

STATE OF MO.
CLAY COUNTY
LIBERTY MISSOURI REC'D
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11 May 1989
Mary E. Moberly
Recorder of Deeds

DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF BENT OAKS A SUBDIVISION IN
LIBERTY, CLAY COUNTY, MISSOURI

THIS DECLARATION, made this 3Rd day of Feb, A.D. 1989, by BENT OAKS ASSOCIATES, a Missouri partnership, hereinafter called "Developer".

PREAMBLE

WHEREAS, the Developer is the owner of the real property described in Exhibit A of this Declaration and desires to create thereon the first phase of the subdivision of Bent Oaks as a District PD Planned Development District in the City of Liberty Zoning Ordinance; and

WHEREAS, the Developer desires to provide for the preservation and enhancement of the property values, amenities, and opportunities in said subdivision contributing to the personal and general health, safety, and welfare of residents and for the maintenance of the land and improvements thereon, and to this end desires to subject the real property described in Exhibit A, together with such additions as may hereafter be made thereto as provided in Article II, to the covenants, restrictions, easements, charges, and liens hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

WHEREAS, to provide a means for meeting the purposes and intents herein set forth and the intents and requirements of the City of Liberty, County of Clay, the Developer has incorporated under the laws of this state the Bent Oaks Homes Association, Inc., a Missouri not-for profit corporation.

NOW, THEREFORE, the Developer declares that the real property described in Exhibit A, and such additions thereto as may hereafter be made, pursuant to Article II hereof, is and are and shall be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, easements, charges, and liens hereinafter set forth;

AND FURTHER, the Developer hereby delegates and assigns to the Bents Oaks Homes Association, Inc. the power of owning, maintaining, and administering the subdivision properties and facilities, administering and enforcing the covenants and restrictions, collection and disbursing the assessments and charges hereinafter created, and promoting the recreation, health, safety, and welfare to the residents.

Article I

Definitions

Section 1. "Approval" shall mean and refer to the issuance by the Association or any public agency of written approval, or any written waiver of approval rights, or a letter of "no objection".

Section 2. "Assessable Unit" shall mean and refer to any real property within the Properties which is subject to assessments, as provided in Article V.

Section 3. "Association" shall mean and refer to the Bent Oaks Homes Association, Inc. and its successors and assigns.

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Section 4. "Book of Resolutions" shall mean and refer to the document containing the rules, regulations, and policies of the Association as they may from time to time be amended.

Section 5. "Common Area" shall mean and refer to all real property and improvements thereon owned or leased by the Association or over which the Association has an easement for maintenance (excepting lots and dwelling units thereon) for the use and enjoyment of the members. The Common Area to be owned by the Association at the time of the conveyance of the first Lot to an Owner who is not the Developer or a Participating Builder is described in the first plat.

Section 6. "Declaration shall mean and refer to the covenants, conditions, and restrictions and all other provisions herein set forth in this entire document, as they may from time to time be amended.

Section 7. "Developer" shall mean and refer to Bent Oaks Associates and its successors and assigns; provided, however, that no successor or assignee of the Developer shall have any rights or obligations of the Developer hereunder unless such rights and obligations are specifically set forth in the instrument of succession or assignment or unless such rights and obligations pass by operation of the law. The rights and obligations set forth herein of the Developer shall cease when new Living Unit construction contemplated by the Development Plan is substantially complete or after five years have lapsed since the filing of the last Supplementary Declaration establishing a phase. In the event another than the first Developer comes to stand in the same relation to the project as the first Developer, that Developer shall hold the same rights and obligations as would then have been held by the first Developer.

Section 8. "Development Plan" shall mean and refer to the total general scheme of intended uses of land in the Properties approved the City of Liberty, as illustrated in Exhibit C hereof, as may be amended from time to time, and as further defined in Article II.

Section 9. "First Mortgagee" shall mean and refer to an Institutional Lender who holds the first deed of trust on a Lot or Living Unit.

Section 10. "Founding Documents" shall mean and refer to the Articles of Incorporation of the Association, this Declaration, Supplementary Declarations and the Association By-Laws, all as initially drawn by the Developer and filed and recorded as the case may be, and all as may be duly amended from time to time.

Section 11. "Governing Documents" shall mean and refer collectively and severally to the Founding Documents and the Book of Resolutions, as such may be amended from time to time.

Section 12. "Institutional Lender" shall mean and refer to one or more commercial or savings banks, savings and loan associations, trust companies, credit unions, industrial loan associations, insurance companies, pension funds, or business trusts including but not limited to real estate investment trusts, any other lender regularly engaged in financing the purchase, construction, or improvement of real estate, or any assignee of loans made by such a lender, or any private or governmental institution which has insured the loan of such a lender, or any combination of any of the foregoing entities.

Section 13. "Living Unit" shall mean and refer to any portion of a structure situated upon the Properties and designed and intended for use and occupancy as a residence by a Single Family.

Section 14. "Lot" shall mean and refer to any lot of land shown on any recorded subdivision map of the Properties, with the exception of Common Area as hereinbefore defined.

Section 15. "Members" shall mean and refer to members of the Association, which shall consist of all Owners.

Section 16. "Notice" shall mean and refer to (1) written notice delivered personally or mailed to the last known address of the intended recipient.

Section 17. "Owner" shall mean and refer to the record holder of the fee simple title to any Lot, whether one or more persons or entities.

Section 18. "Participating Builder" shall mean and refer to a person or entity who or which acquires a portion of the Properties for the purpose of improving such portion in accordance with the Development Plan for resale to future Owners.

Section 19. "Phase" shall mean and refer to a group of Lots all of which are subject to the same Supplementary Declaration establishing such phase.

Section 20. "Properties" shall mean and refer to all real property which is hereby subjected to the Declaration, together with such other real property as may from time to time be annexed thereto under the provisions of Article II hereof.

Section 21. "Quorum of Members" shall mean and refer to the representation by presence or proxy of Members who hold fifty percent of the outstanding votes of each voting class.

Section 22. "Registered Notice" shall mean and refer to any Notice which has been signed for by a recipient or has been certified by the U.S. Postal Service or other entity as having been delivered (or the delivery of which has been certified by the Postal Service or other entity to have been attempted) to the address of the intended recipient.

Failure by refusal of an intended recipient to acknowledge such Notice shall nevertheless constitute receipt when such refusal is witnessed by two other people, or by one person if that person is a Postal Service representative.

Section 23. "Single Family" shall mean and refer to a single housekeeping unit which includes not more than three adults who are legally unrelated, together with their legal children.

Section 24. "Supplementary Declaration" shall mean and refer to any declaration of covenants and restrictions which may be recorded by the Developer, which extends the provisions of this declaration to another Phase or which contains such complementary provisions for such Phase as are deemed appropriate by the Developer and/or as are herein required.

Section 25. "Zoning Ordinance" shall mean the provisions pertaining to Planned Development District contained in the Code of the City of Liberty, Missouri, as amended from time to time and as such shall be applicable to the Properties.

Article II

Property Subject to This Declaration Additions Thereto

Section 1. The "Properties". The real property which is and shall be held, transferred, sold, conveyed, and occupied subject to this Declaration is located in the City of Liberty and the Village of Glenaire, Clay County, Missouri and is more particularly described in Exhibit A and represents the first Phase of the Subdivision known as Bent Oaks.

Section 2. Additions to the Properties. Additional properties may become subject to this Declaration in the following manner:

(a) Additions by the Developer. The Developer shall have the right to subject to the Declaration any additional property which lies within the land area represented by the Development Plan as it may be amended from time to time, provided that not more than five years have lapsed since the filing of the last Supplementary Declaration which subjects a Phase to this Declaration. and

(b) Other Additions. Additional land, other than that described above, may be annexed to the Properties upon approval of two-thirds percent of the votes of a Quorum of Owners.

