

**DECLARATION  
OF COVENANTS, CONDITIONS AND RESTRICTIONS  
OF  
THE POINTE AT RAYMORE**

THIS DECLARATION, made on the date hereinafter set forth by Pointe Development, LLC, herein referred to as "Declarant".

**NOTICE OF INTENT**

This Declaration provides for an extensive degree of control in the Declarant, including but not limited to (i) control of the Association and supervision over the type and design of Improvements which may be constructed within the Subdivision and upon each Residential Unit Lot located therein; (ii) the right to amend this Declaration; and (iii) substantial flexibility in developing the Subdivision. The provisions hereof also contain limitations on the liability of the Declarant. Each Owner, by accepting title to a Lot or a particular Residential Living Unit located within a Residential Unit Lot, and each Association Member, by accepting such membership, acknowledges, agrees to, and accepts the Declarant's control of the Subdivision and the limited liability of the Declarant as provided for in this Declaration. Such control is an integral part of this Declaration and the general scheme of development and operation of the Subdivision. Capitalized terms used in this and the following introductory paragraphs are defined in Article I of this Declaration.

**WITNESSETH:**

WHEREAS, Declarant is the Owner of certain real estate in the City of Raymore, County of Cass, State of Missouri, which is more particularly described as:

The Pointe At Raymore - First Plat  
(herein the "Property").

WHEREAS, Declarant is developing the Property into a planned unit development of fourplexes and sixplexes, known as THE POINTE AT RAYMORE, which Subdivision will include; fourplex units and sixplex units constructed within the areas designated on the Plat of the subdivision and referred to herein as "Residential Unit Lots"; certain common areas to be held and owned by the Association and set aside for the common use, enjoyment and benefit of all of the Owners and referred to herein as "Common Areas"; certain areas to be held and owned by the Association but restricted and delegated to the exclusive use of certain designated Owners, from time to time, of indicated Residential

Living Units (said areas to be referred to herein as "Restricted Common Areas"); green spaces, and other features; and

WHEREAS, Declarant desires to place certain protective covenants, conditions, restrictions, reservations, liens, and charges on the Property described herein, as hereafter set forth, and such other property as may subsequently be subjected hereto by annexation or otherwise, for the use and benefit of Declarant, his grantees, successors, heirs and assigns; and

WHEREAS, the Declarant desires to provide for the preservation and enhancement of the property values, amenities and opportunities, for the maintenance (as described herein) of the Property and improvements thereon, and such other property as may be subsequently subjected hereto, and to this end desires to subject the real property heretofore described, to the covenants, restrictions, easements, charges, and liens hereinafter set forth, each and all of which is and are for the benefit of said Property and each Owner thereof; and

WHEREAS, the Declarant has deemed it desirable, for the efficient preservation of the environment, values, and amenities in said Property, to create an agency to which shall be delegated and assigned the powers of owning, maintaining, regulating, controlling, and administering the Common Areas, Restricted Common Areas and facilities, and providing and administering the services to be provided within the Subdivision to the Owners and their Residential Living Units located within the Property, and enforcing the covenants and restrictions and collecting and disbursing the Assessments and charges hereinafter created, and promoting the recreation, health, safety, and welfare of the residents; and

WHEREAS, the Declarant has incorporated or will cause to be incorporated, under the laws of the State of Missouri, THE POINTE AT RAYMORE OWNERS' ASSOCIATION, INC., as a not-for-profit corporation for the purpose of exercising the functions aforesaid.

NOW, THEREFORE, Declarant hereby declares that the Property described above and any property subsequently annexed by separate Declaration hereto, shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions, all of which are for the purpose of enhancing and protecting the value, desirability, and attractiveness of said property. These easements, covenants, restrictions, and conditions shall run with the Property and shall be binding on all parties having or acquiring any right, title, or interest in the Property or any part thereof, and their heirs, successors, and assigns and shall inure to the benefit of each Owner thereof.

## ARTICLE I DEFINITIONS

Section 1. "Annexation Property" means any additional real property which is annexed to the Subdivision, thereby becoming a part thereof and subject to this Declaration, in accordance with the provisions of Article II.

Section 2. "Assessments" shall include and mean the following:

(a) "Regular Assessment" means the amount which is to be paid by each Owner as such Owner's Proportionate Share of the Common Expenses incurred by the Association pursuant to the terms hereof.

(b) "Special Assessment" means (i) a charge against a particular Owner directly attributable to such Owner to reimburse the Association for costs incurred in bringing the Owner into compliance with the provisions of this Declaration, the Association Articles or Bylaws, (ii) any other charge designated as a Special Assessment in this Declaration, the Association Articles, or Bylaws, and (iii) attorneys' fees and other charges payable by such Owner as a Special Assessment pursuant to the provisions of this Declaration.

Section 3. "Association" shall mean and refer to THE POINTE AT RAYMORE OWNERS' ASSOCIATION, INC., its successors and assigns.

Section 4. "Association Articles" means the Articles of Incorporation of the Association as same may be amended from time to time.

Section 5. "Association Bylaws" means the bylaws of the Association adopted by the Association, as such bylaws may be amended from time to time.

Section 6. "Common Area" shall mean, refer to, and include all real property (including any improvements thereto) owned by the Association which is either set aside and intended to serve or service the common use and enjoyment of all of the Members of the Association, or which is approved by the Aesthetics Review Board and set aside to serve or service a Residential Living Unit as Restricted Common Area.

Section 7. "Common Expenses" means the actual costs incurred by the Association in administering, maintaining, managing, repairing, replacing, insuring, and operating the Common Areas and in fulfilling its obligations and responsibilities with respect to the Restricted Common Areas and in providing and accomplishing those responsibilities and obligations set forth herein relating to any Owner's Residential Living Unit and in conducting its other business and responsibilities, rights or discretionary authorities, as set

forth herein or reasonably necessary and proper to accomplish the purposes for which the Association is formed and exists.

Section 8. "Declarant" shall mean and refer to Pointe Development, LLC. To the extent that Pointe Development, LLC transfers or conveys all of his interest in the Property to another person or entity for the purpose of developing the Property, such party as the successor to Pointe Development, LLC shall be and become the Declarant for all purposes of this Declaration.

Section 9. "Declaration" shall mean The Declaration of Covenants, Conditions, and Restrictions of The Pointe at Raymore as evidenced by this document and as properly amended, or modified hereafter.

Section 10. "Fourplex" or "Sixplex" shall mean and refer to the structure(s) that are constructed within and on each Residential Unit Lot, each said structure to be constructed as one building containing four or six (respectively) separate and distinct living units or residences, each of which shall have separate entrances and separate garages (each said separate and distinct living unit and residence being hereinafter defined as a "Residential Living Unit").

Section 11. "Improvements" shall mean and include all buildings, outbuildings, roads, driveways, sidewalks, parking areas, fences, screening walls, retaining walls, stairs, decks, hedges, windbreaks, plantings, planted trees and shrubs, poles, signs, and all other structures or landscaping improvements of every type and kind.

Section 12. "Maintenance" shall mean the exercise of reasonable care to keep buildings, landscaping, lighting, and other related improvements and fixtures in a condition comparable to their original condition, normal wear and tear excepted. Maintenance of landscaping shall further mean the exercise of generally accepted garden management practices necessary to promote a healthy, weed free environment for optimum plant growth.

Section 13. "Member" shall mean and refer to every person or entity who holds membership in the Association.

Section 14. "Mortgage" shall mean a conventional mortgage or a deed of trust.

Section 15. "Mortgagee" shall mean a holder of a conventional mortgage or a beneficiary under or holder of a deed of trust.

Section 16. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to a Fourplex, Sixplex, Residential Unit Lot, or a

Residential Living Unit or other land which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 17. "Owner's Proportionate Share" means a fraction, the numerator of which is the number of Residential Living Units then owned by such Owner within the Property and the denominator of which is the total number of Residential Living Units then within the Property.

Section 18. "Property" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association, and this Declaration as hereinafter provided.

Section 19. "Residential Living Unit" shall mean and refer to each separate and distinct living unit or residence located within each Fourplex or Sixplex constructed within and on each Residential Unit Lot.

Section 20. "Residential Unit Lot" shall mean and refer to any separate area designated as such by a numerical reference assigned to same and reflected upon any recorded subdivision plat map of the Property set aside for the construction of a Fourplex or Sixplex, or on which a Fourplex or Sixplex is constructed. In the event any Residential Unit Lot, as originally identified, is split pursuant to Section 410.195 of the City Ordinances of Raymore, Missouri, then "Residential Unit Lot" shall mean and refer to any newly identified split or separate area designated as such by reference assigned to same or by metes and bounds description assigned to same, and reflected upon any re-recorded subdivision plat map of the Property, any survey of the newly split lot, or by certification upon any re-recorded subdivision plat map or survey of the Property.

Section 21. "Restricted Common Area" shall mean and refer to all Common Areas owned by the Association on or over which, with the approval of the Aesthetics Review Board pursuant to Article VII of the Declaration, is located specific improvements or features, including, but not limited to; driveways, sidewalks, foundation plantings, landscaping features and improvements, air conditioning or heating equipment, roof, balcony or deck overhangs which are intended to and do in fact serve or service the needs, welfare and best interests of a Residential Living Unit once a Fourplex or Sixplex containing Residential Living Units is constructed on such Residential Unit Lot or Lots.

Section 22. "Subdivision" shall mean and refer to the Property together with any Annexation Property.

Section 23. "Supplementary Declaration" shall mean and refer to any declaration of covenants, conditions, or restrictions which may be recorded by the Declarant which

contains some complementary provisions in relation to the Property or any portion thereof as authorized herein and is reasonably related to the general welfare of the Owners and occupants within the Property or the portion thereof affected by same.

## **ARTICLE II ANNEXATION OF ADDITIONAL PROPERTIES**

Section 1. So long as Declarant continues to own any Residential Unit Lot or Residential Living Unit subject to this Declaration, whether originally included herein or as a result of same being included in Annexation Property, if the Declarant, alone or in conjunction with other parties, develops additional lands which he wishes to annex to this Declaration, such additional lands may be annexed to and included within the Subdivision and made subject to the terms and conditions of this Declaration by the execution by Declarant of a written annexation instrument and the recording of same in the office of the Director of Records for Cass County, Missouri at Harrisonville, Missouri. Such annexation may include complementary additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary in Declarant's sole discretion to reflect the different character, if any, of the Annexation Property and as not inconsistent with the scheme of this Declaration. In no event, however, shall such annexation revoke, modify, or add to the covenants and restrictions established by this Declaration as having application to the current real estate identified as the Property.

Section 2. Following the conveyance by Declarant of all Residential Unit Lots or all Residential Living Units subjected now or hereafter to this Declaration, annexation of additional property to be made subject to this Declaration shall require the assent of two thirds (2/3) of all Member's votes cast at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting. The presence of members or of proxies entitled to cast sixty percent (60%) of the votes of the membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called subject to the notice requirement set forth above and the required quorum at such subsequent meeting shall be one-half (1/2) of the required quorum of the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting. In the event that the requisite number of votes are not represented, in person or by proxy, members not present may give their written assent to the action taken thereat.

Section 3. Following the valid annexation of additional property to this Declaration and its terms and conditions, such property shall be subject to this Declaration and subject to the functions, powers, and jurisdiction of the Association, and thereafter said Annexation Property shall be part of the Subdivision for all intents and purposes of this Declaration and all of the Owners of Residential Unit Lots, Fourplexes or Sixplexes, or

Residential Living Units in the Annexation Property shall automatically be Owners in accordance with the terms hereof.

### **ARTICLE III ASSOCIATION**

Section 1. Purpose of the Association. The Association has been, or will be, incorporated as a corporation not organized for profit under the laws of Missouri. The Association shall be responsible for the matters as provided in or contemplated by this Declaration, the Association Articles, or the Association Bylaws.

Section 2. Membership in Association.

(a) Subject to the provisions of Section 13 of this Article III, each Owner shall be entitled to only one Association Membership and one vote in the Association for each Residential Living Unit owned, so long as he/she is the Owner of such Residential Living Unit, and such Owner shall specify in writing to the Association the name of the individual who will hold the Association Membership. In the absence of such written specification, Assessments shall nevertheless be charged against the Residential Living Unit and Owner thereof, but there shall be no right to vote the membership.

(b) Subject to the provisions of Section 2(a), once an Association Member has been specified by an Owner of a Residential Living Unit, a new Association Member may only be specified for that Residential Living Unit upon at least 15 days prior notice to the Board of the Association; provided, however the foregoing shall not impair the provisions of Section 2(c).

