

After recording, please return to:
Tailor Made Landing Homeowners Association
1600 SE Hamblen Road
Lee's Summit, MO 64081

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

OF

TAILOR MADE LANDING HOMEOWNERS
ASSOCIATION

Table of Contents

RECITALS	5
ARTICLE I. DEFINITIONS	6
1.1 Additional Charges	6
1.2 Architectural Review Guidelines (or Guidelines).....	6
1.3 Articles.	6
1.4 Assessment.....	6
1.5 Board (or Board of Directors).	6
1.6 Common Property.	6
1.7 Common Expenses.	7
1.8 Declarant.	7
1.9 Development.....	7
1.10 Governing Documents.....	7
1.11 Lot.	7
1.12 Member.	8
1.13 Occupant.....	8
1.14 Owner.	8
1.15 Quorum.	8
1.16 Parcel of Land.....	8
1.17 Restrictions.	8
1.18 Rules.....	9
1.19 Structure.....	9
ARTICLE II. COMMON PROPERTY	10
2.1 Conveyance of Common Property.	10
2.2 Types of Common Property.....	11
2.3 Delegation of Rights of Use.	11
2.4 Rights of Enjoyment.....	11
2.5 Rights and Responsibilities of the Association.....	11
ARTICLE III. HOMEOWNERS ASSOCIATION.....	13
3.1 Purpose, Powers, and Duties of the Association.	13
3.2 Membership in the Association.....	13
3.3 Voting Rights.....	13
3.4 Voting Procedures.	13
3.5 Board of Directors.	13

3.6	Suspension of Membership.....	14
3.7	Termination of Membership.	14
3.8	Association Rules.....	14
3.9	Insurance.....	14
3.10	Control by Declarant and Appointment of the Board.....	15
3.11	Association Fees.....	15
3.12	Dissolution.....	15
	ARTICLE IV. ASSESSMENTS AND LIENS	16
4.1	Covenants for Assessments, Creation of Lien, and Personal Obligation.....	16
4.2	Purpose of Assessments.....	16
4.3	Initiation Fee and Annual Assessment.....	17
4.4	Special and Parcel Assessments.....	17
4.5	Specific Assessments.....	18
4.6	Assessment Procedure.	18
4.7	Uniform Rate of Assessment.	19
4.8	Delinquent Assessments.....	19
4.9	Accumulation of Funds Permitted.	20
4.10	Certificate of Payment.....	20
	ARTICLE V. MAINTENANCE OF PROPERTY	21
5.1	Association Maintenance Responsibilities.....	21
5.2	Association Liability.	21
5.3	Declarant Maintenance Responsibilities.....	21
5.4	Declarant Failure to Maintain Property.	22
5.5	Cooperative Maintenance Obligations.....	22
5.6	Compliance with Architectural Revisions.	22
5.7	Authority for Entry of Lot.....	22
	ARTICLE VI. ARCHITECTURAL REVIEW COMMITTEE.....	23
6.1	Creation and Composition of Architectural Review Committee.	23
6.2	Purpose, Powers, and Duties of the ARC.....	23
6.3	Officers, Subcommittees, and Compensation.....	23
6.4	Operations of the ARC.....	23
6.5	Architectural Review Guidelines.....	24
6.6	Submission of Plans and Specifications.....	25
6.7	Approval of Plans.....	25

6.8	Disapproval of Plans.....	26
6.9	Obligation to Act.....	26
6.10	Violations.	26
6.11	Certification of Compliance.	27
6.12	Fees.....	27
ARTICLE VII. COVENANTS AND RESTRICTIONS.....		28
7.1	General.....	28
7.2	Siding Requirements.....	28
7.3	Pets.....	28
7.4	Nuisances.....	28
7.5	Firearms.....	29
7.6	Antennas and Dishes.....	29
7.7	Residential Use.....	29
7.8	Vehicles.....	29
7.9	Driveways.....	29
7.10	Traffic Regulations within the Development.....	29
7.11	Leasing.....	30
7.12	Occupants.....	30
7.13	Minimum Size of Structure.....	30
7.14	Intersection Maintenance.....	30
7.15	Garbage Cans.....	30
7.16	Waste.....	30
7.17	Sheds.....	30
7.18	Clotheslines.....	31
7.19	Subdivision of Lot.....	31
7.20	Utility Lines.....	31
7.21	Air Conditioning Units.....	31
7.22	Flags and Yard Ornaments.....	31
7.23	Signs.....	31
7.24	Landscaping.....	31
7.25	Trees.....	32
7.26	Recreational Equipment.....	32
7.27	Solar Panels.....	32
7.28	Retention Ponds.....	32

7.29	Mailboxes	33
7.30	Fences.....	33
7.31	Lighting.....	33
7.32	Maintenance.....	33
8.1	Easement for Improvements and Repairs.....	34
8.2	Easement for Entry.....	34
8.3	Easement for Maintenance.....	35
8.4	Easement for Encroachment and Overhang.....	35
8.5	Easement for Utilities and Public Services.....	35
ARTICLE IX. ENFORCEMENT		37
9.1	Right of Enforcement.....	37
9.2	Right of Abatements.....	37
ARTICLE X. DURATION AND AMENDMENT		38
10.1	Duration.....	38
10.2	Amendments by Declarant.....	38
10.3	Amendments by Association.....	39
ARTICLE XI. INSURANCE AND CASUALTY LOSS.....		40
11.1	Insurance on Common Property.....	40
11.2	Declarant Insurance.....	41
11.3	Damage and Destruction Covered by Association.....	41
11.4	Damage and Destruction Covered by Declarant.....	41
11.5	Insurance Deductible.....	42
11.6	Annual Review of Policies.....	42
ARTICLE XII. MISCELLANEOUS		43
12.1	Severability.....	43
12.2	No Liability.....	43
12.3	Notices.....	43
12.4	Books and Records.....	43
12.5	Merger or Consolidation.....	44
12.6	Notice of Sale or Lease.....	44
12.7	Agreements.....	44
12.8	Implied Rights.....	44

RECITALS

This Declaration is made as of November 1, 2023 by Tailor Made Industries, LLC and Tailor Made Fieldhouse, LLC, hereinafter referred to as "Declarant."

WITNESSETH

WHEREAS, Declarant are the owners of certain real properties situated in Land Lot *{number and location}* and being recorded *{date, document number, book number, and page number}* in the official records of Jackson County, Missouri; as more particularly described in exhibit A and

WHEREAS, Declarant intends to develop on lands, including the real property described above, a development to be known as Tailor Made Landing hereinafter referred to as the "Development"; and

WHEREAS, Declarant has caused the Association (as hereinafter defined) to be formed as a nonprofit civic organization to perform certain functions for the common good and general welfare of the owners (as hereinafter defined);

THEREFORE, the Declarant hereby declares that all of the property described above shall be held, sold, and conveyed subject to this Declaration of Covenants, Conditions, and Restrictions, which is for the purpose of maintaining the value and desirability of the development, and be binding on all parties having any right, title, or interest in described property or any part thereof, and shall subject said parties to all limitations herein provided, and inure to the benefit of each owner, their heirs, grantees, devisees, successors, and assigns and to the benefit of the Association.

ARTICLE I. DEFINITIONS

1.1 Additional Charges.

“Additional Charges” means all costs, fees, charges, and expenditures, including interest, late fees, legal fees, recording, and filing fees, and all other costs incurred by the Association in collecting or enforcing payment, fines, or penalties of any kind.

1.2 Architectural Review Guidelines (or Guidelines).

“Architectural Review Guidelines” or “Guidelines” means the architectural review committee, appointed by the board, responsible for architectural review, approval, and control of the improvements within the development.

1.3 Articles.

“Articles” means the Articles of Incorporation of the TAILOR MADE LANDING Homeowners Association, as they may be amended from time to time, as filed with the Office of the Secretary of Missouri.

1.4 Assessment.

“Assessment” means a charge levied by the Association against an owner and their lot.
“Assessment” includes:

- (a) Regular Assessments
- (b) Enforcement Assessments
- (c) Reimbursement Assessments
- (d) Special Assessments

1.5 Board (or Board of Directors).

“Board” or “Board of Directors” means the governing body of the Association.

1.6 Common Property.

“Common Property” means all real and personal property owned by the Association, and in certain instances, over which the Association has been granted permanent easements, for the common use and enjoyment of Owners.

1.7 Common Expenses.

“Common Expenses” means the anticipated and actual expenses of operating the development and any reasonable reserve for such purposes as determined by the board and the Governing Documents.

1.8 Declarant.

“Declarant” means Tailor Made Industries, LLC and Tailor Made Fieldhouse, LLC,; their successors-in-title and assigns, provided any such successors-in-title or assigns shall acquire for the purpose of development or sale, and provided further, that in a written instrument, such successor in title is expressly assigned all the rights, privileges and options herein reserved to Declarant by the Declarant as hereunder defined at the time of such conveyance; or should any of the property or the additional property become subject to a first mortgage given by Declarant shall inure to the benefit of the holder of the first mortgage upon its becoming the actual owner of the property and additional property then subject to the first mortgage through a judicial foreclosure or sale made pursuant to any power of sale contained in the mortgage or by a transfer of deed in lieu of foreclosure. All rights, privileges, and options reserved for the declarant may be transferred to the successor in title of any acquired property, provided any such successor in title shall acquire for the purpose of development or sale, including a portion of such property, that in a written instrument, such successor in title is expressly assigned all rights, privileges, and options herein reserved to Declarant by the Declarant as defined at the time of such conveyance.

