Board of Directors of the Association shall uniformly fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each calendar year assessment period. Initially the annual assessments shall be due on January 1 of each year and shall be payable in advance. The annual assessment for any partial year shall be prorated and shall be payable in advance by the Owner on the date which title to the Lot is transferred from Developer to the Owner. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as at the date of its issuance. Notwithstanding the foregoing, a transfer of a Lot by Developer to a person or entity that is a builder constructing a home on the Lot for ultimate sale to a third party shall not be deemed a conveyance by Developer to an Owner for purposes of this Section 6.

Section 7. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessments that are not paid when due shall be delinquent. If the assessment is not paid within ten (10) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of eighteen percent (18%) per annum or the highest lawful rate, whichever is lower. The Association may bring an action at law against the Owner personally obligated to pay any assessment, or may foreclose, by judicial proceeding or power of sale, the lien against the real estate for unpaid assessments, and interest, costs, and reasonable attorneys' fees of any such actions shall be deemed additional assessments subject to such lien. For purposes of securing payment of assessments as herein provided, each Lot subject to assessment hereunder shall be deemed to be conveyed in trust to whomever shall, from time to time, hold the position of President of the Association, acting as trustee, may foreclose by power of sale the lien for delinquent assessments hereunder upon giving notice and proceeding in the same manner as is required by law for foreclosure of deeds of trust by power of sale in the state of Missouri. In addition to the foregoing, in the event that a Member fails to pay any assessment levied by the Association on or before the date that any such assessment becomes due and payable, any voting rights of such Member shall be suspended completely until any such delinquent assessment, together with interest thereon, costs, and reasonable attorneys' fees, have been paid to the Association in full. Each Owner, to the extent permitted by law, hereby waives, to the extent of any liens created at any time pursuant to this Declaration, the benefit of any redemption, homestead, or exemption laws of the state of Missouri now in effect, or in effect from time to time hereafter.

Section 8. Subordination of the Lien to Mortgages. The lien of assessments provided for herein shall be subordinate to the lien of any Mortgage that has priority over any and all other Mortgages upon the same real estate, and such subordination shall apply only to the assessments or installments thereof that become due and payable prior to the sale of such property pursuant to a judicial foreclosure or power of sale foreclosure under such Mortgage, or prior to a conveyance of the subject real estate to the Mortgagee or holder of the Mortgage in lieu of foreclosure. Any such foreclosure or conveyance in lieu of foreclosure shall not relieve the person or persons who were the Owner or Owners of the subject real estate at the time when assessments fell due from personal liability for assessments or installments thereof becoming due prior to any such foreclosure or conveyance in lieu of foreclosure, and any such foreclosure or conveyance in lieu of foreclosure shall not relieve the subject real estate from liability for assessments or installments thereof thereafter becoming due nor from the lien of any such subsequent assessments or installments.

ARTICLE VII.

ARCHITECTURAL CONTROL

Section 1. Conditions. No improvements, alterations, repairs, excavations, changes in grade, or other work that in any way alters the exterior of any Lot or the improvements located thereon from its natural or improved state existing on the date such Lot was first conveyed in fee by Developer to an Owner shall be made or done without the prior approval of Developer, except as otherwise expressly provided in this Declaration. No building, fence, wall, residence, or other structure shall be commenced, erected, maintained, improved, altered, made, or done upon any Lot or upon any other part of the Property without the prior written consent of Developer, except as otherwise expressly provided in this Declaration.

Section 2. The Architectural Review Board. At such time as Developer ceases to own any Lot subject to this Declaration, an Architectural Review Board consisting of three (3) or more persons shall fulfill the architectural control functions of Developer, as set forth in this Article VII. Such Architectural Review Board shall be appointed by the Board of Directors of the Association.

Section 3. Purpose. Developer or the Architectural Review Board, as applicable, shall regulate the external design, appearance, use, location, size, and maintenance of the Property and of improvements thereon in such a manner so as to preserve and enhance the values of the Property and to maintain a harmonious relationship among improvements on the Property and the natural vegetation and topography of the Property. In addition to the express restrictions set forth in Article VIII below, and as

contemplated by and pursuant to the provisions of this Article VII, the Architectural Review Board or Developer, as applicable, may adopt, promulgate, amend, revoke, grant variances with respect to and enforce design guidelines (hereafter referred to as the "Design Guidelines") for the purposes of establishing policies, requirements, standard restrictions, and specifications with respect to the approval and disapproval of all proposed uses and with respect to all construction or alteration of a home on any Lot. The Architectural Review Board or Developer, as applicable, shall make a published copy of its current Design Guidelines readily available to Members and prospective Members of the Association and builders.

