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ROBERT T. KELLY, DIRECTOR OF RECORDS



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

*STOWAN  
ABS 050020*

THIS DECLARATION, made on the date hereinafter set forth by SUMMINT CROSSINGS DEVELOPMENT CO., LLC, a Missouri limited liability company, located at 417 SW Ward Road, Lee's Summit, Missouri 64081, Grantor and hereinafter referred to as "Declarant". There is no Grantee.

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in Blue Springs, County of Jackson, State of Missouri, more particularly described as follows:

Lot 61 - 141 and Tract E - G, Summerfield East Second Plat, a subdivision in Blue Springs, Jackson County, Missouri, and

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*RECORDED  
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**NOW, THEREFORE,** Declarant hereby declares that all of the properties legally described above shall be held, sold and conveyed subject to the following restrictions, covenants and conditions, which are an extension of the prior document and which are for the purpose of protecting the value of and desirability of, and which shall run with, the real property described herein and shall be an extension of the subdivision known as Summerfield East of Blue Springs and which will be subject to the jurisdiction of the Association known as Summerfield East of Blue Springs Homeowners Association, Inc. and which shall be binding on all parties having any right, title or interest in the described properties 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. "Association" shall mean and refer to the SUMMERFIELD EAST OF BLUE SPRINGS HOMEOWNERS ASSOCIATION, INC., its successors and assigns.

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

Section 3. Common Area. "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 4. Declarant/Developer. "Declarant/Developer" shall mean Summit Crossings Development Co., LLC, and/or its successors or assigns to whom, whether a person or entity,

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developer or Declarant's rights hereunder are assigned by an instrument duly executed and acknowledged by Declarant/developer and filed of record.

Section 5. Lot. "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, developer owned acreage, and land devoted to use for public or easement uses.

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

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

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

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

Section 10. Supplementary Declaration. "Supplementary Declaration" shall mean any Declaration of Covenants, Conditions and Restrictions which may be recorded by the Declarant or developer which contains such complementary provisions in relation to a parcel as are authorized herein and required for the general welfare of owners or occupants of lots or units within the parcel.

Section 11. Living Unit. "Living Unit" shall mean a residential unit intended for occupancy by a single family located on a lot established by plat or Certificate of Survey and subject

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to this Declaration.

Section 12. Common Properties. "Common Properties" shall mean and refer to those areas of land designated as common areas, if any, on any recorded subdivision plat, survey or resurvey of the properties and intended to be devoted to the common enjoyment of the members of the Association, or subject to the control thereof, together with any and all improvements that are now or may hereafter be constructed thereon. In this Declaration common properties shall, without limitation, contain the following:

(a) All yards, trees, landscaping, parking areas, parking spaces and driveways, except as otherwise herein provided;

(b) All installments of central services for the benefit of more than one owner such as mailbox stand, pipes, wires, conduits, sewers, water lines and other public utility lines and facilities thereon; and

(c) All easements, rights and appurtenances belonging thereto necessary to the existence, maintenance and safety of the properties and improvements constructed thereon.

Section 13. Declaration. "Declaration" shall mean and refer to this Declaration of Covenants, Conditions and Restrictions applicable to the properties recorded in the Recorder of Deeds office for Jackson County, Missouri, by Declarant; and also shall mean and refer to any Supplementary Declaration of Covenants, Conditions and Restrictions which may be recorded by the Declarant and which may contain complimentary provisions in relation to the parcels as authorized herein and provided for the general welfare of the occupants of the lots within the parcel.

## ARTICLE II

### ANNEXATION OF ADDITIONAL PROPERTIES

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Section 1. Annexation by the Membership. Annexation of additional property to be made subject to these restrictions shall require the assent of two-thirds ( $\frac{2}{3}$ ) of Class A and Class B votes cast at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting, setting forth the purpose of the meeting. The presence of members or of proxies entitled to cast sixty (60%) percent of the votes of each aforesaid class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called subject to the notice requirement set forth above, and the required quorum at such subsequent meeting shall be one-half ( $\frac{1}{2}$ ) 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.

Section 2. Annexation by the Developer. The foregoing notwithstanding, if within ten (10) years of the date of recording of this Declaration, Declarant, or their assigns, shall have the right to add additional real estate to be subject to this Declaration and shall be made a part of the property without the assent of any member other than the developer or without any vote by the members.