1.9 Development.

“Development” means all real property, including all structures and improvements erected or to be erected, as well as other real property brought within the jurisdiction of the Association and subject to this Declaration.

1.10 Governing Documents.

“Governing Documents” means the articles, bylaws, declaration, rules and policies, and resolutions adopted by the board.

1.11 Lot.

“Lot” means any parcel of land shown upon a subdivision plat recorded in the Office of the Clerk of the Circuit Court of Jackson County Missouri, covering any portion of the property, as such boundaries may be modified in accordance with this Declaration; provided that no portion of the Common Property shall ever be a lot, except as provided in Article II.

1.12 Member.

“Member” means Tailor Made Industries, LLC and Tailor Made Fieldhouse, LLC, and any subsequent owner of land legally described in the development.

1.13 Occupant.

“Occupant” means any person occupying all or any portion of any parcel of land located within the Development for any period of time, regardless of whether such person is a tenant or the owner of such property.

1.14 Owner.

“Owner” means the record owner, whether one or more persons or entities, of a fee simple title to any lot; provided that where fee simple title has been transferred and is being held merely as the security for the repayment of a loan, the person or entity who would own the lot in fee simple if such loan were paid in full shall be considered the owner.

1.15 Quorum.

“Quorum” means the presence at any meeting, in person or by proxy, of members entitled to cast at least 66.67% of the total voting power and shall constitute a quorum for the transaction of any business, except the quorum requirements for annual assessments and special assessments stated in ARTICLE IV of the Declaration.

1.16 Parcel of Land.

“Parcel of land” means any vacant lot or structure and the lot on which it is situated is intended for independent use and occupancy as a of any parcel of land for a single family. A structure and the lot upon which it is situated shall not become a of any parcel of land until a certificate of occupancy has been issued by the appropriate governmental authorities as a prerequisite to the occupancy of such of any parcel of land and until the lot and structure located thereon have been conveyed to a third party other than the builder thereof. The owner of the of any parcel of land shall notify the Association of its designee immediately upon issuance of a certificate of occupancy for the of any parcel of land.

1.17 Restrictions.

“Restrictions” means all covenants, restrictions, easements, charges, liens, and other obligations created or imposed by this Declaration.

1.18 Rules.

“Rules” means the rules and regulations governing the use, occupancy, management, administration, and operation of the Development, or any part thereof as adopted and published by the board of directors from time to time, and the Architectural Review Guidelines adopted by the Architectural Review Committee (ARC) from time to time.

1.19 Structure.

“Structure” means:

(a) Any thing or object the placement of which upon any lot may affect the appearance of such lot, including by way of illustration and not limitation, any building or part thereof, garage, porch, shed, greenhouse or bathhouse, coop or cage, covered or uncovered patio, deck, swimming pool, dock, fence, driveway, curbing, paving, wall, tree, shrub (and all other forms of landscaping), sign, signboard, temporary or permanent living quarters (including house trailer), or any other temporary or permanent improvement to such lot;

(b) Any excavation, grading, fill, ditch, diversion dam, or other thing or devise which affects or alters the natural flow of surface waters from, upon or across any lot, or which affects or alters the flow of any waters in any natural or artificial creek, stream, wash or drainage channel from, upon or across any lot; and

(c) Any change in the grade at any point on a lot of more than 6 inches, whether or not subsection (b) of this section applies to such change.

ARTICLE II. COMMON PROPERTY

2.1 Conveyance of Common Property.

(a) The Declarant may, from time to time, convey to the Association or grant easements to the Association, at no expense to the Association and in accordance with the section, real and personal property for the common use and enjoyment of the owners, and to the extent set forth in the Declaration of Covenants, Restrictions, and Easements. The Association hereby covenants and agrees to accept from the Declarant all such conveyances of Common Property and the property shall thereafter be Common Property to be maintained by the Association for the benefit of all its members. Any such conveyance of Common Property by Declarant to the Association will be subject to all of the covenants and restrictions set forth in this Declaration, as amended, ad valorem taxes for the current year, all easements to which the Common Property is subject, general utility easements serving or crossing the Common Property, and all easements, licenses and other rights granted in and to the Common Property pursuant to the provisions of this Declaration, as amended.

(b) It is contemplated by the Declarant that the Declarant will convey to the Association Common Property for scenic and area preservation and for general recreational use. The Declarant may, at Declarant's sole discretion, modify, alter, increase, reduce, or change the Common Property contemplated to be conveyed to the Association in accordance with this subsection (b) of this section 2.1 at any time prior to conveyance of such Common Property to the Association.

(c) In addition to the property described in subsection (b) of section 2.1, the Declarant may convey to the Association such other real and personal property as the Declarant may determine to be necessary or proper for the completion of the Development.

(d) Notwithstanding any legal presumption to the contrary, the fee title to, and all rights in, any portion of the Property owned by the Declarant and designated as Common Property or designated for public use shall be reserved to the Declarant until such time as the same shall be conveyed to the Association or to any municipality or other governmental body, agency or authority.

(e) Retention ponds, lakes, and dams shall, without limitation, be included in the property that may be conveyed by Declarant and shall be accepted by the Association. Declarant shall be required to make any improvements at all to the property to be conveyed and accepted pursuant to this section, including, without limitations, dredging or otherwise removing silt from any retention pond or lake that may be conveyed.

2.2 Types of Common Property.

At the time of the conveyance of any real property or grant of easement by the Declarant to the Association to be used as Common Property, the Declarant shall designate in the deed of conveyance or easement that such real property is to be Common Property, and further may designate in the deed of conveyance or easement the specific or general purpose(s) for which the real property, or any portion of it, may be used, and in such event, the entirety or portion of the real property shall not be used for any different purpose(s) without the written consent of 2/3 vote of the members of the Association and Declarant during the period when the Declarant has the right to appoint members to the board.

2.3 Delegation of Rights of Use.

Any Declarant may delegate to the members of their family, or their tenants, in accordance with the bylaws, their right to use and enjoy the Common Property.

2.4 Rights of Enjoyment.

Every owner shall have a right and easement to use and enjoy the Common Property in accordance with the restrictions and subject to the rules and regulations adopted by the Association, which shall be appurtenant to and shall pass with the title to every lot upon transfer, provided that no owner does anything that interferes with the free use and enjoyment of the Common Property by all other owners. The Association may permit persons who are not owners to use and enjoy some or all of the Common Property, subject to limitations, and upon such terms and conditions, as it may from time to time establish. The right and easement of enjoyment granted or permitted by this section is subject to suspension by the Association, as provided in section 2.5.

2.5 Rights and Responsibilities of the Association.

The rights and privileges conferred in section 2.4 shall be subject to the rights of the Association acting through the board to:

(a) Promulgate rules and regulations relating to the use, operation, and maintenance of the Common Property;

(b) Borrow money for the purpose of carrying out the activities of the Association, including the acquisition, construction, improvement, equipping and maintenance of Common Property, and in aid thereof to encumber by deed to secure debt, mortgage or other security interest any or all of the Association's property including Common Property and revenues from assessments, user fees, and other sources; and provided that the Association shall not deed, grant or convey to anyone any mortgage, deed to secure debt or other security interest on or in Common Property

constituting real estate without approval by a 2/3 vote of the members of the Association, and declarant during the period when the Declarant has the right to appoint members of the board;

(c) Grant easements or rights-of-way over Common Property to any municipality or other governmental body, agency or authority, to any quasi-public agency, or to any utility company or cable television system;

(d) Dedicate or transfer some or all of the Common Property or interests therein to any municipality or other governmental body, agency or authority for such purposes and subject to such provisions and conditions as may be agreed upon by the Association and such grantee, including a provision that such property or interest shall, if such dedication or transfer is approved by a 2/3 vote of the members of the Association, cease to be subject to this Declaration or all or any part of the Restrictions while held by any such municipality or other governmental body, agency or authority;

(e) Charge reasonable fees in connection with the admission to and use of facilities or services by members and non-members; provided that in settling any such fee, the board may establish reasonable classifications which shall be uniform within each such class but need not be uniform between such classes;

(f) Suspend the voting rights of any member and the rights of enjoyment granted or permitted by section 2.4;

(g) Sell, lease or otherwise convey all or any part of its properties and interests therein;

(h) Enforce all applicable provisions of valid agreements of the Association relating to the Common Property of any part thereof; and

(i) Maintain any and all landscaping treatments previously installed by the Declarant, to the extent that such landscaping is not otherwise maintained by the appropriate county and/or municipal entity having jurisdiction over the roads serving the property.

ARTICLE III. HOMEOWNERS ASSOCIATION

3.1 Purpose, Powers, and Duties of the Association.

The Association has been formed as a non-profit civic organization for the sole purpose of performing specific functions for the common good and general welfare of the people of the Development. The Association shall have no power or duty to do or perform any act or thing that goes against the common good and general welfare of the people of the development. To the extent necessary to carry out such purpose, and subject to any limitations contained in this Declaration, the Association shall have all of the powers of a corporation organized under the laws of the state of Missouri relating to non-profit corporation rules or code and shall have the power and duty to exercise all of the rights, powers, and privileges, and to perform all of the duties and obligations of the Association as set forth in this Declaration.

