

**BYLAWS OF
THE PRAIRIE LANDING COMMUNITY IMPROVEMENT DISTRICT,
a Missouri Nonprofit Corporation and Community Improvement District**

**ARTICLE I
DEFINED TERMS**

Section 1.1 Articles of Incorporation. Those articles of incorporation filed with the Missouri Secretary of State on July 20, 2005 as file number 200520155616

Section 1.2 Board of Directors. The Board of Directors of the District, and which is the governing body of the District.

Section 1.3 CID Act. Section 67.1401 through Section 67.1571, RSMo.

Section 1.4 City. The City of Independence, Missouri.

Section 1.5 City Clerk. The City Clerk of the City

Section 1.6 City Council. The governing body of the City.

Section 1.7 Declarations. Those Declarations encumbering the property located within the boundaries of the District and filed with the Jackson County, Missouri Recorder of Deeds office.

Section 1.8 Directors. Member(s) of the Board of Directors.

Section 1.9 District. The Prairie Landing Community Improvement District, a Missouri nonprofit corporation and community improvement district created pursuant to Sections 67.1401 to 67.1571, of the Revised Statutes of Missouri ("RSMo"), and formed by the City Council pursuant to City Ordinance number 16249, adopted on February 6, 2006.

Section 1.10 Initial Directors. The initial directors set forth in the Articles of Incorporation.

Section 1.11 Lot. A tract, lot or parcel of real property within the District.

Section 1.12 Member's Authorized Representative. When an Owner is an entity other than a natural person, or is a group of natural persons or entities, that natural person designated to the Board of Directors by the entity or group as the entity's or group's representative to vote and receive notices on behalf of the entity or group.

Section 1.13 Nonprofit Act. Chapter 355, RSMo.

Section 1.14 Operator. An owner/operator of a business operating within the District.

Section 1.15 Owner. Any Owner of real property within the District.

Section 1.16 Petition. The Petition to Establish the District.

Section 1.17 Resident. A registered voter, owning and occupying a residence within the District.

Section 1.18 RSMo. The Revised Statutes of Missouri

Section 1.19 Successor Directors. Any director, elected subsequent to the Initial Directors, in accordance with the Nonprofit Act.

Section 1.20 Sunshine Law. Section 610.010, RSMo, through Section 610.200, RSMo, governing meetings of public governmental bodies including the Board, as now or hereafter amended.

Section 1.21 Undefined Terms. Any term undefined by this Article shall have the same meaning as such term is given pursuant to the CID Act, the Petition, the Declarations, the Sunshine law or other applicable Missouri statutes or cases.

ARTICLE II OFFICES

Section 1. Principal Office. The principal office of the District in the State of Missouri shall be located at 14400 E. 42nd Street, Suite 200, Independence, Missouri 64055 or such other office as determined by the Board of Directors. The District may have such other offices either within or without the State of Missouri, as the business of the District may require.

Section 2. Registered Office. The registered office of the District required by the Nonprofit Act to be maintained in the State of Missouri may be, but need not be, identical with the principal office in the State of Missouri, and the address of the registered office may be changed from time to time by the Board of Directors.

ARTICLE III MEMBERS

Section 1. Qualifications. Any individual, entity, or groups of individuals and/or entities owning the fee to real property within the boundaries of the District shall be a Member of the District; provided, in the case of joint ownership of real property, the Member shall be the collective group of individuals and/or entities owning such real property.

Section 2. Classes of Members. There shall be one (1) class of Membership in the District.

Section 3. Annual Dues. Payment of dues shall not be required, unless the Board of Directors determines by resolution that the collection of dues from the Members is necessary or desirable.

Section 4. Annual Meetings. The annual meeting of the Members shall be held within Jackson County in the State of Missouri at the hour of 3:00 p.m. on the second Tuesday of May

beginning in 2009. Such annual meeting shall be for the purpose of electing Successor Directors, if required, and for the transaction of such other business as may come before the meeting. If the day fixed for the annual meeting shall be a legal holiday, the meeting shall be held on the next succeeding Tuesday. At the annual meeting, the Chairman shall report on the activities and the financial condition of the District. Notice, including the place, date, time and purpose of the meeting, shall be delivered, either personally or by mail, to the address of each Member not less than ten (10) days nor more than thirty (30) days before the day appointed for the meeting. If mailed, such notice shall be deemed to be delivered when deposited in the U.S. Mail addressed to the Member at his or her address as it appears on the records of the District, with postage thereon prepaid. If the election of Directors shall not be held on the day designated herein for any annual meeting, or any adjournment thereof, the Members shall cause the election to be held at a special meeting of the Members as soon thereafter as may be convenient.

Section 5. Special Meetings. Special meetings of Members may be held within Jackson County in the State of Missouri, and may be called by or at the request of the Chairman, the Board of Directors, or a simple majority of the Members. Notice for any special meeting shall be given to the Members in the same manner as for the annual meeting, except that such notice shall be given no less than twenty-four (24) hours before the day appointed for the meeting. No business other than that specified in the notice of meeting shall be transacted at any special meeting of the Members or class of Members.

Section 6. Place of Meeting. Meetings of the Members shall be held at such place within Jackson County, in the State of Missouri as shall be provided in the notice of such meeting, or if not otherwise designated, at the Principal Office of the District.

Section 7. Quorum. The presence of ten percent (10%) of the Members entitled to vote, or any such Member's Authorized Representative, shall be necessary to constitute a quorum for the transaction of business.

Section 8. Voting. Subject to the terms of the Declaration, each voting Member shall be entitled to cast one (1) vote in all matters duly brought before a meeting of Members. The vote of any Member, which is an entity or group of individuals and/or entities, shall be cast by such Member's Authorized Representative.

Section 9. Manner of Acting. A majority of the votes entitled to be cast by the Members at a meeting at which a quorum is present shall be required for the adoption of any matter voted upon by the Members.

Section 10. Powers. All powers not specifically reserved to the Members are delegated to the Board of Directors.

Section 11. Member's Address and Member's Authorized Representative. Each Member, which is a natural person, shall be responsible for providing to the Board of Directors such Member's name and address for purposes of notices required to be given to such Member, in a written form acceptable to the Board of Directors. Each Member which is an entity or group of individuals and/or entities shall designate the Member's Authorized Representative for purposes of voting and receiving notices required to be given to such Member. Such designation shall be in written form acceptable to the Board of Directors which form shall contain the representative's

name and address for purposes of receiving notice. Each such Member may change such Member's Authorized Representative by giving written notice to the Board of Directors in the same manner as the original designation.

ARTICLE IV **DIRECTORS**

Section 1. General Powers. The business and affairs of the District shall be managed by its Board of Directors, and any Successor Directors. The Board of Directors shall have authority to conduct business and make decisions regarding the governance of the District as stated in the Missouri Nonprofit Act. The Board of Directors shall further have authority to conduct business and make decisions regarding the governance of the District as stated in the Petition, in the CID Act and in the Declarations.

Section 2. Qualifications of Directors. All Directors shall be a natural person at least eighteen (18) years of age and shall not be a party, or an officer, employee, agent, representative, shareholder or member of any such party, bringing, supporting or maintaining any legal action challenging the validity of the CID Act, the establishment of the District, the levy of any special assessments by the District, or the authority of the Board of Directors. The Board of Directors shall consist of five (5) Directors, whom shall meet the Director requirements stated in the CID Act and the Nonprofit Act.

Section 3. Number, Election and Term. The Initial Directors shall consist of those persons stated in the Articles of Incorporation and shall serve for a term of ten (10) years. Such Initial Director's term shall end on the date of the District's annual meeting of the Members, or until an applicable Successor Director is elected or appointed. Each Successor Director shall be elected or appointed for a term of two (2) calendar years and shall hold office until his successor has been elected or appointed and has qualified in accordance with Section 2 of this Article. The number of Directors may be changed from time to time by a two-thirds ($\frac{2}{3}$) vote of the Directors then in office, provided, however, that the number of directors shall not be less than five (5) nor more than thirty (30). Any change in the number of Directors shall be filed with the Missouri Secretary of State within thirty (30) calendar days of such change or reported as otherwise required by law.

Section 4. Removal for Failure to Attend. In the event any Director fails to attend greater than two (2) meetings within a period of six (6) calendar months such Director may be removed from the Board of Directors upon the vote of a majority of the Directors then in office.

Section 5. Vacancies. In case of the death, resignation, removal or disqualification of one or more of the Directors, a majority of the survivors or remaining Directors may fill such vacancy or vacancies through the appointment and confirmation of a Successor Director by a simple majority of the remaining Directors. A Director appointed and confirmed to fill a vacancy shall serve until the end of the term of the Director whom the new Director replaces.

Section 6. Compensation. Directors as such shall not receive any stated salaries for their services, provided, that nothing herein contained shall be construed to preclude any Director from serving the District in any other capacity and receiving compensation.

ARTICLE V

MEETINGS OF THE BOARD OF DIRECTORS

Section 1. Annual Meetings. The annual meeting of the Board of Directors shall be held within Jackson County, in the State of Missouri, at a time immediately following the annual meeting of the Members, on the second Tuesday of May in each year beginning with the year 2007, for the purpose of electing Officers and for the transaction of such other business as may come before the Board of Directors. If the day fixed for the annual meeting shall be a legal holiday, the meeting shall be held on the next succeeding Tuesday. If the election of Officers shall not be held on the day designated herein for any annual meeting, or any adjournment thereof, the Board of Directors shall cause the election to be held at a special meeting of the Board of Directors as soon thereafter as reasonably possible.

Section 2. Regular Meetings. The Board of Directors may provide, by resolution, the time and place, within Jackson County, in the State of Missouri, for the holding of additional regular meetings with notice of such resolution to all Directors being provided to those Directors not in attendance at the time of adoption of such resolution. Regular meetings held as provided by a resolution of the Board of Directors shall be held without notice other than the resolution.

Section 3. Special Meetings. Special meetings of the Board of Directors may be called by or at the request of the Chairman or one-third (1/3) of the Directors then in office upon written notice as provided in Section 4 of this Article. The person or persons authorized to call special meetings of the Board of Directors may fix any place within Jackson County, in the State of Missouri, as the place for holding any special meeting of the Board of Directors called by them.

Section 4. Notice. Notice of any special meeting of the Board of Directors shall be given at least twenty-four (24) hours prior to such meeting by written notice delivered personally, by electronic mail or conventional mail to each Director at the Director's address as shown by the records of the District. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, in a sealed envelope so addressed, with postage thereon prepaid. The general nature of the business to be transacted at, or the general purpose of, any special meeting shall be stated in the notice. Any Director may waive notice of any meeting. The attendance by a Director at any meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Section 5. Place of Meeting. Meetings of the Board of Directors shall be held at such place within Jackson County in the State of Missouri, as shall be provided in the notice of such meeting, or if not otherwise designated, at the Principal Office of the District.

Section 6. Quorum. Except as may be otherwise specifically provided by statute, by the Articles of Incorporation or by these Bylaws, a majority of the total number of Directors then in office shall constitute a quorum for the transaction of business.

