Covenants

The following pages list our Covenants as recorded when Sugarland was first established.

From time to time, as deemed necessary, amendments to the covenants have been and will be adopted by the majority vote of residents, to better improve our development.

Just like husbands and wives, brothers and sisters, we do not all have the same wants, tastes or beliefs. While the following covenants are legally binding to all property owners, they are not intended to severely limit individual choice. They are to serve as a minimum standard protecting each of our properties in the event one of our individual preferences conflicts with what is deemed "best for the community."

Please take time to read the covenants and become familiar with your obligations to your neighbors and the neighborhood.

DECLARATION

OF COVENANTS, CONDITIONS AND RESTRICTIONS

OF

SUGARLAND ESTATES

THIS DECLARATION made on the date hereinafter set forth by SUBURBAN LAND COMPANY, a Missouri corporation, hereinafter referred to as the "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in the City of Pleasant Hill, County of Cass, State of Missouri, which is more particularly described as:

> Lots 3 - 42, SUGARLAND ESTATES, a subdivision in Pleasant Hill, Cass County, Missouri, according to the recorded plat thereof.

AND WHEREAS, Declarant desires to place certain protective covenants, conditions, restrictions, reservations, liens and charges on said property, as hereafter set forth, and such other property as may subsequently be subjected hereto, for the use and benefit of Declarant, its grantees and assigns:

WHEREAS, the Declarant desires to provide for the preservation and enhancement of the property values, amenities and opportunities in a residential subdivision to be developed in the aforesaid area and for the maintenance of the property and improvements thereon, and such other property as may be subsequently subjected hereto, and to this end desires to subject the real property heretofore described, 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:

WHEREAS, the Declarant deems it desirable, for the efficient preservation of the environment, values, and amenities in said property, 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 herein after created, and promoting the recreation, health, safety and welfare of the residents; and

WHEREAS, the Declarant has incorporated or caused to be incorporated or will cause to be incorporated, under the laws of the State of Missouri The Sugarland Estates Home Owners Association, Inc., as a not-for-profit corporation for the purpose of exercising the functions aforesaid;

NOW THEREFORE, Declarant hereby declares that all of the property described above and any property subsequently annexed by separate Declaration hereto, shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions all of which are for the purpose of enhancing and protecting the value, desirability, and attractiveness of said property. These easements, covenants, restrictions, and conditions shall run with the real property and shall be binding on all parties having or acquiring any right, title or interest in the described property or any part thereof,

their heirs, successors and assigns and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to The Sugarland Estates Home Owners Association, Inc., its successors and assigns.

Section 2. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the members of the Association.

Section 3. "Declarant" shall mean and refer to Suburban Land Company its successors and assigns.

Section 4. "Improved Property" shall mean a single tract consisting of one or more contiguous lots on which a residence has been constructed or is in the process of being constructed or on which any other building has been constructed or is in the process of being constructed thereon, as of January 1 of any calendar year.

Section 5. "Lot" shall mean and refer to any separately numbered plot of land shown upon any recorded subdivision map of the Property excepting the Common Area.

Section 6. "Maintenance" shall mean the exercise of reasonable care to keep buildings, landscaping, lighting, and other related improvements and fixtures in a condition comparable to their original condition, normal wear and tear excepted. maintenance of landscaping shall further mean the exercise of generally accepted garden management practices necessary to promote a healthy, weedfree environment for optimum plant growth.

Section 7. "Member" shall mean and refer to every person or entity who hold membership in the Association.

Section 8. "Mortgage" shall mean a conventional mortgage or a deed of trust.

Section 9. "Mortgagee" shall mean a holder of a conventional mortgage or a beneficiary under or holder of a deed of trust.

Section 10. "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 Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 11. "Property" 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, and these restrictions, as hereinafter provided.

Section 12. "Unimproved Property" shall mean any lot or lots which do not meet the definition of "Improved Property" as of January 1 of any calendar year.

Section 13. "Supplementary Declaration" shall mean and refer to any declaration of covenants, conditions or restrictions which may be recorded by the Declarant which contains some complementary provisions in relation to the Property or any portion thereof as authorized herein and is reasonably related to the general welfare

of the Owners and occupants within the Property or the portion thereof affected by same.

ARTICLE II

ANNEXATION OF ADDITIONAL PROPERTIES

Section 1. If within ten (10) years of the date of this Declaration, the Declarant 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 land hereafter annexed to the heretofore described land, such additional lands may be annexed to said property by the unanimous vote of Class B members without the assent of any member other than the Declarant.

Section 2. Following the period set forth in the preceding section, annexation of addition property to be made subject to these restrictions shall require the assent of two thirds (2/3) of all Class A 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 then 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 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 requirements set forth above and the required quorum at such subsequent meeting shall be one-half (1/2) 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.

ARTICLE III

ASSOCIATION MEMBERSHIP

Every person or entity that is a record owner of a fee of undivided fee interest in any Lot which is subject to covenants of record, including contract sellers, 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 shall have more than one membership. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to covenants or record. Ownership of such Lot shall be the sole qualification for membership.

ARTICLE IV

VOTING RIGHTS

The Association shall have two classes of voting membership.

Class A. Class A members shall be all Owners with the exception of the Declarant. Class A members shall be entitled to one 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, 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 any Lot. If the residence on a lot is a duplex as permitted herein, then the owner of each unit of the duplex may cast a half (1/2) vote.

Class B. The Class B member shall be the Declarant. Class

B members shall be entitled to three (3) votes for each Lot in which it holds the interest required for membership by Article III. Class B membership may be converted to Class A membership, as to any Lots, at the option of Declarant, by delivery of a written notice to the President of the Association, or at such time as the total votes outstanding in the Class A membership equals the total votes outstanding in the Class B membership and shall in any event cease to exist, and all Lots owned by the Declarant shall become the subject of a Class A membership on January 1, 1999.

ARTICLE V

POWERS AND DUTIES

In addition to any and all powers, rights and privileges granted to a Missouri not-for-profit corporation, 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 or restrictions which 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 general fund of the Association.

(2) To provide for the plowing and removal of snow from the sidewalks and streets.

(3) To maintain, plant, care for, spray, trim, protect and replant trees, grass, shrubs and other landscaping on all streets in public places or in the common areas.

(4) To provide and maintain such lights as the Association may deem advisable on streets, areas dedicated to the public or for the use of members of this Association, gateways, entrances or other features.

(5) 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 the members.

(6) To provide for the establishment, operation and maintenance of parks, playgrounds, community center, recreational facilities, gateways and entrances, fountains, streams, all ornamental features and the equipment thereof on any land set aside for the general use of the public and the owners, or to which all such owners have access and use thereof; and to provide for the maintenance of natural water courses within the property.

(7) To erect and maintain signs for the marking of the streets.

(8) To provide for all general items of use, maintenance and repair on or over the common areas.

(9) To provide for additional police service by special arrangement with State, City or County authorities.

(10) To obtain fire insurance covering the full insurable replacement value of the common area with extended coverage.

(11) To obtain liability insurance insuring the Association against any and all liability to the public, to any owner, or to the invitees or tenants of any owner arising out of their occupation and/or use of the common area. The policy limits shall be set by the

Association, and shall be reviewed at least annually and increased or decreased at the discretion of the Association.

(12) 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.

(13) 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.

(14) To mow, care for, and maintain, and to cut and remove weeds and grass from vacant property; to pick up and remove therefrom loose material, trash and rubbish of all kinds, and to do any other thing necessary or desirable in the judgment of the officers of said Association to keep such vacant and unimproved property neat in appearance and in good order.

(15) 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, and such taxes as may be assessed against the common areas. 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.

(16) To enter into such agreements with other Homes Association, municipalities, political subdivisions, individuals and corporations in order to implement the purposes of the Association and to provide such improvements for the benefit of the owners and members of this Association within the purview of this Declaration.

ARTICLE VI

PROPERTY RIGHTS

Section 1. Members' Easements of Enjoyment. Every Member shall have a right to ingress and egress 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 subject to the following provisions:

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

(b) 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;

(c)) The right of the Association to suspend the voting rights and right to use of recreational facilities by any Member for a period during which any assessment against his Lot remains unpaid and for a period not to exceed 60 days for any infraction of its published rules and regulations;

(d) The right 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 the votes of the Class A membership and two-thirds (2/3) of the votes of the Class B membership, if any, has been recorded, agreeing to such dedication or transfer.

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

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws of the Association, his right of enjoyment to the Common Area and facilities to the members of his immediate 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 at such time as the Declarant may wish to make such a conveyance, from time to time.

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 agents, tenants, licensees, agents or member 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.

ARTICLE VII

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the property, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, 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: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided. The annual and special assessments together with such interest thereon and such costs of collection thereof, and reasonable attorney's fees, shall be a charge on the land and shall be continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest, costs and reasonable attorney's fees shall also be the personal obligation of the person or persons who were the Owner or Owners of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The 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 Property and in particular for the improvements and maintenance of the Property, including, but not limited to, the payment of taxes and insurance on the Common Area, repairs to, replacement of and additions to the Common Area, for the cost of labor, equipment, materials, management and supervision of the Common Area, and for

the Maintenance, repair and services listed in Article V hereor, and for any other purpose which is necessary or desirable for the maintenance and improvement of the Property and Common Area, or which is of general benefit to the Owners and occupants.

Section 3. Basis and Maximum of Annual Assessments. Until January 1, 1990 the maximum annual assessment shall be One Hundred and no/100 Dollars ($100.00) per improved Lot and Fifty and no/100 Dollars ($50.00) per unimproved lot.

(a) From and after January 1, 1990 the maximum annual assessment may be increased effective January 1 of each year without a vote of the membership in conformance with the rise, if any, of the Consumer Price Index (published by the Department of Labor, Washington, D.C.) between the months of July during the two immediately preceding calendar years.;

(b) From and after January 1, 1990 the maximum annual assessment may be increased above that established by the Consumer Price Index formula by a vote of the members for the next succeeding two (2) years and at the end of each such period of two (2) years, for each succeeding period of two (2) years, provided that any such change shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting setting forth the purpose of the meeting. The limitations hereof shall not apply to any change in the maximum and basis of the assessments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation.

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

(d) If a improved Lot has an allowed duplex residential structure the assessments set forth in (a) - (c) above shall be the same as for other Lots but shall be split, billed and collected equally between the two (2) units of the duplex.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy in any assessment year, a special assessment applicable to that year only, 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) of the votes of each class of members 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 Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called

subject to the same notice requirement and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days followings the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate per Lot.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to an individual Lot on the first day of the sixth month following the original conveyance of each such Lot by Declarant or upon the first day of the month following the issuance of an occupancy permit by appropriate authorities approving the occupancy of a dwelling on such Lot, whichever shall first occur. The first annual assessment for an individual Lot shall be prorated 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 at least thirty (30) days in advance of each annual assessment period which shall be based upon a calendar year. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due date shall be January 1st of each year unless established otherwise by the Board of Directors.) The Association shall, upon demand, and for 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 of the date of its issuance.

Section 8. Effect of Nonpayment 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 Ten per cent (10%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property, and interest, costs and reasonable attorney's 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.

Section 9. Subordination of the Lien to Mortgages. The lien of assessments provided for herein shall be subordinate to the lien of any first mortgage or first deed of trust. Sale or transfer of any Lot shall not affect the assessment lien; provided, however, that in the event of default in the payment of any obligation secured by such mortgage or deed of trust such subordination shall apply only to the assessments of installments thereof which shall become due and payable prior to the sale of such property pursuant to a foreclosure of such mortgage or pursuant to power of sale under such deed of trust, or prior to a conveyance to the mortgagee or holder of the deed of trust in lieu of foreclosure. Such sale or conveyance in lieu of foreclosure shall not relieve such property from liability for any assessments or installments thereof thereafter becoming due nor from the lien of any such subsequent assessments or installments.

Section 10. 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; and (b) the Common Area. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

ARCHITECTURAL CONTROL

Section 1. Conditions. No improvements, alterations, repairs, excavations, changes in grade or other work which in any way alters the exterior of any property or the improvements located thereon from its natural or improved state existing on the date such property was first conveyed in fee by the Declarant to an Owner shall be made or done without the prior approval of Suburban Land Company, so long at the Class B membership continues to exist, 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 without the prior written consent of the Suburban Land Company so long as the Class B membership continues to exist.

Section 2. The Architectural Review Board. An Architectural Review Board consisting of three or more persons shall fulfill the functions of Suburban Land Company as set forth in this Article VIII at such time as the Class B membership shall cease to exist. Such Board shall be appointed by the Board of Directors of the Association.

Section 3. Purpose. Suburban Land Company or the Architectural Review Board as applicable, shall regulate the external design, appearance, use, location and maintenance of the Property and of improvements thereon in such a manner so as to preserve and enhance values and to maintain a harmonious relationship among structures and natural vegetation and topography.

Section 4. Procedures. In the event Suburban Land Company or the Architectural Review Board, as applicable, fails to approve, modify or disapprove in writing an application within thirty (30) days after plans and specifications in writing have been submitted to it, in accordance with adopted procedures, approval will be deemed granted. the applicant may appeal an adverse Architectural Review Board decision to the Board of Directors, which may reverse or modify such decision by a two-third (2/3) vote of the directors. No appeal my be taken from a decision of Suburban Land Company.

ARTICLE IX

USE RESTRICTIONS

Section 1. Use of Land. (a) Except as set forth in subsection (b), none of said Lots 3 through 42 may be improved, used, or occupied for other than private single family residential purposes (except for model homes used by the Declarant) and no flat or apartment house, although intended for residential purposes, may be erected thereon. No structure of a temporary character, trailer, basement, earth contact structure, tent, shack, garage, barn or other outbuilding shall be used on any portion of any Lot at any time as a residence, either temporary 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.

(b) Duplex family residential units may be constructed on Lots 3 through 18 in addition to the use set forth in subsection (a) above.

(c) Not withstanding any other provision of this Article, it shall be expressly permissible for the Declarant and its contractors and subcontractors to maintain, during the period of construction of any improvements upon any Lot, such facilities as in the sole

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

Section 3. Minimum Size Requirements.

(a) Single Family Residences. No single family residence of one story with attached garage shall be erected having a ground floor area of less than 1,000 square feet which shall be exclusive of porches, garages and breezeways. No single family residence of one and one-half story with attached garage shall be erected having a ground floor area of less than 850 square feet, but in no event, less than 1,250 square feet total. No split-level single family residences shall be erected having a living area of less than 1,200 square feet on the two main levels. No single family residence of two stories shall be erected having less than 850 square feet on the ground level, but in no event, less than 1,450 square feet total.

No single family residence having the appearance from the front of a two story residence, including the foundation, with principal living area on the second floor, shall have less than 1,200 square feet on the second floor or principal living area. Any dwelling with basement garages must have at least 1,200 square feet on the main living area.

(b) Duplex Family Residences. No duplex resident of one story shall be erected having a ground floor area of less than 1,600 square feet, which shall be exclusive of porches, garages and breezeways. No split-level duplex residence shall be erected having a living area of less than 1,800 square feet on the two main levels. No duplex residence of two stories, shall be erected having less than 1,200 square feet on the ground level. No duplex residence having the appearance from the front of a two story residence, including the foundation, with the principal living area on the second floor shall have less than 1,800 square feet on the second floor of the principal living area. Any dwelling with basement garage must have 1,800 square feet on main living area. No less then one garage per each unit of the duplex shall be allowed.