Section 4. Procedures. All approvals and consents of Developer or the Architectural Review Board must be in writing, and oral approvals or consents shall be of no force or effect. In the event Developer or the Architectural Review Board, as applicable, fails to approve, modify or disapprove in writing an application within thirty (30) days after complete plans and specifications in writing have been submitted to it, in accordance with any procedures adopted at any time or from time to time by Developer or the Architectural Review Board, approval will be deemed granted. The applicant may appeal an adverse Architectural Review Board decision to the Board of Directors of the Association, which may reverse or modify such decision by two-thirds (2/3) vote of such Board of Directors. No appeal may be taken from a decision by Developer. Once a set of plans and specifications have been approved by Developer, no changes may be made to the exterior of the home during construction until the written approval from the Developer is obtained in accordance with the procedures of this Section 4. Developer or the Architectural Review Board may, under special situations and circumstances, allow variances of the requirements set forth in this Declaration, and any variance granted shall not constitute a waiver of such requirement in any other situations or under any other circumstances. Developer or the Architectural Review Board may reject any plans and specifications, with, without citing specifics, for any of the following reasons, among others:

- a. Insufficient information to adequately evaluate the design, intent, or extent of the subject of such plans and specifications; or
- b. Poor overall design quality; or
- c. Incompatible design elements; or
- d. Inappropriate design concept or design treatment; or
- e. A design or concept that violates any provision of this Declaration or that otherwise has an adverse effect on the Property or any Owners.

By its approval of any plans and specifications, Developer or the Architectural Review Board shall not be deemed to have approved the same for engineering design, or for compliance with zoning and building ordinances, and by approving any such plans and specifications, neither Developer, nor the Architectural Review Board, nor the Association, nor their officers, directors, members or other agents or representatives, assumes any liability or responsibility therefor, or for any defects in any structure constructed from such plans and specifications. Approval of any plans and specifications by Developer or the Architectural Review Board shall not constitute a representation or warranty that any such plans or specifications comply with applicable governmental ordinances and regulations, including, but not limited to, zoning ordinances and building codes. Any person or entity submitting any such plans and specifications shall be responsible for, and shall comply with, applicable governmental ordinances and regulations including, but not limited to, zoning ordinances and building codes, in addition to complying with this Declaration and complying with any decisions made pursuant hereto by Developer, the Architectural Review Board, or the Board of Directors of the Association. Use restrictions set forth in this Declaration and decisions hereunder by Developer or the Architectural Review Board or the Board of Directors of the Association may be more restrictive than applicable zoning ordinances and building codes. In any case in which use restrictions set forth in this Declaration or decisions hereunder by Developer or the Architectural Review Board or the Board of Directors of the Association are at variance with any zoning ordinances or building codes, the more restrictive requirement shall govern. Developer,

its representatives, or any authorized officer or director of the Association, or any member of the Architectural Review Board, may at any reasonable time enter, without being deemed guilty of trespass, upon any Lot, after reasonable notice to the Owner, for the purpose of inspecting improvements constructed or being constructed on such Lot to ascertain that such improvements have been, or are being, built in compliance with plans and specifications approved by Developer or the Architectural Review Board or the Board of Directors of the Association and in accordance in all respects with this Declaration.

ARTICLE VIII.

USE RESTRICTIONS

Section 1. Use of Land. No Lot may be improved, used, or occupied for other than private single family residential purposes (except for model homes used by the Developer), and no flat or apartment house, although intended for residential purposes, may be erected thereon. Lease or rental of a Lot or any building thereon for residential purposes shall not itself constitute a violation of any provision of this Declaration. No structure of a temporary character, trailer, tent, mobile homes, prefabricated home, modular home, detached garage, shack, barn, storage shed, or other outbuilding shall be erected or maintained on any Lot. No basement or garage shall be used at any time in and of itself as a residence, either temporarily or permanently. No Lot may be improved, used, or occupied for purposes other than as provided by applicable zoning laws and restrictions filed of record in relation thereof. Notwithstanding any other provision of this Article VIII, it shall be expressly permissible for Developer and its contractors and subcontractors to maintain, during the period of construction of any improvements upon any Lot or otherwise within the Property, such equipment and facilities as in the sole opinion of Developer may be reasonably required, convenient, or incidental to the construction of such improvements.

Section 2. Height Limitation. Any residence erected on any Lot shall not be more than two (2) stories in height above ground, provided that a residence more than two (2) stories in height may be erected on any Lot with the written consent of Developer, or the Architectural Review Board after its appointment.

Section 3. Minimum Size Requirements.

A. **Oaks Ridge Subdivision.** Within the Oaks Ridge subdivision, the following types of residences must have the minimum floor area in square feet indicated below excluding porches, garages, basements, breezeways, and attics:

- i. One story residence with attached garage requires a minimum ground floor area of 1800 square feet
- ii. One and one-half story residence with attached garage requires a minimum ground floor area of 1600 square feet, and a minimum total floor area of 2200 square feet.
- iii. Two story residence requires a minimum ground floor area of 1200 square feet and a minimum total floor area of 2200 square feet.
- iv. Split-level residences and raised ranch residences shall not be allowed.

B. **Oaks Ridge Estates Subdivision.** Within the Oaks Ridge Estates subdivision, the following types of residences must have the minimum floor area in square feet indicated below excluding porches, garages, basements, breezeways, and attics:

- i. One story residence with attached garage requires a minimum ground floor area of 2000 square feet.

ii. One and one-half story residence with attached garage requires a minimum ground floor area of 1700 square feet, and a minimum total floor area of 2300 square feet.

iii. Two story residence requires a minimum ground floor area of 1300 square feet and a minimum total floor area of 2600 square feet.

iv. Split-level residences and raised ranch residences shall not be allowed.

