

**AMENDED
BY-LAWS
OF
SUMMERFIELD OF BLUE SPRINGS HOMEOWNERS ASSOCIATION, INC.**

ARTICLE I

NAME AND LOCATION

The name of the corporation is SUMMERFIELD OF BLUE SPRINGS HOMEOWNERS ASSOCIATION, INC., hereinafter referred to as the "Association." The principal office of the corporation shall be located in Jackson County, Missouri, but meetings of members and directors may be held at such places as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

Section 1. "Association" shall mean and refer to SUMMERFIELD OF BLUE SPRINGS HOMEOWNERS ASSOCIATION, INC., its successors and assigns.

Section 2. "Common Area" shall mean and refer to any part of the property set aside pursuant to any recorded deed of the property by the developer to the Association for the common use and enjoyment of the members of the Association.

Section 3. "Declarant/Developer" shall mean Summerfield Development Corporation, or its successors and assigns, to whom is conveyed all remaining Lots, if more than one, for purpose of resale.

Section 4. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the properties recorded in the Office of the Recorder of Deeds for Jackson County, Missouri, by Declarant as Document No. I1237288 and Document No. I1237287, which may contain complementary provisions in reference to the Lots contained herein and is provided for the general welfare of the Owners and occupants of the units within the property.

Section 5. "Lot" shall mean and refer to any separately numbered plot of land shown upon the recorded plat of the property, together with any and all improvements now or hereafter located thereon, and all easements, rights, appurtenances, and privileges belonging or in any way pertaining thereto, excepting the common area or developer owned acreage.

Section 6. "Maintenance" shall mean at 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, weed free environment for optimum plant growth.

Section 7. "Member" shall mean and refer to every person or entity who holds 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 a 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 properties, including contract sellers, but excluding those having such interest merely as security for 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. "Supplementary Declaration" shall mean and refer to any Declaration of Covenants, Conditions and Restrictions which may be recorded by the Declarants or Developer alone which contains such 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 III

MEMBERSHIP

Section 1. Members. Every person or entity that is a record owner of a fee or undivided fee interest in any lot or of land where single family residential units are located, or of Developer owned acreage, which is subject by covenants of record to assessment by the Association, including contract sellers and every person who is an occupant, as heretofore defined, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. No owner or occupant shall have more than one membership. Membership shall be appurtenant to and may not be separated from ownership of any lot or other land which is subject to assessment by the Association or occupancy of a single family dwelling or residential unit.

Section 2. Suspension of Membership. In accordance with Article IX of these By-Laws, during any period in which a member shall be delinquent in the payment of any annual or special assessment levied by the Association, or any other amount due to the Association, the voting and other rights of the member to use of the Association facilities may be suspended by the Board of Directors until such assessment or amount due has been paid.

ARTICLE IV

RULES AND REGULATIONS

Section 1. Enforcement. The Board of Directors may from time to time promulgate rules and regulations as hereinafter provided to govern the use of the common area and facilities, the conduct of members and their guests, and compliance with the Declaration of Covenants, Conditions and Restrictions filed of record relating to the use of land or improvements within the properties, the control of architecture within the properties, or other measures necessary to insure the health, safety and welfare of the residents. The rules and regulations shall be effective ten (10) days after notice of enactment is mailed to members.

Section 2. Sanctions. Members violating duly promulgated rules and regulations shall be subject to sanctions in accordance with the terms and provisions of such rules and regulations. Such sanctions may include, but are not limited to, suspension of membership, the right to use or enjoy the common area for a period not to exceed ninety (90) days per violation, the assessment of fines not to exceed Fifty Dollars (\$50.00) per violation. Such fines, as well as costs and attorney's fees expended in collecting fines or enforcing suspensions shall be considered as special assessments in accordance with the Declaration, and shall become a lien against any lot, unit or land owned or occupied by any violator.

Section 3. Right of Appeal. Members shall have ten (10) days following the notice of any infraction or fine to appeal same to the Board of Directors. Such appeal must be made in writing and will be heard by the Board at its next scheduled meeting. If no hearing is requested within ten (10) days after the preliminary decision of the Board, said decision shall become final.

