

Note: These are the only Declarations for Somerset and apply to Somerset only.

I2211P1605

DECLARATIONS OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
CHARLESTON PARK

THIS DECLARATION, made on the date hereinafter set forth by Patterson Peters Land Co. Inc. a Missouri corporation, of the County of Jackson, State of Missouri, hereinafter Referred to as “Declarant,”

WITNESSETH:

WHEREAS, Declarant is the owner of certain property located in the County of Jackson, State of Missouri, more particularly described as:

Lots 1-30, SOMERSET, at CHARLESTON PARK, a subdivision in Jackson County, Missouri, according to the recorded plat thereof.

THESE restrictions shall apply to all lots platted as SOMERSET at CHARLESTON PARK.

WHEREAS, Declarant will convey said properties, subject to certain protective Covenants, conditions, restrictions, reservations, liens and charges as hereinafter set forth;

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, all of which are for the purpose of enhancing and protecting the value, desirability, and attractiveness of the real property. These easements, covenants, restrictions and conditions shall run with the real property and shall be binding on all other parties having or acquiring any right, title or interest in the described properties or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. “Association” shall mean and refer to Charleston Park, its successors and assigns.

Section 2. “Properties” shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

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Section 3. "Common Areas" shall mean all real property owned by the Association for the common use and enjoyment of the members of the Association.

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Areas.

Section 5. "Member" shall mean and refer to every person or entity who holds membership in the Association.

Section 6. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 7. "Declarant" shall mean and refer to Richard Link Construction Co., Inc., a Missouri corporation, its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

ARTICLE II

MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. No Owner shall have more than one membership. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for membership.

ARTICLE III

VOTING RIGHTS

The Association shall have two classes of voting membership:

Class A. Class A members shall be all those Owners as defined in Article II with the exception of the Declarant. Class A members shall be entitled to one vote for each Lot in which they hold the interest required for membership by Article II. When more than one person holds such interest in any Lot, all such persons shall be members. The vote for such Lot shall be

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exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member shall be the Declarant. The Class B member shall be entitled to approval and exercise veto power in conjunction with all votes by the Association's members including all votes by the members of the Association Board of Directors, so long as the Class B membership holds ownership in eleven percent (11 %) of the preliminarily platted subdivision Lots, provided that the Class B membership shall cease and be converted to a Class A membership in the event the Class B membership owns less than eleven percent (11 %) of all preliminarily platted subdivision Lots. Said approval and veto power may be exercised by the President or Secretary of the Declarant.

ARTICLE IV

PROPERTY RIGHTS

Section 1. Member's Easements of Enjoyment. Every member shall have a right and easement of enjoyment in and to the Common Area and such easement shall be appurtenant to and shall pass with the title to every assessed Lot, subject to the following provisions:

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

(b) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by a majority of the members subject to the veto power of the Class B membership, if a Class B membership is then existing.

Section 2. Title to the Common Area. The Declarant hereby covenants for itself, its heirs and assigns, that it will convey fee simple title to the Common Area as platted on recording of said Plat to the Association, free and clear of all encumbrances and liens, upon the sale and conveyance of twenty-five percent (25 %) of each plat planned for sale in conjunction with the real property described herein.

ARTICLE V

COVENANT FOR MAINTENANCE AND ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed of other conveyance is deemed to covenant and agree to pay the Association an annual assessment or charge for purposes of maintenance of the Common Area. The annual assessment and any special assessment together with such interest thereon and cost of collection thereof as hereinafter provided shall be a charge on the land and shall be a continuing lien upon the property against which each assessment is made. Each such assessment, together with such interest, late fees, cost and reasonable attorney's fees shall also be the personal obligation of the person who is the owner of such property at the time when the assessment fell due. The personal obligation shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessment. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents in the properties, and in particular, for improvement and maintenance of Common Areas, including, but not limited to, payment of taxes and insurance on the common area, repairs to, replacement of, and additions to the Common Areas, and for the cost of labor, equipment, materials, and supervision of the Common Areas.

Section 3. Basis of Annual Assessments. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the annual assessment shall be as follows:

- (a) Twenty- five and no/100 Dollars (\$25.00) per year for any Level 1 subdivision lot.
- (b) Thirty-five and no/100 Dollars (\$35.00) per year for any Level 2 subdivision lot.
- (c) Fifty and no/100 Dollars (\$50.00) per year for any Level 3 subdivision lot.
- (d) Fifty and no/100 Dollars (\$50.00) per year for every commercial lot of 12,000 square feet of land area.

For purposes of the assessments set forth in Section 3 above, the following definitions pertain to Levels 1, 2, and 3 of lot ownership.

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- (a) Level 1 homes are defined by minimum specifications on page 8.
- (b) Level 2 homes are defined by minimum specifications on page 8.
- (c) Level 3 homes are defined by minimum specifications on page 8.

From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased effective January 1 of each year provided that such change shall have the assent of a majority of votes of the Association Board of Directors subject to the approval of the Class B member, if a Class B membership is then existing.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy any assessment year, a Special Assessment applicable to that year only, for purposes of defraying, in whole or in part, costs of any construction, reconstruction, repair or replacement of a capital improvement upon the common area, including fixtures, personal property related thereto, or purchases of additional Common Areas, provided that any such assessments shall have the assent of 2/3 of the votes of the members who are voting in person or by proxy at a meeting duly called for this purpose, which written notice shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting. At any such meeting, the presence of members or proxies entitled to cast sixty percent (60%) of all votes which can be cast shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirements as set forth herein.

Section 5. Date of Commencement of Assessments. The assessments provided for herein shall commence as to all platted lots on the first day of the month following conveyance of the Common Areas pertaining to said plat to the Association. Written notice of the assessment shall be sent to every Owner subject thereto.

Section 6. Effect of Nonpayment or Assessments: Remedies of the Association. Any assessments, general or special, which are not paid when due shall be delinquent. If the assessment is not paid within sixty (60) days after the due date, the assessment shall bear a late fee of Ten and no/100 Dollars (\$10.00) per month, and interest from the date of delinquency at the rate of eighteen percent (18 %) per annum until paid in full, and the Association may bring an action at law against the Owner personally obligated to pay the same, and in addition

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foreclose the lien against the property. Said lien may be foreclosed by an action brought in the name of the Board of Directors of the Association and their successors in office acting on behalf of all Association members in like manner as a mortgage of real property as provided in Sections 443.190, - 443.310 R.S.Mo. Members of the Board of Directors and their successors in office acting on behalf of the Association owners through an appointed representative shall have the power to bid any interest so foreclosed at the foreclosure sale and to acquire and hold, lease, mortgage, and convey the same. Any recovery obtained by the Board of Directors of the Association as a result of the foreclosure action, or any monies obtained through acquisition, sale, or lease of the aforesaid shall be first applied to the expense of such foreclosure sale or lease and then to any unpaid assessments, expenses, fees, or late charges accrued pursuant to these Declarations, and any other lawful charges due and owing to the Association from the Owner. Interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner shall waive or otherwise escape liability for the assessments provided for here in for non-use of Common Areas or abandonment of his Lot.

Section 7. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot which is subject to any mortgage, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to payments thereof which became 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.

ARTICLE VI

ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made including exterior color, until the plans and specifications showing the nature, color, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external appearance, design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural

committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within seven (7) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE VII

EXTERIOR MAINTENANCE

In the event a need for maintenance or repairs is caused through the willful or negligent act of an Owner, his family or guest or invitees, the cost of such maintenance which shall include but not be limited to paint, repair, replace, care of roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks and other exterior improvement but shall not include glass surfaces, may be assessed against the Owner if such maintenance or repairs are implemented by the Association and if so assessed shall be added to and become a part of the assessment to which the Lot is subject.

ARTICLE VIII

USE AND OCCUPANCY RESTRICTIONS

Section 1. Protective Covenants.

(a) Residential Use. All property in this classification shall be used, improved and devoted exclusively to residential use. Nothing herein shall be deemed to prevent the owner from leasing a living unit to a single family, subject to all provisions of this declaration. Declarant, however, may maintain sales offices, management offices, and model homes, provided that not more than one (1) sales office and one (1) management office shall be maintained at anyone time.

(b) Nuisances. No nuisance shall be permitted to exist or operate upon any property so as to be detrimental to any other property in the vicinity thereof or to its occupants.

(c) Restriction on Further Subdivision. No Lot upon which a living unit has been constructed shall be further subdivided or separated into smaller lots by any Owner, and no portion less than all of such Lot, nor any easement or other interest therein shall be conveyed or transferred by an Owner.

(d) Other Restrictions.

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1) No residences shall be erected on any platted subdivision Lot or upon any property legally described herein having less than the following square footage pertaining to the Levels as designated and defined in Article V, Section 6 hereof, and roof construction standards shall be maintained as follows:

Level 1 - One Thousand One Hundred (1,100) square feet above ground with a minimum two-car garage AND

Level 1 - GAP Woodline Weather Grey 25-year warranted roofing, with roof breaks and gable construction; masonry on front, thermal break aluminum C-500 Columbia windows or approved equivalent windows.

Level 2 - One Thousand Four Hundred (1,400) square foot ranch with attached two-car garage OR

Level 2 - One Thousand Six Hundred (1,600) square feet multi-story with attached 2-car garage OR

Level 2 - One Thousand Six Hundred (1,600) square foot ranch or split-level with 2-car basement garage AND

Level 2 - Timberline 30-year warranted roofing or approved equivalent in weather grey color with precolored metal valleys Level 2 - Homes constructed with wood - Double glazed windows

Level 3 - One Thousand Seven Hundred (1,700) square foot ranch with 2-car attached garage OR

Level 3 - Two Thousand (2,000) square foot multi-story with 2-car attached garage OR

Level 3 - Two Thousand Five Hundred (2,500) square foot multi-story with basement garage AND

Level 3 - Timberline 40-year ULTRA warranted roofing or equivalent in weather grey color with precolored metal valleys

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3) No structure of a temporary character or any house trailer, mobile home, basement, tent, shack, detached garage, or outbuilding shall be permitted to placed upon said property.

4) No animals, livestock or poultry of any kind shall be raised, bred, or kept on any Lot or other tract of land, or in the Common Areas except dogs, cats or other household pets may be kept in residential areas, provided that they are not kept, bred or maintained for any commercial purposes. No more than two domestic pets shall be kept in any

home. No pets shall be staked in the Common Areas. All pets shall be kept on a leash when outside the home.

5) No trucks or commercial vehicles, boats, house trailers, motor homes, recreational vehicles, campers inoperable motor vehicles, boat trailers, and trailers of every other description shall be permitted to be parked or to be stored on the Properties or outside any Lot improvement without the express approval of the Association, except only during periods of approved construction on the Properties. 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. Any automobile or other vehicle belonging to the Owner shall be kept and stored in the garage rather than in the driveways or on the streets, and no cars, trucks, or other vehicles may be parked overnight on any street.

6) All garages shall be kept clean and uncluttered as much as practicable to preserve the appearance of the Properties,

7) Owners shall not cause or permit anything to be hung or displayed on the outside of windows or placed on the outside walls of a building, and no sign, awning, canopy, shutter, radio or television antenna or satellite dish shall be affixed to or placed upon the exterior walls or roof or any part thereof, without the prior consent of the Association. In addition, no satellite dishes or any other types of antenna shall be installed on or about any platted subdivision Lot or on any Common Areas.

8) No noxious or offensive activity shall be carried on on any Lot or in the Common Areas, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other owners or occupants. The noise level within any home shall never be so great as to disturb the owners or occupants of any other home.

9) No clothes, sheets, blankets, laundry of any kind or other articles shall be hung out or exposed on any Lot or on the exterior of any home or any part of the Common Areas. The exterior area of any Lot and the Common Areas shall be kept free and clear of rubbish, debris and other unsightly materials.

10) There shall be no parking of baby carriages or playpens, bicycles, wagons, toys, vehicles, charcoal burners or other outdoor cooking devices, benches or chairs, nor any other similar items on any part of the Common Areas, nor shall any such items be stored

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exposed to public view on the exterior area of any home. Balconies, decks and patio areas shall be used only for their intended purposes.

11) No fences or barricades shall be installed in the Common Areas except as approved by the Association.

12) No industry, business, trade, occupation or profession of any kind, commercial, religious, educational or otherwise, shall be conducted, maintained, or permitted on any part of the Properties provided, however, that this provision shall not be construed to prevent the use of any home for a home office or studio so long as such use shall not interfere with the quiet enjoyment or comfort of any other owner or occupant.

13) No automotive repair or rebuilding or any other form of automotive manufacture, whether for hire or otherwise, shall occur on the Properties.

14) All residential structures must be constructed pursuant to Levels 1, 2, and 3 standards, together with other materials approved by the Home Owners Association Board of Directors and the Class B member, if any, with no composition roofs being permitted or subject to any approval.

15) No trees may be removed from any property described herein without the approval of the Association Board of Directors and the Class B member, if any.

16) All Lots are to be fully sodded with grass unless a specific alternate request is submitted to and approved by the Architectural Committee for seeding by a professional lawn seeder contractor. Front foundation plantings shall be completed prior to occupancy.

17) No fences shall be erected on any platted Lots or on any of the common areas without the approval of the Association Board of Directors and the Class B member, if any. Such approval shall be based upon standards of general appearance and the necessity of preserving all walkway easements of record.

18) All fireplaces shall be masonry or zero clearance, built to match, or compatible with siding, full width from top to bottom, and a low profile rectangular top.

(e) Upon conveyance of the first Lot to an Owner, the Architectural Control Committee shall adopt general rules to implement purposes sets forth under Article VI, designated "Architectural Control" and shall adopt general rules interpreting the covenants and restrictions contained herein including but not limited to rules regulating animals, trash containers, planting

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maintenance and removal of vegetation on the Properties. Such general rules may be amended by a two-thirds (2/3) vote of the Board of Directors of the Home Owners Association following a public hearing with due notice to all members of the Home Owners Association and subject to approval of the Class B member, if any. General rules may be amended by a two-thirds (2/3) vote of the Architectural Review Board following a public hearing which due notice has been provided pursuant to an affirmative vote of two-thirds (2/3) of the Board of Directors all of which rules shall be subject to approval of the Declarant as long as the Declarant is the Owner of three (3) Lots of the subdivision.

(f) Each Owner shall keep all Lots owned by him and all improvements thereon in good order and repair, and free of debris, including but not limited to seeding, watering and mowing of all lawns; pruning and cutting of all trees and shrubbery and painting (or other appropriate external care) of all buildings and other improvements, all in a manner and such frequency as consistent with good property management. In the event the Owner of any Lot in the Properties shall fail to maintain the premises and improvements situated thereon, the Board of Directors shall have the right through its employees or agents to enter upon said Lot, correct or repair, maintain or restore said Lot and the exterior of any buildings or other improvements erected thereon. All costs related to such corrections or repairs shall be added to and become an assessment against said Lot as provided for herein.

ARTICLE IX

EASEMENTS

Easements for installation and maintenance of utilities and drainage facilities are and will be reserved by Declarant and dedicated to public utilities as shown on the recorded plats 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 or flow of drainage channels in the easements, or which may obstruct or retain the flow of water through drainage channels in the easements. The easement area of each Lot and tract of land and all improvements in it shall be maintained continuously by the Owner of the land, except for those improvements for which a public authority or utility company is responsible.

ARTICLE X

GENERAL PROVISIONS

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

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

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years. The covenants and restrictions of this Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90 %) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be properly recorded.

Section 4. Approval by Class B Member. As long as there is a Class B membership, the following actions, which are in addition to the those as are set forth herein, will require prior approval of said Class B member:

- (a) Annexation of additional Propenies;
- (b) Dedication of Common Areas;
- (c) Amendment of this Declaration of Covenants, Conditions and Restrictions.

Section 5. These restrictions hereby encompass by reference as if fully stated the license laws of the City of Lee's Summit as they now exist and may be from time to time amended.

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IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 6th day of February, 1992, for purposes of adopting and recording these Declarations of Covenants, Conditions and Restrictions of Charleston Park in the Office of the Recorder of Deeds of Jackson County, Missouri at Independence for purposes of the same being filed by the owner of record.

PATTERSON PETERS LAND CO. INC.
A Missouri Corporation, Declarant
JOHN E. PETERS, President

Sandra C. Patterson
Secretary

State of Missouri)
) ss.
County of Jackson)

On this 6th day of February, 1992, before me, the undersigned, a Notary Public in and for said state, personally appeared John E. Peters, President of Patterson Peters Land Co. Inc., a Missouri corporation, known to me to be the person who executed the within Declarations of Covenants, Conditions and Restrictions of Charleston Park in behalf of said corporation and acknowledged to me that he executed the same for the purposes therein stated.

Notary Public, Rosa H. Cloyd

My Commission Expires, September 27, 1993