Section 4. Above-ground Pools Prohibited. No above-ground swimming pools shall be erected, installed, constructed, and/or maintained by an Owner on any Lot, other than an entirely portable and movable children's wading pool.

Section 5. Building Lines. No dwelling or residence shall be located nearer to the front Lot lines or side Lot lines than as indicated on the recorded plat map of the Property. Developer reserves, and is hereby given, the right, in its discretion, to permit the construction of a dwelling on any Lot two feet nearer to any street that abuts such Lot by executing and recording a proper instrument in writing changing the building setback line.

Section 6. Garages. Each residence shall have an attached private garage for not less than two (2) cars. The driveway on each Lot shall contain sufficient paved area for the off-street parking of at least two (2) cars. All garages facing any street must be equipped with doors that shall be kept closed as much as practicable to preserve the appearance of the elevation of the house fronting the street.

Section 7. Roofing Material. All roofing shall be a 40-Year Guarantee Laminate Composition of sufficient quality which shall be approved in writing by Developer or the Architectural Review Board, as applicable. Other materials may be approved but must be submitted to Developer or the Architectural Review Board, as applicable, for approval, including, without limitation, natural or concrete tile or natural or concrete slate. No wood shingles or masonite roofs will be allowed.

Section 8. Color. The color of any paint applied to the exterior of any residence or other improvements upon any Lot, or the color of any materials that are a part of the exterior of any residence or other improvements upon any Lot, shall not be obnoxious or offensive to neighbors in general and must be approved by the Developer or Architectural Review Board, as applicable.

Section 9. Commercial Activity Prohibited. No commercial activity of any kind shall be conducted on any Lot or any other part of the Property, but nothing herein shall prohibit the carrying on of promotional activities by the Developer for the sale of Lots and residences or the resale or lease of Lots and residences by Developer or other Owners thereof.

Section 10. Incomplete Structures. No building shall be permitted to stand with its exterior in an unfinished condition for longer than six (6) months after commencement of construction. In the event of fire, windstorm, or other damage, no building shall be permitted to remain in a damaged condition longer than three (3) months. No building shall be occupied until the exterior shall have been completed, and a certificate of occupancy or occupancy permit or similar certificate is issued by applicable authorities.

Section 11.

a. **Utility Easements.** Easements for installation and maintenance of utilities and drainage facilities are and will be reserved and granted by Developer as shown on the recorded plat of the Property. Developer may also grant such easements for installation and maintenance of utilities and drainage facilities over, across, and under Common Areas by document separate from the recorded plat for the Property at any time. Such easements shall include the right to ingress and egress for construction and maintenance purposes. Within these easements, no structure, planting, or other material shall be placed or permitted to remain that may damage or interfere with the installation and maintenance of utilities, or which may change the direction or

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 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.

b. **Landscape Easements.** Easements for the installation and maintenance of landscape plantings, visual screening, berms, and the like are and will be dedicated, created, granted, and reserved by Declarant as more particularly set forth on the recorded plat(s) of the Property (therein and herein referred to as "Landscape Easements" or ("L.E.")). No owner shall, within these Landscape Easements, erect, install, or maintain any structure, fence, or other improvement. Any landscape plantings whether now or hereafter installed within any such Landscape Easements shall be maintained, replaced, and cared for as Common Area facilities. The lawn portion of such Landscape Easement area shall be maintained continuously by the Owner of any such Lot across which a Landscape Easement is dedicated.

Section 12. Nuisances. No noxious or offensive activity shall be carried on upon any portion of the Property, nor shall anything be done thereon that may be or become a nuisance or annoyance to the neighborhood.

Section 13. Utilities. Water, gas, lights, telephone, and other utilities shall be located underground on each Lot.

Section 14. New Construction. All residences and other buildings permitted hereby on Lots shall be initially new construction. No building shall be moved onto any of such Lots.

Section 15. Animals Prohibited. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lots, except that dogs, cats, or other common household pets not to exceed two (2) in number may be kept on a Lot, provided they are not kept, bred, or maintained for any commercial purpose. In no event shall such animals be kept on any Lot if they unreasonably disturb the Owner or residents of any other lot. All animals shall be confined on the Owner's Lot, except when on a leash or when in direct and constant control of the Owner thereof or a member of his family. The construction, placement, or erection on any Lot of any structure, enclosure, cage, dog pen, dog run, or other device used to confine or house dogs, cats, or other animals not prohibited by this Section 15 is expressly subject to the requirements of Article VII.

Section 16. Advertising Prohibited. No advertising signs (except one of not more than nine (9) square feet "For Sale" sign per Lot), billboards, unsightly objects, or nuisances shall be erected, placed, or permitted to remain on any Lot, nor shall any Lot be used in any way for any purpose that may endanger the health or unreasonably disturb the Owner of any Lot or any resident thereof. No business activities of any kind whatsoever shall be conducted on any Lot or on any portion of any Lot, provided further, however, that the foregoing covenants shall not apply to the business activities, signs, and billboards of, or the construction and maintenance of structures by, the Developer or other builders of residential structures during the construction and sale period, and of the Association, in furtherance of its powers and duties as set forth in this Declaration.