(c) A membership in the Association shall not be transferred, pledged, or alienated in any way, except as herein expressly provided. Subject to the provisions of Section 2(a), Association Membership shall automatically be transferred to the new Owner upon the transfer of the Residential Living Unit to which it appertains (and then only to such transferee), whether by sale, intestate succession, testamentary disposition, foreclosure of a Mortgage or other legal process transferring fee simple title to such Residential Living Unit.

Section 3. Assignment of Declarant's Voting Rights. If any lender to whom the Declarant has assigned, or hereafter assigns, as security all or substantially all of his rights under this Declaration, succeeds to the interests of the Declarant by virtue of said assignment, the absolute voting rights of the Declarant as provided in Section 13 of this Article III shall not be terminated thereby, and such lender shall hold the Declarant's

memberships and voting rights on the same terms as they were held by the Declarant pursuant hereto.

Section 4. Board of Directors of the Association.

(a) The affairs of the Association shall be conducted by the Association Board as herein provided and in accordance with the Association Articles and Association Bylaws. Except for directors elected by the Declarant as provided for in Section 13 of this Article III, each director shall be an Association Member or the spouse of an Association Member. If a director shall cease to meet such qualifications during his term, he will thereupon cease to be a director and his place on the Association Board shall be deemed vacant.

(b) Except for directors elected by the Declarant as provided for in Section 13 of this Article III, the Members shall have the power and right to appoint and remove the members of the Association Board as provided in the Association Articles and Association Bylaws.

Section 5. Approval of Members. Unless elsewhere otherwise specifically provided in this Declaration or the Articles or Bylaws of the Association, any provision which requires the vote or written assent of the members of the Association shall be deemed satisfied by the following:

(a) The vote in person, or by proxy, of the specified percentage of Association Members entitled to vote at a meeting duly called and noticed pursuant to the provisions of the Association Articles or Bylaws, dealing with annual or special meetings of the Members of the Association.

(b) Written consents signed by the specified percentage of Members then entitled to vote as provided in the Bylaws of the Association.

Section 6. Additional Provisions in Articles and Bylaws. The Articles and Bylaws of the Association may contain any provision relating to the conduct of the affairs of the Association and the rights and powers of its directors, officers, employees, agents, and Members not inconsistent with law or this Declaration.

Section 7. Association Rules. In order to be able to address specific matters relating to the administration, operation, and development of, or other matters relating to, the Subdivision, the Association Board shall be empowered to adopt, amend, or repeal such rules and regulations as it deems reasonable and appropriate (the "Association Rules"). The Association Rules may include the establishment of a system of fines and penalties enforceable as Special Assessments or otherwise. The Association Rules shall not be



inconsistent with the terms of this Declaration. The Association Rules may not unreasonably or unlawfully discriminate among Owners and Association Members. A copy of the Association Rules as they may from time to time be adopted, amended, or repealed, or a notice setting forth the adoption, amendment, or repeal of specific portions of the Association Rules shall be delivered to each Association Member in the same manner established in this Declaration for the delivery of notices. Upon completion of the notice requirements, the Association Rules shall have the same force and effect as if they were set forth in and were part of this Declaration and shall be binding on the Owners and Association Members, and all other Persons having any interest in, or making any use of, the Association, whether or not actually received thereby. The Association Rules, as adopted, amended, or repealed, shall be available at the principal office of the Association to each Owner, Association Member, or other person reasonably entitled thereto, upon request. In the event of any conflict between any provision of the Association Rules and any provisions of this Declaration or the Association Articles or Bylaws, the Association Rules shall be deemed to be superseded by the provisions of this Declaration or such Articles or Bylaws to the extent of any such conflict.

Section 8. Indemnification. To the fullest extent permitted by law, every director and every officer of the Association, and the members of the Aesthetics Review Board, and the Declarant (to the extent a claim may be brought against the Declarant by reason of his appointment, removal, or control over members of the Association Board or the Aesthetics Review Board) shall be indemnified by the Association, and every other person serving as an employee, or direct agent of the Association, or on behalf of the Association as a member of a committee or otherwise, may, in the discretion of the Board of the Association, be indemnified by the Association, against all expenses and liabilities, including attorneys' fees, reasonably incurred by or imposed upon him in connection with any proceeding or any settlement thereof to which he may be a party, or in which he may become involved, by reason of his being or having served in such capacity on behalf of the Association (or in the case of the Declarant by reason of having appointed, removed, or controlled, or failed to control members of the Association Board or the Aesthetics Review Board) whether or not he is a director, an officer, or a member of the Aesthetics Review Board, or serving in such other specified capacity at the time such expenses are incurred; provided, however, that prior to agreeing to any such indemnification, the Association Board shall determine, in good faith, that such officer, director, member of the Aesthetics Review Board, or other person, or the Declarant, did not act, fail to act, or refuse to act willfully, or with gross negligence, or fraudulent or criminal intent in the performance of his duties. The foregoing rights of indemnification shall be in addition to and not exclusive of all other rights to which such persons may be entitled at law or otherwise. Appropriate insurance may be obtained pursuant to Article IV to cover any liability exposure created by virtue of the foregoing indemnification.

Section 9. Non-Liability of Officials. To the fullest extent permitted by law, neither the Declarant, any directors or officers of the Association, any Aesthetics Review Board member, nor any other members of committees of the Association shall be liable to any Association Member or any Owner, Occupant, or other Person for any damage, loss, or prejudice suffered or claimed on account of any decision, approval, or disapproval of plans or specifications (whether or not defective), course of action, inaction, omission, error, negligence, or the like made in good faith and which the Declarant, any director, any officer, or any member of such committees reasonably believed to be within the scope of his duties.

Section 10. Accounting. The Association, at all times, shall keep, or cause to be kept, true and correct records of account in accordance with generally accepted accounting principles, and shall have available for the inspection of all Owners at reasonable times during regular business hours, books which shall specify in reasonable detail all expenses incurred and funds accumulated from Assessments or otherwise. The Association shall employ a firm of Certified Public Accountants to render a written audit of its operations for each calendar/ fiscal year and a copy of such written audit shall be available upon request to the Owners.

Section 11. Records. The Association shall, upon reasonable written request and during reasonable business hours, make available for inspection by each Owner and Association member the books, records, and financial statements of the Association together with current copies, as amended from time to time, of this Declaration and the Association Articles and Bylaws and Association Rules. The Declarant shall be under no obligation to make his own books and records available for inspection by the Association, or any Owner, Association member, or other Person.

Section 12. Managing Agent. Any powers, duties, and rights of the Association created pursuant hereto, or of the Board, as provided by law and herein, may be delegated to a managing agent under a management agreement, which agent may or may not have a relationship to the Declarant or the principals of Declarant; provided, however, that no such delegation shall relieve the Association of its obligation to perform any such delegated duty.

Section 13. Declarant's Control of the Association. Notwithstanding anything in this Article III or elsewhere in this Declaration to the contrary, the Declarant shall maintain absolute and exclusive control over the Association and the Aesthetics Review Board, including appointment and removal of the President and all other officers of the Association, all directors of the Association Board, and all members of the Aesthetics Review Board, until all of the Residential Living Units in the Subdivision (as it exists from time to time) have been sold to third parties. Until such time, only the Declarant will be entitled to cast any votes with respect to the election and removal of Association officers or

directors and members of the Aesthetics Review Board, or any other matters requiring the vote or approval of Association Members. The Declarant voluntarily may (but shall not be required to) at any time assign or relinquish all or any part of the Declarant's control and rights under this Section.

**ARTICLE IV  
POWERS AND DUTIES  
OF THE ASSOCIATION**

In addition to any and all powers, rights and privileges granted to a Missouri not-for-profit corporation, the Association shall have the following powers whenever in the exercise of its discretion it may deem them necessary or advisable, and which it shall have the responsibility to provide if so indicated in this Article or elsewhere in the Declaration:

- (1) To enforce, in its own name, any covenants, conditions, or restrictions which may now or may hereafter be imposed upon any of the Property.
- (2) The Association shall be authorized to and shall, in fact maintain, plant, care for, fertilize, spray, trim, protect and replant such trees, shrubs, and other landscaping along all streets within the Property, in or upon Common Areas and in or upon Restricted Common Areas, as the Association shall deem to be appropriate and proper. In addition, the Association shall be authorized to and shall, in fact, provide lawn care, mowing, reseeding, fertilizing, and maintenance of all lawns and grassy areas within the Property and on Common Areas.
- (3) To provide and maintain such lights as the Association may deem advisable on streets, areas dedicated to the public or for the use of Members of the Association, gateways, entrances, or other features.
- (4) The Association shall be authorized to and shall, in fact, provide uniform rules and regulations for the collection of garbage and rubbish and for the disposal of such garbage and rubbish as is collected and shall provide a uniform method for the collection and disposal of garbage and rubbish from the Residential Living Units located on the Residential Unit Lots owned by the Members.
- (5) To provide for the establishment, operation, maintenance, and regulation of parks, playgrounds, community center, recreational facilities, gateways and entrances, fountains, streams, all ornamental features and the equipment thereof (if any) on any land set aside for the general use of the public and/or the Owners or their guests, tenants or invitees, or to which all such Owners have access and use thereof; and to provide for the maintenance of natural water courses, if any, within the Property.

(6) The Association shall be authorized to and shall, in fact, exercise control over streets, parking areas, driveways, sidewalks and other Common Areas and any driveways and sidewalks located on Restricted Common Areas within the Property, as deemed by the Association to be necessary or desirable and to issue permits for excavations in the Common Area or Restricted Common Areas when necessary for the installation of utilities and to accept bonds or deposits for the repairing of cuts made for such excavations. The Association shall have full authority to prevent any excavation or cuts in the Common Area or Restricted Common Areas without first obtaining a deposit to insure the repair and future maintenance of such cuts. The Association may reserve the right to make any and all excavations in the Common Area or Restricted Common Areas and the right to refill and repair any costs or damages to any improvements and pay the cost out of the deposits made as herein provided, subject to such control of city, county, or other proper officials as may be provided by law.

(7) To erect and maintain signs for the marking of the streets within the Property.

(8) The Association shall also provide for all other general items of use, maintenance, and repair on or over the Common Areas and, subject to the Owners' obligation to use due care in the use of same as specified in Section 8(b) of Article V, of driveways and sidewalks located on Restricted Common Areas.

(9) To obtain hazard insurance covering the full insurable replacement value of the Common Area and all improvements thereon with extended coverage.

(10) To obtain liability insurance insuring the Association or Members of the Board of the Association, or its officers, or members of the Aesthetic Review Board, or other committees of the Association, against any and all liability to the public, to any Owner, or to the invitees or tenants of any Owner. The policy limits shall be set by the Directors of the Association, and shall be reviewed at least annually and increased or decreased at the discretion of the Board of Directors of the Association.

(11) To obtain worker's compensation insurance to the extent necessary to comply with applicable law, and any other insurance deemed necessary by the Board of Directors of the Association.

(12) To obtain a standard fidelity bond covering all members of the Board of Directors and officers of the Association and all other employees of the Association in an amount to be determined by the Board of Directors.

(13) To acquire and own the title to such real estate as may be reasonably necessary in order to carry out the purposes of the Association, and to pay taxes on such real estate as may be so used by it, and such taxes as may be assessed against the Common Areas and Restricted Common Areas. To borrow money, to mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for debts incurred or money borrowed.

(14) To enter into such agreements with other owners' associations, municipalities, political subdivisions, individuals, and/or corporations in order to implement the purposes of the Association and to provide such improvements for the benefit of the Owners and Members of this Association within the purview of this Declaration.

(15) To carry out, perform and accomplish all other responsibilities, duties and obligations as set forth elsewhere in the Declaration.

## **ARTICLE V PROPERTY RIGHTS**

Section 1. Members' Easements of Enjoyment. Every Member shall have a non-exclusive right of ingress and egress and easement of enjoyment in and to the Common Areas, exclusive of areas set aside as Restricted Common Areas, and such easement shall be appurtenant to and shall pass with the title to every Residential Living Unit subject to the following provisions:

(a) The right of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Common Area and facilities and in aid thereof to mortgage said property;

(b) The right of the Association to suspend the voting rights and right to use of the Common Areas by any Member for any period during which any Assessments against any Residential Living Unit remain unpaid and for a period not to exceed 60 days for any infraction of its published rules and regulations;

(c) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective unless an instrument signed by Members entitled to cast two-thirds (2/3) of the votes of the membership, has been recorded, agreeing to such dedication or transfer.

