

ORCHARD WOODS FINAL PLAT
DECLARATION OF RESTRICTIONS
LOTS 1 to 34, AND TRACT A, ORCHARD WOODS FINAL PLAT

RECITALS

THIS DECLARATION OF RESTRICTIONS is made and entered into this ____day of_____, 2023 by the Orchard Woods Owners Association, (hereinafter “Association”) a Missouri non-profit corporation, which holds the Declarant Rights for Lots 1-34 and Tract A,

Orchard Woods Final Plat, a subdivision of land in the City of Lee’s Summit, Jackson County Missouri, which was formally platted on the _____ day of _____ 2023, recorded _____, 2023, instrument number _____, plat book ____ page _____.

NOW THEREFORE, in consideration of the premises, the Association herein does by these presents subject all of Lots 1 through 34 , inclusive, and Tract A, Orchard Woods, a subdivision of land in the City of Lee’s Summit, Jackson County, Missouri, which were formally platted on the _____ day of _____ 2023, recorded _____, 2023, instrument number _____, plat book ____ page _____ as to the following restrictions as to their maintenance and use; to-wit:

STATUTORY RECITALS PURSUANT TO LEE’S SUMMIT MISSOURI UNIFIED

DEVELOPMENT ORDINANCE SECTIONS 4.270 ET SEQ

- A. The common property described herein is legally described as follows: Orchard Woods Tract “A” (“Common Property”).
- B. A condominium or property owners’ association known as Orchard Woods Owners Association Inc. (“Association”) shall be established prior to the recording of the final plat or sale of any part of the property in Orchard Woods (“Development”).
- C. The Common Property shall be owned by the Association.
- D. Ownership of any lot in the Development shall not occur until the Association is formed and ownership of all of the Common Property has been transferred to the Association.
- E. The Association shall own, manage, repair, maintain, replace, improve, and operate the Common Property and keep it, and all improvements thereon, in good condition.
- F. This declaration of covenants and restrictions pertaining to the Common Property shall be permanent.
- G. All Owners (“Lot Owners”) within the Development are liable for the costs of maintenance of the Common Property and the costs of such maintenance shall be assessed proportionally against the Lot Owners in accordance with the rules of the Association.

- H. The Association shall provide liability insurance for the Common Property and shall pay all taxes for the Common Property.
- I. Membership in the Association shall be mandatory for each Lot Owner in the Development and any successive buyer.
- J. Each Lot Owner, at the time of purchase, shall be furnished with a copy of this declaration of covenants and restrictions.
- K. The Association shall not be dissolved without the consent of the City, unless the maintenance responsibilities set forth herein are assigned, with the consent of the City, to a person or entity with the financial, legal, and administrative ability to perform such obligations.
- L. In the event that any condition of the Common Property is determined to be a nuisance or in disrepair in violation of any provision of the Lee's Summit Property Maintenance Code, and such disrepair or nuisance is abated pursuant to procedures otherwise provided in the Property Maintenance Code, the costs to abate the nuisance created by the failure to maintain the Common Property shall be assessed proportionally against the individual lots within the Development, in an equal amount per individual lot, pursuant to the tax bill provisions of the Property Maintenance Code, and the amount caused by the Finance Director to be assessed annually by tax bill shall not exceed five percent (5%) of assessed valuation per individual lot.
- M. In the event it is determined that the maintenance of any storm water conveyance, retention or detention facility located on the Common Property fails to meet any standard set forth in the final development plan, or final plat if no final development plan is required, and such failure is abated by the City pursuant to the procedures of this Division, upon completion of the work and certification by the Director of Public Works that the deficiency has been abated, the Director of Public Works shall certify all costs of such abatement, including enforcement costs and expenses of staff time incurred in the remediation of the deficiency, to the City's Director of Finance who shall cause a special tax bill therefore, or add the costs thereof to the annual real estate tax bill, at the Finance Director's option, proportionally against the individual lots within the development, in an equal amount per individual lot, the amount caused by the Finance Director to be assessed annually by tax bill shall not exceed five percent (5%) of assessed valuation per individual lot, the tax bill from the date of its issuance shall be a first lien on the property until paid and shall be prima facie evidence of the recitals therein and of its validity and no mere clerical error or informality in the same, or in the proceedings leading up to the issuance shall be a defense thereto, each special tax bill shall be issued by the City Clerk and delivered to the City Finance Director on or before the first day of June of each year, and such tax bill, if not paid when due, shall bear interest at the rate of eight (8) percent.
- N. The City shall be a third party beneficiary of all provisions herein pertaining to the assessment of costs for maintenance of storm water conveyance, retention, or detention facilities on the Common Property, and such provisions shall not be modified or amended without the written consent of the City.

ARTICLE I

PROPERTY SUBJECT TO THIS DECLARATION: ADDITIONS THERETO

1.01 Existing Property. The existing property ("Existing Property") is located in Lee's Summit, Jackson County, State of Missouri, and is more particularly described in Exhibit "A", attached hereto and incorporated herein for all purposes. The Existing Property plus all land added thereto less all land released therefrom shall hereafter sometimes be referred to as the "Property". Common properties ("Common Properties") shall mean and refer to any and all areas of land within the Property which are described herein or designated as common areas on any recorded subdivision plat of the Property together with any and all improvements installed thereon, including, amenities such as open spaces and entry tracts and entry treatments and monuments. The Common Properties are more particularly described on Exhibit "A".

1.02 Additions to Existing Property. Additional land(s) may become subject to this Declaration in any of the following manners:

(a) In the event any person or entity other than Declarant (or its assignees) desires to add or annex additional residential and/or common areas to the scheme of this Declaration, such proposed annexation must have the prior written consent and approval of the majority of the outstanding votes within each voting class of the Association, hereafter referenced.

(b) Declarant shall have the right and option to cause Orchard Woods Owners Association Inc.. (the "Association") to merge or consolidate with any similar association then having jurisdiction over real property located (in whole or in part) within 500 feet of any real property then subject to the jurisdiction of the Association. Upon a merger or consolidation of the Association with another association, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established by this Declaration within the Existing Property together with the covenants and restrictions established upon any other properties as one scheme.

1.03 Removal of Property. At any time prior to January 1, 2037, Declarant may remove portions of the Existing Property from the scheme of this Declaration by filing a Release of Restrictions describing the portion of the Existing Property which has been released.

ARTICLE II MEMBERSHIP AND VOTING

2.01 Membership. Every Owner of fee simple title to a lot ("Lot") which is subject to the covenants and restrictions of this Declaration ("Owner") shall automatically be and must remain a member of the Association ("Member") in good standing. The board of directors of the Association ("Board of Directors") may declare that an Owner is not a Member in good standing because of past unpaid dues, fines, late charges, interest, legal fees, and/or any other assessments of any nature. The Board of Directors may temporarily suspend the voting rights of any Member who is not in good standing until such past unpaid amounts are paid in full.

2.02 Voting Rights. The Association shall have three classes of voting membership:

CLASS A: Class A Members shall be all Members other than Class B and Class C Members. Class A Members shall be entitled to one (1) vote for each Lot in which they hold the interest required for membership. When more than one person holds such interest or interests in any Lot, all such persons shall be Members, and the vote for such Lot shall be exercised as they, among themselves, determine, but in no event shall more than one (1) vote be cast with respect to any such Lot. Official Vote is defined as electronic or written ballot presented by the board. See By-Laws for proxy voting definition.

CLASS B: Class B Members shall be any bona fide Owner (other than Declarant or its assignees) who is engaged in the process of constructing a residential dwelling on any Lot for sale to consumers. Class B Members shall be nonvoting members of the Association. The Class B membership shall cease, and each Class B Member shall become a Class A Member:

(i) when the total number of votes outstanding in the Class A membership equals the total number of votes outstanding in the Class C membership; or

(ii) on the tenth (10th) anniversary of the date hereof;
whichever occurs first in time.

CLASS C: The Class C Member shall be Declarant (or its assignees). The Class C Member shall be entitled to six (6) votes for each Lot which it owns and for each Lot owned by Class B Members.

Notwithstanding the aforementioned Declarant voting rights within the Association will be maintained, until:

(a) Declarant no longer owns:

(i) record title to any Lot; and

(ii) a lien interest in any Lot; and

(b) title to any adjoining acreage intended to be developed as an additional section or phase of Orchard Woods; or, January 1, 2037;

whichever occurs first in time, neither the Association nor the Members shall take any action or inaction with respect to any matter whatsoever without the consent and approval of the Declarant, which shall not be unreasonably withheld or delayed.

2.03 Quorum, Notice and Voting Requirements. The quorum, notice and voting requirements of and pertaining to the Association are set forth within the articles of incorporation ("Articles") and by-laws ("By-laws") of the Association, as same may be amended from time to time. Subject to the provisions of Section 2.02 above, any action by or on behalf of the Association may be taken with the assent given in writing and signed by Members who collectively hold or control more than fifty-five

percent (66%) of the outstanding votes of the Association.

ARTICLE III
GENERAL POWERS AND DUTIES OF THE BOARD OF DIRECTORS

3.01 Powers and Duties. The affairs of the Association shall be conducted by its Board of Directors (hereinafter referred to as the "Board"). The Board shall be selected in accordance with the Articles and Bylaws of the Association. The Board, for the benefit of the Common Properties and the Owners, shall provide, and shall pay for out of the maintenance fund(s) provided for in Article IV below, the following:

- (a) Care and preservation and improvement of the Common Properties and the furnishing and upkeep of any desired personal property for use in the Common Properties;
- (b) Taxes, insurance and utilities, if any, (including, without limitation, electricity, gas, water and sewer charges) which pertain to the Common Properties only;
- (c) The services of a person or firm (including Declarant and any affiliates of Declarant) to manage the Association or any separate portion thereof, to the extent deemed advisable by the Board, and the services of such other personnel as the Board shall determine to be necessary or proper for the operation of the Association, whether such personnel are employed directly by the Board or by a manager designated by the Board;
- (d) Legal and accounting services;
- (e) Any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alteration, taxes or assessments which the Board is required to obtain or pay for pursuant to the terms of this Declaration or which in its opinion shall be necessary or proper for the operation or protection of the Association or for the enforcement of this Declaration; and
- (f) Yard maintenance, trash pickup and snow removal on the Lots and adjoining sidewalks and driveway approaches to the extent and as determined to be appropriate by the Board.

The Board shall have the following additional rights, powers and duties:

- (g) To execute all declarations of Ownership for tax assessment purposes with regard to any of the Common Properties owned by the Association;
- (h) To enter into agreements or contracts with insurance companies, taxing authorities and the holders of first mortgage liens on the individual Lots with respect to: (i) taxes on the Common Properties; (ii) insurance coverage (if any) on Common Properties, as they relate to the assessment, collection and disbursement process envisioned by Article V hereinabove; and (iii) utility installation, consumption and service matters;

(i) To borrow funds to pay costs of operation, secured by assignment or pledge of rights against delinquent Owners, if the Board sees fit or secured by such assets of the Association as seemed appropriate by the lender and the Association;

(j) To enter into contracts, maintain one or more bank accounts, and generally, to have all the powers necessary or incidental to the operation and management of the Association;

(k) To protect or defend the Common Properties from loss or damage by suit or otherwise, to sue or defend in any court of law on behalf of the Association and to provide adequate reserves for repairs and replacements;

(l) To make reasonable rules and regulations for the operation of and behavior within all Common Properties and upon the exterior of individual lots and to amend them from time to time; including fines for certain rule or covenant violations.

(m) To make available to each Owner within ninety (90) days after the end of each year an annual report;

(n) To adjust the amount, collect, and use any insurance proceeds to repair damage or replace lost property (part of Common Properties); and if proceeds are insufficient to repair damage or replace lost property, to assess the Members in proportionate amounts to cover the deficiency; and

(o) To enforce the provisions of this Declaration and any rules made hereunder and to fine, enjoin and/or seek damages from any Owner for violation of such provisions or rules.

(p) TO OBSERVE ALL LAWS: Said Association shall at all times observe all State, County, City and other laws, and if at any time any of the provisions of this Declaration shall be found to be in conflict therewith, then such parts of this Declaration as are in conflict with such laws shall become null and void, but no other part of this Declaration not in conflict therewith shall be affected thereby. The Association shall have the right to make such reasonable rules and regulations, penalties for violation thereof and provide such means and employ such agents as will enable it to adequately and properly carry out the provisions of this Declaration, subject, however, to the limitation of its rights to contract as are herein provided.

3.02 Board Powers, Exclusive. The Board shall have the exclusive right to contract for all goods, services, and insurance, and the exclusive right and obligation to perform the functions of the Board, except as otherwise provided herein. In the event or if for any reason the Board is not deemed authorized to act for and on behalf of the Association and the Members, then Declarant may exercise its power and authority hereof to act for and on behalf of the Association and the Members, and the Association shall reimburse Declarant for any and all reasonable expenses incurred in so acting. The Board, on behalf of the Association, shall have full power and authority to contract with any Owner (including, without limitation, Declarant) for the performance, on behalf of the Association, of services which the Board is otherwise required to perform pursuant to the terms hereof, such contracts to be upon such terms and conditions and for such consideration as the Board may deem proper, advisable and in the best interest of the Association.

3.03 Liability Limitations. Neither any Member, the Board, any Director, nor any Officer of the Association shall be personally liable for debts contracted for, or otherwise incurred by the Association, or for a tort of another Member, whether such other Member was acting on behalf of the Association or otherwise. Neither Declarant, the Association, its Directors, officers, agents, or employees shall be liable for any incidental or consequential damages for failure to inspect any premises, improvements or portion thereof or for failure to repair or maintain the same. Declarant, the Association or any other person, firm or corporation liable to make such repairs or maintenance shall not be liable for any personal injury or other incidental or consequential damages occasioned by any act or omission in the repair or maintenance of any premises, improvements or portion thereof.

3.04 Reserve Funds. The Board may establish reserve funds which may be maintained and accounted for separately from other funds maintained for annual operating expenses and may establish separate, irrevocable trust accounts in order to better demonstrate that the amounts deposited therein are capital contributions and not net income to the Association.

3.05 Restrictions on Contracts. Neither Declarant nor the Association may directly or indirectly enter into any management agreement or any other contract on behalf of the Association which extends beyond the date Class B memberships cease as provided in Section 2.02 of this Declaration. The Association may, however, following such date, enter into new management agreements or other contracts in accordance with this Declaration.

ARTICLE IV COVENANTS FOR ASSESSMENTS

4.01 Personal Obligation for Assessment. Each Owner of a Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed, as a part of the purchase money consideration for such deed and conveyance, to covenant and agree to pay to the Declarant and/or the Association (or to an independent entity or agency which may be designated by the Declarant and/or the Association to receive such monies):

(a) Regular assessments ("Regular Assessments") or charges for maintenance, taxes and insurance on portions of the Properties and the Common Properties as hereinafter provided;

(b) Special group assessments ("Special Group Assessments") for capital improvements or unusual or emergency matters, such assessments to be fixed, established and collected from time to time as hereinafter provided;

(c) Special individual assessments ("Special Individual Assessments") levied against individual Owners to reimburse the Association for extra costs for maintenance and repairs caused by the willful or negligent acts of the individual Owner and not caused by ordinary wear and tear; and

(d) Individual assessments ("Individual Assessments") and fines levied against individual Owners for violations of rules and regulations pertaining to the Association and/or the Common Properties.

4.02 Assessment Liens: If any assessment remains unpaid at the expiration of 15 (15) calendar days from and after the due date established by the Declarant and/or the Board, a late charge shall be assessed against the non-paying Owner for each month that any portion of an assessment remains unpaid. The late charge shall be in the amount of Twenty-five and No/100ths Dollars (\$25.00) for all Members. A reasonable service charge in an amount established by the Board shall be charged for each check that is returned because of insufficient funds. The amount of late charges and service charges may be adjusted, from time to time, by the Board consistent with any changes in the amounts of Regular or any type of Special Assessments or Individual Assessments as defined in (a), (b), (c) and (d) of 4.01. All assessments, together with interest thereon from the due date to the date of payment at the highest lawful rate per annum and any late charges and service fees and any cost of collection, including attorney's fees, shall be a continuing lien upon the Lot against which assessments are made. Such lien is subordinate and inferior to the lien of any first deed of trust affecting such Lot.

(a) Assessment billing will be delivered via electronic mail. Any member not participating in electronic delivery shall incur a \$15/physical mailing for each billing period for administrative costs

(b) Foreclosure may commence 180 days past original due date if remained unpaid

(c) Returned payment of insufficient funds will incur a service charge of twenty-five dollars

(d) Interest will accrue at an annual rate of 9%

4.03 Purpose of Assessments: The Assessments levied by the Association shall be used exclusively for the purpose of: (i) promoting the health, recreation, safety and welfare of the residents of the Property; (ii) improving, adding and maintaining any entry monuments, or other properties, services and facilities directly related to the use and enjoyment of the Common Properties; (iii) the payment of taxes on the Common Properties and insurance (if any) in connection with the Common Properties and the repair, replacement and additions thereto; (iv) the payment for electricity for exterior lights and the repair, replacement and additions of various items within the Common Properties; (v) trash and garbage collection, snow removal and lawn care on the Lots and security arrangements, as may be determined necessary and appropriate by the Association from time to time; (vi) paying the cost of labor, equipment (including the expense of leasing any equipment) and materials required for, and the management, maintenance and supervision of, the Common Properties and the Association; (vii) paying the cost of water and related charges for water used on the Common Properties; and (viii) paying for liability insurance premiums for insuring all property and activities of the Association, including directors liability insurance. (ix) paying legal and accounting fees.

4.04 Basis and Amount of Regular Maintenance Assessments.

(a) The initial assessment rate shall be _____ per _____.

(b) Until and unless otherwise determined by the Board, the maximum Regular Assessment and any proposed increases shall be applied beginning the follow calendar year.

(c) The Board may recommend an annual Regular Assessment increase for each Lot, provided that the maximum annual Regular Assessment may not be increased more than thirty percent (30%) above the annual Regular Assessment for the previous year and must be approved by the Members of the Association as provided in Sections 2.02 and 2.03 of Article II.

4.05 Special Assessments for Capital Improvements. In addition to the Regular Assessments authorized herein, the Association may levy in any fiscal year a Special Group Assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Properties or relating to any watering systems owned by the Association, including any necessary fixtures and personal property related thereto: provided that any such assessment shall have the affirmative approval of the members of the Association as provided in Sections 2.02 and 2.03 of Article II.

4.06 Uniform Rate of Regular and Special Group Assessments. Both Regular Assessments and Special Group Assessments must be fixed at a uniform rate for all Lots owned by Class A Members. Each Lot owned by a Class A Member shall be charged with one hundred percent (100%) of the established per Lot assessment. Lots owned by Declarant or by a Class B Member shall not be charged with any portion of any assessment.

4.07 Duties of the Board with Respect to Assessments.

(a) The Board shall prepare an annual budget to meet all projected expenses at least thirty (30) days in advance of the date the Regular Assessment is due.

(b) In the event of a revision to the amount or rate of the Regular Assessment, the Declarant and/or the Board shall fix the amount of the Regular Assessment against each Lot, and the applicable due date for each assessment, at least thirty (30) days in advance of such date or period, and the Board shall, at that time, prepare a roster of the Lots and assessments applicable thereto which shall be kept in the office of the Declarant and/or the Association.

(c) Written notice of the assessment shall thereupon be delivered by electronic method to every Owner subject thereto.

4.08 Exempt Property. The following property otherwise subject to this Declaration shall be exempted from the assessments, charges and liens created herein:

- (a) All properties dedicated and accepted by the local public authority and devoted to public use;
- (b) All Common Properties as defined in Article I herein;
- (c) Any and all areas which may be reserved by the Declarant on the recorded plat(s) of the Property or by other recorded instrument; and All properties owned by Declarant.

ARTICLE V

USE OF COMMON PROPERTIES

The Common Properties may be used and enjoyed as follows:

5.01 Restrictive Actions by Members. No Member shall permit anything to be done on or in the Common Properties which would violate any applicable public law or zoning ordinance, or which will result in the cancellation of or increase of any insurance carried by the Declarant and/or the Association, or which would be in violation of any law or any rule or regulation promulgated by the Board.

5.02 Rules of the Board. All Members shall abide by any rules and regulations adopted by the Declarant and/or the Board. The Declarant and/or the Board shall have the power to enforce compliance with said rules and regulations by all appropriate legal and equitable remedies, and a Member determined to have violated said rules and regulations shall be liable to the Association and/or Declarant for all damages and costs, including reasonable attorney's fees.

5.03 Use of Common Properties. Use of the Common Properties shall be limited to Members, their families and guests. With the exception of the regular business activities of Class B Members, the Declarant or the Association, no person or entity shall use any portion of the Common Properties to:

- (a) solicit, promote or conduct business, religious, political or propaganda matters; or
- (b) distribute or display handbills, newsletters, flyers, circulars or other printed materials;
- (c) build or install Signs, billboard, advertisements

without the prior written consent of the Declarant and/or the Association (which consent may be withheld in its sole and absolute discretion).

5.04 Maintenance of Lots. The Association, the Declarant or representatives hired or appointed by the Association or the Declarant shall have the right to enter upon any Lot for the purpose of providing yard maintenance, snow removal, garbage pickup or other services, if any, to be provided by the Association pursuant to this Declaration. It should be the responsibility of the owners of each Lot to make such entry possible and to avoid hindering or in any fashion interfering with the performance of such services on the Lot. Failure to make access available or to otherwise hinder performance of the services shall be deemed a material breach of this Declaration.

5.05 Exterior Maintenance. In the event an Owner of any Lot in the Properties shall materially fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board of Directors, the Association, shall provide notice to the Owner of the violations, and provide a six month cure period. If, after the cure period, the material violations are not remedied and after approval by a majority vote of the Board of Directors, the Association shall have the right, through its agents and employees, to enter upon said parcel and to repair, maintain and restore the Lot and the exterior of the buildings and any other improvements erected thereon. The cost of such exterior maintenance shall be added to and become a special assessment on such Lot which shall be enforceable as provided in Section 8.

ARTICLE VI
CONSTRUCTION OF IMPROVEMENTS AND USE OF LOTS

6.01 The Property (and each Lot situated therein) shall be occupied and used as follows: Residential Use. All Lots shall be used for residential purposes only. No commercial business, enterprise or trade shall be carried on in the Property, other than office work by the Owner(s). No building shall be erected, altered, placed or permitted to remain on any Lot other than one detached single family one and one-half story, two story, or reverse one and one-half story style dwelling and having an attached garage for minimum of two (2) or more conventional automobiles.

6.02 Minimum Floor Space. Minimum standards for square footage of enclosed living space, exclusive of garages, porches, porte-cochere, patios, basements, open breezeways or attics, are hereby established for any residence erected on any of the Lots IN Orchard Woods as follows: Any residence with attached garage shall contain a minimum of 1,500 square feet of first floor living space; and any multi story residence shall contain a minimum of 2,000 square feet of total living space. Provided, however, that interior areas of any residence need not be immediately completed for occupancy if the residence is so designed and built that such areas can be finished at a later date without any structural changes being made in the exterior of the residence, and if written permission of the Architectural Review Committee is obtained. Variances of any such standards can be obtained with written authorization of the Architectural Review Committee.

6.03 Roofing. No rolled roofing or any other roofing material not currently recognized as a permanent type of construction shall be used. Color and roofing material of any roof must be approved specifically in writing by the Architectural Review Committee.

6.04 Exteriors/Paint. Exterior coverings of asphalt paper, tin or any material not recognized as substantial or permanent shall not be permitted. All exterior colors and materials must be approved by the Architectural Review Committee.

6.05 Building Lines. No part of any residence, except as hereinafter provided, may be erected or maintained on any of the Lots nearer to the front street or the side street than is the front building line or the side building line shown in the plat of the Lots shown on the Orchard Woods Final Plat or subsequent plats for additional lands added to the Property, and no residences may be built, erected or maintained on any of the said Lots more than 15 feet further from the street than said building line; except that the Declarant and its successors and assigns reserve the right to modify the building lines in the event that any street, easement or right-of-way is changed or modified through a resurvey of any part of said plat. The Architectural Review Committee as herein provided for may give written permission to vary the location of residences and permit projections up to within ten (10) feet of the street or a greater setback than otherwise permitted where the natural elevation of the Lot along the established setback lines is more than either eight (8) feet above or four (4) feet below the established roadway level along the abutting street or to avoid unnecessary or unreasonable destruction of trees and where in the opinion of the Architectural Review Committee the location and architectural design will not detract materially from the appearance and value of other properties.

(a) Corner Lots. Residences shall front on the street, provided that on all corner Lots

residences may face both streets, either street, or the corner, upon written approval of the Architectural Review Committee.

(b) Side Lot Setback. No part of the house shall project closer to any side Lot line than four (4) feet or such greater distance as shall be required by the then applicable ordinances and regulations of the City of Lee's Summit, as applicable for each Lot. The conveyance of any part of any Lot shall not reduce the frontage below the requirements of this paragraph.

Notwithstanding the foregoing, no variance granted by the Architectural Review Committee shall be effective unless all necessary authorizations are obtained from the City of Lee's Summit in accordance with then applicable ordinances and regulations.

6.06 Fence and/or Wall. All fences, walls, fence materials and wall materials shall be of un-painted wood, aluminum, or wrought iron construction and shall not exceed seventy-two (72) inches in height above the ground and may not extend closer to the street than the front of the house and must be approved in writing by the Architectural Review Committee;

6.07 Signs. No signs of any kind or advertisements, billboards or advertising structures of any kind that are visible from streets, adjoining Lots or Common Properties may be erected or maintained on any of the Lots or inside structures on any of the Lots; provided, however, that two advertising boards of not more than five (5) square feet may be maintained on each Lot or tract when under original construction and initial placement of house upon the market for sale, and one Realtor's for sale sign not more than five (5) square feet may be maintained on each Lot for resale purposes and small signs to give notice of security systems may be maintained on each Lot. Declarant and/or Declarant's Realtors may maintain advertising billboards on the Property, including Common Properties, so long as Declarant owns any Lots.

(a) Political signs and other politically themed objects may be displayed in landscaping (not yards) for 30 days prior to election, temporary inserted in the ground (not in windows), no more than 24in X 24in, with a maximum of 3 signs or objects per lot, each sign or object identifying a different candidate or cause. Signs and objects shall be removed no later than 72 hours after an election.

(b) No flags with political messaging may be displayed at any time.

6.08 Utilities. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. The Declarant, its successors or assigns shall have and do hereby reserve with consent of the Architectural Review Committee, the right to relocate, erect, construct, maintain and use, or authorize the location, erection, construction, maintenance and use of drains and storm sewers, and to give or grant rights of way or easements therefor over and upon any part of said land described herein. Provided no drain or storm sewer may be placed so as to interfere with existing buildings or the proper location of a building on a platted Lot.

6.09 Additional Dwellings. No trailer, basement, tent, shack, barn or other outbuilding shall be erected or maintained on any property in said subdivision or at any time to be used as a residence temporarily or permanently, nor shall any residence of a temporary character be permitted. No dwelling

or residence shall be occupied until fully completed except as provided for herein. No residence shall be moved from another location to any Lot herein.

6.10 Fuel Tanks. No tank for the storage of fuel may be maintained above or below the surface of the ground.

6.11 Household Pets/Animals. No animals, livestock or poultry may be raised, bred, kept or maintained upon any of the Lots; household pets not to exceed three in number may be kept but must be restrained on a leash or in a fenced backyard, provided that they are not kept, bred, or maintained for any commercial purpose. No dog run, dog house, kennel, or other animal, domestic animal, or household pet, pen, enclosure, housing or shelter facility shall be constructed or maintained upon any Lot unless plans, material, size and location are approved in writing by the Architectural Review Committee. The Owner of every animal shall be responsible for the removal of any excreta deposited by his animal(s) on public walks, recreation areas, or common areas.

6.12 Parking. No boat, truck, trailer, camper, recreational vehicle, bus, unlicensed vehicle or commercial vehicle shall be parked upon any of the Lots or upon any of the streets in said subdivision except as incidental to construction or repair work being done there and no building material of any type, machinery, equipment, graders, diggers or tractors shall be permitted to remain on any of the Lots or in said subdivision except as incidental to construction work being there carried on. The foregoing equipment may be parked inside garages within houses on the Lots. Garage doors shall be kept closed except as necessary for ingress and egress of vehicles or delivery of property.

6.13 Offensive Activities. No noxious or offensive activity shall be carried upon any Lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.

6.14 Construction Completion Timing. A house must be commenced in four months after initial purchase of the Lot and must be substantially completed in twelve (12) months thereafter. No building shall be permitted to stand with its exterior in an unfinished condition for longer than twelve (12) months after the commencement of construction. In event of fire, windstorm, or other damage, no building shall be permitted to remain in a damaged condition longer than necessary to repair or demolish it. These times may be extended with written permission of the Architectural Review Committee.

6.15 Antennas and Aerials. All television antennas, satellite dishes and other antennas and aerials shall not be larger than local ordinance or federal regulation allows. unless authorized by written permission of the Architectural Review Committee.

6.16 Leasing. Leasing of all or part of any Residence is prohibited, notwithstanding the exceptions made below.

(a) Hardship. If an Owner for hardship reasons must lease the living unit without an intention to sell the unit, the unit Owner may apply for a hardship waiver in the following manner:

- i. The unit Owner must submit a request for a hardship waiver to the Board, setting forth the reasons why he or she is entitled to the same.

- ii. If based on the data supplied to the Board by the Owner, the Directors, in their sole discretion, find that a reasonable hardship exists, the Directors may grant a waiver. Any lease entered shall be in writing and for a period of one year.
- iii. In the event unit Owner has been granted hardship status, they must reapply within 30 days of the expiration of each hardship period to request an extension.

6.17 Trees. No tree with a trunk diameter at its base of more than 2" may be removed from any lot or common area without the approval of the Association from any Association lots or common areas.

ARTICLE VII ARCHITECTURAL REVIEW

7.01 Architectural Review Committee. Architectural control shall be supervised by an Architectural Review Committee ("Committee"). The Committee shall be composed of three (3) individuals selected and approved by Declarant, which Committee and its successors are hereby vested with the full right and authority to act as such under the provisions of this Declaration. In case of a vacancy by death or resignation, the Declarant shall have full authority to designate a successor. Any two members shall have full power to act for the Committee. The Declarant may assign to the Board of Directors its right to select and approve members of the Architectural Review Committee or any architectural review subcommittee created as hereafter provided. Declarant may also select and approve architectural subcommittees with full right and authority to act with respect to certain limited architectural issues to be defined by Declarant. Reference to the Committee or Architectural Review Committee in this Declaration shall mean the Architectural Review Committee or architectural subcommittee as applicable.

7.02 Plan Approval. Before any structure or improvement shall be built, altered or placed on any Lot the construction plans and specifications and a plan showing the location and front, sides and back elevations of the structure or improvement shall be submitted to and have the written approval of the Committee, as to type of materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. In addition to other matters described in this Declaration, exterior colors, roof colors and landscaping plans must be approved by the Committee. Without limiting the provisions above, all fences, walkways, driveways, parking areas, walls, pools, decks, patios, play houses, kennels, satellite dishes, antennas and flag poles are structures for which plans must be submitted to, and have the written approval of, the Committee in the manner referenced above. For purposes of this provision, the terms "structure" and "improvement" will be given the broadest possible interpretation, and the term "structure" shall include: (i) any construction or any production or piece of work artificially built up or composed of parts joined together in some definite manner; (ii) that which is built or constructed; (iii) an edifice or building of any kind; and (iv) a combination of material to form a construction for occupancy, use or ornamentation, whether installed on, above or below the surface of a parcel of land.

(a) Plan Approval must be requested 10 days prior to commencement of work on any plan.

(b) Plan Approval may be submitted to the designated committee primary email account (not an individual or their personal account) , or a paper form may be requested from the Committee.

(c) Cure: Unapproved or actions without approval (see Provision 8.05 and 8.06)

ARTICLE VIII GENERAL PROVISIONS

8.01 Registration With The Association. Each and every Owner shall have an affirmative duty and obligation to originally provide within fifteen (15) days after such Owner acquires one or more Lots and thereafter revise and update, within fifteen (15) days after material change has occurred, various items of information to the Association such as: (a) the full name and address of the Owner; (b) the full name of each individual family member who resides within the residential dwelling of the Owner; the name, address and telephone numbers of other local individuals who can be contacted (in the event, the Owners cannot be located) in case of an emergency; and (f) such other information as may be reasonably requested from time to time by the Association.

8.02 Common Area. The tracts identified as common and the entry monuments and associated landscaping located on easements described on Exhibit "A" are dedicated and set aside for the benefit of all the Lot Owners. Additional lands may be dedicated and set aside as Common Areas for the benefit of all Lot Owners. A common lawn sprinkler system may be installed to serve the Common Areas and/or all of the Lots and the Owner of each Lot agrees that the Association or its representatives may enter upon the Lots to install, service and maintain any such sprinkler system, if installed. If so installed, the watering of grass on the Common Areas and/or the Lots and utilization of the sprinkler system shall be a part of the service rendered by the Association to the Owners and the cost thereof shall be a part of the regular assessments. If a common lawn sprinkler system is not installed, each Owner may elect, at their own cost, to install, service and maintain a sprinkler system on their individual Lots. Plans for any system shall be subject to approval of the Architectural Review Committee.

8.03 Duration. These covenants and restrictions shall run with the land and shall be binding upon all parties and all persons claiming under them for a period of thirty (30) years from the date herein at which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years each unless at any time after January 1, 2024, by instrument in writing signed and acknowledged by the then fee title (not including mortgage, contingent or remainder interests) Owners of not less than seventy-five percent (75%) of the Lots or any additions thereto, it is agreed to change, modify, or revoke these covenants and restrictions in whole or in part.

8.04 Amendments. Except as provided in Section 8.03 of Article VIII, the covenants and restrictions of this Declaration may be amended and/or changed in whole or in part, only with the consent of the Association and sixty six percent (66%) of the Owner members, evidenced by a document in writing bearing each of their signatures, and duly recorded in the land records of Clay County, Missouri.

8.05 Enforcement. Enforcement of these covenants and restrictions shall be a proceeding

initiated by Association, any assignee of Association, any Owner, or, against any person or persons violating or attempting to violate any covenant or restriction contained herein, either to restrain or enjoin violation or to recover damages for the violation, or both, or to enforce any lien created by this instrument. Notwithstanding any provision to the contrary in this Declaration, Declarant shall not have any duty, obligation, or responsibility to enforce any of these covenants and restrictions. Failure by any party to enforce any of these covenants and restrictions herein contained shall in no event be deemed a waiver of the right to do so thereafter. With respect to any litigation hereunder, the prevailing party shall be entitled to recover reasonable attorney's fees from the non prevailing party. Further, and with respect to any litigation brought against the Declarant, the Association or any of their members or representatives, arising out of any action, failure to act, or performance or nonperformance of duties imposed hereby, by the Declarant, the Association or their members or representatives, the Declarant, the Association and/or their members or representatives so sued shall be entitled to recover their reasonable attorney's fees from the person or entity bringing such action against it or them, unless the Declarant Association or their members or representatives shall specifically be adjudicated liable to such claimant.

8.06 Imposition of Violation Fines. In the event that any person fails to pay any assessment, or cure (or fails to commence and proceed with diligence to completion of the work necessary to cure) any violation of the covenants and restrictions contained herein within ten (10) days after receipt of written notice from the Board designating the particular delinquency or violation, the Declarant and/or the Board shall have the power and authority to impose upon that person a fine for such violation (the "Violation Fine") not to exceed Five Thousand and No/100ths Dollars (\$5,000.00). If, after the imposition of the Violation Fine, the violation has not been cured or the person has still not paid the assessment or commenced the work necessary to cure such violation, the Declarant and/or the Board shall have the power and authority, upon ten (10) days written notice, to impose another Violation Fine which shall also not exceed Five Thousand and No/100ths Dollars (\$5,000.00). There shall be no limit to the number or the aggregate amount of Violation Fines which may be levied against a person for the same violation. The Violation Fines, together with interest at the highest lawful rate per annum and any costs of collection, including attorneys fees, shall be a continuing lien upon the Lot against which such Violation Fine is made.

8.07 Severability. If any one of these covenants or restrictions is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining covenants and restrictions shall not be affected thereby.

8.08 Notices To Owners. Any notice required to be given to any Owner under the provisions of this Declaration shall be deemed to have been properly delivered when electronically sent to Owner designated email address.

(a) If member requests notices to be deposited in the United States mails, postage prepaid, certified mail, return receipt requested, addressed to the last known address of the person who appears as an Owner on the records of the Association at the time of such mailing a \$15 administrative fee will be applied quarterly.

8.09 Proposals of Declarant. The proposals of Declarant, as set forth in various provisions hereinabove, to develop additional parcels of property for residential purposes and/or expand the Common Properties (not only geographically but also in terms of the types of amenities available for use) and items of a related nature are mere proposals and expressions of the existing good faith intentions and

On this ____ day of _____ before me appeared _____, to me personally known, who being by me duly sworn did say that he is the President of the Board of Directors of Orchard Woods Owners Association., a Missouri corporation; that the company has no seal; and that the instrument was signed in behalf of the corporation by authority of its Board of Directors; and _____ acknowledged the instrument to be the free act and deed of the corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

Notary Public

EXHIBIT "A"
to Orchard Woods Final Plat Declaration of Restrictions

LEGAL DESCRIPTION OF THE PROPERTY

Description North Tract-Proposed Zoning R-1

All that part of the Southwest Quarter of Section 9, Township 48 North, Range 31 West, in the City of Lee's Summit, Jackson County, Missouri, being more particularly described as follows:

Commencing at the Southeast corner of the Southeast Quarter, of the Southwest Quarter of said Section 9; thence N 88°11'38" W, along the South line of the Southwest Quarter of said Section 9, a distance of 273.05 feet; thence N 2°21'19" E, a distance of 845.05 feet, to the Point of Beginning; thence N 75°23'37" W, a distance of 3.02 feet; thence along a curve to the left being tangent to the last described course, having an radius of 510.00, an arc distance of 351.70 feet, to a point on the East plat line of NORTH 2.5 MILLION GALLON TANK, a subdivision of land in the City of Lee's Summit, Jackson County, Missouri, thence N 2°22'48" E, along the East plat line of said NORTH 2.5 MILLION GALLON TANK, the East plat line of LAKEWOOD BUSINESS PARK, Lots 33A, AND 34-36, and the East plat line of LAKEWOOD BUSINESS PARK- LOTS 25 THROUGH 33, all platted subdivisions of land in the City of Lee's Summit, Jackson County, Missouri, a distance of 1199.28 feet, to a point on the South line of LAKEWOOD BUSINESS PARK ANNEX, LOTS 1, 2 AND 3, a platted subdivision of land in the City of Lee's Summit, Jackson County, Missouri; thence S 88°20'38" E, along the South line of said LAKEWOOD BUSINESS PARK ANNEX, LOTS 1, 2 AND 3, and the South line of LAKEWOOD BUSINESS ANNEX, a platted subdivision of land in the City of Lee's Summit, Jackson County, Missouri, a distance of 617.34 feet, to a point on the West line of SAVANNAH RIDGE-THIRD PLAT, a platted subdivision of land in the City of Lee's Summit, Jackson County, Missouri; thence S 2°21'19" W, along the West plat line of said SAVANNAH RIDGE-THIRD PLAT, the West plat line of SAVANNAH RIDGE-FIRST PLAT, and the West plat line of SAVANNAH RIDGE- SECOND PLAT, all platted subdivisions of land in the City of Lee's Summit, Jackson County, Missouri, a distance of 675.29 feet, to the Southeast corner of the Northwest Quarter, of the Southwest Quarter, said point also being the Southwest plat corner of said SAVANNAH RIDGE- SECOND PLAT; thence N 88°16'35" W, a distance of 273.07 feet; thence S 2°21'19" W, a distance of 484.12 feet, to the Point of Beginning, containing 583,464 square feet or 13.3945 acres, more or less, of unplatted land.