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Recorder of Deeds
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Cass County, MO - Well County

FILE NUMBER 374617
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RECORDING FEE 78.00
SANDRA A (SANDY) GREGORY, RECORDER OF DEEDS
CASS COUNTY, MISSOURI



Total fee this Document \$

78.00

(Space above reserved for Recorder of Deeds certification)

Title of Document: *Homes Association Declaration
Cooper Creek*

Date of Document: *12/4/06*

Grantor(s): *Cooper Creek*

Grantee(s):

Mailing Address:

Reference Book and Page: *Plat Book 12 20 - Page 28*

Legal Description: *See Exhibit "A"*

If there is not sufficient space on this page for the information required, state the page reference where it is contained within the document

Statutory Recorders Fees First Page of Each Document

Homeless Fee-State	\$3.00
User Fee-State	2.00
Statutory Pool-Stateq	2.00
Retirement Fund-County Employees	7.00
Record Preservation-Recorder	2.00
Technology Fund-Recorder	1.25
General Revenue-County	1.75
General Revenue-County	5.00

RETURN TO:

Total Fees First Page \$24.00
General Revenue (\$3.00 Each additional page) (Revised 2005)

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HOMES ASSOCIATION DECLARATION

COPPER CREEK

THIS HOMES ASSOCIATION DECLARATION, made as of this 4th day of December, 2006 by the undersigned, Sundance Development Corp., a Kansas Corporation.

WHEREAS, Sundance Development Corp., a Kansas Corporation ("Developer"), is the owner of the real property described on Exhibit "A" attached hereto, platted as "Copper Creek" and has filed that certain Declaration of Restrictions for "Copper Creek" in the Office of the Recorder of Deeds of Cass County, Missouri at Volume _____, Page _____ on _____; and

WHEREAS, the Developer is now developing portions of the above-described land and Developer desires to create and maintain a residential single family neighborhood possessing features of more than ordinary value to the said community; and

NOW, THEREFORE, in order to assist it and its grantees in providing the means necessary to bring about the development of the above-described land, the Developer does now and hereby subjects all of the land described on Exhibit "A" attached hereto to the covenants, charges and assessments set forth and contained in this Declaration, subject, however, to the limitations hereinafter specified.

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DEFINITIONS OF TERMS USED.

The term "District" as used in this Declaration shall mean all of the real property described on Exhibit "A" attached hereto (referred to as Copper Creek) and such additional lands as may be added to the District as set forth below. The term "Lot", as used herein, shall mean any numbered lot as platted, which may consist of one or more numbered lots or part or parts of one or more numbered lots, as platted, upon which a residence may be erected in accordance with the "Restrictions" hereinafter defined. The term "Association" shall mean and refer to the Copper Creek Homes Association. The term "Public Place" as used herein shall be deemed to mean all streets, and similar places the use of which is expressly dedicated to or set aside for the use of the general public on said plat. The term "Common Areas" as used herein shall be deemed to mean any tract, designated as such on said plat, located within the District as it exists from time to time, which tracts shall be owned, managed and maintained by the Copper Creek Homes Association for the use, benefit and enjoyment of the present and future owners of land within the District. The term "Owners" as used herein shall mean those persons or corporations who may from time to time own land within the District. The term "Restrictions" as used herein shall specifically include those contained in the "Declaration of Restrictions" of Copper Creek, filed in the office of the Recorder of Deeds, Cass County, Missouri aforesaid, and all amendments thereto.

SECTION 1. MEMBERSHIP IN ASSOCIATION

The Owners of all of the land hereinabove described, together with the owners of any other land that may from time to time be made subject to all of the terms and provisions of this Declaration in the manner hereinafter provided for, shall be the members of an association, which has heretofore been established and known as the 'COPPER CREEK HOMES ASSOCIATION.' The Association has been heretofore or will be incorporated under the laws

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of the State of Missouri as a corporation not for profit. Membership in the Association shall be limited to the Developer and Owners of land within the boundaries of the District as it exists from time to time, as hereinafter set forth.

SECTION 2. VOTING RIGHTS

The Copper Creek Homes Association shall have two (2) classes of voting membership, as follows:

Class A. Each Owner of a Lot in Copper Creek shall be a Class A member. Each Class A member shall be entitled to one vote for each lot owned by him, her or it in fee simple title. Provided, however, that until a residence is completed and occupied in good faith on a lot, the Developer shall be entitled to the vote of the lot owner, and purchase of a lot subject to this Declaration shall constitute the purchaser's proxy to Developer for the aforesaid purpose. When more than one person holds such interest in any lot, all such persons shall be members and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any one Lot.

Class B. The Developer shall be a Class B member. The Developer, so long as a Class B member, shall have the right to appoint a majority of the Board of Directors of the Association and shall have the right to approve and power to veto any and all actions of the Association. Class B membership of the Developer shall continue until Developer owns no land in the District (including lands added as set forth below) or until Developer relinquishes its Class B membership, whichever first occurs. For purposes of voting requirements herein, the Class B member shall have twenty-five (25) votes for each lot owned by it, in addition to the right to approve and power to veto set forth above.

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(1) The voting rights of a Class A member shall be suspended for any period during which any assessment or charges or fees for use, described herein, including interest and fees, remains unpaid.

(2) The Association, upon approval of its Board of Directors, shall have the right to charge reasonable fees and determine the rules for the use of any recreational facility, including one or more swimming pools, located within a Common Area.

(3) At any regular or special meeting of the Association, members may cast their vote in person or by proxy.

(4) Except as hereinbefore provided, the Association shall be the sole judge of the qualification of its members and of their rights to participate in its meetings and proceedings.

(5) Unless the context clearly indicates to the contrary, decisions by the Association described herein shall require approval of the requisite percentage of Class A and Class B votes combined, and not separate requisite percentages of each Class.

SECTION 3. LAND ENTITLED TO BENEFITS

No land shall be entitled to any of the benefits, improvements or services provided by the Association unless the owner thereof shall have subjected his, her or its land to the terms of this Declaration and to the assessments herein provided for. For purposes hereof, accepting title to land within the District after the recording of this Declaration shall satisfy the foregoing requirements.

SECTION 4. OTHER LANDS - HOW THEY MAY BE ADDED

Developer, at its discretion, may from time to time add to the District such land as now or hereinafter owned or approved for addition by it, provided that the land so added to the

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District shall at that time be bound by all of the terms of this Declaration and all amendments thereto.

SECTION 5. USE OF COMMON AREAS

The Owners of land within the District shall have the exclusive right to the use of all Common Areas within the District as it from time to time exists.

The COPPER CREEK HOMES ASSOCIATION shall have the right and the power to make reasonable rules and regulations which shall govern the use of the Common Areas and implement the terms of this Declaration and the Declaration of Restrictions as the context requires.

SECTION 6. POWERS AND DUTIES OF THE ASSOCIATION

(1) The Association shall have the following powers and duties:

(a) To care for, spray, trim, protect, replace and replant trees, shrubbery, bushes, flowers, grass and sod in the Common Areas set aside for the use of the Owners in the District.

(b) To provide, maintain, protect and, when necessary, design, construct, reconstruct and replace protective lighting within the District when adequate service of that type is not available from any public source.

(c) To provide for the maintenance of any gateways, entrances, drinking fountains, and ornamental features now existing or which may hereafter be erected or created in said District in any public street or park, or on any land set aside for the use of the Owners in the District; and also to provide for the maintenance of any streams or natural water-courses within the District.

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(d) To provide for the operation and maintenance of and also to establish and enforce rules for the use by the members of any tennis courts, swimming pools, playgrounds, beach areas, green areas and parking areas which now exist or which may hereinafter be included, created, owned or erected by the Association in the District.

(e) To acquire and own the title to such real estate as may be reasonably necessary in order to carry out the purposes of the Association, and to pay taxes on such real estate as may be owned by it; and to pay such taxes as may be assessed against land in the semipublic places or common areas within the District.

(f) To enforce, either in its own name or in the name of any Owner within the District, any or all building or other restrictions which may have been heretofore or may hereafter be imposed upon any of the land in such District, either in the form as originally placed thereon or as modified subsequently thereto, and impose and collect fines for violations of such restrictions; provided, however, that this right of enforcement shall not serve to prevent such changes, releases or modifications as are permissible in the deeds, declaration, contract, plats or certificate of survey in which such restrictions or reservations are set forth, nor shall it serve to prevent the assignment of those rights by the proper parties, wherever and whenever such rights of assignment exist. The expenses and costs of any enforcement proceedings shall be paid out of the general fund of the Association as provided for herein. Nothing herein contained shall be deemed or construed to prevent any Owner having the contractual right to do so from enforcing in his own name any such restrictions.

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(g) To manage and control as trustee for its members all improvements, including storm water improvements, located upon common areas in the District, provided that such management and control of said improvements shall at all times be subject to that had and exercised by the City, County, and State, or any one of them in which the land within the District is located.

(h) To mow, care for, maintain and remove rubbish from vacant and unimproved property and to do any other things necessary or desirable in the judgment of the officers of the Association to keep any vacant and unimproved property and the parking in front of any property in the District neat in appearance and in good order.

(i) To exercise control over such easements as it may acquire from time to time.

(j) To provide for the collection and disposal of rubbish and garbage, in the discretion of the Board of Directors of the Association.

(k) To levy and collect the assessments which are provided for in this Declaration.

(2) The Association shall have the option of the following additional powers and duties which it may exercise. The following are options, and not mandatory, that the Association provide these services to wit:

(a) To provide for the plowing and removal of snow from sidewalks and streets.

(b) To provide such lights as the Association may deem advisable on gateways, entrances or other features, and in other public or semi-public places.

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(c) To provide for the cleaning of streets, gutters, catch basins and sidewalks and for the repair and maintenance of storm sewers and appurtenant drainage facilities, when such services are not available from any public source.

(d) To erect and maintain signs for the marking of streets, and safety signs for the protection of children and other persons, when such signs are not available from any public source.

(e) To employ duly qualified security officers for the purpose of providing such security protection as the Association may deem necessary or desirable in addition to that rendered by public authorities.

(f) To contract for the services of consultants, managers, accountants and attorneys.

SECTION 7. METHOD OF PROVIDING GENERAL AND SPECIAL FUNDS

(1) For the purpose of providing a general fund to enable the Association to exercise the powers and maintain the improvements and render the services herein provided for, each lot within the District, owned by a Class A member upon which a dwelling has been erected and is then or has been at any time theretofore occupied as a residence, shall be subject to an annual general fund assessment which may be levied by the Association from year to year, which assessment shall be paid to the Association annually or at such other times as the Association may determine in advance. Anything to the contrary herein notwithstanding, the Developer, in its sole discretion, shall fix the amount of annual assessment, for so long as Developer owns land within the District (including land added to the District). Thereafter, the Board of Directors of the Association shall from year to year fix and determine the total amount required in this general fund and may levy and collect an

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annual assessment for each lot owned by a Class A member upon which a dwelling has been erected and is then or has been at any time theretofore occupied as a residence.

Assessments shall commence either upon occupancy of the home or by completed sale, whichever comes first. The assessment for the year in which the dwelling is erected shall be determined on the basis of date of the occupancy permit and will be prorated on a 365-day year basis.

(2) The maximum annual assessment upon each lot as aforesaid may be increased by the Board of the Association on all the Lots in the District by an amount not exceeding fifty percent (50%) of the preceding year annual assessment which the Association may levy against such lot and collect from year to year; provided, that the preceding year annual assessment upon each lot as aforesaid may be increased on all the lots in the District by an amount not exceeding one hundred percent (100%) of the previous annual assessment applicable to said lot, provided that at a meeting of the members specially called for that purpose, prior to the date on which the assessment is levied for the year for which such increase is proposed, seventy-five percent (75%) of the votes of the Class A members present in person or by proxy at such meeting may authorize such an increase by an affirmative vote therefore. The Association shall be empowered to levy and collect special assessments for capital improvements or repairs in such amounts as the said Board deems reasonably necessary.

(3) Unless the increases provided for in paragraph (2) of this Section 7 are specifically limited by the resolutions in which they are contained to be for a specified period, they shall continue to be effective until rescinded by the Association, at a meeting specially called for such purpose, by an affirmative vote of seventy-five percent (75%) of the Class A

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members present in person or by proxy, or by action taken under the terms of paragraph (5) of this Section 7 and in either such event the rescission shall be effective commencing on the first day of the next succeeding year.

(4) Whenever the Board of Directors of the Association may deem it advisable to submit to the members a proposal under paragraph (2) of this Section 7 for increasing or decreasing the amount of the annual assessments, it shall notify the members of the Association by mailing to such members at the last known address, with United States postage prepaid thereon, a notice of such meeting, giving the time and place at which it is to be held and the fact that an increase or decrease in the amount of the annual assessment is to be voted upon at such meeting; such notice must be deposited in the United States mail at a post office within twenty (20) miles of Peculiar, Missouri, not less than fifteen (15) days prior to the date of such special meeting.

(5) The first general assessment hereunder shall be for the calendar year beginning January 1, 2007, and shall be due and payable thirty (30) days after such assessment; future assessments shall be due and payable on January 1st of each year thereafter. Within fifteen (15) days from the levying of each assessment, the Association shall notify all Owners of assessable Lots whose addresses are listed with the Association of the amount of such assessment. Failure of the Association to levy the assessment prior to January 1st of each year for the next succeeding fiscal year beginning on January 1st shall not invalidate any such assessment subsequently made for that particular year; nor shall failure to levy an assessment for any one year affect the right of the Association to do so for any subsequent year. When the assessment is levied subsequent to the 1st day of December which precedes such fiscal year then such assessment shall become due and payable not later than thirty (30) days from the date of levying the assessment. Prior to the first assessment hereinabove

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provided for, if the Developer shall deem it necessary for the purpose of carrying out the terms of this Declaration, it shall have the right to make a partial assessment within the limits herein provided for and on a prorated basis for the period of time ending December 31, 1998. The Board of Directors of the Association may elect to permit collections in monthly, quarterly or semi-annual payments in lieu of the annual payments provided for herein.

(6) A written or printed notice, deposited in the United States Post Office, with postage prepaid thereon, and addressed to the respective Owners at the last address listed with the Association, shall be deemed to be sufficient and proper notice for these purposes, or for any other purpose of this Declaration where notices are required, unless otherwise provided herein.

(7) The Owner of each lot subject to an annual assessment as herein provided in paragraph of this Section 7 shall by acceptance of a Deed to such lot be taken to have agreed and does by these presents agree to pay to the Association all assessments placed against such Lot in accordance herewith, and said Association is hereby granted the power to proceed against such Owner personally for the collection of said assessments, said right to be in addition to and not to be construed as a limitation upon remedies and rights of said Association otherwise herein granted.

(8) The Board of Directors of the Association shall be empowered to levy and collect an initiation fee in an amount not greater than one-half of the then yearly general assessment from the purchaser of each dwelling, including new home purchases and resale purchases. Also, a transfer fee may be charged to cover transfer costs.

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SECTION 8. LIEN ON REAL ESTATE

(1) The assessment provided for herein shall become a lien on the real estate against which it can be levied as soon as it is due and payable as above set forth; provided, however, that such lien shall be inferior or subordinate to the lien of any valid first mortgage now existing or which may hereafter be placed on said real estate. In the event of the failure of any Owner to pay the assessment within thirty (30) days from the date same is levied, then such assessment, from the thirtieth (30th) day after it has been levied shall bear interest at the maximum rate of interest then allowed in Missouri on judgments.

(2) Within thirty (30) days from the date of levying the assessment for the calendar year during which and for which the assessment is levied, the assessments shall become delinquent and payment of both principal and interest may be enforced as a lien on said real estate, in proceedings in any court in Cass County, Missouri, having jurisdiction of suits for the enforcement of such liens. It shall be the duty of the Association to bring suits to enforce such liens before the expiration thereof. The Association may at its discretion file certificates of nonpayment of assessments in the office of the Recorder of Deeds whenever any such assessments are delinquent. For each certificate so filed, the Association shall be entitled to collect from the Owner or Owners of the property described therein a fee of the greater of One Hundred Fifty Dollars (\$150.00) or one year's general assessment as described in Section 7(1) above, which fee is hereby declared to be a lien upon the real estate so described in said certificate, provided that such lien shall be inferior and subordinate to the lien of any valid first mortgage now existing or which may hereafter be placed on said real estate. Such fee shall be collectable in the same manner as the original assessments provided for herein and in addition to the interest and principal due thereon.

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(3) Such liens shall continue for a period of five (5) years from the date of delinquency or the maximum amount allowed by law, whichever is longer, unless within such time suit shall have been instituted for the collection of the assessment, in which case the lien shall continue until the termination of the suit and until the sale of the property under execution of the judgment establishing same.

SECTION 9. EXPENDITURES LIMITED TO ASSESSMENTS FOR CURRENT YEAR

The Association shall at no time expend more money within any calendar year than the total amount of the general assessment for that particular year plus any surplus which it may have on hand from previous assessments; nor shall said Association enter into any contract whatsoever binding the general assessment of any future year to pay for any such obligation, and no such contract shall be valid or enforceable against the Association except for contracts for periods up to three (3) years for utilities, trash removal and equipment and property maintenance, it being the intention that the assessments for each year shall be applied as far as practicable toward payment of the obligations of that year, and that the Association shall have no power to make a contract affecting the assessment of any future or subsequent year except for the purposes set forth above.

SECTION 10. ASSOCIATION TO NOTIFY MEMBERS OF ADDRESS

The Association shall notify all Owners of land in the District as it may exist from time to time, insofar as the addresses of such Owners are listed with said Association, of the official address of said Association, the place and time of the regular meetings of the Association, and the place where payments shall be made and any other business in connection with said Association may be transacted, and in the case of any change of such address the Association shall notify all the Owners of the land within the District, insofar as their addresses are listed with the Association, of the new address.

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SECTION 11. DEVELOPER ACTING FOR ASSOCIATION

Until relinquished as set forth below, the Developer shall have the right at its option to perform the duties, assume the obligations, levy and collect the assessments, and otherwise exercise the powers herein given to the Association, in the same way and manner as though all of such powers and duties were hereby given directly to the Developer. The Association contemplated by the terms of this Declaration shall not assume any of the rights herein provided for without the consent of the Developer and its relinquishment in writing of such rights. The Developer may, by appropriate agreement made expressly for that purpose, assign or convey to the Association any or all of the rights, reservations and privileges reserved by it in this Section 11, and upon such assignment or conveyance being made, the Association shall exercise and assume such rights. There shall be a release of the Developer in exchange for the assignment and conveyance of such rights.

SECTION 12. TO OBSERVE ALL LAWS

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

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SECTION 13. AMENDMENT

Upon the affirmative vote of 66% of the votes of Class A members in person or by proxy at a meeting called for such purpose, and with the approval of the Class B member (so long as Class B membership exists), evidenced by a Declaration duly executed and acknowledged by such Class A and Class B members and recorded in the office of the Recorder of Deeds of Cass County, Missouri, this instrument may be modified and amended. Provided, however, that the Developer retains the right to amend this Declaration, in its sole discretion, as it may relate to land added pursuant to Section 4 above.

SECTION 14. HOW TERMINATED

This Declaration may be terminated, and all of the land now or hereafter affected may be released from all of the terms and provisions thereof, by the affirmative vote of ninety percent (90%) of the outstanding total votes of Class A and approval of the Class B member (so long as Class B membership exists), and shall be evidenced by an appropriate agreement or agreements for that purpose and filing the same for record in the office of the Recorder of Deeds of Cass County, Missouri.

SECTION 15. COVENANTS RUNNING WITH THE LAND

All of the provisions of this Declaration shall be deemed to be covenants running with the land, and shall be binding upon the Developer and upon their successors and assigns.