Section 7. Participation. Members of the Board of Directors or of any committee designated by the Board of Directors may participate in a meeting of the Board of Directors or committee by means of conference telephone or similar communications equipment as long as all

persons participating in the meeting can hear each other, and participation in a meeting in this manner shall constitute presence in person at the meeting.

Section 10. Manner of Acting. The act of the majority of the Directors present at a meeting of the Board of Directors at which a quorum is present shall be the act of the Board of Directors; provided that no Director shall be removed by a vote of less than a majority of the Directors then in office and in the event a quorum is not present, a majority of the Directors present may adjourn the meeting from time to time without further notice.

ARTICLE VI **OFFICERS**

Section 1. Number. The Officers of the District shall consist of a Chairman a Secretary and a Treasurer. The Board of Directors may also elect one or more Vice Chairmen (one of whom may be designated or elected the Executive Vice Chairman), an Assistant Secretary and an Assistant Treasurer. The Board of Directors may elect or appoint such other Officers, employees and agents as it shall deem desirable; such Officers, employees and agents shall have the authority and duties prescribed by the Board of Directors. Notwithstanding anything to the contrary, any two or more offices may be held by the same person, except for the office of Chairman and Secretary.

Section 2. Powers and Duties Generally. All Officers of the District, as between themselves and the District, shall have such authority and shall perform such duties in the management of the property and affairs of the District as may be provided in these Bylaws, or in the absence of such provision, as may be established by resolution of the Board of Directors.

Section 3. Election and Term of Office. The Officers of the District shall be elected by the Board of Directors at the first meeting of the Board of Directors and annually thereafter at the annual meeting of the Board of Directors. If the election of Officers shall not be held at the annual meeting, the election shall be held as soon thereafter as reasonably possible. Each Officer shall hold office until his successor shall have been duly elected and shall have qualified, or until his death, or until he shall resign, or shall have been removed in the manner provided in these Bylaws.

Section 4. Vacancies. If any office becomes vacant by reason of death, resignation, removal, disqualification or otherwise, or if any Officer, in the judgment of the Board of Directors, is unable to perform the duties of his office for any reason, the Board of Directors may choose a successor to fill such vacancy or may delegate the duties of any such vacant office to any other Officer or to any Director for the unexpired portion of the term.

Section 5. Removal. Any Officer or agent elected or appointed by the Board of Directors may be removed by the Board of Directors whenever in its judgment the best interests of the District would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed.

Section 6. Chairman. The Chairman shall be the Chief Executive Officer of the District; he shall preside at meetings of the Board of Directors and, subject to the direction and control of the Board of Directors, the Chairman shall direct the policy and management of the District. The Chairman shall perform such other duties as may be prescribed by the Board of Directors from time to time.

Section 7. Vice-Presidents. At the request of the Chairman or in the event of his absence, disability or refusal to act, the Vice President (or, in the event there be more than one Vice President, the Vice Presidents in the order of their election or designation) shall perform the duties of the Chairman and, when so acting, shall have all the powers of and be subject to all the restrictions upon the Chairman. Each Vice President shall have such powers and discharge such duties as may be assigned to him from time to time by the Chairman or the Board of Directors.

Section 8. Secretary. The Secretary shall: (a) keep the minutes of all meetings of the Members and of the Board of Directors; (b) see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law; (c) be custodian of the corporate records of the District; (d) maintain a complete list of all Members and all Member's Authorized Representatives entitled to vote at Members' meetings and have said list available for inspection by any Member who may be present at such meetings; and (e) in general, perform all duties customarily incident to the office of Secretary and such other duties as from time to time may be assigned to him by the Chairman or by the Board of Directors.

Section 9. Treasurer. The Treasurer shall: (a) have supervision of the funds, securities, receipts and disbursements of the District; (b) cause all monies and other valuable effects of the District to be deposited in its name and to its credit in such depositories as shall be selected by the Board of Directors or pursuant to authority conferred by the Board of Directors; (c) cause to be kept correct books of account, proper vouchers and other papers pertaining to the District's business at the accounting office of the District; and (d) render to the Chairman or the Board of Directors, whenever requested, an account of the financial condition of the District.

Section 10. Salaries. The Officers of the District shall not receive salaries for their services as Officers. This shall not be construed to mean that Officers may not also be employees or agents of the District but merely that they shall not be paid a salary for performing their duties as Officers of the District.

ARTICLE VII SPECIAL ASSESSMENTS

Levy of Special Assessments. Each year, for the purpose of levying special assessments, the Board of Directors shall determine the Use Categories (as defined and set forth in the Petition to establish the District pursuant to the CID Act) of each Lot, or portion of each Lot, and based on such Use Category the Board shall apply the applicable Use Category to each Lot, or portion of each Lot, and thereby classify each Lot or portion of each Lot as such.

ARTICLE VIII CONTRACTS, LOANS, CHECKS, DEPOSITS AND GIFTS

Section 1. Contracts. The Board of Directors may authorize any Officer or Officers, agent or agents, employee or employees, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the District, and such authority may be general or confined to specific instances.

Section 2. Loans. No loans shall be contracted on behalf of the District and no evidences of indebtedness shall be issued in its name unless authorized by a specific resolution of the Board of Directors.

Section 3. Checks, Drafts, etc. All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the District, shall be signed by such Officer or Officers, agent or agents of the District and in such manner as shall from time to time be determined by the Board of Directors. Endorsement of instruments for deposit to the credit of the District in any of its duly authorized depositor may be made by rubber stamp of the District or in such other manner as the Board of Directors may from time to time determine.

Section 4. Deposits. All funds of the District not otherwise employed shall be deposited from time to time to the credit of the District in such banks, trust companies or other depositories as the Board of Directors may select.

Section 5. Gifts. The Board of Directors may accept on behalf of the District any contribution, gift, bequest, or devise for any purpose of the District.

ARTICLE IX BOOKS AND RECORDS

Correct and complete books and records of account shall be kept by, or under the direction of, the Treasurer of the District; minutes of the proceedings of the Board of Directors shall be kept by the Secretary of the District; all committees created at the discretion of the Board of Directors shall make a record of their activities, said record when completed to be delivered to the Secretary of the District. A copy of the register of the names and post office addresses of each Director and Member shall be maintained at the principal office of the District. All books and records of the District may be inspected by any Director or Member, or any Director's or Member's agent or attorney for any proper purpose at any reasonable time.

ARTICLE X FISCAL YEAR

The fiscal year for the District shall be the same as the City's fiscal year.

ARTICLE XI CORPORATE SEAL

The District shall have no corporate seal.

ARTICLE XII WAIVER OF NOTICE

Whenever any notice whatsoever is required to be given under the provisions of the Nonprofit Act, the CID Act, the Articles of Incorporation, or these Bylaws, a waiver thereof, in writing, signed by the person or persons entitled to such notice, whether signed before or after the

time stated therein, shall be deemed equivalent to the giving of such notice and shall have the same force and effect as notice provided by said statutes, Articles of Incorporation or Bylaws.

ARTICLE XIII

LIMITATION OF ACTIVITIES OF DISTRICT

No part of the net earnings of the District shall inure to the benefit of, or be distributable to its Directors, Officers, or other private persons, except that the District shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in the Petition, and in Article VII of the Articles of Incorporation. No substantial part of the activities of the District shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the District shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of or in opposition to any candidate for public office. Notwithstanding any other provision of these Bylaws, the District shall not carry on any other activities not permitted to be carried on by a corporation exempt from federal income tax under section 501(a) of the Internal Revenue Code, or corresponding section of any future federal tax code.

ARTICLE XIV

RATIFICATION/DISSOLUTION

Section 1. Bylaws. These Bylaws shall become operative upon their ratification and adoption by the majority of the Initial Directors.

Section 2. Dissolution. Upon dissolution of the District, District assets shall be distributed in accordance with the CID Act, provided however, District assets shall be distributed to one or more exempt entities for one or more exempt purposes within the meaning of section 501(a) of the Internal Revenue Code, or corresponding section of any future federal tax code.

ARTICLE XV

INDEMNIFICATION OF OFFICERS AND DIRECTORS

Each Director and Officer of the District shall be indemnified by the District against all reasonable costs and expenses, including attorneys' fees, actually and necessarily incurred by or imposed upon the Officer, Director or their estate in connection with the defense of any action, suit or proceeding to which the Officer, Director or their estate is made a party by reason of being or having been a Director or Officer of the District (whether or not the Director continues to be a Director or Officer at the time such costs or expenses are incurred), except in relation to any matter as to which the Officer or Director is adjudged in any such action, suit or proceeding, without such judgment being reversed, to have been liable for gross negligence or misconduct in the performance of his duties as a Director or Officer of the District. In the event of the settlement of any such action, suit or proceeding, prior to the final judgment, the District shall also make reimbursement for payment of the costs, expenses and amounts paid or to be paid in settling any such action, suit or proceeding when such settlement is determined by the majority of the Directors who are not involved, or if all are involved, in the opinion of independent legal counsel selected by the Board of Directors to be in the best interests of the District. No Director or Officer of the District shall be

liable to any other Director or Officer or other person for any action taken or refused to be taken by him as Director or Officer with respect to any matter within the scope of his official duties unless such action or neglect or failure to act shall constitute gross negligence or misconduct in the performance of the duties of that Director or Officer.

ARTICLE XVI

AMENDMENT OF BYLAWS

These Bylaws may be altered, amended or repealed and new Bylaws may be adopted at any annual meeting of the Board of Directors or any special meeting of the Board of Directors called for that purpose. The Board of Directors may adopt emergency Bylaws as provided by law.

These Bylaws were ratified and adopted by the Board of Directors pursuant to Resolution No. 2006-06 adopted on September 8, 2006.



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INSTRUMENT NUMBER:
2008E0124814

Document Title: First Amended and Restated Declaration of Covenants, Conditions and Restrictions for the Prairie Landing Community Improvement District

Document Date: DECEMBER 03, 2008

Grantor(s) Names: T.E. Woods Construction, Inc.

Grantee(s) Names: Restrictions of Prairie Landing

Statutory/Grantee's address: 14400 E. 42nd Street, Suite 200
Independence, Missouri 64055

Legal Description: See Attached Exhibit A as Pages 29 & 30

Reference Book and Page: Instrument No. 2007E0040059

BS1442
First American Title
1600 NW Mock Avenue
Blue Springs, MO 64015
816-229-5960

**FIRST AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR THE
PRAIRIE LANDING
COMMUNITY IMPROVEMENT DISTRICT**

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**FIRST AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR THE
PRAIRIE LANDING
COMMUNITY IMPROVEMENT DISTRICT**

This First Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements is made on December 3, 2008 by T.E. Woods Construction, Inc., a Missouri corporation, and Woods Development Group, LLC, both with a notice and mailing address of 14400 E. 42nd Street South, Independence, Missouri 64055-4752.

RECITALS

- A. Capitalized terms are defined in Article One of this Declaration.
- B. Declarant owns certain real property located in the City, which is more particularly described in Exhibit A to this Declaration and known as Prairie Landing.
- C. The development of the Property will be as a residential development, which Units may consist of either single-family units or multi-family units designated as the following: Heritage Units, Dominion Units, Villa Units, Village Units and Neighborhood Units together with related Common Areas, facilities and elements.
- D. Declarant will convey the Units to each successor Owner subject to the covenants, conditions, restrictions, reservations, easements, assessments, charges and liens set forth in this Declaration.
- E. On or about March 27, 2007, Declarant filed in the Office of the Jackson County Recorder that certain document entitled Declaration of Covenants, Conditions, Restrictions and Easements, which was recorded as Document No. 2007E0040059 (the "Original Declaration."
- F. Pursuant to Section 14.2 of the Original Declaration, Declarant desires to amend and restate the Original Declaration in accordance as stated in this Declaration.
- G. Declarant imposes this Declaration as hereinafter set forth, for the benefit of Declarant, and the Owners and their successors and assigns, as covenants running with the land, to protect, preserve and enhance the property value of the Property.
- H. Each Owner, at the time of purchase, shall be furnished with a copy of this Declaration.

NOW, THEREFORE, in consideration of the premises contained herein, Declarant, for itself and for its successors and assigns, and for its future grantees, hereby agrees and declares that the above-described Property shall be, and is hereby, restricted as to its use and otherwise in the manner hereinafter set forth.

DECLARATION

ARTICLE ONE DEFINITIONS

The following words, when used in this Declaration or any Supplemental Declaration (unless otherwise defined in such Supplemental Declaration), shall have the following meanings:

1.1. **"Additional Property"** means any additional real property that is subjected to the covenants, conditions, restrictions and easements of this Declaration by a Supplemental Declaration under the provisions of Sections 2.2 or 2.3 of Article Two.

1.2. **"Annual Maintenance Assessment"** means that Assessment levied by the District pursuant to a Special Assessment Petition submitted by the Owners to the Board of Directors pursuant to the CID Act, including any amendments thereto, which levy amount is to be determined annually by the Board of Directors and assessed against each assessable Lot or Unit as provided for in Article Five of this Declaration.

1.3. **"ARB"** means the Architectural Review Board described in Article Eight of this Declaration.

1.4. **"Area of Common Responsibility"** means the Common Area, together with any areas within or upon a Lot or Unit, the maintenance, repair or replacement of which is determined by the Board of Directors to be the responsibility of the District pursuant to the terms of this Declaration. Without limiting the generality of the foregoing sentence, Area of Common Responsibility shall include the exercise paths (on other than the Common Area, if any), underground irrigation systems and sodded areas as designated on the individual site plan for each Lot or Unit.

1.5. **"Articles of Incorporation"** means the District's Articles of Incorporation filed with the Missouri Secretary of State on July 20, 2005.

1.6. **"Assessment or Assessments"** means, individually, either the Annual Maintenance Assessment or the Capital Assessment, and collectively, all Capital Assessments, Annual Maintenance Assessments and any additional special assessments levied by the Board of Directors or any applicable Sub-Association's board of directors either pursuant to the CID Act or any other provision of Missouri law, that may be assessed against the Property.

1.7. **"Board of Directors"** shall be the governing body of the District elected pursuant to the CID Act, this Declaration, the Articles of Incorporation, the Bylaws and Chapter 355 of the Revised Statutes of Missouri pertaining to not-for-profit corporations.

1.8. **"Builder"** means any person or entity who purchases a portion of the Property from the Declarant with the right, or subject to the obligation, to construct one (1) or more Units thereon. Declarant shall be deemed a Builder with respect to any Lot upon which Declarant undertakes the construction of a Unit.

1.9. “Bylaws” means the District’s Bylaws adopted in accordance with the Articles of Incorporation and the CID Act.

1.10. “Capital Assessment” means that Assessment levied by the District pursuant to a Special Assessment Petition submitted by the Owners to the Board of Directors pursuant to the CID Act, including any amendments thereto, which levy amount is to be determined annually by the Board of Directors and assessed against each assessable Lot or Unit as provided for in Article Five of this Declaration.

1.11. “CID Act” means the Community Improvement District Act, as set out in Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri, and any subsequent amendments.

1.12. “City” means the City of Independence, Jackson County, Missouri.

1.13. “Collector” means the office of the Jackson County, Missouri Collections Department in Independence, Missouri.

1.14. “Common Area” means, collectively, all real property dedicated as “common area” on any final Plat or Plats for Prairie Landing and approved by the City, together with all improvements located thereon, including, but not limited to, all private alleys and private lanes, any clubhouse and swimming pool, any mail center, all monument signs and entranceways, any exercise paths in the Common Area, any ponds, streams, waterfalls and other watercourse-related improvements, any fences located on the Common Area, all utility lines and conduits up to where they enter the exterior of the Lot or Unit, any outdoor lighting and/or sound equipment, and all trees, shrubs, flowers, grass and berms within the Common Area.

1.15. “Declarant” means, collectively, T.E. Woods Construction, Inc., and Woods Development Group, LLC, along with any of the foregoing entities’ affiliates, subsidiaries, successors and assigns.

1.16. “Declaration” means this First Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements.

1.17. “Design Guidelines” collectively means any guidelines adopted by the ARB and applicable to any of the Units.

1.18. “District” means the Prairie Landing Community Improvement District formed pursuant to the Petition, which District shall not be dissolved without the consent of the City, unless the maintenance responsibilities set forth herein are assigned, with the consent of the City, to a person or entity with the financial, legal and administrative ability to perform such obligations.

1.19. “District Documents” means the Articles of Incorporation, Bylaws, this Declaration, any Supplemental Declarations, the Petition, the CID Act, any District resolutions and/or any other document applicable to the District’s powers, rights, duties or obligations.

1.20. "Dominion Unit" means any one of those Lots located on the Property and designated as a Dominion Unit on either any Plat or Plats, on any development plan approved by the City, or by a District resolution approved by the Board of Directors.

1.21. "Easement" means the easement in gross upon, across, over and under all of the Property reserved by the Declarant, which is to be automatically assigned to the District on the Turnover Date without any further action required of the Declarant or of the District.

1.22. "Fiscal Year" means the fiscal year of the District, that being July 1 through June 30 of each year.

1.23. "Heritage Unit" means any one of those Lots located on the Property and designated as a Heritage Unit on either any Plat or Plats, on any development plan approved by the City, or by a District resolution approved by the Board of Directors.

1.24. "Initiation Fee" means the fee payable by a new Owner to the District as described in Article Three of this Declaration.

1.25. "Lot" means any separately numbered tract upon any recorded Plat or Plats.

1.26. "Member" means each Member of the District as determined by the terms of this Declaration.

1.27. "Motor Vehicle" means any self-propelled Vehicle, including, but not limited to, automobiles, sport utility vehicles, trucks, recreational vehicles, motorcycles, scooters, all-terrain vehicles, stock cars, dune buggies and drag cars.

1.28. "Multi-Family Unit" means those Units located in Prairie Landing and designated as Neighborhood Units and Village Units.

1.29. "Neighborhood Unit" means any one of those Lots located on the Property and designated as a Neighborhood Unit on either any Plat or Plats, on any development plan approved by the City, or by a District resolution approved by the Board of Directors.

1.30. "Obligations" mean financing obtained by the District in any form authorized under the CID Act to fund (as defined in the Petition): (1) the costs of the Eligible Services, (2) the costs of the Public Improvements, (3) other costs incurred by the District to carry out any of its purposes, (4) the costs associated with the issuance of any bonds, notes or other debt including, but not limited to: (a) capitalized interest and (b) debt service reserves;

1.31. "Owner" means the record owner, whether one (1) or more persons or entities, of the fee simple title to a Lot or Unit, and includes such Owner's family members. The term "Owner" does not include the City or any mortgagee unless and until such mortgagee has acquired fee simple title to such Lot or Unit pursuant to foreclosure or a proceeding in lieu of foreclosure.

1.32. "Petition" means the Petition to Establish the Prairie Landing Community Improvement District approved by the City on February 6, 2006, through Ordinance No. 16249.

1.33. "Plans" shall include, but not be limited to, any building, design or construction plans related to any structure located within Prairie Landing, including but not limited to, specifications for exterior materials, location, elevations, plot plan, lot grading plan, general landscaping plan, and exterior color scheme.

1.34. "Plat or Plats" individually means a single recorded subdivision plat for Prairie Landing as it may be amended or modified from time to time, and collectively means all subdivision plats recorded for Prairie Landing as amended from time to time.

1.35. "Prairie Landing" means the subdivision located in Independence, Jackson County, Missouri known as Prairie Landing.

1.36. "Property" means, collectively, the real property described in Exhibit A, and such Additional Property as may hereafter be subjected to this Declaration by the filing of one (1) or more Supplemental Declarations, including any improvements now or hereafter constructed on the Property.

1.37. "Recorder's Office" means the Office of the Jackson County Recorder of Deeds Department in Independence, Missouri.

1.38. "Rule" shall mean 47 C.F.R. § 1.4000, the Federal Communication's Over-the-Air Reception Devices Rule, including any and all subsequent interpretations of the Rule by properly authorized reviewing bodies or applicable courts of law.

1.39. "Single-Family Unit" means those Units located in Prairie Landing and designated as Dominion Units, Heritage Units and Villa Units.

1.40. "Special Assessment Petitions" mean any and all petitions for the Assessments, including any amendments, presented by a majority of the Owners to the Board of Directors in accordance with the CID Act and subsequently approved by the Board of Directors pursuant to a District resolution.

1.41. "Sub-Association" means a separate not-for-profit corporation formed by the Declarant or Owners of Lots within a Sub-Association Area, with the approval of the Board of Directors, in order to provide maintenance, capital improvements and other services within a Sub-Association Area.

1.42. "Sub-Association Area" means the portion of the Property within which a Sub-Association imposes Sub-Association Assessments and provides services.

1.43. "Sub-Association Assessments" means annual assessments imposed by a Sub-Association pursuant to contractual authority derived from the covenants, conditions and restrictions governing such Sub-Association.

1.44. "Supplemental Declaration" means any supplementary declaration subjecting Additional Property to this Declaration and such additional covenants, conditions, restrictions and easements relating to the Additional Property set out in the Supplemental Declaration.

1.45. "Turnover Date" means the date the Declarant, in the Declarant's sole and absolute discretion, selects as a Turnover Date for the Property then encumbered by this Declaration.

1.46. "Unit" singularly, means either a Dominion Unit, Heritage Unit, Neighborhood Unit, Villa Unit or Village Unit, and collectively, means any number or all of the foregoing.

1.47. "Use Categories" means those categories of Units outlined in the Petition, and assessed differently based on the Units' level of benefit received.

1.48. "Utility Lines" means lines, pipes, conduits and other utility facilities installed by the Declarant for the purpose of providing sewer, electricity, gas, water and telephone services to the Lots, Units and Common Areas.

1.49. "Vehicle" means any mechanical device on wheels.

1.50. "Villa Unit" means any one of those Lots located on the Property and designated as a Villa Unit on either any Plat or Plats, on any development plan approved by the City, or by a District resolution approved by the Board of Directors.

1.51. "Village Unit" means any one of those Lots located on the Property and designated as a Village Unit on either any Plat or Plats, on any development plan approved by the City, or by a District resolution approved by the Board of Directors.

ARTICLE TWO

PROPERTY SUBJECT TO DECLARATION; ANNEXATIONS OF ADDITIONAL PROPERTY

2.1. Property Subjected to Declaration. Declarant hereby declares that the Property is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions, easements, assessments, charges and liens hereinafter set forth, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Property. These easements, covenants, restrictions, conditions, assessments, charges and liens shall run with the Property, shall be binding upon all parties having or acquiring any right, title or interest in the Property and shall inure to the benefit of each and every Owner.

2.2. Annexations of Additional Property by Declarant. Declarant reserves the unilateral right to annex and subject all or any portion of any adjacent Additional Property, and any improvements now or hereafter situated on such Additional Property, to all the terms and provisions of this Declaration by filing one (1) or more Supplemental Declarations in the

Recorder's Office. Any such Supplemental Declaration shall not require the consent of any Member. Declarant shall be entitled to unilaterally file such Supplemental Declaration at any time before the Declarant's membership terminates on the Turnover Date.

2.3. Annexations of Additional Property by Members. From and after the time the Declarant's membership terminates, Additional Property may be annexed and subjected to this Declaration by the affirmative vote of at least sixty-seven percent (67%) of all votes cast by the Members present at a meeting of the Members duly called for this purpose (written notice of which was sent to all Members not less than thirty (30) nor more than sixty (60) days in advance of the meeting) and the filing of a Supplemental Declaration in the Recorder's Office.

2.4. Supplemental Declarations. Any Supplemental Declaration shall be effective upon its filing in the Recorder's Office, unless otherwise provided therein. Said Supplemental Declaration may contain such additional covenants, conditions, restrictions and easements applicable solely to the Additional Property as the Declarant or the Members, as applicable, may determine to be necessary or desirable. In no event, however, shall such Supplemental Declaration modify or add to the covenants, conditions or restrictions established by this Declaration relating to the Property described on Exhibit A unless this Declaration is amended pursuant to Article Fourteen.

ARTICLE THREE **DISTRICT MEMBERSHIP**

3.1. Membership and Voting Rights in the District. The Owner of each Lot shall be a Member. Prior to the Turnover Date, the Declarant shall also be a Member. If one or more individuals, or entities, enjoys ownership of a single Lot, for District membership purposes, the Member representing the Lot shall be deemed the collective entirety of the individuals or entities so that each Lot shall be represented in the District by only one (1) Member and represented in the District with only one (1) vote, except however, such limitation shall not extend to the Declarant's voting rights, which are not tied to individual Lot ownership, and which Declarant voting rights are provided for herein. The Board of Directors shall be the final arbiter of any dispute related to Member voting rights.

3.2. Initiation Fee. An Initiation Fee of \$250.00 shall be payable by the new Owner to the District for use as part of the general funds of the District, upon each of the following events with respect to each Lot:

3.2.1. The initial occupancy of the residence on the Lot after the residence is constructed (which initiation fee is in addition to the first regular annual assessment, as it may be prorated); and

3.2.2. Each subsequent transfer of ownership of the Lot for value.

3.3. One Class of Membership. There shall be one (1) class of Members consisting of the Declarant and all Owners. However, as stated herein, the voting rights of the Declarant shall be independent of the voting rights of the Owners.

3.4. Meetings of the District. Annual and special meetings of the Members shall be called, noticed, held and conducted in such manner as stated in the Bylaws, or in the absence of any relevant provision in the Bylaws, as provided for in the CID Act and Chapter 355 of the Revised Statutes of Missouri.

3.5. Member Voting Rights. Except as otherwise provided herein, all Members shall be entitled to vote on District matters requiring a vote under this Declaration, the Bylaws, or any District procedural rule at a regular District meeting or a special District meeting called for that purpose. In addition, except as otherwise provided herein, on all matters to be voted on by the Members, each Member shall have one (1) vote for each Lot owned, provided however, cumulative voting shall not be allowed. If more than one owner exists for any Lot, the vote for such Lot shall be exercised as the Owners determine among themselves and as they notify the District secretary in writing. Proxy voting is prohibited. Unless specifically provided for herein to the contrary, all matters requiring a vote of the Members pursuant to this Declaration shall be approved by a simple majority of the votes present at an annual or special meeting duly called in which a quorum is present. A quorum shall be the presence, in person, at an annual meeting or special meeting called for a particular purpose, of ten percent (10%) of the votes entitled to be cast at such meeting.

3.6. Transfer of Membership. Except as provided for herein, membership, and voting rights applicable to that membership, are appurtenant to and may not be separated from ownership of any Lot, except in connection with the encumbrance of the Lot, and then only to the designated Mortgagee of the Lot. Upon the sale of any Lot, the membership associated with the Lot shall transfer to the purchaser of the Lot, or the purchaser's Mortgagee if so designated by the purchaser, upon payment of the Initiation Fee.

3.7. District Books and Records. During normal business hours or under other reasonable circumstances, and upon written request by the Members, the District shall make available for inspection to the Members, and, if applicable pursuant to Section 3.5, herein such Members' designated mortgagee, current copies of the District Documents including applicable books, records and financial statements. A reasonable fee may be charged for the copying of any requested documents.

3.8. Successor Developer. On the Turnover Date, the District shall succeed to all of the duties and responsibilities of the Declarant under this Declaration. The District shall not, however, succeed to any easements or rights of the Declarant, or any rights pertaining to any other real property adjacent to the Property and owned by the Declarant unless such right is otherwise reserved to the District within the District's documents.

3.9. Implied Rights and Obligations. The District may exercise all rights and privileges expressly granted to the District in the District Documents and all other rights and privileges reasonably implied from the rights expressly granted or reasonably necessary to effect any such duties and obligations expressly imposed upon the District by the District Documents.

3.10. Declarant's Voting Rights. Notwithstanding any provision in this Declaration to the contrary, until the Turnover Date the Declarant shall maintain absolute, complete and exclusive

control over the District and over the ARB including, but not limited to, the appointment, election and removal of any and all ARB members, or any District directors and officers. Specifically, until the Turnover Date, only the Declarant is authorized to take part in any election of: (i) ARB members, (ii) District directors and officers or (iii) any other District matter. Additionally, until such time as a Lot is initially created within the property encumbered by these Declarations (by Plat, lot split, certificate of survey, or otherwise) the Declarant shall possess ten (10) votes. From the time a Lot is created until the Turnover Date, the Declarant shall have such number of votes as shall equal the product of the total number of votes held by all Members multiplied by three (3). The Declarant, in the Declarant's sole discretion, may at any time delegate or relinquish any portion of the Declarant's control pursuant to this Declaration.

ARTICLE FOUR

COMMON AREA AND FACILITIES

4.1 **Ownership.** Upon the District's formation, the District shall automatically own the Common Area. In addition, ownership of any specific Lot or Unit in Prairie Landing shall not occur until the District is formed and ownership of all of the Common Area has been transferred to the District.

4.2 **Common Area Maintenance.** The District shall own, manage, repair, maintain, replace, improve and operate the Common Area and keep it, and all improvements thereon, in good condition.

4.3 **Permanency of Common Area Declaration.** This Declaration pertaining to the Common Area shall be permanent.

4.4 **Common Area Liability.** All Owners are liable for the costs of maintenance of the Common Area and the costs of such maintenance shall be assessed proportionally against the Owners in accordance with the Special Assessment Petitions and the District Documents.

4.5 **Common Area Insurance.** The District shall provide liability insurance for the Common Area and shall pay all Common Area taxes.

4.6 **Enjoyment.** Each Owner shall have a right and easement for ingress to, egress from and use and enjoyment of the Common Area, which shall be appurtenant to, inseparable from and shall pass with the title to each Lot and Unit. Each Owner may use the Common Area, subject to reasonable rules and regulations adopted by the Board of Directors, in accordance with the purpose for which the Common Area is intended, but without hindering or encroaching upon the lawful rights of other Owners.

4.7 **Indemnification.** By acceptance of a deed to a Lot, each Owner acknowledges and accepts the inherent risks and hazards (whether foreseeable or not) associated with use of a swimming pool and any diving board and/or slide that may be installed as part of the Common Area. The Declarant and the District and their respective officers, directors, representatives and agents shall have no liability or responsibility to any Owner or other party with respect to such inherent risks and hazards. Each Owner, for himself, the members of his family, his guests and

invitees, shall be deemed to have released and agreed never to make a claim against the Declarant or the District or any of their respective officers, directors, representatives and agents for any personal injury or death that may be suffered or incurred by any of such releasing parties in connection with use of the Common Area, and each of them shall be deemed to have waived any and all claims and causes of action that any of them may ever have against any of such released parties with respect thereto.

4.8 Designation of Common Area. So long as the Declarant owns any Lot or Unit the Declarant shall have the unilateral right to declare any part of the Property then owned by the Declarant as Common Area, so long as such action does not conflict with the terms of this Declaration or any Supplemental Declaration.

ARTICLE FIVE

ASSESSMENTS

5.1 Obligation for Assessments. Each Owner, by acceptance of the deed for such Owner's Lot or Unit, and regardless of whether it shall be so expressed in any such deed, hereby covenants and agrees and shall be deemed to covenant and agree to pay to the District or its nominee:

5.1.1. the Initiation Fee;

5.1.2. the Capital Assessment;

5.1.3. the Annual Maintenance Assessment; and

5.1.4. any additional Assessments levied by the Board of Directors or any applicable Sub-Association's board of directors either pursuant to the CID Act or pursuant to any other provision of Missouri law.

5.2. Budget. On or before June 1 of each calendar year of the District's existence, the Board of Directors shall hold its annual meeting and adopt a budget for the upcoming Fiscal Year. The budget shall contain the estimated costs of retiring any portion of any outstanding District Obligations, maintaining the Common Area and the Area of Common Responsibility and otherwise carrying out all of the District's purposes established under this Declaration, the Petition and the CID Act. At least ninety (90) days prior to the end of the Fiscal Year each Sub-Association's board of directors shall submit a proposed budget, containing, at a minimum, the Sub-Association's expected assessments and/or expenditures for the upcoming Fiscal Year, to the Board of Directors so that the Board of Directors can include such Sub-Association's budget in the overall District budget. Prior to the adoption of the budget, and in accordance with the CID Act, the Board of Directors shall submit the proposed budget to the City's governing body for review and comment. This submittal to the City must occur no earlier than January 1 of each year but no later than April 1 of each year. The Assessments for each assessable Lot and Unit for the upcoming Fiscal Year shall be established by resolution of the Board of Directors on the basis of the adopted budget.

5.3. Maximum Capital Assessment and Annual Maintenance Assessment. The maximum Capital Assessment and maximum Annual Maintenance Assessment shall be calculated in accordance with each respective Special Assessment Petition submitted to the Board of Directors in accordance with the CID Act.

5.4. Uniform Rates. Capital Assessments and Annual Maintenance Assessments shall be fixed at a uniform rate for all assessable Lots and Units receiving similar benefits. However, the District, pursuant to the Petition and a determination by the Board of Directors, may levy differing Capital Assessments and Annual Maintenance Assessments for assessable Lots and Units based upon the categorization of the Units into different Use Categories and based upon the level of benefit derived from the District's services by each specific Lot or Unit.

5.5. Date of Commencement of Annual Assessments; Due Date. The Assessments shall commence as to all assessable Lots and Units upon the City's approval, and the Declarant's recording, of each Plat. The Capital Assessment shall be collectible immediately thereafter. The Maintenance Assessment shall become collectible on the first day of the month following the conveyance of a Lot or Unit to an Owner other than the Declarant, unless otherwise determined by the Board, in their sole discretion, that the Maintenance Assessment shall be collectible on an earlier date. The Assessments shall be payable to the District without demand or set-off on an annual basis done pursuant to the normal Collector's billing cycle, provided however, the Board of Directors may request that the Collector conduct a special billing at the District's expense when the Board of Directors has found, in their sole discretion and pursuant to a District resolution, that a special billing is in the District's best interests.

5.6. Duties of the Board of Directors with Respect to Assessments.

5.6.1. Written notice of each Fiscal Year's upcoming Assessments shall be provided to each Owner by June 1 of the preceding Fiscal Year.

5.6.2. The Board of Directors shall give notice of the total Assessments owned on the Unit to any Owner who becomes subject to an Assessment subsequent to July 1 of any Fiscal Year by acquiring an assessable Lot or Unit. Unless the Owner takes title to a Lot or Unit from the Declarant, however, any lien related to any unpaid portion of the Assessment shall attach to the Lot or Unit until the Assessment is paid in full.

5.6.3. The Board of Directors shall, upon request, furnish to any Owner liable for any Assessment, a certificate in writing and in recordable form, setting forth whether all Assessments (together with all applicable fees and charges) have been paid to date. The Board of Directors may make a reasonable charge for the issuance of such certificate. Such certificate may be recorded in the Recorder's Office and, upon recording, shall constitute conclusive evidence of the status of payment of any Assessment for the period stated in the certificate.

5.7. Effect of Non-Payment of Assessments; Lien; Remedies; Maintenance and Enforcement of Liens for Assessments.

5.7.1. The Collector shall collect and remit all Assessments to the District, as provided in Section 67.1541 of the CID Act. In the event the District and the Collector agree to empower the District to act as the collector of Assessments, the District will enter into an intergovernmental cooperative agreement with the Collector pursuant to Section 70.220, RSMo. for that purpose. The provisions of paragraphs 5.7.2., 5.7.3. and 5.7.4. below will apply in that event.

5.7.2. If the Assessments, or any part thereof, are not paid when due, the unpaid amount of such Assessment shall be deemed delinquent and shall thereupon be a perpetual lien on the Lot or Unit against which the Assessment was made. If an Owner fails to pay any portion of the Assessments when due, the Assessments will be declared delinquent and payment of principal, late charges, interest, costs of suit and reasonable attorneys' fees may be enforced as a lien on the Lot or Unit against which it is levied in proceedings in any court in Jackson County, Missouri, having jurisdiction over suits for the enforcement of such liens as provided for in Section 88.861, RSMo. Additionally, the District may proceed against any Owner or Owners, jointly or severally, failing to pay any portion of the Assessments when due and shall be entitled to seek all remedies available under law and in equity.

5.7.3. The District must bring all suits to enforce the lien of Assessments or otherwise collect unpaid Assessments; provided, however, the Board of Directors may assign such right of collection when the Board of Directors has found, in their sole discretion and pursuant to a District resolution, that an assignment of the District's collection rights is in the District's best interests. The District may, at its discretion, file certificates of nonpayment of Assessments in the Recorder's Office whenever payment of any such Assessments is delinquent. For each certificate so filed, the District will be entitled to collect from the Owner or Owners of the Lot or Unit against which the certificate is filed, a fee as established from time to time by the District, which fee shall be secured by the lien. Said fee will be collectible in the same manner as the original Assessments and will be in addition to any principal, late charges, interest, costs of suit and reasonable attorneys' fees due on such Assessments. The District may terminate or suspend any services provided to an Owner of a Lot or Unit if and so long as the Owner fails to pay any Assessments.

5.7.4. All payments received shall be applied first to costs, then to late charges, if any, then to interest, if any, then to delinquent Assessments, then to any unpaid installments of Assessments, if any, in the order of their coming due,

whether or not such installments are the subject matter of any actions to enforce a lien.

5.8. Property Exempt from Assessments. All portions of the Property dedicated to and accepted by any municipality or public utility for public use or purposes, all portions of the Property exempt from taxation as set forth in Section 137.100(5), RSMo (unless the tax-exempt entity elects to voluntarily participate in the Assessments) and, except as otherwise expressly provided in this Declaration, all portions of the Property owned by the Declarant or the District are wholly exempt from the Assessments and liens created hereby.

5.9. Easements. Any foreclosure of a lien securing any one, or all, of the Assessments shall not terminate any easement granted by the Declarant, whether pursuant to this Declaration or otherwise, and all such Assessments shall be inferior and subordinate to such easements.

5.10. Sub-Association Assessments. The Declarant, or the majority of Owners of Lots within a Sub-Association Area, may form a Sub-Association by incorporating a not-for-profit corporation and filing, with the prior approval of the Board of Directors, a declaration of covenants, conditions and restrictions specific to the particular Sub-Association Area. To the extent authorized by the applicable declaration of covenants, conditions and restrictions, a Sub-Association may impose Sub-Association Assessments against Lots within the Sub-Association Area. Such Sub-Association Assessments shall be collected, administered and expended by the District pursuant to contractual authority derived from the covenants, conditions and restrictions governing such Sub-Association.

5.11. Area of Common Responsibility. Any area designated on any Plat or Plan submitted to the City as an Area of Common Responsibility shall be fully maintained by the District, or any applicable Sub-Association. Should such Area of Common Responsibility be owned by a party other than the District, such Owner shall be subject to an additional District or Sub-Association Assessment specific only to the maintenance and servicing of the Owners' Area of Common Responsibility.

ARTICLE SIX

INSURANCE

The Board of Directors shall obtain and maintain, to the extent reasonably available at a reasonable cost, the following insurance:

6.1. Casualty Insurance. Casualty insurance naming the District as insured for the benefit of the Owners in an amount equal to the full replacement value (i.e., one hundred percent (100%) of "replacement cost" exclusive of land, foundation and excavation) of the exterior and structural portions of improvements located upon the Common Area and owned by the District.

6.2. Liability Insurance. Public liability insurance, in such amounts and in such forms as may be considered appropriate by the Board of Directors, including, but not limited to, water damage, legal liability, hired automobile, non-owned automobile, liability for property of others, and any and all other liability incident to the use of the Common Area, which policy shall contain a

"severability of interest" endorsement which shall preclude the insurer from denying the claim of an Owner because of the negligent acts of the District or another Owner.

6.3. Worker's Compensation. Worker's compensation insurance to the extent necessary to comply with any applicable law.

6.4. Fidelity Insurance. Fidelity insurance against dishonest acts on the part of the Directors, officers, managers, trustees, employees or volunteers of the District responsible for handling funds collected and held for the benefit of the Owners, naming the District as insured.

6.5. Other Insurance. Such other policies of insurance as required by this Declaration, or as the Board of Directors deems necessary or desirable.

ARTICLE SEVEN

MANAGEMENT, MAINTENANCE, REPAIRS, ALTERATIONS AND IMPROVEMENTS

7.1. Manager or Managing Agent. The management, repair, improvement, and alteration of all improvements constructed upon the Common Area, Areas of Common Responsibility and all other property as set forth hereinafter as the responsibility of the District, shall be the responsibility of the Board of Directors. In addition, the Board of Directors may delegate all or any portion of its authority under this Article Seven to a manager or managing agent. Such delegation shall be evidenced by a management contract which shall not exceed three (3) years in duration and which shall set forth such duties and responsibilities as the Board of Directors may from time to time delegate.

7.2. The District's Responsibilities.

7.2.1. The District shall use the proceeds of the Assessments received for the purposes set out in the Petition and these Declarations.

7.2.2. The District shall collect and expend Sub-Association Assessments as provided in the declaration of covenants, conditions and restrictions, articles of incorporation and by-laws governing each Sub-Association.

7.2.3. The frequency of, and the materials to be used in, the performance of the District's responsibilities shall be in the sole discretion of the Board of Directors and shall not be subject to the control of any Owner. If maintenance, care, repair, replacement, or extraordinary services to any Lot or Unit is caused by an Owner's modifications to the original design of a Lot or Unit, the addition of improvements by the Owner, or through the willful or negligent act of any Owner, or of such Owner's agents, family, guests, tenants (where permitted), invitees or contractors, the cost of such maintenance, care, repair, replacement, or extraordinary services not covered by insurance shall be a specific assessment to which such Owner's Lot or Unit is subject, and must be paid by or on behalf of said Owner and shall be

enforceable and secured by a lien as in the case of all other Assessments, as provided in Article Five above.

7.3. The Owners' Responsibilities. Each Owner shall maintain such Owner's Lot in a neat, clean and orderly fashion, and shall repair and replace, at such Owner's expense, all portions of such Owner's Lot and Unit which are not considered by the District to be an Area of Common Responsibility, including, but not limited to, foundation plantings and garden landscaping, driveways, sidewalks or other concrete accessing, fencing, any underground irrigation system installed by the Owner, all exterior building surfaces of the Owner's Unit, all exterior doors (including garage doors), all window glass or plexiglass repair or replacement, all appliances, heating, plumbing, electrical, air conditioning, air conditioning compressor and related facilities, fixtures, or installations, and any portion of any utility services (including meters) located within the interior of such Owner's Lot and/or Unit, and all interior improvements and fixtures which are appurtenant to each Lot and/or Unit, including, without limitation, responsibility for all breakage, damage, malfunction, painting, repair and maintenance thereof. All fixtures and equipment installed within a Lot and/or Unit, commencing at a point where the Utility Lines, pipes, wires, conduit or systems enter the exterior of the Lot and/or Unit, shall be maintained and kept in repair by the Owner thereof except as otherwise provided in this Declaration. In the event of vandalism, fire, windstorm or other damage, no Unit or structure on a Lot shall be permitted by the Owner to remain in damaged condition for longer than three months (except with the specific written consent of the ARB).

7.4. The Declarant's Responsibilities. The Declarant shall, at its own expense and to the extent required by law, maintain and care for all the undeveloped Property and any Lots or Units owned by the Declarant.

7.5. Improvements and Alterations. No Owner may paint or otherwise decorate or change the appearance of the exterior portion of such Owner's Unit or the surrounding Lot without the prior written consent of the ARB. If any violation of this provision is not remedied within fifteen (15) days after notice of such violation is sent to the Owner of the Lot or Unit upon which such violation exists, the District shall have the right, through its agents and employees, to take such legal action as may be necessary to force the removal or termination of such violation. The cost thereof (including legal fees and court costs incurred by the District to enforce the provisions hereof) may be assessed as an Assessment against the Lot or Unit upon which such violation occurred, and when so assessed, a statement for the amount thereof shall be rendered to the Owner of such Lot or Unit, in all respects, and subject to the same provisions and limitations as provided in Article Five of this Declaration. The District shall have the further right, through its agents, employees or committees, to enter upon and inspect any Lot or Unit at any reasonable time for the purpose of ascertaining whether any violation of any provision of this Declaration exists, and neither the District nor any such agent, employee or committee shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

ARTICLE EIGHT

ARCHITECTURAL CONTROL

8.1. Architectural Review Board. An ARB consisting of five (5) members shall be appointed by the Declarant. When the Declarant's membership terminates, the Board of Directors shall appoint the ARB. The Board of Directors may appoint itself to act as the ARB.

8.2. Purpose.

8.2.1. The ARB shall be responsible for approving all Plans, subject to the provisions stated within this Declaration.

8.2.2. The ARB shall assure that all Plans conform with any applicable Design Guidelines, and further, shall regulate the external design, appearance, use, location and maintenance of any applicable Owner-occupied Lot or Unit and improvements located thereon in such a manner so as to preserve and enhance the value of all Lots and Units within Prairie Landing and to maintain a harmonious relationship among the structures, the natural vegetation and the topography.

8.2.3. An applicant to the ARB requesting ARB approval may appeal an adverse ARB decision to the Board of Directors, which may reverse or modify such decision by a two-thirds (2/3) vote of the Board of Directors.

8.3. Conditions. No structure may be erected upon or moved onto any Lot unless and until the Plans have been submitted to and approved in writing by the ARB. Storage shall be permitted under a deck provided such area is screened as otherwise authorized herein. In addition, no building, fence, basketball goal or other sport, recreational or play structure, television satellite dishes, radio transmitters and other communications equipment, wall, residence, or other structure shall be commenced, erected, maintained, improved, altered, moved onto, made or done on any Lot until the Plans have been submitted to and approved in writing by the ARB must be in conformance with applicable Design Guidelines. No fence, boundary wall or other structure installed by or for the Declarant or the District anywhere on the Property may be removed or altered by any Owner or other person without the prior written consent of the ARB.

8.4 Architectural Restrictions and Requirements.

(a) Scope and Effect of Design Guidelines. Should the ARB desire to adopt any Design Guidelines, such Design Guidelines (i) may contain general provisions applicable to all of the Property, as well as specific provisions that vary according to Use Categories or land use from one portion of the Property to another, depending on the location and unique characteristics of that area; (ii) are intended to provide guidance to Owners regarding matters of particular concern to the development of the Property; and (iii) are not the exclusive basis for decisions relating to the approvals required by this Declaration. Compliance with the Design Guidelines does not guarantee approval of any Improvement.

(b) Exteriors and Roofs. All exterior construction materials shall be of the specific types and colors approved by the ARB. All exterior walls shall be primarily stucco, brick, vinyl siding and other maintenance-free materials approved by the ARB. Except as otherwise expressly provided for in this Declaration, no improvements, exterior addition, alterations, repairs, change of paint colors or landscaping, excavations, changes in grade or other work which in any way alters the exterior (including roof) of any Lot or Unit or the improvements located thereon from its natural or improved state 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 written approval of the ARB and must be in conformance with applicable Design Guidelines.

(c) Replacement. Replacement of all or any portion of a completed structure because of age, casualty loss or other reason, including, without limitation, roofs and siding, shall be of the same materials, location and elevation as the original.

(d) Fences. Only fences or privacy screens in the specific style(s), material(s) and color(s) approved by the ARB shall be permitted on the Lots. All fences, boundary walls and privacy screens shall be ornamental and shall not disfigure the property or the neighborhood or interfere with drainage. All fences and privacy screens shall be constructed with the finished side out. No chain link, wire or similar fence shall be permitted. No fence may be installed in any Easement unless by or for the Declarant or the District.

(e) Basketball Goals. All basketball goals shall be permanently installed, free standing and not attached to the Unit. All backboards shall be transparent or painted white and all poles shall be a neutral color or black. There shall be only one basketball goal per Lot. The Board of Directors shall have the right to establish reasonable rules regarding the hours of use of basketball goals and any such rules shall be binding upon all of the Lots and the Owners.

(f) Recreational/Play Structures. All recreational or play structures must be approved in advance by the ARB and (if allowed) shall be made of materials approved in writing by the ARB and (other than basketball goals) shall be located behind the rear corners (as determined by the ARB) of the residence.

(g) Swimming Pools. No aboveground type swimming pools shall be permitted. All swimming pools shall be fenced and all hot tubs shall be fenced or otherwise adequately screened, all in accordance with the other provisions of the Declaration. All pools and hot tubs shall be kept clean and maintained in operable condition at all times.

(h) Prohibited Improvements: The following shall be prohibited: animal runs, trampolines, portable basketball goals, tennis courts, paddle tennis courts, tree houses, batting cages, detached greenhouses and other detached outbuildings.

(i) Dog Houses. All outside dog houses shall be located in the back yard near the residence, shall be painted or stained (where appropriate) the same color of the residence, and shall have roofs that are compatible with the residence.

ARTICLE NINE
BUILDINGS OR USES OTHER THAN FOR RESIDENTIAL PURPOSES; NOXIOUS
ACTIVITIES; MISCELLANEOUS

9.1 Business or Commercial Purposes. Except as otherwise provided in this Declaration, no Unit or structure erected on a Lot, or any portion thereof, shall ever be placed, erected or used for business, professional, trade or commercial purposes, provided, however, that this restriction shall not prevent an Owner from maintaining an office area in his residence in accordance with the applicable ordinances of the City.

9.2 Noxious or Offensive Activity. No noxious or offensive activity shall be carried on with respect to any Lot; nor shall any trash, ashes or other refuse be thrown, placed or dumped upon any Lot or Common Area; nor shall anything be done that may be or become an annoyance or a nuisance to Prairie Landing or any part thereof. Unlicensed or inoperative Motor Vehicles are prohibited, except in an enclosed garage.

9.3 Vehicles. Overnight parking of Vehicles or similar apparatus of any type or character in public streets, Common Areas or vacant lots is prohibited. Motor Vehicles shall be parked overnight in garages or on paved driveways only. Except as provided in this Section, no Vehicle (other than an operable passenger automobile, passenger van or small truck), commercial truck, bus, boat, trailer, camper, mobile home, or similar apparatus shall be left or stored overnight on any Lot, except in an enclosed garage. Trucks or commercial Vehicles with gross vehicle weight of 12,000 pounds or over are prohibited except during such time as such Vehicle is actually being used for the specific purpose for which it is designed. Recreational Vehicles of any type or character are prohibited except (i) when stored in an enclosed garage; (ii) when temporarily parked for the purpose of loading and unloading (maximum of one overnight every 14 days); or (iii) with prior written approval of the ARB.

9.4 Telecommunications Equipment. No television, radio, citizens' band, short wave or other antenna, satellite dish (other than as provided below), solar panel, clothes line or pole, or other unsightly projection shall be attached to the exterior of any Unit or structure on a Lot or erected on any Lot. Should any part or all of the restriction set forth in the preceding sentence be unenforceable because it violates a statute or the First Amendment or any other provision of the United States Constitution, the ARB shall have the right to establish rules and regulations regarding the location, size, landscaping and other aesthetic aspects of such projections so as to reasonably control the impact of such projections on Prairie Landing and all parts thereof, and any such rules and regulations shall be binding upon all of the Lots. Notwithstanding any provision in this Declaration to the contrary, small satellite dishes (maximum 39 inches in diameter) may be installed in accordance with the Rule, with the prior written consent and in accordance with the requirements of the ARB, so as not to be readily visible from the street and to render the installation as inoffensive as possible to other Owners.

9.5 Signage. Except for signs erected by or for the Declarant or its approved real estate brokerage company for Prairie Landing, no sign, advertisement or billboard may be erected or maintained on any Lot except that:

- 9.5.1. One sign not more than three feet high or three feet wide may be maintained offering the Unit for sale.
- 9.5.2. One garage sale sign not more than three feet high or three feet wide is permitted on a Lot when a permitted garage sale is being held, provided such signs are erected in accordance with City code and are removed within two hours after the close of the sale.
- 9.5.3. One political sign per candidate or issue not more than three feet high or three feet wide is permitted on a Lot for up to three weeks before the election but must be removed within 24 hours after the election.
- 9.5.4. No signs offering a Unit for rent shall be allowed in Prairie Landing. Prior to the filing of the Certificate of Substantial Completion, no sign offering a residence for sale shall be allowed in Prairie Landing (other than signs of the Declarant-approved realtor for Prairie Landing).
- 9.5.5. No sign shall be placed or maintained in any Common Area without the approval of the ARB.

Without limiting the foregoing, no sign shall be permitted which (i) describes the condition of a Unit or a Lot, (ii) describes, maligns, or refers to the reputation, character or building practices of Declarant, any Builder, or any other Owner, or (iii) discourages or otherwise impacts or attempts to impact a party's decision to acquire a Lot or Unit in Prairie Landing. In the event of a violation of the foregoing provisions, the Declarant and/or the District shall be entitled to remove any such offending sign, and in so doing, shall not be subjected to any liability for trespass, violation of constitutional or other rights, or otherwise. If these limitations on the use of signs, or any part thereof, are determined to be unlawful, the Board of Directors shall have the right to regulate the use of signs in a manner not in violation of law.

9.6 Lease of Unit. No Unit or part thereof shall be rented or used for transient or hotel purposes, which is defined as: (i) rental of less than one month duration or under which occupants are provided customary hotel services such as room service for food and beverages, maid service, and similar services; or (ii) rental to roomers or boarders, (i.e., rental to one or more persons of a portion of a Unit only). No lease may be of less than an entire residence. Each lease shall be in writing, shall require that the tenant and other occupants acknowledge the existence of this Declaration and agree to comply with all provisions of this Declaration, shall provide that the lease shall be subject in all respects to the provisions of this Declaration and to the rules and regulations promulgated from time to time by the Board of Directors, and shall provide that the failure by the tenant to comply with the terms of this Declaration or such rules and regulations shall be a default under the lease. In the event a tenant fails to comply with the terms of this Declaration or such rules

and regulations, the Owner shall, if so directed by the Board of Directors, terminate the lease and evict the tenant. Prior to the commencement of the term of a lease, the Owner shall notify the Board of Directors, in writing, of the name or names of the tenant or tenants and the time during which the lease term shall be in effect. Notwithstanding the existence of a lease, the Owner shall remain liable for all obligations under this Declaration with respect to the Lot and the improvements thereon and the use thereof and the Common Areas and the Owner shall cause the rented property to be maintained to the same general condition and standards as then prevailing for the Owner-occupied residences in Prairie Landing.

9.7 Animals. No animals of any kind shall be raised, bred, kept or maintained on any Lot except that dogs, cats and other common household pets may be raised, bred, kept or maintained so long as (i) they are not raised, bred, kept or maintained for commercial purposes, (ii) they do not constitute a nuisance, and (iii) the City ordinances and other applicable laws are satisfied. All pets shall be confined to the Lot of the Owner except when on a leash controlled by a responsible person. Owners shall immediately clean up after their pets on all streets, Common Areas and Lots owned by others.

9.8 Miscellaneous.

9.8.1. Exterior holiday lights shall be permitted only between November 15 and January 31. Except for such holiday lights, all exterior lighting shall be white and not colored.

9.8.2. No garage sales, sample sales or similar activities shall be held within Prairie Landing without the prior written consent of the District.

9.8.3. No speaker, horn, whistle, siren, bell or other sound device, shall be located, installed or maintained upon the exterior of any residence or in any yard, except intercoms, devices used exclusively for security purposes, and stereo speakers used in accordance with any rules specified by the Board of Directors.

9.8.4. No fuel storage tanks of any kind shall be permitted (other than normal propane tanks for outdoor grills).

9.8.5. All residential service utilities shall be underground, except with the approval of the Declarant.

9.8.6. No trash, refuse, or garbage can or receptacle shall be placed on any Lot outside a Unit, except after sundown of the day before or upon the day for regularly scheduled trash collection and except for grass bags placed in the back or side yard pending regularly scheduled trash collection.

9.8.7. Garage doors shall remain closed at all times except when necessary for Vehicle ingress and egress.

The Declarant and the District may enforce the foregoing restrictions by establishing, levying and collecting fines and other enforcement charges, having Vehicles or other apparatus towed away at the Owner's expense, or taking such other lawful actions as it, in its sole discretion, deems appropriate.

ARTICLE TEN

LAWNS, LANDSCAPING AND GARDENS

10.1 Lawns. Within four months following commencement of occupancy of a Unit, all lawns, including all areas between each Unit and any adjacent street, regardless of the existence and location of any fence, monument, boundary wall, berm, sidewalk or right-of-way line, shall be fully sodded and shall remain fully sodded at all times thereafter; provided, however, that the Owner of a Lot may leave or subsequently create a portion of the Lot as a native area with the express written permission of the ARB. No lawn shall be planted with zoysia grass. The lawn of each Lot shall be kept in good condition at all times and uniformly mowed and clipped with a length of grass not to exceed four inches. To the extent a Lot has not been sodded prior to occupancy, the Owner shall escrow funds, in an amount (if any) and manner determined by the Declarant, to assure such installation when weather permits.

10.2 Landscaping. Within four months following commencement of occupancy of a Unit, the Owner thereof shall landscape the Lot to the same standards as that generally prevailing throughout Prairie Landing (which shall include, but not be limited to, a minimum expenditure of \$1,000.00 for Dominion Units, and \$500.00 for Heritage Units and Villa Units, and \$350.00 Multi-Family Units. All landscaping shall be installed in accordance with the landscaping plans approved by Declarant. To the extent a Lot has not been landscaped prior to occupancy, the Owner shall escrow funds, in an amount (if any) and manner determined by the Declarant, to assure such installation when weather permits.

10.3 Trees. The Declarant shall have the right (but not the obligation) to install one or more trees on each Lot. The type of tree(s) and location shall be selected by the Declarant in its absolute discretion. Each Owner shall properly water, maintain and replace all trees and landscaping on the Owner's Lot (including any trees planted by or for the Declarant, but excluding any trees and landscaping in a Common Area maintained by the District).

10.4 Vegetable Gardens. All vegetable gardens shall be located behind the rear corners of the residence (as determined by the Approving Party) and at least five feet away from the boundary of the Lot. No vegetable garden(s) shall exceed 100 square feet in size on any Lot, except with the prior written consent of the Approving Party.

ARTICLE ELEVEN

EASEMENTS

11.1. Utility Easements. Declarant will install or cause to be installed the Utility Lines. To insure that such Utility Lines shall be installed, kept, maintained, restored, repaired and replaced, Declarant hereby reserves unto itself, and grants to the District, an easement to install, keep, maintain, restore, repair, and replace any Utility Lines under and across the Property.

11.2. Easement in Gross. Declarant hereby reserves unto itself the Easement, and grants the Easement to the District on the Turnover Date, upon, across, over and under all of the Property, including the Lots, except for that portion of the Property upon which a Unit structure exists, for ingress to and egress from, installation, operation, replacement, repair and maintenance of Common Area, Areas of Common Responsibility and utilities, including, but not limited to, water, sewer, telephone, television, electricity, gas, cable television and drainage facilities, together with the right to remove any obstruction that may be placed in such Easement area that would constitute interference with the use of such Easement or with the use, maintenance, operation or installation of such utilities or drainage facilities. The Declarant reserves the right to convey all or part of the Easement created herein to any public or private utility company or public entity in furtherance of the purposes described herein. Notwithstanding anything to the contrary contained in this Section, or in this Declaration, or in any Supplemental Declaration, no sewer, electrical line, water line or other utilities may be installed or relocated upon the Property until approved by the Declarant so long as the Declarant owns any real property within the boundaries of Prairie Landing, and thereafter upon approval by the Board of Directors. Neither Declarant nor any utility company or other authorized entity using the Easement created by this Declaration shall be liable for any damage to shrubbery, trees, flowers, grass, or other improvements located on the property covered by such Easement. Owners shall not be deemed to separately own any Utility Lines or other service lines running through their property which are utilized for or serve other Units or the Common Area, but each Owner shall have an easement of ingress and egress to the aforesaid Utility Lines as shall be necessary for the use, maintenance and enjoyment of such Owner's Unit, subject to such rules and regulations as may be established by the Board of Directors. No Owner may disconnect any Utility Line and all Owners are prohibited from intentionally interrupting the utility services rendered to other Owners or the Common Area. All expenses incurred by the District in reconnecting or repairing utility services as the result of the intentional disruption of such service by an Owner shall be assessed against and shall be due from such Owner as an Assessment in accordance with Article Five of this Declaration.

11.3. Easement for Ingress and Egress. Declarant hereby creates and reserves unto itself, and hereby grants to the District for the benefit of each Owner, an easement for ingress to and egress from each Unit over and across all the Common Area.

11.4. Easement for the District. Declarant hereby establishes and reserves to itself, and hereby grants to the District, an easement over, under and across all of the Property for the purposes of executing any of the powers, rights or duties granted to or imposed upon the District by the terms of the District Documents.

11.5. Roof Overhang and Footing Easement. For those Units built on or near to a property line, the Owner of such a Unit shall be allowed to have the roof, gutter, soffit, downspout or footing extend beyond the property line. To the extent of the intrusion, the adjacent property shall be subject to an easement for such purpose. Notwithstanding the easement for the intrusion, such roofs, gutters and downspouts may not discharge water directly in, or on to, the adjacent property.

11.6. Maintenance Easement. For those Units that are built on or near to a property line, an Owner of such a Unit shall be permitted to enter on the adjacent Owner's property for purposes of maintaining the Owner's Unit. Such access shall be available without notice, but shall be limited to reasonable hours of the day. Any damage to the adjacent property resulting from such use shall be the sole responsibility of the Owner using the easement area for maintenance purposes.

11.7. Side Use Easement. To allow the most efficient use of a Lot while complying with City setback requirements, a portion of a Lot along a Lot line may be subject to an easement for use by the adjoining Lot Owner. Such use easements will be conveyed on a deed from the Declarant to the first Owner of a Lot, other than the Declarant. Such use easements may be up to five feet (5') wide and shall run along a boundary line, but shall not encroach upon more than one boundary line. In addition, the Owner of such Lot subject to a use easement shall be the beneficiary of a similar use easement along another portion of an adjoining Lot, unless the Lot is a corner Lot or is larger than the surrounding Lots. Each easement owner should understand that the use easement of up to five feet (5') of property adjacent to their neighbors' structure(s), while governed by a use easement, continues to belong to their neighbors' property, and, therefore, each easement Owner must provide the Owner of the underlying property reasonable access to that easement area for maintenance of such Owner's structure(s). The beneficiary of a use easement shall have the use and maintenance responsibility for the use easement area, but shall not build any structures within the use easement area, except fencing perpendicular to the side property line. Only pavers, patios, and landscaping may be installed in the easement area, provided that they do not prevent the Owner of the underlying land reasonable access to this area for the purpose of maintenance to such Owner's structure(s).

ARTICLE TWELVE **USE RESTRICTIONS**

12.1. Sub-Associations. Each Sub-Association will prepare use restrictions applicable only to those Units located within the boundaries of each Sub-Association. Provided however, any use restrictions adopted by a Sub-Association shall be in addition to, and not in lieu of, the terms stated in this Declaration.

ARTICLE THIRTEEN **MINIMUM FLOOR AREA**

13.1. Minimum Floor Area

13.1.1. Dominion Unit Lot. No residence shall be constructed upon any designated Dominion Unit Lot unless it has a total finished floor area of at least: 1,650 square feet on the main level for a ranch style residence (including a so-called reverse story and a half); 2,300 square feet for a two story residence with at least 1,100 square feet on the main level; and 2,000 square feet for a one and one-half story residence with at least 1,500 square feet on the main level.

13.1.2. Heritage Unit Lot. No residence shall be constructed on any designated Heritage Unit Lot unless it has a total finished floor area of at least: 1,200 square feet on the main level for a ranch style residence (including a so-called reverse story and a half); 1,500 square feet for a two story residence with at least 700 square feet on the main level; and 1,500 square feet for a one and one-half story residence with at least 900 square feet on the main level.

13.1.3. Finished Floor Area. Total finished floor area shall exclude any finished attics, garages, basements (except as expressly provided above) and similar habitable areas.

13.1.4. Variances. The Declarant, in its absolute discretion, may allow variances from the minimum square footage requirements.

ARTICLE FOURTEEN **GENERAL PROVISIONS**

14.1. Amendment The covenants, conditions, restrictions and easements of this Declaration shall run with and bind the Property, including any Additional Property, and shall inure to the benefit of and be enforceable by the District or any Owner, in perpetuity, unless Owners representing at least sixty-seven percent (67%) of the votes held all Members have signed and recorded an instrument abolishing or changing said covenants, conditions and restrictions in whole or in part.

14.2. Amendment by Declarant. Until such time as the first Lot is conveyed to an Owner other than a Builder, Declarant, at its sole discretion, may abolish the covenants, conditions and restrictions of this Declaration or change them in whole or in part. In addition, so long as Declarant is a Member, Declarant shall have the right, but not the obligation, to amend or modify the covenants, conditions, restrictions and easements of this Declaration without providing notice to or obtaining the consent of any other Member, to the extent Declarant, in its sole discretion, may deem necessary.

14.3. Articles Two, Three, Five and Fourteen of this Declaration May Not Be Amended. Notwithstanding anything contained within this Declaration to the contrary, the Members may not amend Article Two, Article Three, Article Five and Article Fourteen of this Declaration, provided however, this provision shall in no way impede the Declarant from amending these Declarations pursuant to Section 14.2.

14.4. Amendment by Owners. Subsequent to the Declarant's membership terminating, and except as provided in Sections 14.1, 14.2 and 14.3 of this Article, the covenants, conditions, restrictions and easements of this Declaration may be abolished, amended, or changed in whole or in part only with the consent of Owners representing at least sixty-seven percent (67%) of the votes held by all Members, to be evidenced by a document in writing bearing each of their signatures; provided, however, that no such instrument shall be effective unless made and recorded six (6)

months in advance of its effective date; and provided, further, that no such change shall be effective on less than thirty (30) days' prior notice to the Owners.

14.5. Enforcement. The District or any Owner may enforce these covenants, conditions and restrictions against the District or any Owner by a proceeding at law or in equity against any person or persons violating or attempting to violate any covenant, condition, restriction and easement, either to restrain such violation or to recover damages or to enforce any lien created herein against the land. The failure by the District or any Owner to enforce any covenant, condition or restriction contained herein shall in no event be deemed a waiver of the right to do so thereafter.

14.6. Severability. Invalidity of any of these covenants, conditions or restrictions by judgment or court order shall not affect in any way the other provisions contained herein, which shall remain in full force and effect.

14.7. Notices. All notices required to be given hereunder shall be sent by U.S. certified mail, return receipt requested, and addressed (i) to the District at the address of its registered agent or such other address as may be filed of record by the District in the Recorder's Office; (ii) to an Owner at the street address assigned to such Owner's Unit by the City; and (iii) to Declarant at the address provided in the first paragraph of this Declaration. Notices sent by U.S. certified mail will be deemed received three (3) business days after deposit with the U.S. Postal Service. Any notice may also be delivered by any other means if actually received by the intended recipient and, in such event, the date of actual receipt will be the effective date of the notice.

14.8. Captions. Captions provided herein for Articles or Sections are inserted only for convenience and are not to be construed as defining, limiting, extending, or otherwise modifying or adding to the particular Article or Section to which they refer.

14.9. Limitation of Liability. The District and Declarant shall not be liable for any failure of any services to be obtained by the District or Declarant, or paid for out of the Assessments levied upon the Owners, or for injury or damage to person or property caused by the elements, or resulting from water which may leak or flow from any portion of the Common Area or Area of Common Responsibility, or from any wire, pipe, drain, conduit, Utility Line or the like. The District and Declarant shall not be liable to any Owner or permitted tenant for loss or damage, by theft or otherwise, of articles that may be placed or stored upon the Common Area or Area of Common Responsibility. No diminution or abatement of Assessments shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements to the Common Area or Area of Common Responsibility, or from any action taken by the District and Declarant in accordance with any of the provisions of this Declaration or a Supplemental Declaration, or with any law, ordinance, order, or directive of any municipal or other governmental or quasi-governmental authority. Neither the District nor the Declarant, nor any of their employees, agents, or consultants, shall be responsible in any way for any defects in any Plans or specifications submitted, revised or approved in accordance with the provisions of this Declaration, nor for any structural or other defects in any work done according to such plans and specifications, including, without limiting the generality of the foregoing, construction of Units.

14.10. Successors of Declarant. Any and all rights, reservations, interests, privileges and powers of the Declarant hereunder may be assigned and transferred, in whole or in part, by the Declarant, without notice to the District.


14.11. Priority in Event of Conflicts. If there are any conflicts among the CID Act, the Petition and this Declaration, the CID Act controls over the Petition and this Declaration, and the Petition controls over this Declaration.

14.12. Miscellaneous Expenses. Whenever an Owner, such Owner's tenant or such Owner's mortgagee requests any information pursuant to the terms of this Declaration, all reasonable expenses incurred by the District in providing such information will be paid by the party requesting same.

[SIGNATURES BEGIN ON NEXT PAGE]

IN WITNESS WHEREOF, the Declarant has caused this instrument to be executed in its name and on its behalf by its duly authorized signatory on the date first written above.

T.E. WOODS CONSTRUCTION, INC.

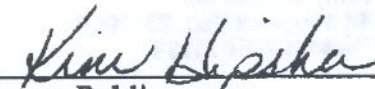
By: 
Shawn Woods, Vice President

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

On this 3 day of December, 2008, before me, a Notary Public in and for said State, personally appeared Shawn Woods, the Vice President of T.E. Woods Construction, Inc., a Missouri corporation known to me to be the person who executed the foregoing Declaration of Covenants, Conditions, Restrictions and Easements on behalf of said corporation, by authority of the corporation's board of directors, and acknowledged that he executed the said Declaration of Covenants, Conditions, Restrictions and Easements for the purposes therein stated, as the free act and deed of said corporation.

In Witness Whereof, I have hereunto set my hand and affixed my official seal in said County and State the day and year last above written.

Kim Hipsher
Notary Public-Notary Seal
State of Missouri
County of Jackson
My Commission Expires Dec. 26, 2009
Commission #05815138


Notary Public

Kim Hipsher
(Printed Name)

My Commission Expires:

12-26-09

WOODS DEVELOPMENT GROUP, LLC

By: 

~~Thomas E. Woods, Member~~

Shawn T. Woods, Member

STATE OF MISSOURI)

) ss.

COUNTY OF JACKSON)

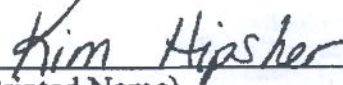
On this 3 day of December, 2008, before me, a Notary Public in and for said State, personally appeared ~~Thomas E. Woods~~, member of Woods Development Group, LLC, a Missouri limited liability company, known to me to be the person who executed the foregoing Declaration of Covenants, Conditions, Restrictions and Easements on behalf of said limited liability company, by authority of its members, and acknowledged that he executed the said Declaration of Covenants, Conditions, Restrictions and Easements for the purposes therein stated, as the free act and deed of said limited liability company.

*Shawn T. Woods

In Witness Whereof, I have hereunto set my hand and affixed my official seal in said County and State the day and year last above written.

Kim Hipsher
Notary Public-Notary Seal
State of Missouri
County of Jackson
My Commission Expires Dec. 26, 2009
Commission #05815138


Notary Public


(Printed Name)

My Commission Expires:

12-26-09

EXHIBIT A

Legal Description of the Property

All that part of Section 9 and all that part of the North half of Section 16, all lying in Township 49 North, Range 31 West, in the City of Independence, Jackson County, Missouri, described as follows:

BEGINNING at the Southeast corner of the Southwest Quarter of Section 9, Township 49 North, Range 31 West; thence North 88 degrees 09 minutes 47 seconds West along the South line of Southwest Quarter of said Section 9 a distance of 2278.84 feet to a point on the East line of Wood Crest Farm Estates, a subdivision in the City of Independence, Jackson County, Missouri; thence North 2 degrees 53 minutes 20 seconds East along the East line of said Wood Crest Farm Estates a distance of 2392.75 feet to a point on the Southerly line of Mengel Addition, a subdivision in the City of Independence, Jackson County, Missouri; thence South 26 degrees 15 minutes 58 seconds East along the Southerly line of said Mengel Addition a distance of 119.99 feet to a point; thence South 70 degrees 25 minutes 39 seconds East along the Southerly line of said Mengel Addition a distance of 132.00 feet to a point; thence South 87 degrees 25 minutes 39 seconds East along the Southerly line of said Mengel Addition a distance of 132.00 feet to a point; thence South 80 degrees 25 minutes 39 seconds East along the Southerly line of said Mengel Addition a distance of 165.00 feet to a point; thence South 76 degrees 25 minutes 39 seconds East along the Southerly line of said Mengel Addition a distance of 263.38 feet to a point; thence North 2 degrees 34 minutes 21 seconds East a distance of 513.72 feet to a point on the South line of Morningside Heights, a subdivision in the City of Independence, Jackson County, Missouri; thence South 88 degrees 12 minutes 50 seconds East along the South line of said Morningside Heights a distance of 140.57 feet to a point on the Westerly line of Necessary Road; thence in a Southeasterly direction along the Westerly right of way line of Necessary Road and along a curve to the left whose initial tangent bears South 26 degrees 28 minutes 11 seconds East, having a radius of 76.00 feet, through a central angle of 51 degrees 55 minutes 05 seconds, an arc distance of 68.87 feet to a point; thence North 2 degrees 30 minutes 07 seconds East a distance of 38.91 feet to a point; thence North 2 degrees 26 minutes 03 seconds East a distance of 519.93 feet to a point on the Southerly line of a Warranty Deed as filed in Book I-2046 at Page 493; thence North 59 degrees 32 minutes 47 seconds East along the South line of said Warranty Deed a distance of 295.00 feet to a point; thence North 11 degrees 04 minutes 35 seconds East along the Southerly line of said Warranty Deed a distance of 198.56 feet to a point on the South line of the North 234.00 feet of the Southeast Quarter of the Northwest Quarter of said Section 9; thence South 88 degrees 00 minutes 23 seconds East along the South line of the North 234.00 feet of the Southeast Quarter of the Northwest Quarter of said Section 9 a distance of 1043.79 feet to a point on the West line of the Northeast Quarter of said Section 9; thence North 2 degrees 41 minutes 16 seconds East along the West line of the Northeast Quarter of said Section 9 a distance of 431.67 feet to the Northwest corner of the South half of the Northeast Quarter of said Section 9; thence South 87 degrees 50 minutes 28 seconds East along the North line of the South half of the Northeast Quarter of said Section 9 a distance of 1353.42 feet to a point that is 30.00 feet East of the East line of the West half of the Northeast Quarter of said Section 9; thence South 2 degrees 19 minutes 16 seconds West and parallel with the East line of the West half of the Northeast Quarter of said Section 9 a distance of 1298.74 feet to a point; thence South 53

degrees 30 minutes 05 seconds West a distance of 64.18 feet to a point on the West right of way line of Necessary Road; thence South 2 degrees 19 minutes 41 seconds West along the West right of way line of Necessary Road a distance of 2310.00 feet to a point; thence North 1 degree 28 minutes 15 seconds East a distance of 108.58 feet to a point; thence in a Northwesterly direction along a curve to the left, having a radius of 420.00 feet, through a central angle of 29 degrees 03 minutes 13 seconds, an arc distance of 212.97 feet to a point on the Southeasterly right of way line of Little Blue Parkway; thence North 79 degrees 30 minutes 51 seconds West along the Southeasterly and Easterly right of way line of Little Blue Parkway a distance of 56.62 feet to a point; thence in a Southwesterly direction along the Easterly right of way line of Little Blue Parkway and along a curve to the left whose initial tangent bears South 57 degrees 53 minutes 48 seconds West, having a radius of 3709.72 feet, through a central angle of 55 degrees 27 minutes 19 seconds, an arc distance of 3590.56 feet to a point; thence South 2 degrees 26 minutes 28 seconds West along the East right of way line of Little Blue Parkway a distance of 102.63 feet to a point; thence South 21 degrees 13 minutes 54 seconds East along the East right of way line of Little Blue Parkway a distance of 149.44 feet to a point on the North right of way line of RD Mize Road; thence North 88 degrees 09 minutes 33 seconds West along the North right of way line of RD Mize Road a distance of 974.53 feet to a point on the West line of the East half of the Northwest Quarter of Section 16, Township 49 North, Range 31 West; thence North 2 degrees 19 minutes 43 seconds East along the West line of the East half of the Northwest Quarter of said Section 16 a distance of 1264.07 feet to a point; thence South 88 degrees 10 minutes 46 seconds East a distance of 832.60 feet to a point on the Westerly right of way line of Little Blue Parkway; thence in a Northeasterly direction along the Westerly right of way line of Little Blue Parkway and along a curve to the right whose initial tangent bears North 17 degrees 32 minutes 10 seconds East, having a radius of 3929.72 feet, through a central angle of 22 degrees 27 minutes 41 seconds, an arc distance of 1540.56 feet to a point on the North line of the Northeast Quarter of said Section 16; thence North 88 degrees 10 minutes 01 seconds West along the North line of the Northeast Quarter of said Section 16 a distance of 182.03 feet to the POINT OF BEGINNING and containing 13,328,239 Square Feet or 305.974 Acres, more or less.