3.2 Membership in the Association.

Every Declarant shall automatically be a member of the Association, and such membership shall terminate only as provided in this Declaration of Covenants, Restrictions, and Easements.

3.3 Voting Rights.

(a) Each Declarant shall be a member and shall be entitled to 1 vote per lot owned by such Declarant. Where the Declarant is more than 1 individual person, the vote on behalf of such Declarant shall be exercised only by such individual or group of persons as one vote and delivered to the Secretary of the Association.

3.4 Voting Procedures.

The procedures for the election of Directors of the Association and the resolution of such other issues as may be brought before the membership of the Association shall be governed by this Declaration, under the laws of the state of Missouri relating to non-profit corporation laws or codes, the Articles of Incorporation of the Association, and the bylaws of the Association, as each shall, from time to time, be in force and effect.

3.5 Board of Directors.

The affairs of the Association shall be managed by a board of directors. The number of directors and the method of election of directors shall be as set forth in the bylaws of the Association.

3.6 Suspension of Membership.

The board may suspend the voting rights of any member, and the right of enjoyment of the Common Property of any person who shall be:

(a) subject to the Right of Abatement;

(b) delinquent in the payment of any assessment levied by the Association pursuant to the provisions of Article IV; or

(c) in violation of any of the rules and regulations of the Association relating to the use, operation, or maintenance of Common Property.

Such suspension shall be for the balance of the period in which said member shall remain in violation, breach, or default, as aforementioned, except in the case of a violation described in subsection (c) of this section. The suspension may be for a period not to exceed 60 days after the resolution or termination of such violation. No such suspension shall prevent an owner's ingress to or egress from their lot.

3.7 Termination of Membership.

Membership shall cease only when a person is no longer an owner of a lot on the development.

3.8 Association Rules.

The board shall have the power and authority to establish, promulgate, amend, repeal, and enforce such rules and regulations, as the board deems necessary for the management and operation of the Development and the conduct of business and affairs of the Association. The rules may concern, but need not be limited to, matters pertaining to the use of shared amenities, pets, signs, minimum standards for maintenance of property, and any other subject matter within the jurisdiction of the Association as provided in the Governing Documents or bylaws.

3.9 Insurance.

The board shall procure and maintain liability insurance and property insurance as it deems adequate. The minimum limits of such insurance shall be determined by the board, after consulting with the Association's insurance agent or insurance professional. The minimum limits shall be established to provide such coverage and protection as is customarily carried by associations of similar developments in Lee's Summit, Jackson County, Missouri. The board shall review the limits and coverage of such insurance annually and shall increase or adjust, if necessary, to provide adequate coverage and protection.

3.10 Control by Declarant and Appointment of the Board.

The board of the Association shall consist of 3 members. Notwithstanding any other language or provision to the contrary in this Declaration, the Articles of Incorporation, or the bylaws of the Association, the Declarant hereby retains the right to appoint all members to the board. The right of Declarant to appoint members of the board also includes the right to remove and replace their appointees:

Each owner, by acceptance of a deed to or other conveyance of a parcel vests in Declarant such authority to appoint and replace directors and officers of the Association as provided in the section. The Association may exercise any other right or privilege given to it expressly by this Declaration or by law and any other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

3.11 Association Fees.

Association fees shall be assessed against all Declarants and shall be calculated based on the annual Jackson County valuation of each parcel based on the Board of Equalization.

3.12 Dissolution.

Dissolution of the Association is prohibited without first obtaining unanimous written approval from the Declarants.

ARTICLE IV. ASSESSMENTS AND LIENS

4.1 Covenants for Assessments, Creation of Lien, and Personal Obligation.

Each Declarant hereby covenants and agrees for themselves, their heirs, distributees, legal representatives, successors and assigns, by acceptance of a deed for a lot, whether or not the covenants contained hereby shall be expressed in any such deed, as follows:

- (a) To pay the Association the annual assessments levied by the Association pursuant to this Declaration against all lots owned by them;
- (b) To pay the Association any special assessments required for capital improvements or other charges levied by the Association pursuant to this Declaration against all lots owned by them;
- (c) There is a continuing charge and lien upon all lots owned by them against which all such assessments are made to secure payment of such assessments and any penalties and interest thereon as provided in section 4.8 hereof, and costs, including reasonable attorney fees;
- (d) Continuing charge and lien on such lots binds the lots of the then owner, their heirs, devisees, legal representatives, successors, and assigns. Such charge and lien take precedence to any and all charges, liens, or encumbrances which may hereafter, arise or be imposed on such lots, except:
 - Such liens for taxes or other public charges, as are by applicable law, made superior; and
 - All deeds to secure debt, given to secure a loan, the proceeds of which are used to purchase a lot or lots and to finance the construction, repair or alteration of structures;
- (e) That no sale or transfer at foreclosure or in lieu of foreclosure shall relieve a lot or lots from liability for any assessment already assessed;
- (f) That all annual and special assessments (together with interest and costs of collection) levied against any lot owned by the Declarant shall be, in addition to there being a continuing lien and charge against the lot as provided in this section, a personal obligation which will survive any sale or transfer of the lot or lots belonging to the Declarant. The personal obligation for delinquent assessments shall pass to an owner's successor in title.

4.2 Purpose of Assessments.

The assessments levied by the Association shall be used exclusively for the purpose of providing for the common good and general welfare of the people of the community of the Development, including, but not limited to, maintenance or improvement of Common Property, security, the

enforcement of the Restrictions, the enforcement of the Review Standards of the ARC, and operating costs and expenses of the Association.

4.3 Initiation Fee and Annual Assessment.

(a) Each of any parcel of land shall be subject to an initiation fee of \$100, as may be charged by the board from time to time, which shall not be prorated, and an initial maximum annual assessment as may be set by the board from time to time, in accordance with the procedure set forth herein, which may be prorated in accordance with the number of days in the assessment year such of any parcel of land existed and as may be adjusted pursuant to subsections 4.3 (b) and (c). Assessment year means the calendar year, and the first assessment year means the year in which Declarant has completed all improvements it deems necessary.

(b) Commencing with the first assessment year and continuing thereafter, without a vote of the membership, the annual assessment for all owners may be calculated by a determination of the total obligation of the owners for the expenses and obligations described in paragraph 5.1, as reasonably defined by the board, (ie. Common property, Landscaping, Private roads, Maintenance of private roads, Entry gates, walls, and monuments, which the Association will maintain and repair, Common driveways: main entrance drive lane. Maintenance of common driveways shall include snow clearing and removal. The frequency, method, and manner of such clearing and removal shall be left to the discretion of the board, etc)

(c) Initiation fee and Annual Assessment may be increased at any time, and from time to time during each assessment year by not more than 10% above the annual assessment for the previous assessment year without a vote of the membership.

(d) Commencing with the first assessment year and continuing thereafter, the annual assessment for each assessment year may, at any time and from time to time, be increased by more than 10% if such increase is approved by a 2/3 vote of the members of the association.

4.4 Special and Parcel Assessments.

In addition to the annual assessments authorized by this article, the Association may levy, in any assessment year, and with such frequency as the Association deems necessary, special assessments for the purpose of paying in whole or in part, any unanticipated operating costs, or repair or replacement of a capital improvement on the common property. Special assessments may be levied by the board in any assessment year without the approval of the members, so long as special assessments in the aggregate do not exceed an amount equal to the annual assessment then in effect. Special assessments exceeding said amount shall require the approval of a 2/3 vote of the members of the Association.

4.5 Specific Assessments.

The board may specifically assess Declarants for the following expenses incurred for maintenance and repair of items which are the maintenance responsibility of the Association:

- (a) Expenses of the Association which benefit less than all of the parcel of lands shall be assessed equitably among all of the parcel of lands;
- (b) Reasonable fines may be imposed in accordance with terms of the Declaration and bylaws.

4.6 Assessment Procedure.

(a) The board shall establish the annual assessment for each assessment year at an amount not exceeding the maximum annual assessment as determined by the provisions of this article. The annual assessment will be due and payable on January 15th of each year, and this date will be referred to as the due date. The board shall also establish an annual budget that will list the estimated operating expenses and shall contain an amount to be set aside each year into a reserve fund to be used for future repair and replacement of the common property. In no event shall the board be required to provide for a reserve sufficient to cover all future repair and replacement costs of the common property, it being intended that a portion of such costs will be covered by special assessment. The board shall ensure the Association sends to each owner, at least 30 days in advance of the due date, a written notice stating the amount of the annual assessment, and the due date. The annual assessment is due on the 30th day following such written notice, or the due date, whichever is later. The board may establish reasonable payment procedures to allow or require payment of the annual assessment in installments during the assessment year. The board shall also establish payment procedures for payment of any special assessments for capital improvements, which may be levied in accordance with the provisions of this article.