ARTICLE V

PROPERTY AND VOTING RIGHTS

Section 1. Use and Delegation of Use. Each member shall be entitled to the use and enjoyment of the common area and facilities as provided in the Declaration. Any member may delegate his rights of enjoyment of the common area and facilities to members of his family, his tenants or contract purchasers who reside on the property. Such member shall notify the secretary

in writing of the names of the delegates. The rights and privileges of such delegates are subject to suspension to the same extent as those of the member.

Section 2. Fees, Charges and Fines. In accordance with Article IV of these By-Laws, the Association may charge reasonable admission and other fees for the use of any Association facility situated upon common area, and may assess fines and charges for abuse of the privileges of using the common area.

Section 3. Voting Rights. Class A members shall be all single family residential lot owners, with the exception of the Developer. Class A members shall be entitled to one (1) vote for each lot in which they hold an interest required for membership under Article III. When one or more persons hold such an 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 (1) vote be cast with respect to the ownership of any lot, except as hereinafter provided under Class B voting rights.

The Class B member shall be the Developer. The Class B member shall be entitled to three (3) votes for each lot, residential unit or duplex unit in which it holds an interest required for membership in Article III. Class B membership shall cease and convert to Class A membership upon the happening of either of the following events, whichever first occurs:

- (a) when conveyed by the Developer; or
- (b) on January 1, 2001.

ARTICLE VI

MEETINGS OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the members shall be held within one (1) year from the date of incorporation of the Association, and each subsequent regular annual meeting shall be held on the same day of the same month of each year thereafter. The date for the annual meeting may be changed by a vote of the Board of Directors.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the president or by the Board of Directors, or upon written request of the members who are entitled to vote one-fourth (1/4) of all the votes of Class A membership.

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen (15) days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice

shall specify the place, day and hour of the meeting, and in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. Unless otherwise required in the Declaration, the Articles of Incorporation or by these ByLaws, the presence at the annual meeting of members or of proxies entitled to cast one-tenth (1/10th) of the Class A Single-Family or Class B vote shall constitute a quorum for any action. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirements set forth in Section 3 above, and the required quorum, at any such subsequent meeting, shall be one-half (½) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 5. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his lot.

ARTICLE VII

BOARD OF DIRECTORS

Section 1. Selection/Term of Office. The affairs of the Association shall be managed by a Board of seven (7) directors, who need not be members of the Association.

Section 2. Method of Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a chairman, who shall be a member of the Board of Directors, and two members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members and shall serve from the close of such annual meeting until the close of the next annual meeting. The appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among the members or non-members.

Section 3. Election. Election to the Board of Directors shall be for a three (3) year term and shall be by secret written ballot. At such election, the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

Section 4. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or

removal of a director, his successor shall be selected by the remaining members of the Board, and shall serve for the unexpired term of his predecessor.

Section 5. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties, as approved by the Board.

Section 6. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting, by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE VIII

MEETING OF THE BOARD OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held semi-annually, without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should such meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any two directors, after not less than twenty-four (24) hours notice to each director.

Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE IX

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have the power to:

- (a) Adopt and publish rules and regulations governing the use of the common area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof.
- (b) Suspend the voting rights and right to use of the recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after

notice and hearing, for a period not to exceed ninety (90) days for infraction of published rules and regulations as well as the Declarant and/or Board of Directors shall have the power to assess fines as defined in Article IV, Section 2.

- (c) Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration of Covenants, Conditions and Restrictions.
- (d) Declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from two (2) consecutive regular meetings of the Board of Directors.
- (e) Employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

Section 2. Duties.

It shall be the duty of the Board of Directors to:

- (a) Cause to be kept a complete record of all its acts and corporate affairs, and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Class A members who are entitled to vote.
- (b) Supervise all officers, agents and employees of the Association, and to see that their duties are properly performed.
- (c) As more fully provided in the Declaration, to (1) fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period; (2) send written notice of each assessment to every owner subject thereto at least thirty (30) days in advance of each annual assessment period; and (3) the right of the Association to file and/or foreclose the lien, if necessary, against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the owner personally obligated to pay the delinquent assessment, if necessary, at the discretion of the Board of Directors.
- (d) Issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment.
- (e) Procure and maintain adequate liability and hazard insurance on property owned by the Association.

