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**WHEN RECORDED RETURN ORIGINAL TO:**

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Kansas City, Missouri 64111-3538*

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***Title of Document:*** Declaration of Covenants and Restrictions of  
Chapel Ridge Subdivision

***Date of Document:*** March \_\_, 2015

***Grantor:*** Chapel Ridge Partners, LLC, a Missouri limited liability company

***Grantee:*** Chapel Ridge Partners, LLC, a Missouri limited liability company

***Statutory Address:*** 7607 NW John Anders Road  
Kansas City, MO 64152

***Legal Description:*** See Exhibit A

***Reference Book  
And Page(s):***

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**DECLARATION OF COVENANTS AND RESTRICTIONS  
OF CHAPEL RIDGE SUBDIVISION**

THIS DECLARATION, made this \_\_\_\_ day of \_\_\_\_\_, 2015, by Chapel Ridge Partners, LLC, a Missouri limited liability company, hereinafter called Developer.

RECITALS

Developer is the owner of the real property described in Article II of this Declaration. Developer desires to create on the property a residential community of high quality, and, to this end, desires to subject the real property described in Article II to the covenants, restrictions, and easements hereinafter set forth, each and all of which are for the benefit of said property and each owner thereof, and shall apply to and bind the owners thereof and any successors in interest;

NOW, THEREFORE, the Developer declares that the real property described in Article II is and shall be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, and easements (sometimes referred to as "covenants and restrictions") hereinafter set forth.

Article I

Definitions

The following words when used in the Declaration shall have the following meanings:

(a) "Association" shall mean Chapel Ridge Homes Association, Inc., Missouri not-for-profit corporation, (or such other name as selected by the Developer at the time of formation thereof) and its successors and assigns.

(b) "Common Areas" shall mean any and all areas within the Properties set aside for the common usage and enjoyment of the Owners, as described on any plat as a greenway, common area, common property or similar term, and including any and all lakes or water features within the Properties. Common Areas may also include pools, clubhouses, storm water detention facilities, dog park, walking trails, ponds, parks or similar amenities for common use of Owners. The term "**Tract**" shall mean any parcel within the Subdivision which is designated in said Plat or by separate document as other than a Lot, and which may, by said Plat or document or this Declaration, be further designated as "Common Area

(c) "Developer" shall mean Chapel Ridge Partners, LLC, a Missouri limited liability company, and its successors or assigns.

(d) "Improved Lots" shall mean Lots on which a single family residence has been erected, all or part of which has been either sold, leased, or rented for occupancy purposes.

(e) "Lot" shall mean and refer to any numbered plot of land shown upon any recorded subdivision map of the Properties.

(f) "Properties" shall mean and refer to all such existing properties subject to this Declaration, as set forth in Article II, and any additional property made subject to this Declaration in accordance with Section 6 of Article VIII hereof.

(g) "Owner" shall mean the record owner, whether one or more persons or entities, of the fee simple title to any lot situated upon the Properties but, notwithstanding any applicable theory of the mortgage, shall not mean the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure. An Owner with respect to a Lot shall include the builder who has erected a single family residence on the Lot, if the builder is occupying or leasing the residence.

(h) "Unimproved Lots" shall mean all Lots which are not Improved Lots.

(i) "Street Lights" shall mean all street lights which are installed within the Properties, or which are not installed within the Properties, but which provide lighting for the benefit of the Properties.

(j) "Certificate of Substantial Completion" ("Certificate") shall mean a certificate executed, acknowledged, and recorded by the Developer stating that all of the Lots in the District (as then composed or contemplated by the Developer) have been sold by the Developer and that the period of Developer Control has ended, however, that the Developer may execute and record a Certificate of Substantial Completion or similar instrument in lieu thereof in its discretion at any time and for any purpose hereunder.

(k) "Exterior Structure" shall mean any structure erected or maintained on a Lot other than the main residential structure or any structural component thereof and shall include, without limitation, any deck, shed, patio, stairway, fountain, sculptures, statuary or similar yard décor, ornamental pond or other water-based landscape feature, flag pole, mailbox, gazebo, greenhouse, doghouse or other animal shelter, Outbuilding, fence, privacy screen, boundary, wall, bridge, patio enclosure, tennis court, paddle tennis court, swimming pool, cabana, pool house, hot tub, satellite dish, basketball goal, swing set, jungle gym, trampoline, sandbox, playhouse, tree house, or other recreational or play structure

## Article II Property Subject to this Declaration

The real property real property which is, and shall be, held, conveyed, transferred, and sold subject to the conditions, restrictions, covenants, reservations, and easements set forth in this Declaration is located in Platte County, Missouri, and is more particularly described as {32601 / 66997; 473055.3 }

follows, to wit:

Lots \_\_ through \_\_ of Chapel Ridge Subdivision, a major subdivision in Platte County, Missouri, Section 17, Township 51N, Range 34W, filed for record in the office of the Recorder of Deeds, Platte County, Missouri, and recorded on \_\_\_\_\_, in Book \_\_, Page \_\_, herein referred to as the Properties.