(b) All members of the Association shall be given written notice by the board no less than 30 days, and no more than 60 days in advance of any meeting of the members of the Association at which the board shall propose taking action pursuant to this article. Such written notice shall specify under which section(s) the board will propose action. At such a meeting, the presence of members or proxies entitled to cast 66.67% of the total votes outstanding shall constitute a quorum. If a quorum is not met, a second meeting may be called by the board subject to the same notice requirement, and the required quorum at the second meeting shall be 66.67% of the total votes outstanding. No such second meeting shall be held more than 60 days following the first meeting. If a quorum is not reached at the second meeting, the board may take such action without the approval of the members. A minimum vote of 66.67% of all of the votes of the Association is required to disapprove the Association's annual budget, notwithstanding quorum requirements.

(c) Notwithstanding anything to the contrary in the Declaration, no special or parcel assessment shall be made without the approval of Declarant for so long as Declarant has the right to appoint members of the board.

4.7 Uniform Rate of Assessment.

Both annual and special assessments must be fixed at a uniform rate for all parcel of lands within the Development. Parcel assessments must be fixed at a uniform rate for all parcel of lands within a parcel.

4.8 Delinquent Assessments.

Any assessment which is not paid on or before the due date shall automatically subject the payor thereof to a late fee of \$50 of said assessment, which shall immediately be due and payable, and shall bear interest after the due date at the lower of the highest legal rate which can be charged, or the rate of 18% per annum or at such rate as the board may, from time to time, establish. In no event shall the board have the power to establish a rate of interest in violation of the laws of the state of Missouri.

In the event of default in the payment of any one or more installments of an assessment, the board may declare any remaining balance of the assessment at once due and payable. In the event that an Declarant fails to pay fully any portion of any assessment by the due date, such unpaid portion, together with interest and costs of collection, shall be a binding personal obligation of such Declarant as well as a lien on the Declarants of any parcel of land enforceable in accordance with the provisions of this Declaration. In addition to all other legal remedies, either in law or equity and not in limitation thereof, the Association may institute rights to collect such past-due assessments and/or to foreclose its lien. Each owner, by acceptance of a deed or as a party to any other type of a conveyance, vests in the Association or its agents the right and power to bring all actions against such owner personally, for the collection of such charges as a debt or to foreclose the aforementioned lien in the same manner as other liens for the improvement of real property. The Association, acting on behalf of the owners, shall have the power to bid on the lot at any foreclosure sale or to acquire, hold, lease, mortgage or convey the same. The lien provided in this article shall be in favor of the Association and shall be for the benefit of all other owners.

No Declarant may waive or otherwise exempt themselves from liability for the assessments provided for herein, including by way of illustration, but not limited to, abandonment of the lot. No diminution or abatement of any assessment shall be claimed or allowed by reason of any alleged failure of the Association to take some action or perform some function required to be taken or performed by the Association under this Declaration or the bylaws, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association, or from any action taken by the Association to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority, the obligation to pay assessments being a separate and independent covenant on the part of each owner.

All payments shall be applied first to costs, then late charges and then to interest, and finally delinquent assessments.

4.9 Accumulation of Funds Permitted.

The Association shall not be obligated to spend in any calendar year, all the sums collected in such year by way of annual assessments or otherwise, and may carry forward, as surplus, any balances remaining. Furthermore, the Association is not obligated to apply such surplus to the reduction of the amounts of the annual assessments in any succeeding year but may carry forward from year to year such surplus as the board may deem to be desirable for the greater financial security of the Association and the effectuation of its purpose.

4.10 Certificate of Payment.

Upon written demand by an owner, the Association shall, within 10 working days, issue a written certificate to the owner stating that all assets (including penalties, interests, and costs) have been paid with respect to any lot belonging to the owner as of the date of such certificate, or that all assessments, interests, and costs have not been paid, setting forth the amount then due and payable.

The Association may make a reasonable charge for the issuance of such a certificate. Any such certificate that is issued to a Declarant shall be conclusive and binding with regard to any matter therein stated as between the Association and any bona fide purchaser of, or lender on, the lot in question.

ARTICLE V. MAINTENANCE OF PROPERTY

5.1 Association Maintenance Responsibilities.

The Association is responsible for maintaining:

- (a) Common property, including making improvements.
- (b) Landscaping located within the common property, at the entrances of the Development, and any landscaping located on the Development bordering Hamblen Road and Northern border of Retention Pond.
- (c) Private roads servicing the lots, including any multiple party roads servicing lots, and the emergency access roads providing fire escape routes for the Development. Maintenance of private roads shall include snow clearing and removal. The frequency, method, and manner of such clearing and removal shall be left to the discretion of the board.
- (d) Entry gates, walls, and monuments, which the Association will maintain and repair.
- (e) Common driveways: main entrance drive lane. Maintenance of common driveways shall include snow clearing and removal. The frequency, method, and manner of such clearing and removal shall be left to the discretion of the board.

5.2 Association Liability.

Except as specifically provided in this article, the Association is not responsible or liable for any maintenance, repair, or replacement of a lot or any improvement thereon, except to the extent that the need for such maintenance, repair, or replacement results from the gross negligence of the Association.

5.3 Declarant Maintenance Responsibilities.

(a) Lots/parcels shall be maintained, repaired, and replaced by Declarants, except for items listed in subsection 5.1. Declarants are responsible for, but not limited to, maintaining:

- Roofs
- Fences
- Exterior building surfaces and lighting
- Exterior doors and windows
- All yard areas not expressly maintained by the Association
- Plants and irrigation
- Drainage, draining facilities, and erosion
- Parking lots, curbs, sidewalks, and parking lot lights

(b) Pests or organisms that destroy wood;

(c) Fixtures, personal and common property which are to be maintained by the Declarant. Even if these things are damaged by an element maintained by the Association, the Declarant must pay for repairs unless the cause is the gross negligence of the Association.

5.4 Declarant Failure to Maintain Property.

The board has the power to determine whether any maintenance, repair, or replacement which is the responsibility of a Declarant, is necessary to preserve the appearance and the value of the property comprising the Development, or any portion thereof, and may notify a Declarant of the work the board deems necessary. In the event that a Declarant fails to perform the work within a reasonable and specified amount of time after the Declarant has received a written notice from the board, the board may, after the right of a hearing, cause such work to be done and charge the cost to the Declarant as a reimbursement assessment.

5.5 Cooperative Maintenance Obligations.

To the extent necessary to accomplish the Association's maintenance and repair obligations, Declarants shall cooperate with the Association in the prosecution of its work.

5.6 Compliance with Architectural Revisions.

A Declarant's right and responsibility for maintaining, repairing, or replacing any portion of their lot, including landscaping, shall be subject to any applicable provisions of the Governing Documents relating to landscaping and architectural guidelines.

5.7 Authority for Entry of Lot.

The Association may enter any lot, whenever such entry is necessary for the Association to maintain, repair, or replace something that it is responsible for maintaining. 24 hours notice will be given in writing to the owner before entry. The board may authorize the Association to enter any lot to perform emergency repairs that are necessary for safety reasons or to prevent or stop damage to the lot or common property. The cost of performing emergency repairs shall be charged to the owner as a reimbursement assessment. Such entry shall be made with as little inconvenience to the owner as possible, and only upon reasonable advance written notice of no less than 24 hours, unless the emergency situation must be addressed immediately.

ARTICLE VI. ARCHITECTURAL REVIEW COMMITTEE

6.1 Creation and Composition of Architectural Review Committee.

(a) An architectural review committee (ARC) shall be established, consisting of no less than 3, and no more than 3 individuals. The ARC must have an uneven number of members. The board shall appoint the members of the ARC. All operating costs are at the discretion of the Declarant and will be borne by the Association.

(b) Each initial member of the ARC shall be appointed for a term, expiring on 36 months. After this date, each ARC member shall be appointed for a calendar-year term. If any vacancy shall occur in the membership of the ARC, the remaining members shall continue to act and such vacancy shall, subject to the provisions of this section, be filled by the Declarant, or board if they have the right to appoint ARC members, at the earliest possible time. Any ARC member has the right to resign at any time by giving written notice of such resignation to the chairperson of the ARC. Such resignation shall take effect once the chairperson receives the resignation. Any member of the ARC may be removed without cause by the Declarant while the Declarant has the power to appoint members of the ARC, or the board if they have the right to appoint ARC members, pursuant to this section.

6.2 Purpose, Powers, and Duties of the ARC.

The purpose of the ARC is to assure that any installation, construction or alteration of any structure on any lot shall be submitted to the ARC for approval as to whether the proposed installation, construction, or alteration conforms with the design and general quality of the existing standards of the neighborhood and with the standards of the Development. The ARC shall have all of the powers and duties necessary to accomplish such purpose, without being limited to the power and duty to approve or disapprove plans and specifications for any installation, construction, or alternation of any structure on any lot.

6.3 Officers, Subcommittees, and Compensation.

The members of the ARC shall appoint a chairperson from among them and may appoint other officers and subcommittees of ARC members as they shall determine necessary. ARC members shall be reimbursed by the Association for travel expenses and other reasonable out-of-pocket expenses incurred while performing their duties.

6.4 Operations of the ARC.

(a) Meetings. The ARC shall hold regular meetings at least once every 12 months, or more often as may be established by the ARC. Special meetings may be called by the chairperson at any

time and shall be called upon the written request of a majority of the members of the ARC. The meeting time and location shall be determined by the committee. Notice of each regular or special meeting shall be mailed to each member at least 3 days before the meeting is to be held. Notice of regular and special meetings need not specify the purpose for which the meeting is called.