The additions authorized under subsections (a) and (b) shall be made by complying with the requirements of the Zoning Ordinance, by filing of record one or more Supplementary Declarations of covenants and restrictions with respect to the additional property, and by filing with the Association the preliminary plat for such additions.

Section 3. The Development Plan.

(a) Purpose. The Development Plan, illustrated in Exhibit B, is the dynamic design for the staged development of the Properties as a residential planned community which will be regularly modified and amended, as provided herein, during the several years required to build the community. Because the Development Plan is a temporary design, it shall not bind the Developer to make any of the additions to the Properties which are shown on the Development Plan or to improve any portion of such lands in accordance with the Development Plans unless and until a Supplementary Declaration is filed by the Developer subjecting such property to this Declaration. Thereupon, the Developer shall be obligated to complete development of such Phase in accordance with the Development Plan currently in effect, unless two-thirds of the votes of the members and the City of Liberty consent to a change; and

(b) Amendments. The Developer hereby reserves the right to add land to or amend the Development Plan for lands which have not yet been made subject to this Declaration, in response to changes in technological, economic, environmental, or social conditions related to the development or marketing of the Properties or in response to changes in requirements of government agencies and financial institutions. Such amendments shall be effected by (1) giving Notice of the Proposed changes to the Association and (2) securing the approval of the City of Liberty Zoning.

Section 4. Merger. In accordance with its Articles of Incorporation, the property, rights, and obligations of the Association may, by operation of law, be transferred to another surviving or consolidated association similar in corporate nature and purposes or, alternatively, the property, rights, and obligations of an association similar in corporate nature and purposes may by operation of law be added to the property, rights, and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established upon any other properties as one scheme. No such merger or consolidation, however, shall effect any revocation, change, or addition to the covenants established by this Declaration within the Properties except as hereinafter provided. Such a merger or consolidation shall require the assent of two-thirds of the votes of a Quorum of Owners.

Article III

Bent Oaks Homes Association, Inc.

Section 1. Organization.

(a) The Association. The Association is a non-profit, nonstock corporation organized and existing under the laws of this state and charged with the duties and vested with the powers prescribed by law and set forth in the Governing Documents, as such may be amended from time to time, provided no other Governing Documents than this Declaration shall for any reason be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration;

(b) Institutional Plan. As the operation and responsibilities of the Association expand from those related to the Properties as originally constituted to those required by the fully developed Development Plan of Bent Oaks, this Declaration and the Governing Documents shall guide the controlled and orderly evolution of the Association into a comprehensive community institution;

(c) Subsidiary Corporations. The Association shall have the right to form one or more subsidiary corporations, for any purpose or purposes deemed appropriate by a majority vote of the Board of Directors. Without limiting the generality of the foregoing, one or more subsidiary corporations may be formed for the operation and maintenance of any specific area or to perform any function within the Properties; however, such subsidiary corporation shall be subject to this Declaration and may not take any action to lessen or abate the rights of Members; and

(d) Exercise of Vote. The vote for any membership which is held by more than one person may be exercised by any one of them, unless any objection or protest by any holder of such membership is made prior to the completion of a vote, in which case the vote for such membership shall not be counted. If fewer than twenty-five percent of all Class A votes are cast in an election for any elective office, the Board of Directors may declare the results of such election invalid and may elect a member to fill such office.

Section 2. Membership and Voting Rights in the Association.

(a) Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot or Living Unit which is subject by covenants of record to assessment by the Association shall be a member of the Association, provided that any such person or entity who holds such interest merely as security for the performance of an obligation shall not be a member; and

(b) Voting Rights. The Association shall have two classes of voting memberships. Class A members shall be all those owners entitled to membership with the exception of the Developer. Class A members shall be entitled to one vote for each Lot or Living Unit in which they hold the interests required for membership. The Class B member shall be comprised of the Developer. The class B member shall be entitled to four (4) votes for each designated Lot in Bent Oaks, regardless of whether there is a completed Living Unit located thereon, in which the Developer holds fee simple title, provided that the Class B memberships shall cease and become converted to Class A membership on the happening of any of the following events, which ever occurs earlier:

(i) When the total number of votes to which the Class B member would be entitled (if the Class B membership were converted to Class A membership) is less than 5% of the total vote; or

(ii) On December 31, 2009.

From and after the happening of these events, whichever occurs earlier, the Class B member shall be deemed to be a Class A member entitled to one vote for each Lot or Living Unit in which it holds the interests required for membership.

For the purposes of determining the votes allowed under this Section, when Living Units are counted, the Lot or Lots upon which such Living Units are situated shall not be counted.

Article IV

Powers and Duties of the Association

The Association shall have the following powers and duties, whenever in the exercise of its discretion it may deem them necessary or advisable:

(a) To provide for the care and maintenance of all Common Areas to which the members have access to or the right to use;

(b) To provide for the maintenance of all Common Area owned by the Association including tennis courts, playgrounds, entrance feature and other facilities now existing, or which may be erected or created in the future on the effected property; and also including the maintenance of all street islands and medians within the public rights of way; and to make special charges or service fees or to charge dues to Members for the use and maintenance of such facilities;

(c) To establish rules and regulations for the conduct of Members and their guests in the use of the Common Areas, to change such rules from time to time and to enforce same;

(d) To establish special service charges or fees for individual service or privileges provided to Members;

(e) To contract with any public body, public utility, private corporation or individual to perform the services or exercise the powers or discharge the duties herein required necessary or desirable for the welfare and benefit of the Association or its Members; and

(f) To enforce the decision of the Design Review Committee to do all other things not inconsistent with this agreement that the Board of Directors of the Association may from time to time determine to be either necessary or desirable for the Association for its Members or for the protection, care or development of the Common Areas and of other affected property.

ARTICLE V

Method of Providing Funds

Section 1. For the purposed of providing funds to enable the Association to perform the duties and to discharge the obligations imposed upon it, all of the affected property and Members owning the same shall be subject to an annual general fund assessment to be paid to the Association by Owners of assessable interests in such amounts and payable on such terms that a majority of a Quorum of the Owners shall determine. Such assessment shall be prorated as follows:

- (a) 100% on each Lot occupied by a Living Unit.
- (b) 66 2/3% on each unoccupied Lot; and
- (c) 25% on each unoccupied platted Lot owned by the Developer.

Section 2. The first general fund assessment shall be ~~\$350,000.00~~ ^{See Amend. at end}. The amount of the general fund assessment provided for in Section 1 of this Article may be increased not to exceed 25% in any given year from the prior year (excepting the first years assessment which shall not be restricted) by a majority vote of a Quorum of Members at any general meeting or at a special meeting of members; PROVIDED that at least ten days Notice in writing shall be given and such notice set out the reason, the purpose, and the need for the additional assessment. Such increase may be adopted by a majority vote a Quorum of Members in attendance in person or by proxy at such meeting.

Section 3. For the purpose of providing a special fund assessment to be used and to enable Bent Oaks to repair, replace, construct and extend its facilities and property, each assessable unit may be specially assessed by the Association at an annual rate not in an amount exceeding the amount fixed for the annual general fund assessment as provided in Section 1 above for the year that such special assessment is approved. The amount of the special fund assessment against each assessable unit shall be in the same proration as required in Section 1 above. Such assessment may be made by the Board of Directors of Bent Oaks Homes Association, subject to approval at a regular annual meeting or a specially called meeting of all members entitled to vote in accordance with the By-Laws of Bent Oaks. A majority of a Quorum of Members present or by proxy at such, such meeting shall be required to approve such an assessment. Notice of any such meeting for the approval of an assessment for one or more Special Funds shall be given as provided in Article I not more than 30 days nor less than 10 days prior to the meeting. Such notice shall set forth the purpose for which the sums derived from the assessment or assessments are to be used, together with the estimated cost of the proposed project or projects, and the proposed time and method of payment. The sums paid to the Association on account of such special assessment shall be set aside and used for the specific purpose for which the special fund assessment is made, unless otherwise authorized by the members of the Association at a meeting duly called as herein provided.