- (f) Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate.
- (g) Cause the common area to be maintained.
- (h) Carry out such additional powers and duties as assigned to the Board pursuant to Article V of the Declaration of Covenants, Conditions and Restrictions, recorded as Document No. I1237288, subsections 1 thru 11.

ARTICLE X

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Officers. The officers of the Association shall be a president, a secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 3. Term. The officers of the Association shall be elected annually by the Board, and each shall hold office for one (1) year unless he shall sooner resign, be removed, or otherwise become disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may from time to time determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment of the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8.

Duties.

The duties of the officers are as follows:

- (a) President. The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments, and shall co-sign all checks and promissory notes.
- (b) Secretary. The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association, if any; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.
- (c) Treasurer. The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association, and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; shall keep proper books of account; shall cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members. If the president is not present at the annual membership meeting, regular meeting, special meeting or directors' meeting, the treasurer shall preside.

ARTICLE XI

COMMITTEES

The Association shall appoint an Architectural Control Committee, as provided in the Declaration, and a Nominating Committee, as provided in these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE XII

INDEMNIFICATION

Every officer, director and member of the Association shall be indemnified by the Association against all reasonable costs, expenses and liabilities (including counsel fees) actually and necessarily incurred or imposed upon him in connection with any claim, action, suit, proceeding, investigation or inquiry of whatever nature in which he may be involved, as a party or otherwise, by reason of having been an officer or member of the Association, whether or not he continues to be such an officer, director or member of the Association at the time of the incurrence or imposition of such costs, expenses or liabilities, except in relation to matters in which he shall finally be adjudged

in such action, suit, proceeding, investigation or inquiry to be liable for willful misconduct or negligence toward the Association in the performance of his duties, or in absence of adjudication, such liability by opinion of legal counsel selected by the Association. The foregoing right of indemnification shall be in addition to and not in limitation of all rights to which such persons may be entitled as a matter of law, and shall inure to the benefit of the legal representatives of each person.

ARTICLE XIII

BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation, and By-Laws of the Association shall be available for inspection by any member at the principal office of the Association.

ARTICLE XIV

ASSESSMENTS

By the Declaration, each member is deemed to covenant and agree to pay to the Association, annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall become delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of twelve percent (12%) per annum, and the Association may bring an action at law against the owner personally obligated to pay same, or foreclose the lien against the property, and interest, costs and reasonable 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.

ARTICLE XV

AMENDMENTS

These By-Laws may be amended (a) by a vote of two-thirds (2/3) of the directors at any meeting of the Board of Directors called for that purpose, providing notice of the meeting and the proposed amendments has been given to the members at least fifteen (15) days prior to the meeting, or (b) at an annual meeting of the members by a majority vote, with a quorum of members present in person or by proxy. In case of any conflict between the Articles of Incorporation and these By-Laws, the Articles of Incorporation shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

ARTICLE XVI

MISCELLANEOUS

The fiscal year of the Association shall begin on the 1st day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

IN WITNESS WHEREOF, we, being all of the directors of Summerfield of Blue Springs Homeowners Association, Inc., have hereunto set our hands and seals this 16th day of January, 2002

SUMMERFIELD OF BLUE SPRINGS
HOMEOWNERS ASSOCIATION, INC.

Tim Blosser

Bobbie Budgett

Kristine Comer

Brandy Gaylord

Ronald Johnson

Joe Salisbury

Jon Swindell

DECLARATION OF RESTRICTIONS

WHEREAS, a plat of land known as SUMMERFIELD OF BLUE SPRINGS, has been filed with Register of Deeds of Jackson County, Missouri, at page 21 of Plat Book 154; and

08-2700

WHEREAS, said plat creates said SUMMERFIELD OF BLUE SPRINGS, composed of all the lots and tracts described on Exhibit "A" attached hereto;

WHEREAS, said plat dedicates to the public all of the streets and roads shown on said plat for the use by the public; and

WHEREAS, SUMMERFIELD DEVELOPMENT ("Developer") is the owner of all of the lots so shown on the aforesaid plat and now desires to place certain restrictions on all of said lots, all of which restrictions shall be for the use and benefit of Developer and for its future grantees and assigns.