(d) The right of the Association to make reasonable rules, regulations, and conditions and impose reasonable restrictions upon the use and enjoyment of Common Areas for the benefit of all Members, their guests, and assigns.

(e) The continuing and ongoing authority of the Association and/or the Aesthetics Review Board, from time to time, to set aside, dedicate, delegate, and approve certain portions of the Common Area for the use or creation of Restricted Common Areas.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws of the Association, his right of enjoyment to the Common Area or the right to enjoy and use Restricted Common Area to the Members of his immediate family, his tenants, or contract purchasers who reside on the property.

Section 3. Damage or Destruction of Common Area or Restricted Common Area by Owner. In the event any Common Area or Restricted Common Area is damaged or destroyed by an Owner or any of his guests, tenants, licensees, agents, or member of his family, such Owner does hereby authorize the Association to repair said damaged area; the Association shall repair said damaged area in a good workmanlike manner in conformance with the original plans and specifications of the area involved, or as the area may have been modified or altered subsequently by the Association, in the discretion of the Association. The amount necessary for such repairs shall become a Special Assessment upon all the Residential Living Units of said Owner.

Section 4. Association's Easements. There is hereby created a blanket easement upon, across, over and on all Fourplexes, Sixplexes, and all Residential Living Units within the Property and all Restricted Common Areas, in favor of the Association and its respective agents, employees, contractors, and subcontractors for the purpose of carrying out all of the powers and duties of the Association as set forth in this Declaration and in providing for the services which the Association is responsible for providing as expressed or implied by the terms of this Declaration.

Section 5. Encroachments. Declarant on behalf of himself and his successors and assigns, hereby declares that every Owner shall have a perpetual easement for the continuance of any unwillful and unintentionally created encroachment by such Owner's Foupplex, Sixplex, Residential Living Unit, or Restricted Common Area on, over and across any Common Area now existing as a result of construction of any Fourplex, Sixplex, or Residential Living Unit or improvements related thereto, or which may come into existence hereafter as a result of the reconstruction of any Fourplex, Sixplex, or Residential Living Unit after damage by fire or other casualty, or as a result of condemnation or eminent domain proceedings, so that any such encroachment may remain undisturbed so long as

the Fourplex, Sixplex, or Residential Living Unit stands, so long as such encroachment was/is not willful or intentionally created.

Section 6. Municipal Services. Declarant, on behalf of himself and the successors and assigns of himself, hereby declares that the City of Raymore, Missouri, (but not the public in general), and the fire department or fire protection district for said City, and other law enforcement and emergency personnel or officials shall have a perpetual nonexclusive easement to enter upon all parking areas, driveways, walkways, and sidewalks, Common Areas, and Restricted Common Areas for purposes of maintaining the safety, health, welfare, police, and fire protection of the citizens of the City and fire department or fire district, and the Owners and occupants of the Property.

Section 7. Other Easements.

(a) Easements for installation and maintenance of utilities and drainage facilities are shown on the recorded subdivision plat map of the Property. Within these easements, no structure, planting, or other material shall be placed or permitted to remain that may damage or interfere with the installation and maintenance of utilities, or that may damage, interfere with, or change the direction of flow of drainage facilities in the easements.

(b) Such easements, reservations, and rights of way shall at all times be open and accessible to public and quasi-public utility corporations, their employees and contractors, and shall also be open and accessible to Declarant, and Declarant's successors and assigns, all of whom shall have the right and privilege of doing whatever may be necessary in, on, under, and above such locations to carry out any of the purposes for which such easements, reservations, and rights of way are reserved.

Section 8. Location, Use and Maintenance of Restricted Common Areas.

(a) The Aesthetics Review Board shall have authority, upon application and request pursuant to Article VII, to designate certain areas within the Property as Restricted Common Area and to assign and designate same to the location of a particular Improvement to service one or more Residential Living Unit. The Aesthetics Review Board shall also have authority to establish construction standards and specifications relating to the location and construction of approved Improvements along, over and across Restricted Common Area. Such request and any subsequent approval granted in connection with such request shall be in written form and shall contain a clearly defined designation of the area to be assigned as Restricted Common Area and shall also contain an indication of the Improvements to be located upon each such Restricted Common Area, which shall include, but not

be limited to, Driveways, Sidewalks, Air Conditioning and/or Heating Units, Roof, Balcony or Deck Overhang, or other similar indications. The Owner of a Residential Living Unit is hereby granted the right and privilege to install, or cause to be installed, or reinstall or cause to be reinstalled, approved Improvements along, over and across Restricted Common Area to the extent same are approved, upon receipt of the approval of the Aesthetics Review Board. The Aesthetics Review Board is hereby expressly given the power, authority and control to permit and authorize Improvements to be constructed and reconstructed over and across Restricted Common Area and to cause such areas to be abandoned and relocated from time to time over areas designated and delineated as replacement Restricted Common Area.

In case such replacement Restricted Common Area is established and approved from time to time by the Aesthetics Review Board, the establishment and approval of such replacement Restricted Common Area shall automatically replace the earlier designation of Restricted Common Area related to the Improvements built and constructed upon the replacement Restricted Common Area without further action on the part of any party whatsoever. The exclusive use of such Restricted Common Areas for the use and benefit of the Residential Living Unit indicated on the Aesthetics Review Board approval and for the construction and reconstruction of Improvements to fulfill the purposes indicated on such approval, as such Improvements are actually constructed and in their original or replacement "as-built" locations is hereby confirmed and ratified in all respects.

(b) Each Owner of a Residential Living Unit shall be responsible for using due care in the usage and utilization of any driveway and/or sidewalk areas dedicated to such Owner's Residential Living Unit. The foregoing responsibility shall include but not be limited to each Owner's obligation to protect and preserve the surface of such driveway and sidewalk from; (i) loads, weights, or vehicles heavier than that which residential construction practices would customarily be designed to handle; (ii) frequent, continuous or undue exposure to road salts, snow or ice melt or removal products or other chemicals, compounds or substances whose properties or characteristics are harmful, damaging, caustic or otherwise deleterious to the finished surface of such driveway or sidewalk. The repair of any damage or destruction caused to such driveway or sidewalk by the Owner's failure to use due care in the protection and preservation of such driveway and sidewalk shall be the financial responsibility of such Owner, and the Association shall be authorized to repair such damage at the cost and expense of such Owner, and to collect same, together with all other costs of the Association associated with the enforcement of the Association's rights hereunder as otherwise set forth in Section 3 of this Article, including the rights of the Association to recover its costs and expenses pursuant to such Section.



(c) If in the course of installing, maintaining, or repairing Improvements located on Restricted Common Areas, any Owner, or their contractor, agent or employee damages, destroys or harms any Improvement located on Common Area or any other Restricted Common Area, it shall be such Owner's responsibility to repair, renovate or correct any such damage, destruction or harm.

## **ARTICLE VI CREATION OF THE LIEN AND PERSONAL OBLIGATION FOR ASSESSMENTS**

Each Owner of any Residential Living Unit by acceptance of a deed or other conveyance therefor, whether or not it shall be so expressed in any deed or other conveyance, is deemed to covenant and agree to pay to the Association: (1) Regular Assessments and (2) Special Assessments. The Assessments shall be fixed, established, and collected from time to time as hereinafter provided. The Assessments, together with such interest thereon, late charges, costs of collection thereof, and reasonable attorney's fees, shall be a charge on the Owner's land and shall be a continuing lien upon the property against which the Assessments are made. Each such assessment, together with such interest, late charges, costs and reasonable attorney's fees shall also be the personal obligation of the person or persons who were the Owner(s) of such property at the time when the Assessments fell due. The personal obligation for delinquent payments shall not pass to his successors in title unless expressly assumed by them. If an Owner shall consist of more than one person, the obligations of the Owners for the payment of Assessments on such Owner's Residential Living Unit shall be joint and several.

Section 1. Purpose of Assessments. Except as otherwise provided herein, the Assessments levied by the Association under this Article shall be used; (a) to promote the recreation, health, safety, and welfare of the Owners of and residents of the Property, (b) to enhance the value of the Subdivision, (c) to pay the costs of administration of the Association, (d) to pay all other Common Expenses, (e) to pay for the maintenance, repair, and services, and purposes listed in Article IV and Article VIII hereof, or elsewhere herein, and (f) for any other purpose which is necessary or desirable for the maintenance and improvement of the Property and Common Area, or Restricted Common Area or which is of general benefit to the Owners and residents.

### Section 2. Regular Assessments.

(a) Except as otherwise specifically provided herein, each Owner of a Residential Living Unit shall pay as his/her Regular Assessment his Proportionate Share of the Common Expenses. Except as otherwise specifically provided herein, payment of Regular Assessments shall be in such amounts and at such times as may be provided in the Association Articles or Bylaws, or as determined by the Board of the Association.

(b) Not later than 60 days prior to the beginning of each fiscal year of the Association, the Association Board shall make available for review by each Owner at the Association's office, during reasonable times, a pro forma operating statement or budget for the upcoming fiscal year which shall among other things, estimate the total Common Expenses to be incurred by such Association for such fiscal year. The Association Board shall at that time determine the amount of the Regular Assessment to be paid by each Owner and notify the Owner thereof in writing. Each Owner shall thereafter pay to the Association its entire Regular Assessment as so determined. The payment of an Owner's Regular Assessment shall be due and payable on or before the beginning of the Association's fiscal year, which date shall be set forth in the written notice sent to Owners. Notwithstanding the foregoing provision, the Association Board, may, in its exclusive discretion establish a regular payment schedule or payment schedules available to Association Members in the payment of their Regular Assessments, which shall allow payment of Regular Assessments on a monthly, quarter, annual, or semi-annual basis and provide in such payment schedule, for a reasonable service fee or other charge which is related to the additional record keeping/invoicing, etc., associated with the regular payment arrangement, which charge shall be payable in addition to the pro-rate portion of the Regular Assessment with each regular payment.

(c) If the Association subsequently determines that the total Regular Assessments for the current year are, or will become, inadequate to meet all Common Expenses for whatever reason, including Common Expenses in excess of the estimated Common Expenses used in preparation of the Association's budget for that year, the Association President shall then immediately determine the approximate amount of such inadequacy and, with the consent of the Association Board, issue a supplemental estimate of the Common Expenses and determine the revised amount of Regular Assessments to be paid by each Owner for the balance of the year, and the date or dates when due. Each Owner shall be notified of the additional amount required to be paid and the due date of such payment, and each Owner shall pay the additional amount when due. If the estimated total Regular Assessments for a current year prove to be excessive in light of the actual Common Expenses, the Association may, at the discretion of the Association Board, retain such excess as additional working capital or reserves, or reduce the amount of the Regular Assessments for the next fiscal year. No reduction or abatement of Regular Assessments because of any such anticipated surplus may diminish the quantity, or quality, of services upon which the Common Expenses for the year in question are based, and if supplemental assessments are required, they shall be made as set forth above.

Section 3. Special Assessments. Special Assessments shall be levied by the Association against an Owner to reimburse the Association for:

(a) Costs incurred in bringing an Owner or his Residential Living Unit and/or Improvements thereon into compliance with the provisions of this Declaration, the Association Articles or Bylaws, or the Association Rules.

(b) Fines levied or fixed by the Association Board as provided herein.

(c) Attorneys' fees, late charges, interest, and other costs or charges provided to be paid as, or which are incurred in connection with a Special Assessment in accordance with this Declaration, the Association Articles or Bylaws.

(d) Any other charge designated as a Special Assessment in this Declaration, the Association Articles or Bylaws.

Section 4. Uniform assessment. All Regular Assessments imposed upon an Owner shall be based upon such Owner's Proportionate Share.

Section 5. Date of Commencement of Regular Assessments. The Regular Assessments shall commence as to each Owner on the date that the first Owner acquires title to any Residential Living Unit from Declarant. The Regular Assessment shall be equitably adjusted as required for short periods.

Section 6. Time and Manner of Payment; Late Charges and Interest. Assessments shall be due and payable by Owners in such manner and at such times as the Association Board shall designate in accordance with the terms hereof. If not paid within ten (10) days after its due date, each such Assessment shall have added to it a late charge equal to 10% of the amount of Assessment and thereafter bear interest at the Rate of 10% per annum until paid. The Association may, in its discretion and without waiving the imposition of a late charge or interest in any other instance, waive the late charge and/or interest in any particular instance. A delinquent Owner shall also be liable for attorneys' fees and other related costs incurred by the Association as a result of such delinquency, and if any suit, action, or proceeding is brought to collect any such Assessment or charge, then there shall be added to the amount thereof costs of suit and reasonable attorneys' fees to be fixed by the court and included in any judgment or award rendered thereon.