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. Declarant reserves the right to permit the construction of a dwelling on said property on any Lot 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 or basement private garage for not less than two (2) cars. (With the exception of Duplexes as stated in Section 3, B.) 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 which shall be kept closed as much as practicable to preserve the appearance of the elevation of the house fronting on the street. Driveways must be constructed of poured concrete or asphalt and extend to the curb of the street.

Section 7. Roofing Materials. All roofing shall be wood shingle or asphalt roofing limited to asphalt roofing with the appearance of weathered gray, the exact color and texture of which shall be approved in writing by Suburban Land Company or the Architectural Review Board as applicable. Any other material due to pitch of roof

must be submitted to the Suburban Land Company or the Architectural Review Board for approval.

Section 8. Commercial Activity Prohibited. No commercial activity of any kind shall be conducted on any Lot, but nothing herein shall prohibit the carrying on of promotional activities by the Declarant for the sale of new construction by the Declarant or other builders.

Section 9. Uncompleted Structures. No building shall be permitted to stand with its exterior in an unfinished condition for longer than five (5) 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 then three (3) months. No building shall be occupied until the exterior shall have been completed.

Section 10. Easements. Easements for installation and maintenance of utilities and drainage facilities are and will be reserved by Declarant as shown on the recorded plat of said land. Such easements shall include the right of ingress and egress for construction and maintenance purposes. Within these easements, no fence, 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 my 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.

Section 11. Nuisances. No commercial trade or business and no noxious, illegal, 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 12. Utilities. Water, gas, lights, telephone and other utilities shall be located underground on each residential Lot, except perimeter Lots and other tracts of Land.

Section 13. New Construction. All residences and other building permitted hereby on residential Lots shall be initially new construction. No buildings and no factory manufactured buildings shall be moved onto any of such Lots.

Section 14. 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 household pets not to exceed two (2) in number may be kept, 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 Lots and for the mutual benefit of all the Owners, no animal shall be allowed or permitted on the Common Area, except when on a leash or when in direct and constant control of the Owner thereof or member of his family.

Section 15. Advertising Prohibited. No advertising signs (except one of not more then nine (9) square feet "For Rent" or "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 which 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

the foregoing covenants shall not apply to the business activities, signs and billboards or construction and maintenance of structures by the Declarant or other builders of residential structures during the construction and sale period, and of the Association, in furtherance of its powers and purposes as set forth in these Articles.

Section 16. Screening Required. All equipment, trash can, garbage cans, and storage piles shall be kept screened by adequate planting or fencing so as to conceal them from view of neighboring Owners or Lots. 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 Lots.

Section 17. Storage Tanks. No tank for the storage of fuel may be maintained on any Lot above the surface of the ground.

Section 18. 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 or Common Area hereby restricted.

Section 19. Parking and Storage of Vehicles Prohibited. No school buses, tractors, trucks over one (1) ton, unmounted campers, trailers, unlicensed or inoperable or partially disassembled automobiles or other motor vehicles or trailers shall be regularly parked in the open on any Lot or at the curb and in any event not more than 12 hours at any one time.

Section 20. Trash. No trash, refuse, grass clippings or ashes shall be thrown, dumped or placed upon any undeveloped portions of the Property.

Section 21. No tower or antenna shall be constructed on any Lot in such a location if the height of the tower or antenna is greater than the distance separating its base (tower or antenna) and the nearest property line of the Lot.

Section 22. Any residence which shall be constructed shall have a minimum of one hundred (100) square feet of brick, stone or other masonry on the face of the structure facing the front property line.

Section 23. The erection or maintenance of basketball goals on a lot must not be nearer to the street than the rear building line of the home. amended 6-11-91

Section 24. In addition to the residential structure on each Lot, an out building may be erected but only if it is compatible in appearance and location with the dwelling on the Lot and such determination shall be made by Suburban Land Company or the Architectural Review Board as applicable.

Section 25. The Owner of a Lot where open drainage swales, water channels or detention basins are located shall keep them mowed and maintained and free of debris which might obstruct water. If the Owner fails to comply with this section then the Sugarland Home Owners Association, Inc., may enter upon the Lot to mow, maintain, and remove debris and obstructions at the expense of the Owner.

Section 26. No residential structure shall be allowed on a Lot if the structure was pre-built or manufactured at a location other than the lot.

Section 27. No residence may be occupied [illegible] is completed as certified by Suburban Land Company or the Architectural Review Board as applicable.

Section 28. All residences and structures placed on a Lot shall be fully constructed within six (6) months of the beginning date of construction. The beginning date of construction shall be when ground is first broken to start construction. By completion of construction all yards must have been completely sodded, seeded, or sprigged with grass.

ARTICLE X

GENERAL PROVISIONS

Section 1. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages or both, and against the land to enforce any lien created by these Covenants. Any such action may be initiated by the Declarant, any Owner, or the Homes Association created and referred to herein. Failure by the Declarant or any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall not affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of then (10) years. The covenants and restrictions of this Declaration may be amended during the first twenty (20) year period by an instrument signed by those entitled to cast not less than seventy-five (75) percent of the Class A and B votes combined, and thereafter, by instrument signed by members entitled to cast not less than two-thirds (2/3) of all votes.

IN WITNESS WHEREOF, the said Suburban Land Company by its duly authorized officers, has caused this instrument to be executed this [illegible] day of [illegible], 198?.

SUBURBAN LAND COMPANY

By: Jack L. Mainprize
President

Attest:

[illegible]
Secretary

LOTS 43 THROUGH 52, AND LOTS 85 THROUGH 108

SUGARLAND ESTATES

A SUBDIVISION IN PLEASANT HILL, CASS COUNTY, MISSOURI

THIS DECLARATION, made this 22 day of December, A.D., 1989 by Suburban Land Co., Inc., a Missouri corporation, hereinafter called Developer;

WITNESSETH:

WHEREAS, Developer is now the owner of Lots 43 through 52 and Lots 85 through 108, SUGARLAND ESTATES, a subdivision in Pleasant Hill, Cass County, Missouri according to the recorded plat thereof and now desires to place certain protective restrictions and reservations on all of said property, for the use and benefit of the present owner, and for its future grantees, successors and assign;

NOW THEREFORE, pursuant to Article X, Section 3 of the Declaration of Restrictions and Protective Covenants recorded at Page 22, in Book 1065 of the Recorder of Deeds for Cass County, Missouri, at Harrisonville, the aforesaid Declaration of Restrictions and Protective Covenants are hereby declared to be binding and in full force and effect on the real property subject to this Supplementary Declaration of Covenants and Restrictions. In addition thereto, said Declaration of Restrictions and Protective Covenants is hereby amended by adding an additional section to Article IX, Use Restrictions of said Declaration of Restrictions and Protective Covenants, said section as follows:

Section 3 (c) Single Family Residences. Lots 43-52 and Lots 85-108 No single family residence of one story with attached garage shall be erected having a ground floor area of less than 1,400 square feet which shall be exclusive of porches, garages and breezeways. No single family residence of one and one-half story with attached garage shall be erected having a ground floor area of less than 1000 square feet, but in no event, less than 1,600 square feet total. No split-level single family residences shall be erected having a living area of less than 1,600 square feet on the two main levels. No single family residence of two stories shall be erected having less than 850 square feet on the ground level, but in no event, less than 1,600 square feet total.

No single family residence having the appearance from the front of a two story residence, including the foundation, with principal living area on the second floor, shall have less than 1,400 square feet on the second floor or principal living area. Any dwelling with basement garages must have at least 1,600 square feet on the main living area.

Masonry required on Colonial and Victorian Elevations.

In all other respects, the Developer ratifies and confirms the Declaration of Restrictions and Protective Covenants for Lots 3 through 42, SUGARLAND ESTATES, Lots 43 through 52 of SUGARLAND ESTATES, and Lots 85 through 108, of said Sugarland Estates being a subdivision in Pleasant Hill, Cass County, Missouri.

012291

STATE OF MISSOURI } ss
COUNTY OF CASS }
CERTIFICATE OF RECORD

89 DEC 22 AM 10:5

RECORDED IN BOOK 1065 PAGE 260
JOHN KUHLER, RECORDER

DEPUTY

RECORDING FEE $ 8
STATE USER FEE 4
TOTAL $ 12

SUPPLEMENTARY DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

LOTS 53 THROUGH 78

SUGARLAND ESTATES

A SUBDIVISION IN PLEASANT HILL, CASS COUNTY, MISSOURI

THIS DECLARATION, made this 1st day of March, A.D., 1990 by Suburban Land Co., Inc., a Missouri corporation, hereinafter called Developer;

WITNESSETH:

WHEREAS, Developer is now the owner of Lots 53 through 78, SUGARLAND ESTATES, a subdivision in Pleasant Hill, Cass County, Missouri according to the recorded plat thereof and now desires to place certain protective restrictions and reservations on all of said property, for the use and benefit of the present owner, and for its future grantees, successors and assign;

NOW THEREFORE, pursuant to Article X, Section 3 of the Declaration of Restrictions and Protective Covenants recorded at Page 22, in Book 1065 of the Recorder of Deeds for Cass County, Missouri, at Harrisonville, the aforesaid Declaration of Restrictions and Protective Covenants are hereby declared to be binding and in full force and effect on the real property subject to this Supplementary Declaration of Covenants and Restrictions. In addition thereto, said Declaration of Restrictions and Protective Covenants is hereby amended by adding an additional section to Article IX, Use Restrictions of said Declaration of Restrictions and Protective Covenants, said section as follows:

Section 3 (d) Single Family Residences. Lots 53 through 78. No single family residence of one story with attached garage shall be erected having a ground floor area of less than 1,250 square feet which shall be exclusive of porches, garages and breezeways. No single family residence of one and one-half story with attached garage shall be erected having a ground floor area of less than 850 square feet, but in no event, less than 1,400 square feet total. No split-level single family residences shall be erected having a living area of less than 1,250 square feet on the two main levels. No single family residence of two stories shall be erected having less than 700 square feet on the ground level, but in no event, less than 1,450 square feet total.

No single family residence having the appearance from the front of a two story residence, including the foundation, with principal living area on the second floor, shall have less than 1,250 square feet on the second floor principal living area. Any dwelling with basement garages must have at least 1,250 square feet on the main living area.

Section 22. Any residence which shall be constructed shall have a minimum of one hundred (100) Square feet of brick, or stone on the face of the structure facing the front property line. No imitation brick or imitation stone may be used. No Masonry is required on Colonial and Victorian Elevations.

In all other respects, the Developer ratifies and confirms the Declaration of Restrictions and Protective Covenants for Lots 3 through 42, SUGARLAND ESTATES, Lots 43 through 52 of SUGARLAND ESTATES, Lots 85 through 108 of SUGARLAND ESTATES, and Lots 53 through 78 of said Sugarland Estates being a subdivision in Pleasant Hill, Cass County, Missouri.

Suburban Land Co., Inc.
By: [illegible]
Pleasant Hill, Mo.
March 1, 1990

STATE OF MISSOURI] ss
COUNTY OF CASS]
I CERTIFY THIS INSTRUMENT WAS FILED AND RECORDED

90 MAR -1 A 10:47

001971

RECORDING FEE $ 6.00
STATE USER FEE
TOTAL $ 6.00

[illegible] COUNTY

JUN 1 6 1992

1225-3

00122

SUPPLEMENTARY DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

LOTS 109 through 136

SUGARLAND ESTATES

A SUBDIVISION IN PLEASANT HILL, CASS COUNTY, MISSOURI

THIS DECLARATION, made this 10th day of June, A.D., 1992 by Suburban Land Co., Inc., a Missouri corporation, hereinafter called Developer;

WITNESSETH:

20-105 WHEREAS, Developer is now the owner of Lots 109 through 136, SUGARLAND ESTATES, a subdivision in Pleasant Hill, Cass County, Missouri according to the recorded plat thereof and now desires to place certain protective restrictions and reservations on all of said property, for the use and benefit of the present owner, and for its future grantees, successors and assign;

NOW THEREFORE, pursuant to Article X, Section 3 of the Declaration of Restrictions and Protective Covenants recorded at Page 22, in Book 1065 of the Recorder of Deeds for Cass County, Missouri, at Harrisonville, the aforesaid Declaration of Restrictions and Protective Covenants are hereby declared to be binding and in full force and effect on the real property subject to this Supplementary Declaration of Covenants and Restrictions. In addition thereto, said Declaration of Restrictions and Protective Covenants is hereby amended by adding an additional section to Article IX, Use Restrictions of said Declaration of Restrictions and Protective Covenants, said section as follows:

Section 3 (c) Single Family Residences. Lots 43 through 52, Lots 85 through 108, and Lots 109 through 113 and Lots 114 through 136. No single family residence of one story with attached garage shall be erected having a ground floor area of less than 1,400 square feet which shall be exclusive of porches, garages and breezeways. No single family residence of one and one-half story with attached garage shall be erected having a ground floor area of less than 1,000 square feet, but in no event, less than 1,600 square feet total. No split-level single family residences shall be erected having a living area of less than 1,600 square feet on the two main levels. No single family residence of two stories shall be erected having less than 850 square feet on the ground level plus garages on the ground level, but in no event, less than 1,600 square feet total.

No single family residence having the appearance from the front of a two story residence, including the foundation, with principal living area on the second floor, shall have less than 1,400 square feet on the second floor or principal living area. Any dwelling with basement garages must have at least 1,600 square feet on the main living area.

Section 22. Any residence which shall be constructed shall have a minimum of one hundred (100) Square feet of brick, or stone on the face of the structure facing the front property line. No imitation brick or imitation stone may be used. No Masonry is required on Colonial and Victorian Elevations or residences with front porches extending at least 16 feet in length.

In all other respects, the Developer ratifies and confirms the Declaration of Restrictions and Protective Covenants for Lots 3 through 42, SUGARLAND ESTATES, Lots 43 through 52 of SUGARLAND ESTATES, Lots 85 through 113 of SUGARLAND ESTATES, Lots 114 through 136 SUGARLAND ESTATES, and Lots 137 through 203 of said Sugarland Estates being a subdivision in Pleasant Hill, Cass County, Missouri.

IN WITNESS WHEREOF, the said Suburban Land Company, Inc., has set its hand hereunto this 10th day of June, 1992.

Suburban Land Company, Inc.

By: Jack H. Mainprize
Jack H. Mainprize

STATE OF MISSOURI)
) ss.
COUNTY OF CASS)

Now on this 10th day of June, 1992, before me appeared JACK H. MAINPRIZE, to me personally known and, being duly sworn, stated under oath that he is the President of Suburban Land Company, Inc., a Missouri Corporation, and the Owner and Developer of the tract of land first hereinabove described, and that he has read the foregoing Supplementary Declaration of Covenants and Restrictions and has executed the same on behalf of the corporation as his own free act and deed, for the purposes set forth therein.

Subscribed and sworn to before me this 10th day of June, 1992.