NOW, THEREFORE, in consideration of the premises, the Developer for itself and its successors and assigns, and for its future grantees, hereby agrees that all of the lots and tracts shown on the above described plat shall be and they are hereby restricted as to its use in the manner hereinafter set forth.

DEFINITION OF TERMS USED:

For the purpose of these restrictions, the word "Developer" shall mean SUMMERFIELD DEVELOPMENT.

The word "street" shall mean any street, road, drive, or terrace of whatever name, as shown on said plat of Summerfield of Blue Springs.

The word "outbuilding" shall mean an enclosed or unenclosed, covered structure, not directly attached to the residence to which it is appurtenant.

The word "lot" may mean either any numbered lot as platted, or any tract or tracts of land as conveyed, which may consist of one or more numbered lots, as platted, or

part or parts of one or more numbered lots, as platted, and upon which a residence may be erected in accordance with the restrictions hereinafter set forth, or as set forth in individual deeds. A "corner lot" shall be deemed to be any lot as platted, or any tract of land as conveyed, having more than one street contiguous to it.

The word "tract" shall mean any area identified by a letter of the English Alphabet or as otherwise identified and shown on said plat.

The term "disctict" as used in this agreement shall mean all of the lots shown on said plat of SUMMERFIELD OF BLUE SPRINGS. If or when other land shall, in the manner hereinafter provided for, be added to that described above, then the term "district" shall thereafter mean all land which shall from time to time be subjected to the terms of this agreement, including any further modifications thereof.

The term "improved property" as used herein, shall be deemed to mean a single tract under a single ownership and use, and on which tract a residence has been erected or is in the process of erection or on which any other building not in violation of the restrictions then of record thereof is erected or is in the process of erection. Any such tract may consist of one or more contiguous lots or part of parts thereof. Any other land covered by this agreement shall be deemed to be vacant and unimproved.

The term "public places" as used herein shall be deemed to mean all streets.

The term "owners" as herein used shall mean those persons or entities owning land from time to time within the District.

The term "dog run" as herein used shall mean a pen made of chain link fence walls, and a concrete slab floor, that is no more than 75 square feet in size.

PERSONS BOUND BY THESE RESTRICTIONS:

Those who execute this instrument and all persons, corporations, and all other entities who or which may own or

shall hereafter acquire any interest in the above described lots hereby restricted shall be taken to hold and agree and covenant with the owner of said lots, and with their successors and assigns, to conform to and onserve the following covenants, restrictions, and stipulations as to the use thereof and the construction of residences and improvements thereon for a period of time ending on December 31, 2013, provided, however that each of said restrictions shall be renewable in the manner hereinafter set forth.

These covenants are to run with the land and shall be binding on all owners within this subdivision and their heirs and assigns and all persons claiming under them until the December 31, 2013, and shall be automatically continued thereafter for successive periods of twenty (20) years each, unless the owners of the fee title to the majority of said lots shall by resolution at a special meeting called for that purpose upon mailed notices to all such owners, release, change or alter any of all of the said restrictions at the end of such twenty (20) year period at least two (2) years prior to said expiration. The following restrictions or protective covenants shall be kept by all persons and other entities owning, occupying or using said land and may be enforced by injunction, mandatory or otherwise.

If the party herewith, or any of its assigns, shall violate or attempmt to violate and covenants herein, it shall be lawful for any other person or persons owning any real estate in SUMMERFIELD OF BLUE SPRINGS to prosecute any proceedings of law or equity against the person or persons violating or attempting to violate any such covenants and either prevent him from so doing or to recover damages or other dues for such violation.

Invalidation of any one of these restrictions by judgement or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

1. No lot in SUMMERFIELD OF BLUE SPRINGS shall be used except for residential one-family residences. No building shall be erected, altered, placed, or permitted to remain on any lot, other than one detached single-family dwelling not to exceed two (2) stories in height and an attached private garage for not less than one car.