Section 7. No Offsets. All Assessments shall be payable in the amount specified in the Assessment or notice of Assessment and no offsets against such amount shall be permitted for any reason, including, without limitation, a claim that (a) the Association, its Board, its President, or the Declarant is not properly exercising its duties and powers as

provided in this Declaration or documentation associated therewith; or (b) Assessments for any period exceed Common Expenses.

Section 8. Reserves. Reserves included in any budget for Common Expenses which are collected as part of Regular Assessments shall be deposited by the Association in a separate bank account to be held in trust for the purposes for which they are budgeted and are to be segregated from and not commingled with any other funds of the Association, except to the extent that the Association's regularly employed accountant deems it desirable to do otherwise on the basis of standard accounting principles in similar contexts or the laws (tax or otherwise) of the State of Missouri or the United States relating to corporations not organized for profit, or homeowners associations. Such reserves shall be deemed a contribution to the capital account of the Association. The responsibility of the Association Board (whether while controlled by the Declarant or the members of the Association) shall be only to provide for such reserves as such Board in good faith deems reasonable, and neither the Declarant, such Board or any member thereof shall have any liability to the Association or any Owner, Association Member, if such reserves provide to be inadequate.

Section 9. Subordination of Lien. Any lien which arises against a Residential Living Unit by reason of the failure or refusal of an Owner to make timely payment of any assessment shall be subordinate to the lien of a prior recorded First Mortgage (together with any interest, cost, reasonable attorneys' fees and any late charges related thereto), acquired in good faith and for value, except for the amount of the unpaid Assessment which accrues from and after the date on which a First Mortgagee comes into possession of, or acquires title to the Residential Living Unit, whichever occurs first. If any lien for unpaid Assessments which accrued prior to the date the First Mortgagee comes into possession of or acquires title to the Residential Living Unit has not been extinguished by the process by which such First Mortgagee came into possession of or acquired title to the Residential Living Unit, such First Mortgagee shall not be liable for unpaid Assessments arising prior to the aforesaid date and, upon written request by such First Mortgagee to the Association, such lien shall be released in writing by the Association. Any unpaid Assessments which are extinguished pursuant to the foregoing sentence shall continue to be the personal obligation of the delinquent Owner and may also be re-allocated by the Association among all Owners as part of the Common Expenses.

Section 10. Certificate of Non-Payment. Upon request, any person acquiring an interest in any Residential Living Unit shall be entitled to a certificate from the Association setting forth the amount of due but unpaid Assessments relating to such Residential Living Unit, if any, and such person shall not be liable for, nor shall any lien attach to the Residential Living Unit in excess of the amount set forth in the certificate, except for Assessments which occur, or become due, after the date thereof and any interest, costs, attorneys' fees, and any late charges related to such unpaid Assessments.

Section 11. Enforcement of Lien. Any lien provided for in this Article VI may be foreclosed by the Association in the manner provided in Chapter 443 of the Revised Statutes of the State of Missouri for the foreclosure of a first mortgage realty Deed of Trust in the State of Missouri. The President of the Association, in office, when any such procedure is commenced, is hereby designated to act in the capacity as the Trustee of the Association and to take all steps and actions necessary, required and/or proper to foreclose the lien of the Association in the manner just mentioned. All of the provisions of this Article VI relating to the enforcement of any lien provided for herein (including without limitation the subordination provisions in Section 9 or the provisions of this Section 11) shall apply with equal force in each other instance provided for in this Declaration or the Association Rules or the Association Articles or Bylaws wherein it is stated that payment of a particular Assessment, charge, or other sum shall be secured by a lien. Nothing herein shall be construed as requiring that the Association take any action allowed hereunder in any particular instance, and the failure of the Association to take such action at any time shall not constitute a waiver of the right to take such action at a later time, or in a different instance.

Section 12. Pledge of Assessment Rights as Security. The Association shall have the power to pledge the right to exercise its assessment powers and rights as security for any obligation of the Association; provided, however, any such action shall require the prior affirmative vote, or written assent, of the Declarant, if he controls the Association, or otherwise, a Majority of all of the members of the Association. The Association's power to pledge its assessment powers shall include, but not be limited to, the ability to make an assignment of Assessments which are then payable to, or which will become payable to, the Association, which assignment may then be presently effective but shall allow said Assessments to continue to be paid to the Association and used by the Association as required, unless and until the Association shall default on its obligations secured by said assignment.

## **ARTICLE VII AESTHETIC CONTROL**

Section 1. Aesthetics Review Board. The Association shall have an Aesthetics Review Board consisting of not less than three nor more than five persons, as specified from time to time by the Declarant during periods in which Declarant has the right to appoint the members of the Aesthetics Review Board, and thereafter, by resolution of the Board of the Association. The Declarant shall retain the right to appoint, augment or replace all members of the Aesthetics Review Board until Declarant shall no longer own any Fourplex, Sixplex, or Residential Living Unit within the Subdivision. Thereafter, members of the Aesthetics Review Board shall be appointed by the Board of the Association. Persons appointed to the Aesthetics Review Board, other than persons

appointed by the Declarant, shall be Association Members. The Declarant may voluntarily (but is not required to) permit Association Members to appoint or replace one or more members of the Aesthetics Review Board.

Section 2. Conditions. No construction, improvements, alterations, repairs, excavations, repainting, changes in grade or other work which in any way alters the exterior of any property or the Improvements located thereon from its condition existing on the date such property was first conveyed in fee by the Declarant to an Owner shall be made or done without the prior approval of the Aesthetics Review Board. No Improvement shall be commenced, erected, maintained, improved, altered, made, or done nor shall any additions, changes, or alterations be made to the exterior of any Fourplex, Sixplex, or Residential Living Unit without the prior approval of the Aesthetics Review Board. As more particularly described and set forth in Section 8 of Article V, no construction of Improvements over or across any Restricted Common Areas shall take place without the prior approval, authorization and consent of the Aesthetics Review Board, both as to the designation and location of Restricted Common Area and as to the Improvements to be constructed along, over or on same. None of the foregoing shall be undertaken unless and until the plans and specifications showing the nature, shape, height, materials, exterior color scheme, and location of same shall have been submitted to and approved in writing by the Aesthetics Review Board. Prior to the commencement of any such process, the Owner or his/her representative shall submit detailed plans and specifications to the Aesthetics Review Board concerning the work to be done or changes to be made including the location on the Fourplex, Sixplex, Residential Living Unit, or Restricted Common Area where such changes are to be made and any other pertinent details. No change in the character or color of the exterior surfaces of any Fourplex, Sixplex, or Residential Living Unit shall be made from the original materials and colors used without such change being first considered and approved by the Aesthetics Review Board.

Section 3. Purpose. The Aesthetics Review Board shall regulate the external design, appearance, use, location and maintenance of the Property and of improvements, alterations or changes thereon in such a manner so as to preserve and enhance values and to maintain an aesthetically harmonious relationship among structures and the natural vegetation and topography.

Section 4. Procedures. In the event the Aesthetic Review Board fails to approve, modify or disapprove in writing an application within thirty (30) days after plans and specifications in writing have been submitted to it, in accordance with adopted procedures, approval will be deemed denied. No appeal may be taken from a decision of the Aesthetics Review Board, so long as a majority of its members have been appointed by the Declarant. At such time as the Aesthetics Review Board has a majority of its members appointed by the Board of the Association, the applicant may appeal an adverse Aesthetics Review Board

decision to the Board of the Association, which may reverse or modify such decision by a two-thirds (2/3) vote of the entire Board.

## **ARTICLE VIII SERVICES TO BE PROVIDED**

In addition to maintenance upon the Common Area and upon the Restricted Common Areas provided for elsewhere in this Declaration, and as allowed or required of the Association under Article IV, the Association shall provide or arrange for providing the following services to each Fourplex, Sixplex, or Residential Living Unit and the Residential Unit Lot on which it is located which is subject to assessment hereunder in as nearly a uniform manner as may reasonably be possible, and each Owner, shall be obligated to accept and participate in the Association's providing such services:

Section 1. Exterior Maintenance. The Association shall provide exterior maintenance upon each separate Fourplex, Sixplex, and Residential Living Unit which is subject to assessment hereunder, as follows: paint, repair, replace and care for roofs, gutters, downspouts, exterior building surfaces, and other exterior improvements. The foregoing shall not include any responsibility on behalf of the Association to repair or replace exterior building surfaces or damage thereto, arising from; (i) structural defects or damage resulting from settlement, structural collapse or other interior structural damages; or (ii) resulting from the Owner's failure to properly and adequately provide maintenance, protection from the elements or other care to such Owner's Fourplex, Sixplex, or Residential Living Unit; or (iii) fire, windstorm, vandalism, or other casualty loss covered by the fire and extended coverage loss provisions of a standard form homeowners insurance policy. Such exterior maintenance shall not include glass surfaces, screens, light bulbs, or doors. No change in the color of the exterior painted surfaces of any Fourplex, Sixplex, or Residential Living Unit shall be made by the Association from the original colors used without such change being first considered and recommended by the Aesthetics Review Board. Such recommendations shall thereafter be submitted to the Association membership for acceptance, which acceptance shall require a two-thirds (2/3) vote of the Members of the Association present at a meeting called to consider such proposal at which a quorum is present.

Section 2. Driveway and Sidewalk Repair and Replacement. Subject to the Owner's obligations and responsibilities as set forth in Section 8(b) of Article V, the Association shall provide regular and routine maintenance to all driveways and sidewalks located on the Property, including repair and replacement of driveways and sidewalks located on, over, and across Restricted Common Areas due to ordinary wear and tear and actions of natural elements, pursuant to the terms and conditions of Article IV of the Declaration.

Section 3. Uniformity of Service. The Association shall arrange for and provide for a uniform method of trash collection. This does not necessarily mean the Association will actually be responsible for and pay for trash collection and removal. Rather, the Association shall have authority to determine the exact method of providing for such services by virtue of the powers set forth in Article IV and toward that end shall have authority to contract with one service on behalf of all Owners to provide such service (but not necessarily pay for such service) to the Residential Living Units within the Property.

Section 4. Exclusivity. No Owner shall do any act or take any action on his own which shall interfere or conflict with the Association's sole responsibility to provide the services set forth herein, and particularly shall not seek to provide such services to his own property, unless the Association fails to provide such service, after written notice demanding such services be reasonably provided to an Owner who can establish that such services are not being provided to his property in a uniform manner with the other Residential Living Units within the Property.

## **ARTICLE IX USE RESTRICTIONS**

Section 1. Use of Land. None of the Residential Living Units located on the Property may be used, or occupied for other than private single family residential purposes. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any portion of the Property at any time as a residence, either temporarily or permanently. No part of the Property may be improved, used or occupied for purposes other than as provided by applicable zoning laws and restrictions filed of record in relation thereof.

Section 2. Garages. Each Residential Living Unit shall have a private garage for at least one (1) car. The driveway dedicated to and servicing each Residential Living Unit shall contain sufficient paved area for the off street parking of at least one (1) car. All garages facing any street must be equipped with doors which shall be kept closed as much as practicable to preserve the appearance of the elevation of the Residential Living Unit fronting on the street.

Section 3. Roofing Material. All roofing shall be asphalt roofing limited to asphalt roofing with the appearance of weathered gray, the exact color and texture of which shall be approved in writing by the Declarant.

Section 4. Commercial Activity Prohibited. No commercial activity of any kind shall be conducted from any Residential Living Unit, *provided however*, that Declarant or his designee or assign shall have the right to construct and maintain a model Fourplex, Sixplex,



or Residential Living Unit for the purposes of marketing the Fourplexes, Sixplexes, or Residential Living Units.

Section 5. Damaged Structures. In the event of fire, windstorm, or other damage, no building shall be permitted to remain in a damaged condition longer than five (5) months.

Section 6. Nuisances. No noxious or offensive activity shall be carried on upon any portion of the Property, nor shall anything be done thereon that may be or become a nuisance or annoyance to the neighborhood.

Section 7. Animals Prohibited. No animals, livestock or poultry of any kind shall be raised, bred or kept in or at any Residential Living Unit except that dogs, cats or other household pets not to exceed two (2) in number may be kept, provided they are not kept, bred or maintained for any commercial purpose. In no event shall such animals be kept if they unreasonably disturb the Owner, or residents of any other Residential Living Unit. All animals shall be confined to the Owner's property and for the mutual benefit of all the Owners, no animal shall be allowed or permitted on the Common Area, except when on a leash or when in direct and constant control of the Owner thereof or a member of his family.

Section 8. Advertising Prohibited. No advertising signs (except one of not more than four (4) square feet "For Rent" or For Sale" sign per Residential Living Unit), billboards, unsightly objects, or nuisances shall be erected, placed or permitted to remain on any portion of the Property, nor shall any Residential Living Unit be used in any way for any purpose which may endanger the health or unreasonably disturb the Owner of any other Residential Living Unit or any resident thereof, provided, however, that the foregoing covenants shall not apply to the activities, signs and billboards of the Declarant, in the sale and promotion for sale of Fourplexes, Sixplexes, or Residential Living Units, or the Association, in furtherance of its powers and purposes as set forth in these Articles.

Section 9. Screening Required. All equipment, trash cans, garbage cans, wood piles and storage piles shall be kept within the confines of an Owner's Residential Living Unit or on and within the Restricted Common Areas associated with same, and to the extent located on Restricted Common Area shall be screened by adequate planting or approved fencing so as to conceal them from view of neighboring Owners.

Section 10. Antennas Prohibited. No exterior television or radio antennas of any sort shall be placed, allowed or maintained on any portion of any Residential Living Unit or on the Common Area. The foregoing prohibition shall expressly extend to satellite dishes or other devices designed to receive or transmit radio or television signals. The foregoing shall not prohibit the installation of underground cable service pursuant to

dedicated utility easements and as otherwise controlled by the Declarant or the Association.

Section 11. Storage Tanks. No tank for the storage of fuel may be maintained on any part of the Property or on Common Area or Restricted Common Area, above or below the surface of the ground.

Section 12. Automotive Repair Prohibited. No automotive repair or rebuilding or any other form of automotive manufacture, whether for hire or otherwise, shall occur on any of the Property hereby restricted.

Section 13. Parking and Storage of Vehicles Prohibited. No school buses, tractors, trucks over 3/4 ton, recreational vehicles, boats, unmounted campers, trailers, unlicensed or inoperable or partially disassembled automobiles or other motor vehicles not in daily use, shall be regularly parked in the open, on any Common Area or Restricted Common Area or on any driveway or at the curb and in any event not more than 12 hours at any one time.

Section 14. Trash. No trash, refuse, grass clippings or ashes shall be thrown, dumped or placed upon any Tract, Fourplex, Sixplex, Residential Living Unit, Residential Unit Lot, Common Area, or Restricted Common Area or other undeveloped portions of the Property.

Section 15. Plantings. No shrubbery, trees, flowers or landscape plantings shall be planted by any Owner without first obtaining the express written consent of the Aesthetics Review Board, except that a three foot green area within the perimeter of the Residential Living Unit designated for Patio use and associated with a particular Residential Living Unit may be maintained and planted by the Owner without so obtaining the approval of the Declarant.

Section 16. Fencing. No fencing shall be installed or maintained within the Property by any Owner, except the Aesthetics Review Board may grant permission to an Owner to screen and fence in that portion of the perimeter of the Residential Living Unit which is designated for Patio use and associated with a particular Residential Living Unit, provided however the requirements of Article VII are fully complied with.

## **ARTICLE X MAINTENANCE RESPONSIBILITIES OF OWNERS**

Section 1. Owner's Responsibilities. Each Owner shall be responsible for the maintenance of their property in a good state of condition and repair, except for those services to be provided by the Association as set forth herein. Should any Owner fail,

refuse or neglect to comply with the foregoing, then the Association, shall and hereby is given authority to undertake to place such property in such condition of maintenance and repair at the expense of the Owner of such property and to collect such expenses as a Special Assessment against the Owner. The Association shall not undertake or perform such maintenance or repair without first having given written notice to the last known Owner of record of the said property of the specific circumstances located on such Owner's property which the Association deems to not be in a proper condition of maintenance and repair. Such notice shall also set forth the specific steps and actions which the Association deems necessary to be taken by the Owner in order to place such property in a proper condition of maintenance and repair. Such notice shall further give the Owner thirty (30) days to commence the required actions and to proceed promptly thereafter and in any event within Ninety (90) days from such notice, to complete such maintenance and repair work.

Section 2. Association's Right to Maintain and Repair. Should the Owner fail to take such steps to maintain and repair his/hers/their or its property as set forth in the notice required by Section 1 of this Article, or to proceed promptly within the time aforesaid, to complete such maintenance and repair once action has been commenced, then the Association shall have the authority to take such steps and actions as may be reasonably required to maintain and repair the said property at the cost and expense of the Owner. Such maintenance and repair work as the Association shall undertake, shall be commenced and completed as promptly as possible by the Association which shall thereafter assess the cost of same as a Special Assessment against the Owner of the property. The Owner shall promptly and in any event within thirty (30) days after notice of the cost of such maintenance and repair, pay such maintenance and repair expenses in full. Should the Owner neglect, fail or refuse to pay the cost of same within thirty (30) days after notice and demand has been made upon the Owner, the obligation shall bear interest from the date of delinquency at the rate of 10% per annum. Such cost and obligation shall also constitute a lien against the Owner's property. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property, and late charges, interest, cost and reasonable attorney's fee of any such action shall be added to the amount of such obligation of the Owner. In all other respects, the Association shall have the right to enforce the aforesaid lien and obligation as though such obligation were an additional Special Assessment levied against the specific property in question. The other terms and provisions concerning the enforcement of such obligation shall be the same as that provided in Article VI of this Declaration.

## **ARTICLE XI AMENDMENT**

Section 1. Amendments to Declaration. Amendments to this Declaration shall be made by an instrument in writing entitled "Amendment to Declaration" which sets forth

the entire amendment. Except as otherwise specifically provided for in this Declaration, any proposed amendment must be approved by a Majority of the Association Board Members prior to its adoption by the Association Members. Amendments may be adopted at a meeting of the Association Members upon the approval thereof of two-thirds of all of the Association Members entitled to vote thereat, or without any meeting if all Association members have been duly notified and if two-thirds of all of the Association Members entitled to vote at such a meeting, if held, consent in writing to such amendment. In all events, the amendment when adopted shall bear the signature of the President of the Association and shall be attested by the secretary, who shall state whether the amendment was properly adopted, and shall be acknowledged by them as officers of the Association. Amendments once properly adopted shall be effective upon recording of the Amendment to Declaration in the office of the Director of Records for Cass County, Missouri at Harrisonville, Missouri.

Section 2. Effect of Amendment. It is specifically covenanted and agreed that any amendment to this Declaration properly adopted will be completely effective to amend any and all of the easements, covenants, conditions, and restrictions contained herein which may be affected and any or all clauses of this Declaration, unless otherwise specifically provided in the Section being amended or the amendment itself.

Section 3. Required Approvals. Notwithstanding the provisions of the foregoing sections of this Article XI:

(a) If this Declaration or any applicable provision of law requires the consent or agreement of additional parties, or a specified percentage thereof, for any action specified in this Declaration, then any instrument changing, modifying or rescinding any provision of this Declaration with respect to such action shall be signed by all such parties, as required by this Declaration or by said law.

(b) Until all of the Residential Living Units in the Subdivision, as it exists from time to time, have been sold to third parties, this Declaration may not be amended by the Association members pursuant to this Article XI without the written consent of the Declarant, which may be withheld for any reason.

Section 4. Declarant's Right to Amend. Notwithstanding any other provision of this Article XI, until all of the Residential Living Units in the Subdivision, as it exists from time to time, have been sold to third parties, Declarant reserves the right to amend this Declaration without the approval of the Association Board, the Association Members or any Owner or other person; provided, however, that no such amendment shall have the effect of changing the Plat of any Owner's Residential Living Unit without the consent of the Owner.

## ARTICLE XII GENERAL PROVISIONS

Section 1. Notice. Notices provided for in this Declaration, or the Association Bylaws, or Association Rules, shall be in writing and shall be addressed to the Association at the address specified in the Association Bylaws. The Association may designate a different address or addresses for notice by giving written notice of such change of address to all Association members at such time. All notices to Association Members shall be to the last address shown on the records of the Association. Any Association Member may designate a different address or addresses for notices by giving written notice of a change of address to the Association. Notices addressed as above shall be deemed delivered when mailed by United States registered or certified mail, or when delivered in person with written acknowledgment of the receipt thereof.

Section 2. Captions; Construction. Captions given to various Sections herein, and the Table of Consents for this Declaration, are for convenience only and are not intended to modify or affect the meaning of any of the substantive provisions hereof. The provisions of this Declaration shall be construed to effectuate its purpose of creating a uniform plan for the development and operation of the Subdivision as hereinabove set forth.

Section 3. Severability. If any provision of this Declaration, the Association Articles or Bylaws, or Association Rules, or any section, clause, sentence, phrase or word, or the application thereof in any circumstance, is held invalid, the validity of the remainder of this Declaration, the Association Articles or Bylaws, or Association Rules, and of the application of any such provision, section, sentence, clause, phrase or word in any other circumstances, shall not be affected thereby, and the remainder of this Declaration, the Association Articles of Bylaws, or Association Rules shall be construed as if such invalid part were never included therein.

Section 4. Term. This Declaration shall continue in full force and effect (subject, however, to the right to amend as herein provided) until January 1, 2015. Thereafter, unless one (1) year prior to January 2, 2015, there shall be recorded an instrument directing the termination of this Declaration signed by at least two-thirds (2/3) of all Association Members then entitled to vote, this Declaration shall be automatically continued without any further notice for an additional period of ten (10) years and thereafter for successive periods of ten (10) years each; provided, that within one (1) year prior to the expiration of any such ten (10) year period, this Declaration may be terminated as set forth in this Section.

IN WITNESS WHEREOF, the said Declarant, has caused this instrument to be executed this 12th day of September, 2007.

\_\_\_\_\_  
Pointe Development, LLC  
STEVEN M. WALKER, Member

STATE OF KANSAS        )  
  )ss  
COUNTY OF JOHNSON    )

On this 12TH day of SEPTEMBER, 2007, before me appeared STEVEN M. WALKER, Member, who, being by me duly sworn did say that he is the Declarant identified above, and that he executed said document as his free act and deed.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal at my office in Leawood, Kansas the day and year first-above written.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_

**NOTICE OF DECLARANT'S AMENDMENT OF THE  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
OF THE POINTE AT RAYMORE**

This Notice is provided to all owners of Fourplexes, Sixplexes, Residential Living Units, and/or other property located on or within certain real estate in the City of Raymore, County of Cass, State of Missouri, which is more particularly described as follows:

The Pointe at Raymore Town Homes - First Plat, a subdivision in Raymore, Cass County, Missouri, according to the recorded plat hereof (the "Property")

A Declaration of Covenants, Conditions and Restrictions of the Pointe at Raymore ("Declaration") have previously been prepared, executed and recorded with the Recorder of Deeds Office of Cass County, Missouri, at Harrisonville, Missouri, as Document No. 395770, at Book 3038, Page 333.

Pursuant to Article XI, Section 4, the undersigned Declarant has the right to amend the Declaration without the approval of the Association Board, the Association Members or any Owner or any other person, *provided however*, that no such amendment shall have the effect of changing the plat or any Owner's Residential Living Unit without the consent of the Owner.

Pursuant to Article XI, Section 4, the Declarant has hereby prepared and executed a First Amendment to the Declaration in the form which is attached hereto.

Further, the only Residential Living Unit within the Property which has been sold is Lot 1, Building 11, Unit C, which has been sold to Harvey Williams Starks and Rebecca A. Brinton. All of the other real estate which is a part of the Property is owned by Declarant.

The above identified Owners of the Residential Living Unit are aware of the First Amendment to the Declaration as herein set forth, they fully consent thereto and join Declarant in making such First Amendment to the Declaration, fully acknowledging and understanding that said First Amendment will be binding upon them as Owners of the designed Residential Living Unit and will be fully binding on their Residential Living Unit.

**WHEREFORE**, Declarant hereby amends the Declaration in the manner and form hereto attached and designated as the First Amendment to the Declaration, which is incorporated herein by reference thereto. The First Amendment to the Declaration

will be filed at the Recorder of Deeds Office of Cass County, Missouri, at Harrisonville, Missouri.