Section 4. The assessments made pursuant to Sections 1, 2, and 3 above shall be on a calendar year basis and may be paid in annual installments beginning January 1st of each year. Such installment payments shall be in default if not paid on or before the fifteenth day of each month. Any assessment not paid when due shall bear interest at any annual rate of ten (10%) percent, compounded annually. The Board of Directors may, in its discretion, change the method of payment to provide for installment payments.

ARTICLE VI

Limitation on Expenditures

Section 1. General Funds. The Association shall at no time expend more money within any one year for maintenance of Common Areas than the total amount of the general fund assessment for that particular year and any surplus which it may have on hand from previous assessments, nor shall the Association enter into any contract whatever binding the general fund assessments of any future year to pay for any such obligations, it being the intention that the general fund assessment for each year shall be applied as far as is practicable toward the payment of the obligation of that year, and the Association shall have no power to make a contract affecting the assessment for the general fund of any future or subsequent year.

Section 2. Special Funds. The limitations imposed upon the assessments for the General Fund shall not apply to assessments for Special Funds.

ARTICLE VII

Liens on Real Estate

All assessments, whether under Article V or otherwise, shall become a lien on the real estate, and a lien upon the membership interest in the Association of the Owner of said property as soon as such assessments are due and payable and such assessments be paid or the lien terminated as hereinafter provided.

ARTICLE VIII

Termination of Liens

The liens of the assessments hereinbefore provided for shall continue for a period until paid. The Association may file in the Office of the Register of Deeds of the county an itemized notice of such delinquency setting forth the date of default or delinquency and the amount due and the Association may institute an action in a court of competent jurisdiction for the collection of the assessment, plus costs and attorneys fees, in which case the lien shall continue until the amount due the Association be paid.

ARTICLE IX

Notice

A written or printed notice personally delivered or deposited in the United States mail with postage thereon prepaid and addressed to the respective Owners, Members and other persons entitled to a notice at the last address as shown on the records of the Association shall be deemed to be sufficient and proper notice of any matter to which

any member or other interested person may be entitled under the terms of this Agreement Notice of an assessment may be made by a billing mailed to the members as herein provided.

ARTICLE X

Area Associations

Section 1. Purpose. Certain areas of the Properties may encompass common facilities not designed for use generally by the Members of the Association requiring the creation of a localized association for maintenance and operational purposes. In such cases the Developer may designate any area shown on any subdivision plat of the Properties as an Area Association.

Section 2. Membership. Any Member of the Association who owns a Lot or Living Unit within an Area Association shown on any subdivision plat shall by virtue of such ownership also be a member of the Area Association created for such area and entitled to vote as from time to time provided in the By-Laws of the Area Association.

Section 3. Title to Common Facilities and Members' Easements. Each Area Association shall take title to and hold, maintain, improve, and beautify for the common benefit of the members thereof such common facilities (such as but not limited to parks, green areas, parking areas, swimming pools and club houses) as from time to time may be conveyed to it; and each Area Association member shall have a right and easement of enjoyment in and to such common facilities and such easement shall be appurtenant to and shall pass with the title to every Lot or Living Unit in the Area Association. The extent of such easement shall be the same as is set forth in Article III.

The provisions of Article XI, Section 2 are hereby made applicable to and incorporated in this Article X as if fully set forth herein.

ARTICLE XI

Property Rights in the Common Areas

Section 1. Members' Easements of Enjoyment. Subject to the provisions of Section 3, every Member shall have a right and easement of enjoyment in and to the Common Areas and such easement shall be appurtenant to and shall pass with the title to every Lot.

Section 2. Title to Common Areas. The Developer may retain the legal title to the Common Areas until such time as it has completed improvements thereon. The Developer hereby covenants, for itself, its successors and assigns that it shall convey the Common Areas to the Association, free and clear of all liens and encumbrances, not later than sixty (60) days following completion of the improvements to such common area.

Section 3. Extent of Member's Easement. The rights and easements of enjoyment created hereby shall be subject to the following:

- (a) The right of the Developer and the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Common Areas and in aid thereof to mortgage said Common Areas. In the event of a default upon any such mortgage the lender's rights hereunder shall be limited to right, after taking possession of such properties, to charge admission and other fees as a

condition to continued enjoyment by the members and, if necessary to the enjoyment of such properties to a wider public until the mortgage debt is satisfied whereupon the possession of such properties shall be returned to the Association and all rights of the Members hereunder shall be fully restored;

(b) The right of the Association to take such steps as are reasonably necessary to protect the above-described properties against foreclosure;

(c) The right of the Association, as provided in its Articles and By-Laws, to suspend the enjoyment rights of any Member for any period during which any assessment remains unpaid, and for any period not to exceed thirty (30) days for any one infraction of its published rules and regulations;

(d) The right of the Association to charge reasonable admission and other fees for the use of the Common Areas;

(e) The right of the Association to dedicate or transfer all or any part of the Common Areas to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members, provided that no such dedication or transfer, determination as to the purposes or as to the conditions thereof shall be effective unless an instrument signed by Members entitled to cast two-thirds (2/3) of the votes of each class of membership has been recorded, agreeing to such dedication, transfer, purpose or condition, and unless written notice of the proposed agreement and action thereunder is sent to every member at least thirty (30) days in advance of any action taken.

ARTICLE XII

Design Review Committee (DRC)

Section 1. Purpose, Powers and Duties of the Design Review Committee. The purpose of the DRC is to assure that all proposed uses and any construction or alteration of any structure which takes place on any Lot to any Living Unit or any other property affected by the Declaration shall be performed in conformity with these covenants and restrictions and the "Design standards and Procedures for Single Family Construction" at Bent Oaks. To carry out that purpose, the DRC shall have all of the Rights, Powers and Duties conferred upon it pursuant to the provision of this Article XII.

Section 2. Composition and Appointment. The DRC shall be established consisting of three members. During the period in which the Developer shall control one-third or more of the voting rights these members shall be appointed by the Developer and thereafter by the Board of Directors of the Association. Following the time period in which the Developer may appoint the DRC. One Member shall be an Owner, one Member shall be a member of the Board of Directors of the Association, and one member shall be of a profession related to community design and residential development including but not limited to architecture, landscape architecture, engineering and environmental design. The professional fees shall be paid by the Association. The members of the DRC shall appoint a chairman from among their members. The Developer may at any time relinquish its right to appoint members of the DRC.

Section 3. Conflicts of Interest. No member of the DRC may participate in any decision of the DRC on a matter in which he has a direct or indirect financial interest, or in which he has personally provided professional consulting services for a fee to the party whose application is before the DRC, provided however, that the fact that any DRC

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member has in the past or currently provides services to the Developer shall not be considered a conflict of interest.

Section 4. Operation of the the DRC:

(a) **Meetings.** The DRC shall hold regular meetings at least once every two months or more often as may be determined by the members of the DRC. Regular and special meetings shall be held at such time and such place as the members of the DRC shall specify. During the period that the Developer appoints the DRC the meetings shall take place as often as is reasonably necessary to conduct its business. At least two members of the DRC must be present for the transaction of business. The DRC shall maintain written record of votes and minutes of each of its meetings; and

(b) **Activities.** The DRC shall adopt and promulgate and, as it deems appropriate, recommend to the Board of the Association, amendments to the Design Standards and Procedures for Single Family Construction as provided in Section 5 hereof and will make findings, determinations, rulings and orders with respect to the conformity with said Design Standards of plans and specifications submitted for approval. As required, the DRC shall issue permits, authorizations or approvals pursuant to the directions and authorizations contained herein.

Any applicant for approval, permit or authorization, may within ten (10) days after receipt of notice of any decision which he deems to be unsatisfactory, file a written request to have the matter reviewed by the Board of Directors of the Association. The decision of the Board of Directors of the Association shall be final and binding.

