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Robert T. Kelly, Director, Recorder Of Deeds

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Title of Document:

**DECLARATION OF PROTECTIVE  
COVENANTS OF SUMMIT VIEW FARMS**

Date of Document:

May 31, 2017

Declarant / Property Owner:

Summit View Farms Development Group, LLC,  
a Missouri Limited Liability Company

Legal Description of Property:

Summit View Farms, 1st Plat, Lots 1 through 50,  
tracts A through E, according to the recorded plat  
thereof

**DECLARATION OF PROTECTIVE COVENANTS  
OF  
SUMMIT VIEW FARMS**

**WHEREAS, SUMMIT VIEW FARMS DEVELOPMENT GROUP, LLC**, a Missouri Limited Liability Company ("Developer" or "Declarant"), is now the owner of all the property platted as Summit View Farms, 1st Plat, a subdivision in Lee's Summit, Jackson County, Missouri, according to the recorded plat thereof (consisting of Lots 1 through 50 inclusive, and tracts A-E inclusive), now desires to place certain protective restrictions and reservations on all of said property, for the use and benefit of the present owner, and for its future grantees, heirs, successors and assigns;

**NOW, THEREFORE**, in consideration of the premises, the said SUMMIT VIEW FARMS DEVELOPMENT GROUP, LLC for itself, its successors and assigns, and its future grantees, does hereby declare that all of said land shall be and is hereby restricted as to its use in the manner hereinafter set forth:

1. Definitions. For purposes of this Declaration, the following definitions shall apply:

(a) "Approving Party" means (i) prior to the recording of the Certificate of Substantial Completion, the Developer (or its designees from time to time) and (ii) subsequent to the recording of the Certificate of Substantial Completion, the Board (or with respect to Exterior Structures and other matters assigned to it, the Architectural Committee).

(b) "Board" means the Board of Directors of the Homes Association.

(c) "Certificate of Substantial Completion" means a certificate executed, acknowledged and recorded by the Developer with the Recording Office stating that all of the Lots in the Subdivision (as then contemplated by the Developer) have been sold by the Developer and the residences to be constructed thereon are substantially completed; provided, however, that the Developer may execute and record a Certificate of Substantial Completion or similar instrument in lieu thereof in Developer's absolute discretion at any earlier time and for any limited purpose hereunder. The execution or recording of a Certificate of Substantial Completion shall not, by itself, constitute an assignment of any of the Developer's rights to the Homes Association or any other person or entity.

(d) "City" means the city of Kansas City, Missouri and/or Lee's Summit, Missouri.

(e) "Common Areas" or "Common Properties" means (i) the Green Areas, (ii) the Stream Corridor, (iii) any entrances, monuments, berms, street islands, and other similar ornamental areas and related utilities, lights, sprinkler systems and landscaping constructed or installed by or for the Developer or the Homes Association at or near the entrance of any street or along any street, and any easements related thereto, in or to the Subdivision, (iv) all landscape easements that may be granted to the Developer and for the Homes Association (whether inside or outside of the Subdivision), for the use, benefit and enjoyment of all owners within the Subdivision, and (v) all other similar areas and places,

together with all improvements thereon and thereto, the use, benefit or enjoyment of which is intended for all of the owners within the Subdivision.

(f) "Declaration" means this instrument, as the same may be amended, supplemented or modified from time to time.

(g) "District" shall mean and refer to all of the Lots shown on the recorded Plat(s) of Summit View Farms, and such additions thereto as may hereafter be brought within the jurisdiction of the Association which are subject to this Declaration or any Supplemental Declaration or document prepared pursuant to this Declaration. If or when other land shall, in the manner hereinafter provided, be added to that described above, then the term "District" shall thereafter mean all land which shall from time to time be subjected to the terms of this Declaration and subsequent Declarations or agreements including any further modifications thereof. The Developer/Declarant may add additional land to the District to be subject to these Declarations of Restrictions of Summit View Farms.

(h) "Exterior Structure" means any structure erected or maintained or proposed to be erected or maintained on a Lot other than the main residential structure or any structural component thereof, and shall include, without limitation, any deck, gazebo, greenhouse, doghouse, outbuilding, fence, patio wall, privacy screen, boundary wall, bridge, patio enclosure, sport court, tennis court, paddle tennis court, swimming pool, hot tub, pond, basketball goal, flag pole, antennae, swingset, jungle gym, trampoline, sand box, playhouse, treehouse, batting cage, or other recreational or play structure, and all exterior sculptures, statuary, fountains, and similar yard decor.

(i) "Green Areas" means Lots 1-50, and Tracts A-E, SUMMIT VIEW FARMS, 1<sup>ST</sup> PLAT, a subdivision in Lee's Summit, Jackson County, Missouri, and all similar areas that may be platted in the Subdivision as a tract and not for use as a residential lot (as they may be subsequently replatted and/or configured).

(j) "Property Owners Association" or "Association" or "Homes Association" shall mean and refer to the Summit View Farms Property Owners Association, a Missouri Not-for-Profit Corporation, incorporated on May 5, 2006.

(k) "Lot" means any lot as shown as a separate lot on any recorded plat of all or part of the Subdivision; provided, however, that if an Owner, other than the Developer, owns adjacent lots (or parts thereof) upon which only one residence has been, is being, or will be erected, then such adjacent property under common ownership shall be deemed to constitute only one "Lot."

(l) "Owner" means the record owner(s) of title to any Lot, including the Developer, and for purposes for all obligations of the Owner hereunder, shall include, where appropriate, all family members and tenants of such Owner and all of their guests and invitees.

(m) "Stream Corridor" means the stream and adjacent land that constitute part of Subdivision and set aside as a "stream corridor", in accordance with the City ordinances, and all similar areas as may be specified by Developer in an amendment or supplement to this Declaration.

(n) "Subdivision" means all of the above-described lots in Summit View Farms, all Common Areas, and all additional property which hereafter may be made subject to this Declaration in the manner provided herein.

(o) "Turnover Date" means the earlier of: (i) the date as of which 95% of all of the Lots in the Subdivision (as then contemplated by the Developer) have been sold by the Developer and the residences have been constructed thereon, or (ii) the date the Developer, in its absolute discretion, selects as the Turnover Date for all or any specific portion of this Declaration.

2. No lots or tracts or any parts thereof shall be used except for single family residential purposes, except, however, that nothing contained in this instrument shall be applicable to or in anywise be construed to prohibit, limit or affect the erection and maintenance upon any lot or lots or part thereof of any duplexes or mold-family dwellings, churches, or public or parochial schools, except that Developer or its designated successor as herein provided, reserves the right to approve the location, building plans and specifications of any such structure as provided in paragraph 4 hereof. No residential building of dwelling shall be erected, altered, placed or permitted to remain on any lot or any part of any lot or lots other than dwellings not to exceed two (2) stories in height with a private three (3) car garage and garage must be either attached to the dwelling or a basement garage. Other than the main residential structure or any structural component thereof, no trailer, basement, tent, shack, garage, outbuilding or other Exterior Structure shall at any time be used for human habitation, temporarily or permanently; nor shall any residence of a temporary character be erected, moved onto or maintained upon any of the Lots or any Common Properties or used for human habitation; provided, however, that nothing herein shall prevent Developer or others (including, without limitation, builders and real estate brokerage companies) authorized by the Developer from using trailers or temporary buildings or structures or any residence for model, office, sales or storage purposes during the development and build out of the Subdivision.

3. All wood exteriors, except roofs, shall be covered with paint, stain or preservatives. No building 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 such damage condition longer than three (3) months.

4. No air conditioning apparatus or unsightly projection shall be attached or affixed to the front of any residence.

5. Chimneys on exterior walls may not be cantilevered and must have a foundation wall underneath. No metal or other pipe shall be exposed on the exterior of any fireplace or fireplace flue (other than a minimal amount of exterior metal or piping from a direct vent fireplace). All fireplace flues in chimneys shall be capped with a black or color-conforming metal rain cap.

6. Except as otherwise permitted by Developer in writing, all residences shall have a house number plate in the style(s) approved by Developer, which plate shall be located adjacent to the front door or, where not practical, at another location approved by the Developer.

7. All driveways and sidewalks shall be concrete, patterned concrete, brominate, interlocking pavers, brick or other permanent stone finishes. Crushed gravel, asphalt and natural

driveways and sidewalks are prohibited. No driveway shall be constructed in a manner as to permit access to a street across a rear property line.

8. In the event individual mailboxes are required by the US. Post Office, the Developer shall establish one standard mailbox and mailbox post.

9. No fuel storage tank shall be erected above the surface of the ground.

10. No construction shall be started on any building until the complete plans and specifications therefore have been submitted and approved in writing by Developer or its successor in interest specifically granted said power by it (such grant to appear by instrument filed for record in the Office of the Recorder of Deeds of Jackson County, Missouri), and no building shall be moved onto any of said property without such written approval. If written objections to such construction plans are not made to the person who submitted the same within thirty (30) days after their receipt by Developer such plans shall be deemed to have been approved. Irrespective of anything contained herein to the contrary, Developer shall not be liable for any damages or delays of any nature or description arising from or relating to the foregoing provisions. All single family residential buildings must conform to the following standards: The floor living area of a single-family dwelling with attached garage, and exclusive of any attached garage, porches or breezeways and less than two (2) stories, shall be not less than 1,650 square feet. The floor living area of a single-family dwelling less than two (2) stories, without an attached garage, shall be not less than 1400 square feet. Any two (2) story family dwelling shall be not less than 1,000 square feet of the first floor. Any one and a half (1 1/2) story family dwelling shall be not less than 1,400 squared feet of the first floor. No residential dwelling shall have a flattop roof, and the roof of all dwellings shall be covered with a minimum 30-year Timberline Style Weatherwood shingles or equivalent.

11. Buildings or Uses Other Than for Residential Purposes; Noxious Activities; Miscellaneous.

(a) Except as otherwise provided in Section 2 above, no residence or Exterior Structure, or any portion thereof, shall ever be placed, erected or used for business, professional, trade or commercial purposes on any Lot; provided, however, that (i) no day care center shall be operated on any Lot, and (ii) this restriction shall not prevent an Owner or occupant from maintaining an office area or operating a home-business occupation (other than a day care center) in his residence in accordance with the applicable ordinances of the City so long as the residential character of the area is maintained.

(b) No illegal, noxious or offensive activity shall be carried on with respect to any Lot; nor shall any trash, ashes or other refuse be thrown, placed or dumped upon any Lot or Common Area; nor shall anything be done which may be or become an annoyance or a nuisance to the Subdivision, or any part thereof. Each Owner shall properly maintain his Lot in a neat, clean and orderly fashion. Each residence and Exterior Structure on a Lot (including, without limitation, any fence that may have been installed by or for the Developer) shall be kept and maintained by the Owner in good condition and repair at all times. Each residence exterior shall be repainted by the Owner every five years or less, as needed. Any exterior color change must be approved in advance in accordance with Section 5(b).

(c) Unlicensed or inoperative motor vehicles are prohibited, except in an enclosed garage.

(d) Overnight parking of motor vehicles, boat or other trailers, or similar apparatus of any type or character in public streets, Common Areas or vacant lots is prohibited. Motor vehicles shall be parked overnight in garages or on paved driveways only. Except as provided in subsection (f) below, no vehicle (other than an operable passenger automobile, passenger van or small truck), commercial truck or van, bus, boat, jet-ski, trailer, camper, mobile home, or similar apparatus shall be left or stored over night on any Lot, except in an enclosed garage.

(e) Trucks or commercial vehicles with gross vehicle weight of 12,000 pounds or over are prohibited in the Subdivision except during such limited time as such truck or vehicle is actually being used in the Subdivision during normal working hours for its specific purpose.

(f) Recreational motor vehicles of any type or character are prohibited except:

- i. When stored in an enclosed garage;
- ii. Temporary parking on the driveway for the purpose of loading and unloading (maximum of one overnight every 14 days); or
- iii. With prior written approval of the Approving Party.

(g) No television, radio, citizens' band, short wave or other antenna, satellite dish (in excess of 39 inches in diameter as provided below), solar panel, clothes line or pole, or other unsightly projection shall be attached to the exterior of any residence or Exterior Structure or erected in any yard. Should any part or all of the restriction set forth in the preceding sentence be unenforceable because it violates a statute or the First Amendment or any other provision of the United States Constitution, the Approving Party shall have the right to establish rules and regulations regarding the location, size, landscaping and other aesthetic aspects of such projections so as to reasonably control the impact of such projections on the Subdivision, and all parts thereof, and any such rules and regulations shall be binding upon all of the Lots. Notwithstanding any provision in this Declaration to the contrary, small satellite dishes (maximum 39 inches in diameter) may be installed, with the prior written consent and in accordance with the requirements of the Approving Party, so as to render the installation as inoffensive as possible to other Owners.

(h) No artificial flowers, trees or other vegetation shall be permitted on the exterior of any residence or in the yard.

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

(j) No garage sales, sample sales or similar activities shall be held within the Subdivision without the prior written consent of the Homes Association.

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

(l) All residential service utilities shall be underground, except with the approval of the Developer.

(m) In the event of vandalism, fire, Windstorm or other damage, no residence or Exterior Structure shall be permitted by the Owner to remain in damaged condition for longer than three months (except with the specific written consent of the Approving Party).

(n) No shed, barn, detached garage or other storage facility shall be erected upon, moved onto or maintained upon any Lot. Storage shall be permitted under a deck provided such area is screened with materials and in the manner approved by the Approving Party as otherwise authorized herein.

(o) No outside fuel storage tanks of any kind shall be permitted (except standard propane tanks for outdoor grills).

(p) Except for signs erected by or for the Developer or its approved real estate brokerage company for the Subdivision, no sign, advertisement or billboard may be erected or maintained on any Lot, except that:

- i. One sign not more than three feet high or three feet wide may be maintained offering the residence for sale. For newly constructed homes offered for sale, only a real estate brokerage company sign (which may include a rider identifying the builder), and not also a separate sign for the builder, may be used if a real estate brokerage company is involved.
- ii. One garage sale sign not more than three feet high or three feet wide is permitted on the Lot when a permitted garage sale is being held, provided such signs are erected in accordance with City code and are installed no more than two hours before the start of the sale and are removed within two hours after the close of the sale.
- iii. One political sign per candidate or issue not more than three feet high or three feet wide is permitted on the Lot for up to three weeks before the election but must be removed within 24 hours after the election.

No signs offering a residence for lease or rent shall be allowed in the Subdivision. Without limiting the foregoing, no sign shall be permitted which (i) describes the condition of the residence or the Lot, (ii) describes, maligns, or refers to the reputation, character or building practices of Developer, any builder, or any other Owner, or (iii) discourages or otherwise impacts or attempts to impact a party's decision to acquire a Lot or residence in the Subdivision. In the event of a violation of the foregoing provisions, the Developer and/or the Association shall be entitled to remove any such offending sign, and in so doing, shall not be subjected to any liability for trespass, violation of constitutional rights, or otherwise.

(q) No sign (other than community marketing signs approved by the Developer) shall be placed or maintained in any Common Area without the approval of the Approving Party.

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

(s) Garage doors shall remain closed at all times except when necessary for ingress and egress.

(t) No residence or part thereof shall be rented or used for transient or hotel purposes, which is defined as: (i) rental of less than one month duration or under which occupants are provided customary hotel services such as room service for food and beverages, maid service, and similar services; or (ii) rental to roomers or boarders, (i.e., rental to one or more persons of a portion of a residence only). No lease may be of less than an entire residence. Each lease shall be in writing, shall require that the tenant and other occupants acknowledge the existence of this Declaration and agree to comply with all provisions of this Declaration, shall provide that the lease shall be subject in all respects to the provisions of this Declaration and to the rules and regulations promulgated from time to time by the Board, and shall provide that the failure by the tenant to comply with the terms of this Declaration or such rules and regulations shall be a default under the lease. In the event a tenant fails to comply with the terms of this Declaration or such rules and regulations, the Owner shall, if so directed by the Board, terminate the lease and evict the tenant. Prior to the commencement of the term of a lease, the Owner shall notify the Board, in writing, of the name or names of the tenant or tenants and the time during which the lease term shall be in effect. Notwithstanding the existence of a lease, the Owner shall remain liable for all obligations under this Declaration with respect to the Lot and the improvements thereon and the use thereof and the Common Areas and the Owner shall cause the rented property to be maintained to the same general condition and standards as then prevailing for the Owner-occupied residences in the Subdivision.

(u) The Developer and the Homes Association may enforce the foregoing restrictions and other provisions of this Declaration by establishing and levying fines and other enforcement charges, having vehicles, trailers or other apparatus towed away at the Owner's expense, or taking such other lawful actions as it, in its sole discretion, deems appropriate.

12. No business structure shall be erected or business or profession or any nature conducted on the land herein described, nor shall anything be done thereon which may in the opinion of Developer or its successor in interest designated as provided for in paragraph 4, hereof, be deemed a nuisance to the neighborhood.

13. No fencing shall be permitted on any lot unless the same is of a type commonly known as ornamental yard fence, constructed of black steel, black stainless steel, or black aluminum, and no fencing shall extend nearer to the front street than the rear foundation line or the dwelling for which the fencing is constructed. The only exception to this will be to avoid a disjointed fence between two adjacent dwellings who's rear foundation line of the dwelling closest to the street. On the end of the foundation line of the dwelling for which the fence is constructed except for an extension to accommodate a gate. This gate must be constructed parallel to the rear foundation line of the dwelling and it is to be less than or equal to four (4) feet wide. Fences are subject to modification on future plats. Variances to this section may be granted upon written approval by Developer and subject to city ordinances.

14. No lot owner, tenant, licensee, nor invitee of any lot owner, shall park nor permit the parking of any motor vehicle overnight on any street in the subdivision.

15. No truck or motor vehicle type truck exceeding a 3/4 ton truck or other machinery shall remain parked outside of a residence garage overnight provided that a boat, motor home, trailer, detached camper body, house trailer or camper trailer of any type may be parked on any lot or tract for a period not to exceed 72 hours during any seven (7) consecutive days.

16. No noxious or offensive activity shall be carried on, nor shall anything be done which may be or may become an annoyance or nuisance to the neighborhood.

17. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats or other household pets may be kept on such lot, provided that (a) they are not kept, bred, or maintained for any commercial purpose, (b) they do not constitute a nuisance and (c) the City ordinances and other applicable laws are satisfied. All pets shall be confined to the Lot of the Owner except when on a leash controlled by a responsible person. Owners shall immediately clean up after their pets on all streets, Common Areas and Lots owned by others.

18. Lawns, Landscaping and Gardens. Within 60 days after the issuance of any permanent or temporary certificate of occupancy for the residence, all lawns, including all areas between each residence and any adjacent street, regardless of the existence and location of any fence, monument, boundary wall, berm, sidewalk or right-of-way line, shall be fully sodded and shall remain fully sodded at all times thereafter; provided, however, that the Owner of a Lot may leave a portion of the Lot as a natural area with the express written permission of the Approving Party and no Owner shall sod any Common Area. No lawn shall be planted with zoysia or buffalo grass.

Within 60 days after the issuance of any permanent or temporary certificate of occupancy for the residence, the Owner thereof shall landscape the Lot to the same standards as that generally prevailing throughout the Subdivision (which shall include, but not be limited to, a minimum expenditure of \$1,000.00 on foundation plantings in the front yard, plus at least one hardwood tree of two inch or more caliper in the front yard (in addition to any trees planted by the Developer)). All landscaping shall be installed in accordance with the landscaping plans approved by the Developer.

To the extent any of the foregoing items are not completed prior to occupancy, the Owner shall escrow funds, in an amount (if any) and manner determined by the Developer, to assure such installation when weather permits.

All vegetable gardens shall be located behind the rear corners of the residence (as determined by the Approving Party) and at least five feet away from the boundary of the Lot. No vegetable garden(s) shall exceed 100 square feet in size on any Lot, except with the prior written consent of the Approving Party. The lawn of each Lot shall be kept in good condition at all times and uniformly mowed and clipped with a length of grass not to exceed four inches.

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

19. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on recorded plat, or as reflected in the records of the Recorder of Deeds of

Jackson County, Missouri. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of 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 easement area of each lot or tract and all improvements in it shall be maintained continuously by the owner of the lot or tract, except for those improvements for which a public authority or utility company is responsible.

20. Easements for Public Utilities; Drainage; Maintenance. The Developer shall have, and does hereby reserve, the right to locate, erect, construct, maintain and use, or authorize the location, erection, construction, maintenance and use of drains, pipelines, sanitary and storm sewers, gas and water lines, electric and telephone lines, television cables and other utilities, and to give or grant rights-of-way or easements therefor, over, under, upon and through all easements and rights-of-way of record or shown on any recorded plat of the Subdivision or any Common Area. All utility easements and rights-of-way shall inure to the benefit of all utility companies, governmental authorities, the Developer and the Homes Association, for purposes of installing, maintaining or moving any utility lines or services and shall inure to the benefit of the Developer, all Owners and the Homes Association as a cross easement for utility line service and maintenance.

The Developer shall have and does hereby reserve for itself and its successors and assigns and the Homes Association and its successors and assigns an easement over and through all unimproved portions of each Lot in the Subdivision for the purpose of performing the powers and duties of the Homes Association and maintaining any Common Area. The Developer shall have the right to execute and record, at any time, an easement with respect to specific areas utilized as provided above.

The Developer and the Homes Association, through its authorized representative(s), may at any reasonable time enter any Lot, without being deemed guilty of trespass, for the purpose of inspecting the Lot and any improvements thereon to ascertain any compliance or noncompliance with the requirements and terms of this Declaration and/or any plans approved hereunder.

Developer and the builder of the residence on the Lot shall have reasonable access to each Lot for the purpose of inspecting and maintaining erosion control devices until final stabilization of the full Lot is achieved by sodding and landscaping. No Owner shall prevent or inhibit the Developer's or the builder's reasonable access for such purpose and no Owner shall remove or damage any erosion control devices installed by the Developer or the builder. Each Owner shall notify the builder and the Developer of any damage to such erosion control devices.

In the event any easement rights granted in this Section are exercised with respect to any Lot, the party so exercising such easement rights shall exercise the same in a reasonable manner so as to minimize all adverse effects on the Owners and shall promptly repair any damages to such Lot resulting from the exercise of such easement rights and restore the Lot to as near the original condition as possible.

No water from any roof, downspout, sump pump, perimeter basement drain or surface drainage shall be placed in or connected to any sanitary sewer line.

21. All residences shall be connected to public sanitary sewer lines.

22. There shall be no outside trash barrels of any description and no burning of trash outside.

23. All pets shall be restricted to their owner's property by whatever methods the owner deems necessary.

24. Permanent clothes lines shall not be erected. If collapsible clothes lines are used, they shall not be left up when not in use.

25. Owners of improved and unimproved lots shall keep weeds and grass mowed when such a lot is adjacent to any improved lots. Weeds and grass shall not exceed 8" in height. Each lot shall be kept cleared of dead shrubs and trees. No lot owner or tenant shall dump or permit the dumping of rubble, waste, refuse, debris or garbage or similar materials within the land herein described. Firewood used in a wood stove or fireplace shall not be stored anywhere on the front side of any lot including on the driveway. Firewood must also be neatly stacked in a single area behind the front foundation line of the dwelling.

26. No outside storage building except attached to residence.

27. No outside television antenna except satellite dishes attached to residence no to exceed 30 inches in diameter.

28. No above ground pools of any type.

29. Common Areas.

(a) The Developer shall have the right (but is not obligated) to provide Common Areas for the use and benefit of the Subdivision. The size, location, nature and extent of improvements and landscaping, and all other aspects of the Common Areas that are provided by the Developer, shall be determined by the Developer in its absolute discretion.

(b) The Developer and its successors, assigns, and grantees, the Owners, and the Homes Association shall have the right and easement of enjoyment in and to all of the Common Areas, but only for the intended and permitted use of such Common Areas. Such right and easement in favor of the Owners shall be appurtenant to, and shall automatically pass with, the title to each Lot. All such rights and easements shall be subject to the rights of any governmental authority or any utility therein or thereto.

(c) Any ownership by the Homes Association of any Common Area and the right and easement of enjoyment of the Owners in the Subdivision as to any Common Area shall be subject to the right of the Developer to convey sewage, water, drainage, pipeline, maintenance, electric, telephone, television and other utility easements over, under, upon and through such Common Area, as provided in Section 12 above.

(d) No Owner shall improve, destroy or otherwise alter any Common Area without the express written consent of the Approving Party.

(e) Owners of Lots adjacent or nearby the Common Areas shall prevent erosion and pollutant discharges and runoff onto the Common Areas.

(f) The following rules, regulations and restrictions shall apply to the use of the Green Areas:

- i. No automobiles, motorcycles, all-terrain vehicles, or other motorized vehicles or apparatus of any kind shall be allowed in the Green Areas except for parking in any designated parking lots and except for mowing and otherwise maintaining the Green Area as may be permitted by the City.
- ii. No refuse, trash or debris shall be discarded or discharged in or about the Green Areas except in designated trash bins.
- iii. Access to the Green Areas shall be confined to designated areas, except that owners of Lots adjacent to the Green Areas may have access to the area from their respective lots (where applicable).
- iv. Each of the Developer and the Homes Association shall have reasonable access through Lots adjacent to the Green Areas for the purposes of maintenance and improvement thereof, but shall be responsible for repairing any damage caused by it to adjacent Lots in connection with the use of such access right.

(g) The following activities are prohibited within the Stream Corridor except where to the extent allowed pursuant to the City's codes:

- i. Regular mowing.
- ii. Clearing of healthy vegetation.
- iii. Disposal of grass clippings, leaves or other yard waste and debris.

(h) The Developer and the Homes Association shall have the right from time to time to make, alter, revoke and enforce additional rules, regulations and restrictions pertaining to the use of any Common Area.

(i) The Developer, in its discretion, shall have the right to reconfigure and/or replat all or any part of the Subdivision then owned by it, including, without limitation, to make part of a Common Area tract a part of a Lot, and vice versa. In addition, each of the Developer and the Homes Association shall have the right to transfer to the City or County title to or easements over all or any part of the Common Areas so that such become public areas maintained by the City or County.

### 30. No Liability for Approval or Disapproval; Indemnification.

(a) Neither the Developer, nor the Homes Association, nor any member of the Architectural Committee or the Board (or any committee thereof) shall be personally liable to any person for any approval, disapproval or failure to approve any matter submitted for approval, for the adoption, amendment or revocation of any rules, regulations, restrictions or guidelines or for the enforcement of or failure to enforce any of the restrictions contained in this Declaration or any other declaration or any such rules, regulations, restrictions or guidelines.

(b) If any Owner commences a lawsuit or files a counterclaim or crossclaim against the Homes Association, the Board, the Architectural Committee, or any individual member, director, officer or employee thereof, and such Owner fails to prevail in such lawsuit, counterclaim or crossclaim, the Homes Association, the Board, or individual sued

by such Owner shall be entitled to recover from such Owner all litigation expenses incurred in defending such lawsuit, counterclaim or crossclaim, including reasonable attorneys' fees. Such recovery right shall constitute a lien against the Owner's Lot and shall be enforceable against such Lot.

(c) To the fullest extent permitted by law, the Homes Association shall indemnify each officer and director of the Homes Association, each member of the Architectural Committee, and the Developer (to the extent a claim may be brought against the Developer by reason of its appointment, removal of or control over, or failure to control, any such other persons) (each, an "Indemnified Party") against all expenses and liabilities, including, without limitation, attorneys' fees, reasonably incurred by or imposed upon the indemnified Party in connection with any action or proceeding, or any settlement thereof, to which the Indemnified Party may be a party or in which the Indemnified Party may become involved by reason of serving or having served in such capacity (or, in the case of the Developer, by reason of having appointed, removed or controlled or failed to control any officer or director of the Association), provided the Indemnified Party did not act, fail to act or refuse to act with fraudulent or criminal intent in the performance of the Indemnified Party's duties. The foregoing rights of indemnification shall be in addition to and not exclusive of all other rights to which any Indemnified Party may be entitled at law or otherwise.

31. Covenants Running with Land: Enforcement; Waivers. The agreements, restrictions, reservations and other provisions herein set forth are, and shall be, covenants running with the land and shall be binding upon all subsequent grantees of all parts of the Subdivision. The Developer, and its successors, assigns and grantees, and all parties claiming by, through or under them, shall conform to and observe such agreements, restrictions, reservations and other provisions; provided, however, that neither the Developer, the Homes Association nor any other person or entity shall be obligated to enforce any such agreements, restrictions, reservations or other provisions. By accepting a deed to any of the Lots, each future grantee of any of the Lots shall be deemed to have personally consented and agreed to the agreements, restrictions and reservations set forth herein as applied to the Lot owned by such Owner. No agreement, restriction, reservation or other provision herein set forth shall be personally binding upon any Owner except with respect to breaches thereof committed or allowed to continue during his ownership; provided, however, that (i) the immediate grantee from the builder of the residence on a Lot shall be personally responsible for breaches committed during such builder's ownership of such Lot and (ii) an Owner shall be personally responsible for any breach committed by any prior Owner of the Lot to the extent notice of such breach was filed of record, as provided in the third paragraph of this Section, prior to the transfer of ownership.

The Developer, the Homes Association and each Owner shall have the right (but not the obligation) to sue for and obtain an injunction, prohibitive or mandatory, to prevent the breach of, or to enforce the observance of, the agreements, restrictions, reservations and other provisions set forth in this Declaration, in addition to any action at law for damages. To the maximum extent permitted by law, if the Developer or the Homes Association files such court action and is successful in obtaining a judgment or consent decree in such court action or otherwise obtaining compliance by the breaching party, the Developer and/or Homes Association shall be entitled to receive from the breaching party, as part of the judgment or

decree or any dismissal or settlement, the actual legal fees, costs and expenses incurred by the Developer and/or Homes Association with respect to such action.

Whenever the Developer or the Board determines that a violation of this Declaration has occurred and is continuing with respect to a Lot, the Developer or the Homes Association may file with the Recording Office a certificate setting forth public notice of the nature of the breach and the Lot involved.

No delay or failure by any person or entity to exercise any of its rights or remedies with respect to a violation of this Declaration shall impair any of such rights or remedies; nor shall any such delay or failure be construed as a waiver of that or any other violation.

In addition to the specific provisions of this Declaration that allow the Developer to make certain decisions or give permission for certain matters, the Developer or the Homes Association (acting through the Board) may, under special situations or circumstances as determined by it, allow variances or waivers of the requirements or terms set forth in this Declaration. Any such variation or waiver so granted by the Developer or the Homes Association shall not constitute a waiver of such requirement or term in any other situation or under any other circumstances.

No waiver of any violation shall be effective unless in writing and signed and delivered by the person or entity entitled to give such waiver, and no such waiver shall extend to or affect any other violation or situation, whether or not similar to the waived violation. No waiver by one person or entity shall affect any rights or remedies that any other person or entity may have; provided, however, that a duly authorized, executed and delivered waiver by the Homes Association, acting upon a decision of the Board, respecting a specific violation or potential violation of this Declaration with respect to a specific Lot shall constitute and be deemed as a waiver by all other persons and entities (other than the Developer) of such violation or potential violation.

32. Assignment of Developer's Rights. The Developer shall have the right and authority, by written agreement made expressly for that purpose, to assign, convey and transfer to any person(s) or entity, all or any part of the rights, benefits, powers, reservations, privileges, duties and responsibilities herein reserved by or granted to the Developer, and upon such assignment the assignee shall then for all purposes be the Developer hereunder with respect to the assigned rights, benefits, powers, reservations, privileges, duties and responsibilities. Such assignee and its successors and assigns shall have the right and authority to further assign, convey, transfer and set over the rights, benefits, powers, reservations, privileges, duties, and responsibilities of the Developer hereunder.

33. Release or Modification of Restrictions.

(a) The provisions of this Declaration shall remain in full force and effect until December 31, 2037, and shall automatically be continued thereafter for successive periods of five years each; provided, however, that the Owners of at least a majority of the Lots within the Subdivision as then constituted may release the Subdivision, from all or part of such provisions as of December 31, 2037, or at the expiration of any extension period, by executing (in one or more counterparts), acknowledging and recording in the Recording Office an appropriate agreement in writing for such purpose, at least one year prior to December 31, 2037, or to a subsequent expiration date, whichever is applicable. The

provisions of this Declaration also may be amended, modified or terminated, in whole or in part, at any time by a duly acknowledged and recorded written agreement (in one or more counterparts) signed by (i) the Owners of at least 60% of the Lots within the Subdivision as then constituted and (ii) if prior to the recording of the Certificate of Substantial Completion, the Developer, or if after the recording of the Certificate of Substantial Completion, the Homes Association under express authority and action of the Board. After the recording of the Certificate of Substantial Completion or with the Developer's written consent, this Declaration also may be amended, modified or terminated in whole or in part, at any time by a duly acknowledged and recorded written instrument executed by the Homes Association after the proposed amendment, modification or termination has been first approved by the affirmative vote of 75% or more of the full number of directors on the Board of the Homes Association and then approved at a duly held meeting of the members of the Homes Association (called in whole or in part for that purpose) by the affirmative vote of Owners owning at least 60% of the Lots.

(b) Anything set forth in this Section to the contrary notwithstanding, the Developer shall have the absolute, unilateral right, power and authority to modify, revise, amend, change or add to any of the terms and provisions of this Declaration, as from time to time amended or supplemented, by executing, acknowledging and recording in the Recording Office a written instrument for such purpose, if (i) either the Veteran's Administration, the Federal Housing Administration, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation or any successor or similar agencies thereto shall require such action as a condition precedent to the approval by such agency of the Subdivision or any part of the Subdivision or any Lot in the Subdivision, for federally-approved mortgage financing purposes under applicable programs, laws and regulations, (ii) the City requires such action as a condition to approval by the City of some matter relating to the development of the Subdivision, (iii) a typographical or factual error or omission needs to be corrected in the opinion of the Developer, or (iv) such action is appropriate, in Developer's discretion, in connection with a replat of all or any part of the Subdivision. No such amendment by the Developer shall require the consent of any Owner.

(c) If the rule against perpetuities or any rule against restraints on alienation or similar restriction is applicable to any right, restriction or other provision of this Declaration, such right, restriction or other provision shall terminate (if not earlier terminated) upon lapse of 20 years after the death of the last survivor of the individual(s) signing this Declaration on behalf of the Developer and the now-living children and grandchildren of the individual(s) signing this Declaration on behalf of the Developer as of the date of such execution.

34. Extension of Subdivision. The Developer shall have, and expressly reserves, the right, from time to time, to add to the existing Subdivision and to the operation of the provisions of this Declaration other adjacent or nearby lands (without reference to any tract, street, park or right-of-way) by executing, acknowledging and recording in the Recording Office a written instrument subjecting such land to all of the provisions hereof as though such land had been originally described herein and subjected to the provisions hereof; provided, however, that such declaration or agreement may contain such deletions, additions and modifications of the provisions

of this Declaration applicable solely to such additional property as may be necessary or desirable as solely determined by the Developer in its discretion.

35. Severability. Invalidation of any of the provisions set forth herein, or any part thereof, by an order, judgment or decree of any court, or otherwise, shall not invalidate or affect any of the other provisions or parts.

36. Governing Law. This Declaration shall be governed by and construed in accordance with the laws of Missouri. Jurisdiction and venue for any dispute concerning this Declaration shall be in Jackson County, Missouri.

37. The Developer, in its discretion, may allow variances from the foregoing requirements of these Declarations.

38. Additional Language and Covenants for Common Property, as defined herein:

(a) The common property described herein is legally described as follows: Summit View Farms, 1st Plat, Tracts A-E ("Common Property").

(b) A condominium or property owners' association known as SUMMIT VIEW FARMS PROPERTY OWNERS ASSOCIATION" (the "Association") was established on May 5, 2006, with the Missouri Secretary of State, prior to the recording of the final plat or sale of any part of the property in SUMMIT VIEW FARMS ("Development").

(c) The Common Property shall be owned by the Association.

(d) Ownership of any lot in the Development shall not occur until the Association is formed and ownership of all of the Common Property has been transferred to the Association.

(e) The Association shall own, manage, repair, maintain, replace, improve, and operate the Common Property and keep it, and all improvements thereon, in good condition, in accordance with the requirements of this instrument, as the same may be amended, supplemented or modified from time to time.

(f) This Declaration of covenants and restrictions pertaining to the Common Property shall be permanent.

(g) All Owners, as defined in this instrument, as the same may be amended, supplemented or modified from time to time ("Lot Owners") within the Development are liable for the costs of maintenance of the Common Property and the costs of such maintenance shall be assessed proportionally against the Lot Owners in accordance with the rules of the Association.

(h) The Association shall provide liability insurance for the Common Property and shall pay all taxes for the Common Property.

(i) Membership in the Association shall be mandatory for each Lot Owner in the Development and any successive buyer.

(j) Each Lot Owner, at the time of purchase, shall be furnished with a copy of this declaration of covenants and restrictions.

(k) The Association shall not be dissolved without the consent of the City, unless the maintenance responsibilities set forth herein are assigned, with the consent of the City, to a person or entity with the financial, legal, and administrative ability to perform such obligations.

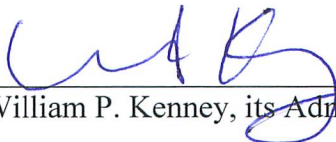
(l) In the event that any condition of the Common Property is determined to be a nuisance or in disrepair in violation of any provision of the Lee's Summit Property Maintenance Code, and such disrepair or nuisance is abated pursuant to procedures otherwise provided in the Property Maintenance Code, the costs to abate the nuisance created by the failure to maintain the Common Property shall be assessed proportionally against the individual lots within the Development, in an equal amount per individual lot, pursuant to the tax bill provisions of the Property Maintenance Code, and the amount caused by the Finance Director to be assessed annually by tax bill shall not exceed five percent (5%) of assessed valuation per individual lot.

(m) In the event it is determined that the maintenance of any storm water conveyance, retention or detention facility located on the Common Property fails to meet any standard set forth in the final development plan, or final plat if no final development plan is required, and such failure is abated by the City pursuant to the procedures of this Division, upon completion of the work and certification by the Director of Public Works that the deficiency has been abated, the Director of Public Works shall certify all costs of such abatement, including enforcement costs and expenses of staff time incurred in the remediation of the deficiency, to the City's Director of Finance who shall cause a special tax bill therefore, or add the costs thereof to the annual real estate tax bill, at the Finance Director's option, proportionally against the individual lots within the development, in an equal amount per individual lot, the amount caused by the Finance Director to be assessed annually by tax bill shall not exceed five percent (5%) of assessed valuation per individual lot, the tax bill from the date of its issuance shall be a first lien on the property until paid and shall be prima facie evidence of the recitals therein and of its validity and no mere clerical error or informality in the same, or in the proceedings leading up to the issuance shall be a defense thereto, each special tax bill shall be issued by the City Clerk and delivered to the City Finance Director on or before the first day of June of each year, and such tax bill, if not paid when due, shall bear interest at the rate of eight (8) percent.

(n) The City shall be a third-party beneficiary of all provisions herein pertaining to the assessment of costs for maintenance of storm water conveyance, retention, or detention facilities on the Common Property, and such provisions shall not be modified or amended without the written consent of the City.

**IN WITNESS WHEREOF**, the undersigned have hereunto caused this Declaration to be signed in its behalf by its Administrative Member, thereunto duly authorized to do so, on this the 30<sup>th</sup> day of May, 2017.

**SUMMIT VIEW FARMS DEVELOPMENT GROUP, LLC**

By   
William P. Kenney, its Administrative Member

STATE OF MISSOURI     )  
                                      ) ss.  
COUNTY OF JACKSON    )

On this the 30<sup>th</sup> day of May, 2017, before me personally appeared William P. Kenney, Administrative Member of Summit View Farms Development Group, LLC.

To me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his own free act and deed.

In testimony whereof, I have hereunto set my hand and affixed my official seal in the county and state aforesaid, the day and year first above written.

My term expires:

ELIZABETH KEYS  
Notary Public-Notary Seal  
STATE OF MISSOURI  
County of Jackson  
My Commission Expires: Nov. 28, 2020  
Commission #12418919

Elizabeth Keys  
Notary Public