### ARTICLE III

#### ASSOCIATION MEMBERSHIP

Section 1. Every person or entity that is a record owner of a fee or undivided fee interest in any lot of land, which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not meant to include persons or entities who hold an interest merely as security for the performance of an

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obligation. Ownership of a lot or Living Unit shall be the sole qualification for membership.

#### ARTICLE IV

#### VOTING RIGHTS

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

**Class A.** Class A members shall be all owners, with the exception of Declarant, and shall be entitled to one (1) vote for each lot or Living Unit in which they hold the interest required for membership by Article III. When more than one person holds such an interest in any lot or residential unit, the Class A membership with respect to such lot or residential unit shall be held jointly by all such persons and the vote for such lot or residential unit shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to such lot or residential unit and in no event shall any fractional votes be cast.

**Class B.** Class B members shall be the developer/Declarant. Class B members shall be entitled to cast in person or by proxy three (3) votes for each lot in which they hold the interest required for membership by Article III.

The Class B membership shall cease and be converted to Class A membership, as to any lots at the option of Declarant upon the earliest of either of the following events, whichever occurs earlier:

- (a) when the total votes of Class A membership equals the votes outstanding in the Class B membership, or
  - (b) at the option of Declarant by delivery of notice to the president of the Association,
- or
- (c) on December 31, 2013.

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## ARTICLE V

### PROPERTY RIGHTS

Section 1. Members' Easement of Enjoyment. Each member shall have a right and easement of enjoyment in and to the Common Area, and such easement shall be appurtenant to and shall pass with the title to every assessed lot or other tract of land, excepting unimproved acreage not owned by the developer, subject to the following provisions:

(a) The rights of the Association to limit the number of guests of members, other than the developer;

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

(c) The right of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Common Area and facilities and in aid thereof to mortgage said property, and the rights of such mortgagee in said properties shall be subordinate to the rights of the homeowners hereunder unless and until such time as any mortgage shall be foreclosed in accordance with the laws of the State of Missouri, in which case the relative interests of the parties shall be controlled by such laws;

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

(e) The right of the Association to dedicate or transfer all or any part of the Common

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Area to any public agency, authority, or utility for such purpose and subject to such conditions as may be agreed to by the members. No such dedication or transfer, other than the dedication of a utilities easement, shall be effective unless an instrument signed by members entitled to cast two-thirds (2/3) of all eligible votes in each class under the provisions of Article IV has been recorded, agreeing to such dedication or transfer, and unless written notice of the proposed action is sent to every member not less than thirty (30) days nor more than sixty (60) days in advance;

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

(g) The right of the developer by Supplementary Declaration to limit access to, or membership in, club houses and clubs by class of property ownership or lot. Such power to limit membership and access being, however, specifically limited to club houses and clubs;

(h) The rights of the mortgagee under any deed of trust of record at the time this instrument is filed to foreclose pursuant to Missouri law, free of the rights of members of the Association herein created.

Section 2. Delegation of Use. Any member may delegate, in accordance with the ByLaws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers.

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, subject to existing encumbrances and liens, upon demand by the Board of Directors of the Association, or at such time as the Declarant may wish to make, and the Board of Directors wishes

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to accept, such a conveyance.

## ARTICLE VI

### 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 the owner of any lot by acceptance of a deed therefor, whether or not it shall be expressed in such 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 established and collected from time to time as hereinafter provided, and (3) annual or special parcel assessments or charges which shall be established and collected as provided herein and in Supplementary Declarations recorded pursuant hereto. The annual, special and parcel assessments, together with interest, costs and reasonable attorneys fees, shall also be the personal obligation of the person who was the owner of such property at the time the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them. The annual and special assessments, together with interest thereon, costs of collection thereof and reasonable attorneys fees, as herein provided, shall be a charge on the land and shall be a continuing lien upon the property upon which each such assessment is made.

#### Section 2. Purpose of Assessments.

(a) Annual Assessments. The annual assessment levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents of the properties and, in particular, for the improvement and maintenance of the homes situated upon

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the properties, services and facilities devoted to this purpose and related to the use and enjoyment of the Common Area. Beginning January 1 following the year of the conveyance of the first lot to an owner, the annual assessment shall be Three Hundred Seventy Five and no/100 Dollars (\$375.00) per residential lot. However, the assessments for all lots owned by the Declarant under Article IV shall be assessed separately and shall be exempt from annual assessment unless first conveyed to a subsequent owner without regard to assessments imposed against other lots, residential units or land.