SECTION 16. CONTRIBUTIONS MADE BY DEVELOPER

As conditions precedent to the development of the District, Developer has been required to pay to the City of Peculiar, Missouri and other authorities certain fees, charges and impositions for streets, parks, utilities and other off-site improvements. Each grantee of the Developer or of any Owner of a Lot, by the acceptance of a deed, and each purchase under any contract for a deed of conveyance, and each purchaser under any agreement of

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sale, and each occupant of a Lot, and the heirs, successors and assigns of the foregoing persons, hereby releases the Developer, its successors, agents, officers, members, stockholders and assigns from any obligation to remit any part of such fees, charges and impositions to him, her or it in the event any of the same are declared invalid or illegal, or refunded for any reason, the refund or return of same to the Developer notwithstanding; it is expressly understood that Developer shall have the sole right to make claim for and receive any such refund or return.

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Sundance Development Corp. (Developer) or assigns shall have the power at any time to add to, waive or modify any or all of the restrictions or covenants contained herein for so long as one or more lots or tracts in the subdivision is under the ownership of Developer or its assigns. The Developer specifically reserves the right carry on its business in the subdivision, so long as Developer owns land within the subdivision or new homes are being constructed, including, but not limited to, maintaining sales offices, model homes, business offices and other facilities necessary or convenient for the business of Developer.

IN WITNESS WHEREOF, the undersigned has executed this instrument as of the 4th day of December, 2006.

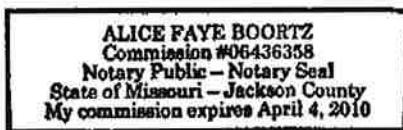
Sundance Development Corp. "Developer"
a Kansas Corporation

By: [Signature]
Bill Wiley, President

STATE OF MISSOURI, JACKSON COUNTY, SS.:

BE IT REMEMBERED, that on this 4th day of December, 2006, before me the undersigned, a Notary Public in and for the county and state aforesaid, came Bill Wiley, President of Sundance Development Corp., a Kansas Corporation, who is personally known to me to be the same person who executed, as such officer, the within instrument on behalf of said company, and such person duly acknowledged the execution of the same to be the act and deed of said company.

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



[Signature]
Notary Public

My appointment expires: 4/4/10

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Exhibit "A"

Lots 1 through 222, inclusive, COPPER CREEK, a subdivision in the City of Peculiar,
Cass County, Missouri.

Sandra A. Sandy Gregory
Recorder of Deeds
Cass County Courthouse
102 East Wall Street
Harrisonville, Missouri 64012
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FILE NUMBER 374618
OK BK 02912 PG 0518
RECORDED 12/05/2006 10:53:30 AM
RECORDING FEE 57.00
SANDRA A (SANDY) GREGORY, RECORDER OF DEEDS
CASS COUNTY, MISSOURI



Total fee this Document \$

(Space above reserved for Recorder of Deeds certification)

Title of Document: Declaration of Restrictions
on Copper Creek

Date of Document: 12/4/06

Grantor(s): Copper Creek

Grantee(s):

Mailing Address: 9

Reference Book and Page: PLAT BOOK 20 - Page 28

Legal Description: See Exhibit "A"

If there is not sufficient space on this page for the information required, state the page reference where it is contained within the document

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RETURN TO:

Total Fees First Page \$24.00
General Revenue (\$3.00 Each additional page) (Revised 2005)

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DECLARATION OF RESTRICTIONS OF COPPER CREEK

WHEREAS, a plat of land known as Copper Creek has been filed with the Recorder of Deeds of Cass County, Missouri at Plat Book 20, Page 28; and

WHEREAS, said plat creates said Copper Creek, composed of lots and tracts described on Exhibit "A" attached hereto; and

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

WHEREAS, Sundance Development Corp., a Kansas Corporation ("Developer") is the owner of all of the lots and land shown on the aforesaid plat and now desires to place certain restrictions thereon, all of which restrictions being for the use and benefit of the Developer, and for its future grantees and assigns.

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

DEFINITION OF TERMS USED:

For the purposes of these restrictions, the word "Developer" shall mean Sundance Development Corp., a Kansas Corporation.

The word "street" shall mean any street, road, drive, or terrace of whatever name, as shown on said plat of Copper Creek or plats of land subsequently encumbered with this Declaration.

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

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

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

The terms "district" or "subdivision" as used in this agreement shall mean all of the land described on Exhibit "A" attached hereto (hereinafter referred to as "Copper Creek"). If and when other land shall, in the manner hereinafter provided for, be added to that described above, then the term "district" and "subdivision" shall thereafter mean all land which shall from time to time be subjected to the terms of this agreement, including any future modifications thereof. The term "improved property" as used herein, shall be deemed to mean a single tract under a single ownership and use, and on which tract a residence has been erected or is in the process of erection or on which any other building not in violation of the restrictions then of record thereof is erected or is in the process of erection. Any such tract may consist of one or more contiguous lots or part or parts thereof. Any other land covered by this agreement shall be deemed to be vacant and unimproved.

The term "Association" shall mean the Copper Creek Homes Association, a Missouri not-for-profit corporation.

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

The term "owners" as herein used shall mean those persons or corporations who may from time to time own the land within the district.

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PERSONS BOUND BY THESE RESTRICTIONS:

Those who execute this instrument and all persons and corporations who or which may own or shall hereafter acquire any interest in the above-described lots and land hereby restricted shall be taken to hold and agree and covenant with the owners of said lots and land, and with their successors and assigns, to conform to and observe the following covenants, restrictions, and stipulations as to the use thereof and the construction of residences and improvements thereon for a period of time ending on September 15, 2026, provided, however, that each of said restrictions shall be renewable or amended in the manner hereinafter set forth.

The covenants are to run with the land and shall be binding on all owners within this subdivision and their grantees, heirs and assigns and all persons claiming under them until September 15, 2026, and shall be automatically continued thereafter for successive periods of twenty (20) years each, unless the owners of the fee title to the majority of said lots shall by resolution at a special meeting called for that purpose upon mailed notices to all such owners, release, change, amend or alter any or all of the said restrictions, to be effective at the end of any such twenty (20) year period. Such release, change, amendment or alteration shall be in writing, shall be signed and acknowledged by the owners of the lots agreeing thereto, and shall be filed with the Recorder of Deeds of Cass County, Missouri within two (2) years prior to the expiration of said twenty (20) year period. Provided, this document may be amended at any time upon the affirmative vote of seventy-five percent (75%) of the owners of the fee title to said lots, and with the written approval of the Developer, if it at that time Developer owns one or more lots or tracts, or upon the written approval of the Developer acting alone if it at that time owns one or more lots or tracts. Such amendment shall be in writing, shall be signed and acknowledged by the owners of the lots agreeing thereto, and shall be filed with the Recorder of Deeds of Cass County, Missouri. The following restrictions or protective covenants shall be kept by all persons owning,

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occupying or using said lots and land and may be enforced by injunction, mandatory or otherwise; the Association may recover its reasonable attorney's fees in connection with such proceedings.

If any party hereto, or any of its grantees or assigns, shall violate or attempt to violate any covenants herein, it shall be lawful for any other person or persons owning any real estate in Copper Creek to prosecute any proceedings at law or equity against the person or persons violating or attempting to violate any such covenants and either prevent him or them from so doing or to recover damages for such violation.

