

**DECLARATION OF COVENANTS
CONDITIONS AND RESTRICTIONS
OF SEQUOIA RESIDENTIAL**

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF SEQUOIA RESIDENTIAL ("Declaration") is made and executed as of this 20 day of April 2020, by Orchard Park Development LLC, a Missouri limited liability company and Sequoia Residential Homeowners Association, a Missouri Not-For-Profit Corporation.

RECITALS

WHEREAS, ORCHARD PARK DEVELOPMENT, LLC, (referred to as the "Developer") as the owner of 100% of the real property described in Exhibit A, which is incorporated by this reference and referred to in this Declaration as the "Property," has improved or will hereafter improve and develop the Property for residential purposes;

WHEREAS, the Developer formed the Sequoia Residential Home Owners Association, Inc., a Missouri not-for-profit corporation (referred to as the "Association"); and

WHEREAS, the Developer and the Association hereby declare that all of the Property described in Exhibit A shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions which are for the purpose of protecting the value and desirability of the Property and the overall development, and which shall run with, the real property and be binding on all parties having any right, title, or interest in the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof and each owner hereinbelow shall be subject to the Association and this Declaration at the same and concurrent time.

**ARTICLE I
DEFINITIONS**

Section 1. "Association" shall mean and refer to SEQUOIA RESIDENTIAL HOMEOWNERS ASSOCIATION, a Missouri not-for-profit corporation, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot or Parcel which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" or "Property" shall mean and refer to that certain real property

described in Exhibit A, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Properties" shall mean and refer to those areas of land, if any, designated as Common Areas on any recorded subdivision plat or survey or resurvey of the Properties and intended to be devoted to the common use and 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 include, without limitation, the following:

(a) All real estate owned in fee simple by the Association evidenced by Warranty Deed or Deeds from the Developer to the Association, recorded in the office of the Department of Records of Jackson County, Missouri, and specifically including that real estate legally described as follows: Sequoia Residential, a subdivision in Lee's Summit, Jackson County, Missouri, according to the recorded plat thereof.

(b) All community buildings, yards including front, side and rear yards, ponds, lakes, water courses, picnic and playground equipment, recreational facilities, structures, trees, landscaping, lighting and mechanical equipment, decorative equipment, entrance markers, islands, and other improvements located upon real estate owned by the Association, or within the dedicated right-of-way of public streets abutting or extending through the Properties.

(c) All paved private drives, streets and open parking areas, together with sidewalks, paths and the like, located upon real estate owned by the Association, or within the dedicated right-of-way of public streets abutting or extending through the Properties.

(d) All installments of central services for the benefit of more than one owner such as trash receptacles, mail box stands, pipes, wires, conduits, sewers, water lines and other public utility lines and facilities situated thereon.

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

(f) All personal property owned by the Association intended for use in connection with the maintenance and operation of ponds, lakes, water courses, recreational facilities, buildings, structures, grounds and other facilities of the Association.

Section 5. "Lot" shall mean and refer to any plot of land so identified upon any recorded subdivision Plat, survey or Resurvey of the Properties.

Section 6. "Parcel" shall mean and refer to any plot of land so identified upon any recorded lot split survey or resurvey or on the plat.

Section 7. "Dwelling Unit" shall mean and refer to a building or portion thereof

constructed for the occupancy of one household. A duplex shall consist of two dwelling units shall constitute two parcels on any recorded lot split survey or resurvey.

Section 8. "Developer" shall mean Orchard Park Development LLC and its successors and assigns.

Section 9. "Member" shall mean and refer to every person or entity who holds membership in the Association, as set forth in Article III.

Section 10. "Building Line" shall mean and refer to the line marked "Building Line" as shown on a recorded subdivision map of the properties, or any properly recorded modification thereof.

Section 11. "Outbuilding" shall mean and refer to an enclosed, covered or uncovered structure not directly attached to the residence to which it is appurtenant; specifically including pet shelters and enclosures, and above-ground swimming pools.

Section 12. "Street" shall mean any street, road, drive or avenue of whatever names, as shown on the recorded subdivision map of the properties, and accepted for public maintenance by Lee's Summit, Missouri, private drives, driveways and parking courts, located wholly within the Common Properties, are hereby excluded.

Section 13. "Existing Property" shall mean and refer to the real property which is, and shall be held, transferred, sold, conveyed and occupied subject to this Declaration, as legally described in Exhibit A or later added pursuant to Article II below.

Section 14. "Member in Good Standing" shall mean the owner of a lot or unit who is current in payment of any annual, capital, or special assessments and therefore has not forfeited their right to cast a vote pursuant to Article III of this Declaration, or the bylaws of the Association.

ARTICLE II

MEMBERSHIP AND VOTING RIGHTS

Section 1. Qualification for Membership. Every owner of a Lot or Parcel which is subject to this Declaration shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot or Parcel subject to this Declaration. Ownership of such Lot or Parcel shall be the sole qualification for membership.