Sue Brant
Notary Public
SUE BRANT

My Commission Expires:

My Commission Expires June 23, 1995
Date

SUE BRANT NOTARY SEAL NOTARY PUBLIC STATE OF MISSOURI

RECORDER OF DEEDS CASS CO MO

021651

0012228

3000.00

Lots 209 through 253 and Lots 331 through 334

SUGARLAND ESTATES

A SUBDIVISION IN PLEASANT HILL, CASS COUNTY, MISSOURI

THIS DECLARATION, made this 30th day of September, A.D., 1994 by Suburban Land Co., a Missouri corporation, hereinafter called Developer;

WITNESSETH:

WHEREAS, Developer is now the owner of Lots 209 through 253 and Lots 331 through 334, SUGARLAND ESTATES, a subdivision in Pleasant Hill, Cass County, Missouri according to the recorded plat thereof and now desires to place certain protective restrictions and reservations on all of said property, for the use and benefit of the present owner, and for its future grantees, successors and assign;

NOW THEREFORE, pursuant to Article X, Section 3 of the Declaration of Restrictions and Protective Covenants recorded at Page 22, in Book 1065 of the Recorder of Deeds for Cass County, Missouri, at Harrisonville, the aforesaid Declaration of Restrictions and Protective Covenants are hereby declared to be binding and in full force and effect on the real property subject to this Supplementary Declaration of Covenants and Restrictions. In addition thereto, said Declaration of Restrictions and Protective Covenants is hereby amended by adding an additional section to Article IX, Use Restrictions of said Declaration of Restrictions and Protective Covenants, said section as follows:

Section 3 (a) Single Family Residences. Lots 137 through 203, Lots 209 through 253 and Lots 331 through 334. No single family residence of one story with attached garage shall be erected having a ground floor area of less than 1,600 square feet which shall be exclusive of porches, garages and breezeways. No single family residence of one and one-half story with attached garage shall be erected having a ground floor area of less than 1,800 square feet, but in no event, less than 1,800 square feet total. No split-level single family residences shall be erected having a living area of less than 1,800 square feet on the two main levels. No single family residence of two stories shall be erected having less than 850 square feet on the ground level plus garages on the ground level, but in no event, less than 1,800 square feet total.

No single family residence having the appearance from the front of a two story residence, including the foundation, with principal living area on the second floor, shall have less than 1,800 square feet on the second floor or principal living area. Any dwelling with basement garages must have at least 1,800 square feet on the main living area.

Section 22. No imitation brick or imitation stone may be used.

In all other respects, the Developer ratifies and confirms the Declaration of Restrictions and Protective Covenants for Lots 3 through 42, SUGARLAND ESTATES, Lots 43 through 52 of SUGARLAND ESTATES, Lots 85 through 113 of SUGARLAND ESTATES, Lots 137 through 203, Lots 204 through 208, Lots 209 through 253, Lots 331 through 334, and Lots 254 through 259 of said Sugarland Estates being a subdivision in Pleasant Hill, Cass County, Missouri.

RECORDER OF DEEDS CASS CO. MO.

STATE OF MISSOURI } ss
COUNTY OF CASS }
I CERTIFY THIS INSTRUMENT WAS FILED FOR RECORD
94 OCT -3 P 1:26.7
RECORDED IN BOOK 0444 PAGE 022
JOHN M. CALLEN, RECORDER
BY _____ DEPUTY

065596

1 of 4

SUPPLEMENTARY DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

LOTS 137 through 203

SUGARLAND ESTATES

A SUBDIVISION IN PLEASANT HILL, CASS COUNTY, MISSOURI

Section 3 (a) Single Family Residences. Lots 137 through 203. No single family residence of one story with attached garage shall be erected having a ground floor area of less than 1,600 square feet which shall be exclusive of porches, garages and breezeways. No single family residence of one and one-half story with attached garage shall be erected having a ground floor area of less than 1,800 square feet, but in no event, less than 1,800 square feet total. No split-level single family residences shall be erected having a living area of less than 1,800 square feet on the two main levels. No single family residence of two stories shall be erected having less than 850 square feet on the ground level plus garages on the ground level, but in no event, less than 1,800 square feet total.

No single family residence having the appearance from the front of a two story residence, including the foundation, with principal living area on the second floor, shall have less than 1,800 square feet on the second floor or principal living area. Any dwelling with basement garages must have at least 1,800 square feet on the main living area.

Section 22. Any residence which shall be constructed shall have a minimum of one hundred (100) Square feet of brick, or stone on the face of the structure facing the front property line. No imitation brick or imitation stone may be used. No Masonry is required on Colonial and Victorian Elevations or residences with front porches extending at least 16 feet in length.

In accordance with Large Lot Subdivisions City Ordinance No. 1162, the following restrictions apply to Lots 137 through 203;

Section 406.3 SPECIAL PROVISIONS;

e. Lot Setbacks, ...all buildings shall be set a minimum of fifty feet back from the right-of-way and providing further that there shall be a paved, off-street parking surface to accommodate six vehicles, including the garage.

h. Maintenance, Moving maintenance of swales shall be assigned through the restrictive covenants to the homeowner, and not to the city.

Section 406.4, Future Improvements;

Should residents of a large-lot subdivision desire at some future time to install any or all of the improvements exempted from the initial subdivision development plan (such as curb and gutter, sidewalks, or added pavement width) or to bring such improvements up to current subdivision standards, such installation shall be solely at the expense of property owners of said subdivision. The City of Pleasant Hill shall have no responsibility or obligation to provide such improvement or to share in such provision. The developer of a large-lot subdivision shall include language to this effect in recorded protective covenants as a condition of Final Plat approval of the City Council.

RECORDER OF DEEDS CASS CO. MO

STATE OF MISSOURI } ss
COUNTY OF CASS }
CERTIFIED FOR RECORD

94 OCT -3 P 02:26

RECORDED IN BOOK ____ PAGE ____
JOHN KOHLER, RECORDER

BY ____ DEPUTY

065595

1403/21

In all other respects, the Developer ratifies and confirms the Declaration of Restrictions and Protective Covenants for Lots 3 through 42, SUGARLAND ESTATES, Lots 43 through 52 of SUGARLAND ESTATES, Lots 85 through 113 of SUGARLAND ESTATES, and Lots 137 through 203 of said Sugarland Estates being a subdivision in Pleasant Hill, Cass County, Missouri.

IN WITNESS WHEREOF, the said Suburban Land Company, has set its hand hereunto this 30th day of September, 1994.

Suburban Land Company

By: Jack H. Mainprize
Jack H. Mainprize

STATE OF MISSOURI)
) ss.
COUNTY OF CASS)

Now on this 30th day of September, 1994, before me appeared Jack H Mainprize, to me personally known and, being duly sworn, stated under oath that he is the President of Suburban Land Company a Missouri Corporation, and the Owner and Developer of the tract of land first hereinabove described, and that he has read the foregoing Supplementary Declaration of Covenants and Restrictions and has executed the same on behalf of the corporation as his own free act and deed, for the purposes set forth therein.

Subscribed and sworn to before me this 30th day of September, 1994.

Notary Public
Jerry Tabb

My Commission Expires:

JERRY TABB
NOTARY SEAL
NOTARY PUBLIC
STATE OF MISSOURI

CASS COUNTY LAND TITLE, INC.
P. O. BOX 268
HARRISONVILLE, MO 64701

RESTRICTIVE COVENANT AGREEMENT

THIS RESTRICTIVE COVENANT AGREEMENT made and entered into this 3rd day of August, 1994,

BY AND BETWEEN

DILLON REAL ESTATE CO., INC., a Kansas corporation, of 700 East 30th Avenue, Hutchinson, Kansas, hereinafter referred to as "Dillon",

AND

SUBURBAN LAND CO., INC., a Missouri corporation, of 1203 W. H[illegible] 7, Pleasant Hill, Missouri 64080, hereinafter referred to as "Suburban".

W I T N E S S E T H:

WHEREAS, Dillon will purchase from Suburban a tract of real estate located in Pleasant Hill, Cass County, Missouri, described on attached Exhibit "A" ("Parcel 1"); and

WHEREAS, Suburban will retain ownership of an adjoining tract of real estate located in Pleasant Hill, Cass County, Missouri, described on attached Exhibit "A" ("Parcel 2"); and

WHEREAS, in exchange for the consideration paid to Suburban by Dillon for Parcel 1, Suburban has agreed that Parcel 1 will not be used by Suburban or its successors or assigns for a grocery store, pharmacy, floral shop, liquor store or video store, and said restrictions shall last for fifty (50) years beginning upon the date Dillon takes title to Parcel 1.

NOW, THEREFORE, Suburban agrees as follows:

1. Suburban in exchange for the consideration paid by Dillon for Parcel 1 (described on attached Exhibit "A") does hereby agree that neither it nor its successors or assigns will allow Parcel 2 (described on attached Exhibit "A") to be used for a grocery store, pharmacy, floral shop, liquor store or video store.

2. This Restrictive Covenant affecting Parcel 1 shall run for fifty (50) years beginning upon the date of the Dillon purchase of Parcel 1 from Suburban or until such time as Dillon or an affiliated corporation no longer operates a supermarket upon Parcel 1, whichever first occurs.

3. This Restrictive Covenant shall be binding upon Suburban, its successors and assigns.

4. Suburban further agrees that it will not convey Parcel 2 or any interest in Parcel 2 within the fifty (50) year period

1396/86

CASS COUNTY LAND TITLE, INC.
P. O. BOX 208
HARRISONVILLE, MO 64701

19950

EXHIBIT "A"

RESTRICTIVE COVENANT AGREEMENT

Parcel 1

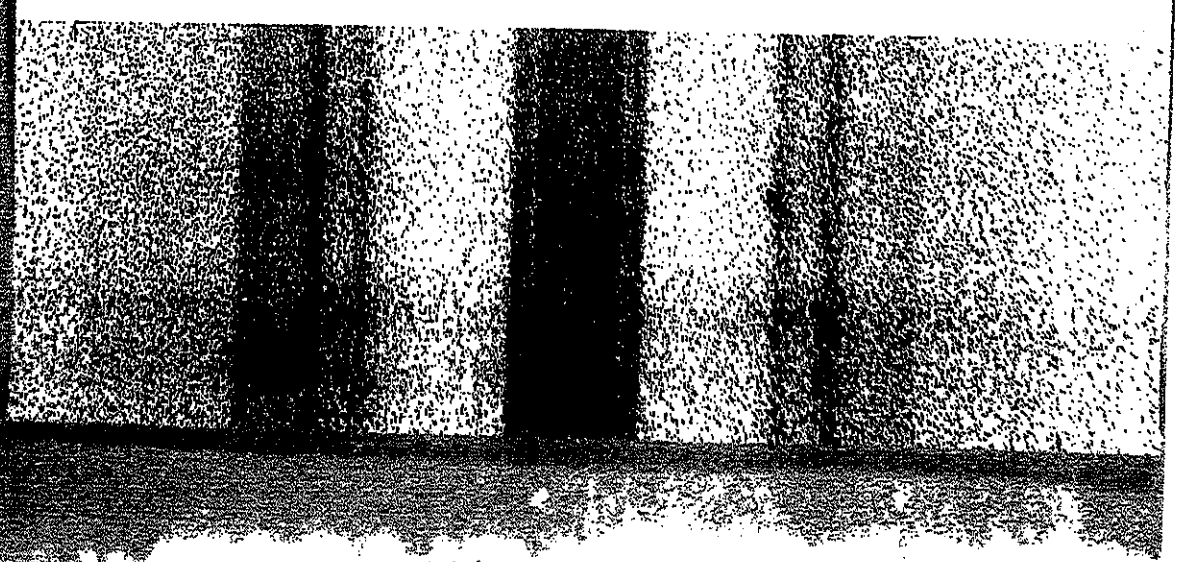
Part of the South Half of the Northwest Quarter of Section 8, Township 46,Range 30 in the City of Pleasant Hill, Cass County, Missouri described as follows:

Beginning at the Southeast Corner of Lot 1 Sugarland Estates Lots 1 thru 18 to be known as the point of beginning; thence North 85 degrees 00 minutes 30 seconds East along the North right-of-way line of Sugarland Drive, 45.00 feet from the centerline, a distance of 430.00 feet to a point on the West right-of-way line of Missouri State Highway 7, 40.00 feet from the centerline; thence North 04 degrees 59 minutes 33 seconds West along said right-of-way a distance of 390.00 feet; thence South 85 degrees 00 minutes 30 seconds West a distance of 459.52 feet to a point 30.00 feet West of a point on the East line of said Lot 1; thence South 04 degrees 55 minutes 21 seconds East a distance of 389.23 feet to a point on the North right-of-way line of said Sugarland Drive; thence along a curve to the left having an initial tangent bearing of North 87 degrees 56 minutes 46 seconds East having a radius of 585.28 feet and an arc distance of 30.01 feet to the point of beginning.
(A PORTION OF THE ABOVE DESCRIBED LAND IS IN LOT 1, SUGARLAND ESTATES, A SUBDIVISION IN PLEASANT HILL, CASS COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF, FILED IN BOOK 12 IN PAGE 35).

Parcel 2

Part of the South Half of the Northwest Quarter of Section 8, Township 46,Range 30 in the City of Pleasant Hill, Cass County, Missouri described as follows:

Commencing at the Southeast Corner of Lot 1 Sugarland Estates Lots 1 thru 18; thence North 85 degrees 00 minutes 30 seconds East along the North right-of-way line of Sugarland Drive, 45.00 feet from the centerline thereof, a distance of 430.00 feet to a point on the West right-of-way line of Missouri State Highway 7, 40.00 feet from the centerline thereof; thence North 04 degrees 59 minutes 33 seconds West along said right-of-way a distance of 390.00 feet to the true point of beginning; thence South 85 degrees 00 minutes 30 seconds West a distance of 459.52 feet to a point 30.00 feet West of the East line of said Lot 1; thence North 04 degrees 55 minutes 21 seconds West along a line 30 feet West of and parallel to said East line of said Lot 1, a distance of 247.76 feet; thence North 88 degrees 27 minutes 00 seconds East a distance of 460.05 feet to a point on the West right-of-way line of said Missouri State Highway 7; thence South 04 degrees 59 minutes 33 seconds East along said West right-of-way line of said Missouri State Highway 7 a distance of 220.14 feet to the point of beginning.
(A PORTION OF THE ABOVE DESCRIBED LAND IS IN LOT 1, SUGARLAND ESTATES, A SUBDIVISION IN PLEASANT HILL, CASS COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF, FILED IN BOOK 12 IN PAGE 35).



Sandra A. "Sandy" Gregory
Recorder of Deeds
Cass County Courthouse
102 East Wall Street
Harrisonville, Missouri 64012
1 (816)380-8117
gregoryjesagreg@aol.com

S G

FILE NUMBER 339768
OR BK 02696 PG 0870
RECORDED 09/28/2005 03:43:48 PM
RECORDING FEE 120.00
SANDRA A (SANDY) GREGORY, RECORDER OF DEEDS
CASS COUNTY, MISSOURI

RECORDER OF DEEDS CASS CO. MO.

Total fee this Document $ 120.00

(Space above reserved for Recorder of Deeds certification)

Title of Document: Declaration of Covenants, restrictions, Assessments and Easements of Sugarland Villas.

Date of Document: September 28th 2005

Grantor(s): Sugarland Villas, Daryl R Hunter and Natalie G. Hunter.

Grantee(s):

Mailing Address:

Reference Book and Page:

Legal Description: Lot 2, Sugarland Estates, a subdivision in Pleasant Hill, Cass County, Missouri

If there is not sufficient space on this page for the information required, state the page reference where it is contained within the document

Statutory Recorders Fees First Page of Each Document	
Homeless Fee-State	$3.00
User Fee-State	2.00
Statutory Pool-Stateq	2.00
Retirement Fund-County Employee	7.00
Record Preservation-Recorder	2.00
Technology Fund-Recorder	1.25
General Revenue-County	1.75
General Revenue-County	5.00
Total Fees First Page	**$24.00**
General Revenue **($3.00 Each additional page)**	(Revised 2005)

RETURN TO:

"Declarant" means SUGARLAND VILLAS, L.L.C., a Missouri Limited Liability Company and its successors and assigns.

"Declaration" means this instrument by which the Villa Property is subjected to the covenants, restrictions, assessments and easements set forth herein.