Section 17. Screening Required. No equipment, trash cans, garbage cans, or storage piles shall be kept in view of neighboring Owners of Lots. The construction, placement, or erection of any screening is expressly subject to the requirements of Article VII. All rubbish, trash, or garbage shall be regularly removed from each Lot, and shall be kept in sanitary containers. No clothes lines shall be permitted and no trash burning shall be permitted on any Lot.

Section 18. Lawn Care. Lawn areas shall be fully sodded or otherwise landscaped and mowed, cared for, and maintained on at least a monthly basis during growing seasons, and all loose material, trash, and rubbish of all kinds shall be picked up and removed therefrom.

Section 19. Antennas Prohibited. No exterior television or radio antennas of any sort shall be

placed, allowed, or maintained on any portion of any Lot. The foregoing restriction shall include satellite dishes or other exterior devices for the receipt or transmission of television or radio signals through the airwaves; provided, however, the Developer or Architectural Review Board, as applicable, may, but is not obligated, to approve a Lot Owner's request for a satellite dish in a specific location and of a specific size not to exceed thirty-six (36) inches in diameter.

Section 20. Storage Tanks. No tank for the storage of fuel may be maintained on any Lot above or below the surface of the ground except one five (5) gallon propane tank per Lot for operating a barbecue grill.

Section 21. Automotive Repair Prohibited. No automotive repair or rebuilding or any other form of automotive manufacture, whether for hire or otherwise, shall occur on any Lot.

Section 22. Parking and Storage of Vehicles Prohibited. No school or other buses, tractors, trucks over 3/4 ton, recreational vehicles, motor homes, boats, unmounted campers, trailers, unlicensed, or inoperable or partially disassembled automobiles, or other motor vehicles or trailers, shall be parked on any Lot (except within an enclosed garage) or at the curb.

Section 23. Trash. No trash, refuse, grass clippings, or ashes shall be thrown, dumped, or placed upon any undeveloped portions of the Property.

Section 24. Common Areas. To the extent and solely for the purposes that any Common Areas are established upon the Property, every Owner shall have a right and easement of enjoyment to such Common Areas, which right and easement shall be appurtenant to the title of each Lot and be subject to any recorded utility and drainage easements over said Common Areas. The Developer and the Architectural Review Board, as applicable, shall have authority to establish reasonable rules and regulations governing the use of the Common Areas including, without limitation, any swimming pools, which rules and regulations shall be a restriction upon every owner's right and easement of enjoyment to such Common Areas. Except for conveyance of Common Areas by Developer to the Association, no Common Areas shall be mortgaged or conveyed without the written consent of Owners (excluding Developer) of at least two-thirds (2/3) of all Lots. In the event that any ingress or egress to or from any Lot within the Property is through any such Common Areas, any conveyance or encumbrance of such Common Areas shall be subject to an easement for ingress or egress appurtenant to such Lot. Prior to the sale of the last Lot in the Property, the Developer shall transfer ownership by Special Warranty Deed to the Association, of all Common Areas designated on the Plat of the Property.

Section 25. Fencing.

A. The Developer's goal is to keep all fencing or screening as harmonious as possible with the architectural character of the community. Any fence or screen must have the review and approval called for in Article VII before installation is undertaken. No fence or screen will be approved if the installation will obstruct sight lines for vehicular traffic. The Developer discourages fencing of the entire back yard due to the effect such fencing may have on the feeling of spaciousness. Fences may be privately installed but must be constructed to professional level of quality. Installed fences will be inspected by a representative of Developer after completion, to insure that the final product is of a professional quality. Approval of the fence is withheld until successful completion of this final review.

B. Only the following fence types will be approved:

- i. A four-foot (4') wood picket fence will be allowed on the rear lot line and side yard lot lines. There shall be only one style of fence, i.e., same materials, style, construction, and orientation which shall be the same as the style of 4-foot wood picket fence approved for the Lakewood Oaks Subdivision adjacent to the Property.

ARTICLE IX.

GENERAL PROVISIONS

Section 1. Enforcement. Enforcement of the covenants, conditions, restrictions, reservations, easements, liens, and charges set forth in this Declaration shall be as herein provided or otherwise by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenants, conditions, restrictions, reservations, easements, liens, and charges, either to restrain violation or to recover damages or both, and against the land to enforce any lien or charge created by this Declaration. Except as otherwise provided in this Declaration, any such action may be initiated by Developer, any affected or aggrieved Owner, or the Association created and referred to herein. Failure by Developer, any Owner, or the Association to enforce any covenants, conditions, restrictions, reservations, easements, liens, or charges herein contained, or any delay in such enforcement, shall in no event be deemed a waiver of the right to do so thereafter. Developer reserves the right, in Developer's sole discretion, to assign or delegate any rights or obligations of Developer under this Declaration.

Section 2. Term and Amendment. The provisions of this Declaration shall run with and bind the Property for a term of twenty (20) years, commencing on the date hereof, after which period the provisions of this Declaration shall be automatically extended for successive terms of ten (10) years. The provisions of this Declaration may be amended during the initial twenty (20) year period by an instrument signed by owners of not less than sixty percent (60%) of all votes which may be cast by Members, and following such initial twenty (20) year period, by an instrument signed by Owners of not less than two-thirds (2/3) of all lots. Any such amendment shall be effective upon the date that such instrument shall be properly executed, acknowledged, and filed of record in the office of the Director of Records for Jackson County, Missouri. Notwithstanding any provision of this Declaration to the contrary, so long as Class B membership shall continue in effect as provided in Article IV of this Declaration the Developer acting alone may amend the provisions of this Declaration. Notwithstanding anything herein to the contrary, no provision of this Declaration which limits or restricts the liability of Developer, or which grants rights or authority to Developer, may be amended without the Developer's prior written consent affixed to such amendment.

Section 3. Non-Liability. To the fullest extent permitted by law, neither Developer nor the Association, nor any directors or officers of Developer or the Association, nor any member of the Architectural Review Board, nor any other members of committees of the Association, shall be liable to any member or Owner, or to any occupant of any Lot, or to any other person or entity, for any damage, loss, or prejudice arising from, or claimed on account of, any approval or disapproval of, or other decision regarding, any plans or specifications, or arising from, or claimed on account of, any other action or inaction made in good faith and reasonably believed to be within the scope of rights, powers, and duties hereunder or otherwise.

Section 4. Notices. Any notices required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly given upon hand delivery or when mailed, postage prepaid, to the last known address of the person who appears as such Member or Owner on the records of the Association at the time of such delivery or mailing.

Section 5. Language Variation. The use of pronouns or of the singular or plural as used herein shall be deemed to be changed as necessary to conform to actual facts.

Section 6. Severability. If any provision in this Declaration or application thereof to anyone or under any circumstances is adjudicated by any court of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision or application of this Declaration that can be given effect without the invalid or unenforceable provision or application and such invalid or unenforceable provision shall be modified and enforced to the fullest extent permitted by law. If any of the covenants, conditions, restrictions, reservations, easements, liens, charges, or other provisions of this Declaration shall be unlawful, void, or voidable for violation of the rule against perpetuities, then such provision shall continue until 21 years after the death of the survivor of the now living descendants

of Dana L. Zander.

IN WITNESS WHEREOF, Developer has caused this Declaration to be executed this 10th day of June, 1996.

DIAMOND DEVELOPMENT, INCORPORATED

By: //s// Dana L. Zander, V.P.
DANA L. ZANDER, Vice President

(Corporate Seal)

STATE OF MISSOURI)
) SS.
COUNTY OF JACKSON)

On this 11th day of June, 1996, before me a Notary Public, personally appeared DANA L. ZANDER, Vice President of DIAMOND DEVELOPMENT, INCORPORATED, a Missouri corporation, known to me to be the person who executed the foregoing instrument on behalf of said corporation and acknowledged that he executed and sealed the same by authority of said corporation's Board of Directors for the purposes stated therein and as the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Kansas City, Missouri, the day and year last written above.

My Commission Expires:
<blank>

//s// Cheryl Odom
NOTARY PUBLIC

EXHIBIT "A"

All of OAKS RIDGE, a subdivision in Lee's Summit, Jackson
County, Missouri, according to the recorded plat thereof,

AND

All of OAKS RIDGE ESTATES, a subdivision in Lee's Summit,
Jackson County, Missouri, according to the recorded plat thereof.

FIRST AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS, AND EASEMENTS AND RESTRICTIONS OF

OAKS RIDGE AND OAKS RIDGE ESTATES

This First Amendment is made on the date hereinafter set forth by Diamond Incorporated, a Missouri corporation (the "Developer").

WHEREAS, Developer created that certain Declaration of Covenants, Conditions, Easements and Restrictions of Oaks Ridge and Oaks Ridge Estates dated June 10, 1996 which was recorded with the Jackson County, Missouri Department of Records on June 12, 1996 as Document No. I-0036994 (the "Declaration"), covering the real property described on Exhibit A attached hereto (the "Property"); and

WHEREAS, Article IX, Section 2 of the Declaration provides that so long as membership shall continue in effect as provided in Article IV of the Declaration the Developer acting alone may amend the provisions of the Declaration; and

WHEREAS, Class B membership currently is in effect and the Developer is the sole class Member; and

WHEREAS, Developer desires to amend the Declaration with regard to certain provisions;

NOW THEREFORE, in consideration of the foregoing recitals the Developer hereby takes the following actions:

A. Section 19 of Article VIII of the Declaration is hereby amended by deleting the words "thirty-six (36) inches" from the last line thereof and in lieu thereof inserting the words "eighteen (18) inches". This amendment relates to satellite dishes.

B. All other provisions of the Declaration not inconsistent with this First Amendment shall remain in full force and are hereby ratified.

IN WITNESS WHEREOF, Developer has executed this First Amendment this 11th day of November, 1996.

[Corporate Seal]

DIAMOND DEVELOPMENT, INCORPORATED

By //ss// Dana L. Zander
Dana L. Zander, Vice President

STATE OF MISSOURI)
COUNTY OF JACKSON)

On this 11th day of Nov, 1996, before me a Notary Public, personally appeared Dana L. Zander, Vice President of Diamond Development, Incorporated, a Missouri corporation, known to me to be the person who executed the foregoing instrument on behalf of said corporation and acknowledged that he executed and sealed same by authority of said corporation's Board of Directors for the purposes stated therein and as the free act and deed of said corporation.