Section 2. Voting. All Owners shall be Members and shall be entitled to one vote for each Lot or Parcel owned. When more than one person holds an interest in a Lot or Parcel, all such persons shall be Members. The vote for such Lot or Parcel shall be exercised as they determine,

but in no event shall more than one vote be cast with respect to any Lot or Parcel. Members or Owners who are in default with respect to the payment of any annual, capital, or special assessment shall forfeit their right to cast a vote.

ARTICLE III
COVENANTS OF MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Developer, for each Lot or Parcel owned within the Properties, hereby covenants, and each owner of any Lot or Parcel by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to pay the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest, costs, and reasonable attorney's fees shall also be the personal obligation of the person who was the Owner of such property at that time when the assessment fee due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents in the Properties and in particular for the operation, improvement and maintenance of the Common Properties, as defined in Article 1, Section 4; for the exterior maintenance of dwelling units erected upon Parcels as set forth in Article VII hereof; and for professional and management services as authorized by the Board of Directors. Exterior maintenance shall include roofs, and grass mowing.

Section 3. Basis and Maximum of Annual Assessments. Until January 1 of the year immediately following the conveyance of the first Lot or Parcel to an Owner, the maximum monthly assessment shall be \$_____ per Dwelling Unit for each property described as a lot, which shall include exterior maintenance as in Section 2, above.

(a) From and after January 1, of the year immediately following the conveyance of the first Lot or Parcel to an Owner, the maximum annual assessment may be increased effective January 1 of each year without a vote of the membership in conformance with the year-to-year rise, if any, of the Department of Labor Consumer Price Index for the preceding month of July. If the Consumer

Price Index is discontinued the Board of Directors shall select a comparable Index for year-to-year consistency.

(b) From and after January 1, of the year immediately following the conveyance of the first Lot or Parcel to an Owner, the maximum annual assessment may be increased above that established by the Consumer Price Index formula by a vote of two-thirds (2/3) of each member who is voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than 15 days nor more than 40 days in advance of the meeting, setting forth the purpose of the meeting. The limitations hereof shall not apply to any change in the maximum and basis of the assessments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation.

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

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy in any assessment year, a special assessment applicable to that year only, for the purpose of defraying in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement to the Common Properties, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than 15 days nor more than 40 days in advance of the meeting setting forth the purpose of the meeting.

Section 5. Uniform Rate of Assessment. Both annual and special assessments for capital improvements must be fixed at a uniform rate for all Parcels and at a uniform rate for all Lots. Exterior maintenance assessments may be differentiated, based upon the location or size of the dwelling unit, but all assessments within such classification shall be uniform. Collection may be on a monthly, bimonthly, or quarterly basis.

(a) Special Assessment Against Individual Owner. In addition to the assessments authorized above, the Association may levy a special assessment for the purpose of defraying or reimbursing the costs associated with action determined necessary to be taken by the Association's Board of Directors pursuant to powers given to the Association or its Board of Directors by these Declarations or by the Association's Bylaws.

Section 6. Quorum for an Action Authorized under Sections 3 and 4. At the first meeting called, as provided in Sections 3 and 4 hereof, the presence at the meeting of members or of proxies entitled to cast sixty percent (60%) of all the votes of the 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 in Sections 3 and 4, and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than thirty (30) days following the preceding meeting.

Section 7. Duties of the board of Directors Regarding Assessments and Due Dates.

(a) The Annual assessments provided for herein shall commence as to each Lot and Parcel on the first day of the month following the recording of a plat or survey identifying such Lot or Parcel. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year.

(b) The Board of Directors shall fix the amount of the annual assessment against each Lot or Parcel at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors.

(c) The omission of the Board of Directors, before the expiration of any annual assessment period, to fix the amount of the annual assessment hereunder for that or the next period, shall not be deemed a waiver or modification in any respect of the provisions of this Article, or a release of any Member from the obligation to pay the annual assessment, or any installment thereof, for that or any subsequent annual assessment period, but the annual assessment fixed for the preceding period shall continue until a new annual assessment is fixed.

(d) The Association shall upon demand at any time furnish a certificate in writing signed by an officer of the Association setting forth whether the assessments on a specified Lot or Parcel have been paid. A reasonable charge may be made by the Board for the issuance of these certificates. Such certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid.

(e) No member of the Board or any Committee of the Association, or any officer of the Association or Developer, or the manager, if any, shall be personally liable to any Owner, or to any other part, including the Association, for any damage, loss or prejudice suffered or claimed on account of any act, omission, error or negligence of the Association, the Board, the Manager, if any, or any other representative or employee of the Association, the Developer, or the Architectural Control Committee, or any other Association Committee, or any officer of the Association, or the Developer, provided that such person has, upon the basis of such information as then may be possessed by him, acted in good faith without willful or intentional misconduct.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of 1.5% per month, applied to the full amount of the delinquency including prior interest, and the Association may bring an action of law against the Owner personally obligated to pay the same, or foreclose the lien against the property; and interest, costs and reasonable attorneys' fees for any such action shall be added to the amount of such assessment. A minimum fee of \$50.00 shall be levied by the Association if a non-payment lien is filed. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Properties or abandonment of his Lot or Parcel. The Board of Directors may post, publish, and/or mail a list of delinquent members, setting forth name, address, and amount of delinquency; and shall not be required to provide any advance notice of such action. Any Member or Owner who is in default with respect to the payment of any annual, capital, or special assessment shall forfeit his right to cast a vote. For purposes hereof, "Default" shall be deemed to mean the failure to pay annual, capital, or special assessments within sixty (60) days after the Member or Owner has received notice of the existence of the annual, capital, or special assessment.