"Occupant" means a person lawfully residing in a Unit, regardless of whether or not that person is a Unit owner.

"Person" means an individual, corporation, partnership, limited liability company, trust or other legal entity capable of holding title to real property.

"Plats" means the plats, certificates of survey or replats of various parts of the Villa Property filed from time to time with the Recording Office.

"Recording Office" means the Office of Recorder of Deeds of Cass County, Missouri.

"Villa Instruments" means this Declaration, the Articles, the Bylaws, the Plats and rules and regulations adopted by the Board from time to time in accordance with this Declaration or the Bylaws.

"Villa Property" means the tract of land hereinafter described as being submitted to this Declaration, all buildings, structures and improvements situated thereon, and all easements, rights and appurtenances belonging thereto. The initial Villa Property is legally described in Exhibit A attached hereto.

"Turnover Date" means the earlier of (i) the date of which is 100% of all the Units (as then composed or contemplated by the Declarant) have been sold and a deed thereto delivered by the Declarant, or (ii) the date the Declarant, in its absolute discretion, selects as the Turnover Date for this Declaration.

"Unit" and "Units" mean that portion or portions of the Villa Property described as an attached single family residential unit or building lot in this Declaration and the Plats upon which a single residence has been or will be constructed.

"Unit Owner" and "Unit Owners" mean that person or those persons owning a Unit in fee simple.

personal business (provided that such use does not involve customers, employees, licensees or invitees coming to the Unit), making professional telephone calls or corresponding in or from a Unit, is engaging in a use expressly declared customarily incidental to residential use and is not in violation of these restrictions; and (ii) It shall be the right of Declarant to maintain, during the period of its sale or rental of Units and other properties, but for no longer than a ten-year period of time from the time of the closing of the first sale of a Unit to a bona fide purchaser, one or more Units as sales and rental models and offices, and for storage and maintenance purposes for a ten-year period of time from the time of the closing of the first sale of a Unit in the property so added.

(b) Common Areas Uses. The Common Areas (except the Limited Common Areas) shall be used in common by all Unit Owners and occupants and their agents, servants, customers, invitees and licenses, in accordance with the purposes for which they are intended, reasonably suited and capable, and as may be required for the purposes of access, ingress to, egress from, use, occupancy and enjoyment of Units. Unless expressly provided otherwise herein, no Common Areas shall be used for any purpose other than the health, safety, welfare, convenience, comfort, recreation or enjoyment of Unit Owners and occupants.

(c) Visible Areas.

(i) All windows facing Sugarland Drive must have two-inch horizontal blinds in a color approved by the Declarant, all other windows shall have two-inch horizontal or vertical blinds in either white or beige or colors authorized by the Board. Nothing else shall be caused or permitted to be hung or displayed on the outside or inside of windows or placed on the outside walls of a building or otherwise outside of a Unit or any part thereof.

(ii) No awning, canopy, shutter or other device or ornament shall be affixed to or placed upon an exterior wall or roof or any part thereof, or the exterior of any door or window or in, on or over a patio, porch or balcony visible to the exterior unless authorized by the Board.

(iii) No outside antenna, satellite dish or other device for the reception or transmission of radio or television or other electronic signals shall be erected or maintained upon the exterior of any Unit without prior written approval of the Board or the Declarant, and then only in such places and under such conditions as are expressly authorized by the Board or the Declarant. The Board and the Declarant shall have the power to limit the size of the device and require such

(ii) Unlicensed or inoperative motor vehicles are prohibited except in an enclosed garage.

(iii) All owner's cars and pickups license for 12,000 pounds or less shall only be parked in the Units' driveway. The guest parking space shall only be used for a maximum of forty-eight (48) continuous hours.

(iv) Parking and Storage of Vehicles Prohibited. No school buses, tractors, trucks over one (1) ton, unmounted campers, trailers, unlicensed or inoperable or partially disassembled automobiles or other motor vehicles or boats and/or trailers shall be regularly parked in the open on any lot or at the curb and in any event not more than 12 hours at any one time.

(v) The Board may enforce such restrictions by levying fines and other enforcement charges, having such vehicles, trailers or other apparatus towed away at the expense of the vehicle owner, and/or taking such lawful actions as the Board, in its sole discretion, deems appropriate.

(f) Renting and Leasing. No Unit or part thereof shall be rented or used for transient or hotel purposes, which is defined as: (i) Rental of less than one (1) month duration or under which occupants are provided customary hotel services such as room service for food and beverages; or (ii) Rental to roomers or boarders, that is, rental to one or more persons of a portion of a Unit. No lease may be of less than an entire Unit. Any lease agreement shall be in writing, shall provide that the lease be subject in all respects to the provisions hereof, and to the rules and regulations promulgated from time to time by the Board, and shall provide that the failure by the tenant to comply with the terms of the Villa Instruments shall be a default under the lease. Prior to the commencement of the term of a lease, the Unit owner shall notify the Board, in writing, the name or names of the tenant or tenants and the time during which the lease term shall be in effect. Notwithstanding the existence of a lease, the Unit Owner shall remain liable for all obligations including, without limitation, the payment or dues under this Declaration with respect to the Unit.

(g) Signs. No sign of any kind shall be displayed to the public view on the Villa Property except:

(i) On the Common Areas, signs regarding and regulating the use of the Common Areas, provided they are approved by the Board;

(ii) On the interior side of the window of a Unit, one (1) professionally prepared sign not in

Unit shall be subject to termination by the Board, in its full and complete discretion, if the Board determines that maintenance of the animal constitutes a nuisance or creates a detrimental effect on the Villa or other Units or occupants. All pets shall be confined to the Unit of the Owner except when on a leash controlled by a responsible person. Owners shall immediately clean up after their pets.

(l) Conveyances. Each Unit shall be conveyed or transferred (voluntarily or involuntarily) as a separate designated and legally described fee simple estate subject to the terms, conditions and provisions hereof. In any instrument of conveyance or creating an encumbrance, or in any other document legally describing a Unit, it shall be sufficient to lawfully describe a Unit by referring to the Unit designation of the Unit on the relevant Plat. The right of a Unit Owner to sell, transfer or otherwise convey that owner's Unit is not subject to any right of first refusal, and any Unit Owner may transfer that owner's Unit free of any such limitation. To enable the Association to maintain accurate records of the names and addresses of Unit Owners, each Unit Owner agrees to notify the Association in writing within five (5) days after an interest on that Unit owner's Unit has been transferred to another person. In addition, each Unit Owner agrees to provide to a purchaser of that owner's Unit a copy of all Villa Instruments.

(m) Landscaping. No landscaping (other than trees and landscaping installed by or for the Declarant of the Association) shall be installed or maintained without the express written consent of the Declarant or the Board.

(n) Architectural Control. No changes shall be made to the exterior of any Unit without either the approval of the Declarant or the Board.

(o) Rules and Regulations. In addition to adopting and enforcing rules and regulations in the instances specifically hereinbefore mentioned, the Board may, from time to time, adopt and enforce such further reasonable rules and regulations as it deems necessary or desirable to promote harmony, to serve the best interests of the Unit owners, as a whole, and the Association, and to protect and preserve the nature of the Villas. A copy of all rules and regulations, and amendments thereof, shall be furnished by the Board to the owners of each Unit prior to the time when the same shall become effective.

(p) Sugarland Estates. In addition to the above, the Villa Property shall also be subject to the terms and conditions of the Covenants, Conditions and Restrictions of Sugarland Estates, as amended, except where said Estates' Covenants, Conditions and Restrictions conflict herewith.

stoves, and hoods, television cables, furnaces, hot water heaters, heat pumps, air conditioning units (even though located outside the bound of a Unit) and components of the foregoing, if any; and

(iii) All plumbing, electric, heating, cooling and other utility or service lines, pipes, wire, ducts, conduits and apparatus, wherever located, which serve only that Unit.

(b) Unit Types, Sizes, Locations and Components. All Units are of the same size and type described on the attached Exhibit B, which also sets forth the general composition of each type of Unit. The type of each Unit will be shown on Exhibit B, as amended from time to time by the Declarant. Each Unit has its own furnace, hot water heater, and a fireplace. Each Unit has direct access to a parking area/private drive (which are Limited Common Areas) and a public street.

Section 3. Party Walls. Each wall which is built as a part of the original construction of the Units upon the Villa Property and placed on the dividing line between two or more Units shall constitute a party wall and, to the extent not inconsistent with the provisions of this Declaration, the general rules of law regarding party walls and liability for property damage due to negligence and willful acts or omissions shall apply thereto.

(a) The reasonable repair and maintenance of a party wall not covered by insurance shall be shared by the Unit owners who make use of the wall in proportion to such use.

(b) Notwithstanding any other provision of this Declaration, any Unit owner who by his, her or its negligence or willful act causes the party wall to be exposed to the elements shall bear the entire cost of furnishing the necessary protection against such elements.

(c) The right of any Unit owner to contribution from any other Unit owner with respect to the obligations relating to party walls shall be considered an appurtenant right and pass to any and all successors in interest to the title of such Unit.

(d) The boundary line between Units, which share a party wall is and shall be deemed to be the centerline of the wall regardless of the actual location of the platted boundary line.

owner of any particular Unit all such persons shall be members and the one vote for such Unit shall be exercised as they, among, themselves, shall determine, but in no event shall more than one vote be cast with respect to such Unit.

Subject to the foregoing, the Association shall be the sole judge of the qualifications of each Unit owner to vote and their rights to participate in its meetings and proceedings.

The Board, in its sole discretion, from time to time, may suspend the right of a member to vote with respect to his, her, or its Unit for failure to pay assessments when due, or for failure to observe other of the terms of the Villa Instruments pursuant to rules and regulations duly adopted by the Board from time to time.

Section 3. Board of Directors. The Board initially shall be the three (3) persons named as the initial Directors pursuant to the provisions of the Articles, or such other persons as may from time to time be substituted by Declarant. As soon as possible after the Turnover Date, the Association shall hold a meeting of its members, and all Unit owners shall elect three Directors to replace all of those Directors earlier elected or designated by Declarant. The terms of the three Directors shall be staggered so that the terms of each Director will expire and a successor will be elected at each annual meeting of the Association. Thereafter, at such annual meetings, successors to the two Directors whose terms subsequently expire shall be elected to serve three-year terms. Notwithstanding the foregoing, after the Turnover Date the members, by vote of members exercising not less than a majority of the voting power of members, may, from time to time, change the number and terms of Directors, provided, that in any such event the terms of not less than one-third of the Directors shall expire annually.

Notwithstanding the foregoing, Declarant shall have the right at any time to waive its right to select one or more Directors or to vote in an election of Directors.

Section 4. Authority of Board. The Board shall have all authority to manage, maintain, repair, alter and improve the Common Areas and the exterior portions of the Units and assess and collect funds for the payment thereof, and to do all things, and exercise all rights provided by the Villas instruments, that are not specifically reserved to Unit owners. In addition to the powers granted by other portions of this Declaration or by law but subject to all of the limitations set forth in this Declaration, the Association, acting through the Board, shall have the power and authority to do and perform all such acts as may be deemed necessary or appropriate by the Board to carry out and effectuate the purposes of this Declaration, including, without limitation:

(a) To enforce, in the Association's name, any and all building, use or other restrictions, obligations,

(i) To make, amend and revoke reasonable rules, regulations, restrictions and guidelines (including, without limitation, regarding the use of Common Areas) and to provide means to enforce such rules, regulations and guidelines, including, without limitation, the establishment and collection of monetary fines and other enforcement charges for violations of this Declaration and such rules, regulations and guidelines.

(j) To exercise such other powers as may be set forth in the Articles of Incorporation or Bylaws of the Association.

Section 5. Delegation of Authority; Management Contracts. The Board may delegate all or any portion of its authority to discharge its responsibilities to a managing agent, which may be the Declarant or an affiliate of the Declarant. This delegation of authority and responsibility to a managing agent may be evidenced by one or more management contracts, which may provide for the payment of reasonable compensation to such managing agent as a common expense, provided, however, that any agreement for professional management shall not exceed two years unless renewed by agreement of the parties for successive one-year periods; and shall be bona fide and commercially reasonable at the time entered into under the circumstances then prevailing. Subject to the foregoing, nothing contained herein shall preclude Declarant, or an affiliate of Declarant, or any other entity designated by Declarant, from being employed as managing agent. The association also shall have the authority to enter into contracts with Declarant or an affiliate of Declarant for goods, services, or for any other thing, including, without limiting the generality of the foregoing, contracts for the providing of maintenance and repair services, provided the same are bona fide and commercially reasonable to the Unit owners at the same entered into under the circumstances then prevailing.

ARTICLE VIII

Maintenance and Repair

Section 1. Association Responsibility. To the extent and at such times as the Board, in its exercise of business judgment shall determine, the Association shall maintain, repair and replace all improvements constituting a part of the Common Areas (including the Limited Common Areas), trunk and branch utility lines, lawns, shrubs, trees, walkways, drives, parking areas, (except as provided in Section 2 below). The Association shall maintain an adequate reserve fund for the periodic maintenance, repair and replacement of all such improvements. Except to the extent, if any, that a loss is covered by insurance maintained by the Association, the Association shall not have responsibility to repair or maintain the interior or exterior of any Unit, or component thereof, or personal property within a Unit.

damage, arising out of a single occurrence. This insurance shall contain a "severability of interest" provision, or, if it does not, an endorsement which shall preclude the insurer from denying the claim of a Unit owner because of negligent acts of the Association, the Board, or other Unit owners, and shall include, without limitation, coverage for legal liability of the insureds for property damage, bodily injuries and deaths of persons resulting from the operation, maintenance or use of the Common Areas, and legal liability arising out of lawsuits related to employment contracts in which the Association is a party. Each such policy must provide that it may not be canceled or substantially modified, by any party, without at least ten days' prior written notice to the Association.

Section 2. Fidelity Coverage. The Board may obtain and maintain, at the Association's cost and as a common expense, fidelity insurance providing coverage for the Association against dishonest acts on the part of directors, managers, trustees, employees, agents, and volunteers responsible for or handling funds belonging to or administered by the Association.

Section 3. Other Association Insurance. In addition, the Board may purchase and maintain, at the Association's cost and as a common expense, contractual liability insurance, officers and directors liability insurance, and such other insurance as the Board may determine.

Section 4. Nominee; Power of Attorney. There may be named, under any policy obtained by the Association, a nominee as an insured on behalf of the Association, who shall have exclusive authority to negotiate losses under any such policy. Each Unit owner, by acceptance of a deed to a Unit, irrevocably appoints the Association or its nominee, as attorney-in-fact for the purpose of purchasing and maintaining such insurance, including: the collection and appropriate disposition of the proceeds thereof; the negotiation of losses and execution of releases of liability; the execution of all documents; and the performance of all other acts necessary to accomplish such purpose. The Association, or its nominee, shall receive, hold or otherwise properly dispose of any proceeds of insurance, in trust, for the Association, the Unit owners and their first mortgage holders, as their interests may appear and as set forth in this Declaration. This power is for the benefit of each and every Unit owner, and their respective first mortgage holders, and the Association, and the Villas, runs with the land, and is coupled with interest.