//s// Cheryl Odom
Notary Public

My Commission Expires:
[Seal]

EXHIBIT "A"

OAKS RIDGE, a subdivision in Lee's Summit, Missouri, Jackson
County Missouri, according to the recorded plat thereof.

AND

OAKS RIDGE ESTATES, a subdivision in Lee's Summit,
Jackson County, Missouri, according to the recorded plat thereof.

**SECOND AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS, EASEMENTS AND RESTRICTIONS OF**

OAKS RIDGE AND OAKS RIDGE ESTATES

This Second Amendment is made on the date hereinafter set forth by Diamond Development Incorporated, a Missouri corporation (the "Developer").

WHEREAS, Developer created that certain Declaration of Covenants, Conditions, Easements and Restrictions of Oaks Ridge and Oaks Ridge Estates dated June 10, 1996 which was recorded with the Jackson County, Missouri Department of Records on June 12, 1996 as Document No. I-0036994, which the Declaration was amended by that certain First Amendment dated November 11, 1996 and recorded November 13, 1996 as Document No. I-0071130 (the Declaration as so amended is hereinafter collectively referred to as the "Declaration"), covering the real property described on Exhibit A attached hereto (the "Property"); and

WHEREAS, Article IX, Section 2 of the Declaration provides that so long as Class B membership shall continue in effect as provided in Article IV of the Declaration the Developer acting alone may amend the provisions of the Declaration; and

WHEREAS, Class B membership currently is in effect and the Developer is the sole Class B member;

WHEREAS, Developer desires to amend the Declaration with regard to certain provisions;

NOW THEREFORE, in consideration of the foregoing recitals the Developer hereby takes the following actions:

- A. Article II of the Declaration is amended by deleting the words "35" from the last line thereof and inserting in lieu thereof the words "45".
- B. The following new language is added to Article III of the Declaration:
"The Developer may, in its sole and absolute discretion, choose not to create the Association prior to the date Developer no longer owns any Lots in the Property."
- C. The following language is added to Article V of the Declaration:
"In the event Developer chooses not to create the Association prior to the date Developer no longer owns any Lots in the Property, Developer shall exercise the powers and perform the duties of the Association until its creation including, without limitation, collecting assessments and disbursing funds for costs associated with exercising said powers and performing said duties."
- D. Section 2 of Article IX of the Declaration is amended by deleting the words "so long as Class B membership shall continue in effect" from the tenth and eleventh lines thereof and inserting in lieu thereof the words "until the date of expiration of the Class B membership".
- E. Section 3 of Article IX of the Declaration is amended by adding the words "agents, employees" after the words "directors" in the second line thereof.
- F. All other provisions of the Declaration not inconsistent with this Second Amendment shall remain in full force and are hereby ratified.

IN WITNESS WHEREOF, Developer has executed this Second Amendment this 8TH day OF

May, 1997.

[Corporate Seal]

DIAMOND DEVELOPMENT, INCORPORATED

By //ss// Dana L. Zander
Dana L. Zander, Vice President

STATE OF MISSOURI)
COUNTY OF JACKSON)

On this 8th day of May, 1997, before me a Notary Public, personally appeared Dana L, Zander, Vice President of Diamond Development, Incorporated, a Missouri corporation, known to me to be the person who executed the foregoing instrument on behalf of said corporation and acknowledged that he executed and sealed same by authority of said corporation's Board of Directors for the purposes stated therein and as the free act and deed of said corporation.

//s// Kathleen Uhlig
Notary Public

My Commission Expires:
[Seal]
May 30, 1999

EXHIBIT "A"

All of OAKS RIDGE, a subdivision in Lee's Summit, Jackson
County, Missouri, according to the recorded plat thereof,

AND

All of OAKS RIDGE ESTATES, a subdivision in Lee's Summit,
Jackson County, Missouri, according to the recorded plat thereof.

**THIRD AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS, EASEMENTS AND RESTRICTIONS OF
OAKS RIDGE AND OAKS RIDGE ESTATES**

This Third Amendment is made on the date hereinafter set forth by Diamond Development, Incorporated, a Missouri corporation (the "Developer").

WHEREAS, Developer created that certain Declaration of Covenants, Conditions, Easements and Restrictions of Oaks Ridge and Oaks Ridge Estates dated June 10, 1996 which was recorded with the Jackson County, Missouri Department of Records on June 12, 1996 as Document I-0036994, which Declaration was amended by that certain First Amendment dated November 11, 1996 and recorded November 13, 1996 as Document No. I-0071130 and further amended by that certain Second Amendment dated May 8, 1997 and recorded May 9, 1997 as Document 97-I26780 (the Declaration as so amended is hereinafter collectively referred to as the "Declaration"), covering real property described on Exhibit A attached hereto (the "Property"); and

WHEREAS, Article IX, Section 2 of the Declaration provides that until expiration of the Class B membership as provided in Article IV of the Declaration the Developer acting alone may amend the provisions of the Declaration; and

WHEREAS, Class B membership currently is in effect and the Developer is the sole Class B Member; and

WHEREAS, Developer desires to amend the Declaration with regard to certain provisions;

NOW THEREFORE, in consideration of the foregoing recitals the Developer hereby takes the following actions:

A. Article II of the Declaration is amended by adding the following new language:

"Pursuant to Article II of the Declaration, in the future Developer intends to add to the Property the real estate identified as lots numbered 390 through 431 on the Preliminary Plat of Oaks Ridge Meadows-7th Plat, Lee's Summit, Jackson County, Missouri as approved by the City of Lee's Summit pursuant to Application No. P97-047 (hereinafter referred to as the "Additional Phase"). The Additional Phase may consist of the lots shown on said Preliminary Plat or may consist of any different development plan in Developer's sole and absolute discretion. No review or approval of the Additional Phase shall be required or allowed by Members other than the Developer. Developer shall be under no obligation to add the Additional Phase to the Property."