Article III  
General Purposes

The Properties are subjected to the covenants, restrictions, conditions, reservations, liens, and charges herein so as to insure the best use and the most appropriate development and improvement of each Lot or Common Area thereof, to protect the Owners of Lots against such improper use of surrounding Lots or Common Areas as will depreciate the value of their property; to preserve, so far as practicable, the natural beauty of said property: to guard against the erection thereon of poorly designed or proportioned structures and structures built of improper or unsuitable materials; to obtain harmonious color schemes; to insure the highest and best development of said property; to encourage and secure the erection of attractive homes thereon, with appropriate locations thereof on building sites; to secure and maintain proper set-backs from streets, and adequate free spaces between structures; and in general to provide adequately for a high quality subdivision and thereby to enhance the values of investments made by purchasers of building sites therein. In addition to its responsibilities to enhance in general the value of the Properties, the Association further is specifically obligated to repair, maintain and pay the cost of operation (including electricity) of the Street Lights. In addition, it is responsible to maintain and repair the storm water system servicing the properties.

Article IV  
Membership and Voting Rights

Section 1. Membership. Every Owner of an Improved Lot and the Developer shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

Section 2. Voting. The Association shall have two classes of voting membership:  
Class A. Class A members shall be any Owner of an Improved Lot, and shall be entitled to one (1) vote for each Improved Lot owned by that member. When more than one person holds an interest in any Improved Lot, all such persons shall be members, however, for purposes of a quorum, they shall be treated as a single member. The vote for such Improved Lot shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respect to any Improved Lot. Provided, however, an Owner shall be entitled to vote as to any Improved Lot for which any then-current or prior assessment(s) has not been paid.

Class B. The Class B member shall be the Developer who shall be entitled to twenty five (25) votes for each Lot owned.

Article V  
Covenant for Maintenance and Assessments

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Developer, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) an initiation fee and a transfer fee; (2) annual assessments of charges; and (3) special assessments or charges for capital improvements and maintenance of common facilities. The initiation fee, the transfer fee, the annual assessments, and any special assessments, together with interest, costs, and reasonably attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such fee or assessment is made as soon as they are due and payable. Each such fee or 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 property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successor 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 of the Properties and for the improvement and maintenance of Common Areas and all common facilities within the Properties, including entrance markers, landscaping, sidewalks, and any other improvements situated upon the Properties. This purpose shall include the payment of the costs of electricity to power the Street Lights.

Section 3. Initiation Fee and Transfer Fee. The initiation fee for each Improved Lot shall be not less than \$\_\_\_\_\_.00. This fee may include the cost of a waste container to be provided by the Association and a mailbox to be provided and installed by the Association. This fee shall only be assessed against an Improved Lot once, and shall be assessed against the first Owner of each Improved Lot. Upon any conveyance of title to an Improved Lot, a transfer fee of not less than \$\_\_\_\_\_.00 shall be paid to the Association; the seller and buyer with respect to the transfer of title to the Improved Lot shall agree as to which party or parties pays such cost. The transfer fee shall be due with respect to any conveyance of fee title to an Improved Lot (including any transfer by contract for deed or similar form of conveyance). The transfer fee shall not be due with respect to the granting of a mortgage or deed of trust or the recordation of a trustee's deed or sheriff's deed following a foreclosure or trustee's sale but any subsequent transfer by deed by the purchaser at such sale shall be subject to the transfer fee.

Section 4. Annual Assessment. Beginning \_\_\_\_\_, 2015, the annual assessment for Improved Lots shall be \$\_\_\_\_\_.00. Beginning \_\_\_\_\_, \_\_\_\_\_, the annual assessment for Improved Lots shall not be less than \$\_\_\_\_\_ per year, payable in advance.

From and after \_\_\_\_\_, \_\_\_\_\_, and for 10 years thereafter until \_\_\_\_\_, \_\_\_\_\_, assessments for Improved Lots may be increased, effective January 1 of each year, by the Board of Directors of the Association without a vote of the membership to annual dues of not more than \$\_\_\_\_\_ per Improved Lot. Notwithstanding the foregoing, if it should be determined by the Board of Directors of the Association that such maximum assessment amount is insufficient to adequately maintain the Properties and to enable the Association to fulfill its duties and purposes as set forth herein, the annual assessment may be increased above the \$\_\_\_\_\_ limitation, but only with the approval of two-thirds (2/3rds) of the voting rights of the total membership of the Association, voting in person or by proxy, at a meeting duly called for such purpose, written notice of which shall be sent to all members not less than 5 days nor more than 40 days in advance of the meeting setting forth the purpose of the meeting. After said 10 year period, the assessment may be increased to more than \$\_\_\_\_\_ provided that any such change shall have the assent of fifty-one-percent (51%) of the votes of the members who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than 5 days nor more than 40 days in advance of the meeting setting forth the purpose of the meeting.

Improved Lots on which additional maintenance is provided by the Developer or the Association (such as lawn mowing or snow removal) shall be subject to assessments in addition to the Annual Assessments or Special Assessments to cover the costs of the additional services provided to such Lots.

Section 5. Special Assessments. In addition to the annual assessments authorized above, the Board of Directors of the Association may levy in any year, a special assessment, applicable for that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of any capital improvement devoted to common usage located on any of the Properties, including fixtures and personal property related thereto, provided that such assessment shall first be approved by a vote of not less than two-thirds (2/3rds) of the voting rights of the total members of the Association, voting in person or by proxy at a meeting called for such purposes.

An exception applies to any special assessment imposed with respect to improvements (such as, but not limited to, street lights or storm water detention systems) or Common Areas, the maintenance of which is required by Platte County or any other governmental agency having jurisdiction. Any costs incurred or to be incurred from time to time with respect to such improvements or Common Areas may be paid by a levy of a special assessment on all Owners. Such a special assessment may be levied by the Board of Directors of the Association without the vote of the members of the association.

Section 6. Uniform Rate of Assessment. Except as specifically provided herein, annual assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis, if so provided by the Board of Directors of the Association. Improved Lots on which additional maintenance is provided by the Developer or the Association (such as lawn mowing or snow removal) shall be subject to assessments in addition to the Annual Assessments or Special Assessments to cover the costs of the additional services provided to such Lots. The Association may, but need not, establish a separate association or a sub-association to govern the maintenance and operation of Improved Lots on which additional maintenance is provided by the Developer or the Association (such as lawn mowing or snow removal).

Section 7. Date of Commencement of Annual Assessments – Due Dates. The annual assessment provided herein shall commence as to all Improved Lots on the first day of the month following the conveyance of the first Improved Lot. The first annual assessment for each Improved Lot shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of any change in the annual assessment against each Improved Lot at least thirty (30) days in advance of each subsequent annual assessment period after the initial assessment. 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. 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. A properly executed certificate of the Association as to the status of assessments on a lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Non-payment of Assessments – Remedies of the Association. Any annual or special assessment not paid within thirty (30) days after the due date, shall bear interest from the due date at the then legal rate from the assessment date until paid. The Association may bring an action at law 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 abandonment of this Lot.

Lien and Subordination of the Lien to Mortgages. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof. The assessment provided for herein shall become a lien on the real estate against which it is levied as soon as it is due and payable as above set forth, provided, however, that such lien shall be inferior and subordinate to the lien of any valid first mortgage now existing or which may hereafter be placed on said real estate and, in the event of acquisition of title by a first mortgage or Deed of Trust holder through Trustee's sale, foreclosure or other process, such lien shall be discharged as a lien against such lender acquired property. In the event of the failure of any owner to pay the assessment on or before the first day of February following the making of such assessment, then such assessment shall bear interest at nine percent (9%) per annum from the first day of January, but if the assessment is paid before February 1 (or within 30 days from the

date of the assessment, if the assessment is made subsequent to December 1 for the calendar year beginning January 1) then no interest shall be charged.

On or after February 1 of each year after the Lot is subject to assessment, or within 30 days from the date of levying the assessment for the calendar year during which and for which the assessment is levied, the assessment shall become delinquent and payable of both principal and interest and may be enforced as a lien on said real estate. It shall be the duty of the Association to bring suits to enforce such liens before the expiration thereof. The Association may at its discretion file certificates of non-payment of assessments in the office of the Recorder of Deeds whenever any such assessments are delinquent. For each certificate so filed, the Association shall be entitled to collect from the owner or owners of the property therein described a fee of \$1,000, which fee is hereby declared to be a lien upon the real estate so described in said certificate, provided that such lien shall be inferior and subordinate to the lien of any valid first mortgage now existing or which may hereafter be placed on said real estate. Such fee shall be collectible in the same manner as the original assessments provided for herein, and in addition to the interest and principal due thereon. In the event it is necessary to bring suit to enforce such lien, the Association shall be entitled to recover its reasonable attorney's fees from the owner or owners of the property, jointly and severally, upon which lien is enforced.

Such liens shall continue for a period of five (5) years from the date of delinquency, and no longer, unless within such time suit shall have been instituted for the collection of the assessment, in which case the lien shall continue until the termination of the suit and until the sale of the property under execution of judgment establishing same.

Section 9. Trustee's Sale to Foreclose Lien. In the event of Trustee's sale or foreclosure of the lien of any valid first mortgage or Deed of Trust now existing or which may hereafter be placed on said real estate or lot therein, such sale and/or foreclosure shall discharge the lien for assessments provided in this Article. However, nothing in these restrictions shall prevent the Association from instituting or prosecuting an action for collection of assessments against the record owner or owners of the property at the time the assessment was made and within five (5) years from the date said assessment was due, whether or not the lien provided in this Article has expired

Section 10. Exempt Property and Fractional Assessment. Notwithstanding anything else contained herein, the following property shall be exempt from the assessment charge and lien created herein.

(1) All properties where the entire property is subject to any easement or other interest dedicated and accepted by the local public authority and devoted to public use;

(2) All properties exempt from taxation by the laws of the State of Missouri upon the terms and to the extent of such legal exemption; and

(3) All Unimproved Lots and all Common Areas.

Section 11. Notices. A written or printed notice deposited in the United States mail with postage prepaid thereon, addressed to the Owner at the last address listed with the Association shall be deemed to be sufficient notice for all purposes whenever notices are required under this document.

Article VI  
General Land Use

The Lots shall be used for single family residences only and shall be subject to all of the covenants and conditions herein contained. No residence or Exterior Structure shall ever be placed, erected, or used for business, professional trade, or commercial purposes on any Lot; provided, however, that this restriction shall not prevent an Owner from maintaining an office area in his residence so long as such activity (a) does not violate the applicable ordinances of Platte County, Missouri or any applicable municipality; (b) does not include the employment of any additional person or persons in performance of such activities; (c) such business activity does not include noise, odors, lighting or otherwise annoy or potentially annoy persons residing in the vicinity thereof as determined by the Board in its sole discretion; (d) does not result in substantial traffic (that is, except in certain circumstances otherwise determined by the Board to be appropriate to the applicable parking limitations, however, no more than four (4) vehicles shall be parked at the residence by visitors to the business at any one time); and (e) shall not include the overnight residence of guests in connection with the operation of the business.

No residence or part thereof shall be rented or used for transient or hotel purposes, which is defined as: (i) rental of less than one (1) month duration under which occupants are provided customary hotel services such as room service for food and beverages, maid service, the furnishing of laundry and linen or similar services; or (ii) rental to roomers or boarders (i.e., rental to one (1) or more persons of a portion of the residence only). No lease may be of less than an entire residence. Any lease agreement shall be in writing, shall require that the tenant and other occupants comply with all provision 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, and shall provide that the failure by the tenant to comply with the terms of this Declaration shall be a default under the lease. Notwithstanding the existence of the lease, the Owner shall remain liable for all obligations, including without limitation, payment of Assessments and compliance with these Declarations

No noxious or offensive activity shall be carried on with respect to any Lot in violation of any rules and regulations established by the Association or in violation of any applicable law, nor shall any trash, ashes, or other refuse be thrown, placed, or dumped upon any Lot or Common Area, nor shall anything be done which may be or become an annoyance or a nuisance to the Subdivision. Each Owner shall properly maintain his Lot in a neat, clean, and orderly fashion. All residences and Exterior Structures shall be kept and maintained in good condition and repair at all times.

Easements and Tracts for installation and maintenance of monument signs and for installation and maintenance of utilities and drainage facilities may be reserved on the recorded Plats of the Subdivision or by the Developer as to a specific Lot, prior to the sale of such Lot. The Developer shall have, and does hereby reserve, the right to locate, erect, construct, maintain and use or authorize the location, erection, construction, maintenance and use of drains, pipelines, sanitary and storm sewers, gas and water lines, electric and telephone lines, television cables and other utilities and to give and grant right-of-way easements therefor, over, under, upon and through all easements and rights-of-way shown on any recorded Plat of the Subdivision or any Common Areas or Tracts of the Subdivision. All utility easements and rights-of-way shall inure to the benefit of all utility companies, for purposes of installing, maintaining or moving any utility lines or services and shall inure to the benefit of the Developer, all Owners and the Homes Association as an easement for utility line or service maintenance.

The Developer shall have, and does hereby reserve for itself and its successors and assigns (including the Association and its successors and assigns), an easement over and through all unimproved portions of each Lot in the Subdivision the purpose of performing the powers and duties of the Developer and/or the Association in maintaining any Common Areas. Any physical damage caused in the exercise of such easement shall be repaired by and at the expense of the party exercising the easement right.

No Owner has any right to an unobstructed view beyond the boundaries of the Owner's Lot. No Owner shall be entitled to prevent the construction or location of any structure, planting material or other item on any other part of the Subdivision or on any other Lot which is permitted by this Declaration, because such single family residence or Exterior Structure, planting material or other item obstructs or detracts from any view from the complaining Owner's Lot.

#### Article VII Use Restrictions

All of the Lots and all additional lands which shall be subjected to this Declaration shall be subject to the following use restrictions:

Section 1. Land Use. None of said Lots may be improved, used, or occupied for other than private residence purposes (except for model homes used by the Developer or builders) and no flat or apartment house, although intended for residential purposes, may be erected thereon. Any residence erected or maintained on any of said Lots shall be designed and used for occupancy by a single family. The main body of any residence, including attached garages, attached greenhouses, and porches, patios or decks, enclosed or unenclosed, covered or uncovered, but exclusive of all other projections set forth in Section 6, erected or maintained on any of the Lots hereby restricted or on any part or parts thereof, as shown on the aforesaid plat, shall not occupy more than Eighty Five percent (85%) of the width of the Lot on which it is erected, measured in each case on the front building line as shown on the aforesaid plat, and shall meet all requirements that may exist by

virtue of ordinances enacted by Platte County, Missouri or by virtue of regulations of uniformity established by the Developer. The Architectural Control Committee in its discretion may grant a variance from the Eighty Five percent ( 85 %) requirement for a particular Lot or for the Lots on which maintenance provided homes are to be built. Developer or Architectural Control Committee shall approve the exact location and front and rear elevations and foundation exposure of each residence proposed to be built on a Lot. All exterior basement foundations and walls that are exposed above final grade shall be no more than six (6) inches on the front and twelve (12) inches on the sides and rear, unless the Architectural Control Committee consents to greater exposure. If required by the Architectural Control Committee, all exposed exterior basement foundations shall be painted the same color as the residence or covered with siding compatible with the residence

Section 2. Height Limitation. Any residence erected on any of said Lots shall not be more than three (3) levels in height, above ground.

Section 3. Minimum Size Requirements. Any one story, ranch, or split level residence shall contain a minimum of 1,700 square feet of Enclosed Floor Area exclusive of garages, breezeways, basements, and similar portions of such residences. Any residence constructed on a Lot which will include additional maintenance services (such as lawn mowing or snow removal) shall contain a minimum of 1,300 square feet of Enclosed Floor area exclusive of garages, breeze ways or similar portions of such residences. Any residence consisting of two (2) levels above ground (other than any such residence on a Lot which includes additional maintenance service) shall contain a minimum of 2,000 square feet of Enclosed Floor Area, exclusive of garages, breezeways, and similar portions of such residences. Developer reserves the right to require greater square footage in connection with the approval of any plan. The term "**Enclosed Floor Area**" shall mean and include, in all cases, areas on the first and second floor of the residence enclosed and finished for all-year occupancy, computed on outside measurements of the residence and shall not mean or include any areas in basements, garages, porches, or attics; provided, however, that certain interior areas need not be immediately finished for occupancy if the residence is so designed and built that such areas can be finished at a later date without any structural changes being made in the exterior of the residence. Provided, however, with respect to a reverse story and a half floorplan, area in a finished basement shall be deemed to be included in the "Enclosed Floor Area," provided the plan is approved by the Architectural Control Committee

Section 4. Building Lines. No part of any residence shall be located on any Lot nearer to the front street or the side street than is the front building line or the side building line shown on the recorded plat, without the written consent of the Developer.

Section 5. Uncompleted Structures. No structure shall be permitted to stand with its exterior in an unfinished condition for longer than seven (7) months after commencement of construction.

Section 6. Garages. Each residence shall have an attached or basement private garage for not less than two cars. All garages must be equipped with doors which shall be kept closed as much as practicable to preserve the appearance of the elevation of the house.

Section 7. Lot Area and Width. No residential structure shall be erected on any building lot, which lot has a minimum lot width and size less than that shown on the recorded plat.

Section 8. Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved by Developer as shown on the recorded plat of said land. Such easements shall include the right of ingress and egress for construction and maintenance purposes. Within these easements, no structure, planting, or other material 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 of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each Lot and all improvements on it shall be maintained continuously by the owner of the Lot, except for those improvements for which a public authority or utility company is responsible. Easements for landscaping and woodlands may be reserved by Developer across Lots or Tracts as shown on a recorded plat. Such easements shall include the right of ingress and egress in favor of the Developer or the Association for maintenance purposes. The landscape and woodland easement area of each Lot shall be maintained continuously by the owner of the Lot, except for those portions which the Association may elect, at its sole option, to maintain. No changes to any landscaped area within a landscape easement or cutting or removal of trees, shrubs or plantings within a landscape easement by the Owner of the Improved Lot is permitted without the consent of the Association or the Architectural Review Committee.

Section 9. Nuisances. No noxious or offensive activity shall be carried on upon any portion of the Properties, nor shall anything be done thereon that may be or become a nuisance or annoyance to this neighborhood. No exterior lighting shall be directed outside the boundaries of a Lot or other parcel, unless authorized by the Developer.

Section 10. Temporary Structures. No temporary structures or any other outbuilding shall be erected on any Lot without the approval of the Architectural Control Committee and in no event may such building, a trailer, or basement be used as a temporary residence.

Section 11. Commencement of Construction. The Owner of any Lot within the Properties shall be required within one year of accepting a conveyance of such Lot to complete the construction of a residence as authorized by existing zoning laws and declarations of covenants and restrictions filed of record, unless the time is extended by the Developer.

Section 12. Exterior Materials and Exterior Painting. All exterior walls shall be primarily covered with wood, stucco, bricks or stone. All exterior materials, products and colors

must be approved by the Architectural Control Committee. All wood exteriors, except roofs, shall be covered with paint or stain. Any area of exposed foundation shall be covered with the exterior wall material or painted the same color as the exterior walls adjoining said foundation. The exterior colors of all structures are subject to approval by the Architectural Control Committee.

Section 13. Storage Tanks. No fuel storage tanks shall be erected above the ground.

Section 14. Signs. No signs of any kind shall be displayed to the public view on any Lot except one professional sign of not more than 600 square inches to advertise the property for sale. Developer reserves the right to maintain "billboard" type signs in or adjacent to the Properties during the construction period. To the extent permitted by law, no political signs or similar signs advertising a Lot Owner's choice in an election shall be erected or maintained on any of the Lots or attached to any residence; if such signs are required to be allowed, then such sign shall not be more than three (3) feet high, shall be permitted only in the three (3) weeks prior to the election such sign concerns, and shall be removed within twenty-four (24) hours after the close of the voting in the election in question.

Section 15. Livestock. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot, except that dogs, cats, or other traditional inside household pets (such as fish in an aquarium) may be kept, provided they are not kept, bred, or maintained for any commercial purposes and so long as they do not constitute a nuisance; and their ownership complies with the ordinances of Platte County or any applicable municipality and other applicable laws are satisfied. All pets shall be confined to the Lot of the Owner except when on a leash controlled by responsible persons. Owner shall immediately clean up after their pets on all Streets, Common Areas and Lots owned by others. Not more than two (2) dogs or two (2) cats or combination thereof may be kept on any Lot without the consent of the Architectural Control Committee.

Section 16. Garbage and Refuse. No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste. No rubbish, trash, garbage or other waste shall be kept on any Lot, except that on the morning of a scheduled trash pick-up, rubbish and trash shall be set out for pick-up in the waste container provided by the Association, only after 4 a.m. of the day of the pick-up.

Section 17. Parking of Motor Vehicles, Boats, and Trailers. No trucks or commercial vehicles, boats, or other similar water-borne vehicles, house trailers, boat trailers, trailers of every other description, campers or camping units shall be permitted to be customarily or habitually parked, kept, or stored on any Lot or on the streets or alleys around any of the buildings within the Properties unless they are parked or stored in an enclosed garage or in such other enclosure approved by the Architectural Control Committee, except only during the periods of approved construction of the Lot. No automotive repairs shall occur on any of the Lots hereby restricted except when performed inside of the garage. This prohibition of parking

shall not apply to temporary parking of trucks, commercial vehicles, such as for pick up, delivery, and other commercial services. No automobile may be parked overnight or stored upon any street adjoining any Lot. No vehicle, trailer, bus, van, camper, boat, or similar apparatus shall be parked, left, maintained, repaired, serviced, or stored on any Lot or in any yard. No truck in excess of 18,000 GVW or similar commercial vehicle shall be parked, left, or stored on any driveway or street for more than an eight-hour period. No trailer, bus, van, camper, boat, or similar apparatus shall be parked, left, or stored in any driveway or street for more than seventy-two (72) hours in any two-week period. It is the intent of the parties hereto that all automobiles and vehicles shall be kept in an enclosed garage whenever possible. No unlicensed or inoperative vehicle shall be stored or parked other than inside an enclosed garage. Motorized vehicles shall not be operated on any Lot or Common Area, other than in the street and operation on the streets within the Subdivision is subject to further restriction as set out herein

Section 18. Antennas and Towers. No television, radio, citizen's band, short wave or other antenna, satellite dish, solar panel, clothesline or pole, or other unsightly projection shall be attached to the exterior of any residence or erected in any yard. Satellite dishes up to 18 inches in diameter may be permitted with the location to be approved by the Architectural Control Committee. Should any part or all of the restriction set forth in the preceding sentence be held by a court of competent jurisdiction to be unenforceable because it violates the First Amendment or any other provision of the United States Constitution or applicable federal statute, the Architectural Control Committee 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 the neighborhood, and any such rules and regulations shall be binding upon all of the Lots. No lights or other illumination shall be higher than the residence.

Section 19. Window Projections: Bay, bow, or oriel, dormer and other projecting windows may project beyond the front building lines and the side building lines not to exceed three (3) feet, or such lesser amount as may be specified by the Ordinances of Platte County, Missouri.

Section 20. Miscellaneous Projections: Cornices, spouts, chimneys, brackets, pilasters, grillwork, trellises and other similar projections, and any other projections for purely ornamental purposes, may project beyond the front building lines and side building lines not to exceed three (3) feet, or such lesser amount as may be specified by the Ordinances of of Platte County, Missouri.

Section 21. Vestibule and Cantilever Projections: Any vestibule not more than one (1) story in height may project beyond the front building lines and the side building lines not to exceed four (4) feet, or such lesser amount as may be specified by the Ordinances of Platte County, Missouri. Upper stories on any residence may not project beyond the building lines

Section 22. Utilities. Water, gas, lights, telephone, and other utilities shall be located underground on each residential Lot.

Section 23. New Construction. All residences and other buildings permitted hereby on residential Lots shall be initially new construction. No building shall be moved onto any of such Lots.

Section 24. Security. Neither the Homes Association, the Developer, nor any successor thereof shall in any way be considered insurers or guarantors of security within the Subdivision. The Homes Association, the Developer and all successors thereof do not represent or warrant that any fire protection system, burglar alarm system or other security system designated by or installed according to guidelines established by the Homes Association, the Developer or any successor thereof may not be compromised or circumvented, that any fire protection or burglar alarm systems or other security systems will prevent loss by fire, smoke, burglar, theft, hold-up, or otherwise. Each owner, guest, and invitee of any Owner assumes all risks for loss or damage to persons, and property on the Owner's Lot.

Section 25. Clothesline. The use of any clothesline on the exterior of any residence or on a Lot is prohibited.

Section 26. Sodding. Any unimproved portion of a Lot shall be fully sodded.

Section 27. Firearms. No firearms or similar weapons may be discharged outside the residence constructed on a Lot.

Section 28. Sales and Trash. Garage sales, sample sales, or similar activities shall be restricted to twice per year, to be held only over a three-to-four day period (commencing on a Thursday and ending on a Sunday). No trash bag, garbage can or other similar trash storage receptacle shall be visible outside any residence except on regularly scheduled trash collection days. Yard waste collection bags may be stored in the rear yard or side yard pending regularly scheduled collection days.

Section 29. Noise. No speaker, horn, whistle, siren, bell, wind chimes or other sound device, except intercoms and those used exclusively for security purposes, shall be located, installed or maintained upon the exterior of any residence or in any yard. Provided, however, stereo speakers shall be allowed on the exterior of any residence or any yard, as approved by the Architectural Control Committee. The volume level of such speakers shall be at a reasonable level.

Section 30. Miscellaneous. No fuel storage tanks or LP storage tanks of any kind shall be permitted, above or below ground (other than a portable LP gas tank for use with barbecue grills). No driveway shall be constructed in a manner as to permit access to a street across a rear lot line. All exterior lighting (other than holiday decorative lights) shall be white and not colored. All exterior year round landscaping lighting shall be approved in advance by the Architectural Control Committee. No artificial flowers, trees or other vegetation shall be permitted on the exterior of any residence or in the yard.

Section 31. Exterior Structures. No fences, walls, patios, decks, or other structures of any kind shall be commenced, placed, or installed on any Lot, nor shall any exterior addition to or change or exterior alteration to a residence may be made without the prior written approval of the Developer or the Architectural Control Committee. No chain link or wooden fences are allowed; all fences shall be wrought iron or similar metal materials. Underground “invisible” fences are permitted. Anything in this Declaration of Restrictions to the contrary notwithstanding, the Developer, its successors, and assigns, shall have and do hereby reserve the right to determine the location of all buildings upon the respective Lot or Lots and the relation of the top of the foundation thereof to the street level. If there is a Developer furnished mailbox provided per United States Post Office requirements, no other mailbox or standard therefore shall be erected or installed

Section 32. Swimming Pools, Hot Tubs. No above ground swimming pools may be installed upon any Lots hereby restricted. No hot tub or similar structure may be installed on any Lot without the written approval of the Architectural Control Committee.

Section 33. Roofing. Roofs shall be composition shingles, slate tile, clay, concrete or similar or other materials approved by the Architectural Control Committee. No wood shake shingle roofs shall be permitted without the approval of the architectural Control Committee. All specific types and colors shall be approved by the Architectural Control Committee. No flat roofs unless with permission of the Architectural Control Committee.

Section 34. Lakes. No boats or water-borne vehicles of any kind shall be permitted on any lake or body of water located within the Properties without the written approval of the Developer. Fishing shall be permitted by Owners and their guests only in accordance with and subject to any rules, regulations and restriction established from time to time by the Developer. There shall be no swimming, hunting or skating on any lake or other body of water.

Section 35. Plan Approval. No building shall be erected or altered on any building plat in this subdivision until the building plans have been approved in writing as to size and external design by the Architectural Control Committee. Upon any request for approval, the party requesting such approval shall submit a floor plan including square footage, the front elevation, and staked lot plan.

Section 36. Architectural Control Committee. The Architectural Control Committee shall initially be the Developer until such time as the Developer has field the Certificate. After the recording of the Certificate, a committee comprised of at least three members of the Homes Association who shall be appointed by the Board of the Homes Association in an impartial manner from the members of the Homes Association who indicate a willingness to serve on the committee.

Except with respect to the Developer, a person must be an Owner to be a member of the Architectural Control Committee,

The members of the Architectural Control Committee shall serve without pay and shall have no legal or financial liability for any of their acts, omissions, or errors in judgment.

The Architectural Control Committee has the right to allow variances of all requirements contained herein.

Section 37. Maintenance of Structures. Except as specifically provided herein or in an amendment hereto or separate declaration concerning Improved Lots where the Association provides certain maintenance services, each Owner at the Owner's expense shall keep the exterior of the Owner's building structure, including, but not limited to, doors, walls, yard, landscaping and windows, roofs, decks, patios, fences, and other improvements, in good maintenance and repair.

Section 38. Priority. No applicable municipal or state law shall be preempted by the recording of this Declaration, but in the event of conflict, the most restrictive provisions shall apply.

#### Article VIII General Provisions

Section 1. Board of Directors. The Board of Directors of the Association elected in accordance with the Articles of Incorporation and Bylaws shall be charged with the management of the Association. The Board of Directors shall have the right to make such reasonable rules and regulations as will enable it to adequately and properly carry out the provisions of this Declaration. Additional rules and regulations may be established by the Association that will be applicable solely to Improved Lots on which additional maintenance is provided by the Developer or the Association (such as lawn mowing or snow removal). The Association shall at no time expend more money within any one year than the total amount of the assessment for that particular year, plus any surplus which it may have on hand from previous assessments; nor shall said Association enter into any contract whatsoever binding the assessment of any future year to pay for any such obligation, and no such contract shall be valid or enforceable against the Association except for contracts for utilities, it being the intention that the assessment for each year shall be applied as far as practicable toward the payment of the obligations of that year, and the Association shall have no power to make a contract affecting the assessment of any future or subsequent year except for utilities.

Section 2. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants. Any such action may be initiated by the Association, the Developer, or any Owner. The Association may also from time to time establish fines for violations of these covenants restrictions and the rules and regulations established herein or by the Association, which fines, if not paid, shall become a lien as if the fine was an

unpaid assessment. The Association may establish rules and procedures regarding notice of violations, cure periods and the establishment of the dollar amount of fines for violations of the easements, covenants and rules established hereunder. Failure by the Developer or 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 3. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 4. Duration and 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 Developer or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of fifty (50) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for the successive periods of ten (10) years. The covenants and restrictions of this Declaration may be amended during the first fifty (50) year period by an instrument signed by not less than eighty percent (80%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners.

Section 5. Transferability and End of Developer Control. The Developer has established, or will establish, the Association. Prior to the organization and incorporation of the Association contemplated by the terms of this Declaration, Developer shall have the right, at its option, to perform the duties, assume the obligations, levy and collect the assessments, and otherwise exercise the powers herein given to the Association, in the same way and manner as though all of such powers and duties were hereby given directly to Developer. Developer may, by appropriate agreement made expressly for that purpose, assign or convey to any person or corporation all of the rights, reservations, and privileges reserved by it in this section, and by such assignment or conveyance being made, its assigns or grantees may at their option exercise, transfer or assign such rights at any time or times, in the same way and manner as though directly reserved by them or it in this instrument. At such time as Developer no longer owns any Lots, or earlier in its discretion, Developer shall transfer and assign to the Association all of the functions of the Developer according to the provisions of this Declaration, and the Owners of the Properties shall be bound to the Association as they are to the Developer. The Developer shall retain the legal title to the Tracts so long as it owns at least one (1) lot in the Subdivision and/or until the date Developer (or its successor) files the Certificate. On or before conveyance by Developer of the last Lot owned by Developer in the Subdivision or concurrent with filing the Certificate, Developer shall convey the Tracts and other Common Areas to the Association, subject to taxes for the year of conveyance, and to restrictions, conditions, limitations, reservations and easements of record; subject however, to a reservation hereby perpetually reserved to the Developer, its successors and assigns, of the right to use and enjoy the same non-exclusive common utility easements, easements of drainage and ingress and egress

easements and use easements for the benefit of additional lands owned or to be owned by the Developer which are added to the Subdivision as additional lands as provided for above. Prior to recordation of the Certificate, this Developer shall have the right to assign and set over to any person(s) or entity all or any part of the rights, benefits, powers, reservations, privileges, duties, and responsibilities herein reserved by or granted to the Developer; and upon such assignment, the assignee shall then for all purposes be the Developer hereunder with respect to the assigned rights, benefits, powers, reservations, privileges, duties, and responsibilities. Such assignee and its successors and assigns shall have the right and authority to further assign, convey, transfer, and set over the rights, benefits, powers, reservations, privileges, duties and responsibilities hereunder.

Section 6. Use of Common Areas. The owners of lots in the Subdivision as it may exist from time to time, shall have the exclusive right to the use of all common areas as designated on the plat of the Subdivision or as may be designated on subsequent plats of the Subdivision, or as may be created by separate document filed for that purpose with the Recorder of Deeds of Platte County, Missouri. The Association shall have the right and power to make reasonable rules and regulations which shall govern the use of said common areas. No land shall be entitled to any of the benefits, improvements or services provided by the Association unless the owner or owners thereof shall have subjected their land to the terms of this Declaration and to the assessments herein provided for.

Section 7. Annexation. It is expected that additional property now, or in the future, owned by Developer may be included within the subdivision commonly known as Chapel Ridge and will be annexed and included within the covenants and restrictions of this Declaration. All such Property may be annexed into and included within the Properties with the consent of Developer. Any such expansion of the Properties shall be accomplished by and take effect on the filing in the Office of the Recorder of Deeds for the county in which such land is located of an appropriate document extending this Declaration to encumber such added land. All annexed property shall be subject to these Declarations as fully as the property set forth in Article II.

Section 8. Severability. Invalidation of any of the provisions set forth herein, or any part thereof, by an order, judgment, or decree of any court, or otherwise, shall not invalidate or affect any of the other provisions, or any part thereof, but they shall remain in full force and effect.

Section 9. Interpretations of Restrictions. In interpreting and applying the provisions of this Declaration, they shall be held to be minimum requirements adopted for the promotion of the health, safety, comfort, convenience and general welfare of the Owners of the Lots. It is not the intent of this Declaration to interfere with any provisions of any law or ordinance or any rules, regulations or permits previously adopted or issued pursuant to law relating to the use of buildings or premises; nor is it the intention of this Declaration to interfere with or abrogate or annul easements, covenants or other agreements between parties; provided, however, that where this Declaration imposes a greater restriction upon the use or occupancy of any residence site or upon the construction of buildings or structures, or in connection with any other matters that are imposed or required by such provisions of law or ordinances or by such rules, regulations or permits, or by such covenants, easements and agreements, then, in that case, the provisions of this Declaration shall control.

Section 10. Waiver and Exceptions. The failure by the Association, Developer, any Owner or any other person to enforce any of the restrictions, conditions, covenants, reservations, liens or charges to which the Subdivision or any part thereof is subject, shall in no event be deemed a waiver of the right to do so thereafter or to enforce any other restriction, condition, covenant, reservation, lien or charge.

Section 11. Titles. All titles used in this Declaration are intended solely for convenience of reference, and the same shall not affect that which is set forth in the terms and conditions of these Restrictions nor the meaning thereof.

Section 12. Singular and Plural, Masculine and Feminine. The singular shall include the plural and the plural the singular, unless the context requires the contrary, and the masculine, feminine and neuter shall each include the masculine, feminine and neuter, as the context requires.

Section 13. Mortgage Protection Clause. No breach of the covenants, conditions or restrictions herein contained, nor the enforcement of any lien provisions herein, shall defeat or render invalid the lien of any mortgage made in good faith and for value, but all of these covenants, conditions and restrictions shall be binding upon and effective against any Owner whose title is derived through foreclosure sale or deed in lieu thereof

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

ATTEST:

Chapel Ridge Partners, LLC

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

{32601 / 66997; 473055.3 }

MISSOURI ACKNOWLEDGMENT

STATE OF MISSOURI                    )  
  ) ss.  
COUNTY OF CLAY                    )

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me, the undersigned Notary Public, in and for said state, personally appeared \_\_\_\_\_, \_\_\_\_\_ of Chapel Ridge Partners, LLC, a Missouri limited liability company and that said instrument was signed on behalf of said limited liability company, and said \_\_\_\_\_ acknowledged said instrument to be the free act and deed of said limited liability company

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at my office in \_\_\_\_\_, Missouri, the day and year last above written.

\_\_\_\_\_  
Notary Public within and for said County and State

My commission expires:

\_\_\_\_\_

EXHIBIT A  
Legal Description

{32601 / 66997; 473055.3 }