Section 5. Design Standards and Procedures for Single Family Residential Construction.

(a) Pursuant to the provisions of Section 1 of this Article, the DRC shall adopt and enforce the Design Standards and procedures for Single Family Residential Construction, for the purposes of:

(i) governing the form and content of plans and specifications to be submitted for approval pursuant to the provisions of Section 6 of this Article;

(ii) governing the procedures for such submission of plans and specifications; and

(iii) establishing policies, requirements, standard restrictions and specifications with respect to the approval and disapproval of proposed uses with respect to all construction or alteration of any structure on any Lot, Living Unit, Easement or Common Area.

(b) The DRC shall make a published copy of its current Design Standards and Procedures for Single Family Residential Structure readily available to members and prospective members of the Association and to Builders.

Section 6. Submission of Plans and Specifications. No structure shall be commenced, erected, placed or moved on to or permitted to remain on any Lot, nor shall any existing structure upon any Lot be altered in any way which materially changes the exterior appearances, thereof, nor shall any new use be commenced, unless plans and

specifications (including a description of any new use) therefore shall have been submitted to and approved in writing by the DRC.

Section 7. Approval of Plans and Specifications. Upon approval by the DRC of any plans and specifications submitted hereunder, a copy of such plans and specifications, as approved, shall be deposited as a permanent record with the DRC and a copy of such plans and specifications bearing such approval in writing shall be returned to the applicant submitting the same.

Approval for use in connection with any Lot or Living Unit of any plans and specifications shall not be deemed a waiver of the DRC's right, in its discretion, to disapprove similar plans and specifications or any of the features or elements included therein if such plans, specifications, features or elements are subsequently submitted for use in connection with any other Lot or Living Unit. Approval of any such plans and specifications relating to any Lot or Living Unit, however, shall be final as to that Lot and such approval may not be revoked or rescinded thereafter, provided that there has been adherence to, and compliance with, such plans and specifications, as approved, and any conditions attached to any such approval. The DRC, in its discretion, is permitted to approve deviations from the Design Standards and Procedures and from this Declaration when, in its judgment, such deviations will result in a more commonly beneficial use. Such approval must be granted in writing. And when the DRC approves and grants a deviation from this Declaration, such approved deviation shall for all purposes amend this Declaration but only to the limited extent of such specifically approved deviation.

Section 8. Disapproval of Plans and Specifications.

(a) The DRC shall have the right to disapprove any plans and specifications submitted hereunder for any of the following reasons, among others:

(i) the failure to include information in such plans and specifications as may have been reasonably requested;

(ii) the failure of such plans or specifications to comply with this Declaration or the Design Standards and Procedures;

(iii) objection to the exterior design, appearance or materials of any proposed Living Unit or improvements;

(iv) incompatibility of any proposed Living Unit, improvements or use with existing Living Units or uses upon other Lots in the property;

(v) objection to the site plan of any Lot on grounds of incompatibility with other Lots in the Properties;

(vi) objection to the grading plan for any Lot;

(vii) objection to the color scheme, finish, proportions, style, or architecture, height, bulk, safety or appropriateness of any proposed Living Unit or improvement;

(viii) failure to satisfy minimum floor area requirements; and

(ix) objection to the parking areas proposed for any Lot based on, inter alia:

(1) incompatibility with proposed uses and Living Units on the Lot;

(2) insufficiency of size of the parking area in relation to the proposed use;

(3) undesirable alteration of the flow of water over or through the Lot.

(x) any matter not included in the Design Standards and Procedures, if such matter, in the judgment of the DRC, would lower the value of or otherwise damage the Properties; or

(xi) any other matter which, upon the judgment of the DRC, would render a proposed Living Unit or use inharmonious with the Design Standards for Bent Oaks or as set forth in the Development Plan.

(b) In any case in which the DRC shall disapprove any plans and specifications submitted hereunder, or shall approve the same only as modified or upon specified conditions, such disapproval or qualified approval shall be accompanied by a statement of the grounds upon which such action was based. In any such case the DRC shall, if requested, make reasonable efforts to assist and advise the applicant in order that an acceptable proposal may be prepared and submitted for approval.

Section 9. Failure to Act. In the event that the DRC shall fail to take action on any plans and specifications as herein "preliminary" plans and specifications within sixty (60) days of presentation to the DRC or within sixty (60) business days after receipt of "final" plans and specifications, together with the fees authorized by Section 8 of this Article, and consistent with such other requirements as called for by the Design Standards and Procedures, the same shall be deemed to have been approved as submitted, and no further action by the DRC shall be required for the applicant to begin construction. Such approval shall be placed in writing on the plans and specifications and shall be returned to the applicant.

Section 10. Inspection Rights. After reasonable notice and at any reasonable time or times, any agent of the Association or the DRC may enter upon any Lot for the purpose of ascertaining whether the use or maintenance of such Lot or the construction of any Living Unit thereon is in compliance with the provisions hereof; and neither the Association, nor the DRC, nor any such wrongful act solely by reason of such entry or inspection provided such inspection is carried out in accordance with the terms of this Section.

Section 11. Violations. If any Living Unit shall be erected, placed, maintained or altered upon, any Lot, or any new use commenced on any Lot, such erection, placement, maintenance or alteration shall be deemed to have been undertaken in violation of this Article and without the approval required herein. If, in the opinion of the DRC, such violation shall have occurred, the DRC shall notify the Association. If the Association Board shall agree with the determination of the DRC with respect to the violation, then upon written Notice of the violation to the Owner from the Association Board, any such Living Unit or improvement so erected, placed, maintained or altered upon any Lot in violation hereof shall be removed or altered, and any such use shall be terminated, so as to extinguish such violation.

If the owner of the Lot upon which such violation exists shall not have taken reasonable steps toward the removal or termination of the same within the time specified in such Notice, the Association shall have the right to pursue a right to enforce its right of action as provided in Article XV hereof together with all remedies whether at law or in equity and whether specified herein or in Article XV hereof, and including but not limited to the remedy of injunctive relief and obtaining a monetary judgment for all costs, expenses, including reasonable attorneys fees, and damages.

Section 12. Certification of Compliance.

(a) Upon completion of the construction or alteration of any Living Unit in accordance with plans and specifications approved by the DRC, the DRC shall, upon written request of the Owner thereof, issue a certificate of compliance herein, "Certificate of Compliance" identifying such Living Unit and the Lot upon which such Living Units is placed and stating that the plans and specifications, the location of such Living Unit and the use or uses to be conducted thereon have been approved and that such Living Unit complies with the requirements of the DRC. A copy of said Certificate of Compliance shall be filed for permanent record with the plans and specifications on file with the DRC. Provided, however, in no event shall such a Certificate of Compliance be deemed a certification by the DRC as to compliance of a Living Unit with any governmental regulations or requirements; and

(b) Any Certificate of Compliance issued in accordance with the provisions of this Section shall be prima facie evidence of the facts therein stated and, as to any purchaser or encumbrancer in good faith and for value or as to any titled insurer, such Certificate of Compliance shall be conclusive evidence that all Living Units on the Lot and the use or uses described therein comply with all the requirements of this Article.

Section 13. Fees. As a means of defraying its expenses, the DRC may charge and collect a reasonable and appropriate fee as established from time to time, including fees of the professional DRC member. The fees shall be made payable to the Association and shall be payable at the time plans and specifications are submitted as a condition precedent for the review and approval of such plans and specifications. No additional fee shall be required for the resubmission of plans and specifications revised in accordance with DRC recommendations.

Section 14. Nondiscrimination by DRC. The DRC shall not discriminate against any applicant requesting its approval of plans and specifications because of such applicant's race, color, sex, religion, national origin, family composition or marital status. Further, the DRC in the exercise of its power granted pursuant to this Declaration shall not take any action which is intended to or does, if effect, discriminate against persons or a particular race, color, sex, religion, national origin, family composition or marital status.