POINTE DEVELOPMENT, LLC

By: \_\_\_\_\_  
Steven Walker, Member

\_\_\_\_\_  
Date

Agreed and acknowledged by:

\_\_\_\_\_  
Harvey William Sparks  
Owner of Residential Unit Identified Herein

\_\_\_\_\_  
Date

\_\_\_\_\_  
Rebecca A. Brinton  
Owner of Residential Unit Identified Herein

\_\_\_\_\_  
Date



**FIRST AMENDMENT TO THE DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
OF  
THE POINTE AT RAYMORE**

This First Amendment to the Declaration of Covenants, Conditions and Restrictions of The Pointe at Raymore ("Amendment") is made and executed on the date hereinafter set forth by Pointe Development, LLC, a Missouri limited liability company ("Declarant"), and is effective as of the date this Amendment is executed. Additionally, the owners of Residential Living Units within the Property have also executed this Amendment acknowledging their agreement and consent thereto.

**WITNESSETH:**

*WHEREAS*, Declarant has previously created, executed and recorded a document entitled Declaration of Covenants, Conditions and Restrictions of the Pointe at Raymore ("Declaration"), which document pertains to the Property herein described, and which document is recorded at the Cass County Recorder of Deeds office, Harrisonville, Missouri, as Document No. 395770, at Book 3038, Page 333; and

*WHEREAS*, Harvey William Starks and Rebecca A. Brinton are the current owners of the Residential Living Unit located at 110 West Grant, Raymore, Missouri, which is more particularly described as:

Lot 1, Building 11, Unit C, the Pointe at Raymore Town Homes - First Plat, a subdivision in Raymore, Cass County, Missouri, according to the recorded plat hereof.

*WHEREAS*, *except* for the Residential Living Unit identified above which is owned by Harvey William Starks and Rebecca Britton, Declarant is the current owner of all of the real estate in the City of Raymore, County of Cass, State of Missouri, which is more particularly described as:

The Pointe at Raymore Town Homes - First Plat, a subdivision in Raymore, Cass County, Missouri, according to the recorded plat hereof (herein the "Property")

*WHEREAS*, Article XI, Section 4, of the Declaration provides procedures for amendments to the Declaration; and

*WHEREAS*, all of the Residential Living Units have not been sold to third parties and therefore Declarant has the right to amend the Declaration without the approval of the Association Board, the Association Members or any owner or other person.

However, one unit has been sold and the owners of that unit are executing this Amendment acknowledging their agreement and consent thereto; and

*WHEREAS*, all of the procedures for amending the Declaration have been duly, fully and completely complied with by Declarant; and

*WHEREAS*, Declarant desires to amend the Declaration by and according to the terms hereof to provide for additional services and responsibilities by the Association.

*NOW, THEREFORE*, Declarant hereby declares that this document is the First Amendment to the Declaration and further declares that the Property described above and any Property subsequently annexed by separate Declaration hereto shall be held, sold and conveyed subject to the easements, restrictions, covenants and conditions set forth in the original Declaration and subject to the easements, restrictions, covenants and conditions set forth in this Amendment, all of which are for the purpose of enhancing and protecting the value and desirability and attractiveness of the Property. These easements, covenants, conditions and restrictions shall run with the Property and shall be binding on all parties having any right, title or interest in the Property or any part thereof, and their heirs, successors and assigns, and shall inure to the benefit of each owner hereof.

#### I.

All of the terms, conditions, requirements, restrictions and covenants set forth in the original Declaration shall be and remain in full force and effect unless they are specifically amended, altered or changed by this Amendment.

#### II.

Article I, Section 7, of the Declaration is hereby deleted. The following Article I, Section 7, shall be substituted in its place:

Section 7. "Common Expenses" means the actual costs incurred by the Association in administering, maintaining, managing, repairing, replacing, insuring, and operating the Common Areas and in fulfilling its obligations and responsibilities with respect to the Restricted Common Areas, in providing and accomplishing those responsibilities and obligations set forth herein relating to any Owner's Residential Living Unit, in maintaining, repairing, replacing and insuring the Fourplexes and Sixplexes and other improvements on the property, and in conducting its other business and responsibilities, rights or discretionary authorities, as set forth herein or reasonably necessary and proper to accomplish the purposes for which the Association is formed and exists.

### III.

Article IV, Section 9, of the Declaration is hereby deleted in its entirety. The following Article IV, Section 9, is and shall be substituted as a new Article IV, Section 9, in the Declaration:

- (9) To obtain property insurance and hazard insurance covering the full insurable replacement value of the Common Area and all improvements thereon with extended coverage, and to obtain property insurance and hazard insurance covering the full insurable replacement value of all Fourplexes or Sixplexes and all improvements thereto with extended coverage.

### IV.

Article V, Section 3, of the Declaration is hereby deleted in its entirety. The following Article V, Section 3, is and shall be substituted as a new Article V, Section 3, in the Declaration:

Section 3. Damage or Destruction of Common Area, Restricted Common Area, Fourplex or Sixplex by Owner. In the event any Common Area, Restricted Common Area, Fourplex or Sixplex is damaged or destroyed by an Owner or any of his guests, tenants, licensees, agents, or member of his family, such Owner does hereby authorize the Association to repair said damaged area; the Association shall repair said damaged area or structure in a good workmanlike manner in conformance with the original plans and specifications of the area or structure involved, or as the area or structure may have been modified or altered subsequently by the Association, in the discretion of the Association. The amount necessary for such repairs shall be paid by insurance obtained by the Association, or if said insurance is inadequate to pay for all such repairs, then the amount necessary therefore shall become a Special Assessment upon all the Residential Living Units of said Owner.

### V.

Article V, Section 8, of the Declaration is hereby deleted in its entirety. The following Article V, Section 8, is and shall be substituted as a new Article V, Section 8, in the Declaration:

Section 8. Location, Use and Maintenance of Restricted Common Areas.

- (a) The Aesthetics Review Board shall have authority, upon application and request pursuant to Article VII, to designate certain areas within

the Property as Restricted Common Area and to assign and designate same to the location of a particular Improvement to service one or more Residential Living Unit. The Aesthetics Review Board shall also have authority to establish construction standards and specifications relating to the location and construction of approved Improvements along, over and across Restricted Common Area. Such request and any subsequent approval granted in connection with such request shall be in written form and shall contain a clearly defined designation of the area to be assigned as Restricted Common Area and shall also contain an indication of the Improvements to be located upon each such Restricted Common Area, which shall include, but not be limited to, Driveways, Sidewalks, Air Conditioning and/or Heating Units, Roof, Balcony or Deck Overhang, or other similar indications. The Declarant, Association or Owner of a Residential Living Unit is hereby granted the right and privilege to install, or cause to be installed, or reinstall or cause to be reinstalled, approved Improvements along, over and across Restricted Common Area to the extent same are approved, upon receipt of the approval of the Aesthetics Review Board. The Aesthetics Review Board is hereby expressly given the power, authority and control to permit and authorize Improvements to be constructed and reconstructed over and across Restricted Common Area and to cause such areas to be abandoned and relocated from time to time over areas designated and delineated as replacement Restricted Common Area. In case such replacement Restricted Common Area is established and approved from time to time by the Aesthetics Review Board, the establishment and approval of such replacement Restricted Common Area shall automatically replace the earlier designation of Restricted Common Area related to the Improvements built and constructed upon the replacement Restricted Common Area without further action on the part of any party whatsoever. The exclusive use of such Restricted Common Areas for the use and benefit of the Residential Living Unit indicated on the Aesthetics Review Board approval and for the construction and reconstruction of Improvements to fulfill the purposes indicated on such approval, as such Improvements are actually constructed and in their original or replacement "as-built" locations is hereby confirmed and ratified in all respects.

(b) Each Owner of a Residential Living Unit shall be responsible for using due care in the usage and utilization of any driveway and/or sidewalk areas dedicated to such Owner's Residential Living Unit. The foregoing responsibility shall include but not be limited to each Owner's obligation to protect and preserve the surface of such driveway and sidewalk from; (i) loads, weights, or vehicles heavier than that which residential construction practices would customarily be designed to handle; (ii) frequent, continuous or undue exposure to road salts, snow or ice melt or removal products or other chemicals, compounds or substances whose properties or characteristics are harmful, damaging, caustic or otherwise deleterious to the finished surface of such

driveway or sidewalk. The repair of any damage or destruction caused to such driveway or sidewalk by the Owner's failure to use due care in the protection and preservation of such driveway and sidewalk shall be the financial responsibility of such Owner, and the Association shall be authorized to repair such damage at the cost and expense of such Owner, and to collect same, together with all other costs of the Association associated with the enforcement of the Association's rights hereunder as otherwise set forth in Section 3 of this Article, including the rights of the Association to recover its costs and expenses pursuant to such Section.

(c) If in the course of installing, maintaining, or repairing Improvements located on Restricted Common Areas, any Owner, or their contractor, agent or employee damages, destroys or harms any Improvement located on Common Area or any other Restricted Common Area, or any Fourplex or Sixplex, it shall be such Owner's responsibility to repair, renovate or correct any such damage, destruction or harm, and the Association shall be authorized to repair, renovate or correct any such damage, destruction or harm at the cost and expense of such owner, and to collect same, together with all other costs associated with the enforcement of the Association's rights hereunder as otherwise set forth in Section 3 of this article, including the rights of the Association to recover its costs and expenses pursuant to such section.

## VI.

Article VIII of the Declaration is hereby deleted in its entirety. The following Article VIII is and shall be substituted as a new Article VIII in the Declaration:

### ARTICLE VIII SERVICES TO BE PROVIDED

In addition to maintenance upon the Common Area and upon the Restricted Common Areas provided for elsewhere in this Declaration, and as allowed or required of the Association under Article IV, the Association shall provide or arrange for providing the following services to each Fourplex, Sixplex, or Residential Living Unit and the Residential Unit Lot on which it is located which is subject to assessment hereunder in as nearly a uniform manner as may reasonably be possible, and each Owner shall be obligated to accept and participate in the Association's providing such services:

Section 1. Maintenance, Repairs, Replacements, Improvements. The Association shall provide maintenance, repairs, replacements and improvements upon each separate Fourplex, Sixplex, and Residential Living Unit which is subject to assessment hereunder, as follows: maintain, repair, replace, improve and care for all construction,

improvements, elements and parts of any Fourplex, Sixplex or Residential Living Unit including, but not limited to, foundations, roofs, columns, girders, beams, supports, main walls, bearing walls, patios and decks, gutters, downspouts, exterior building surfaces, and other exterior improvements; *provided, however*, that the Association shall not provide for nor be responsible for maintenance, repairs, replacements and improvements of anything located on or within the interior surface of any walls, ceilings or floors of any Residential Living Unit unless the need for maintenance, repairs, replacements and improvements of anything located on or within the interior surface of any walls, ceilings or floors of any Residential Living Unit is caused by or results from a loss covered by insurance required and obtained by the Association, in which event the Association shall be responsible therefor.

In addition, the Association shall also provide maintenance, repairs, replacements and improvements for all central and appurtenant installations for services such as electricity, natural gas, telephone, cable telephone, water, garbage disposal and other services; *provided, however*, that at such point as such services are divided so as to provide service for any particular Residential Living Unit, such services shall cease being the maintenance or repair responsibility of the Association and shall be the responsibility of the owner of each Residential Living Unit.

The owner of each Residential Living Unit shall be responsible for the maintenance, repairs, replacements and improvements of anything located on or within the interior surface of any walls, ceilings, or floors of their Residential Living Unit, *provided however*, that if the need for or requirement for maintenance, repairs, replacements and improvements of anything located on or within the interior surface of any walls, ceilings or floors of any Residential Living Unit is caused by or results from a loss covered by insurance required and obtained by the Association, the Association shall be responsible for all such maintenance, repairs, replacements, and improvements, to be paid by said insurance. The foregoing shall not include any responsibility on behalf of the Association to repair or replace damage thereto, arising from; (i) any structural collapse or damage resulting from actions or inactions of the owner of each Residential Living Unit; or (ii) resulting from the Owner's failure to properly and adequately provide maintenance, protection from the elements or other care to such Owner's Fourplex, Sixplex, or Residential Living Unit as hereinabove set forth and required by Owner. Such maintenance shall include, but not be limited to, glass surfaces, screens, light bulbs, or doors.

No change in the color of the exterior painted surfaces of any Fourplex, Sixplex, or Residential Living Unit shall be made by the Association from the original colors used without such change being first considered and recommended by the Aesthetics Review Board. Such recommendations shall thereafter be submitted to the Association membership for acceptance, which acceptance shall require a two-thirds (2/3) vote of

the Members of the Association present at a meeting called to consider such proposal at which a quorum is present.