Section 5. Unit Owner's Insurance. Each Unit owner and occupant shall obtain insurance against liability for events occurring within a Unit and outside the unit, losses with respect to personal property and furnishings, fire, theft and weather-related damage on interior and exterior of unit. Required coverage commonly referred to as "Replacement cost coverage and liability" or an "HO5" policy to include a minimum of $500,000 liability. Any Unit owner or occupant may carry such other insurance, in addition to that provided by the Association

Declarant and/or the Association to grant the appropriate public authorities and/or the providing companies and contractors permission to construct and maintain the necessary appurtenances and improvements on, above, across and under the Villa Property. Should any public authority or other company furnishing a service request a specific easement, permit, or license, the Board shall have the right to grant such easement, permit, or license without conflicting with the terms hereof. In addition, in the event the Board determines that the grant of easement rights to others is in the best interests of the Association, the Association shall have the right to grant the same, provided that use of the same would not, in the sole judgment of the Board, unreasonably interfere with the use and enjoyment of the Villa Property by owners and occupants.

Section 5. Easement for Services. Non-exclusive easements are hereby granted to all police, firemen, ambulance operators, mailmen, delivery men, garbage and trash removal personnel, and all similar persons, and to the local governmental authorities and the Association, but not to the public in general, to enter upon the Common Areas in the performance of their duties, subject to such reasonable rules and regulations as the Board may establish, from time to time.

Section 6. Easements Reserved to Declarant. Non-exclusive easements are hereby reserved to Declarant, its successors and assigns, over, under and upon each Unit and the Common Areas and Limited Common Areas (a) for a five year period of time from the date of the closing by the Declarant of the first sale of a Unit to a bona fide purchaser, for access to and for the purpose of completing improvements for which provision is made in this Declaration, provided that such right of access shall be to the extent, but only to the extent, that access thereto is not otherwise reasonably available, (b) for the periods provided for warranties for purposes of making repairs required pursuant to those warranties or pursuant to contracts of sale made by Declarant with Unit purchasers, and (c) for the initial sales and rental period, but for no longer than ten years from the time of the closing of the first sale of a Unit to a bona fide purchaser, to maintain and utilize one or more Units and appurtenances thereto, for sales and management offices and for storage and maintenance, and model Units, parking areas for sales and rental purposes, and advertising signs.

In addition, a non-exclusive perpetual easement is hereby reserved to Declarant, its successors and assigns, for their benefit and the benefit of future owners and occupants of the area into which the Villa Property may be expanded (the Additional Property) for the pedestrian and vehicular access over the streets and walkways that may from time to time be a part of the Villa Property, for ingress to and egress from the Additional Property, and each part thereof, and a public street, and to extend the same onto the Additional Property. Additionally, Declarant, for itself and its successors and assigns, reserves the right to extend utility lines from the Common Areas onto the

(i) The Declarant shall pay the following amounts toward the "common expenses" of the Association:

A. All common expenses allocable to the period prior to the closing of the first sale by Declarant of a Completed Unit.

B. Until the Turnover Date, Declarant shall have the right (but not the obligation) to make non-interest bearing loans to the Association to provide the Association with adequate funds (in addition to assessments received from Completed Units) to pay common expenses. Any such loans shall be repaid to the Declarant by the Association prior to the Turnover Date.

(ii) Annual operating assessments to pay common expenses shall be assessed against Completed Units owned by parties other than the Declarant and Completed Units rented by the Declarant to third parties. The first annual assessment for each Completed Unit shall be prorated based upon when it became a Completed Unit during the year, except that the Declarant may charge buyers and pay over to the Association an operating reserve payable upon closing of the purchase of each Completed Unit.

(iii) Annually, in advance where practical, the Board shall estimate, and prorate among all Completed Units and their owners on the basis of the undivided interest of each Completed Unit in the Common Areas (as described in Article VI Section 3), "common expenses" of the Association, consisting of the following:

A. the estimated fiscal year's costs of the maintenance, repair, and other services to be provided or paid for by the Association including, but not limited to, trash removal, mowing of green space and snow removal from common area;

B. the estimated fiscal year's costs for insurance premiums to be provided and paid for by the association;

C. the estimated amount required to be collected to maintain a working capital reserve fund, to assure availability of funds for normal operations of the Association, in an amount deemed adequate by the Board including, but not limited to, trash removal, mowing of green space and snow removal from common area;

reconstruct or replace capital improvements to the extent that reserves therefore and any applicable insurance proceeds with respect thereto are insufficient, provided that new capital improvements not replacing existing improvements (except new capital improvements required to comply with applicable law or governmental regulation, or to correct any deficiency or defect creating a safety or health hazard to occupants) shall not be constructed nor funds assessed therefore, if the cost thereof in any fiscal year would exceed an amount equal to five percent (5%) or more of that fiscal year's budget, without the prior consent of Unit owners owning at least 75% of the then existing Units.

(ii) Any such assessment shall be prorated among Completed Units in proportion to their respective undivided interests in the Common Areas, and shall become due and payable on such date or dates as the Board determines.

(c) Special Individual Unit Assessments. The Board shall levy assessments against an individual Unit, or Units, and the owner or owners thereof, to reimburse the Association for those costs incurred in connection with that Unit or Units properly chargeable by the terms hereof to a particular Unit (such as, but not limited to, the cost of making repairs the responsibility of a Unit owner, and a Unit owner's interest, late charge, enforcement, and arbitration charges). Any such assessment shall become due and payable on such date as the Board determines. Additionally, during the first years of the Villas existence, and until such time as real estate taxes and assessments are split into separate tax bills for each Unit, the association shall have the right to pay the real estate taxes and assessments attributable to the Villa Property in the event the same have not been paid, when due, and assess each Unit owner for his, her or its share of such real estate taxes and assessments as a special individual Unit assessment. The share of those taxes and assessments attributable to a Unit shall be computed by multiplying the total taxes and assessments for all of the Villa Property by the individual interest in the Common Areas attributable to each Unit. The calculation by the Association of the Units' shares of taxes and assessments shall be binding upon all Unit owners.

Section 4. Effective Date of Assessment. Any assessment created pursuant hereto shall be effective, provided it is created as provided herein, if written notice of the amount thereof is sent by the Board to the Unit owner subject thereto at lest ten (10) days prior to the due date thereof, or if to be paid in installments, the due date of the first installment thereof. Written notice mailed or delivered to a Unit owner's

a period of five (5) years unless sooner released or satisfaction of mortgages on real property, or discharged by the final judgment or order of a court in an action brought to discharge the lien.

(f) Any Unit owner who believed that an assessment chargeable to his, her or its Unit (for which a certificate of lien has been filed by the Association) has been improperly charged against that Unit, may bring an action in the Circuit Court of Cass County, Missouri for the discharge of that lien. In any such action, if it is finally determined that all or a portion of the assessment has been improperly charged to that Unit, the court shall make such order as is just, which may provide for a discharge of record of all or a portion of that lien.

(g) Each such assessment together with interest, late fees, and costs, including attorney fees, shall be the joint and several personal obligation of the Unit owners who owned the Unit at the time when the assessment fell due and all subsequent Unit owners.

(h) The association, as authorized by the Board, may file a lien or liens to secure payment of delinquent assessments, interest, late fees, and costs, including attorney fees, bring or join in an action at law against the Unit owner or owners personally obligated to pay the same, and an action to foreclose a lien or any one or more of these. In any foreclosure action, the owner or owners affected shall be required to pay a reasonable rental for that Unit during the pendency of such action. The association in any foreclosure action involving a Unit or Units shall be entitled to become a purchaser at the foreclosure sale. In any such foreclosure action, interest and costs of such action (including attorney's fees) shall be added to the amount of any such assessment, to the extent permitted by Missouri law.

(i) No claim of the Association for assessments and charges shall be subject to setoffs, off sets, or counterclaims.

(j) No owner may waive or otherwise escape liability for the assessments provided for in this Declaration by non-use of the Common Areas, or any part thereof, or by abandonment of his, her or its Unit.

(k) Assessments shall run with the land, are necessary to continue the care, repair and maintenance on behalf of the Units and their interests in the Villa Property, and to continue to provide utility and other service, and, accordingly, assessments accruing or becoming due during the pendency of bankruptcy proceedings shall constitute administrative expenses of the bankrupt estate.

proportion to their respective undivided interests in the Common Areas. In the event negotiations shall fail, the condemning authority may join the Association as a party defendant in lieu of naming all Unit owners and such proceedings shall bind all Unit owners; however, any owner having an interest in the Common Areas may be made a party defendant in such proceedings. Subject to the foregoing provisions, in the event that any Unit is taken by condemnation or the exercise of the power of eminent domain, each owner and the holder of mortgages on the Unit shall be entitled to seek and have their just damages for the taking of the Unit, as allowed by law, including severance damage, if any. No provision herein shall be deemed to give any Unit owner or any other party priority over the rights of the holder of any first mortgage on any Unit in the case of a distribution of condemnation awards for losses to or a taking of the mortgaged Unit.

ARTICLE XIV

Villa Instrument Requirements

Section 1. Association Control. Except in its capacity as a Unit owner of unsold Units, the Declarant or its agent will not retain an interest in any of the Common Areas after the Turnover Date, except as expressly provided or contemplated herein. The owners of Units that have been sold by the Declarant or its agent will assume control of the Association and the Common Areas, as elsewhere provided herein.

Section 2. Declarant's Obligations. Declarant, in its capacity as owner of Units not yet sold, will be vested with the rights and be subject to the duties of a Unit owner set forth herein, or in any other Villa Instrument, or established by law.

Section 3. Unit Owners' Rights and Obligations. Each Unit owner will be vested with the rights and be subject to the duties of a Unit owner set forth herein, or in any other Villa Instrument, or established by law, during the time of that owner's ownership of a fee simple interest in a Unit.

ARTICLE XV

Additional Property

Section 1. Reservation of Expansion Option. Declarant expressly reserves the option to expand the Villa property but only within the limitations, and subject to the terms, set forth in this article.

Section 2. Limitations on Option. Declarant has no limitations on its option to expand the Villa Property except as provided in this article, or elsewhere in this Declaration, and

Section 10. Procedures for Expansion. Additional Property shall be added to the Villa Property by the execution and filing for record by the Declarant, or its successor as owner of the real property to be added and as assignee of the right to expand the Villa, of an amendment to this Declaration that contains the information with respect to the additional Property and improvements thereon added as required by this Declaration.

Section 11. Effects of Expansion. Except as hereinafter specifically provided otherwise, upon the recording with the Recording Office of an amendment to this Declaration adding all or any portion of the Additional Property to the Villa Property:

(a) the added portion shall thereafter be subject to and benefited by all of the terms and provisions hereof, to the same extent and with the same effect as if that added portion had been provided herein as constituting part of the Villa Property, that is, the rights, easements, covenants, restrictions, and assessment plan set forth herein shall run with, bind, and benefit the added portion in the same manner, to the same extent, and with the same force and effect as the terms of this Declaration apply to the Villa Property, provided, that non-exclusive easements are reserved to Declarant, its successors and assigns, over and upon the Common Areas and Limited Common Areas in property added to the Villa (i) for a one year period of time from the date of the closing by Declarant of the first sale of a Unit in, that property added to a bona fide purchaser, for access to and for the purpose of completing improvements in that portion added, (ii) for the periods provided for warranties, or by law, for purposes of making repairs required pursuant to warranties, and (iii) for the initial sales and rental period for Units in that property added, but for no longer than ten years from the time of closing of the first sale of a Unit in that property added to a bona fide purchaser, to maintain and utilize one or more of those Units and appurtenances thereto, for sales and management offices and for storage and maintenance, and model Units, parking area for sales and rental purposes and advertising signs;

(b) the owner or owners of a Unit or Units in the added portion shall thereupon become members, to the same extent with the same effect, subject to the same obligations, and imbued with the same rights, as all other members;

(c) the common expense obligations of Units in the Common Areas shall be reallocated on the basis of each type of Unit, as set forth on Exhibit B, so that the common expense obligation in the Common Areas of each Unit of each type added shall be the same as each other Unit of that type, is in the same ratio as the Units initially a part of the Villa; and

obtained in the form of written consent(s) executed by two-thirds (2/3) of all of the Unit owners or in the form of a formal resolution approved by two-thirds (2/3) of all of the Unit owners at a meeting of the members.

ARTICLE XVII

General Provisions

Section 1. Covenants Running With the Land. The covenants, conditions, restrictions, easements, reservations, liens, and charges created hereunder or hereby shall run with and bind the land, and each part thereof, and shall be binding upon and inure to the benefit of all parties having any right, title or interest in or to all or any part of the Villa Property, and the Association, and their respective heirs, executors, administrators, successors and assigns.

Section 2. Enforcement. In addition to any other remedies provided in this Declaration, Declarant (only with respect to those rights directly benefiting the Declarant), the Association, and each Unit owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, easements, reservations, liens and charges set forth herein or in the Bylaws or now or hereafter imposed by or through the Association's rules and regulations. Failure by Declarant, the Association or by any Unit owner to proceed with such enforcement shall in no event be deemed a waiver of the right to enforce at a later date the original violation or a subsequent violation, nor shall the doctrine of laches nor any statute of limitations bar the enforcement of any such restriction, condition, covenant, reservation, easement, lien or charge. Further, the Association and each Unit owner shall have rights of action against each other for failure to comply with the provisions of the Villa Instruments and applicable law, and with respect to decisions made pursuant to authority granted thereunder, provided, the Association shall have the right to assess reasonable charges for the costs of enforcement and arbitration, and provided, further, that neither the Association nor its directors, officers, or other representatives, shall be liable to any Unit owner or occupant, or their invitees, for damage to any Unit or any part thereof, or any personal property of such Unit owner, occupant or invitee, or for injury to such person, unless the damage or injury was proximately caused by the gross negligence or the international tortious act of the Association or such director, officer or other representative. Notwithstanding the foregoing, in the event of any dispute between the Association and any Unit owner or occupant that cannot be settled by agreement between them, no Unit owner or Unit owners shall institute legal proceedings against the association without first submitting the dispute to nonbinding arbitration by a single independent arbitrator selected by the Board. In addition to all other remedies available by law, the Association may use summary abatement or similar means to enforce

IN WITNESS WHEREOF, the undersigned has executed this Declaration on the date first above written.

SUGARLAND VILLAS

By _____
Daryl R. Hunter

ATTEST:

_____
Natalie G. Hunter

State of Missouri

County of Cass

On this 28th day of September, 2005 before me, the undersigned, appeared

Daryl R. Hunter, President and Natalie G. Hunter Secretary to me personally known, who being by me duly sworn, did say that they are the Members of, Sugarland Villas, LLC a Limited Liability Company duly organized under the laws of the State of Missouri and that said instrument was signed and sealed in behalf of said Limited Liability Company by authority of its Members, and said Member acknowledged said instrument to be the free act and deed of said Limited Liability Company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notorial seal in said County and State, the day and year last above written.

My commission expires:

_____
Notary Public

SUE BRANT
NOTARY PUBLIC - NOTARY SEAL
STATE OF MISSOURI
CASS COUNTY
MY COMMISSION EXPIRES AUGUST 17, 2007

AFFIDAVIT

STATE OF MISSOURI)
) ss.
COUNTY OF CASS)

In Re: SUGARLAND ESTATES, a Subdivision in Pleasant Hill, Missouri, concerning Document 065596, filed October 3, 1994, concerning Section 3(a) Single Family Residences. Lots 137 through 203, Lots 209 through 253 and Lots 331 through 334.

That on September 30, 1994, housing subdivision restrictions were filed in the Cass County Recorder's Office being Document 065596 and being filed on October 3, 1994, wherein the above described lots were subjected to certain covenants and restrictions including that .. "No single family residence of one and one-half story with attached garage shall be erected having a ground floor area of less than 1,800 square feet .." That said 1,800 square feet was a typographical error and that said number should have read 1,150 square feet. That attached hereto and incorporated by reference and marked *"Exhibit A"* is the page which contained the typographical error. That attached hereto marked *"Exhibit B"* and incorporated herein by reference is an identical page with the corrected square footage of 1,150 square feet inserted.