B. The following new language is added to Article III of the Declaration:

"Notwithstanding any contrary provisions of this Declaration, Developer shall be a Member of the Association as long as Developer owns any Lot in the Property or owns any proposed lot in the Additional Phase once the Additional Phase is added to the Property. If Developer sells all of the Lots it owns in the Property before the Additional Phase is added to the Property, Developer shall still retain its Class B membership in the Association until and after the Additional Phase is added to the Property."

C. Article IV of the Declaration is amended under the heading title "Class B" to provide that Class B Member shall be entitled to cast, in person or by proxy, three votes for each Lot owned and three votes for each proposed lot in the Additional Phase (currently 42 proposed lots) until the Additional Phase is added to the Property. Article IV of the Declaration is further amended under the heading titled "Class B" to provide Class B membership shall cease (without conversion to Class A membership) upon the earlier of the following dates:

i. The date when the Developer no longer owns any Lots in the Property and no longer owns any proposed lots or other part of the Additional Phase after the Additional Phase is added to the Property; or

ii. November 10, 2002.

D. Section 2 of the Article VII of the Declaration is deleted in its entirety and a new Section 2 is added in lieu thereof to read as follows:

"Section 2. The Architectural Review Board. At such time as Developer ceases to own any Lot subject to this Declaration and ceases to own any proposed lot in the Additional Phase after the Additional Phase is added to the Property by Developer, an Architectural Review Board consisting of three or more persons shall fulfill the architectural control functions of Developer set forth in this Article VII. Such Architectural Review Board shall be appointed the Board of Directors of the Association. Such Architectural Review Board shall not be created prior to the date Developer ceases to own any proposed lot in the Additional Phase after the Additional Phase is added to the Property by Developer. All development plans and activity by Developer in the Additional Phase and all homes to be constructed in the Additional Phase shall be subject only to the review and approval of Developer in its sole and absolute discretion and shall not be subject to any review or approval by any Architectural Review Board or any other grouping of Members other than Developer."

E. Section 2 of Article IX of the Declaration is amended by adding a new sentence to the twelfth line thereof after the word "Declaration" and before the word "Notwithstanding" to read as follows:

"Notwithstanding any contrary provision in this Declaration, no Member or grouping of Members other than Developer may amend this Declaration prior to expiration of the Class B membership."

F. All other provisions of the Declaration not inconsistent with this Third Amendment shall remain in force and are hereby ratified.

IN WITNESS WHEREOF, Developer has executed this Third Amendment this 21st day of May, 1998.

[Corporate Seal]

DIAMOND DEVELOPMENT, INCORPORATED

By //ss// Jack H. Cordsen
Jack H. Cordsen, President

STATE OF MISSOURI)
COUNTY OF JACKSON)

On this 21st day of May, 1998, before me a Notary Public, personally appeared Jack H. Cordsen, President of Diamond Development, Incorporated, a Missouri corporation, known to me to be the person who executed the foregoing instrument on behalf of said corporation and acknowledged that he executed and sealed same by authority of said corporation's Board of Directors for the purposes stated therein and as the free act and deed of said corporation.

//s// Karrie Booth
Notary Public

My Commission Expires:
[Seal]
October 12, 2001

EXHIBIT "A"

All of OAKS RIDGE, a subdivision in Lee's Summit, Jackson
County, Missouri, according to the recorded plat thereof,

AND

All of OAKS RIDGE ESTATES, a subdivision in Lee's Summit,
Jackson County, Missouri, according to the recorded plat thereof.

**FOURTH AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS, EASEMENTS AND RESTRICTIONS OF**

OAKS RIDGE AND OAKS RIDGE ESTATES

This Fourth Amendment is made on the date hereinafter set forth by Diamond Development, Incorporated, a Missouri corporation (the "Developer").

WHEREAS, Developer created that certain Declaration of Covenants, Conditions, Easements and Restrictions of Oaks Ridge and Oaks Ridge Estates dated June 10, 1996 which was recorded with the Jackson County, Missouri Department of Records on June 12, 1996 as Document I-0036994, which Declaration was amended by that certain First Amendment dated November 11, 1996 and recorded November 13, 1996 as Document No. I-0071130 and further amended by that certain Second Amendment dated May 8, 1997 and recorded May 9, 1997 as Document 97-I26780 and further amended by that certain Third Amendment recorded May 22, 1998 as Document No. 98-I39009 (the Declaration as so amended is hereinafter collectively referred to as the "Declaration"), covering real property described on Exhibit A attached hereto (the "Property"); and

WHEREAS, Class B membership currently is in effect and the Developer is the sole Class B Member; and

WHEREAS, Developer desires to amend the Declaration with regard to certain provisions;

WHEREAS, Article II of the Declaration provides that at any time during the period ending 5 years after the date of the original Declaration, the Developer shall have the right to add additional real estate to be made subject to the Declaration and to be made a part of the Property without a vote by the Members; and

WHEREAS, Developer desires to add the additional real estate described on Exhibit B attached hereto (the "Additional Real Estate") to the Property and subject the Additional Real Estate to the Declaration; and

NOW THEREFORE, in consideration of the foregoing recitals the Developer hereby takes the following actions:

A. Article I, Section 3 of the Declaration is deleted in its entirety and a new Section 3 is added to read as follows:

"Section 3. "Developer" shall mean and refer to Diamond Development, Incorporated, and Diamond Development North, Incorporated, or an assignee to whom Developer's rights hereunder are hereafter assigned by Instrument duly executed and acknowledged by Developer and filed of record. Either of said corporations acting alone may exercise the rights and fulfill the duties of the Developer under this Declaration. Each of said corporations shall be considered interchangeable with regard to the calculation of votes entitled to be cast by the Class B Member."

B. The Additional Real Estate is added to the Property and shall hereafter be subject to the Declaration as amended by this Fourth Amendment. The Additional Real Estate is the "Additional Phase" referred to in the Third Amendment to the Declaration.

C. A new Section 3 (c) is added to Article VIII of the Declaration to read as follows:

"C. Minimum Size Requirements For Oaks Ridge-2nd Plat. The following types of residences in that portion of the Property described on Exhibit B attached hereto (the Additional Real Estate; OAKS RIDGE-2ND PLAT) must have the minimum floor area in square feet indicated below excluding porches, garages, basements, breezeways, and attics:

i) One story residence with attached garage requires a minimum total floor area of 1800 square feet.

ii) One and one-half story residence and a reverse one and one-half story residence with attached garage requires a minimum 2200 square feet.

iii) Two story residence requires a minimum total floor area of 2200 square feet.

iv) Split-level and raised ranch residences are not allowed."

D. A new Section 26 is added to Article VIII of the Declaration to read as follows:

"Section 26. Trees, Landscaping and Natural Buffers. No tree may be removed from any Lot by a homeowner or builder before or after construction of a house without the prior written consent of the Developer noted on a plot plan of the Lot which consent may be given or denied in Developer's sole and absolute discretion. No burning or other landscaping created or provided by Developer in Common Areas or on Lots may be removed or altered without the prior written consent of Developer which consent may be given or denied in Developer's sole and absolute discretion. Notwithstanding any contrary provision of this Declaration, the provisions of this Section 26 may not be amended or cancelled without the prior written consent of the Developer. "

E. A new Section 27 is added to Article VIII of the Declaration to read as follows:

"Section 27. Outdoor Equipment. On all Lots in the Additional Real Estate (Oaks Ridge-2nd Plat) there shall be no permanent or temporary structures, buildings, equipment, apparatus, treehouses, swing sets in excess of 10 feet in height, trampolines or other improvements, without the prior written consent of the Developer which consent may given or denied in Developer's sole and absolute discretion. Notwithstanding any contrary provision of this Declaration, the provisions of this Section 27 may not be amended or cancelled without the prior written consent of the Developer."

F. A new Section 28 is added to Article VIII of the Declaration to read as follows:

"Section 28. Builder Restriction. The purchaser of any Lot from Developer is the only person or entity authorized to build on said Lot and said purchaser may not subsequently transfer title to said Lot without first building a home on said Lot unless the prior written consent of the Developer is obtained which consent may be given or denied in Developer's absolute discretion. If the purchaser of any Lot is not a builder, the builder of the home on the Lot must be approved in writing by the Developer."

G. All other provisions of the Declaration not inconsistent with this Fourth Amendment shall remain in full force and are hereby ratified.

INWITNESS WHEREOF, Developer has executed this Fourth Amendment this 18th day of July, 2000.

[Corporate Seal]

DIAMOND DEVELOPMENT, INCORPORATED

By //ss// Dana Zander
Dana Zander, Vice-President

[Corporate Seal]

DIAMOND DEVELOPMENT NORTH, INCORPORATED

By //ss// Dana Zander
Dana Zander, President

STATE OF MISSOURI)
COUNTY OF JACKSON)

On this 18th day of July, 2000, before me a Notary Public, personally appeared Dana Zander, Vice-President of Diamond Development, Incorporated, a Missouri corporation, known to me to be the person who executed the foregoing instrument on behalf of said corporation and acknowledged that he executed and sealed same by authority of said corporation's Board of Directors for the purposes stated therein and as the free act and deed of said corporation.

//s// Karrie Booth
Notary Public

My Commission Expires:
[Seal]
October 12, 2001

EXHIBIT "A"

All of OAKS RIDGE, a subdivision in Lee's Summit, Jackson
County, Missouri, according to the recorded plat thereof,

AND

All of OAKS RIDGE ESTATES, a subdivision in Lee's Summit,
Jackson County, Missouri, according to the recorded plat thereof.

EXHIBIT B

Legal Description of the Additional Real Estate

All of OAKS RIDGE-2ND PLAT, Lots 72 thru 114, a subdivision of Lee's Summit,
Jackson County, Missouri, according to the recorded plat thereof.