Section 9. Subordination of the Lien to Mortgage. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot or parcel shall not affect the assessment lien. However, the sale or transfer of any Lot or Parcel pursuant to first mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payment thereof which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot or Parcel from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10. Wholly and Partially Exempt Property. The following property subject to this Declaration shall be exempt from the assessments created herein:

- (a) all properties dedicated to and accepted by a local public authority; and
- (b) the Common Properties, if any.

ARTICLE IV **PROPERTY RIGHTS**

Section 1. Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Properties which shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions:

(a) The right of the Association to prescribe regulations governing their use, operation and maintenance, and to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Properties;

(b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an Owner for any period during which any assessment against his Lot or Parcel remains unpaid; and for a period not to exceed 90 days for any infraction of its published rules and regulations;

(c) the right of the Association to dedicate or transfer all or any part of the Common Properties to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds of the members has been recorded.

(d) the right of the Association to limit the number of guests of members; (e) the right of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Common Properties and in aid thereof to mortgage said property, and the right of such mortgages in said properties shall be subordinate to the rights of the Owners hereunder;

(f) the right of each member to exclusive parking privileges on all portions of a driveway exclusively serving a garage or garages owned by that member;

(g) the right of the Association, acting by and through its Board of Directors, to grant licenses, rights-of-ways and/or easements for access or for the construction, reconstruction, maintenance and/or repair of any utility lines or appurtenances, whether public or private, of any municipal agency, public utility, the Developer of any other person; provided, however, that no such licenses, rights-of-way and/or easements shall be unreasonably and permanently inconsistent with the rights of the Members to the use and enjoyment of the Common Properties;

(h) the right of the Association, acting by and through its board of Directors, to open the Common Properties, or any portions thereof, to a wider public, all for such purposes and on such basis as the Board of directors may from time to time consider appropriate;

(i) the rights of the Owners of the Dwelling Units to perpetual easements over and upon any of the Common Properties for such portions of their Dwelling Units that may overhang or otherwise encroach upon any of the Common Properties for support, for the purpose of necessary repairs and maintenance, for the maintenance of reasonable appurtenances to their Dwelling Units, and for reasonable ingress and egress to and from any Dwelling Unit through and over the Common Properties.

Section 2. Delegation of Right of Use. Any Member of the Association may delegate his rights to the use and enjoyment of the Common Properties to the members of his family who reside with him and/or his guests, all subject to such reasonable rules and regulations which the Association may adopt and uniformly apply and enforce.

ARTICLE V
PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall or fence which is built as a part of the original construction of the homes upon the Properties and placed on the dividing line between the Lots or Parcels shall constitute a party wall or fence, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and fences and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use. Nothing shall be done by an Owner which impairs the structural integrity of any party wall or party fence or which diminishes the fire protection afforded by any party wall or party fence for any purpose which creates a hazard or nuisance for any other Owner who makes use of the party wall or party fence.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the Owners thereafter make use of the Wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provision of this Article, an owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

Section 7. Encroachments. If any portion of a party wall or party fence shall encroach upon any adjoining Parcel or Lot or upon the Common Properties by reasons of engineering error in original construction or reconstruction, settlement or shifting, or otherwise, a valid easement for the encroachment and for the maintenance of the same shall exist, for so long as the Dwelling Unit stands.

ARTICLE VI **ARCHITECTURAL CONTROL**

Section 1. Architectural Review Board. Except for original construction by the Developer, no planting, building, fence, wall or structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition or color change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, color, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by an Architectural Review board composed of three (3) or five (5) representatives appointed by the Board of Directors. In the event said Board fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

Section 2. Limitations. Construction or alterations in accordance with plans and specifications approved by the Architectural Review board pursuant to the provisions of this Article shall be commenced within six (6) months following the date upon which the same are approved by the Board (whether by affirmative action or by forbearance from action, as provided in Section 1), and shall be substantially completed within twelve (12) months following the date of commencement, or within such other period as the Committee shall specify in its approval. In the event construction is not commenced within the period aforesaid, then approval of the plans and specifications by the Board shall be conclusively deemed to have lapsed and compliance with the provisions of this Article shall again be required. There shall be no deviation from the plans and specifications approved by the Committee without the prior consent in writing of the Committee. Approval of any particular plans and specifications or design shall not be construed as a waiver of the right of the Board to disapprove such plans and specifications, or any elements or features thereof, in the event such plans and specifications are subsequently submitted for use in any other instance.