The presence of the majority of ARC members shall constitute a quorum for the transaction of business. In the absence of a quorum, any member of the ARC present at the meeting may adjourn the meeting until a quorum is present. The ARC shall maintain both a record of votes and minutes for each of its meetings. Records and minutes shall be made available at reasonable places and times for inspection by members of the Association, and the secretary. Any action required to be taken at an ARC meeting may be taken without a meeting if written consent, setting forth the action so taken, is signed by all members of the ARC and be filed within the minutes of the proceedings of the ARC. Such consent shall have the same force and effect as a unanimous vote, and may be stated as such in any document filed by the ARC.

(b) Activities. The ARC shall adopt and promulgate the architectural review guidelines described in section 6.5, and shall make rulings, findings, determinations and orders in conformity with said guidelines. Plans and specifications are to be submitted for approval to the ARC, pursuant to the provisions of this Declaration. The ARC shall issue permits, authorizations or approvals, which may include specified requirements or conditions, pursuant to the provisions of this Declaration.

Any 2 or more members of the ARC may be authorized to exercise the full authority of the ARC with respect to all matters over which the ARC has authority as may be specified by resolution of the ARC, except for the adoption or promulgation of the architectural review guidelines. Written notice of the decision of such 2 or more members shall, within 30 days, be given to any applicant for an approval, permit or authorization. The applicant may, within 5 days after receiving written notice of any decision that they believe is unsatisfactory, file a written request to have the matter in question reviewed by the ARC. Upon the filing of such a request, the matter shall be promptly reviewed by the ARC, no later than 30 days after the request was filed. The decision of the majority of the members of the ARC with respect to the request shall be final and binding.

6.5 Architectural Review Guidelines.

(a) The ARC shall adopt, promulgate, revoke and enforce architectural review guidelines for the purpose of:

(i) Governing the form and content of plans and specifications to be submitted to the ARC for the approval pursuant to the provisions of the Declarant;

(ii) Governing the procedure for such submission of plans and specifications;

(iii) Establishing guidelines with respect to the approval and disapproval of design features, architectural styles, colors and materials, details of construction, location and size of structure, and all other matters that require approval by the ARC pursuant to this Declaration; and

(iv) Assuring the conformity of external design and general quality of the Development.

(b) The ARC shall make a published copy of its current architectural review guidelines readily available to members and prospective members of the Association, and to all applicants seeking the ARC's approval.

6.6 Submission of Plans and Specifications.

No structure shall be commenced, erected, placed, moved onto or permitted to remain on any lot, nor shall any existing structure upon any lot be repainted a color different than its original color or altered in any way which materially changes the exterior appearance of the structure or lot, unless plans and specifications have been submitted to and approved in writing by the ARC. Such plans and specifications shall be in such form and shall contain such information as may be reasonably required by the ARC in the guidelines, including:

(a) A site plan showing the location of all proposed and existing structures on the lot, including building setbacks, open space, driveways and parking spaces, and erosion control measures;

(b) A foundation plan;

(c) Exterior elevations of all proposed structures and alterations to existing structures as such structures will appear after all back-filling and landscaping are completed;

(d) Specification of materials, colors, and other details affecting the exterior appearance of all proposed structures and alterations to existing structures;

(e) A floor plan; and

(f) Plans for landscaping and grading.

6.7 Approval of Plans.

Upon approval by the ARC of any plans and specifications submitted pursuant to this Declaration, 2 copies of the plans and specifications, as approved, must be provided for permanent record with the ARC. A copy of the plans, bearing approval in writing, shall be returned to the applicant submitting the same. Approval for use in connection with any lot or structure of any plans and specifications shall not be deemed a waiver of the ARC's right, in its direction, to disapprove similar plans and specifications, or any of the features or elements included if such plans, specifications, features or elements are subsequently submitted for use in connection with any other lot or structure. Once plans are approved, they shall not be revoked or rescinded, provided that there has been adherence to, and compliance with, such plans and specifications, as approved, and any conditions attached to any such approval.

6.8 Disapproval of Plans.

The ARC shall have the right to disapprove any plans and specifications submitted if:

- (a) There has been a failure to include reasonably requested information in the plans and specifications;
- (b) The plans and specifications do not comply with this Declaration or the architectural review guidelines; or
- (c) Any other matter which, in the judgment of the ARC, would be likely to cause the proposed installation, construction or alteration of the structure to go against the conformity of the external design and general quality with the standards for the Development, or if location is incompatible with topography, finished ground elevation, or surrounding structures. Disapproval or qualified approval of plans shall be accompanied by a statement of the grounds upon which such action was based. If requested, the ARC shall make reasonable efforts to assist and advise the applicant in order for an acceptable proposal to be prepared and submitted for approval.

6.9 Obligation to Act.

The ARC shall take action on any plans and specifications with 10 working days after receipt thereof. Approval by the ARC, if granted, together with any conditions imposed by the ARC, shall be placed in writing on the plans and specifications and shall be returned to the applicant. In the event conditions are imposed requiring modification of the plans, the applicant shall resubmit plans and specifications, showing the conditions fulfilled. If the ARC does not take action within 10 working days after receiving plans and specifications initially submitted for approval, the plans and specifications are considered approved. If the ARC does not take action within 30 days after receiving resubmitted plans that show conditions have been fulfilled, the plans and specifications are considered approved.

6.10 Violations.

If any structure is erected, placed, maintained or altered on any lot, otherwise than in accordance with the plans and specifications approved by the ARC, the structure shall be deemed to have been undertaken in violation of this article and without approval. If the ARC determines that such a violation has occurred, the ARC shall notify the Association and the board shall take appropriate measures to correct the violation. The board shall provide written notice to the owner by first-class U.S. mail, setting forth in reasonable detail the nature of the violation and the specific action required to remedy the violation. If the owner does not take reasonable steps to remedy the situation within 3 days after the notice has been mailed, then the Association shall have the Right of Abatement as provided in this Declaration.

6.11 Certification of Compliance.

(a) Upon completion of the installation construction or alteration of any structure in accordance with plans and specifications approved by the ARC, the ARC shall, if requested or if the ARC chooses to do so, issue a Certificate of Compliance, identifying the structure and lot upon which the structure is placed, stating plans and specifications have been approved, and that the structure complies with the approved plans. A copy of the certificate shall be filed for permanent record with the plans and specifications.

(b) Any Certificate of Compliance issued in accordance with provisions of this section shall be prima facie evidence of the facts therein stated; and as to any purchaser or encumbrancer in good faith for value, or as to any title insurer, such Certificate shall be conclusive evidence that all structures on the lot comply with all the requirements of this article, provided that the Certificate is in no way constructed to certify the acceptability, sufficiency or approval by the ARC of the actual construction of structures or of the workmanship, or to represent or warrant to anyone the quality, function or operation of the structure.

The issuance of the Certificate shall in no way be constructed to certify to any party that the structure has been built in accordance with any applicable rule or regulation or in accordance with every detail on the approved plans and specifications.

6.12 Fees.

The ARC may impose and collect a reasonable and appropriate fee to cover the cost of review of plans and specifications, and of inspections performed. The fee shall be established by the ARC, and published in the architectural review guidelines.

ARTICLE VII. COVENANTS AND RESTRICTIONS

7.1 General.

This article sets out certain use restrictions which must be complied with by all Declarants and occupants of parcels. These use restrictions may only be amended in the manner provided herein regarding amendment of this Declaration. In addition, the Protective Covenants set forth upon any plat or future plats of unit in Tailor Made Landing which shall be recorded in the Plat records of the Circuit Court Clerk of the Jackson County Missouri, as may be amended or revised from time to time, are expressly referenced hereby and incorporated herein. The board may also, without consent from members, promulgate, modify or delete rules and regulations applicable to the Development. Such rules and regulations shall be distributed to all owners and occupants until, and unless overruled, canceled, or modified in a regular or special meeting by a majority of the members of the Association eligible to vote.

7.2 Siding Requirements.

The exterior of every dwelling shall be metal panels, stucco, brick, stone, or concrete composite. Declarant reserves the right to approve all exterior finishes.

7.3 Pets.

No animals, livestock or poultry of any kind may be raised, bred, kept or permitted on any lot, with exception of cats, dogs or other usual common household pets in reasonable numbers. Potbelly pigs are not considered household pets. No pets shall be kept, bred, or maintained for any commercial purpose. Dogs shall at all times, when outside, be on a leash or inside the owner's fence.

7.4 Nuisances.

It shall be the responsibility of each owner and occupant to prevent the development of unclean, unhealthy, unsightly or unkept conditions on their property. No property within the Development shall be used for the storage of any property, animal or thing that will cause the lot to appear to be in an unclean or untidy condition or that will be obnoxious to the eye, emit foul or obnoxious odors, or cause any noise or other condition that might or will disturb the peace, quiet, safety, comfort or security of the occupants of the surrounding property. No noxious or offensive activity shall be carried on within the Development, nor shall anything be done tending to cause embarrassment, discomfort, annoyance or nuisance to any person using any property within the Development. Without limiting the generality of the foregoing, no speaker, horn, whistle, siren, bell, amplifier or other sound device, shall be installed or maintained upon any lot or the exterior of any structure, unless required by law.

7.5 Firearms.

The discharge of firearms in the Development is prohibited. Firearms include BB guns, and pellet guns.

7.6 Antennas and Dishes.

No exterior television or radio antenna, dish or receiver shall be placed, allowed or maintained upon any portion of the Development, including any lot, if it is visible from any public or private street providing access to or located within the Development. No satellite dish shall be placed, allowed, or maintained on any portion of the Development, including any lot.

7.7 Residential Use.

The lots within the Development shall be and are restricted exclusively to commercial activity.

7.8 Vehicles.

The term "vehicles" as used herein shall include, without limitation, motorcycles, minibikes, scooters, go-karts, trucks, vans and automobiles. All vehicles shall be parked within garages, driveways or other paved parking areas located on a lot. Parking in yards or on streets within the Development is prohibited. Lot owners' visitors may temporarily park on the street. No inoperable, junk or abandoned vehicles shall be allowed to sit on the property.

7.9 Driveways.

Except as permitted by the ARC, all driveways shall be paved with concrete or asphalt, at the discretion of the ARC.

7.10 Traffic Regulations within the Development.

All vehicular traffic on all streets and paved areas within the Development shall be subject to the laws of Jackson County Missouri concerning operation of motor vehicles in public streets and paved areas. The Association is hereby permitted to promulgate, administer, and enforce rules and regulations governing vehicular and pedestrian traffic. This includes reasonable safety measures and speed limits. Enforcement measures, including levying of fines, may be taken by the Association as it deems appropriate. All vehicles within the Development shall be operated carefully and safely, with due consideration for the rights of all owners and occupants.

7.11 Leasing.

Lots may not be leased for residential purposes.

7.12 Occupants.

All provisions of the Declaration, bylaws, and any other rules and regulations, that use restrictions or design guidelines promulgated pursuant thereto which govern the conduct of Declarants and which provide for sanctions against owners shall also apply to all occupants of lots even though occupants are not specifically mentioned. Reasonable fines may be levied by the board against Declarants for violation of this Declaration or bylaws. The procedure for finding is set forth in the bylaws.

7.13 Minimum Size of Structure.

No structure having a total floor space of less than 5,000 square feet, shall be constructed or maintained on any parcel.

7.14 Intersection Maintenance.

All property located at street intersections shall be landscaped so as to permit safe sight across the street corners. No fence, wall, hedge or shrub planting shall be placed or permitted to remain where this would create a traffic or sight problem.

7.15 Garbage Cans.

All garbage cans shall be located or screened so as to be concealed from view of neighboring streets and property.

7.16 Waste.

No person shall dump or bury rubbish, garbage or any other form of waste on any lot or any common property. No burial of construction materials, waste or debris is permitted on any lot or common property. All trash, garbage and debris shall be regularly removed and shall not be allowed to accumulate.

7.17 Sheds.

No separate or detached storage sheds shall be constructed, placed or erected on any lot without first receiving approval by the ARC for the design and location.

7.18 Clotheslines.

No clotheslines shall be placed, allowed, or maintained upon any portion of the Development, including any lot.

7.19 Subdivision of Lot.

No lot shall be subdivided, or its boundary lines changed, without the prior written approval of the board or its designee.

7.20 Utility Lines.

No overhead utility lines, including lines for cable television, shall be permitted within the Development, except for temporary lines as required during construction and lines installed by or at the request of Declarant.

7.21 Air Conditioning Units.

No window air conditioning units may be installed.

7.22 Flags and Yard Ornaments.

Flags and yard ornaments, and similar items, must be approved by the ARC.

7.23 Signs.

No sign of any kind shall be erected by a Declarant or occupant of a lot within the Development. Notwithstanding the foregoing, residents shall have the right to erect reasonable and appropriate "For Sale" and "For Rent" signs. Declarant may erect entry signs and sales information signs.

7.24 Landscaping.

No construction or any alteration of any structure or lot shall take place without the prior written approval by the ARC of plans and specifications for the landscaping to accompany such construction or alteration. Guidelines may be included in the architectural review guidelines of the ARC.

7.25 Trees.

No tree having a diameter of 3 inches or more, measuring from a point of two feet above ground level, shall be removed from any lot unless such removal is in conformity with approved landscaping plans and specifications for the landscaping to accompany such construction or alteration. Guidelines may be included in the architectural review guidelines of the ARC.

7.26 Recreational Equipment.

No recreational or playground equipment including, but not limited to, swing sets, jungle gyms, play houses, tennis courts and basketball goals, shall be constructed upon, erected upon, placed, allowed or maintained on any lot without the prior written approval as to the form, type, style, color, location, etc. of the ARC. The ARC shall only allow such equipment to be placed on the rear of a lot. The ARC may approve tennis courts to be located in the side yard no closer to the street than the front plane of the parcel of land. In addition to the above approvals required by the ARC, the fencing, netting, lighting, and landscaping of the tennis courts must be approved by the ARC.

7.27 Solar Panels.

No solar collector panels or attendant hardware or other energy conservation equipment shall be constructed or installed unless they are an integral and harmonious part of the architectural design of a structure, as determined in the sole discretion of the ARC or its designee.

7.28 Retention Ponds.

Each owner shall assist in the maintenance of the Retention Pond (as described in Exhibit A, referred to as 1510 Track A, Hamblen Road) and ensure that it is maintained in a state of good condition and repair. Each Declarant acknowledges that although the retention pond may not be physically located or attached to their parcel, they shall be responsible for the repairing, maintenance, and the seeding, watering, and mowing of the retention pond and the pruning and trimming of trees, hedges, and shrubbery so that the same are not in violation of any city, county, or state codes and ordinances. The Declarants agree that the annual minimal cost of the maintenance of the retention pond shall be charged annually. Any amount in excess of the agreed upon annual minimal cost, shall be determined after written notice to the Declarants to remedy any deficiency, setting forth in reasonable detail the nature of the deficiency and the action and cost needed to be taken to remedy the condition. Maintenance guidelines may be included in the architectural review guidelines of the ARC.

7.29 Mailboxes.

Mailbox provided and maintained through the Home Owners Association.

7.30 Fences.

No fence, wall or outbuilding of any kind shall be erected, maintained or altered on any lot without the prior written approval of the ARC. Under no circumstances shall any chain link, barbed wire or hog wire fence be permitted in the Development. All fences must tie from and run parallel with the back of the house to the property line. Corner lots shall have no fencing installed outside of the building setback lines.

7.31 Lighting.

Except as may be permitted by the ARC, exterior lighting visible from the street shall not be permitted except for:

- (a) Approved lighting as originally installed on a lot;
- (b) Street lights in conformity with an established street lighting program for the Development; or
- (c) Seasonable decorative lights at Christmas. Seasonal Christmas decorative lights and Christmas ornaments visible from the exterior of any parcel of land shall be erected or placed no earlier than the 1st day of November is ordinarily and customarily celebrated in the United States of America, and shall be removed from a parcel of land or lot no later than February 1 of the following year. Decorative lights must be approved by the ARC committee to be consistent with the development.

7.32 Maintenance.

Each Declarant shall maintain their lot and keep it in a state of good condition and repair. Each Declarant shall be responsible for the repairing and painting of all structures, the seeding, watering and mowing of all lawns not expressly agreed to be mowed by the Association, and the pruning and trimming of trees, hedges, and shrubbery so that the same are not obstructive of a view by motorists or pedestrians of street traffic. The maintenance required hereunder shall also extend from the boundary of a lot to the curb of the street bordering said lot. If the ARC sees that the owner has failed to perform the duties imposed by this section, then the ARC shall give written notice to the owner to remedy the condition, setting forth in reasonable detail the nature of the condition and the specific action needed to be taken to remedy the condition. If the owner has not taken reasonable steps to remedy the issue 30 days after the notice was mailed, the Association shall have the Right of Abatement. Maintenance guidelines may be included in the architectural review guidelines of the ARC.

ARTICLE VIII. EASEMENTS, ZONING, AND OTHER RESTRICTIONS

8.1 Easement for Improvements and Repairs.

Declarant hereby expressly reserves to Declarant, the Association and their respective successors and assigns, for so long as the Declarant owns any lot within the Development, and after which, solely to the Association, blanket perpetual easements in, on, over and under any part of the property, as is determined in the sole discretion of the Declarant, the Association, and their respective successors and assigns, for completing improvements or effecting repairs within the Development, including, by the way of example, and not limitation, the following:

- (a) The erection, installation, construction and maintenance of wires, lines conduits, and poles, and the necessary or proper attachments in connection with the transmission of electricity, telephone, television cables, and other utilities and similar facilities;
- (b) The erection, installation, construction and maintenance of storm-water drains, land drains, public and private sewers, retention ponds, irrigation systems, pipelines for supplying gas and water, and for any other public or quasi-public facility, service or function;
- (c) Slope control purposes, including the right to grade and plant slopes and prevent the doing of any activity which might interfere with slopes or which might create erosion or sliding problems or which might change, obstruct or retard drainage flow; and
- (d) The planting or replanting of hedges, shrubbery, bushes, trees, flowers and plants of any nature.

In addition, there is hereby reserved to the Declarant a 15 foot easement on either side of the boundary line of each lot, and the right to impose on any lot or other property within the Development any other easements necessary or appropriate for the development, maintenance and sale of lots within the Development as well as the right to release or abandon any easements in favor of Declarant. With the exception of the South side of the entry drive lane, there shall be a 33 foot easement to the South to include pull in parking.

8.2 Easement for Entry.

The board shall have the right, but shall not be obligated to enter upon any property within the Development for emergency, security and safety. This right may be exercised by the manager, and all police, fire and ambulance personnel, and similar emergency personnel in the performance of their respective duties. Except in an emergency situation, entry shall only be during reasonable hours, and after notice to the Declarant, and the entry party shall be responsible for any damage caused. It is intended that the right of entry shall include the right of the board to enter to fix any condition which may result in fire, slope erosion, or other hazards in the event that an owner or occupant fails or refuses to fix the condition upon request by the board.

8.3 Easement for Maintenance.

There is hereby reserved to the Declarant, its successors and assigns, and the Association, a perpetual transferable and alienable easement across such portions of the Development, determined in the sole discretion of Declarant or the Association, as are necessary to allow for the maintenance of retention ponds and other items required by this Declaration to be maintained by Declarant or the Association. Such maintenance shall be performed with a minimum of interference to the quiet enjoyment of owners' property, reasonable steps shall be taken to protect such property, and damage shall be repaired by the person causing the damage at its sole expense.

8.4 Easement for Encroachment and Overhang.

There shall be reciprocal appurtenant easements for encroachment and overhanging as between each lot due to the unintentional placement or settling or shifting of any structure constructed, reconstructed or altered thereon to a distance of not more than 3 inches, as measure from any point on the common boundary between each lot and the adjacent portion of the common property or as between adjacent lots, along a line perpendicular to such boundary at such point. In no event shall an easement for encroachment exist if such encroachment occurred due to willful conduct on the part of an owner, tenant, or the Association.

8.5 Easement for Utilities and Public Services.

There is hereby reserved for the benefit of Declarant, its successors and assigns, and the Association, the alienable, transferable, and perpetual right and easement, as well as the power to grant and accept easements to and from Jackson County Missouri, or any other public authority or agency, public service district, public or private utility, or other person, upon, over or under all of the common property and those portions of all lots and parcel of lands as are reasonably necessary, for the purpose of installing, replacing, repairing, maintaining and using master television antenna and/or cable systems, security and similar systems, and all utilities, including but not limited to, storm sewers, drainage systems, and retention ponds and facilities for the Development of any portion thereof, and electrical gas, telephone, water and sewer lines, provided that such easements shall not unreasonably affect the developability, marketability or vale of any such lot or parcel of land. Such easements may be granted or accepted by Declarant, its successors or assigns, so long as Declarant owns any lot or parcel of land primarily for the purpose of sale or has the unexpired option to add the additional property or any portion thereof to the Development, the Association must obtain the written consent of Declarant prior to granting and accepting any such easements.

To the extent possible, all utility lines and facilities serving the Development and located therein shall be located underground. By virtue of any such easement and facilities, it shall be expressly

permissible for the providing utility company, or other supplier or servicer, with respect to the portions of the Development so encumbered, to erect and maintain pipes, lines, manholes, pumps, etc., to cut and remove any trees, bushes or shrubbery, to grade, excavate or fill, or to take any other similar action reasonably necessary to provide economical and safe installation, maintenance, repair, replacement and use of such utilities and systems. The utility company, supplier or servicer shall take reasonable actions to repair any damage they caused during the exercise of any rights conveyed under any easement granted hereunder.

The Association shall have the right to grant and accept easements as provided in this section, and to dedicate or transfer fee simple title to all or any portion of the common property to Jackson County Missouri, or to any other public agency or authority, public service district, public or private utility, or other person. Such transfer must be approved by a majority of those present in person or by a proxy at a duly held meeting of the Association and by Declarant for so long as Declarant owns any lot primarily for the purpose of sale or has the unexpired option to add any additional property to the Development.

ARTICLE IX. ENFORCEMENT

9.1 Right of Enforcement.

This Declaration and the Restrictions contained herein shall insure to the benefit of and shall be enforceable by the Declarant so long as it is the Declarant, the Association, and each owner, their heirs, devisees, legal representatives, successors and assigns.

9.2 Right of Abatements.

(a) Except where different notice provisions are provided in other sections hereof, in the event of a violation or breach of any restriction contained in this Declaration the Association shall give written notice by first class U.S. mail to the owner setting forth in reasonable detail the nature of such violation or breach and the specific action(s) needed to be taken to remedy such violation or breach. If the Declarant shall fail to take reasonable steps to remedy such violation or breach within 30 days after the mailing of said written notice, then the Association shall have the Right of Abatement.

(b) The Right of Abatement, as used in this section and in other sections hereof, means the right of the Association, through its' agents and employees, to enter at all reasonable times upon any lot or structure, as to which a violation, breach or other condition to be remedied exists, and to take the actions specified in the notice to the owner to abate, extinguish, remove or repair such violation, breach, or other condition which may exist thereon contrary to the provisions hereof, without being deemed to have committed a wrongful act solely by reason of such entry and such actions, provided entry and action are carried out in accordance with the provisions in this section, and with the cost thereof including the costs of collection including reasonable attorney fees, together with interest at the lower of the highest rate permitted by law, or 18% per annum, to be a binding personal obligation of such owner enforceable in law, as well as a lien on an owner's lot. Such lien shall be superior to any and all charges, liens or encumbrances which may arise or be imposed on the lot after such entry whether arising from or imposed by judgment or decree or by any agreement, contract, mortgagee, deed to secure debt, or other instrument, excepting only such liens for taxes or other public charges as are by applicable law made superior, the liens created by Article IV hereof and all deeds to secure debt given to secure a loan the proceeds of which are used to purchase a lot or lots and to finance the construction, repair or alteration of structures.

ARTICLE X. DURATION AND AMENDMENT

10.1 Duration.

This Declaration and the Restrictions contained herein shall run with and bind the property for a period of 1 years from and after the date when this Declaration is filed for record with the Circuit Court Clerk of Jackson County Missouri, after which time this Declaration and the Restrictions shall be automatically renewed for the successive periods of 3 years. After the end of the said 1 year period and during any 3 year renewal period (but only during such renewal period), this Declaration and the Restrictions contained herein may be terminated by an instrument executed by the proper Association officers and recorded in the Circuit Court Clerk of Jackson County Missouri, or in such other place of recordings as may be appropriate at the time of the execution of such instrument, pursuant to a resolution approving such termination which is approved by a 2/3 vote of the members of the Association.

10.2 Amendments by Declarant.

During any period in which Declarant retains the right to appoint and remove any directors and officers of the Association, Declarant may amend this Declaration by an instrument in writing of 80% of the voting members, filed and recorded in the Deed Records of the Circuit Court Clerk of Jackson County Missouri without the approval of any member or mortgagee.

In the event that such amendment materially alters or changes any Declarant's right to the use and enjoyment of such owner's lot or of the common property as set forth in this Declaration, or if such amendment adversely affects the title to any lot, such amendment shall be valid only upon the written consent by a majority in number of the then existing members affected thereby, or in the event that such amendment would materially and adversely affect the security title and interest of any mortgagee, such amendments shall be valid with the written consent of all such mortgagees so affected. Any amendment made pursuant to this section shall be certified by Declarant as having been duly approved by Declarant, and such members and mortgagees, if required, and shall be effective only upon recordation or at such later date as shall be specified in the amendment itself. Each Declarant, by acceptance of a deed or other conveyance to a lot, agrees to be bound by such amendments as are permitted by this section and further agrees that if requested to do so by Declarant, such owner will consent to the amendment of this Declaration or any other instruments relating to the Development if:

(a) Such amendment is necessary to bring any provision into compliance with the provisions of any applicable governmental statute, rule or regulation, or any judicial determination which shall be in conflict therewith;

(b) If such amendment is necessary to enable any reputable title insurance company to issue title insurance coverage with respect to any lots subject to this Declaration;

(c) If such amendment is required by an institutional or governmental lender, purchaser or guarantor of mortgage loans, to enable such lender or purchaser to make or purchase mortgage loans on any lot subject to this Declaration;

(d) If such amendment is necessary to enable any government agency or reputable private insurance company to insure mortgage loans on the lots subject to this Declaration; or

(e) If such amendment is necessary to correct a scrivener's error in the drafting of this Declaration; including but not limited to the errors to regulations of pot belly pigs and their fencing and discipline.

10.3 Amendments by Association.

Amendments to this Declaration, other than those authorized by section 10.2, shall be proposed and adopted in the following manner:

(a) Notice of the subject matter of the proposed amendment shall be included in the notice of the meeting of the Association at which such proposed amendment is to be considered and shall be delivered to each member of the Association.

(b) At such meeting, a resolution adopting a proposed amendment may be proposed by either the board or by members of the Association. Such amendment must be approved by members holding at least 2/3 of the total votes in the Association. Any amendment which materially and adversely affects the security title and interest of any mortgagee must be approved by such mortgagee, and during any period in which Declarant has the right to appoint and remove officers and directors of the Association, such amendment must be approved by Declarant.

(c) The agreement of the required percentage of the Declarants, and, where required, the Declarant and any mortgagee, to any amendment of this Declaration shall be evidenced by their execution of such amendment, or in the alternative, and provided that Declarant does not then have the right to approve such amendment, the sworn statement of the president and any vice president or the secretary of the Association attached to or incorporated in the amendment executed by the Association, which sworn statement shall state unequivocally that the agreement of the required parties was lawfully obtained. Any such amendment of this Declaration shall become effective only when recorded or at such later date as may be specified in the amendment itself.

ARTICLE XI. INSURANCE AND CASUALTY LOSS

11.1 Insurance on Common Property.

The board of directors, or the duly authorized agent of the Association shall have the authority and shall obtain insurance for all insurable improvements whether or not located on the common property, if any, which the Association is obligated to maintain against loss or damage by fire for the full insurance replacement cost thereof, and may obtain insurance against such other hazards and casualties as the Association deems necessary. The insurance, if obtained, must at least provide fire and extended coverage, including vandalism and malicious mischief, and shall be in an amount that the board sees fit. The Association may also insure any other property owned by the Association, against other loss or damage, with the Association as the owner and beneficiary of such insurance.

Insurance coverage with respect to common property shall be written in the name of, and the proceeds thereof, shall be payable to the Association. Insurance proceeds shall be used by the Association for the repair or replacement of the property for which the insurance was carried. Premiums for all insurance carried by the Association are common expenses included in the maintenance assessments levied by the Association.

In addition to casualty insurance on the common property, the board of directors may elect to obtain and continue in effect, on behalf of all owners, adequate blanket casualty and fire insurance in such form as the board of directors deems appropriate in an amount equal to the full replacement value, without deduction for depreciation or co-insurance, of all of the lots, including the structural portion and fixtures thereof. Premiums paid by the Association from any such blanket insurance coverage shall be a common expense of the Association to be included in the maintenance of assessments of the owners, as levied by the Association. The insurance coverage with respect to the lots shall be written in the name of, and the proceeds thereof shall be payable to the Association as trustee for the owners.

The board shall obtain a public liability policy applicable to the common property covering the Association and its members for all damage or injury caused by the negligence of the Association or any of its members, and if reasonably available, directors' and officers' liability insurance. The amount of the liability policy shall be determined by the board.

All insurance obtained by the board shall be governed by the following provisions:

- (a) All policies shall be written with a company authorized to do business in Missouri.
- (b) Exclusive authority to adjust losses under policies obtained by the Association shall be vested in the Association's board. No mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations.

(c) In no event shall the insurance coverage obtained and maintained by the board be brought into contribution with insurance purchased by individual owners, occupants, or their mortgagees, and the insurance carried by the Association shall be primary.

11.2 Declarant Insurance.

It is the responsibility of each Declarant to obtain insurance at their own expense.

11.3 Damage and Destruction Covered by Association.

After damage or destruction caused by fire or other casualty to any or all portion of any property covered by insurance written in the name of the Association, the board shall proceed with the filing and adjustment of all claims arising under such insurance, and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed property.

Any damage or destruction covered by insurance written in the name of the Association shall be repaired or reconstructed unless, within 60 days of the casualty, at least 66.67% of the members of the Association eligible to vote agree not to repair or reconstruct. If the amount of the insurance proceeds to be paid, or reliable and detailed estimates of the repair costs (or both) are not made available to the Association within such a period, then the period shall be extended until such information is made available. However, the extension shall not exceed 60 days. No Declarant shall have the right to participate in the determination of whether damage or destruction shall be repaired or reconstructed.

If the proceeds are not enough to cover the damage, the board shall, without the necessity of a vote from members, levy a special assessment against owners in proportion to the number of lots belonging to each owner. Additional assessments may be made in a similar fashion at any time during or following the completion of any repair or reconstruction. Any excess funds from the insurance shall be deposited to the benefit of the Association.

If the Association votes not to move forward with a repair or reconstruction, and no alternative improvements are authorized, in that event, the affected portion of the Development shall be maintained by the Association in a neat and attractive fashion.

11.4 Damage and Destruction Covered by Declarant.

Damage or destruction by fire or other casualty to all or any portion of property on a parcel shall be repaired by the Declarant within 30 days after the damage has occurred. If repairs cannot be completed by this time, they shall be completed within a reasonable time thereafter. Alternatively, the Declarant may wish to demolish the affected portion of the lot and remove the debris within 30 days after the damage occurred. In the event of noncompliance with this provision, the board shall have all enforcement and abatement powers specified in this Declaration.

11.5 Insurance Deductible.

The deductible for any casualty insurance policy carried by the Association shall, in the event of damage or destruction, be allocated among the persons who are responsible hereunder, or under any declaration or contract requiring the Association to obtain such insurance, for maintenance of the destroyed property.

11.6 Annual Review of Policies.

All insurance policies shall be reviewed annually by the board. Board members will determine whether the coverage contained in the policies is sufficient to cover future repairs and replacements of the property that are damaged or destroyed.

ARTICLE XII. MISCELLANEOUS

12.1 Severability.

A determination by a court that any provision hereof is invalid for any reason shall not affect the validity of any other provision in the Declaration.

12.2 No Liability.

Declarant has, using best efforts and all due diligence, prepared and recorded this Declaration so that each and every Declarant shall have the right and power to enforce the terms and provisions of this Declaration against every other Declarant. However, in the event that this Declaration is unenforceable by a Declarant, or any other person in a court of law, Declarant shall have no liability of any kind as a result of such unenforceability. Each and every Declarant, by acceptance of a deed conveying a lot, acknowledges that Declarant shall have no such liability.

12.3 Notices.

All amendments, notices, requests, objections, waivers, rejections, agreements, approvals, disclosures, or consents of any kind made pursuant to this Declaration, shall be in writing. All such writings shall be sufficient if personally delivered or if deposited in the United States mail, with sufficient postage, and sent to the following addresses:

Declarant – Tailor Made Fieldhouse, LLC – 1550 SE Hamblen Road, Lees Summit, MO
Tailor Made Industries, LLC – 1600-1610 SE Hamblen Road, Lees Summit, MO
Tailor Made Industries, LLC – 1510 Track A, Hamblen Rd, Lees Summit, MO

The Declarant reserves the right to change its address by filing an amendment to this Declaration specifying its new address in the Deed Records of Jackson County Missouri.

Any written communication mailed in accordance with this section shall be deemed received on the 3rd business day following the day such written notice is deposited in the U.S. mail.

12.4 Books and Records.

(a) Inspections by members and mortgagees. This Declaration, the bylaws, copies of rules and use restrictions, membership register, books of account, and minutes of meetings shall be made available for inspection and copying by any member of the Association or their appointed agent, holder, insurer or guarantor of any first mortgage at any reasonable time, and for a purpose reasonably related to their interest as a member. Documents shall be reviewed and copied at the office of the Association, or at such other reasonable place as the board deems appropriate.

(b) Rules. The board shall establish reasonable rules with respect to the notice that must be given to the custodian of the records, the hours and days when inspections can be made, and costs for making copies of the documents.

(c) Inspection by directors. Every director shall have the right to inspect all books, records, and documents of the Association, and the physical properties owned or controlled by the Association. Directors may make copies of documents at the reasonable expense of the Association.

12.5 Merger or Consolidation.

Upon a merger or consolidation of the Association with another association, its property, rights and obligations may be transferred to a surviving or consolidated association. The property, rights and obligations of another association may similarly be transferred to the properties of the Association as a surviving corporation pursuant to a merger. The surviving association may administer the Covenants contained herein within the property, together with the covenants and restrictions established upon any other properties as one plan.

No such merger or consolidation shall be effective unless first approved by the Association's board and the members entitled to cast at least 2/3 of the votes of each class of members. During any period in which Declarant retains the right to appoint and remove directors, Declarant may enter into a merger or consolidation of the Association in its sole discretion without approval from members or mortgagees.

12.6 Notice of Sale or Lease.

In the event that a Declarant sells or leases their lot, the Declarant shall give the Association written notice, prior to the effective date of such sale or lease, that details the name of the purchaser or lessee of the lot, and other information that the board may reasonably require.

12.7 Agreements.

Subject to the prior approval of Declarant, all agreements and determinations, including settlement agreements regarding litigation involving the Association, representatives, successors, assigns, and others having an interest in the Development or the privilege of possession and enjoyment of any part of the Development.

12.8 Implied Rights.

The Association may exercise any right or privilege given to it expressly by this Declaration, the bylaws, the Articles of Incorporation, or any rule or regulation, and every other right or privilege

reasonably to be implied from the existence of any right or privilege given to it therein or reasonably necessary to effectuate any such right or privilege.

IN WITNESS THEREOF, the Declarant has caused this Declaration to be duly executed and sealed this *1st* of November 2023.

Signed, sealed, and delivered in the presence of:

Witness

By: _____
{*Name and Title*}
{*Corporate Seal*}

Notary Public Signature and Stamp

Witness

By: _____
{*Name and Title*}
{*Corporate Seal*}

Notary Public Signature and Stamp