Section 15. Public Approvals. All pertinent requirements of public agencies must be followed in the development of this property, and all plans must be approved by the appropriate departments in the City of Liberty. Each potential Owner must verify code requirements prior to purchase of a Lot or Living Unit. Although based on local zoning and subdivision regulations, the community development criteria may be more restrictive in land use, site development standards, landscape requirements or other matters. In every case in which these criteria are at variance with public agency requirements, the more restrictive regulations shall govern.

Final legal approvals permitting development and occupancy of property will be made by the City of Liberty, Missouri.

ARTICLE XIII

Use Restrictions

Section 1. General Provisions. In addition to any Design Standards established by the DRC all of the existing Properties and all additional lands which shall be subject to this Declaration under Article II above shall be subject to the following use restrictions.

(a) Land Use. No building or structure shall be used for a purpose other than that for which the building or structure was originally designed, without the approval of the Design Review Committee;

(b) Obstruction of Traffic. No fence, wall, tree, hedge or shrub planting shall be maintained in such manner as to obstruct sight lines for vehicular traffic. Except as may be required to comply with the prior sentence, no tree of a diameter of more than four inches measured two feet above ground level, lying without the approved building, driveway and parking areas, shall be removed without the approval of the Design Review Committee;

(c) Nuisances. No noxious or offensive or usually offensive activity, specifically including but not limited to storage of vehicles or boats 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 the neighborhood. All exterior lighting shall have a concealed light source;

(d) Grades. Within any slope control area established by the Developer, no structure, planting, or other materials shall be placed or permitted to remain, nor shall any activity be undertaken, which may damage or interfere with established slope ratios, create erosion or sliding problems, or change the direction of flow of drainage channels, or obstruct or retard the flow of water through drainage channels. The slope control areas of each lot or other parcel and all improvements in them shall be maintained continuously by the Owner, except for those improvements for which a public authority or utility company is responsible;

(e) Fences. No fence or wall of any kind shall be erected, begun, or permitted to remain upon any portion of The Properties unless approved by the Architectural Control Committee; and

(f) No Business Structure. No business structure shall be erected on any lot; however, limited home occupations shall be permitted subject to the following restrictions and limitations:

(i) Prior to commencing any home occupation on any lot, the Owner shall furnish to the Board a written description of such home occupation. In the event the Board in its sole discretion, deems such home occupation to be non-detrimental to the properties or to other Owners, written permission to conduct such home occupation shall be given to such Owner. Such written permission shall always be subject to revocation upon thirty (30) days written notice and the owner shall thereupon cease such home occupation. In no event will permission be granted for (a) wholesale or retail selling from inventory located or exhibited at the premises, (b) rental of equipment or personal

property stored or exhibited at the premises, (c) medical, dental or related health care services, (d) automobile or other vehicle repair services;

(ii) The home occupation shall be incidental and subordinate to the principal use of the premises and not more than twenty-five percent (25%) of the floor area of any one floor of the Living Unit shall be utilized for a home occupation;

(iii) All materials or equipment used in the home occupation shall be stored within an enclosed structure;

(iv) No alteration of the exterior of the principal Living Unit shall be made which changes the character thereof as residence;

(v) No sign shall be permitted;

(vi) At least one person occupying such dwelling unit as his or her residence shall be engaged in such home occupation;

(vii) no equipment shall be utilized that creates a nuisance due to noise or electrical interference;

(viii) In no event shall fewer than two (2) off-street parking spaces be provided;

(g) Livestock. No hogs, cows, horses, rabbits, chickens, goats, poultry, birds, livestock, or animals of any kind, other than house pets (except house pets with vicious propensities), shall be brought onto or kept on the Properties; and no more than two dogs, cats, or other such pets may be kept or maintained on any Lot or Living Unit and further provided that they are not kept, bred or maintained for any commercial purpose or as a steady hobby of the Owner;

(h) Parking of Motor Vehicles, Boats and Trailers. No trucks or commercial vehicles, boats, house trailers, boat trailers, and trailers of every other description shall be permitted to be parked or to be stored on any Lot unless they are parked or stored in an enclosed garage or in such other enclosure approved by the Design Review Committee, 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 pick-up delivery, and other commercial services. For the purpose of this covenant, a 3/4 ton or smaller vehicle, commonly known as a pickup truck and which is not used for commercial purposes, and not bearing a commercial sign, shall not be deemed to be a commercial vehicle or truck. The DRC is authorized to at its discretion, to issue a waiver of not more than 48 hours in a 30 day period for recreations vehicles;

(i) Overhead Wiring. No power or telephone distribution or service connection lines may be erected or maintained above the surface of the ground on Lot without the consent in writing by the Design Review Committee established hereby;

(j) Laundry Poles. No permanent poles for attaching wires or lines for the purpose of hanging laundry thereupon shall be erected, installed or constructed on Lot;

(k) Antennas. No outside radio or television antenna or dish shall be erected, installed or constructed on any Lot, without the written consent of the said Design Review Committee;

(l) Fuel Tanks. No fuel tank or container of any nature shall be placed, erected, installed or constructed on any Lot;

(m) Temporary Structures. No structure of the character of a trailer, basement, tent, shack, garage, barn or other out buildings shall be used on any Lot at any time as a residence, either temporarily or permanently;

(n) Signs. No signs, advertisements, billboards, or advertising structures of any kind may be erected or maintained on any Lot; provided, however, that permission is hereby granted for the erection and maintenance of not more than one advertising board on each lot or tract as sold and conveyed, which advertising board shall not be more than five (5) square feet in size and may be used for the sole and exclusive purpose for advertising for sale the lot or tract upon which it is erected;

(o) Drilling and Quarrying. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring oil or natural gas shall be erected, maintained or permitted upon any Lot;

(p) Dumping of Rubbish. 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, or incinerators or other equipment for the storage or disposal of such material, which equipment shall be kept in a clean and sanitary condition and out of view;

(q) Sewage Disposal. No individual sewage treatment system shall be permitted on any Lot. All sanitary sewer lines shall connect with the central sewage disposal system. Water from downspouts or any surface water shall not be permitted to drain into the sanitary sewer system;

(r) Water Supply. No individual water supply system shall be permitted on any lot, except for use in air conditioners and sprinkler systems;

(s) Utility Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved to the Developer as shown on recorded Plats. 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 any structure installed in accordance with said easement, or interfere with the installation and maintenance or utilities, or which may change the direction of the flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easements area of each Lot and all improvements in it shall be maintained continuously by the Owner of the Lot;

(t) Care and Appearance of Premises. The structures and grounds on each Lot shall be maintained in a neat and attractive manner. The Association shall have the right (upon twenty (20) days notice to the Owner of the Lot involved, setting forth the action intended to be taken, and if at the end of such time such action has not been taken by the Owner), at the expense of the Owner, to remove trash or rubbish, and to cut grass, weeds and vegetation and to trim or prune, any hedge or other planting that in the opinion of the Design Review Committee, by reason of its location or the height to which or the manner in which it is permitted to grow, is detrimental to adjoining property or is unattractive in appearance. The Association shall further have the right, upon like notice and conditions, to care for vacant or unimproved property, and to remove grass, weeds and rubbish therefrom and to do any and all things necessary or desirable in the opinion of the Design Review Committee to keep such property in neat and good order, all at the cost and expense of the Owner. Such costs and expenses incurred by the Association shall be paid to the Association upon demand and if not paid within ten days thereof then they shall become a lien upon the property affected, equal in priority to the lien provided for in Article VII hereof; and

(u) Exterior Colors and Landscaping. The exterior colors, materials and all landscape, planting and decoration shall have the prior written approval of the DRC and shall not be changed without the Written approval of the DRC.

Section 2. Provisions Applicable to Lots Designated for Single Family Dwellings. Any lot subject to this Declaration designated on a recorded plat for single-family dwelling purposes shall be subject, in addition to the General Provisions, to the following use restrictions:

(a) 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 a Participating Builder) 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 for occupancy by a single family;

(b) Height Limitation. Any residence erected on any of said Lots shall not be more than two (2) levels in height, above ground, provided, that a residence more than two (2) stories in height may be erected on any of said Lots with the written consent of the Architectural Control Committee;

(c) Minimum Size Requirements. Minimum square footage requirements will be set forth for each phase. The requirements for Phase I, and for each other Phase unless designated differently by a supplemental Declaration are as follows:

(i) 2 levels above ground-2800 square feet of enclosed floor area with 1600 square feet on the first floor;

(ii) 1 1/2 Story-2600 square feet of enclosed floor area with 1800 square feet on first floor; and

(iii) 1 Level above ground-2700 square feet of enclosed floor area.

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 areas basements,

garages, carports, porches or attics. However, finished lower level living areas on hillside lots may be considered by the DRC.

A residence containing less than the minimum enclosed floor area provided herein may be erected on any said Lots with the recommended approval of the DRC and the written consent of the Board of Directors of the Association, or may be waived in writing by the Developer expressly waiving the restrictions.

(d) 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; nor shall any part of any residence be located on any Lot nearer than fifteen (15) feet to the side property line nor nearer than thirty (30) feet to the rear property line;

Provided however, the following enumerated parts of any residence may project over the above described front, side and rear lines, for the distance shown to wit:

(i) Window Projections. Bay, bow or oriel, former and other projecting windows not exceeding one story in height may project a distance not to exceed two (2) feet;

(ii) Miscellaneous Projections. Cornices, spoutings, chimneys, brackets, pilasters, grillwork, trellises and other similar projections and any other projections for purely ornamental purposes, may project a distance not to exceed two (2) feet;

(iii) Vestibule Projections. Any vestibule not more than one story in height may project a distance not to exceed two (2) feet;

(iv) Porch Projections. Unenclosed, covered porches, balconies and porte cocheres may project beyond the front building line not to exceed six (6) feet.

(e) Uncompleted Structures. No residence shall be permitted to stand with its exterior in an unfinished condition for 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 longer than three (3) months;

(f) Garages and Carports. All garages and airports must be attached to the main dwelling house unless otherwise approved by the DRC. All garages shall be side entry unless the site will not accommodate it, and then it must be approved by the DRC. 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 fronting on the street; and

(g) Frontage. All dwelling houses shall front or present a good frontage on the street on which it is located as shown on the recorded plat unless otherwise approved by the DRC. Dwelling houses located on corner lots shall front or present a good frontage on both streets unless otherwise approved by the DRC. No concrete or concrete blocks shall be exposed on any elevation facing a street.

ARTICLE XIV

Duration of Restrictions

The restrictions set forth shall continue and be binding upon the parties hereto, their heirs, administrators, successors and assigns, for a period of twenty (20) years from date hereof and shall automatically be continued thereafter for successive periods of ten (10) years each, unless the same shall be modified, amended or terminated.

ARTICLE XV

Right to Enforce

The restrictions set forth herein shall run with the land and bind the affected property, the present owners, their heirs, administrators, executors, successors and assigns, and all persons claiming by, through or under them shall be taken to hold, agree and covenant with the owners of said lands, their heirs, administrators, executors, successors and assigns, and with each of them, to conform to and observe said restrictions as to the use of said lands and the construction of improvements thereon. The Association and those persons bound by this Agreement shall have the right to sue for an obtain an injunction, prohibitive or mandatory, to prevent the breach of or to enforce the observance of the provisions hereof or to maintain an ordinary legal action for damage.

The failure of the Association to enforce any of the restrictions herein set forth at the time of its violation shall in no event be deemed to be a waiver of the right to do so thereafter. In the event the Association is the prevailing party in any legal action, it shall be entitled to recover its attorney's fees in such action.

ARTICLE XVI

Dedication of Homesites

The owners of one or more contiguous or adjoining lots susceptible of being used as a single homesite may file with the Association a executed and acknowledge agreement dedicating such lots as one single homesite and renouncing the right ever to erect any more than one residence thereon as to lease, rent or convey the lots separately and upon the same being approved by the Association and the dedication being filed of record in the County in which said property is located; said composite homesite shall thereafter be assessed as one homesite and shall be treated as a single Owner of a Lot; provided that such approval by the Association shall in no way interfere with easements reserved to the Association or a serving utility on or across each of the lots so dedicated.

ARTICLE XVII

Covenants Running With the Land

All of the provisions of this declaration shall be deemed to be covenants running with the land and shall be binding upon the parties hereto and upon their heirs, successors and assigns.

ARTICLE XVIII

May be Modified, Amended or Terminated

This Agreement may be modified, amended, changed or terminated in any particular at any time by the execution and acknowledgment of an appropriate agreement or agreements by a two-thirds vote majority of the Owner Members then subject to the terms of this Agreement and also executed by the Association, which instrument shall be recorded in the office of the Register of Deeds in and for Clay County, Missouri.

ARTICLE XIX

Assignment by the Association

The Association may, with the approval of a majority of its members, by appropriate agreement made expressly for that purpose, assign or convey to any other person or corporation all or any part of the rights, reservations and privileges herein reserved by or granted to it, and upon such agreement or assignment or conveyance being so made, its assigns or grantees may at their option exercise, transfer or assign these rights, or any one or more of them, at any time or times in the same way and manner as though directly reserved by or granted to them or it in this manner as though directly reserved by or granted to them or it in this instrument. Such assignee shall be subject to the same duties, obligations and restrictions as are here imposed upon the Association with respect to such rights, reservations and privileges.

ARTICLE XX

No Personal Liability

No member of the Association Board, officer of the Association, member of the DRC, member of any committee of the Association, whether such committee is specifically described in this Declaration or hereafter created by the Association, or Manager, if any, or the Developer shall be personally liable to any Owner, Member, or to any other party for any damage, loss or prejudice suffered or claimed on account of any act, omission, error, failure to act, or negligence of any such Association Board Member to Developer, officer or committee member of the DRC and, further, neither the DRC nor any member thereof shall be liable to the Association, prejudice suffered by or claimed on account of (a) the approval or disapproval of any plans, drawings or specifications, whether or not defective, (b) the construction or performance of any work upon the property, (c) the execution and filing of any estoppel certificate, whether or not the facts therein are correct, or (d) any other act, action or conduct of such party. Such limitation of liability shall apply in all cases, provided that such person has, on the basis of such information as may be possessed by him, acted in good faith without willful or intentional misconduct.

ARTICLE XXI

To Observe All Laws

The Association shall at all time observe all the State, County, City and other laws, and if at any time any of the provisions of this Agreement shall be found to be in conflict there with, then such parts of this agreement as are in conflict with such laws shall

become null and void, but no other part of this Agreement not in conflict therewith shall be affected thereby.

ARTICLE XXII

Easement In Favor Of Developer

Each Lot shall be subject to a blanket and assignable easement in favor of the Developer until such time as all Lots are conveyed by the Developer to individual Owners, and thereafter shall terminate. Such easement shall be a blanket easement upon, across, over and under all Lots for ingress and egress to the Lots, by the Developer, its invitees and assigns to use in the construction of buildings, streets, and for ingress and egress, installation, replacing, repairing and maintaining utilities, including, but not limited to, water, sewer, telephone, electricity, and gas. Notwithstanding anything to the contrary contained in this paragraph, no sewer, electrical lines, water lines, or other utilities may be installed or relocated on the Properties until approved by the Developer as long as the Developer owns any Lots. In the event that any utility company furnishing a service covered by the general easement herein provided requests a specific easement on any Lot, or any portion thereof, by separate recordable instrument, the Developer while it owns one or more Lots within the subdivision, shall have the right to grant such whether temporary or permanent, easement on said property without conflicting with the terms hereof, regardless of whether or not the Developer owns the affected Lot or Lots. Any and all utility easements granted within the filing of the Plat shall not be affected by the blanket easement granted hereunder.

ARTICLE XXIII

Severability

Each of the various provisions of this Agreement and of the covenants, restrictions, rights, duties and obligations herein created or imposed are each separate and distinct of the others. The invalidity or unenforceability of any part hereof shall not affect the remainder.

IN WITNESS WHEREOF, the undersigned Developer has executed this Declaration the day and year first above written.

BENT OAKS ASSOCIATES,
a Missouri general partnership

By:


John Ferguson, General Partner

BOOK 1906 PAGE 851

AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF BENT OAKS

THIS AMENDMENT is made on this 20th day of March, 1990, by Bent Oaks Associates, a Missouri partnership hereinafter called ("Bent Oaks").

WITNESSETH:

WHEREAS, Bent Oaks filed a Declaration of Covenants, Conditions and Restrictions of Bent Oaks, a subdivision in Liberty, Clay County, Missouri under Document Number G 35740 and recorded in Book 1906 at Page 40 on April 20, 1989 in the Office of the Recorder of Deeds for Clay County, Missouri concerning the real estate described in Exhibit "A" ("Declaration"); and

WHEREAS, a typographical error is contained in the original document under Article V, Section 2 which states "The first general fund assessment shall be \$350,000.00"; and

WHEREAS, it was the intent of Bent Oaks that the first sentence of this section read "The first general fund assessment shall be \$350.00 due yearly"; and

NOW THEREFORE, in order to correct the typographical error contained in the article, Article V, Section 2 is amended as follows:

ARTICLE V

Method of Providing Funds

Section 2. The first general fund assessment shall be \$350.00 due yearly. The amount of the general fund assessment provided for in Section 1 of this Article may be increased not to exceed 25% in any given year from the prior year (excepting the first years assessment which shall not be restricted) by a majority vote of a Quorum of Members at any general meeting or at a special meeting of members; PROVIDED that at least ten days Notice in writing shall be given and such notice set out the reason, the purpose, and the need for the additional assessment. Such increase may be adopted by majority vote a Quorum of Members in attendance in person or by proxy at such meeting.

Except as modified hereby, and only to the extent modification is required, said Declaration shall remain in full force and effect without any other change.

IN WITNESS WHEREOF, undersigned has executed this Amendment the day and year first written above.

BOOK 1962 PAGE 852

BENT OAKS ASSOCIATES,
a Missouri general partnership

By *John H. Ferguson*
John Ferguson, General Partner

STATE OF MISSOURI)
COUNTY OF *St. Louis*) ss:

On this *20th* day of *March*, 1990, before me appeared John Ferguson, to me personally known, who being by me duly sworn did say that he is a general partner of Bent Oaks Associates, a Missouri general partnership, and that the instrument was signed in behalf of the partnership, and John Ferguson, acknowledged the instrument to be the free act and deed of the partnership.

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

Kathleen Vance
Notary Public

My commission expires:

KATHLEEN VANCE
Notary Public - State of Missouri
Commissioned in Hannibal, Mo.
My Commission Expires June 26, 1992



By Mary Mearns
Deputy

STATE OF MISSOURI
CLERK OF COURTY
RECORDS SECTION
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JUN 7 1992

SECOND AMENDMENT TO
DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF BENT OAKS A SUBDIVISION IN
LIBERTY, CLAY COUNTY, MISSOURI

BOOK 2235 PAGE 388

THIS SECOND AMENDMENT TO DECLARATION, made this 10th day of August, A.D.1992, by BENT OAKS ASSOCIATES, a Missouri partnership, hereinafter called "Developer" and BENT OAKS HOMES ASSOCIATION, INC. a Missouri not-for-profit corporation.

WITNESSETH:

WHEREAS, the Developer was the owner of the real property described in Exhibit A of this Amendment to Declaration and did execute and record a Declaration of Covenants, Conditions and Restrictions of Bent Oaks a Subdivision in Liberty, Clay County, Missouri, which was recorded on April 20, 1989, in Book 1906, Page 40, as Document No. G 35740 in the Office of the Recorder of Deeds for Clay County, Missouri;

WHEREAS, the Declaration was amended pursuant to an Amendment dated March 20, 1990, and recorded March 21, 1990, in Book 1962, Page 851, as Document No. G 62300 in the office of the Recorder of Deeds for Clay County, Missouri (the Declaration and the Amendment thereto are hereafter referred to as the "Declaration");

WHEREAS, the Declaration may be modified or amended pursuant to ARTICLE XVIII of the Declaration, and this Amendment has been duly approved by a two-thirds majority of the Owner Members and the Developer and the Association desire to record this Amendment.

NOW, THEREFORE, the Developer and the Association declare as follows:

1. Paragraph (c) of Section 2, Article XIII, dealing with Minimum Size Requirements is hereby deleted and in its place shall be substituted the following:

(c) Minimum Size Requirements. Minimum square footage requirements will be set forth for each phase. The requirements for Phase I, and for each other Phase unless designated differently by a supplemental Declaration are as follows:

(i) Lots 1 through 23, 45, 46, 47, 48, 49, 49A, 50, 51 through 55, 59 and 65, shall contain houses with a minimum square footage of 3,000 square feet of enclosed floor area with 1600 square feet on the first floor;

GWP

(ii) Lots 24 through 44 and Lots 60 through 64, shall contain houses with a minimum square footage of 3,500 square feet of enclosed floor area with 1800 square feet on the first floor;

(iii) All other lots with 2 levels above ground-3000 square feet of enclosed floor area with 1600 square feet on the first floor;

(iv) All other lots with 1 1/2 Story-3000 square feet of enclosed floor area with 1800 square feet on first floor; and

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 areas basements, garages, carports, porches or attics. However, finished lower level living areas on hillside lots may be considered by the DRC.

A residence containing less than the minimum enclosed floor area provided herein may be erected on any said Lots with the recommended approval of the DRC and the written consent of the Board of Directors of the Association, or may be waived in writing by the Developer expressly waiving the restrictions.

2. Paragraph (d) of Section 2, Article XIII, dealing with Garages and Carports is hereby deleted and in its place shall be substituted the following:

(d) Garages and Carports. All garages and carports must be attached to the main dwelling house unless otherwise approved by the DRC. All garages shall be side entry unless the site will not accommodate it, and then it must be approved by the DRC. 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 fronting on the street. All garages shall have a minimum of three (3) car bays, or *2 1/2* the main level of the residence;

3. Except as set forth above, the Declaration shall remain in full force and effect and be binding upon the parties hereto, the Members, the Owners, their heirs, administrators, successors and assigns, and the Properties unless the same shall be modified, amended or terminated.

IN WITNESS WHEREOF, the undersigned have executed this Amendment to Declaration the day and year first above written.

Mary E. Moberly
Deputy

STATE OF MO.
CLAY COUNTY
IDENTIFY INSTR. REC'D
93 JAN - 7 PM 2:24 5
RECORDED
MARY E. MOBERLY
RECORDER OF DEEDS
PAGE# 388

BENT OAKS ASSOCIATES,
a Missouri general partnership

By John H. Ferguson
John Ferguson, General Partner

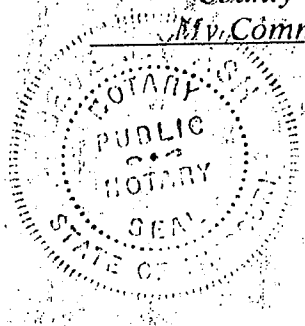
STATE OF MISSOURI)
) SS:
COUNTY OF)

On this 10th day of August, 1992, before me appeared John Ferguson to me personally known, who being by me duly sworn did say that he is the General Partner of Bent Oaks Associates, a Missouri general partnership, and that the instrument was signed in behalf of the partnership, and John Ferguson acknowledged the instrument to be the free act and deed of the partnership.

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

Beverly Ash
Notary Public

My commission expires:
Beverly Ash, Notary Public
County of Clay, State of Missouri
My Commission Expires Jan. 9, 1995



BOOK 2981 PAGE 397

**THIRD AMENDMENT TO
DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF BENT OAKS A SUBDIVISION IN
LIBERTY, CLAY COUNTY, MISSOURI**

THIS THIRD AMENDMENT TO DECLARATION, is made this 25th day of March, 1997, by BENT OAKS HOMES ASSOCIATION, INC., a Missouri not-for-profit corporation.

WITNESSETH:

WHEREAS, the Declaration of Covenants, Conditions and Restrictions of Bent Oaks, a subdivision in Liberty, Clay County, Missouri, which was recorded on April 20, 1989, in Book 1906, Page 40, as Document No. G 35740 in the Office of the Recorder of Deeds for Clay County, Missouri established certain rights and restrictions with respect to owners of lots, tracts of land and living units in Bent Oaks, a subdivision in Liberty, Clay County, Missouri, as more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference; and

WHEREAS, the Declaration was amended pursuant to an Amendment dated March 20, 1990, and recorded March 21, 1990, in Book 1962, Page 851, as Document No. G 62300 in the office of the Recorder of Deeds for Clay County, Missouri; and

WHEREAS, the Declaration was further amended pursuant to a Second Amendment dated August 10, 1992, and recorded June 7, 1993, in Book 2235, Page 388, as Document No. L 75110 in the office of the Recorder of Deeds for Clay County, Missouri (the Declaration and the Amendments thereto are hereafter referred to as the "Declaration"); and

WHEREAS, pursuant to ARTICLE V, Section 2 of the Declaration the annual general fund assessment charged to the members may be increased by a majority of a quorum of members provided that at least ten days written notice of the proposed increase has been provided to the membership; and

WHEREAS, such an increase was approved at the regular annual meeting of the members held on March 25, 1997 by a quorum of members after ten days written notice of the propose increase had been provided to the membership.


NOW THEREFORE, ARTICLE V, Section 2 of the Declaration is hereby amended as follows:

1. Article V, Section 2 shall be amended to hereafter read as follows:

Section 2. The annual general fund assessment shall be \$425.00. The amount of the general fund assessment provided for in Section 1 of this Article may be increased not to exceed 25% in any given year from the prior year by a majority vote of a Quorum of Members at any general meeting or at a special meeting of members; PROVIDED that at least ten days Notice in writing shall be given and such notice must set out the reason, the purpose, and the need for the additional assessment. Such increase may be adopted by a majority vote of a Quorum of Members in attendance in person or by proxy at such meeting.

IN WITNESS WHEREOF, the undersigned has executed this Amendment to Declaration the day and year first above written.

BENT OAKS HOMES ASSOCIATION, INC.,
a Missouri not-for-profit corporation

By 
Bernard J. Rhodes, President

Attest: 
Carole Deyo-Fahl, Secretary

STATE OF MO.
CLAY COUNTY
I CERTIFY INSTR. REC'D
99 MAR 31 A 8:07B
BOOK# 2981 PAGE# 397
ROBERT T. SEVIER
RECORDER OF DEEDS
*By Steve Kennedy,
Deputy*

BOOK 2981 PAGE 399

STATE OF MISSOURI)
)
COUNTY OF) SS:

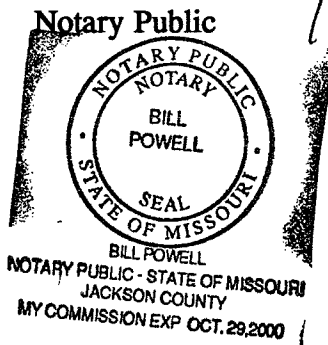
On this 25th day of March, 1997, before me appeared Bernard J. Rhodes to me personally known, who being by me duly sworn did say that he is the President of Bent Oaks Homes Association, Inc., a Missouri not-for-profit corporation, and that the instrument was signed on behalf of the Corporation, and Bernard J. Rhodes acknowledged the instrument to be the free act and deed of the Corporation.

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

Bill Powell

My commission expires:

Oct 29, 2000



BOOK 2981 PAGE 400

STATE OF MISSOURI)
)
) SS:
COUNTY OF)

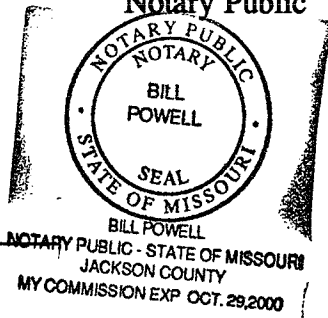
On this 25th day of March, 1997, before me appeared Carole Deyo-Fahl to me personally known, who being by me duly sworn did say that she is the Secretary of Bent Oaks Homes Association, Inc., a Missouri not-for-profit corporation, and that the instrument was signed on behalf of the Corporation, and Carole Deyo-Fahl acknowledged the instrument to be the free act and deed of the Corporation.

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

Bill Powell
Notary Public

My commission expires:

Oct 24 2000



LEGAL DESCRIPTION
BENT OAKS-FIRST PLAT

All that part of the northeast quarter of Section 23, Township 51 north, Range 32 west, in the City of Liberty, Clay County, Missouri described as follows:

Beginning at the southeast corner of said northeast quarter; thence north $89^{\circ} 45' 18''$ west along the south line thereof, a distance of 2544.67 feet to the east right-of-way line of Liberty Drive, as said right-of-way was established by the Missouri State Highway Commission on December 1, 1974; thence northerly, northeasterly, and southeasterly along said east right-of-way line for the next eight courses; thence north $0^{\circ} 29' 18''$ east a distance of 831.88 feet; thence north $14^{\circ} 31' 28''$ east a distance of 103.08 feet; thence north $3^{\circ} 46' 43''$ east a distance of 302.01 feet; thence north $28^{\circ} 11' 19''$ east a distance of 414.85 feet; thence north $24^{\circ} 24' 49''$ east a distance of 158.38 feet; thence south $68^{\circ} 23' 07''$ east a distance of 15.00 feet; thence north $22^{\circ} 16' 38''$ east a distance of 208.85 feet; thence north $39^{\circ} 02' 08''$ east a distance of 225.22 feet; thence north $62^{\circ} 13' 21''$ east a distance of 45.59 feet; thence south $29^{\circ} 21' 38''$ east, departing from said right-of-way line, a distance of 135.00 feet; thence south $63^{\circ} 06' 13''$ east a distance of 350 feet; thence south $12^{\circ} 21' 29''$ west a distance of 260.60 feet; thence south $35^{\circ} 56' 19''$ east a distance of 195.99 feet; thence south $55^{\circ} 54' 02''$ east a distance of 290.68 feet; thence north $38^{\circ} 14' 13''$ east a distance of 278.53 feet; thence north $53^{\circ} 56' 33''$ east a distance of 145.00 feet; thence south $67^{\circ} 07' 53''$ east a distance of 92.20 feet; thence south $10^{\circ} 20' 23''$ west a distance of 260.00 feet; thence south $11^{\circ} 01' 41''$ east a distance of 265.48 feet; thence south $70^{\circ} 08' 54''$ east a distance of 277.68 feet; thence south $41^{\circ} 28' 39''$ east a distance of 378.70 feet; thence south $2^{\circ} 23' 25''$ west a distance of 205 feet; thence south $62^{\circ} 45' 00''$ east a distance of 446.77 feet to the east line of said northeast quarter; thence south $0^{\circ} 34' 34''$ west along said east line a distance of 250.00 feet to the Point of Beginning.

The above contains 3,261,670 square feet, or 74.88 acres, more or less.

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