2. No lot shall be in any way subdivided. No building shall be erected, placed or altered on any lot until construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of the external design with existing structures and landscape, and as to location with respect to topography and finished grade elevation. No fences shall be erected, placed or altered without the prior approval of the Architectural Control Committee. Approval shall be as provided in paragraphs 2A and 2B herein.

A. The developer, and/or persons designated by the developer, will act as the Architectural Control Committee. In the event of the death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. All plans shall be approved by Developer prior to the start of construction.

B. It is expressly agreed that the Architectural Control Committee referred to in (A) above shall have control over completed homes in SUMMERFIELD OF BLUE SPRINGS at or after the recording of this Declaration of Restrictions; exclusive control of new homes to be constructed after the date of the filing of these Declarations shall be vested solely in Developer, until such time as the homes are sold and the owners thereof become subject to these Declarations of Restrictions.

C. No building shall be located nearer to the existing street lot line as shown in the recorded plat of SUMMERFIELD OF BLUE SPRINGS, than the minimum building setback lines shown on the recorded plat.

D. No building shall be located nearer to any interior lot line than the distance that is equal to Ten Percent (10%) of the width of the lot or not less than 8 ft.

E. For the purposes of this covenant, eaves, steps, and open porches shall not be considered a part of the building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

F. No fencing shall be permitted upon any of the lots unless such fencing shall be wooden and built with methods and materials which harmonize with the external design of buildings in SUMMERFIELD OF BLUE SPRINGS.

G. All constructed houses shall have external driveways consisting exclusively of properly constructed concrete surfaces; all lots, regardless of house location thereon, shall be fully sodded provided, however, no sodding shall be required where, in the opinion of the Architectural Control Committee soil, lighting or topographical conditions would make sodding impractical or unreasonably expensive, and provided further that no duty to clear any tract of trees, bushes, shrubs or natural growths which are kept reasonably attractive shall be implied.

H. All lots to be used for one family residence only. The above lots, may be improved, used or occupied for private residence, and no flat, duplex or apartment house though intended for residential purposes, may be erected thereon.

I. No signs of any kind shall be displayed to the public view on any lot except one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

J. No residence shall be more than two stories in height.

K. No trailer, basement, tent, shack, garage, barn or other outbuilding shall at any time be used as a residence, temporarily or permanently, nor shall any residence of temporary character be permitted.

L. No dwelling or residence shall be occupied fully completed, except for exterior painting and minor trim details, and such dwelling or residence must be fully completed within twelve (12) months after the first earth excavation is started. In the event of fire, windstorm or other damage, no building shall be permitted to remain in damaged condition longer than three (3) months.

M. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose, and further provided that not more than three (3) dogs or three (3) cats or three (3) other household pets shall be kept on any residence lot.

N. No school buses, auto, campers, camper-trailers, recreational vehicles, tractors or trucks shall be parked at the curb for more than twenty-four (24) hours at any one time. No major repair work shall be done on any car, truck, trailer or other vehicle while parked outside the garage or in the street. No cars, buses, boats, trucks, race cars, wrecked cars, modified stock cars, trailers, or vehicles that are not in operating condition or whose presence might make an unsightly appearance or create a nuisance or be a hazard to life or health shall be allowed to be parked or left on any lot or at the curb for more than twenty-four (24) hours. No trash, old appliances, junk or other refuse shall be allowed to accumulate on any lot in Summerfield of Blue Springs.

O. All doors on garages located on the lots hereby restricted shall be kept closed, except when opened for the purpose of parking or removal therefrom of motor vehicles.

P. No exterior clothesline or poles may be erected or maintained on any of the lots hereby restricted.

Q. No exterior Christmas lights and/or decorations may be erected or maintained on any of the lots hereby restricted, except during a sixty (60) day period beginning November 15th of each calendar year.

R. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. Outside trash burning shall be prohibited.

S. No radio or television aerial wire, antenna, or antenna tower shall be maintained outside of any structure. No satellite dishes shall be allowed, except when prior written approval has been received from the Architectural Control Committee.

T. No tanks for the storage of oil or other fluids may be maintained on any portion of the premises above or below the surface of the ground, except when deemed necessary by the owner, subject to the exclusive approval of the Architectural Control Committee which shall be a prerequisite to the permissible construction of said tanks.