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

1. No lot in Copper Creek, except Lot 1, which will be used for the community swimming pool and cabaña, shall be used for any purpose except for one single family residence. No building shall be erected, altered, placed, or permitted to remain on any lot, other than one detached single family dwelling not to exceed three (3) stories in height and an attached private garage for not less than one car.

2. No building, structure, appurtenance or improvement of any type shall be erected, placed or altered on any lot until construction plans and specifications, including a plan showing location on the lot, have been approved by the Architectural Control Committee, hereafter defined. The Architectural Control Committee shall have the absolute discretion to approve or disapprove such plans, and shall consider same in connection with these restrictions, quality and type of workmanship and materials, harmony of external design and colors with existing structures and landscape, and location with respect to topography and finished grade elevation. No fences shall be erected, placed or altered without the prior approval of the Architectural Control Committee.

A. The Architectural Control Committee will be composed of the Board of Directors of the Copper Creek Homes Association ("Board of Directors"), or a subcommittee designated by it. Until such time that there exists a Board of Directors of the Copper Creek Homes Association,

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the Developer will act as the Architectural Control Committee. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. Neither the members of the Committee, nor its designated representatives shall be entitled to any compensation for services performed pursuant to this covenant.

B. The Architectural Control Committee shall have control over completed homes Copper Creek at or after the recording of this Declaration; exclusive control over approval of new homes to be constructed after the date of the filing of this Declaration shall be vested solely in Developer, until such time as the homes are sold and the owners thereof become subject to this Declaration of Restrictions and any homes association declaration, at which time said homes will then become subject to the Architectural Control Committee.

C. No building shall be located nearer than twenty-five (25) feet to the existing street lot line as shown in the recorded plat(s) of Copper Creek or the setback required by city ordinance, whichever is more restrictive.

D. No building shall be located nearer than seven and one-half feet (7.5) feet to any interior lot line, or as required by city ordinance, whichever is more restrictive.

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

F. No fencing shall be permitted upon any of the lots unless such fencing shall be cedar, wrought iron or vinyl and built with methods and materials that harmonize with external design of buildings in Copper Creek; all fences shall be erected with the finished sides out. All fences and decks must be approved in writing by the Architectural Control Committee. No fence shall exceed 60" in height unless specifically approved for a greater height by the Architectural Control Committee. No animal pens, animal runs or outdoor enclosures for animals shall be permitted without written Developer approval. Chain link fence is not permitted.

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

H. The Developer reserves the right to utilize one or more lots for models or sales offices. The Board of Directors may establish rules and regulations for the use of a portion of a home by the owner thereof in furtherance of his or her occupation; provided, however, that such use shall not otherwise result in the violation of these restrictions or permit advertising (on or off site) or visitation by customers or clients at the home; and provided, further, that use of any lot for a state certified day care center (child or adult) is prohibited.

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I. Decks may be constructed from CCA treated lumber (or equivalent) or cedar or combination of both. Decks must be approved by the Architectural Control Committee.

J. No residence shall be more than three stories in height, except that split-level construction shall be permitted.

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

L. No dwelling or residence shall be occupied until fully completed, except for exterior painting, sod, landscaping and minor trim details. In the event of fire, windstorm, or other damage, no building shall be permitted to remain in a damaged condition longer than three (3) months.

M. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot except that dogs, cats, or other common household pets may be kept, provided they are not kept, bred, or maintained for any commercial purpose, and further provided that not more than three (3) dogs or cats (or combination thereof) shall be kept or maintained on any lot. Exterior dog houses must be painted the same color as the house, have the same roof color as the house and can be no larger than eight (8) square feet. In the event an otherwise permitted animal, in the discretion of the Board, constitutes a nuisance or endangers the safety or welfare of any resident of the subdivision, such animal shall be removed from the subdivision by the owner thereof. In the event the owner fails or refuses to remove the animal, the Board of Directors may cause the animal to be removed.

N. No school or other buses, motor homes, mobile homes, autos, campers, camper-trailers, recreational vehicles, tractors or trucks shall be parked at the curb for more than twenty-four (24) hours at any one time or habitually. No school bus, camper, motor home, mobile home, camper, camper-trailer, recreational vehicle trailers, tractor, truck with a capacity in excess of $\frac{3}{4}$ ton, truck with camper attached or boat shall be parked or left outside on any lot for more than twenty-four (24) hours at any one time; such vehicles shall be stored in a garage if kept on a lot for more than twenty-four (24) hours. No major repair work shall be done on any car, truck, trailer or other vehicle while parked outside the garage or in the street. No autos, buses, boats, trucks, race cars, wrecked cars, modified stock cars, trailers, or vehicles that are not in operating condition, are not registered or whose presence might create an unsightly appearance or create a nuisance or be a hazard to life or health shall be allowed to be parked or left on any lot or at the curb. No trash, old appliances, junk or other refuse shall be allowed to accumulate on any lot.

O. No exterior clotheslines or poles (including flagpoles unless attached to a dwelling) may be erected or maintained on any of the lots hereby restricted.

P. Roofing materials and colors and exterior paint colors must be approved by the Architectural Control Committee.

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

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R. No radio or television aerial wire, antenna, antenna tower, or energy collector, or satellite dish in excess of 36" in diameter, whether permanent or temporary, shall be maintained outside of any structure. Provided, however, that prior written Architectural Control Committee approval shall be required for satellite dishes of 36" or less. The Architectural Control Committee shall have the power to specify location, screening and aesthetic requirements in connection with satellite dishes approved.

S. No tanks for the storage of oil or other fluids may be maintained on any portion of the premises above or below the surface of the ground.

T. No trash, ashes, or other refuse shall be thrown, dumped or placed upon any undeveloped portion of the subdivision.

U. Lawns shall be kept in good condition as soil, climate and other natural conditions permit, and grass shall not be permitted to reach a height of six (6) inches or more or otherwise create an unsightly appearance. In the event such grass is not kept within the height limitation above, the Association shall have the right to have such grass cut, and the cost therefore collected from the owner in the same manner as Association dues.

V. Any property owner or property subject to the restrictions herein set forth may construct, for their personal use, one in-ground swimming pool, the design and materials of which shall be subject to the approval of the Architectural Control committee; no above ground or above grade swimming pools shall be permitted. No tennis or basketball courts shall be allowed unless constructed on common areas or areas owned by the Homes Association.

W. No outbuildings or storage buildings shall be allowed. No "lean to's", additions, or attachments to the dwelling for the purpose of "storage" will be allowed.

X. No solar panels or solar collectors shall be installed or maintained on the exterior of any residence or on any lot.

Y. Basketball goals may be erected only with the prior written approval of the Architectural Control Committee including location. All basketball goals shall be free-standing on poles, and shall not be attached to any residence or building. Temporary basketball goals are not allowed. Poles, nets, hardware, backboards and braces shall be kept in good condition, and backboards shall be of a transparent or clear material.