Section 3. Certificate of Compliance. Upon the completion of any construction or alterations or other improvements or structure in accordance with plans and specifications

approved by the Architectural Review Board in accordance with the provisions of this article, the Architectural Review Board shall, at the request of the Owner thereof, issue a certificate of compliance which shall be prima facie evidence that such construction, alteration, or other improvements referenced in such Certificate have been approved by the Architectural Review board and constructed or installed in full compliance with the provisions of this Article and with such other provisions and requirements of this Declaration as may be applicable.

Section 4. 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 plans and specifications to be submitted for approval, and may publish and/or record such statements of policy, standards, guidelines, and/or establish such criteria relative to architectural styles or details, colors, set-backs, materials or other matters relative to architectural control and the 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 be final except that any member who is aggrieved by any action or forbearance from action by the Committee (or by any policy, standards or guidelines established by the Committee) 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 of Directors of the Association.

ARTICLE VII

EXTERIOR MAINTENANCE

In addition to maintenance of the Common Properties, if any, the Association shall provide exterior maintenance upon each parcel subject to an additional maintenance assessment if necessary as follows:

(a) To care for all permanent plantings on the front part of each Unit within the District; provided however, that any duly authorized planting of an individual Owner on the side or back of each unit shall be cared for by or at the particular Owner's cost, and in the event any Owner fails to pay for or pay costs of such maintenance or replacement, the Association may replace the plantings and the cost shall become a Special Assessment in respect to the Owner's Unit and/or tract. Normal and reasonable watering of all landscaping not covered by the existing irrigation system shall be the individual responsibility of each Owner.

(b) Mow lawns and do any other thing necessary or desirable in the judgment of the Directors of the Association, to keep the lawns and property in the District neat in appearance and

in good order. Normal and reasonable watering of the grass surrounding each Unit shall be accomplished using the existing irrigation system and shall be the responsibility of the Sequoia Residential Home Owners Association.

(c) Arrange for the periodic collection of trash and for the disposal of such trash.

(d) Maintain or have the right to maintain the exterior of each Unit within the District, including yearly cleaning of gutters and downspouts, routine maintenance of the exterior building surface deterioration caused by normal wear and tear. Any damage to the exterior of the Units above and beyond normal wear and tear shall be the responsibility of the individual Owners to repair and in the event that the Owner does not make such repairs, the Association and its Board of Directors shall have the right to make such repairs and assess the cost of such repairs to the individual Owner and/or file a lien on the Owner's property for the cost of the repairs.

Routine upkeep for normal wear and tear shall not include mechanical devices installed or used in connection with providing heating, ventilation or air conditioning or maintenance to exterior glass surfaces, exterior entrance doors, garage doors, deck doors, patios and decks.

(e) Complete any additional maintenance, repairs or replacement as is provided for in the Bylaws of the Sequoia Residential Home Owners Association or any maintenance, repairs or replacement that the Association determines to be necessary and in the best interest of the Association.

The frequency and times of all Association maintenance, the methods, material and labor to be used, shall be in the sole discretion of the Board of Directors and not subject to the control of any Owner.

In the event that a need for additional or extra maintenance, mowing, watering or the like is caused by or through the willful negligent act of an Owner, his family, guests or invitees, the cost of such additional maintenance, utilities or materials shall be added to and become an additional assessment, in addition to the annual assessment of which such owner's property is subject, and unless paid by or on behalf of said Owner within thirty (30) days after written demand therefore, shall be enforceable and secured by a lien as in the case of said annual assessment.

In the event an owner of any Lot in the Properties not subject to maintenance assessment shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board of Directors, the Association, after approval by two-thirds (2/3) vote of the Board of Directors, shall have the right, through its agents and employees, to enter upon said Lot 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 part of the assessment of which such Lot is subject.

ARTICLE VIII
USE RESTRICTIONS

Section 1. Prohibited Users and Nuisances.

(a) No noxious or offensive trade, business or activity shall be carried on upon any Lot or Parcel, nor shall anything be or become an annoyance or nuisance to the neighborhood.

(b) No trailer, van, recreation vehicle, basement, tent, shack, garage, barn or other outbuilding in the subdivision shall at any time be used as a residence temporarily or permanently, nor shall any residence of a temporary character be permitted,

(c) No structure shall be moved onto any Lot or Parcel in said subdivision unless it meets with the written approval of the Architectural Control Committee or the duly-constituted enforcement agencies as hereinafter provided. No outbuilding or detached garage shall be permitted.

(d) No garage shall be converted for use as living area; and no vehicular garage door shall be removed except to be replaced by another door similarly providing vehicular access.

(e) Wrought iron or equivalent fencing may be installed, with prior approval of the Architectural Review Board, pursuant to written permission obtained before fencing is installed. Privacy fencing may be installed around the perimeter of a patio or deck, pursuant to prior written approval of the Board.

(f) Mail boxes, unless attached to the Dwelling Unit, shall be installed on stands erected by the Developer and maintained by the Association.

(g) All garbage and trash containers shall be kept screened and hidden from view.

(h) No clothes lines of a permanent type may be erected on any Lot or Parcel. No permanent or temporary trash burner shall be erected and trash burning will not be permitted.

(i) No tank for the storage of oil or other fluids may be maintained on any of the properties above the surface of the ground; nor may any Owner undertake drilling or mining activities.

(j) No animals, livestock or poultry of any kind shall be raised, bred, or kept on any of the Properties, except that dogs, cats, or other household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purpose. No more than two (2) dogs and two (2) cats in excess of three (3) months of age may be maintained on the premises. All household pets must be confined to the premises of the Owner. Dogs may be taken off the premises of the Owner when on a leash, in a cage, or in a car or other conveyance. Such pets shall be maintained in such manner as

to not cause property damage, annoyance or nuisance to the neighbors.

(k) No trash, ashes, leaves, grass clippings, tree limbs, brush, or other refuse may be thrown or dumped on any Lot or Parcel in the subdivision.

(l) No radio or television aerial wires or structures shall be kept or maintained on any of the Properties, except within the confines of a Dwelling Unit erected thereon.

(m) No swimming pools may be erected, constructed or maintained on the ground on any of the properties.

(n) Except when entry or exit is in progress, overhead garage doors shall be kept closed at all times.

(o) No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner within the triangular area formed by the public or private street property lines and a line connecting them at points twenty five (25) feet from the intersection of street lines or, in the case of a round corner, from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within ten (10) feet from the intersection of the street property line with the edge of a driveway. No trees shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

(q) No outdoor music shall be so loud as to create a nuisance to adjacent property owners.

Section 2. Building Restrictions. No building material of any kind or character shall be placed or stored upon any Lot or Parcel until the Owner thereof is ready to commence improvements and then the materials shall be placed within the property lines of the Lot or Parcel upon which the improvements are to be erected, and shall not be placed in the streets or between the curb and property line.

After compliance with the first Section of Article VI hereof, any Dwelling Unit erected on any of said lots or Parcels, which Dwelling Unit has been completed, shall be deemed to comply with each and all of the Use Restrictions contained herein, and no action shall be brought to enforce said Restrictions by reason of any violation occurring in the erection of said residence after the same has been completed, anything contained herein to the contrary notwithstanding. The provisions aforesaid shall also apply upon the completion of any addition to any residence and to the completion of the rebuilding, remodeling or repair of any such residence, provided that no such addition, rebuilding or remodeling shall change the residential character of such structure.

No dwelling shall exceed two (2) stories in height without written consent of the

architectural Review Board. Dwelling Units erected on any lot, and on any Parcel, shall contain a minimum of nine hundred (900) square feet of enclosed floor area. The words "enclosed floor area" as used herein shall mean and include, in all cases, areas on the first and second floor of the Dwelling Unit enclosed and finished for all-year occupancy, computed on outside measurements of the residence and shall not mean or include any area in garages, porches, or attics; provide, however, that certain interior areas of the second floor need not be immediately finished 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. Up to 25% of required enclosed floor area may be located on the lower or basement level, provided such areas includes ceiling height, light and ventilation comparable to the first-floor area.

The main body of any Dwelling Unit, including attached garages, attached greenhouses, wells, and porches, enclosed or unenclosed, covered or uncovered, but exclusive of all other projections set forth in (a) through (e) below, erected or maintained on any Lot, shall not occupy more than seventy-five percent (75%) of the width of the Lot on which it is erected, measured in each case on the front building line extended to the side lines of the lots, whichever line is of greater length.

Those parts of the residence which may project to the front of and be nearer to the front street and side streets than the front building lines and the side building lines shown on said plat, and the distances which such may project are as follows:

(a) Window Projections: Bay, bow or oriel, dormer and other projecting windows may project beyond the front building lines and the side building lines not to exceed two (2) feet.

(b) Miscellaneous Projections: Cornices, spoutings, chimneys brackets, pilasters, grillwork, trellises and other similar projections, and any other projections for purely ornamental purposes, may project beyond the front building lines and side building lines not to exceed two (2) feet.

(c) Vestibule Projections: Any vestibule not more than one (1) story in height may project beyond the front building lines and the side building lines not to exceed two (2) feet.

(d) Porch Projections: Unenclosed, covered porches, balconies and *porte cochere* may project beyond the front building lines not to exceed six (6) feet; on corner lots unenclosed, covered porches, balconies and *porte cochere* may project beyond the side building lines not to exceed six (6) feet.

(e) Cantilever Projections: Upper stories on any dwelling may project beyond the front building lines and the side building lines not to exceed two (2) feet. Exterior walls of all buildings, structures, and appurtenances thereto, shall be of brick, stone, stucco, tile, wood shingles, wood siding, wood paneling, glass, hardboard or a combination thereof.

(f) Windows, doors and Louvers: Windows, doors, and louvers shall be of wood or colored metal and glass.

(g) Roofs: Roofs shall be covered with wood shingles, wood shakes, slate or tile or with Certainteed Hallmark shake appearing shingles (or comparable name-brand) featuring a long life and a wood-like appearance approved by the Architectural Review Board. Any building products which may come into general usage for dwelling construction in this area after the date of these restrictions shall be acceptable if approved in writing by the Developer or by the Architectural Review Board.

(h) Exterior Finish: All wood and hardboard exteriors, except roofs and shake sidewalls, shall be covered with a workmanlike finish of paint and/or stain, unless otherwise approved in writing, as above provided. No building shall be permitted to stand with its exterior in an unfinished condition for longer than nine (9) months after commencement of construction. In the event of fire, windstorm, or other damages, no building shall be permitted to remain in damaged condition longer than six (6) months. Any Owner of a structure in violation of this section may, in the discretion of the Association, be assessed a fine of from One Dollar (\$1.00) to One Hundred Dollars (\$100.00) per day for every day the violation continues. The fine provided for herein if not paid when due by said Owner, shall become a lien upon the real estate upon which the structure in violation of this section is located; provided, however, that such lien shall be inferior and subordinate to the lien of any valid first mortgage then existing or which may thereafter be placed upon said real estate. Said fines shall be due thirty (30) days from the date of notification of the then record Owner of any Lot or Parcel upon which the violation occurs, and if not paid within said thirty (30) day period, shall bear interest at the rate of ten percent (10%) per annum until paid. Any such interest accruing shall also be a lien upon the real estate and all such liens may be enforced by the Association in any court in Jackson County, Missouri, having jurisdiction of suit for the enforcement of such liens.

(i) Lawn, Sod or Seed: The entire front, rear and side yards of every Lot in Sequoia Residential, and the unpaved portions of street right-of-ways contiguous

thereto, shall be sodded at the earliest time after construction of a dwelling on said Lot as the weather will permit, and in no instance will seeding or plugging be considered a substitute for such original sodding without the consent in writing of the Association.

Section 3. Boats, Trailers and Motor Vehicles. The following conditions shall apply to the maintenance and storage of boats, trailers and motor vehicles on the Properties.

(a) Unlicensed or inoperative motor vehicles are prohibited.

(b) Overnight parking of motor vehicles, of any type or character, in public streets or grassy areas is prohibited. Motor vehicles shall be parked overnight in garage or on paved driveway only.

(c) Trucks with gross vehicle weight of 12,000 pounds or over are prohibited, except during such time as such truck is actually being used for the purpose for which it is designated.

(d) No trucks or commercial vehicles, boats or other similar water-borne vehicles, house trailers, boat trailers, trailers of every other description, campers or camping units shall be permitted to be parked or to be stored on any Lot or other tract of land used for residential purposes unless they are parked or stored in an enclosed garage or in such other enclosure approved by the Architectural Review Board, except only during periods of approved construction on the land.

(e) No automotive repair or rebuilding shall occur on any of the Properties, except that automotive repairs on a non-commercial basis, and not for hire, may be conducted in any enclosed garage built on the said premises and permitted under other provisions of these restrictions.

Section 4. Signs. The construction or maintenance of yard signs, building or window signs, billboards or advertising structures on any kind of the Properties is prohibited except the following:

(a) A single sign offering a residence for sale or lease may be displayed, but only on Saturday and Sunday afternoons, during the hours of 1:00 p.m. to 5:00p.m.

(b) At all times when such signs are displayed, the selling agent must be on the premises being advertised.

(c) Such signs may not exceed five (5) square feet in area.

(d) Signs posted by a licensed builder, advertising only that builder's new homes, shall be excepted from (a) and (b) above.

(e) Signs displayed in violation of these regulations shall be subject to pickup at the discretion of the Association, which shall have no responsibility for their safekeeping.

(f) Garage sale signs are permitted during the time the sale is being held, provided

such signs are removed during any periods sale is not open to the public.

(g) Entrance markers, street and neighborhood signs, and subdivision promotional signs may be erected and maintained by the Developer or the Association.

Section 5. Residential Use. All Dwelling Units shall be used for private residential purposes exclusively by a natural family or by not more than four unrelated natural persons. Nothing contained in this Declaration shall be construed to prohibit the Developer from the use of any Dwelling Unit or the Common Properties for promotional or display purposes, or as "model homes", or as headquarters for sales, maintenance, construction and management activities.

Section 6. Enforcement-Right to Remove or Correct Violations. In the event any violation or attempted violation of any of the covenants or restrictions contained in this Article VIII, or in Articles V, VI, VII, and IX hereof shall occur or be maintained upon any Dwelling Unit, or in the event of any other conduct in violation of any of the provisions and requirements of this Article VIII, or of Articles V, VI, VII and IX hereof, as the case may be, then the same shall be considered to have been undertaken in violation of said Articles, as the case may be, and without the approval of the Architectural Review Board required herein, and, upon written notice either from the Architectural Review Board or from the Association, such violation shall be promptly removed or abated. In the event the same is not removed, or the violation is not otherwise terminated or abated, within fifteen (15) days (or such shorter period as may be required in any such notice) after notice of such violation is delivered to the Owner of the Dwelling Unit upon which such violation exists, or to the Member responsible for such violation if the same shall be committed or attempted on premises other than the Dwelling Unit owned by such Member, then the Association shall have the right, through its agents and employees (but only after a resolution of the architectural Review Board) to enter upon such Dwelling Unit and to take such steps as may be necessary to remove or otherwise terminate to abate such violation and the cost thereof may be assessed against the Dwelling Unit upon which such violation occurred and, when so assessed, a statement for the amount thereof shall be rendered to the Owner of said Dwelling Unit, at which time the assessment shall become due and payable and a continuing lien upon such Dwelling Unit and a binding personal obligation of the Owner of such Dwelling Unit, in all respects (and subject to the same limitations) as provided in Article III of this Declaration. The Association shall have the further right, through its agents, employees or committees, to enter upon and inspect any Dwelling Unit at any reasonable time for the purpose of ascertaining whether any violation of the provisions of this Article IX or any of the other provisions or requirements of this Declaration, exist on such Dwelling Unit; and neither the Association nor

any such agent or employee shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection. Each and every provision hereof shall be deemed an equitable servitude running with the land and may be specifically enforced. Nothing herein shall be deemed to limit any remedies available to the Association, and the Association may avail itself of any other remedy, at law or in equity, as may be available from time to time.

Section 7. Rules for Use of Common Properties. There shall be no violation of any rules for the use of the Common Properties and all recreational and other common facilities or "house rules" or other community rules and regulations not inconsistent with the provisions of this Declaration which may from time to time be adopted by the Board of directors of the Association and promulgated among the membership by them in writing, and the Board of Directors is hereby and elsewhere in this Declaration authorized to adopt such rules.

ARTICLE IX EASEMENTS

Section 1. Easements for Minor Encroachments. Each Dwelling Unit and all improvements constructed upon the Common Properties shall be subject to an easement created by the construction of any overhang of the structures built by Developer. A valid easement for said encroachment and for the maintenance of same, so long as they stand, shall and does exist. In the event any such improvements are partially or totally destroyed and then rebuilt, the Association and the Owners of each property agree that valid easements shall exist for any encroachment resulting therefrom.

Section 2. Blanket Easement. The Owners of the respective Dwelling Units shall not be deemed to separately own pipes, wires, conduits or other service lines running through their property, which are utilized for or serve other Dwelling Units, but each Owner shall have an easement in and to the aforesaid facilities as shall be necessary for the use, maintenance and enjoyment of his Dwelling Unit. It shall be the obligation of the Association to maintain all sewer lines and facilities within the Common Properties from the exterior of the Dwelling Units to the city sewer main, such lines to be located within such easement areas. All expenses for such maintenance shall be a common expense to be paid by the Association out of funds collected for exterior maintenance pursuant to this Declaration.

Section 3. Easement for Ingress and Egress. Developer hereby dedicates and creates to itself, its successors and assigns, and hereby grants to the Association, its successors and assigns, for the benefit of each Dwelling Unit Owner, an easement for ingress and egress to each

property over and across all of the Common Properties and all recreational and other common facilities. All municipal departments of Lee's Summit, Missouri, including the Animal Control Department; the United States Postal Service; and Public School districts, shall have the privilege of using the common areas for the routine or extraordinary discharge of their duties; either on their own initiative or at the request of a member.

Section 4. Association Easement. Developer hereby establishes and reserves to itself, its successors and assigns, and hereby grants to the Association, its successors and assigns, an easement over, under and across all of the Parcels and the Common Properties subject to this Declaration for the benefit of each Dwelling Unit Owner, for the purpose of executing any of the powers, rights or duties granted to or imposed upon the Association by the terms of this Declaration, or the Articles of Incorporation and By-Laws of the Association.

Section 5. Owner's Use of Easements. No building, planting, or other structure shall be erected or maintained on any part of any area indicated on the plat as "easement" which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through training channels in the easements. The Owners of Lots may erect and maintain a fence, wall or hedge along the property line within such easements, but subject at all times to the prior right to use such area for public or quasi-public purposes. The easement area of the lot shall be maintained continuously by the Lot Owner, except for improvements publicly maintained.

Section 6. Vacation of Easements. The Developer, its successors and assigns, shall have the right at any time to extinguish or vacate such easements as to all or any portion of said property, subject to any agreement regarding use of easements which may be in force at that time, and further subject to approval by the City or the appropriate utility.

ARTICLE X GENERAL PROVISIONS

Section 1. Enforcement. The Association or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenants, or restrictions herein contained, shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain

in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any Lot or Parcel subject to the Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of twenty (20) years from the date of this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years. The covenants and restrictions of this Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety (90) percent of the Lot and Parcel Owners, and thereafter by an instrument signed by not less than seventy-five (75) percent of the Lot and Parcel Owners in good standing. Any amendment must be properly recorded.

Section 4. Developer's Right to Assign. The Developer, by appropriate instrument, may assign or convey to any person, persons, organization or corporation, any or all of the rights, reservations, easements and privileges herein reserved by it and, upon such assignment or conveyance being made its grantees or assigns may, at their option, exercise, transfer or assign such rights, reservations, easement and privileges, or any one or more of them, at any time or times, in the same way and manner as though directly reserved by it or them in this instrument.

Section 5. Limitation of Liability. The Association shall not be liable for any failure of any services to be obtained by the Association or paid for out of the annual assessment funds or for injury or damage to person or property caused by the elements or resulting from water which may leak or flow from any portion of the Common Properties and from recreational and other common facilities, or from any wire, pipe, drain, conduit or the like. The Association shall not be liable to any Member for loss or damage, by theft or otherwise, of articles which may be stored upon the Common Properties and all recreational and other common facilities. No diminution or abatement of assessments, as herein elsewhere provided for, shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements to the Common Properties and all recreational and other common facilities, or from any action taken by the Association to comply with any of the provisions of this Declaration or with any law or ordinance or with the order or directive of any municipal or other government authority.

Section 6. Incorporation by Reference on Resale. In the event any Owner sells or otherwise transfers any Dwelling Unit, any deed purporting to effect such transfer shall contain a provision incorporating by reference the covenants, conditions and restrictions set forth in this Declaration; but failure to include such a provision in any such deed shall not affect the validity, priority or enforceability of the covenants, conditions and restrictions set forth in this Declaration or against such sold or otherwise transferred Dwelling Unit.

Section 7. Articles of Incorporation and By-Laws. Except as specifically set forth in this Declaration, all provisions applicable to notice, voting and quorum requirements for all actions to be taken by the Association shall be as set forth in its Articles of Incorporation and By-Laws, or either, as may be required or permitted by the applicable provisions of Missouri Law. In any event, if any provisions set forth in this Declaration applicable to notice, voting and quorum requirements are in conflict with any provisions of Missouri law applicable to non-profit corporations on the date of this Declaration, or at any time after said date, the applicable provisions of Missouri law shall control.

Section 8. Personal Liability. No member of the Board or any Committee of the Association, or any officer of the Association, or Developer, or the Manager, if any, shall be personally liable to any Owner, or to any other party, including the Association, for any damage loss or prejudice suffered or claimed on account of any act, omission, error or negligence of the Association, the Board, the Manager, if any, or any other representative or employee of the Association, the Developer, or the Architectural Review Board, or any other Committee, or any officer of the Association of the Developer, provided that such person has, upon the basis of such information, as then may be possessed by him, acted in good faith without willful or intentional misconduct. Liability insurance in the amount of \$500,000.00, for the protection of Board Members and the Architectural Control Committee shall be furnished and paid for by this Association.

Section 9. No Dedication to Public Use. Nothing herein contained shall be construed as a dedication to public use, or as an acceptance for maintenance, of any of the Common Properties by any public or municipal agency, authority or utility, and no public or municipal agency, authority or utility shall have any responsibility or liability for the maintenance or operation of any of the said Common Properties.

Section 10. Special Amendments. Developer reserves the right and power to record a special amendment ("Special Amendment") to this Declaration at any time and from time to time (a) to comply with the requirements to 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 Dwelling Units. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to Developer 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 Dwelling Unit and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of, the owner of Developer to make, execute and record Special Amendments. No Special Amendment made by Developer shall affect or impair the lien of any first mortgage upon a Dwelling Unit or any warranties made by an 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 Dwelling Unit.

IN WITNESS WHEREOF, these Declarations are executed by Orchard Park Development LLC and Sequoia Residential Homeowners Association on the date first noted above.

ORCHARD PARK DEVELOPMENT LLC
INC

SEQUOIA RESIDENTIAL HOMEOWNERS ASSOCIATION



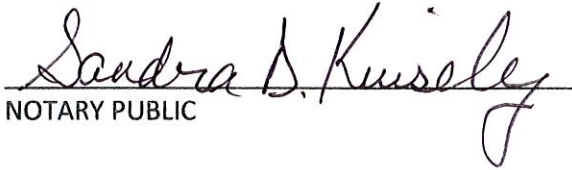
By: Sam J. Burton, Managing Member

By: Sam J. Burton, President

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)
 Henry

BE IT REMEMBERED that on this 16th day of October 2023, before me the undersigned, a Notary Public in and for the County and State aforesaid, came Sam J. Burton, Managing Manager of Orchard Park Development, LLC, and who is personally known to me to be such officer, and who is personally known to me to be the same person who executed the foregoing instrument on behalf of such company, and such person duly acknowledged the execution of the same to be the act and deed of such corporation.

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


NOTARY PUBLIC

My Commission Expires:



STATE OF MISSOURI)
)
COUNTY OF JACKSON) ss.

BE IT REMEMBERED that on this ____ day of April 2020, before me the undersigned, a Notary Public in and for the County and State aforesaid, came Sam J. Burton, President of Sequoia Residential Homeowners Association Inc. and who is personally known to me to be such officer, and who is personally known to me to be the same person who executed the foregoing instrument on behalf of such company, and such person duly acknowledged the execution of the same to be the act and deed of such corporation.

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

NOTARY PUBLIC

My Commission Expires:

**EXHIBIT A
LEGAL DESCRIPTIONS**