SUBURBAN LAND COMPANY

Jack Mainprize, President

ABBy Renée Mainprize

Abby Renee Mainprize, Vice-President

SUGARLAND HOMEOWNERS ASSOC.

Don Sears, President

SUGARLAND ESTATES

$25,000.00 to $27,500.00

A SUBDIVISION IN PLEASANT HILL, CASS COUNTY, MISSOURI

THIS DECLARATION, made this 30th day of September, A.D., 1994 by Suburban Land Co., a Missouri corporation, hereinafter called Developer;

WITNESSETH:

WHEREAS, Developer is now the owner of Lots 209 through 253 and Lots 331 through 334, SUGARLAND ESTATES, a subdivision in Pleasant Hill, Cass County, Missouri according to the recorded plat thereof and now desires to place certain protective restrictions and reservations on all of said property, for the use and benefit of the present owner, and for its future grantees, successors and assign;

NOW THEREFORE, pursuant to Article X, Section 3 of the Declaration of Restrictions and Protective Covenants recorded at Page 22, in Book 1065 of the Recorder of Deeds for Cass County, Missouri, at Harrisonville, the aforesaid Declaration of Restrictions and Protective Covenants are hereby declared to be binding and in full force and effect on the real property subject to this Supplementary Declaration of Covenants and Restrictions. In addition thereto, said Declaration of Restrictions and Protective Covenants is hereby amended by adding an additional section to Article IX, Use Restrictions of said Declaration of Restrictions and Protective Covenants, said section as follows:

Section 3 (a) Single Family Residences. Lots 137 through 203, Lots 209 through 253 and Lots 331 through 334. No single family residence of one story with attached garage shall be erected having a ground floor area of less than 1,600 square feet which shall be exclusive of porches, garages and breezeways. No single family residence of one and one-half story with attached garage shall be erected having a ground floor area of less than 1,800 (1,150) square feet, but in no event, less than 1,800 square feet total. No split-level single family residences shall be erected having a living area of less than 1,800 square feet on the two main levels. No single family residence of two stories shall be erected having less than 850 square feet on the ground level plus garages on the ground level, but in no event, less than 1,800 square feet total.

No single family residence having the appearance from the front of a two story residence, including the foundation, with principal living area on the second floor, shall have less than 1,800 square feet on the second floor or principal living area. Any dwelling with basement garages must have at least 1,800 square feet on the main living area.

Section 22. No imitation brick or imitation stone may be used.

In all other respects, the Developer ratifies and confirms the Declaration of Restrictions and Protective Covenants for Lots 3 through 42, SUGARLAND ESTATES, Lots 43 through 52 of SUGARLAND ESTATES, Lots 85 through 113 of SUGARLAND ESTATES, Lots 137 through 203, Lots 204 through 208, Lots 209 through 253, Lots 331 through 334, and Lots 254 through 259 of said Sugarland Estates being a subdivision in Pleasant Hill, Cass County, Missouri.

RECORDER OF DEEDS CASS CO. MO.

STATE OF MISSOURI } ss
COUNTY OF CASS }

94 OCT -3 P 1:26

055556

DEPUTY

EXHIBIT A

SUPPLEMENTARY DECLARATION OF COVENANTS
CONDITIONS AND RESTRICTIONS

SUGARLAND ESTATES
LOTS 209 THROUGH 253

A SUBDIVISION IN PLEASANT HILL, CASS COUNTY, MISSOURI

THIS DECLARATION, made this _____ day of _____,A.D., 1997 by Suburban Land Co., Inc., a Missouri corporation, hereinafter called Developer;

WITNESSETH:

WHEREAS, Developer is now the owner of Lots 209 through 253, and Lots 331 through 334, SUGARLAND ESTATES, a subdivision in Pleasant Hill, Cass County, Missouri according to the recorded plat thereof and now desires to place certain protective restrictions and reservations on all of said property, for the use and benefit of the present owner, and for its future grantees, successors and assign;

NOW THEREFORE, pursuant to Article X, Section 3 of the Declaration of Restrictions and Protective Covenants recorded at Page 22, in Book 1065 of the Recorder of Deeds for Cass County, Missouri, at Harrisonville aforesaid Declaration of Restrictions and Protective Covenants are hereby declared to be binding and in full force and effect on the real property subject to this Supplementary Declaration of Covenants and Restrictions. In addition thereto, said Declaration of Restrictions and Protective Covenants is hereby amended by adding an additional section to Article IX, Use Restrictions of said Declaration of Restrictions and Protective Covenants, said section as follows:

Section 3 (a) Single Family Residences. Lots 137 through 203, Lots 209 through 253 and Lots 331 through 334. No single family residence of one story with attached garage shall be erected having a ground floor area of less than 1,600 square feet which shall be exclusive of porches, garages and breezeways. No single family residence of one and one-half story with attached garage shall be erected having a ground floor area of less than 1,150 square feet, but in no event, less than 1,800 square feet total. No split-level single family residences shall be erected having a living area of less than 1,800 square foot on the two main levels. No single family residence of two stories shall be erected having less than 850 square feet on the ground level plus garages on the ground level, but in no event, less than 1,800 square feet total.

No single family residence having the appearance from the front of a two story residence, including the foundation, with principal living area on the second floor, shall have less than 1,800 square feet on the second floor or principal living area. Any dwelling with basement garages must have at least 1,800 square feet on the main living area.

Section 22. No imitation brick or imitation stone may be used.

EXHIBIT B

SUPPLEMENTARY DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

30.00

LOTS 254 through 259

SUGARLAND ESTATES

A SUBDIVISION IN PLEASANT HILL, CASS COUNTY, MISSOURI

THIS DECLARATION, made this 30th day of September, A.D., 1994 by Suburban Land Co., a Missouri corporation, hereinafter called Developer;

WITNESSETH:

WHEREAS, Developer is now the owner of Lots 254 through 259, SUGARLAND ESTATES, a subdivision in Pleasant Hill, Cass County, Missouri according to the recorded plat thereof and now desires to place certain protective restrictions and reservations on all of said property, for the use and benefit of the present owner, and for its future grantees, successors and assign;

NOW THEREFORE, pursuant to Article X, Section 3 of the Declaration of Restrictions and Protective Covenants recorded at Page 22, in Book 1065 of the Recorder of Deeds for Cass County, Missouri, at Harrisonville, the aforesaid Declaration of Restrictions and Protective Covenants are hereby declared to be binding and in full force and effect on the real property subject to this Supplementary Declaration of Covenants and Restrictions. In addition thereto, said Declaration of Restrictions and Protective Covenants is hereby amended by adding an additional section to Article IX, Use Restrictions of said Declaration of Restrictions and Protective Covenants, said section as follows:

Section 3 (a) Single Family Residences. Lots 109 through 113, Lots 114 through 136, and Lots 254 through 259. No single family residence of one story with attached garage shall be erected having a ground floor area of less than 1,400 square feet which shall be exclusive of porches, garages and breezeways. No single family residence of one and one-half story with attached garage shall be erected having a ground floor area of less than 1000 square feet, but in no event, less than 1,600 square feet total. No split-level single family residences shall be erected having a living area of less than 1,600 square feet on the two main levels. No single family residence of two stories shall be erected having less than 850 square feet on the ground level plus garages on the ground level, but in no event, less than 1,600 square feet total.

No single family residence having the appearance from the front of a two story residence, including the foundation, with principal living area on the second floor, shall have less than 1,400 square feet on the second floor or principal living area. Any dwelling with basement garages must have at least 1,600 square feet on the main living area.

Section 22. No imitation brick or imitation stone may be used.

In all other respects, the Developer ratifies and confirms the Declaration of Restrictions and Protective Covenants for Lots 3 through 42, SUGARLAND ESTATES, Lots 43 through 52 of SUGARLAND ESTATES, Lots 85 through 113 of SUGARLAND ESTATES, Lots 114 through 136 SUGARLAND ESTATES, and Lots 137 through 203 of said Sugarland Estates being a subdivision in Pleasant Hill, Cass County, Missouri.

RECORDER OF DEEDS CASS CO. MO.

STATE OF MISSOURI
COUNTY OF CASS
I CERTIFY THIS INSTRUMENT WAS FILED FOR RECORD
94 OCT -3 P 1:
RECORDED IN BOOK
JOHN MOHLER, RECORDER

DEPUTY

0655

SUPPLEMENTARY DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

LOTS 254 through 259

SUGARLAND ESTATES

A SUBDIVISION IN PLEASANT HILL, CASS COUNTY, MISSOURI

THIS DECLARATION, made this 30th day of September, A.D., 1994 by Suburban Land Co., a Missouri corporation, hereinafter called Developer;

WITNESSETH:

WHEREAS, Developer is now the owner of Lots 254 through 259, SUGARLAND ESTATES, a subdivision in Pleasant Hill, Cass County, Missouri according to the recorded plat thereof and now desires to place certain protective restrictions and reservations on all of said property, for the use and benefit of the present owner, and for its future grantees, successors and assign;

NOW THEREFORE, pursuant to Article X, Section 3 of the Declaration of Restrictions and Protective Covenants recorded at Page 22, in Book 1065 of the Recorder of Deeds for Cass County, Missouri, at Harrisonville, the aforesaid Declaration of Restrictions and Protective Covenants are hereby declared to be binding and in full force and effect on the real property subject to this Supplementary Declaration of Covenants and Restrictions. In addition thereto, said Declaration of Restrictions and Protective Covenants is hereby amended by adding an additional section to Article IX, Use Restrictions of said Declaration of Restrictions and Protective Covenants, said section as follows:

Section 3 (a) Single Family Residences. Lots 109 through 113, Lots 114 through 136, and Lots 254 through 259. No single family residence of one story with attached garage shall be erected having a ground floor area of less than 1,400 square feet which shall be exclusive of porches, garages and breezeways. No single family residence of one and one-half story with attached garage shall be erected having a ground floor area of less than 1000 square feet, but in no event, less than 1,600 square feet total. No split-level single family residences shall be erected having a living area of less than 1,600 square feet on the two main levels. No single family residence of two stories shall be erected having less than 850 square feet on the ground level plus garages on the ground level, but in no event, less than 1,600 square feet total.

No single family residence having the appearance from the front of a two story residence, including the foundation, with principal living area on the second floor, shall have less than 1,400 square feet on the second floor or principal living area. Any dwelling with basement garages must have at least 1,600 square feet on the main living area.

Section 22. No imitation brick or imitation stone may be used.

In all other respects, the Developer ratifies and confirms the Declaration of Restrictions and Protective Covenants for Lots 3 through 42, SUGARLAND ESTATES, Lots 43 through 52 of SUGARLAND ESTATES, Lots 85 through 113 of SUGARLAND ESTATES, Lots 114 through 136 SUGARLAND ESTATES, and Lots 137 through 203 of said Sugarland Estates being a subdivision in Pleasant Hill, Cass County, Missouri.

RECORDER OF DEEDS CASS CO. MO.

STATE OF MISSOURI) SS
COUNTY OF CASS)
CERTIFIED FROM MICROFILM RECORDS

94 OCT -3 P 1:27.0

RECORDER'S FEE $ 14.00
JOHN KOHLER, RECORDER

DEPUTY

065507

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STATE OF MISSOURI] SS
COUNTY OF CASS]
CERTIFIED INSTRUMENT RECORDED

95 JUL 12 P 3:31 B
001449 000129
RECORDED IN BOOK ___ PAGE ___
JOHN MUHLER, RECORDER
DEPUTY

State of Missouri

County of ~~Cass~~ Jackson

RECORDING FEE $ 8
STATE USE FEE 13
TOTAL $ 21

On this 10th day of July, 1995, before me appeared Jack H. Mainprize, President of Suburban Land Co., a Missouri Corporation, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

In testimony whereof, I have hereunto set my hand and affixed my official seal at my office in Belton the day and year first above written.

Lori L. Vantrees
Notary Public

LORI L. VANTREES
Notary Public - Notary Seal
STATE OF MISSOURI
Commission in Jackson County
My Commission Expires Feb. 2, 1998

My commission expires:

February 2, 1998

RECORDER OF DEEDS
CASS CO. MO.

State of Missouri

County of ~~Cass~~ Jackson

On this 10th day of July, 1995, before me appeared Richard T. Michael and Nancy G. Michael, His Wife, to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

In testimony whereof, I have hereunto set my hand and affixed my official seal at my office in Belton the day and year first above written.

Lori L. Vantrees
Notary Public

My commission expires:

February 2, 1998

LORI L. VANTREES
Notary Public - Notary Seal
STATE OF MISSOURI
Commission in Jackson County
My Commission Expires Feb. 2, 1998

JUL 12 1995

1449-127

Lots 260 through 299

CORRECTIVE PLAT OF SUGARLAND WEST

A SUBDIVISION IN PLEASANT HILL, CASS COUNTY, MISSOURI

THIS DECLARATION, made this 10th day of July, A.D., 1995 by Suburban Land Co., a Missouri Corporation, hereinafter called Developer and Richard T. Michael and Nancy G. Michael owners of lot 289 through 293 and lot 297 through 299.

22-54

WITNESSETH:

WHEREAS, DEVELOPER IS NOW THE OWNER OF LOTS 260 THROUGH 299, sugarland estates, a subdivision in Pleasant Hill, Cass County, Missouri according to the recorded plat thereof and now desires to place certain protective restrictions and reservations on all of said property, for the use and benefit of the present owner, and for its future grantees, successors and assign;

NOW THEREFORE, pursuant to Article X, Section 3 of the Declaration of Restrictions and Protective Covenants recorded at Page 22 in Book 1065 of the Recorder of Deeds for Cass County, Missouri, at Harrisonville, the aforesaid Declaration of Restrictions and Protective Covenants are hereby declared to be binding and in full force and effect on the real property subject to this Supplementary Declaration of Covenants and Restrictions. In addition thereto, said Declaration of Restrictions and Protective Covenants is hereby amended by adding an additional section to Article IX, Use Restrictions of said Declaration of Restrictions and Protective Covenants, said section as follows:

Section 3 (a) Single Family Residences. Lots 3 through 42, Lots 260 through 299. No single family residance of one story with attached garage shall be erected having a ground floor area of less than 1,200 square feet which shall be exclusive of porches, garages and breezeways. No single family residences of one and one-half story with attached garage shall be erected having a ground floor area of less than 850 square feet, but in no event, less than 1,250 square feet total. No split-level single family residences shall be erected having a living area less than 1,200 square feet on the two main levels. No single family residences of two stories shall be erected having less than 850 square feet on the ground level plus garages on the ground level, but in no event, less than 1,450 square feet total.

No single family residance having the appearance from the front of a two story residence, including the foundation, with principal living area on the second floor, shall have less than 1,200 square feet on the second floor or principal living area. Any dwelling with basement garages must have at least 1,200 square feet on the main living area.

Section 22. No imitation brick or imitation stone may be used.

In all other respects, the Developer ratifies and confirms the Declaration of restrictions and protective Covenants for lots 3 through 42, SUGARLAND ESTATES, Lots 43 through 52 of SUGARLAND ESTATES, Lots 137 through 203, Lots 204 through 208, Lots 209 through 253, Lots 331 through 334, Lots 254 through 259, and Lots 300 through 330, of said Sugarland Estates being a subdivision in Pleasant Hill, Cass County, Missouri.

Jack H. Mainprize 7-10-95

JACK H. MAINPRIZE DATE
SUBURBAN LAND CO.