(b) Special Maintenance Assessments. Special assessments may be imposed by the Board of Directors upon any Single-Family Residential lot or other lot for the purpose of maintaining the exterior appearance thereof if the owner shall have failed or refused to do so, including but not limited to mowing and cleaning of unsightly brush and debris, painting, repairing, replacing and caring for roofs, gutters, downspouts, and exterior building surfaces, trees, shrubs, grass, walks and other exterior improvements necessary to keep the owner's property from deteriorating or becoming unsightly. For the purpose solely of performing the exterior maintenance authorized by this paragraph, representatives of the Association and its duly authorized agents or employees shall have the right, after reasonable notice to the owner, to enter upon any lot, unit or other property at reasonable hours on any day except Sunday.

(c) Special Assessments for Capital Improvements. In addition to the foregoing, the Association may levy in any assessment year uniform special assessment against lots, units and acreage, by category, applicable to that year and not more than the next two succeeding years, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal

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property related thereto, providing that any such assessment shall have the assent of the Class B member and be approved by two-thirds (2/3) vote of Class A and Class B members present and voting in person or by proxy at a regular or special membership meeting.

Section 3. Maximum Increase of Assessment.

(a) From and after January 1, 2003, the annual assessment may be increased each year by not more than ten (10%) percent of the maximum annual assessment for the previous year without a vote of the membership in conformance with the rise, of 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 Declarant to an owner, the annual assessment may be increased above that established by the Consumer Price Index by a vote of members provided that any such change shall have the assent of two-thirds (2/3) of the votes of each class of members voting in person or by proxy at a meeting duly called for this purpose, written notice shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting. The limitations hereof shall not apply to any change in the maximum basis of assessments undertaken as 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. Uniform Rate of Assessment. The amount and time of payment of the regular assessment shall be determined by the Board of the Association pursuant to the Articles of

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Incorporation and ByLaws of the Association after giving due consideration to the current maintenance costs and needs of the Association. Written notice of the amount of an assessment, regular or special, shall be sent to every owner at least thirty (30) days in advance of the due date and the due date for payment of any assessment shall be set forth in said notice, and may be collected on a monthly basis.

Section 5. Quorum for any Action Authorized Under Sections 2, 3 and 4. At the first meeting called, as provided in Sections 2, 3 and 4 hereof, the presence at the meeting of members or of proxies entitled to cast sixty (60) percent of all votes of Class A and B membership shall constitute a quorum. Written notice of any meeting called for the purpose of taking any action authorized under Sections 2, 3 and 4 shall be sent to all members no less than fifteen (15) days or more than sixty (60) days in advance of said meeting. Said notice shall be given to the members by mailing a copy of such notice, postage prepaid, to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association or supplied by such member to the Association for purpose of such notice. Such notice shall specify the place, date and hour of the meeting, and in the case of a special meeting, the purpose of the meeting. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth above, and the required quorum, at any such subsequent meeting, shall be one-half (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 6. Certificate of Payment. The Association shall, upon demand, furnish to any owners liable for said assessment a certificate in writing signed by an officer of the Association setting forth whether the regular and special assessments on a specified parcel or Living Unit have

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been paid and the amount of the delinquency, if any. A reasonable charge may be made by the Board of the Association for the issuance of these certificates. Such certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 7. Effect of Non-Payment of Assessments: Remedies of the Association. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of ten (10%) percent per annum, and the Association may bring an action at law against the owner personally obligated to pay same, or foreclose the lien against the property, and interest, costs and reasonable attorneys fees of any such action shall be added to the amount of such assessment. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the common area or abandonment of his parcel or Living Unit or other property.

Section 8. Subordination of Lien to Mortgage. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages. Sale or transfer of any lot or Living Unit or land shall not affect the assessment lien. However, the sale or transfer of any lot or Living Unit which is subject to any mortgage, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to payments therefor which became due prior to such sale or transfer. No sale or transfer shall relieve such lot or Living Unit from liability for any assessments thereafter becoming due or from the lien thereof.

Section 9. Exempt Property. The following property subject to this Declaration shall be exempt from the assessments created herein:

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- (a) all properties dedicated to and accepted by a local public authority;
- (b) the common area; and
- (c) all lots or Living Units owned by Declarant.

However, no land, lot, Living Unit shall be exempt from said assessments once conveyed from Declarant to a subsequent owner.