Section 2. Insurance. The Association shall provide and maintain fire and other casualty loss insurance with extended coverage, vandalism and malicious mischief endorsements which will insure and protect all of the buildings and improvements within the Property including, but not limited to, the Fourplexes and Sixplexes, which will also insure and cover the interests of the Association and any owners of Residential Living Units and their mortgagees, as their interests may appear, in an amount equal to the full replacement value of all said improvements. The Association shall also obtain and maintain water damage insurance, liability insurance and such other insurance as the Association may determine.

The insurance proceeds from any and all claims for damage to or incurred by any improvements on the Property shall be paid to the Association to be applied to and for the purpose of repairing, replacing, restoring or rebuilding the improvements and the applicable Fourplex or Sixplex. The Association shall arrange for such repair or work. If the insurance proceeds are insufficient to cover the costs of such work, the balance of the costs will be assessed among all owners in proportion to their respective interests.

All policies of damage insurance shall contain waivers of subrogation and any reduction of pro rata liability of the insurer as a result of any insurance carried by an owner of an individual owner of a Residential Living Unit or of any invalidity arising from any acts of the insured or any Residential Living Unit owner and shall further provide that such policies may not be cancelled or substantially modified without at least 30 days written notice to the Association, the named insured, the owner of any Residential Living Unit, and any and all mortgagees regarding said Residential Living Unit.

Any and all costs associated with obtaining and maintaining the insurance hereinabove referenced and set forth shall be paid by the Association and shall be assessed to property owners in the manner as herein set forth.

Each owner of a Residential Living Unit shall obtain and maintain insurance which will insure and protect each Residential Living Unit and all improvements therein and thereon and all personal property located within the area of the walls, floor, and ceilings of said Residential Living Unit, as well as liability insurance with regard thereto, and all other property and improvements not otherwise covered by the insurance obtained by and provided by the Association.

Section 3. Driveway and Sidewalk Repair and Replacement. Subject to the Owner's obligations and responsibilities as set forth in Section 8(b) of Article V, the

Association shall provide regular and routine maintenance to all driveways and sidewalks located on the Property, including repair and replacement of driveways and sidewalks located on, over, and across Restricted Common Areas due to ordinary wear and tear and actions of natural elements, pursuant to the terms and conditions of Article IV of the Declaration.

Section 4. Uniformity of Service. The Association shall arrange for and provide for a uniform method of trash collection. This does not necessarily mean the Association will actually be responsible for and pay for trash collection and removal. Rather, the Association shall have authority to determine the exact method of providing for such services by virtue of the powers set forth in Article IV and toward that end shall have authority to contract with one service on behalf of all Owners to provide such service (but not necessarily pay for such service) to the Residential Living Units within the Property.

Section 5. Exclusivity. No Owner shall do any act or take any action on his own which shall interfere or conflict with the Association's sole responsibility to provide the services set forth herein, and particularly shall not seek to provide such services to his own property, unless the Association fails to provide such service, after written notice demanding such services be reasonably provided to an Owner who can establish that such services are not being provided to his property in a uniform manner with the other Residential Living Units within the Property.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed on the date and year hereinabove set forth.

POINTE DEVELOPMENT, LLC

By: \_\_\_\_\_  
Steven Walker, Member

\_\_\_\_\_  
Date

STATE OF KANSAS        )  
  ) ss  
COUNTY OF JOHNSON    )

On this 6th day of February, 2008, before me appeared STEVEN WALKER, who, being by me duly sworn did say that he is the Member of POINTE DEVELOPMENT, LLC, Declarant identified above, and that he is duly authorized to execute the above document as and for Declarant POINTE DEVELOPMENT, LLC, and that he executed



said document as his free act and deed for and on behalf of Declarant POINTE DEVELOPMENT, LLC.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal at my office in Blue Springs, Missouri the day and year first-above written.

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Printed Name of Notary Public

My Commission Expires:

\*\*\*\*\*

\_\_\_\_\_  
Harvey William Sparks  
Owner of Residential Unit Identified Herein

\_\_\_\_\_  
Date

\_\_\_\_\_  
Rebecca A. Brinton  
Owner of Residential Unit Identified Herein

\_\_\_\_\_  
Date

STATE OF KANSAS        )  
                                  ) ss  
COUNTY OF JOHNSON )

On this 8th day of Feburary, 2008, before me appeared HARVEY WILLIAM SPARKS and REBECCA A. BRINTON, both single persons, who, being by me duly sworn did say that they are the owners of the Residential Living Unit identified hereinabove, and that they executed said document as their free act and deed.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal at my office in Blue Springs, Missouri the day and year first-above written.

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Printed Name of Notary Public

My Commission Expires:

**BY-LAWS  
OF  
THE POINTE AT RAYMORE OWNERS' ASSOCIATION, INC.  
A GENERAL NOT-FOR-PROFIT CORPORATION**

**ARTICLE I  
NAME AND LOCATION**

The name of the corporation is THE POINTE AT RAYMORE OWNERS' ASSOCIATION, INC., hereinafter referred to as the "Association". The principal office of the corporation shall be initially located at Lot T-61, Lake Lotawana, Missouri 64086 but meetings of Members and directors may be held at such places within the State of Missouri, County of Jackson, as may be designated by the Board of Directors.

**ARTICLE II  
DEFINITIONS**

Section 1. "Annexation Property" means any additional real property which is annexed to the Subdivision, thereby becoming a part thereof and subject to the Declaration, in accordance with the provisions of Article II of the Declaration.

Section 2. "Assessments" shall include and mean the following:

(a) "Regular Assessment" means the amount which is to be paid by each Owner as such Owner's Proportionate Share of the Common Expenses incurred by the Association pursuant to the terms of the Declaration.

(b) "Special Assessment": means (i) a charge against a particular Owner directly attributable to such Owner to reimburse the Association for costs incurred in bringing the Owner into compliance with the provisions of the Declaration, the Association Articles or Bylaws, (ii) any other charge designated as a Special Assessment in this Declaration, the Association Articles or Bylaws, and (iii) attorneys' fees and other charges payable by such Owner as a Special Assessment pursuant to the provisions of this Declaration.

Section 3. "Association" shall mean and refer to THE POINTE AT RAYMORE OWNERS' ASSOCIATION, INC., its successors and assigns.

Section 4. "Association Articles" means the Articles of Incorporation of the Association as same may be amended from time to time.

Section 5. "Association Bylaws" means the bylaws of the Association adopted by the Association, as such bylaws may be amended from time to time.

Section 6. "Common Area" shall mean, refer and include all real property (including the improvements thereto) owned by the Association which is either; set aside and intended to serve or service the common use and enjoyment of all of the Members of the Association, or which is approved by the Aesthetics Review Board and set aside to serve or service a Residential Living Unit as Restricted Common Area.

Section 7. "Common Expenses" means the actual costs incurred by the Association in administering, maintaining, managing, repairing, replacing, insuring and operating the Common Areas and in fulfilling its obligations and responsibilities with respect to the Restricted Common Areas and in providing and accomplishing those responsibilities and obligations set forth herein relating to any Owner's Residential Living Unit and in conducting its other business and responsibilities, rights or discretionary authorities, as set forth herein or reasonably necessary and proper to accomplish the purposes for which the Association is formed and exists.

Section 8. "Declarant" shall mean and refer to Pointe Development, LLC. To the extent that Pointe Development, LLC transfers or conveys all of his interest in the Property to another person or entity for the purpose of developing the Property, such party as the successor to Steven M. Walker shall be and become the Declarant for all purposes of the Declaration.

Section 9. "Declaration" shall mean The Declaration of Covenants, Conditions and Restrictions of the Pointe at Raymore, as now existing and as properly amended, or modified hereafter.

Section 10. "Fourplex" or "Sixplex" shall mean and refer to the structure that is constructed within and on each Residential Unit Lot, each said structure to be constructed as one building containing four or six (respectively) separate and distinct living units or residences, each of which shall have separate entrances and separate garages (each said separate and distinct living unit and residence being hereinafter defined as a "Residential Living Unit").

Section 11. "Improvements" shall mean and include all buildings, outbuildings, roads, driveways, sidewalks, parking areas, fences, screening walls, retaining walls, stairs, decks, hedges, windbreaks, plantings, planted trees and shrubs, poles, signs, and all other structures or landscaping improvements of every type and kind.

Section 12. "Maintenance" shall mean the exercise of reasonable care to keep buildings, landscaping, lighting, and other related improvements and fixtures in a condition comparable to their original condition, normal wear and tear excepted.

Maintenance of landscaping shall further mean the exercise of generally accepted garden management practices necessary to promote a healthy, weed free environment for optimum plant growth.

Section 13. "Member" shall mean and refer to every person or entity who holds membership in the Association.

Section 14. "Mortgage" shall mean a conventional mortgage or a deed of trust.

Section 15. "Mortgagee" shall mean a holder of a conventional mortgage or a beneficiary under or holder of a deed of trust.

Section 16. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to a Fourplex, Sixplex, Residential Unit Lot, or a Residential Living Unit, or other land which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 17. "Owner's Proportionate Share" means a fraction, the numerator of which is the number of Residential Living Units then owned by such Owner within the Property and the denominator of which is the total number of Residential Living Units then within the Property.

Section 18. "Property" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association and this Declaration as hereinafter provided.

Section 19. "Residential Living Unit" shall mean and refer each separate and distinct living unit or residence located within each Fourplex or Sixplex constructed within and on each Residential Unit Lot.

Section 20. "Residential Unit Lot" shall mean and refer to any separate area designated as such by a numerical reference assigned to same and reflected upon any recorded subdivision plat map of the Property set aside for the construction of a Fourplex, Sixplex, or on which a Fourplex or Sixplex is constructed.

Section 21. "Restricted Common Area" shall mean and refer to all Common Areas owned by the Association on or over which, with the approval of the Aesthetics Review Board pursuant to Article VII of the Declaration, is located specific improvements or features, including, but not limited to; driveways, sidewalks, foundation plantings, landscaping features and improvements, air conditioning or heating equipment, roof, balcony or deck overhangs which are intended to and do in fact serve or service the needs,

welfare and best interests of a Residential Living Unit once a Fourplex and Sixplex containing Residential Living Units is constructed on such Residential Unit Lot or Lots.

Section 22. "Subdivision" shall mean and refer to the Property together with any Annexation Property.

Section 23. "Supplementary Declaration" shall mean and refer to any declaration of covenants, conditions or restrictions which may be recorded by the Declarant which contains some complementary provisions in relation to the Property or any portion thereof as authorized herein and is reasonably related to the general welfare of the Owners and occupants within the Property or the portion thereof affected by same.

### **ARTICLE III** **ASSOCIATION MEMBERSHIP**

Every record title Owner of a fee or undivided fee interest of a Fourplex, Sixplex, Residential Unit Lot, or Residential Living Unit, as defined in the Declaration, or other land which is subject to the covenants contained in the Declaration, including contract sellers, shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any property which is subject to assessment by the Association.

### **ARTICLE IV** **MEETING OF MEMBERS**

Section 1. Annual Meetings. So long as the Declarant maintains exclusive control over the Association, as provided in the Declaration, any meeting of Members shall be suspended unless and until called by the Declarant. Any meeting of the Members which would otherwise be required to take any action requiring the action of the Members shall only require the official corporate action of the Declarant acting in his capacity as the one in exclusive control of the Association so long as the Declarant is in control of the Association. The Declarant may call, from time to time, meetings of the Members to inform the Members of Association activities or to request the advisory opinion of the other Members while in control of the Association, but shall not be required to call such meetings or to request any such advisory opinions. The first annual meeting of the Members shall be held within one year from the date that the Declarant's control over the Association expires or is voluntarily relinquished (and then only to the extent of such expiration of control or voluntary relinquishment), and each subsequent regular annual meeting of the Members shall be held on the same day of the same month of each year thereafter, at the hour of 7:30 o'clock P.M. If the day for the annual meeting of the Members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 2. Special Meetings. Following the expiration or relinquishment of Declarant's control over the Association, special meetings of the Members may be called at any time by the president or by the Board of Directors, or upon written request of the members who are entitled to vote one-fourth (1/4) of all of the votes.

Section 3. Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least 15 days before such meeting to each Member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, one-fourth (1/4) of all the votes shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his property.

## **ARTICLE V** **BOARD OF DIRECTORS: SELECTION/TERM OF OFFICE**

Section 1. Number. The affairs of this Association shall be managed by a Board of three (3) Directors, who need not be Members of the Association.