Richard T. Michael 7-10-95

RICHARD T. MICHAEL DATE

Nancy G. Michael 7/10-95

NANCY G. MICHAEL DATE

Hoyt & Associates, Land Surveying Inc.
Harrisonville, Mo.

14,500.00
+ 00
1,500.

SUPPLEMENTARY DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

LOTS 300 through 330

SUGARLAND ESTATES

A SUBDIVISION IN PLEASANT HILL, CASS COUNTY, MISSOURI

THIS DECLARATION, made this 30th day of September, A.D., 1994 by Suburban Land Co., a Missouri corporation, hereinafter called Developer;

WITNESSETH:

WHEREAS, Developer is now the owner of Lots 300 through 330, SUGARLAND ESTATES, a subdivision in Pleasant Hill, Cass County, Missouri according to the recorded plat thereof and now desires to place certain protective restrictions and reservations on all of said property, for the use and benefit of the present owner, and for its future grantees, successors and assign;

NOW THEREFORE, pursuant to Article X, Section 3 of the Declaration of Restrictions and Protective Covenants recorded at Page 22, in Book 1065 of the Recorder of Deeds for Cass County, Missouri, at Harrisonville, the aforesaid Declaration of Restrictions and Protective Covenants are hereby declared to be binding and in full force and effect on the real property subject to this Supplementary Declaration of Covenants and Restrictions. In addition thereto, said Declaration of Restrictions and Protective Covenants is hereby amended by adding an additional section to Article IX, Use Restrictions of said Declaration of Restrictions and Protective Covenants, said section as follows:

Section 3 (a) Single Family Residences. Lots 53 through 78, Lots 300 through 330. No single family residence of one story with attached garage shall be erected having a ground floor area of less than 1,250 square feet which shall be exclusive of porches, garages and breezeways. No single family residence of one and one-half story with attached garage shall be erected having a ground floor area of less than 850 square feet, but in no event, less than 1,400 square feet total. No split-level single family residences shall be erected having a living area of less than 1,250 square feet on the two main levels. No single family residence of two stories shall be erected having less than 700 square feet on the ground level plus garages on the ground level, but in no event, less than 1,450 square feet total.

No single family residence having the appearance from the front of a two story residence, including the foundation, with principal living area on the second floor, shall have less than 1,250 square feet on the second floor or principal living area. Any dwelling with basement garages must have at least 1,250 square feet on the main living area.

Section 22. No imitation brick or imitation stone may be used.

In all other respects, the Developer ratifies and confirms the Declaration of Restrictions and Protective Covenants for Lots 3 through 42, SUGARLAND ESTATES, Lots 43 through 52 of SUGARLAND ESTATES, Lots 85 through 113 of SUGARLAND ESTATES, Lots 137 through 203, Lots 204 through 208, Lots 209 through 253, Lots 331 through 334, Lots 254 through 259, and Lots 300 through 330, of said Sugarland Estates being a subdivision in Pleasant Hill, Cass County, Missouri.

CASS CO. MO. RECORDER OF DEEDS

065594

STATE OF MISSOURI } SS
COUNTY OF CASS }
I HEREBY CERTIFY THIS INSTRUMENT WAS FILED FOR RECORD

94 OCT -3 P 1:25

RECORDER'S USE ONLY
PAGE
JOHN KOHLER, RECORDER

DEPUTY

CC&T

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1/2
21

SUPPLEMENTARY DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

LOTS 300 through 330

SUGARLAND WEST

A SUBDIVISION IN PLEASANT HILL, CASS COUNTY, MISSOURI

THIS DECLARATION, made this 3 day of January, A.D., 1995 by Suburban Land Co., a Missouri corporation, hereinafter called Developer:

WITNESSETH:

WHEREAS, Developer is now the owner of Lots 300 through 330, SUGARLAND WEST, a subdivision in Pleasant Hill, Cass County, Missouri according to the recorded plat thereof and now desires to place certain protective restrictions and reservations on all of said property, for the use and benefit of the present owner, and for its future grantees, successors and assigns;

NOW THEREFORE, pursuant to Article X, Section 3 of the Declaration of Restrictions and Protective Covenants recorded at Page 22, in Book 1065 of the Recorder of Deeds for Cass County, Missouri, at Harrisonville, the aforesaid Declaration of Restrictions and Protective Covenants are hereby declared to be binding and in full force and effect on the real property subject to this Supplementary Declaration of Covenants and Restrictions. In addition thereto, said Declaration of Restrictions and Protective Covenants is hereby amended by adding an additional section to Article IX, Use Restrictions of said Declaration of Restrictions and Protective Covenants, said section as follows:

Section 3 (a) Single Family Residences. Lots 300 through 330. No single family residence of one story with attached garage shall be erected having a ground floor area of less than 1,200 square feet which shall be exclusive of porches, garages and breezeways. No single family residence of one and one-half story with attached garage shall be erected having a ground floor area of less than 850 square feet, but in no event, less than 1,400 square feet total. No split-level single family residences shall be erected having a living area of less than 1,200 square feet on the two main levels. No single-family residence of two stories shall be erected having less than 700 square feet on the ground level plus garages on the ground level, but in no event, less than 1,450 square feet total.

No single family residence having the appearance from the front of a two story residence, including the foundation, with principal living area on the second floor, shall have less than 1,200 square feet on the second floor or principal living area. Any dwelling with basement garages must have at least 1,200 square feet on the main living area.

Section 22. No imitation brick or imitation stone may be used.

In all other respects, the Developer ratifies and confirms the Declaration of Restrictions and Protective Covenants for Lots 3 through 42, SUGARLAND ESTATES, Lots 43 through 52 of SUGARLAND ESTATES, Lots 85 through 113 of SUGARLAND ESTATES, Lots 137 through 203 OF SUGARLAND ESTATES, Lots 204 through 208 OF SUGARLAND ESTATES, Lots 209 through 253 OF SUGARLAND WEST, Lots 254 through 259 OF SUGARLAND WEST, Lots 331 through 334 OF SUGARLAND WEST, said Sugarland Estates and Sugarland West being a subdivision in Pleasant Hill, Cass County, Missouri.

1419
53

069641

STATE OF MISSOURI) SS
COUNTY OF CASS)
I CERTIFY THIS INSTRUMENT WAS FILED FOR RECORD

95 JAN 10 P 1:17.1
RECORDED IN BOOK 090053
JOHN FICHLER, RECORDER

BY _____ DEPUTY

500
13.00
3.00

IN WITNESS WHEREOF, the said Suburban Land Company, has set its hand hereunto this 3 day of January, 1995.

Suburban Land Company

By: Jack H. Mainprize
Jack H. Mainprize

STATE OF MISSOURI)
) ss.
COUNTY OF CASS)

Now on this 3rd day of January, 1995, before me appeared Jack H. Mainprize, to me personally known and, being duly sworn, stated under oath that he is the President of Suburban Land Company a Missouri Corporation, and the Owner and Developer of the tract of land first hereinabove described, and that he has read the foregoing Supplementary Declaration of Covenants and Restrictions and has executed the same on behalf of the corporation as his own free act and deed, for the purposes set forth therein.

Subscribed and sworn to before me this 3rd day of January, 1995.

Sue Brant
Notary Public

My Commission Expires:

SUE BRANT
Notary Public-State of Missouri
Commissioned in Cass County
Date My Commission Expires June 23, 1995

Pleasant Hill MO 64080

SUGARLAND ESTATES HOMEOWNERS ASSOCIATION

Judy Collins, President
Jim Preuss, Vice-President

Marie Cade, Secretary
Donna Barnett, Treasurer

June 1, 1991

SPECIAL HOMEOWNERS ASSOCIATION MEETING ~~Amended~~ Adopted as noted

On Tuesday June 11, at the Old Coop Building located at 1203 N 7 Highway there will be a special meeting held to vote on changing the following restriction:

> ARTICLE IX, USE RESTRICTIONS, Section 23. The erection or maintenance of basketball goals on a lot must not be nearer to the street than the rear building line of the home.

The vote will be to adopt the following changes to Section 23 of the use restrictions. The revised restriction will read as follows:

> ARTICLE IX, USE RESTRICTIONS, Section 23. The erection or maintenance of basketball goals on a lot must be at least eleven (11) feet from the curb and placed next to driveway. All basketball goals erected between the street and rear building line of home must be a painted (black or white) metal pole. Backboards may be of fiberglass, white painted metal, or clear plastic. No wood poles or backboards may be erected between the street and rear building line of home. Basketball goals may not be attached to any part of a dwelling.

If you are unable to attend the June 11 meeting and would like your vote to count, please fill out the attached proxy and give to David Adamczyk at 987-2315.

- - - -

February 23, 1994

Article IX - Section 19 (Now Reads)

Parking and storage of vehicles prohibited. No school buses, tractors, trucks over one (1) ton, unmounted campers, trailers, unlicensed or inoperable or partially disassembled automobiles or other motor vehicles or trailers shall be regularly parked in the open on any lot or at the curb and in any event not more than 12 hours at any one time.

Article IX - Section 19 (Amended to Read)

Parking and storage of vehicles prohibited. No school buses, tractors, trucks over one (1) ton, unmounted campers, trailers, unlicensed or inoperable or partially disassembled automobiles or other motor vehicles or boats and/or trailers shall be regularly parked in the open on any lot or at the curb and in any event not more than 12 hours at any one time.

ONE VOTE PER LOT

APPROVE Name and Address	DISAPPROVE Name and Address
1. MAC Kinlay 914 Hidden Valley	
2. [illegible] 2011 Hidden Valley	
3 W.H. Kennedy 610 Sugarland Dr.	
4. Bob & Pat Maloney 202 Sugarland Dr.	
5. Roy & Shirley Clevenger 208 Sugarland Dr.	
6. Don Holtcamp 305 Sugarland Dr	
7. R.L. Davis 1904 Hidden Valley Dr.	
8. [illegible] Brown 1905 Hidden Valley Dr.	
9. [illegible] Brown Lot 164 Sugarland Dr.	
10. [illegible]	
11. [illegible] 1402 Hidden Valley Dr	
12. [illegible] Buckingham 1913 Evergreen	
13. [illegible]	
1st Mike [illegible] Davis.	

#84

GUIDELINES FOR OFF ROAD VEHICLES ON COMMON GROUNDS

"Off Road Vehicles" will be defined as any motorized vehicle, which is not on a paved or graveled road or path. The lands covered by this guideline will be limited to those lands, which are defined by development maps as "Sugarland Estates Common Grounds."

No off road vehicle use of Sugarland Estates Common Grounds will be permitted.

Exceptions to this simple rule may be made with the explicit approval of at least 2 members of the "Grounds Committee" plus 2 members of the Board of Directors. This approval will generally be limited to special events, which may necessitate limited off road vehicle use, and those matters pertaining to the ongoing maintenance of the Common Grounds.
When special permission is given for off road vehicle traffic, the approving authority will limit that off road use consistent with climatic and ground conditions at the time of such use. Those limitations will be placed in order to assure the least amount of damage to the Common Grounds.

Lots 341 through 351

CORRECTIVE PLAT OF SUGARLAND

A SUBDIVISION IN PLEASANT HILL, CASS COUNTY, MISSOURI

THIS DECLARATION, made this 6th day of December, A.D., 1995 by Suburban Land Co., a Missouri Corporation, hereinafter called Developer and Dennis Ross Construction Company owner of lot 342.

WITNESSETH:

WHEREAS, DEVELOPER IS NOW THE OWNER OF LOTS 341 THROUGH 351, Sugarland Estates, a subdivision in Pleasant Hill, Cass County, Missouri according to the recorded plat thereof and now desires to place certain protective restrictions and reservations on all of said property, for the use and benefit of the present owner, and for its future grantees, successors and assign;

NOW THEREFORE, pursuant to Article X, Section 3 of the Declaration of Restrictions and Protective Covenants recorded at Page 22 in Book 1065 of the Recorder of Deeds for Cass County, Missouri, at Harrisonville, the aforesaid Declaration of Restrictions and Protective Covenants are hereby declared to be binding and in full force and effect on the real property subject to this Supplementary Declaration of Covenants and Restrictions. In addition thereto, said Declaration of Restrictions and Protective Covenants is hereby amended by adding an additional section to Article IX, Use Restrictions of said Declaration of Restrictions and Protective Covenants, said section as follows:

Section 3 (a) Single Family Residences. Lots 137 through 203, Lots 341 through 351. No single family residence of one story with attached garage shall be erected having a ground floor area of less than 1,600 square feet which shall be exclusive of porches, garages and breezeways. No single family residences of one and one-half story with attached garage shall be erected having a ground floor area of less than 1,150 square feet, but in no event, less than 1,800 square feet total. No split-level single family residences shall be erected having a living area less than 1,800 square feet on the two main levels. No single family residences of two stories shall be erected having less than 850 square feet on the ground leval plus garages on the ground level, but in no event, less than 1,800 square feet total.

No single family residence having the appearance from the front of a two story residence, including the foundation, with principal living area on the second floor, shall have less than 1,800 square feet on the second floor or principal living area. Any dwelling with basement garages must have at least 1,800 square feet on the main living area.

Section 22. No imitation brick or imitation stone may be used.

In all other respects, the Devaloper ratifies and confirms the Declaration of restrictions and protective Covenants for lots 3 through 42, SUGARLAND ESTATES, Lots 43 through 52 of SUGARLAND ESTATES, Lots 137 through 203, Lots 204 through 208, Lots 209 through 253, Lots 331 through 334, Lots 254 through 259, Lots 300 through 330, and Lots 341 through 351 of said Sugarland Estates being a subdivision in Pleasant Hill, Cass County, Missouri.

1476/248

Jack H. Mainprize

Dennis Ross Counstruction Co.

IN WITNESS WHEREOF, the said Suburban Land Co., has set its hand hereunto this 30th day of November, 1995

Suburban Land Co.

By: Jack H. Mainprize
Jack H. Mainprize

STATE OF MISSOURI)
) ss.
COUNTY OF CASS)

Now on this 30th day of November, 1995, before me appeared Jack H. Mainprize, to me personally known and, being duly sworn, stated under oath that he is the President of Suburban Land Co. a Missouri Corporation, and the owner and Developer of the tract of land first hereinabove described, and that he has read the foregoing Supplementary Declaration of Covenants and Restrictions and has executed the same on behalf of the corporation as his own free act and deed, for the purposes set forth therein.

Subscribed and sworn to before me this 30th day of November, 1995.

NOTARY PUBLIC

MY COMMISSION EXPIRES:

DATE

STATE OF MISSOURI } ss.
COUNTY OF CASS }
FILED FOR RECORD
95 DEC -7 P 3:15
RECORDER OF DEEDS
001476 0084
DEPUTY

IN WITNESS WHEREOF, the said DENNIS ROSS, DENNIS ROSS CONSTRUCTION, has set its hand hereunto this 6th day of November, 1995

RECORDER OF DEEDS
CASS CO. MO.

DENNIS ROSS
DENNIS ROSS CONSTRUCTION

STATE OF MISSOURI)
) ss.
COUNTY OF Cass)

On this 6th day of November, 1995, before me appeared DENNIS ROSS, DENNIS ROSS CONSTRUCTION, to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

Subscribed and sworn to before me this 6th day of November, 1995.

NOTARY PUBLIC

MY COMMISSION EXPIRES:

DATE

1476/248

Lots 341 through 351

CORRECTIVE PLAT OF SUGARLAND WEST

A SUBDIVISION IN PLEASANT HILL, CASS COUNTY, MISSOURI

THIS DECLARATION, made this 21 day of NOVEMBER A.D., 1995 by Suburban Land Co., a Missouri Corporation, hereinafter called Developer;

WITNESSETH:

WHEREAS, DEVELOPER IS NOW THE OWNER OF LOTS 341 THROUGH 351, Sugarland Estates, a subdivision in Pleasant Hill, Cass County, Missouri according to the recorded plat thereof and now desires to place certain protective restrictions and reservations on all of said property, for the use and benefit of the present owner, and for its future grantees, successors and assign;

NOW THEREFORE, pursuant to Article X, Section 3 of the Declaration of Restrictions and Protective Covenants recorded at Page 22 in Book 1065 of the Recorder of Deeds for Cass County, Missouri, at Harrisonville, the aforesaid Declaration of Restrictions and Protective Covenants are hereby declared to be binding and in full force and effect on the real property subject to this Supplementary Declaration of Covenants and Restrictions. In addition thereto, said Declaration of Restrictions and Protective Covenants is hereby amended by adding an additional section to Article IX, Use Restrictions of said Declaration of Restrictions and Protective Covenants, said section as follows:

Section 3 (a) Single Family Residences. Lots 137 through 203, Lots 341 through 351. No single family residence of one story with attached garage shall be erected having a ground floor area of less than 1,600 square feet which shall be exclusive of porches, garages and breezeways. No single family residences of one and one-half story with attached garage shall be erected having a ground floor area of less than 1,150 square feet, but in no event, less than 1,800 square feet total. No split-level single family residences shall be erected having a living area less than 1,800 square feet on the two main levels. No single family residences of two stories shall be erected having less than 850 square feet on the ground level plus garages on the ground level, but in no event, less than 1,800 square feet total.

No single family residence having the appearance from the front of a two story residence, including the foundation, with principal living area on the second floor, shall have less than 1,800 square feet on the second floor or principal living area. Any dwelling with basement garages must have at least 1,800 square feet on the main living area.

Section 22. No imitation brick or imitation stone may be used.

In all other respects, the Developer ratifies and confirms the Declaration of restrictions and protective Covenants for lots 3 through 42, SUGARLAND ESTATES, Lots 43 through 52 of SUGARLAND ESTATES, Lots 137 through 203, Lots 204 through 208, Lots 209 through 253, Lots 331 through 334, Lots 254 through 259, Lots 300 through 330, and Lots 341 through 351 of said Sugarland Estates being a subdivision in Pleasant Hill, Cass County, Missouri.

11/15/95

IN WITNESS WHEREOF, the said Suburban Land Co., has set its hand hereunto this 27 day of November, 1995

Suburban Land Co.

By: Jack H. Mainprize
Jack H. Mainprize

STATE OF MISSOURI)
) ss.
COUNTY OF CASS)

Now on this 27th day of November, 1995, before me appeared Jack H. Mainprize, to me personally known and, being duly sworn, stated under oath that he is the President of Suburban Land Co. a Missouri Corporation, and the owner and Developer of the tract of land first hereinabove described, and that he has read the foregoing Supplementary Declaration of Covenants and Restrictions and has executed the same on behalf of the corporation as his own free act and deed, for the purposes set forth therein.

Subscribed and sworn to before me this 27th day of November, 1995.

NOTARY PUBLIC

MY COMMISSION EXPIRES:

DATE

RECORDER OF DEEDS CASS CO. MO.

083961

Suburban Land Co
PO Box 129
Pleasant Hill, MO
64080

1380-170

JUN 01 1994

SUPPLEMENTARY DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

LOTS 204 through 208

SUGARLAND ESTATES

A SUBDIVISION IN PLEASANT HILL, CASS COUNTY, MISSOURI

THIS DECLARATION, made this 31st day of May, A.D., 1994 by Creative Builders, Inc., a Missouri corporation, hereinafter called Developer;

WITNESSETH:

WHEREAS, Developer is now the owner of Lots 204 through 208, SUGARLAND ESTATES, a subdivision in Pleasant Hill, Cass County, Missouri according to the recorded plat thereof and now desires to place certain protective restrictions and reservations on all of said property, for the use and benefit of the present owner, and for its future grantees, successors and assign;

NOW THEREFORE, pursuant to Article X, Section 3 of the Declaration of Restrictions and Protective Covenants recorded at Page 22, in Book 1065 of the Recorder of Deeds for Cass County, Missouri, at Harrisonville, the aforesaid Declaration of Restrictions and Protective Covenants are hereby declared to be binding and in full force and effect on the real property subject to this Supplementary Declaration of Covenants and Restrictions. In addition thereto, said Declaration of Restrictions and Protective Covenants is hereby amended by adding an additional section to Article IX, Use Restrictions of said Declaration of Restrictions and Protective Covenants, said section as follows:

Section 3 (a) Single Family Residences. Lots 204 through 208. No single family residence of one story with attached garage shall be erected having a ground floor area of less than 1,000 square feet which shall be exclusive of porches, garages and breezeways. No single family residence of one and one-half story with attached garage shall be erected having a ground floor area of less than 850 square feet, but in no event, less than 1,250 square feet total. No split-level single family residences shall be erected having a living area of less than 1,200 square feet on the two main levels. No single family residence of two stories shall be erected having less than 850 square feet on the ground level plus garages on the ground level, but in no event, less than 1,450 square feet total.

No single family residence having the appearance from the front of a two story residence, including the foundation, with principal living area on the second floor, shall have less than 1,200 square feet on the second floor or principal living area. Any dwelling with basement garages must have at least 1,200 square feet on the main living area.

Section 6. Garages. Residences on lots 204, 205, and 206 shall have an attached private garage for not less than (1) one car. Residences on lots 207 and 208 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 which shall be kept closed as much as practicable to preserve the appearance of the elevation of the house fronting on the street. Driveways must be constructed of poured concrete or asphalt and extend to the curb of the street.

CASS COUNTY LAND TITLE, INC.
P. O. BOX 208
HARRISONVILLE, MO 64701

RECORDER OF DEEDS CASS CO. MO.

STATE OF MISSOURI }
COUNTY OF CASS } SS
CERTIFIED FOR RECORD

93 JUN -1 A 10:55

059856

RECORDED IN BOOK 0001170
JOHN ROHLER, RECORDER

DEPUTY

Section 22. Any residence which shall be constructed shall have a minimum of one hundred (100) Square feet of brick, or stone on the face of the structure facing the front property line. No imitation brick or imitation stone may be used. No Masonry is required on Colonial and Victorian Elevations or residences with front porches extending at least 16 feet in length.

In all other respects, the Developer ratifies and confirms the Declaration of Restrictions and Protective Covenants for Lots 3 through 42, SUGARLAND ESTATES, Lots 43 through 52 of SUGARLAND ESTATES, Lots 85 through 113 of SUGARLAND ESTATES, Lots 114 through 136 SUGARLAND ESTATES, Lots 137 through 203, and Lots 204 through 208 of said Sugarland Estates being a subdivision in Pleasant Hill, Cass County, Missouri.

IN WITNESS WHEREOF, the said Creative Builders, Inc., has set its hand hereunto this 31 day of May, 1994.

Creative Builders, Inc.

By: Natalie Mainprize
Natalie Mainprize

STATE OF MISSOURI)
) ss.
COUNTY OF CASS)

Now on this 31st day of May, 1994, before me appeared Natalie Mainprize, to me personally known and, being duly sworn, stated under oath that she is the President of Creative Builders, Inc., a Missouri Corporation, and the Owner and Developer of the tract of land first hereinabove described, and that she has read the foregoing Supplementary Declaration of Covenants and Restrictions and has executed the same on behalf of the corporation as her own free act and deed, for the purposes set forth therein.

Subscribed and sworn to before me this 31st day of May, 1994.

Notary Public

My Commission Expires:

January 5, 1998
Date

240274

STATE OF MISSOURI
COUNTY OF CASS
CERTIFIED INSTRUMENT RECORDED

32.00

2002 SEP 20 A 11: 25.5

BOOK 00216 PAGE 000040
SANDRA GREGORY, RECORDER

_____ DEPUTY

PLEASE NOTE:

These Restrictions apply only to the lots on Whispering Ridge Dr. and Whisper Cr. A complete copy of Sugarland Estates Restrictions will be furnished at your request.

LOTS 352 THROUGH 393
"WHISPERING RIDGE"
OF
SUGARLAND ESTATES
A SUBDIVISION IN PLEASANT HILL, CASS COUNTY, MISSOURI

THIS DECLARATION, made this 20th day of September, A.D., 2002 by Suburban Land Co., a Missouri corporation and D.R. Hunter, Inc., a Missouri corporation, hereinafter called Developer(s);

WITNESSETH:

WHEREAS, Developer is now the owner of Lots 352 through 393, SUGARLAND ESTATES, a subdivision in Pleasant Hill, Cass County, Missouri according to the recorded plat thereof and now desires to place certain protective restrictions and reservations on all of said property, for the use and benefit of the present owner, and for its future grantees, successors and assign;

NOW THEREFORE, pursuant to Article X, Section 3 of the Declaration of Restrictions and Protective Covenants recorded at Page 22, in Book 1065 of the Recorder of Deeds for Cass County, Missouri, at Harrisonville, the aforesaid Declaration of Restrictions and Protective Covenants are hereby declared to be binding and in full force and effect on the real property subject to this Supplementary Declaration of Covenants and Restrictions. In addition thereto, said Declaration of Restrictions and Protective Covenants is hereby amended by adding an additional sections to Article IX, Use Restrictions of said Declaration of Restrictions and Protective Covenants, said sections are as follows:

Section 3 (a) Single Family Residences. Lots 352 through 393. No single family residence consisting of a single level, above ground level with an attached garage shall be erected having a ground floor area of no less than 1,800 square feet of enclosed floor area. Any split level or front to back split or multilevel residence with attached garages shall contain a minimum of 1800 square feet of enclosed floor area on the first living level of the residence which shall be considered to be the plane of the first floor of the house above ground level. No residence with one and a fraction stories above ground level with an attached garage shall be erected having less than 1450 square feet of enclosed floor area on the first level above ground level, but in no event shall contain less than 2,200 square feet of total enclosed floor area on both levels. No residence of two (2) full stories above ground level shall be erected having less than 1100 square feet on the first level above ground level and an over-all minimum of 2,200 square feet of enclosed floor area combined on the two (2) levels above ground level. The words "enclosed floor area" as used herein shall mean and include areas of the residence enclosed and finished for all year occupancy, computed on outside measurements of the residence, and shall not mean or include any patio areas, basements, garages, carports, porches, breezeways or attics. The words "ground level" as used herein shall mean the ground elevation of a lot when finished graded at the front of any residence as constructed on such lot, extended on a plane from front to back of the residence.

Section 3. (b) The above lands may be improved, used or occupied for private residence and no flat or apartment house, Duplex residents or multi-family residents, though intended for residential purposes, may be erected thereon.

Section 6. Garages. Each residence shall have an attached private garage for not less than two (2) cars at ground level. 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, which shall be kept closed as much as practicable to preserve the appearance of the elevation of the house fronting on the street. Driveways must be constructed of poured concrete or asphalt and extend to the curb of the street. All Lots are required to have sidewalks on any portion of the lot that meets the street.

Section 7. Roofing Materials. All roofing shall be dimensional shingles with the appearance of weathered gray, the exact color and texture of which shall be approved in writing by Suburban Land Company, D.R. Hunter, Inc., or the Architectural Review Board as applicable.

Section 14. 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 household pets not to exceed two (2) in number may be kept, 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 and for the mutual benefit of all the Owners, no animal shall be allowed or permitted on the Common Area, 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 of any structure, enclosure, cage, dog pen, dog run, or other device used to confine or house dogs, cats or other household pets is expressly made subject to terms and conditions of Article VIII.

Section 19. Parking and Storage of Vehicles Prohibited. No school buses, tractors, trucks over one (1) ton, unmounted campers, trailer, unlicensed or inoperable or partially disassembled automobiles or other motor vehicles, or boats and/or trailers or recreational vehicles shall be regularly parked in the open on any lot or at the curb and in any event not more than 12 hours at any one time.

Section 22. Masonry Front Requirements. All residences shall be required to have a front exterior finish composed of a minimum of 400 square feet of brick work or stone work or a combination thereof commonly referred to as a masonry finish which finish shall be specified in the plans and specifications submitted for approval under the requirements of Article VIII on Architectural Control. (Any deviation from the foregoing requirement shall be based upon a specific request to the Developer in writing for relief from the foregoing requirement at the time of the submission of plans per Article VIII. The Developer Suburban Land Company and D.R. Hunter, Inc., reserves to itself under the provisions of Article VIII the authority to waive the foregoing requirement in its discretion exercised on a case by case basis. The decision of the Developer shall, in any event, be final.) No imitation brick or imitation stone may be used.

Section 24. Out Buildings. In addition to the residential structure on each Lot, an out building (no larger than 144 square feet) may be erected, but only if it is compatible in appearance and location with the dwelling on the Lot and such determination shall be made by the Developers or the Architectural Review Board as applicable.

Section 28. All residences and structures built on a Lot shall be fully constructed within One (1) year of the beginning date of Construction. The beginning date of construction shall be when ground is first broken to start construction. By completion of construction all yards must have been completely sodded, seeded, or sprigged with grass.

Section 29. All homes must be built by a professional builder and it shall be expressly permissible for the Developer to require during the period of construction of any improvements upon any Lot, such facilities as in the sole opinion of the Developer may be reasonably required, convenient or incidental to the construction of such improvements. All lot owners and Builders are responsible for keeping their lot clean of debris and trash, and the street clean of mud from the building process. All lot owners and Builders are responsible for activating their own utilities and in no event has permission to use another lot owners or Builders, electric or water.

Section 30. Aboveground Pools Prohibited. No above ground swimming pools shall be erected, installed, constructed an/or maintained by an Owner on any Lot, other than an entirely portable and movable wading pool.

Section 31. Mail boxes. Mailboxes will be installed and provided by the Developer, No less than two and no more than four mailboxes at any one location. All mailboxes must be black.

Section 32. Landscaping. All homes must have a minimum of $1000.00 landscaping on the front elevation of a home submitted at time of plan approval and installed by completion of exterior of home, weather permitting. (Sod, seeding, sprigs or trees (more than six feet from the home) are excluded in the Landscaping requirement of $1000.00)

Section 33. Fencing. Fencing must be a minimum of 4' in height (no split rail or wire mesh fencing may be erected). All fence plans must be approved by the Developer or Architectural Review Board prior to installation. In no event shall a fence be closer to the front property line than the rear of the home.

In all other respects, the Developer, Suburban Land Company and D.R. Hunter, Inc., ratifies and confirms the Declaration of Restrictions and Protective Covenants for Lots 3 through 42, Sugarland Estates, Lots 43 through 52, Sugarland Estates, Lots 53 through 78, Lots 79 through 84, Lots 83 through 108, Lots 109 through 136, Lots 137 through 203, Lots 204 through 208, Lots 209 through 253, Lots 254 through 259, Lots 260 through 299, Lots 300 through 330, Lots 331 through 334, Lots 335 through 340, Lots 341 through 351, of said Sugarland Estates being a subdivision in Pleasant Hill, Cass County, Missouri.

IN WITNESS WHEREOF, the said D.R. Hunter Inc. and Suburban Land Company, by its duly authorized officers, has caused this instrument to be executed this 20th day of September, 2002.

Suburban Land Company

By: Jack H Mainprize
Jack H. Mainprize, President

D. R. Hunter Inc.

By: Daryl R. Hunter
Daryl R. Hunter, President

Alice J Sommers

ALICE J SOMMERS
Notary Public - Notary Seal
STATE OF MISSOURI
Cass County
My Commission Expires: 1/30/04