Z. No sign of any type shall be erected, placed or maintained on any lot or on any structure on a lot without the prior approval of the Architectural Control Committee, except that subdivision entry signs/markers, directional signs and advertising signs may be erected and maintained by the Developer or the Board of Directors, with the consent of the Developer (so long as Developer owns land in the subdivision). For purposes hereof, a "sign" includes any mark, symbol, word(s), drawing or other drawing intended to communicate to a viewer. For sale signs by owner or real estate company signs will be allowed.

AA. No hunting or use of firearms or archery equipment shall be permitted in the subdivision.

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BB. No artificial vegetation shall be permitted on the exterior of any lot; exterior sculptures, fountains and other similar yard decor shall be subject to the prior approval of the Architectural Control Committee.

CC. No window or wall air conditioners will be allowed. Central air conditioning units only will be allowed.

3. Easements for installation and maintenance of utilities and drainage facilities are reserved on the front, side, or rear of each tract. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the tract, except for those improvements for which a public authority or utility company is responsible.

4. All single story residences shall have a total finished ground floor area of not less than 1275 square feet; all two story residences shall have finished ground floor area of not less than 500 square feet and a total finished floor area of 1275 square feet; all one and one-half story residences shall have a finished ground floor of not less than 600 square feet and a total finished floor area of 1275 square feet. Bi-level and split level residences shall have a total finished floor area of not less than 1275 square feet.

5. All residences shall have wood clad windows or vinyl windows.

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

7. The Developer unconditionally reserves the right to subject additional land to these restrictions and add same to the district and subdivision at any time, by document recorded

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in the Office of the Recorder of Deeds of Cass County, Missouri.

8. As conditions precedent to the development of Copper Creek, Developer has been required to pay to the City of Peculiar and other authorities certain fees, charges and impositions for streets, parks, utilities and other off-site improvements. Each grantee of the Developer or of any Owner of a Lot, by the acceptance of a deed, and each purchase under any contract for a deed of conveyance, and each purchase under any agreement of sale, and each occupant of a Lot, and the heirs, successors and assigns of the foregoing persons, hereby releases the Developer, its successors, agents, officers, members, stockholders and assigns from any obligation to remit any part of such fees, charges and impositions to him, her or it in the event any of the same are declared invalid or illegal, or refunded for any reason, the refund or return of same to the Developer notwithstanding; it is expressly understood that Developer shall have the sole right to make claim for and receive any such refund or return.

9. The developer shall have the ability to transfer any and all rights, power, or authority it has under this Declaration and the Homes Association Declaration.

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Sundance Development Corp. (Developer) or assigns shall have the power at any time to add to, waive or modify any or all of the restrictions or covenants contained herein for so long as one or more lots or tracts in the subdivision is under the ownership of Developer or its assigns. The Developer specifically reserves the right carry on its business in the subdivision, so long as Developer owns land within the subdivision or new homes are being constructed, including, but not limited to, maintaining sales offices, model homes, business offices and other facilities necessary or convenient for the business of Developer.

IN WITNESS WHEREOF, the undersigned has executed this instrument as of the 4th day of December, 2006.

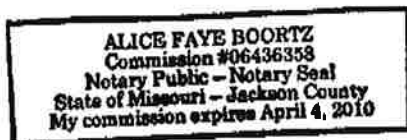
Sundance Development Corp. "Developer"
a Kansas Corporation

By: [Signature]
Bill Wiley, President

STATE OF MISSOURI, JACKSON COUNTY, SS.:

BE IT REMEMBERED, that on this 4th day of December, 2006, before me the undersigned, a Notary Public in and for the county and state aforesaid, came Bill Wiley, President of Sundance Development Corp., a Kansas Corporation, who is personally known to me to be the same person who executed, as such officer, the within instrument on behalf of said company, and such person duly acknowledged the execution of the same to be the act and deed of said company.

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



[Signature]
Notary Public

My appointment expires: 4/4/10

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Exhibit "A"

Lots 1 through 222, inclusive, COPPER CREEK, a subdivision in the City of Peculiar,
Cass County, Missouri.

12

Book: 4293 Page: 54

Instr #: 633815
Type: REST
Pages: 3
Fee: \$30.00 S



Electronically Recorded

Mike Medsker
Recorder of Deeds

**FIRST AMENDMENT TO DECLARATION OF RESTRICTIONS OF
COPPER CREEK**

THIS FIRST AMENMENT TO DECLARATION OF RESTRICTIONS OF COPPER CREEK is made on the 26th day of September, Two Thousand and Eighteen, by Mishler Properties, LLC, a Missouri limited liability company (hereinafter "Developer").

WITNESSETH:

WHEREAS, Developer is the successor and assignee of Sundance Development Corp., the original developer set forth in the Declaration of Restrictions of Copper Creek (hereinafter the "Declaration") recorded on December 5, 2006 as File No. 374618 with the Recorder of Deeds for Cass County, Missouri; which Declaration affects the following real property:

Lots 1 through 114, inclusive, COPPER CREEK, a subdivision in the City of Peculiar, Cass County, Missouri.

(Hereinafter referred to respectively and collectively as the "Property".)

WHEREAS, the Declaration provides that so long as Developer owns one or more lots or tracts of the Property, Developer may modify or amend the Declaration.

WHEREAS, Developer owns one or more lots or tracts of the Property.

WHEREAS, Developer desires to change the location of the Property's community swimming pool and cabana as set forth in the Declaration.

WHEREAS, Developer desires to amend the Declaration to allow for the construction of storage buildings or structures on the Property's residential lots, subject to the conditions and restrictions set forth herein.

WHEREAS, it is therefore necessary to amend the Declaration.

WHEREAS, all provisions of the Declaration not explicitly amended herein remain in

Mike Medsker, Recorder of Deeds

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effect as originally provided in the Declaration, unless amended by a separate document in compliance with the terms of the Declaration.

NOW, THEREFORE, the undersigned hereby amends the Declaration as follows:

1. Paragraph 1 of the Declaration is amended and replaced with the following provision:

"No lot in Copper Creek shall be used for any purpose except for one single family residence. If the Association elects to construct a community pool and cabana for the subdivision, the construction thereof shall be the obligation of the Association and shall be constructed on Tract C. Except as provided in Subsection W of Paragraph 2, no building shall be erected, altered, placed, or permitted to remain on any lot, other than one detached single family dwelling not to exceed three (3) stories in height and an attached private garage for not less than one car."

2. Subsection W of Paragraph 2 of the Declaration is amended and replaced with the following provision:

"No outbuildings or storage buildings shall be allowed except as herein provided. No 'lean to's', additions, or attachments to the dwelling for the purpose of 'storage' will be allowed. One storage building shall be permitted for each lot. Any such storage building shall only be permitted in the backyard of the lot, shall be no larger than 10 feet by 12 feet, shall not be located within an easement, shall not be located within five feet of any property line of such lot, and the exterior of which shall conform in style and color with the exterior of the residential dwelling located on such lot. No sheds constructed from metal shall be permitted. Additionally, construction of all storage buildings is first subject to approval by the Architectural Control Committee."

IN WITNESS WHEREOF, the said Developer has hereunto set his/her hand and seal.

Mishler Properties, LLC:

Mark Polk, Manager
By Mark Polk
Its Manager

9/26/2018
Date

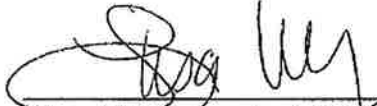
In the State of Missouri, County of Cass, on this 26 day of September, 2018, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Mark Polk, to me known to be the person described herein and a Member of Mishler Properties, LLC, who executed the foregoing instrument, and acknowledged that he/she executed the same as his/her free act and deed on behalf of Mishler Properties, LLC.

Mike Medsker, Recorder of Deeds

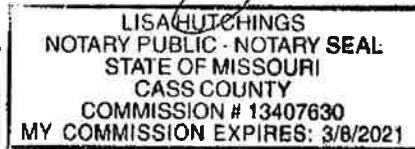
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Witness my hand and Notarial Seal subscribed and affixed in said County and State, the day and year in this certificate above written.

(Seal)


(Type Name of Notary) Lisa Hutchings

My Commission Expires March 8, 2021.



Mike Medsker, Recorder of Deeds

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Recorded In Cass County, Missouri



Recording Date/Time: 06/25/2020 at 01:12:18 PM

Book: 4516 Page: 16

Instr #: 007496

Type: AMEN

Pages: 8

Fee: \$36.00 & 20200009034



**Mike Medsker
Recorder of Deeds**

TITLE OF DOCUMENT: SECOND AMENDMENT TO DECLARATION OF RESTRICTIONS

Date of Document: June 11, 2020

Grantor(s): Mark Polk, Mishler Properties, LLC

Grantor(s) Address: 512 Pine St, Belton, MO 64012

Grantee(s): Copper Creek Homes Association

Grantee(s) Address: 512 Pine St, Belton, MO 64012

Legal Description: Lot 1 through 116, inclusive, Copper Creek, a subdivision in the City of Peculiar, Cass County, Missouri.

Reference Book and Page(s) if applicable: Book 4293 at Page 54, and Book 2912 at Page 518

Requested by and return to:

Gerard D. Eftink

704 W. Foxwood Dr, POB 1280

Raymore, MO 64083

Mike Medsker, Recorder of Deeds

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SECOND AMENDMENT TO DECLARATION OF RESTRICTIONS OF COPPER CREEK

**THIS SECOND AMENDMENT TO DECLARATION OF RESTRICTIONS OF
COPPER CREEK** is made on this 11 day of June, 2020, by Mishler
Properties, LLC a Missouri limited liability company (hereinafter "Developer").

WITNESSETH

WHEREAS, Developer is the successor and assignee of Sundance Development Corp.,
the original developer set forth in the Declaration of Restrictions of Copper Creek (hereinafter
the "Declaration") recorded on December 5, 2006 as File No. 374618 with the Recorder of
Deeds for Cass County, Missouri; which Declaration affects the following real property:

Lots 1 through 116, inclusive, COPPER CREEK, a subdivision in the City of Peculiar,
Cass County, Missouri.

(Hereinafter referred to respectively and collectively as the "Property". This Declaration
effects also any realty within the same boundaries described by the Declaration recorded on
December 5, 2006 even if the Lot Number or Lot Designation has since changed.)

WHEREAS, the Declaration provides that so long as Developer owns one or more lots
or tracts of the Property, Developer may modify or amend the Declaration.

WHEREAS, Developer owns one or more lots or tracts of the Property.

WHEREAS, Developer desires to change the location and terms of the Property's
possible community swimming pool and cabana as set forth in the Declaration.

WHEREAS, the First Amended Declaration of Restrictions of Copper Creek (hereinafter
the "First Amended Declaration") was recorded on September 27, 2018 as File No. 633815 with
the Recorder of Deeds for Cass County, Missouri; which First Amended Declaration affects the
Property.

Mike Medsker, Recorder of Deeds

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WHEREAS, it is therefore necessary to amend the Declaration and the First Amended Declaration.

WHEREAS, all provisions of the Declaration recorded on December 5, 2006 as File No. 374618 with the Recorder of Deeds for Cass County, Missouri not explicitly amended herein remain in effect as originally provided in the Declaration, unless amended by a separate document in compliance with the terms of the Declaration.

WHEREAS, all provisions of the First Amended Declaration not explicitly amended herein remain in effect as originally provided in the Declaration, unless amended by a separate document in compliance with the terms of the Declaration; in particular, Paragraph Number "1" on page 2 of the First Amended Declaration is amended as set out below.

NOW, THEREFORE, the undersigned hereby amends the Declaration and the First Amended Declaration as follows:

1. Paragraph 1 of the Declaration and Paragraph 1 on page 2 of the First Amended Declaration are amended and replaced with the following provision:

“No lot in Copper Creek shall be used for any purpose except for one single family residence. Copper Creek Homes Association ("Association ") has been incorporated. If the Association elects to construct a community pool and cabana for the subdivision, the construction thereof shall be the obligation of the Association with it bearing the costs and said community pool and cabana shall be constructed on Lot 75. If Association completes the construction of said community pool (with or without cabana) on Lot 75 by September 1, 2022, the real estate described as Lot 75 shall be donated by Developer to the Association and shall be common ground and any improvements thereon financed by the Association shall belong to the Association; however, if Association has not completed the construction of said community pool (with or without cabana) on Lot 75 by September 1, 2022, the Association shall be declared in default, which means the right of the Association to use said Lot 75 shall irrevocably cease, the real estate described as Lot 75 and any improvements shall then belong to Developer, and Developer shall then have the right to use said Lot 75, including the right to construct a single family residence or to use it for itself for other lawful purposes; further, in the event of said default by the Association, Developer will not be obligated to provide any other real estate to the Association for use in constructing a pool or cabana. Developer and Association may mutually agree in a writing signed by both, which must be notarized, to extend the deadline by a reasonable amount of time if substantial work has taken place on the construction of the pool by the above deadline. Except as provided in Subsection W of Paragraph 2 of the Declaration as amended by Paragraph 2 of the First Amended Declaration, no building shall be erected, altered, placed, or permitted to remain on any lot, other than one detached single family dwelling not to exceed three (3) stories in height and an attached private garage for not less than one car.”

Mike Medsker, Recorder of Deeds

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2. Paragraph 2 of the First Amended Declaration addresses the issue of outbuildings or storage buildings. Paragraph 2 of the First Amended Declaration amends Subsection W of Paragraph 2 of the Declaration. Paragraph 2 of the First Amended Declaration is not affected by this Second Declaration but rather Paragraph 2 of the First Amended Declaration is reaffirmed.

Additionally, Polk Development, LLC signs to show its consent and its agreement to follow the terms of the above regarding Lot 75.

IN WITNESS WHEREOF, the said Developer has hereunto set his/her hand and seal.

Mishler Properties, LLC:

Mark Polk
By: Mark Polk
Its Managing Member

6/11/2020
Date

In the State of Missouri, County of Cass, on this 11th day of June, 2020, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Mark Polk, to me known to be the person described herein and a Managing Member of Mishler Properties, LLC, who executed the foregoing instrument, and acknowledged that he/she executed the same as his/her free act and deed on behalf of Mishler Properties, LLC.

Witness my hand and Notarial Seal subscribed and affixed in said County and State, the day and year in this certificate above written.

Seal



AMY C. BOSWELL
My Commission Expires
February 27, 2022
Cass County
Commission #14845175

Amy C. Boswell
Notary Public

Type Name Amy C Boswell

My Commission Expires:

Signing to show consent as to the terms as they relate to Lot 75:

Mike Medsker, Recorder of Deeds

Cass County, MO - Web Copy

Polk Development, LLC:

Mark Polk
By: Mark Polk
Its Managing Member

6/11/2020
Date

In the State of Missouri, County of Cass, on this 11th day of June, 2020, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Mark Polk, to me known to be the person described herein and a Managing Member of Polk Development, LLC, who executed the foregoing instrument, and acknowledged that he/she executed the same as his/her free act and deed on behalf of Polk Development, LLC.

Witness my hand and Notarial Seal subscribed and affixed in said County and State, the day and year in this certificate above written.

Seal



AMY C. BOSWELL
My Commission Expires
February 27, 2022
Cass County
Commission #14845175

[Signature]
Notary Public

Type Name Amy C Boswell

My Commission Expires:

Mike Medsker, Recorder of Deeds



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FILE NUMBER 375549
OR BK 02918 PG 0221
RECORDED 12/18/2006 12:26:04 PM
RECORDING FEE 30.00
SANDRA A (SANDY) GREGORY, RECORDER OF DEEDS
CASS COUNTY, MISSOURI

PERMANENT STREAM BUFFER CONSERVATION EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS, that Sundance Development Corp., their heirs, successors and assigns, hereinafter referred to as Grantor, does hereby grant to the Copper Creek Homes Association, hereinafter referred to as Grantee, its successors and assigns, the following described permanent stream buffer conservation easement.

TO WIT:

See Exhibit A attached hereto

Grantor hereby grants the following rights to the above described permanent stream buffer conservation easement to Grantee: to enter upon the easement to observe and study the activities thereon and the effect thereof on the adjacent streamway; to prevent Grantor or third persons from conducting any activity on or use of the easement that is inconsistent with the purpose of the easement, and to require of Grantor or third persons the restoration of such areas or features of the Easement that may be damaged by any inconsistent activity or use; to monitor Grantor's compliance with and otherwise enforce the terms of the this easement.

The Grantor agrees they will not construct, plant or cause to be placed within the limits of said easement any obstacle of a permanent nature, including but not limited to permanent lawn furniture, swingsets, woodpiles, fences or compost piles. If any obstacle or thing is placed within the limits of this easement by the Grantor, their representative or agent, the Grantor will in no way hold the Copper Creek Homes Association or its assigns liable for any damage done thereto or for the removal thereof by enforcement of the terms of this Easement. Grantor further agrees that they will not conduct any of the following acts on, over, or under the Easement: (a) drilling, excavating or removing from the Property of any topsoil, sand, rock or other mineral resource or natural deposit or other materials; (b) harvesting or otherwise destroying trees, grasses, or other vegetation without prior written consent of Grantee; (c) introducing or planting of additional trees, grasses or other vegetation without prior written consent of Grantee; (d) manipulating or altering the natural watercourses; (e) dumping of any waste or unsightly or offensive material; (f) changing the topography of the land in any manner; (g) tilling the land; or (h) conducting any activity which is detrimental to the water quality of the adjacent streamway.

It is expressly acknowledged that any forbearance by Grantee to exercise its rights under this Easement in the event of any breach of any term of the Easement by Grantor shall not be deemed

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or construed to be a waiver by Grantee of such term or of any subsequent breach of the same or any other term of this Easement or of any of Grantee's rights hereunder. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair such right of remedy or be construed as a waiver.

Grantor, their heirs, successors and assigns, hereby waive and release Grantee from any and all claims for damages or compensation either now or in the future arising by reason of the use of said land for the purposes described herein.

This Agreement is binding upon the heirs, executors, administrators, successors and assigns of both parties hereto and it is understood that this agreement cannot be changed or altered in any way except by writing, legally signed by both parties concerned herewith.

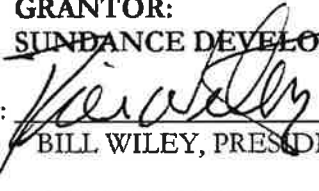
TO THESE COVENANTS, the Grantor does hereby consent and agree.

IN WITNESS WHEREOF, the parties above named have hereunto set their hands this 8th day of December, 2006.

GRANTOR:

SUNDANCE DEVELOPMENT CORP.

By:

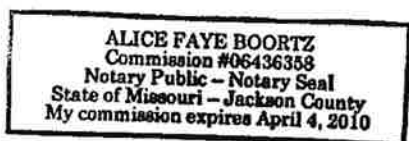

BILL WILEY, PRESIDENT


ACKNOWLEDGMENT

STATE OF MISSOURI }
 } ss.
COUNTY OF JACKSON }

BE IT REMEMBERED, that on this 8th day of December, 2006, before me the undersigned, a Notary Public in and for the County and State aforesaid, came Bill Wiley, President of Sundance Development Corp., who is known to me to be the same person who executed the within instrument of writing, and duly acknowledged the execution of same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written.




Notary Public: Alice Faye Boortz

My appointment Expires: April 4, 2010

C:\Program Files (x86)\Microsoft Office\MSWORDFILES\20383 PERMANENT STREAM BUFFER CONSERVATION EASEMENT.DOC

Cass County, MO - Web Copy

EXHIBIT A

ALL OF TRACT A AND A PART OF LOTS 45, 46 AND 47 DELINEATED AS STORM DRAINAGE EASEMENT (S/D), COPPER CREEK SECOND PLAT, LOTS 11 THRU 47, TRACT A AND TRACT B, A SUBDIVISION IN THE CITY OF PECULIAR, CASS COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF, FILED IN PLAT BOOK 20 AT PAGE 64, IN THE OFFICE OF THE CASS COUNTY RECORDER OF DEEDS.

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