U. No trash, ashes, or other refuse shall be thrown or dumped upon any undeveloped portion of said land.

V. Lawns shall be kept in good condition as soil, climate, and other natural conditions permit, and grass shall not be permitted to create an unsightly appearance.

W. Subject to the prior written approval of the Architectural Control Committee, and other restrictions herein set forth, all property owners may construct, for their personal use, one in-ground swimming pool; said owners of property subject hereto shall further be allowed to construct a properly designed tennis court, however, no lighting shall be permitted on said tennis court for evening use.

X. All portions of foundations exposed and protruding more than twelve (12) inches from the ground shall be painted the same color as the structure.

Y. A single storage building is allowed, provided that it is made of materials which harmonize with the main residence it is appurtenant to, and is painted with the same color(s) as the main residence. The aforesaid storage building shall have a maximum size of 200 square feet.

Z. A single "Dog Run" may be constructed, provided that it is either adjacent to the backside of the dwelling or adjacent to a properly constructed privacy fence located in the backyard of the residence.

3. A. Easements for installation and maintenance of utilities and drainage facilities are reserved on the front, side, or rear of each tract. Within these easements, no structure, fence, 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 water through drainage channels in the easements or which may construct 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 tract, except for those improvements for which a public authority or utility company is responsible.

B. Landscape Easements. Easements for the installation and maintenance of landscape plantings, visual screening, berms and the like are and will be dedicated, created, granted and reserved by Declarant as more particularly set forth on the recorded plat(s) of the Property (therein and herein referred to as "Landscape Easements" or "L.E."). In particular, Lots 1 through 5 inclusive have such a Landscape Easement dedicated across the rear portion of each such lot (abutting Duncan Road, Lots 1-5 and 41-44). No Owner shall, within these Landscape Easements, erect, install or maintain any structure, fence, or other improvement. Any landscape plantings whether now or hereafter installed within any such Landscape Easements shall be maintained, replaced and cared for as Common Area facilities. The lawn portion of such Landscape Easement area shall be maintained continuously by the Owner of any such lot across which a Landscape Easement is dedicated.

4. All single story residences shall have a total finished ground floor area of not less than 1100 square feet; all two story residences shall have a finished ground floor area of not less than 800 square feet and a total finished floor area of not less than 1300 square feet; all one and one-half story residences shall have a finished ground floor area of not less than 800 square feet and a total finished floor area of not less than 1,200 square feet; all such measurements shall exclude slab floors whether finished or not.

5. All residences shall have composition shingles colored "Weather Grey". No residence shall be painted, or allowed to be maintained, a color or colors, that does not harmonize with the

surrounding residences. It is agreed that if the owner of any residence fails or refuses to comply with this provision, then the Architectural Control committee shall have the authorization to have the residence painted in a harmonizing color or colors, and the cost thereof to be taxed as a lien against the property.

6. No structure shall be moved into said property and no outbuilding shall be erected without the prior approval of the Architectural Control Committee.

7. It is agreed that if the owner of any vacant lot fails or refuses to cut weeds or brush from the cleared portions of the property, then the Architectural Control Committee shall have the authorization to do so and the cost thereof to be taxed as a lien against the property.

8. Common area and detention basin (Tract A) will be maintained by the Homeowners Association.

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
SUMMERFIELD OF BLUE SPRINGS

THIS DECLARATION, made on the date hereinafter set forth by SUMMERFIELD DEVELOPMENT, a General Partnership, hereinafter referred to as "Developer". Developer and Associates are hereinafter collectively referred to as "Declarants."

WITNESSETH

WHEREAS, Declarants constitute all of the owners of certain property in the City of Blue Springs, County of Jackson, State of Missouri, which is more particularly described as:

SUMMERFIELD OF BLUE SPRINGS, 4th Plat, Lots 127-176, including "Tract C", A Subdivision in Blue Springs, Jackson County, Missouri, according to the recorded plat thereof.

AND WHEREAS, Declarants desire 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 Declarants, their grantees and assigns:

WHEREAS, Declarants desire 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 such other property as may be subsequently subjected hereto, and to this end desire 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, Declarants have deemed 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 assign the powers of owning, maintaining and administering the community properties and facilities (if any) and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created, and promoting the recreation, health, safety and welfare of the residents; and

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

NOW THEREFORE, Declarants hereby declare 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 1 DEFINITIONS

Section 1. "Association" shall mean and refer to the Summerfield of Blue Springs Homeowners Association, Inc., its successors and assigns.

Section 2. "Declarants" shall mean and refer collectively to Summerfield Development Corp..

Section 3. "Developer" shall mean and refer to Summerfield Development Corp., or its successors and assignee, to whom (whether a person or other entity) is conveyed all remaining Lots (if more than one) for the purpose of resale.

Section 4. "Lot" shall mean and refer to any separately numbered plot of land shown upon any recorded subdivision map of the property.

Section 5. "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, weed free environment for optimum plant growth.

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

Section 7. "Mortgage" shall mean a conventional mortgage or a deed of trust.

Section 8. "Mortgagee" shall mean a holder of a conventional mortgage or a beneficiary under or holder of a deed of trust.

Section 9. "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 10. "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 11. "Supplementary Declaration" shall mean and refer to any declaration of covenants, conditions or restrictions which may be recorded by the Declarants or Developer alone 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 Developer, alone or in conjunctions with other parties, should develop additional lands within the immediate vicinity of and contiguous to, or immediately adjacent to a public road or area which is contiguous to, the heretofore described land subject to this Declaration, or other 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 Developer.

Section 2. Following the period set forth in the preceding section, annexation of additional 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 than sixty (60) days in advance of the meeting set forth the purpose of the meeting. The presence of members or of proxies entitled to cast sixty percent (60%) of the votes of the aforesaid class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting will be called subject to the notice requirement 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 or 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 and Lot which is subject to covenants of 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 Declarants. 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.

Class B. Class B members shall be the Declarants. The Class B members shall be entitled to three (3) votes for each Lot in which they hold 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 the Developer, by delivery of a written notice to the President of the Association, or at such time as the total cotes 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 Declarants or either of them shall become the subject of Class A membership, on either of them shall become the subject of Class A membership, on January 1, 2001. Associates hereby irrevocably appoints Developer as its trustee and agent and gives to Developer its proxy for the purpose of casting any Class B membership votes to which it is entitled so long as Developer owns any Lots subject to this Declaration which entitle Developer to be a Class B member.

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 then 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 maintain, plant, care for, spray, trim, protect and replant trees, grass, shrubs and other landscaping on all streets in public places in or near the Property.
- (3) 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.
- (4) To provide uniform rules and regulations for the collection of garbage and rubbish and for the disposal of such garbage and rubbish as is collected and to provide a uniform method for the collection and disposal of garbage and rubbish from the residences of the members.
- (5) 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.
- (6) To obtain liability insurance insuring the Association.
- (7) To obtain worker's compensation insurance to the extent necessary to comply with applicable law, and any other insurance deemed necessary by the board of directors of the Association.
- (8) To obtain a standard fidelity bond covering all members of the board of directors of the Association and all other employees of the Association in an amount to be determined by the board of directors.
- (9) To 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.

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

(11) To enter into such agreements with other Homes Associations, 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 COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarants, for each Lot owned within the property, hereby covenant, and each Owner of any Lot by acceptance of the 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, following the date of commencement of Annual Assessments as provided in Section 6 of this Article VI: (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 a 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 of Owners of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to such owners' successors in title unless expressly assumed by them.

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

Section 3. Basis and Maximum of Annual Assessments. Until January 1 of the year immediately following the conveyance by Declarants or either

of them of the first Lot to an Owner, the maximum annual assessment shall be One Hundred and no/100 Dollars (\$100.00) per Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot by Declarants or either of them to an Owner, 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 of the year immediately following the conveyance of the first Lot by Declarants or either of them to an Owner, 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 bases 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.

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 Property, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-third (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 Section 3 and 4. Written notice of any meeting called for the purpose of taking any action requiring membership approval under Section 3 or 4 shall be sent to all members not less than 30 days

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 shall not relieve such property from liability for assessments or installments thereof thereafter becoming due nor from the lien of any such subsequent assessment or installments.