## ARTICLE VII

### ARCHITECTURAL CONTROL

Section 1. The Architectural Review Board. An Architectural Review Board consisting of three (3) or more persons shall be appointed by the Class B members. At such time as the Class B membership shall cease to exist, the Board shall be appointed by the Board of Directors of the Summerfield East of Blue Springs Homeowners Association, Inc.

Section 2. Purpose. The Architectural Review Board shall regulate the external design, appearance, use, location and maintenance of the properties and of the Single-Family residences and improvements constructed thereon in such a manner so as to preserve and enhance values and to maintain a harmonious relationship among structures and the natural vegetation and topography.

Section 3. 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 developer to an owner shall be made or done without the prior approval of the Architectural Review Board, 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 approval of the Architectural Review

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Board.

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

- (a) insufficient information to adequately evaluate the design, intent, or extent of the subject of such plans and specifications; or
- (b) poor overall design quality; or
- (c) incompatible design elements; or

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- (d) inappropriate design concept or design treatment; or
- (e) a design or concept that violates any provision of this Declaration or that otherwise

has an adverse effect on the property or any owners.

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

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

Section 5. Notice of Violation. In the event of non-compliance with the provisions of this Article, the Architectural Review Board may cause to be placed of record against the property in non-compliance, a notice of violation. A minimum fee of \$75.00 shall be levied by the Association against the property if such notice is filed. Such fee, together with attorneys fees, legal and other costs, reasonably expended by the Association to bring the property into compliance, shall be added to and shall become part of the property assessment and may be enforced as a lien against the property.

Section 6. Rules and Regulations. The Architectural Review Board may from time to time adopt and promulgate such rules and regulations regarding the form and content of the plans and specifications to be submitted for approval, and may publish or record such statements of policy, standards, guidelines, or establish such criteria relative to architectural styles or details, colors, setbacks, materials or other matters relative to the architectural control and protection of the environment, as it may consider necessary or appropriate. No such rules, regulations, criteria or the like shall be construed as a waiver of the provisions of this Article or any other provision or requirement of law or of this Declaration. The decisions of the Architectural Review Board shall

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be final, except that any member who is aggrieved by any action or forbearance from action by the Board may appeal the decision of the Architectural Review Board to the Board of Directors and, upon the request of such member, shall be entitled to a hearing before the Board, which, upon two-thirds (2/3) vote, may reverse or modify the Board's action.

## ARTICLE VIII

### USE RESTRICTIONS

Section 1. Use of Land. No lot or parcel may be improved, used, or occupied other than as a Single-Family residential unit in accordance with the SF-7, Single Family and PRO Planned Residential Overlay District and the preliminary and final site approved for the property by the City of Blue Springs. Lease or rental of a parcel or any building thereon for residential purposes shall not itself constitute a violation of any provision of this Declaration. No structure of a temporary character, trailer, tent, mobile home, prefabricated home, modular home, detached garage, shack, barn, storage shed, or other outbuilding shall be erected or maintained on any parcel. No basement or garage shall be used at any time in and of itself as a residence, either temporarily or permanently. No parcel may be improved, used, or occupied for purposes other than as provided by applicable zoning laws and restrictions filed of record in relation thereof. Notwithstanding any other provisions of this Article, it shall be expressly permissible for developer and its contractors and subcontractors to maintain, during the period of construction of any improvements upon any parcel or otherwise within the property, such equipment and facilities as in the sole of opinion of developer may be reasonably required, convenient, or incidental to the construction of such improvements.

Section 2. Commercial Activity Limited. No commercial or business activity of any kind shall be conducted on any parcel or any other part of the property, but nothing herein shall prohibit

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or interfere with the carrying on of promotional activities by the developer for the sale of lots, parcels and residential units or the resale or lease of lots, parcels and residential units by developer or other owners thereof, nor shall anything herein be deemed to prohibit or interfere with the construction and maintenance of the infrastructure on the property or the buildings on lots by developer or other builders, and developer hereby reserves an easement over the property for that purpose. An exception to this policy to permit businesses allowed under the Home Occupation Ordinance of the City of Blue Springs may be approved upon written request and approval by the Declarant or the Homes Association after it is created.

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

Section 4. Easements.

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

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installation and maintenance of utilities, or which may change the direction or flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each parcel and all improvements in it shall be maintained continuously by the Association except for those improvements for which a public authority or utility company is responsible. Water, gas, electricity, telephone and other utilities shall be located underground on each residential lot and other tracts of land, except perimeter lots and tracts.

(b) Landscape Easements and Entry Monumentation. Easements for the installation and maintenance of landscape plantings, entry monumentation, visual screening, berms, and the like are and will be dedicated, created, granted, and reserved by developer as more particularly set forth on the recorded plat(s) of the property (therein and herein referred to as "Landscape Easements"). Developer may also grant such landscape easements over, across and under common areas by document separate from the recorded plat for the property at any time. Such landscape easements shall include the right of ingress and egress for construction and maintenance purposes. No owner shall, within these landscape easements, erect, install, or maintain any structure, fence, or other improvement. The area within any such landscape easements, including entrance areas and entrance monumentation shall be maintained, replaced, and cared for by the Association.

(c) Landscape Improvements. The Declarant hereby reserves the right to require certain plantings and landscaping to comply with any applicable City of Blue Springs ordinances or codes for residential structure to include plantings of trees and/or bushes as required by City ordinance or guidelines propounded by the Declarant with the Board of Directors.

Section 5. Motorcycles. No motorcycles, motorbikes, motor scooters or other similar

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vehicles shall be operated in or on the property except for the sole purpose of transportation directly from a residential unit in the property to a point outside the property or directly from a point outside the property to a residential unit in the property.

Section 6. Nuisances. No noxious or offensive activity shall be carried on upon any portion of the property, nor shall anything be done thereon that may be or become a nuisance or annoyance to the neighborhood nor shall any parcel or Living Unit be used in any way for any purpose that might endanger the health or safety of any owner or resident of a building.

Section 7. Utilities. Water, gas, lights, telephone and other utilities shall be located underground on each parcel.

Section 8. New Construction. All buildings permitted on parcels shall be initially new construction. No building or structure shall be moved onto any parcel.

Section 9. Animals Prohibited. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any parcels, except that dogs, cats or other common household pets not to exceed two (2) in number may be kept inside the building on each parcel (not outside of the building) provided they are not kept, bred, or maintained for any commercial purpose. In no event shall such animals be kept on any parcel if they unreasonably disturb the owner or residents of any other parcel. All animals will be confined inside the building on the owner's parcel, except when on a leash or when in direct and constant control of the owner thereof or a member of his family. The construction, placement, or erection on any parcel of any structure, enclosure, cage, dog pen, dog run, or other device used to confine or house dogs, cats or other animals is prohibited.

Section 10. Signs. No advertising signs (except one of not more than five (5) square feet "For Sale" or "For Lease" sign per parcel), billboards, unsightly objects, or nuisances may be

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erected, placed, or permitted to remain on any parcel, provided however, that the foregoing covenants shall not apply to signs and billboards of the developer during the construction and sale period.

Section 11. Yards. No permanent or temporary structures, out buildings, apparatus, trash cans or storage piles shall be kept in the yard of any residence. No clothes lines or outbuildings shall be permitted and no trash burning shall be permitted on any lot.

Section 12. Lawns and Landscaping. Lawn areas of parcels and lots shall be fully sodded to all outside front and side boundary lines and to within 25 feet of the building on all rear yards and to the curb of all streets adjacent to the front, rear, or sides of the parcel, and otherwise landscaped in accordance with the landscape plan for the property approved by the City.

Section 13. Antennas Prohibited. No exterior television or radio antennas of any sort shall be placed, allowed, or maintained on any portion of any building or parcel. However, applications for satellite dishes measuring less than one meter (39.6 inches) in diameter shall be considered for approval on all parcels where the property is within the exclusive ownership and control of the antenna user. The application shall specify the specific location and specific size of the unit. Masts for use as antennas with respect to installation of dishes over 12 feet in height are prohibited. Dishes are suggested to be black or gray in color. In the event the resident or installation company demonstrates these guidelines restrict reception, the Architectural Review Board will promptly work with the applicant to arrive at a workable solution for the location of antenna or dish.

Section 14. Storage Tanks. No tank for the storage of fuel may be maintained on any parcel above or below the surface of the ground except one five (5) gallon propane tank per each residential unit in a building for the sole purpose of operating a barbecue grill.

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Section 15. Automotive Repair Prohibited. No automotive repair or rebuilding or any other form of automotive manufacture, whether for hire or otherwise, shall occur on any parcel nor in common areas or public streets.

Section 16. Garages. Each Single Family residential lot shall have an attached or basement garage for not less than two (2) nor more than three (3) cars. The driveway on each Single Family residential lot shall contain sufficient paved area for the off-street parking of at least two (2) cars. All garages must be equipped with doors which shall be kept closed as much as possible to preserve the appearance of the elevation of the building fronting the street.

Section 17. Parking and Storage of Vehicles Prohibited. There shall be no parking of motor vehicles or any other things on the public streets of the property and the only place where parking will be allowed is within the garage and on the driveways. No school or other buses, tractors, trucks over 1-ton, recreational vehicles, motor homes, boats, unmounted campers, trailers, unlicensed, inoperable or partially disassembled automobiles, motor vehicles or trailers, shall be parked on any lot unless within an enclosed garage.

Section 18. Trash. No trash, refuse, grass clippings, or ashes shall be thrown, dumped, or placed upon any undeveloped portions of the property or in common areas. All trash and garbage collected in the Single Family residences shall be kept in sanitary containers and shall be removed from the property once each week on the same day of the week by the same trash company for each residential unit per contract entered into by the Association and the service for which shall be subject to the assessments outlined in Article VI, Section 2(a).

Section 20. Common Areas.

(a) To the extent and solely for the purposes that any common areas are established upon

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the property, every owner shall have a right and easement of enjoyment to such common areas, which right and easement shall be appurtenant to the title of each parcel and be subject to any recorded restrictions, reservations, encumbrances, utility and drainage easements over said common areas. The developer (and not the Architectural Review Board) shall have authority to establish reasonable rules and regulations governing the use of the common areas, which rules and regulations shall be a restriction upon every owner's right and easement of enjoyment to such common areas. No common areas shall be mortgaged or conveyed without the written consent of the developer. In the event that any ingress or egress to or from any parcel within the property is through any such common areas, any conveyance or encumbrance of such common areas shall be subject to an easement for ingress or egress appurtenant to such parcel. After construction of the last building in the property, developer shall transfer ownership by Quit Claim Deed to the Association of all common areas designated on the plat of the property.

(b) Any owner may delegate his right of enjoyment to the common areas and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

Section 20. Fencing. On Single Family residential lots only fences four (4) foot in height constructed of cedar wood in open, dog-eared style as shown in guidelines created by Declarant shall be permitted and fences of greater height shall be permitted around private pools up to the height required by City Code. No chain link or other type of fencing shall be permitted.

Section 21. Masonry and Stucco Finish. Declarant hereby declares that each of the aforesaid residences shall at least the sum of One Hundred (100) square feet of masonry, stucco or other materials acceptable to Declarant and the City of Blue Springs acceptable to the Declarant and City of Blue Springs, on the front elevation of the residence.

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Section 22. Landscape Restrictions and Tree Replacement Regulations. No tree or shrubbery shall be maintained in such a manner as to obstruct the view of vehicular traffic. In addition, no tree having a diameter of four (4) inches or more above ground shall be removed from any lot without the express written authorization of Declarant or the Architectural Review Committee. The Declarant may adopt and promulgate rules and regulations regarding the requirement of planting of trees, preservation of trees and other natural resources or wildlife to protect and encourage the preservation of the balance of the property and comply with applicable Blue Springs ordinances. The Declarant may mark certain trees regardless of size as non-removable without written authorization. Notwithstanding the foregoing, a lot owner may seek written permission from Declarant for removal of trees or grass seeding a lot in lieu of sodding, if unique conditions exist. The grass seed and removal of trees shall be approved by the Declarant in writing prior to the commencement of any seeding or removal of any tree over two (2) inches in diameter. Declarant has at the time of these Declarations submitted a tree preservation/replacement plan identifying the size and type of trees Developer believes are preservable. Declarant agrees on behalf of himself and his assigns, that in the event of the removal of any tree of one inch (1") or more in caliper, it shall be replaced with a tree of one inch (1") in diameter.

Section 23. Decks and Patios. All decks or patios shall be located to the rear building line of the home and shall not be located nearer than five (5) feet from a property line and shall be in compliance with any applicable provision of the Blue Springs City Code.

Section 24. Entrance Monumentation. The entry monumentation shall be in masonry and shall be placed in islands dedicated to the Homeowners Association who shall be responsible for their use and maintenance under the easement rights outlined in Article VII, Section 4(b).

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## ARTICLE IX

### ADDITIONAL USE RESTRICTIONS APPLICABLE TO RESIDENTIAL LOTS

Section 1. Land Use. None of said lots may be improved, used or occupied for other than private residence purposes (except for model homes used by the developer or commercial builders) and no flat or apartment house, although intended for residential purposes, may be erected thereon. Any residence erected or maintained on any of said lots shall be designed and used for occupancy by a single family.

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 the Architectural Review Board.

Section 3. Size Requirements. Any Single-Family residence consisting of a single level above ground level shall contain a minimum of 1,400 square feet of enclosed floor area. 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 or attics. A residence containing less than the minimum enclosed floor area provided herein may be erected on any of said lots with the written consent of the Architectural Review Board, it being intended that the foregoing shall serve as a guide for the Board's consideration.

Section 4. Building Lines. No part of any residence shall be located on any lot nearer to the front street or the side street than is the front building line or the side building line shown on the recorded plat. However, a residence or part of any residence may be located on any lot nearer than

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the said building line shown upon said plat with the written consent of the Architectural Review Board.

Section 5. Exterior Maintenance. Each owner shall be responsible for the exterior maintenance, including paint, of his residence and of plantings and the like belonging to him and not part of the Common Properties. In the event that a need for necessary and obvious maintenance, mowing, watering or the like is caused by or through the willful or negligent act of an owner, his family, guests or invitees, and the owner fails and refuses to correct such need after fifteen (15) days written notice, the cost of such additional maintenance, utilities or materials paid by Declarant or the Association shall become an assessment within thirty (30) days after written demand from the developer or the Association, and shall be enforceable and secured by a lien on the property. In the event the Association or Declarant seeks to enforce such a lien in court, the Declarant or Association shall be entitled to recover the amount of money owed, reasonable attorney's fees and court costs, together with interest.

Section 6. Driveways and Sodding. 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, unless in the opinion of Declarant or the Association, 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.

Section 7. Exterior Lighting and Decorations. No exterior Christmas lights or decorations may be erected or maintained on any of the lots hereby restricted, except during a ninety (90) day period beginning November 1<sup>st</sup> of each calendar year.

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Section 8. Foundations. All portions of foundations exposed and protruding more than twelve (12) inches from the ground shall be painted the same color as the principal structure.

Section 9. Dog Run and Dog Houses. Dog runs and dog houses are specifically prohibited.

Section 10. Roof Materials and Paint Colors. All residences shall have laminated shingles colored "weather gray" or equivalent, twenty (20) year warranty roofing, being woodlike in appearance. Tile or concrete roofs may be approved with prior written approval of the Declarant or the Architectural Review Board. Windows shall be wood colored metal or vinyl. Further, Declarant agrees that all homes shall contain a "dual fuel" HVAC system for purposes of economical heating and cooling of the aforesaid units and to comply with certain guidelines created by the utility companies. No residence shall be painted, or allowed to be painted, a color or colors that do not harmonize with the surrounding residences in Summerfield East of Blue Springs. Earth tones shall be encouraged. Said color shall be approved pursuant to guidelines to be developed by Declarant and/or Architectural Review Board. It is agreed that if the owner of any residence fails or refuses to comply with this provision, the Declarant or Association shall have the right to have the residence painted in a harmonizing color or colors, and the cost thereof to be taxed as a lien against the lot, in the event the owner fails to repaint same upon demand by the Association or Declarant. In the event the Declarant or Association seeks to enforce said lien on the lot in Court, the Declarant or Homes Association, or their assigns, shall be entitled to recover the cost of such lien, plus reasonable attorney's fees and court costs together with interest.

Section 11. Care of Vacant Lots. 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 and the height of same exceeds six (6) inches, then the developer or Homes Association is authorized to enter said lot and

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cut said weeds or brush to comply with this covenant or applicable ordinances and the cost thereof shall be a lien against said lot. The owner shall be responsible for the cost of enforcement of said lien and attorney's fees, if necessary, to collect same.

Section 12. Construction Standards. In connection with the construction of a residence within the district, it is agreed as follows:

(a) Construction shall be commenced not later than sixty (60) days after the date of the deed from the developer to the new owner and shall be completed no more than two hundred forty (240) days from the date of such deed.

(b) No construction shall be commenced without the express written approval of the Declarant.

(c) No dumping onto adjoining lots or open burning of construction debris or trash will be permitted within the district.

(d) Adequate erosion control on all lots as is consistent with appropriate state or local law, statute or ordinance is required.

(e) Contractors will assume complete responsibility not only for their own acts and the acts of their employees, agents, designees and invitees, but also for the actions of their subcontractors and supplies while performing duties in Summerfield East Subdivision.

(f) All construction sites shall be clean and well maintained. No blowing of construction debris off site will be allowed.

(g) Construction equipment may not be stored within the district unless it is in use.

(h) It is encouraged that all construction activity occur between 7:00 a.m. and 7:00 p.m., Monday thru Saturday.

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## ARTICLE X

### POWERS AND DUTIES OF THE ASSOCIATION

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:

(a) 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.

(b) 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.

(c) 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.

(d) 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, on the same day of the week for the entire subdivision.

(e) 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.

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(f) To obtain liability insurance insuring the Association.

(g) To obtain workers' 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.

(h) 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 the amount to be determined by the Board of Directors.

(i) 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 land and unimproved property neat in appearance and in good order.

(j) 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.

(k) To enter into such agreements with other Homeowners 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 XI

### GENERAL PROVISIONS

Section 1. Enforcement. Enforcement of the covenants, conditions, restrictions,



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

Section 2. Term and Amendment. The provisions of this Declaration shall run with and bind the property for a term of twenty (20) years, commencing on the date hereof, after which period the provisions of this Declaration shall be automatically extended for successive terms of ten (10) years. The provisions of this Declaration may be amended during the initial twenty (20) year period by an instrument signed by owners of not less than sixty (60%) percent of all votes which may be cast by members, and following such initial twenty (20) year period, by an instrument signed by owners of not less than two-thirds (2/3) of all lots. Any such amendment shall be effective upon the date that such instrument shall be properly executed, acknowledged, and filed of record in the office of the Recorder of Deeds for Jackson County, Missouri.

Section 3. Mortgaging or Conveyance of the Common Area. The common area cannot be mortgaged or conveyed without consent of at least two-thirds (2/3) of the lot owners. Provisions

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of this Section shall not be applicable to the Declarant.

Section 4. Rights of Ingress and Egress. If ingress and egress to any lot of Living Unit subject to these restrictions is through any common area, then any conveyance or encumbrance referred to in Section 3 above shall be subject to Living Units' easement of ingress and egress.

Section 5. Special Amendments. Notwithstanding any other provision hereof, Declarant reserves the right and power, if necessary, to record a special amendment ("Special Amendment") to this Declaration at any time and from time to time (a) to comply with the requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Federal Housing Administration, the Veterans Administration, or any other governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities and/or (b) to induce any of such agencies or entities to make, purchase, sell, insure or guarantee first mortgages covering lots. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to Declarant to make or consent to a Special Amendment on behalf of each owner. Each deed, mortgage or deed of trust, other evidence of obligation, or other instrument affecting a lot and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of, the owner or Declarant to make, execute and record Special Amendments. No Special Amendment made by Declarant shall affect or impair the lien of any first mortgage upon a lot or any warranties made by any owner in order to induce any of the above agencies or entities to make, purchase, insure or guarantee the first mortgage on such owner's lot.

Section 6. Severability. Invalidation of any one of these covenants or restrictions by

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judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

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IN WITNESS WHEREOF, the undersigned, being the Declarant herein, have hereunto set their hands and seal this 14<sup>th</sup> day of July, 2005.

**SUMMIT CROSSINGS DEVELOPMENT CO., LLC**

By: Dennis R. George  
Dennis R. George, Member  
By: Leland E. Tittle  
Leland E. Tittle, Member

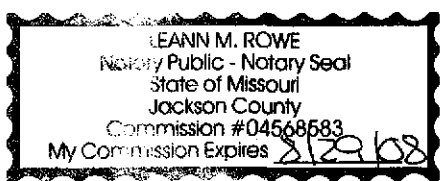
STATE OF MISSOURI     )  
                                  )ss:  
COUNTY OF JACKSON    )

On this 14<sup>th</sup> day of July, 2005, before me, a notary public within and for said county and state, appeared **Dennis R. George and Leland E. Tittle**, to me personally know, who being by me duly sworn, did say that they are members in the limited liability company known as **SUMMIT CROSSINGS DEVELOPMENT CO., LLC**. And that said instrument was signed and sealed on behalf of said limited liability company, and said **Dennis R. George and Leland E. Tittle** acknowledge said instrument to be the free act and deed of said limited liability company.

IN WITNESS OF WHEREOF, I have hereunto set my hand and affixed my notarial seal at my office in Geos Summit, Missouri, the day and year last above written.

Leann M. Rowe  
Notary Public

My Commission Expires:  
8/29/08



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