Section 2. Term of Office. At the first annual meeting the Declarant shall elect one director for a term of one year, one director for a term of two years and one director for a term of three years; and at each annual meeting thereafter so long as Declarant controls the Association, the Declarant shall elect one director for a term of three years. Following the relinquishment of control of the Association by Declarant, at each annual meeting thereafter the Members shall elect one director for a term of three years.

Section 3. Removal. So long as the Declarant maintains control over the Association, the Declarant shall have the right and authority to remove any director, by an official corporate action taken by the Declarant. Thereafter, any director may be removed from the Board, with or without cause, by a majority vote of the members of the

Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

## **ARTICLE VI** **NOMINATION AND ELECTION OF DIRECTORS**

Section 1. Nomination. Once control over the Association Board of Directors has passed from Declarant to the Members, nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a Member Of the Board of Directors, and two or more Members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the Members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among Members or non-Members.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

## **ARTICLE VII** **MEETINGS OF DIRECTORS**

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held without notice, at such intervals as the Board, by resolution shall establish, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.



Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any two directors, after not less than three (3) days notice to each director.

Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

**ARTICLE VIII**  
**POWERS AND DUTIES OF THE BOARD OF DIRECTORS**

Section 1. Powers. The Board of Directors shall have power to:

(a) adopt and publish rules and regulations governing the use of the Common Area and facilities, and to establish penalties for the infraction thereof;

(b) suspend the voting rights and right to use of the Common Areas of a Member during any period in which such Member shall be in default in the payment of any Assessment, either Special or Regular, levied by the Association. Such rights may also be suspended for a period not to exceed 60 days for infraction of published rules and regulations;

(c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration.

(d) declare the office of a Member of the Board of Directors to be vacant in the event such Member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

(e) employ a manager, an independent contractor, or such other employees as deemed necessary, and to prescribe their duties.

Section 2. Duties. It shall be the duty of the Board of Directors to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the Members, or at any special meeting when such statement is requested in writing by Members who are entitled to one-fourth (1/4) of all the votes;

(b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(c) as more fully provided in Article VI of the Declaration, to:

(1) establish a pro forma operating statement or budget at least sixty (60) days in advance of each fiscal year of the Association and cause such information to be reasonably available for review by all Owners of the Association at the Association's office;

(2) establish the amount of the Regular Assessment from time to time assessed against each Residential Living Unit and establish the due date or dates of such Regular Assessments, which shall be done at the same time that the pro forma operating statement or budget is established;

(3) promptly after establishing the Regular Assessment due from each Owner, send written notice of such Regular Assessment to every Owner subject thereto notifying each Owner of the amount of the Regular Assessment, the due date(s) of each Owner's Regular Assessment (which shall be on or before the first day of the next succeeding fiscal year of the Association);

(4) establish the amount of any Special Assessment from time to time assessed against any Residential Living Unit and establish the due date or dates of such Special Assessments; and

(5) foreclose the lien against any property for which Regular or Special Assessments are not paid within a reasonable period after the due date or bring an action at law against the Owner personally obligated to pay the same.

(6) take any and all other steps pertaining and relating to the establishment, notification and enforcement of Regular Assessments and Special Assessments set forth in Article VI of the Declaration and which might be reasonable and necessary to carry out the sense and purpose of Article VI of said Declaration.

(d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any Regular Assessment or Special Assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an Assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) procure and maintain adequate liability and hazard insurance on property owned by the Association, and to procure such other insurance as required by the Declaration;

(f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(g) cause the Common Area to be maintained;

(h) cause and/or arrange for those services to be provided, as set forth in Article VIII of the Declaration, but only to the extent of the Association's responsibilities in connection therewith, which it is the duty of the Association to provide for the benefit of each Residential Living Unit within the Property.

## **ARTICLE IX** **OFFICERS AND THEIR DUTIES**

Section 1. Enumeration of Offices. The officers of this Association shall be a president and vice-president, who shall at all times be members of the Board of Directors, a secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the meeting of the Board of Directors following each annual meeting of the Members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

(a) President. The president shall preside at all meetings of the Board of Directors and at all meeting of the Members; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes, and shall carry out all other duties and responsibilities of the president as indicated or delegated to him and contained within the Declaration.

(b) Vice-President. The vice-president shall act in the place of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

(c) Secretary. The secretary shall record the votes and keep the minutes of all meeting and proceedings of the Board and the Members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association together with their addresses, and shall perform such other duties as required by the Board.

(d) Treasurer. The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the Members.

## ARTICLE X COMMITTEES

The Board of Directors of the Association shall appoint a Nominating Committee, as provided in these By-Laws. In addition, the Board of Directors shall appoint other committees as required by the Declaration and/or as deemed appropriate in carrying out its purpose.

## ARTICLE XI BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost.

## **ARTICLE XII** **ASSESSMENTS**

As more fully provided in the Declaration, each Member is obligated to pay to the Association Regular and Special Assessments which are secured by a continuing lien upon the property against which such Assessment(s) are made. Any Assessments which are not paid when due shall be delinquent. If any Assessment is not paid within ten (10) days after the due date, the Assessment shall have a late charge equal to ten percent (10%) added to the Assessment and shall in addition bear interest from the date of delinquency at the rate of ten percent (10%) per annum, until paid, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien on the property against which the Assessment was levied, and interest, late charges, costs, and reasonable attorney's fees of any such action shall be added to the amount of such Assessment, all of which may be foreclosed upon by the enforcement of lien procedure spelled out in Section 11 of Article VI of the Declaration. No Owner may waive or otherwise escape liability for the Assessments provided for herein by nonuse of the Common Area or abandonment of his real estate.

## **ARTICLE XIII** **CORPORATE SEAL**

The Association shall have a seal in circular form having within its circumference the words: "THE POINTE AT RAYMORE OWNERS' ASSOCIATION, INC."

## **ARTICLE XIV** **AMENDMENTS/CONFLICTS BETWEEN DOCUMENTS**

Section 1. So long as Declarant owns any Fourplex, Sixplex, Residential Unit Lot, or Residential Living Unit subject to the Declaration, the Declarant shall have the exclusive right to Amend these By-Laws by appropriate corporate action taken by Declarant in connection therewith. From and after such time as Declarant does not own any Fourplex, Sixplex, Residential Unit Lot, or Residential Living Unit subject to the Declaration, these By-Laws may be amended, at a regular or special meeting of the Members, by a vote of a majority of a quorum of Members present in person or by proxy.

Section 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

**ARTICLE XV**  
**MISCELLANEOUS**

The fiscal year of the Association shall begin on January 1 and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

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The foregoing were officially adopted by Action of the Board of Directors of THE POINTE AT RAYMORE OWNERS' ASSOCIATION, INC, taken January 28th, 2006, to be and to constitute the By-Laws of said Corporation.

IN WITNESS WHEREOF, the undersigned Virginia D. Sparks, Secretary of the Corporation, hereby affixes his/her signature in certification of the foregoing this 28<sup>th</sup> day of January, 2006.

\_\_\_\_\_  
Secretary



**ARTICLE THREE**  
**PURPOSE AND POWERS OF THE ASSOCIATION**

This Association does not contemplate pecuniary gain or profit to the Members thereof, and the specific purpose for which it is formed is to function as an Owners Association and in such capacity to provide for the collection and disbursement of dues, to see to the enforcement and integrity of deed restrictions and other covenants, to hold title to and to control and maintain common areas, and to see to the maintenance, preservation and aesthetic/architectural control of that certain tract of property described as:

The Pointe At Raymore - First Plat,

and to promote the health, safety and welfare of the Owners and occupants of the above-described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association and for this purpose to:

(a) exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions, and Restrictions of The Pointe at Raymore, executed by Steven M. Walker, Member (herein referred to as the "Declarant") dated January 27, 2006, hereinafter called the "Declaration", applicable to the Property described above and recorded in the Office of the Cass County, Missouri Director of Records at Harrisonville, Missouri, and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;

(b) fix, levy, collect, and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes, or governmental charges levied or imposed against the property of the Association;

(c) acquire (by gift, purchase, or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

(d) borrow money, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(e) dedicate, sell, or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members;



(f) participate in mergers and consolidations with other nonprofit corporations organized for the same purposes or annex additional property and Common Area;

(g) have and to exercise any and all powers, rights, and privileges which a corporation organized under the Non-Profit Corporation Law of the State of Missouri by law may now or hereafter have or exercise.

(h) to do everything necessary, suitable, or proper for the accomplishment, attainment, or furtherance of, and to do every other act or things incidental to, appurtenant to, growing out of, these Articles of Incorporation, whether along or in association with others; to possess all the rights, powers, and privileges now or hereafter conferred by the laws of the State of Missouri upon a general not-for-profit corporation organized under the laws of the State of Missouri, and, in general, to carry on any of the activities and to do any of the things herein set forth to the same extent and as fully as a natural person or partnership might or be construed as authorizing the corporation to possess any purpose, object, or power, or to do any act or thing forbidden by law to a not-for-profit corporation organized under the laws of the State of Missouri, nor to engage in any activity not approved by Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, or any successor section.

#### **ARTICLE FOUR** **MEMBERSHIP**

Every record title owner of a fee or undivided fee interest of a Fourplex, Sixplex, Residential Unit Lot, or Residential Living Unit, as defined in the Declaration, or other land which is subject to the covenants contained in the Declaration, including contract sellers, shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any property which is subject to assessment by the Association.

#### **ARTICLE FIVE** **VOTING RIGHTS**

Until such time as the Declarant has sold all Fourplexes, Sixplexes, Residential Unit Lots, or Residential Living Units in The Pointe at Raymore, as same exists from time to time, the Declarant shall have and maintain absolute and exclusive control over the Association, and shall be the only Member entitled to cast any votes with respect to the election and the removal of members of the Aesthetics Review Board, the election of the officers of the Association and the Board of the Association or any other matters requiring

the vote or approval of Association Members. Following the expiration, voluntary relinquishment, or assignment of such exclusive voting and control rights by the Declarant (and only to the extent that such exclusive voting and control rights have expired, been voluntarily relinquished, or assigned), each Member shall be entitled to one vote for each Residential Living Unit in which they hold the interest required for membership by Article Three. When more than one person holds such interest in any Residential Living Unit, all such persons shall be Members. The vote for such Residential Living Unit shall be exercised as the Owners of same among themselves determine, and specify to the Association, but in no event shall more than one vote be cast with respect to any Residential Living Unit.

### **ARTICLE SIX** **BOARD OF DIRECTORS**

The affairs of this Association shall be managed by a Board of three (3) Directors, who need not be Members of the Association. The number of directors may be changed by amendment of the By-Laws of the Association. The names and addresses of the persons who are to act in the capacity of directors until the selection of their successors are:

<u>NAME</u>	<u>ADDRESS</u>
Steven M. Walker	12108 State Line Leawood, Kansas 66209
Paul L. Caton	11703 E. 85th Raytown, Mo. 64138
Virgina D. Sparks	5711 Moonlight Meadows Ct Lees Summit, Mo. 64064

At the first annual meeting of the Association, the Association shall elect one director for a term of one year, one director for a term of two years and one director for a term of three years; and at each annual meeting thereafter the Association shall elect one director for a term of three years.

### **ARTICLE SEVEN** **DISSOLUTION**

The Association may be dissolved with the assent given in writing and signed by Members entitled to vote at least two-thirds (2/3) of all votes. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused

acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to such similar purposes.

**ARTICLE EIGHT**  
**DURATION**

The corporation shall exist perpetually.

**ARTICLE NINE**  
**AMENDMENTS**

So long as the Association is controlled by the Declarant, these Articles may be amended by the official authorized action of the Declarant. Thereafter, amendments of these Articles shall require the assent of two-thirds (2/3) of the entire membership.

IN WITNESS WHEREOF, for the purposes of forming this corporation under the laws of the State of Missouri, I, the undersigned, constituting the incorporator of this Association, have executed these Articles of Incorporation this \_\_\_\_ day of \_\_\_\_\_, 2006.

\_\_\_\_\_  
Steven M. Walker, Member

STATE OF MISSOURI     )  
  ) ss  
COUNTY OF JACKSON    )

Personally appeared before me, a Notary Public in and for the above named State and County, the above named Steven M. Walker, who is personally known to me to be the same person who executed the foregoing instrument in writing, and duly acknowledged execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this \_\_\_\_ day of \_\_\_\_\_, 2006.

\_\_\_\_\_  
Notary Public

My Commission Expires: