

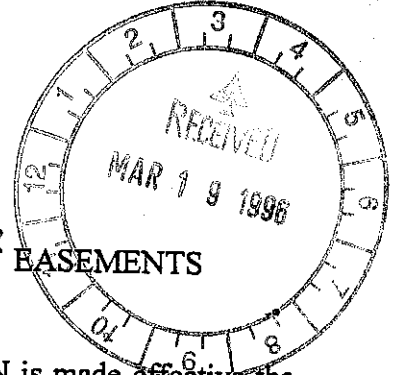
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STATE OF MISSOURI
DEPARTMENT OF REVENUE
RECORDS & SURVEY

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RECORDED BY
DIRECTOR OF RECORDS

LAKWOOD SHORES ADDITION
AMENDED DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS AND DEDICATION OF EASEMENTS



THIS AMENDED DECLARATION AND DEDICATION is made effective the 21st day of August, 1995, by LAKEWOOD OAKS DEVELOPMENT CORPORATION, a Missouri corporation, hereinafter referred to as "Declarant";

WITNESSETH:

WHEREAS, Lakewood Oaks Development Corporation is the present owner of a certain tract of land to be known as Lakewood Shores Addition, an addition in Jackson County, City of Lee's Summit, Missouri, more particularly described as follows:

See Schedule A, attached hereto;

WHEREAS, Declarant is the assignee of certain rights previously afforded to Farm & Homes Savings Association as a result of a Partial Assignment of Declarant's Rights Under Declaration of Covenants, Conditions, and Restrictions and Dedication of Easements for East Lake Village recorded in I2350P 601 in the records of Jackson County, Missouri, January 29, 1993; and

WHEREAS, the Declarant desires to provide for the preservation and enhancement of the property values, amenities and opportunities in a planned community to be developed on the aforescribed property and for the maintenance of the properties and improvements thereon and, to this end, desires to subject the real property heretofore described, together with such additions as may hereafter be made thereto, to the covenants, conditions, easements, restrictions,

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XC: Joe Vuellerth
Steve Bone
M.B. Littlejohn

charges, and liens hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

WHEREAS, there is presently in existence a corporate entity known as the Lakewood Property Owners Association, Inc., to which has been delegated and assigned certain powers for the maintenance, preservation and control of, and to promote the health, safety and welfare of the residents in the environment within an area known as the "East Lake Area" (which includes East Lake Village and properties annexed thereto) and the "West Lake Area", which areas are more particularly described in a certain Plan of Merger and Merger Agreement which is attached to the Articles of Merger, providing for the merger of Lakewood Property Owners Association, Inc., and East Lake Association, Inc., filed with the Missouri Secretary on August 20, 1985; and

WHEREAS, Declarant desires to amend that certain instrument filed of record with the Jackson County Recorder of Deeds at Book I 1539 at Page 2048 on the 16th day of May, 1986, entitled East Lake Village Declaration of Covenants, Conditions, and Restrictions and Dedication of Easements with respect only to the property described in Schedule A attached hereto; and

NOW, THEREFORE, Declarant declares that the real property heretofore described, and such additions thereto as may hereafter be made, is and shall be held, transferred, sold, conveyed, and occupied subject to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth.

ARTICLE I

Definitions

This instrument shall hereafter, for convenience and for purposes of brevity and clarity, be defined as the "Declaration". For the purposes of brevity, certain phrases and terms used in this Declaration are defined as follows:

Section 1. "Articles of Incorporation" shall mean and refer to the Articles of Incorporation of Lakewood Property Owners Association, Inc., a Missouri not-for-profit corporation as amended from time to time.

Section 2. "Association" shall mean and refer to the Lakewood Property Owners Association, Inc., a not-for-profit corporation of the state of Missouri, its successors and assigns. The Association has the power and the duty to collect and disburse maintenance assessments as herein described.

Section 3. "Builder" or "Builders" shall mean a residential construction contractor, whether an individual, partnership or corporation, designated by Declarant as a builder of residences within the Properties, but only while serving in such capacity as to any Lot upon which such residential construction is in progress.

Section 4. "Bylaws" shall mean and refer to the Bylaws of Lakewood Property Owners Association, Inc., as amended from time to time.

Section 5. "Common Area" shall mean and refer to all real property owned by the Association in the Development for the common use and enjoyment of the Lot Owners in the Development.

Section 6. "Declarant" shall mean and refer to Lakewood Oaks Development Corporation, their respective successors or assigns under Section 6 of Article XIII of this Declaration. All rights retained by the original Declarant to the management and control of the Properties shall be assigned to Lakewood Oaks Development Corporation.

Section 7. "Declaration" means this instrument.

Section 8. "Development" shall mean all of the land known as the Lakewood Subdivision to the City of Lee's Summit, Missouri, and which is more particularly described in Article Four of the Articles of Incorporation of the Lakewood Property Owners Association, Inc.

Section 9. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area, reserves and public rights of way.

Section 10. "Member" means a person who becomes a member of the Association by reason of this Declaration.

Section 11. "Members" means all of the members of the Association.

Section 12. "Owner" shall mean and refer to the record owner, where one or more persons and/or entities, or a fee simple title to any of the Lots or tracts subject hereto.

Section 13. "Person" means a natural individual, corporation, partnership, trustee, or other legal entity capable of holding title to real property.

Section 14. "Properties" shall mean and refer to that certain real property known as the Lakewood Shores Addition, described in Schedule A attached hereto.

Section 15. "Record" means to be recorded in the Office of the Recorder of Deeds of Jackson County, Missouri, wherein the property is located.

Section 16. "Single Family Residential Unit" shall mean a single dwelling located upon a Lot or Lots within the properties.

Section 17. "Unit" shall mean a Single Family Residential Unit.

Section 18. "Parcel" shall mean and refer to all platted portions of the properties consisting of one or more Lots or multi-family, residential, commercial, or industrial units which are subject to the same Supplementary Declaration.

Section 19. "Patio Homes" shall mean a single family, attached or detached unit, situated on an individually platted lot in such a way as to use the lot and common open space more effectively for the residents.

Section 20. "Lakewood Shores Addition" shall refer to the real property described in Schedule A, whether platted or unplatted.

ARTICLE II

General Land Use

All lots in Lakewood Shores are designated to be used for residential purposes only. Declarant reserves the right to re-subdivide any or all lots in the Lakewood Shores Addition.

Lakewood Oaks Development Corporation may draft or create, by separate declaration and plat, independent parcel status from one or more tracts located within the properties described in schedule A attached hereto, which said independent parcel, if created, shall

be subject to the developmental control of an independent Architectural Review Board under the complete control and management of Lakewood Oaks Development Corporation, its successors or assigns; provided, however, if such independent parcel status is created, all owners of the lots or units created thereby, shall automatically become a member, and their lots or units shall come within the jurisdiction of the Lakewood Property Owners Association, Inc. subject to the payment of assessments, and with voting rights as set forth in the Declaration of Covenants, Conditions and Restrictions (hereinafter referred to as the "Basic Declaration") dated August 28, 1973 and filed of record with the Recorded of Deeds for Jackson County, Missouri, as document no. I-162.473 on August 29, 1973, and subject further to such other conditions or provisions as are set forth in the Articles of Incorporation and Bylaws of the Lakewood Property Owners Association, Inc., as now in existence or as those documents may hereafter be amended.

ARTICLE III

Annexation of Additional Properties

If the Declarant should develop additional lands within the immediate vicinity of, or contiguous to, or immediately adjacent to a public road or area which is contiguous to the heretofore described Properties, such additional lands may, at declarant's discretion, be annexed to the Properties upon the filing of a Supplemental Declaration by Declarant.

ARTICLE IV

Membership and Voting Rights

The Declarant shall not have any voting rights for any property in the Lakewood Shores Addition, nor shall it be considered a member of the Association solely by reason of its

ownership of Lots or undeveloped acreage in the Lakewood Shores Addition. The Declarant will maintain complete control and management of all unsold Lots and undeveloped acreage in the Lakewood Oaks Addition and notwithstanding anything in this Declaration to the contrary, it shall not be subject to assessment dues thereon. At the time of closing of a sale by Declarant on a developed Lot or Unit in the Lakewood Shores Addition, and not before, said Lot or Unit shall automatically be deemed annexed into and will come within the jurisdiction of the Association, and each Owner thereof shall be subject to the assessment as provided in Article VI of this Declaration (or in separate declarations if parcel status is adopted). Upon being annexed into the jurisdiction of the Association every Owner of a Lot or a Single Family Residential Unit in the Properties which is subject to assessment, shall become a member of the Association (as the rights and obligations of such a member are set out in the Articles of Incorporation and Bylaws of the Association) and shall be subject to the Association's Articles of Incorporation and Bylaws, as now in existence or hereafter amended. When more than one Person holds an interest in any Lot, all such Persons shall be Members. The vote on such Lot shall be exercised as they, among themselves, determine. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment. The foregoing is not intended to include Persons or entities who hold an interest merely as security for the performance of an obligation.

ARTICLE V

Property Rights

Section 1 - Member's Easement of Enjoyment. All Members of the Association shall have the right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot subject to the following provisions:

- (1) The right of the Association to charge reasonable admission and other fees for the use of any recreational facilities situated upon the Common Area.
- (2) The right of the Association to suspend voting rights and right to use recreational facilities by an Owner for any period during which any assessments against his Lots remain unpaid, and for a period not to exceed sixty (60) days for each infraction of its published rules and regulations.
- (3) The right of the Association to dedicate and transfer all or any part of the Common Area to any public agency, authority or utility for such purpose and subject to such conditions as may be agreed to by the Members and further subject to the rights of mortgagees as contained in the Bylaws.
- (4) The right of the Association to collect and disburse those funds as set forth in Article VI below.

Section 2 - Delegation of Use. Any Owner may delegate in accordance with the Bylaws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property and, subject to the policy and rules which may hereinafter be adopted by the Association, his guest.

Section 3 - Title to the Common Area. The Declarant hereby covenants for itself, its successors and assigns, that it will convey the fee simple title to the Common Area located within the Lakewood Shores Addition to the Association, free and clear of any encumbrances and liens, but subject to easements and rights created by this or similar instruments at such time as the Declarant may wish to make such a conveyance. The foregoing notwithstanding, the Declarant must convey title to said Common Area to the Association twenty (20) years from the date of this Declaration. Any Common Area not deeded to the Association shall be maintained by Declarant under Declarant's complete control until conveyed and prior to conveyance Declarant shall retain the right to dedicate and transfer all or any part of the Common Area to any public agency, authority or utility for such purpose and subject to such conditions as Declarant deems necessary.

Section 4 - Damage or Destruction of Common Area by Owner. In the event any Common Area is damaged or destroyed by an Owner or any of his guest, tenants, licensees, agents, or members of his family, such Owner does hereby authorize the Association to repair such damaged area; the Association shall repair such damaged are in a good workmanlike manner, in conformance with the original plans and specifications of the area involved, or as the area may have been modified or altered subsequently by the Association in the discretion of the Association. The amount necessary for such repairs shall become a special assessment upon the Lot or other land of said Owner, shall be a lien upon the Lot or other land of said Owner and be enforceable as other assessments under Article VI.

ARTICLE VI

Covenant for Maintenance Assessment

Section 1 - Maintenance Assessments. Each Lot or Single Family Residential Unit owned within the Properties and annexed into the Association shall be subject to, and each Owner of any Lot or Single Family Residential Unit by acceptance of a deed thereof, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association the following: (1) annual assessments or charges to be established and collected as hereinafter provided; (2) special assessments for capital improvements; and (3) special assessments for damage to the Common Area. The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the Person who was the Owner of such Lot at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title, unless expressly assumed by them.

Section 2 - Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Development and for the improvements and maintenance of the Common Area. The proceeds of regular annual or special assessment shall not be used to reimburse Declarant, its successors or assigns. for any capital expenditures incurred in construction or other improvements of a common facility, nor for the operations or maintenance of such facilities incurred prior to conveyance unencumbered to the Association.

Section 3 - Annual Assessment. Except for Lots owned by a Builder, the annual assessment per Lot for those Lots subject to assessment shall be a sum set by the Association for Owners of Single Family Residential Lots in accordance with the Articles of Incorporation and Bylaws of the Association. Lots owned by Builders shall be assessed at the rate set forth in Section 5 of this Article VI.

Section 4 - Special Assessments for Capital Improvements. In addition to the annual assessments and special assessments against an Owner for damages to the Common Area authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying in whole or in part, the cost of any construction, reconstruction, repair, or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the Members who are entitled to and are voting in person or by proxy at a meeting duly called for this purpose. A Lot owned by a builder shall not be subject to special assessments for capital improvements.

Section 5 - Rate of Assessment. Each lot in the Properties shall commence to bear its applicable maintenance fund assessment at the time such Lot is initially conveyed by Declarant and simultaneously therewith annexed into the Association. Lots shall be subject to annual assessment payable when and in such amounts as determined by the Board of Directors. Notwithstanding anything in this Declaration to the contrary, and in lieu of the annual assessment provided for herein, Lots which are not occupied by a resident and which are owned by a Builder will be assessed at the rate of Ten Dollars (\$10.00) per month. The rate of assessment for an

individual Lot can change as the character of ownership and the status of occupancy of said Lot change. The applicable assessment for such a Lot shall be prorated according to the rate required of each type of ownership.

Section 6 - Date of Commencement of Annual Assessment: Due Dates. The annual assessments provided herein shall commence on the date the Lot is annexed into the Association as provided in Article IV. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors of the Association shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors of the Association. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid.

Section 7 - Effect of Non-payment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten percent (10%) per annum. The Association may bring an action at law for collection of delinquent assessments, together with interest, cost and reasonable attorney's fees, against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 8 - Subordination of the Lien to Mortgagees. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages. Sale or transfer of any Lot or land shall not affect the assessment or lien. However, the sale or transfer of any Lot or land which is subject to any mortgage, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessment as to payments thereof which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot or land from liability for any assessments thereafter becoming due or for the lien thereof.

Section 9 - Exempt Property. The following property subject to this Declaration shall be exempt from the assessments created herein:

- (a) All properties dedicated to and accepted by a local public authority;
- (b) The Common Area;
- (c) All properties owned by a charitable or non-profit organization exempt from taxation by the laws of the State of Missouri; and
- (d) Any unsold Lot and undeveloped acreage owned by the Declarant and which has not been annexed into the jurisdiction of the Association.

ARTICLE VII

Architectural Control and General Use Restrictions

Section 1 - Architectural Review Board. An independent Architectural Review Board is hereby created for the Lakewood Shores Addition which is composed of three members. All members shall be appointed by Lakewood Oaks Development Corporation. A majority of the

Architectural Review Board may designate a representative to act for it. In the event of death or resignation of any member of the Architectural Review Board, a successor will be designated by Lakewood Oaks Development Corporation. The herein granted powers and duties of the Architectural Review Board shall cease and terminate on the later of twenty (20) years after the date of this instrument or twenty (20) years after the date any supplemental Declaration is filed of record annexing additional lands to the Properties unless within the ninety day period prior to termination, the then owner of a majority of the Lots subject hereto execute and file for record an instrument which appoints a representative or representatives and which extends the life of the Architectural Review Board with such representative or representatives then exercising the same powers and duties granted herein to the Architectural Review Board.

No building, fencing, change of original exterior colors or other improvements shall be erected, placed or altered on any Lot until the construction plans and specifications and a plan showing location of the structure or improvements have been approved by the Architectural Review Board or its designee with existing structures, and as to location with respect to topography and finish grade restrictions. The Architectural Review Board's approval or disapproval, as required herein, shall be in writing and shall be given within thirty (30) days after plans and specifications have been submitted to it. In the event the Architectural Review Board fails to approve, modify, or disapprove any submission within thirty (30) days after plans and specifications in writing have been submitted to it, approval will be deemed granted.

The Architectural Review Board, at its sole discretion, is hereby permitted to approve any deviations subject to municipal ordinances in instances where, in its judgment, such

deviations will result in a more commonly beneficial use. Such approval must be granted in writing, and when given, will become a part of these restrictions.

Section 2 - Land Use and Building Type. No Lots shall be used for any purpose except for residential purposes. The term "residential purposes" as used herein, excludes hospitals, clinics, hotels, industrial, commercial, and professional uses, whether from homes, residences or otherwise, and all such use of the Lots are expressly prohibited. Except as set forth in Article II or Section 1 of Article VII, no building shall be erected, altered, placed, or permitted to remain on any Lot other than a single-family dwelling situated on an individually platted Lot in such a way as to use the Lot and common open space effectively for the residents, not to exceed two stories in height and an attached private garage for not more than four cars and permitted accessory structures. The Declarant hereby reserves the right to use any of the real property heretofore described for temporary use for office and model home purposes during the construction, development and marketing of said Lakewood Shores Addition.

Section 3 - Building Locations. Except as set forth in Article II or in Section I of Article VII, no building or other structure shall be located or built on any Lot nearer the front lot line or nearer to the side street right-of-way line than the minimum setback lines shown on the recorded plat.

Section 4 - Uncompleted Structures. No structure shall be permitted to stand with its exterior in an unfinished condition for a period longer than five (5) months after commencement of construction. In the event of fire, windstorm, or other damage, no building shall be permitted to remain in a damaged condition for longer than three (3) months. No

residence shall be occupied until completed according to the plans and specifications approved by the Architectural Review Board.

Section 5 - Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any Lot at any time as a resident, either temporarily or permanently.

Section 6 - Parking of Motor Vehicles, Boats, and Trailers. Motor vehicles, house trailers, boats, boat trailers, trailers of every other description, self-propelled motor homes or recreation vehicles, campers or camping units shall be permitted to be parked or stored in an enclosed garage. No other parking or storage of the aforementioned shall be permitted unless approved by the Architectural Review Board, except only during periods of approved construction on the Lot. This prohibition of parking shall not apply to temporary parking of trucks and commercial vehicles, such as for pickup, delivery, and other commercial services. "Temporary" is herein defined as a maximum of twenty-four (24) hours.

Section 7 - Nuisances. No noxious or offensive activity shall be carried on upon any portion of the Properties, nor shall anything be done thereon that might be or become a nuisance or annoyance to the neighborhood. No exterior lighting shall be directed outside the boundaries of the Lot or other parcel, unless authorized by the Declarant, Architectural Review Board, or other governmental or community authority.

No clothesline shall be placed, constructed, or erected on any Lot in a location which is visible from the front, side, or rear of the Lot. No antennas of any type, whether

television or otherwise, may be erected on the exterior of any residence or on any Lot without the express, written permission of the Architectural Review Board.

Section 8 - Garage. Each residence shall have an attached private garage for not less than two nor more than four cars. The driveway of each Lot shall contain sufficient paved area for the off-street parking of at least two cars. All garages facing any street must be equipped with doors which shall be kept closed as much as practicable to preserve the appearance of the elevation of the house fronting on the street.

Section 9 - Lot Area and Width. Except as set forth in Article II or in Section 1 of Article VII, no residential structure shall be erected on any building Lot, which Lot has the minimum Lot width and size less than that shown on the recorded plat, unless the partial Lot is contiguous to an additional Lot or Lots owned by the same person and the building is approved as to location by the Architectural Review Board.

Section 10 - Signs. No signs of any kind shall be displayed to the public on any Lot except one sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by the builder to advertise the property during construction.

Section 11 - Livestock. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot, except that dogs, cats or other household pets may be kept, provided they are not kept, bred, or maintained for any commercial purposes.

Section 12 - Garbage and Refuse. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary

containers, kept in a clean and sanitary condition and housed and screened as specified by the Architectural Review Board.

Section 13 - Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved by Declarant as shown on the recorded plat of the Properties. Such easements shall include the right of ingress and egress for construction and maintenance purposes. Within these easements, no structure, planting, or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction or flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each Lot and all improvements in it shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public utility or utility company is responsible. In addition, there is reserved an unobstructed aerial easement for utilities five (5) feet wide and from a plane twenty (20) feet above the ground upward located adjacent to all easements shown on the above-mentioned recorded plat.

Section 14 - Special Shoreline Easement for Maintenance. An easement for maintenance of the shoreline is hereby granted to the Lakewood Property Owners Association, Inc. consisting of a strip of land from the lake water's edge as the same may be constituted from time to time, a width of 7.5 feet running parallel to the shoreline. Such easement shall include the right of ingress and egress for maintenance and the placement of rip-rap or other materials to enhance the care and beauty of the shoreline. Within these easements, no structure, planting, or other material shall be placed or permitted to remain, except as shown on the recorded plat

or stated herein. The easement area of each lot shall be maintained continuously by the Lakewood Property Owners Association, Inc.

Section 15 - Boat Rack and Pleasure Dock Common Areas. Lots 7[✓] and 21[✓] as shown on the recorded plat shall be modified by declarant in order to establish, create and maintain a boatrack and pleasure dock for the use and enjoyment of the members of the Association, including the right of ingress and egress.

Section 16 - Dwelling Size. Except as set forth in Article II, any residence consisting of a single level above ground level shall contain a minimum of 1,600 square feet of the enclosed floor area; any residence consisting of two levels above ground level shall contain a minimum of 1,200 square feet of enclosed floor area on the first level above ground and an overall minimum of 2,200 square feet of enclosed floor area in the two levels above ground level; any residence consisting of a level or part of a level below ground level shall, nevertheless, contain the foregoing minimum enclosed floor areas above ground level. The words "enclosed floor area" as used herein, shall mean and include areas of the residence enclosed and finished for all year occupancy, computed on outside measurements of the residence, and shall not mean or include any patio areas, basement, garages, carports, porches, or attics.

A residence containing less than the minimum enclosed floor area provided herein, may be erected on any of said Lots with the written consent of the Architectural Review Board, it being intended that the foregoing shall serve as a guide for the committee's consideration.

Section 17 - New Construction. All residences and other buildings permitted hereby on residential Lots shall be initially new construction. No buildings shall be moved onto any of such Lots. All new construction shall include erosion control methods to prevent the runoff of dirt, mud or silt into surroundings lots, streets and lake areas. It shall be the Owner's responsibility to continuously maintain erosion control. No building materials shall be permitted on the streets of the development.

Section 18 - Land Near Water. No buildings shall be placed nor shall any material or refuse be placed or stored on any Lot within twenty (20) feet of the rear property line of any Lot abutting a tract or the edge of any lake, pond, or other water impoundment.

Section 19 - Drainage. Each lot owner shall be required to properly grade each lot during the construction process. No lot owner shall be permitted to artificially increase drainage onto any adjoining lot. Each lot owner shall be required to have a grading plan approved by the Architectural Review Committee. Each lot owner shall be required to construct and maintain gutters, downspouts, and swales to adequately control drainage.

Section 20 - Fences. No fence shall be constructed closer than seven and one-half feet (7 1/2) from the rear property line on Lots abutting the lakes, ponds, or other water impoundments. All fences shall be constructed of wrought iron. Otherwise, fences may be constructed with the prior approval of the Architectural Review Board.

Section 21 - Residential Exterior. All residences and other buildings permitted hereby on residential lots shall be constructed with home exteriors of natural materials, including, but not limited to stone, brick, stucco, lap siding and wood shingles. No sheet siding will be

permitted. All exterior colors and textures will be subject to the written approval of the Architectural Review Board.

Section 22 - Landscaping Requirements. A landscape plan must be submitted to the Architectural Review Board for approval by it in connection with the new construction of any residences and other buildings permitted hereby on residential lots and such plan must include an allowance of not less than two thousand dollars (\$2,000.00) for the street front of each residence.

Section 23 - Exterior Decks. All exterior decks shall be painted on the vertical surfaces consistent with the exterior surfaces. The horizontal decking itself may remain in its natural state.

Section 24 - Landscape Maintenance and Easement. Declarant shall have the right, but not the duty, to plant two trees on the front of each lot. The utility easements identified on the recorded plat hereof shall also serve as a landscape easement for the purpose of allowing Declarant to plant trees, other plantings, and perform general landscaping. Once established, it shall be the responsibility of each lot owner to maintain these landscape improvements.

Section 25 - Deposit with Architectural Review Board. Prior to the commencement of any new construction, the builder or owner shall provide the Architectural Review Board an estimate of the cost of any intended improvements on any residential lot and further shall deposit with Declarant, or Declarant's assignee, a sum equal to one and one-half percent (1 1/2%) of the estimated cost of improvements, as security to insure that construction of the residence and buildings permitted hereby shall be timely completed and otherwise comply

with these covenants, conditions and restrictions. The deposit will be refunded to the builder or owner upon a satisfactory final inspection and issuance of a Certificate of Compliance by the Architectural Review Board.

ARTICLE XIII

General Provisions

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

Section 2 - Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision which remain in full force and effect.

Section 3 - Amendment. The covenants and restrictions of this Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by the Association or the Owner of any Lot, unit, or parcel of land subject to this Declaration, their respective legal representatives, heirs, successors and assigns for a term of twenty (20) years from the date of this Declaration, after which time said covenants shall be automatically extended for successive periods of ten (10) years. The covenants and restrictions of this Declaration may be amended by an instrument signed by sixty percent (60%) of all Owners of all Lots (including Lots not annexed into the Association) located in Lakewood Shores Addition. Any amendment must be

properly recorded. Additionally, so long as Declarant owns any Lots in the Lakewood Shores Addition, Declarant or Declarant's successors and assigns may amend this instrument by filing an Amended Declaration, provided that any such amendment made by Declarant does not substantially impair any rights created herein for the benefit of Members of the Association.

Section 4 - Books and Records. The books, records, and papers of the Association shall, during reasonable business hours, be subject to inspection by any Member owning a Lot in the Lakewood Shores Addition. The Articles of Incorporation, Bylaws of the Association, and Restrictive Covenants shall be available for inspection by any such Member at the principal office of the Association where copies may be purchased at a reasonable cost.

Section 5 - Grammar. Except for the meaning heretofore given for the terms "Member" and "Members", the singular, where used herein shall be construed by mean the plural, when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to colorations or individuals, men or woman, shall in all cases be assumed as though in each case fully expressed.

Section 6 - Assignment of Declarant's Rights. Declarant may, at its option, assign any or all of its rights under the terms of this Declaration.

ARTICLE XIV

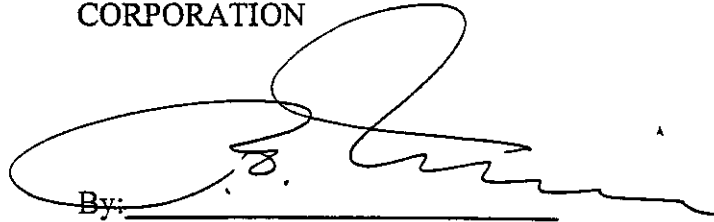
Amendment of East Lake Village Declaration

This instrument with respect to the real property described in Schedule A only, shall be considered an Amendment of the East Lake Village Declaration of Covenants, Conditions, and Restrictions and Dedication of Easements, recorded in Volume I - 1539 at Page

2048 in the Office of the Recorder of Deeds, Jackson County, Missouri, on May 16, 1986, and to the extent that the terms and provisions of this instrument conflict with said Declaration, the terms and provisions of this amending instrument shall be deemed controlling.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal the day and year first above written.

LAKEWOOD OAKS DEVELOPMENT CORPORATION



By: _____
Robert O. Morrissey, President

ATTEST:

