

N 27309

JAN 9 1997

THE OAKS REVISED FIRST PLAT
DECLARATION OF RESTRICTIONS
LOTS 1 TO 74 BOTH INCLUSIVE

BOOK 2639 PAGE 293

THIS DECLARATION OF RESTRICTIONS, made and entered into this 5th day of January, 1997, by INTRA-STATE DEVELOPMENT CO., hereinafter referred to as Declarant, a Missouri corporation, which is the owner of all of lots 1 to 74, both inclusive, of The Oaks Revised First Plat, a subdivision of land in the City of Gladstone, Clay County, Missouri, which was formally platted on the 29th day of JULY, 1996, recorded JANUARY 9, 1996, instrument number N 27308, plat book E, page 35.

WITNESSETH:

WHEREAS, the Declarant has heretofore established lots designated by numbers, streets, utility easements, building set back lines and easements for sanitary and storm sewers as shown on the plat and in order to establish and maintain an exclusive, high-class, quality subdivision for desirable residences, now undertakes to place certain restrictions on the maintenance and use of the lots shown on the plat for the benefit of and binding upon this Declarant, its successors and assigns and its grantees, and their successors, assigns, and grantees ad infinitum.

NOW THEREFORE, in consideration of the premises, the Declarant herein does by these presents subject all of the lots in The Oaks First Plat, being lots 1 to 74, both inclusive, to the following restrictions as to their maintenance and use; to-wit:

ARTICLE I

PROPERTY SUBJECT TO THIS DECLARATION: ADDITIONS THERETO

1.01 Existing Property: The existing property ("Existing Property") is located in Gladstone, Clay County, State of Missouri, and is more particularly described in Exhibit "A", attached hereto and incorporated herein for all purposes. The Existing Property plus all land added thereto less all land released therefrom shall hereafter sometimes be referred to as the "Property". Common properties ("Common Properties") shall mean and refer to any and all areas of land within the Property which are described or designated as common areas on any recorded subdivision plat of the Property together with any and all improvements installed thereon, including, amenities such as open spaces and entry tracts and entry treatments and monuments. The Common Properties are more particularly described on Exhibit "A".

1.02 Additions to Existing Property: Additional land(s) may become subject to this Declaration in any of the following manners:

(a) Declarant may add or annex additional real property to the scheme of this Declaration by filing of record a Supplementary Declaration of Covenants and Restrictions which shall extend the scheme of the covenants and restrictions of this Declaration to such property, provided, however, that such supplementary declaration may contain such complementary additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the character, if any, of the added properties and as are not, in the Declarant's opinion, inconsistent with the content of this Declaration.

(b) In the event any person or entity other than Declarant desires to add or annex additional residential and/or common areas to the scheme of this Declaration, such proposed annexation must have the prior written consent and approval of the majority of the outstanding votes within each voting class of the Association, hereafter referenced.

(c) Declarant shall have the right and option (without the joinder, approval or consent of such associations) to cause The Oaks Home Owners Association, Inc. (the "Association") to merge or consolidate with any similar association then having jurisdiction over real property located (in whole or in part) within 500 feet of any real property then subject to the jurisdiction of the Association. Upon a merger or consolidation of the Association with another association, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the properties, 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 by this Declaration within the Existing Property together with the covenants and restrictions established upon any other properties as one scheme.

1.03 Removal of Property. At any time prior to January 1, 2026, Declarant may remove portions of the Existing Property from the scheme of this Declaration by filing of record a Release of Restrictions describing the portion of the Existing Property which has been released.

ARTICLE II

MEMBERSHIP AND VOTING

2.01 Membership. Every owner of fee simple title to a lot ("Lot") which is subject to the covenants and restrictions of this Declaration ("Owner") shall automatically be and must remain a member of the Association ("Member") in good standing. The board of directors of the Association ("Board of Directors") may declare that an Owner is not a

Member in good standing because of past unpaid dues, fines, late charges, interest, legal fees, and/ or any other assessments of any nature. The Board of Directors may temporarily suspend the voting rights of any Member who is not in good standing until such past unpaid amounts are paid in full.

2.02 Voting Rights. The Association shall have three classes of voting membership:

CLASS A: Class A Members shall be all Members other than Class B and Class C Members. Class A Members shall be entitled to one (1) vote for each Lot in which they hold the interest required for membership. When more than one person holds such interest or interests in any Lot, all such persons shall be Members, and the vote for such Lot shall be exercised as they, among themselves, determine, but in no event shall more than one (1) vote be cast with respect to any such Lot.

CLASS B: Class B Members shall be any bona fide Owner who is engaged in the process of constructing a residential dwelling on any Lot for sale to consumers. Class B Members shall be nonvoting members of the Association. The Class B membership shall cease, and each Class B Member shall become a Class A Member:

- (i) when the total number of votes outstanding in the Class A membership equals the total number of votes outstanding in the Class C membership; or
- (ii) on the tenth (10th) anniversary of the date hereof, whichever occurs first in time.

CLASS C: The Class C Member shall be Declarant. The Class C Member shall be entitled to six (6) votes for each Lot which it owns and for each Lot owned by Class B Members.

Notwithstanding the aforementioned voting rights within the Association, until:

- (a) Declarant no longer owns:
 - (i) record title to any Lot; and
 - (ii) a lien interest in any Lot; and
 - (iii) title to any adjoining acreage intended to be developed as an additional section or phase of The Oaks; or
- (b) January 1, 2026;

whichever occurs first in time, neither the Association nor the Members shall take any action or inaction with respect to any matter whatsoever without the consent and approval of the Declarant, which shall not be unreasonably withheld or delayed.

2.03 Quorum, Notice and Voting Requirements. The quorum, notice and voting requirements of and pertaining to the Association are set forth within the articles of incorporation ("Articles") and by-laws ("By-laws") of the Association, as same may be amended from time to time. Subject to the provisions of Section 2.02 above, any action by or on behalf of the Association may be taken with the assent given in writing and signed by Members who collectively hold or control more than sixty percent (60%) of the outstanding votes of the Association.

ARTICLE III

GENERAL POWERS AND DUTIES OF THE BOARD OF DIRECTORS

3.01 Powers and Duties. The affairs of the Association shall be conducted by its Board of Directors (hereinafter referred to as the "Board"). The Board shall be selected in accordance with the Articles and Bylaws of the Association. The Board, for the benefit of the Common Properties and the Owners, shall provide, and shall pay for out of the maintenance fund(s) provided for in Article IV below, the following:

- (a) Care and preservation of the Common Properties and the furnishing and upkeep of any desired personal property for use in the Common Properties;
- (b) Taxes, insurance and utilities, if any, (including, without limitation, electricity, gas, water and sewer charges) which pertain to the Common Properties only;
- (c) The services of a person or firm (including Declarant and any affiliates of Declarant) to manage the Association or any separate portion thereof, to the extent deemed advisable by the Board, and the services of such other personnel as the Board shall determine to be necessary or proper for the operation of the Association, whether such personnel are employed directly by the Board or by a manager designated by the Board;
- (d) Legal and accounting services; and
- (e) Any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alteration, taxes or assessments which the Board is required to obtain or pay for pursuant to the terms of this Declaration or which in its opinion shall be necessary or proper for the operation or protection of the Association or for the enforcement of this Declaration.

The Board shall have the following additional rights, powers and duties:

(f) To execute all declarations of ownership for tax assessment purposes with regard to any of the Common Properties owned by the Association;

(g) To enter into agreements or contracts with insurance companies, taxing authorities and the holders of first mortgage liens on the individual Lots with respect to: (i) taxes on the common Properties; (ii) insurance coverage (if any) on Common Properties, as they relate to the assessment, collection and disbursement process envisioned by Article V hereinabove; and (iii) utility installation, consumption and service matters;

(h) To borrow funds to pay costs of operation, secured by assignment or pledge of rights against delinquent Owners, if the Board sees fit or secured by such assets of the Association as seemed appropriate by the lender and the Association;

(i) To enter into contracts, maintain one or more bank accounts, and generally, to have all the powers necessary or incidental to the operation and management of the Association;

(j) To protect or defend the Common Properties from loss or damage by suit or otherwise, to sue or defend in any court of law on behalf of the Association and to provide adequate reserves for repairs and replacements;

(k) To make reasonable rules and regulations for the operation of the Common Properties and to amend them from time to time;

(l) To make available to each Owner within ninety (90) days after the end of each year an annual report;

(m) To adjust the amount, collect, and use any insurance proceeds to repair damage or replace lost property; and if proceeds are insufficient to repair damage or replace lost property, to assess the Members in proportionate amounts to cover the deficiency; and

(n) To enforce the provisions of this Declaration and any rules made hereunder and to fine, enjoin and/ or seek damages from any Owner for violation of such provisions or rules.

By Mary Mitchell
Deputy
3/19/19 11:01:35
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PROPERTY
CONFIDENTIAL

3.02 Board Powers, Exclusive. The Board shall have the exclusive right to contract for all goods, services, and insurance, and the exclusive right and obligation to perform the functions of the Board, except as otherwise provided herein. In the event or if for any reason the Board is not deemed authorized to act for and on behalf of the Association and the Members, then Declarant may exercise its power and authority hereof to act for and on behalf of the Association and the Members, and the Association shall reimburse Declarant for any and all reasonable expenses incurred in so acting.

3.03 Contracts with Owners. The Board, on behalf of the Association, shall have full power and authority to contract with any Owner (including, without limitation, Declarant) for the performance, on behalf of the Association, of services which the Board is otherwise required to perform pursuant to the terms hereof, such contracts to be upon such terms and conditions and for such consideration as the Board may deem proper, advisable and in the best interest of the Association.

3.04 Liability Limitations. Neither any Member, the Board, any Director, nor any Officer of the Association shall be personally liable for debts contracted for, or otherwise incurred by the Association, or for a tort of another Member, whether such other Member was acting on behalf of the Association or otherwise. Neither Declarant, the Association, its Directors, officers, agents, or employees shall be liable for any incidental or consequential damages for failure to inspect any premises, improvements or portion thereof or for failure to repair or maintain the same. Declarant, the Association or any other person, firm or corporation liable to make such repairs or maintenance shall not be liable for any personal injury or other incidental or consequential damages occasioned by any act or omission in the repair or maintenance of any premises, improvements or portion thereof.

3.05 Reserve Funds. The Board may establish reserve funds which may be maintained and accounted for separately from other funds maintained for annual operating expenses and may establish separate, irrevocable trust accounts in order to better demonstrate that the amounts deposited therein are capital contributions and not net income to the Association.

3.06 Restrictions on Contracts. Neither Declarant nor the Association may directly or indirectly enter into any management agreement or any other contract on behalf of the Association which extends beyond the date Class B memberships cease as provided in Section 2.02 of this Declaration. The Association may, however, following such date, enter into new management agreements or other contracts in accordance with this Declaration.

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ARTICLE IV

COVENANTS FOR ASSESSMENTS

4.01 Personal Obligation for Assessment. Each Owner of a Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed, as a part of the purchase money consideration for such deed and conveyance, to covenant and agree to pay to the Declarant and/ or the Association (or to an independent entity or agency which may be designated by the Declarant and/or the Association to receive such monies):

(a) Regular assessments ("Regular Assessments") or charges for maintenance, taxes and insurance on portions of the Properties and the Common Properties;

(b) Special group assessments ("Special Group Assessments") for capital improvements or unusual or emergency matters, such assessments to be fixed, established and collected from time to time as hereinafter provided;

(c) Special individual assessments ("Special Individual Assessments") levied against individual Owners to reimburse the Association for extra costs for maintenance and repairs caused by the willful or negligent acts of the individual Owner and not caused by ordinary wear and tear; and

(d) Individual assessments ("Individual Assessments") and fines levied against individual Owners for violations of rules and regulations pertaining to the Association and/ or the Common Properties.

4.02 Assessment Liens: If any assessment remains unpaid at the expiration of thirty (30) calendar days from and after the due date established by the Declarant and/or the Board, a late charge shall be assessed against the non-paying Owner for each month that any portion of an assessment remains unpaid. The late charge shall be in the amount of Twenty-five and No/100ths Dollars (\$25.00) for All Class A Members. A reasonable service charge in an amount established by the Board shall be charged for each check that is returned because of insufficient funds. The amount of late charges and service charges may be adjusted, from time to time, by the Board consistent with any changes in the amounts of Regular or any type of Special Assessments as defined in (b), (c) and (d) of 4.01. All of such assessments, together with interest thereon from the due date to the date of payment at the highest lawful rate per annum and any cost of collection, including attorneys fees, shall be a continuing lien upon the Lot against which assessments are made. Such lien is subordinate and inferior to the lien of any first deed of trust affecting such Lot.

4.03 Purpose of Assessments: The Assessments levied by the Association shall be used exclusively for the purpose of (i) promoting the health, recreation, safety and welfare of the residents of the Property; (ii) improving and maintaining any entry monuments, private walkways, jogging and bicycle trails, recreational areas, or other properties, services and facilities directly related to the use and enjoyment of the Common Properties; (iii) the payment of taxes on the Common Properties and insurance (if any) in connection with the Common Properties and the repair, replacement and additions thereto; (iv) the payment for electricity for exterior lights and the repair, replacement and additions of various items within the Common Properties; (v) trash and garbage collection and security arrangements, as may be determined necessary and appropriate by the Association from time to time; (vi) paying the cost of labor, equipment (including the expense of leasing any equipment) and materials required from, and the management and supervision of, the Common Properties and the Association.

4.04 Basis and Amount of Regular Maintenance Assessments.

(a) Until and unless otherwise determined by the Declarant and/or the Board, the maximum Regular Assessment shall be Sixty and No/100ths Dollars (\$60.00) per Lot per year due on or before March 30 of each year.

(b) The Declarant and/or the Board may establish the maximum annual Regular Assessment for each Lot, provided that the maximum annual Regular Assessment may not be increased more than thirty percent (30%) above the annual Regular Assessment for the previous year unless otherwise approved by the Members of the Association as provided in Sections 2.02 and 2.03 of Article II.

4.05 Special Assessments for Capital Improvements. In addition to the Regular Assessments authorized herein, the Association may levy in any fiscal year a Special Group Assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Properties, including any necessary fixtures and personal property related thereto; provided that any such assessment shall have the affirmative approval of the Members of the Association as provided in Sections 2.02 and 2.03 of Article II.

4.06 Uniform Rate of Regular and Special Group Assessments. Both Regular Assessments and Special Group Assessments must be fixed at a uniform rate for all Lots owned by Class A Members. Each Lot owned by a Class A Member shall be charged with one hundred percent (100%) of the established per Lot assessment. Lots owned by Declarant or by a Class B Member shall not be charged with any portion of any assessment.

4.07 Duties of the Board with Respect to Assessments.

(a) The Board shall prepare an annual budget to meet all projected expenses at least sixty (60) days in advance of the date the Regular Assessment is due.

(b) In the event of a revision to the amount or rate of the Regular Assessment, the Declarant and/ or the Board shall fix the amount of the Regular Assessment against each Lot, and the applicable due date for each assessment, at least sixty (60) days in advance of such date or period, and the Board shall, at that time, prepare a roster of the Lots and assessments applicable thereto which shall be kept in the office of the Declarant and/ or the Association.

(c) Written notice of the assessment shall thereupon be delivered or mailed to every Owner subject thereto.

4.08 Exempt Property. The following property otherwise subject to this Declaration shall be exempted from the assessments, charges and liens created herein:

(a) All properties dedicated and accepted by the local public authority and devoted to public use;

(b) All Common Properties as defined in Article I herein; and

(c) Any and all areas which may be reserved by the Declarant on the recorded plat(s) of the Property or by other recorded instrument.

ARTICLE V

USE OF COMMON PROPERTIES

The Common Properties may be used and enjoyed as follows:

5.01 Restrictive Actions by Members. No Member shall permit anything to be done on or in the Common Properties which would violate any applicable public law or zoning ordinance or which will result in the cancellation of or increase of any insurance carried by the Declarant and/or the Association, or which would be in violation of any law or any rule or regulation promulgated by the Board.

5.03 Rules of the Board. All Members shall abide by any rules and regulations adopted by the Declarant and/or the Board. The Declarant and/ or the Board shall have

the power to enforce compliance with said rules and regulations by all appropriate legal and equitable remedies, and a Member determined to have violated said rules and regulations shall be liable to the Association and/ or Declarant for all damages and costs, including reasonable attorneys fees.

5.04 Use of Common Properties. Use of the Common Properties shall be limited to Members, their families and guests. With the exception of the regular business activities of Class B Members, the Declarant or the Association, no person or entity shall use any portion of the Common Properties to:

- (a) solicit, promote or conduct business, religious, political or propaganda matters;
- (b) distribute handbills, newsletters, flyers, circulars or other printed materials;

without the prior written consent of the Declarant and/ or the Association (which consent may be withheld in its sole and absolute discretion).

ARTICLE VI

CONSTRUCTION OF IMPROVEMENTS AND USE OF LOTS

The Property (and each Lot situated therein) shall be occupied and used as follows:

6.01 Residential Use. All Lots shall be used for residential purposes only. No commercial business, enterprise or trade shall be carried on in the Property. No building shall be erected, altered, placed or permitted to remain on any Lot other than one detached single family dwelling not to exceed two stories in height in the front and having an attached garage for minimum of two (2) or more conventional automobiles.

6.02 Minimum Floor Space. Minimum standards for square footage of enclosed living space, exclusive of garages, porches, portecocheres, patios, basements, open breezeways or attics, are hereby established for any residence erected on any of the Lots as follows: Any ranch style residence with attached garage shall contain a minimum of 1100 square feet of first floor living space; any ranch style residence with garage under the primary floor shall contain a minimum of 1250 square feet of living space on the first floor; any two story residence shall contain a minimum of 1500 square feet of living space on all floors; any one and one-half story residence shall contain a minimum of 1500 square feet of living space on all floors; any split level residence shall contain a minimum of 1500 square feet of living space on all floors. Provided, however, that interior areas of any residence need not be immediately completed for occupancy if the residence is so designed

and built that such areas can be finished at a later date without any structural changes being made in the exterior of the residence, and if written permission of the Architectural Control Committee is obtained. Variances of any such standards can be obtained with written authorization of the Architectural Control Committee.

6.03 Roofing. No rolled roofing or any other roofing material not currently recognized as a permanent type of construction shall be used. Color of any roof must be approved specifically in writing by the Architectural Control Committee.

6.04 Exteriors/Paint. Exterior coverings of asphalt paper, tin or any material not recognized as substantial or permanent shall not be permitted. All exterior colors shall be approved by the Architectural Control Committee. All wood exteriors except roofs, shall be covered with not less than the equivalent of two coats of good paint or one coat of good stain.

6.05 Building Lines. No part of any residence, except as hereinafter provided, may be erected or maintained on any of the Lots nearer to the front street or the side street than is the front building line or the side building line shown in the plat of The Oaks - First Plat or subsequent plat for additional lands added to the Property, and no residences may be built, erected or maintained on any of the said Lots more than 15 feet further from the street than said building line; except that the Declarant and its successors and assigns reserve the right to modify the building lines in the event that any street, easement or right-of-way is changed or modified through a resurvey of any part of said plat. The Architectural Control Committee as herein provided for may give written permission to vary the location of residences and permit projections up to within ten (10) feet of the street or a greater setback than otherwise permitted where the natural elevation of the Lot along the established setback lines is more than either eight (8) feet above or four (4) feet below the established roadway level along the abutting street or to avoid unnecessary or unreasonable destruction of trees and where in the opinion of the Architectural Control Committee the location and architectural design will not detract materially from the appearance and value of other properties.

(a) Corner Lots. Residences shall front on the street, provided that on all corner Lots residences may face both streets, either street, or the corner, upon written approval of the Architectural Control Committee.

(b) Side Lot Setback. No part of the house shall project closer to any side Lot line than six (6) feet or such greater distance as shall be required by the then applicable ordinances and regulations of the City of Gladstone or ordinances of Kansas City, as applicable for each Lot. The conveyance of any part of any Lot shall not reduce the frontage below the requirements of this paragraph.

Notwithstanding the foregoing, no variance granted by the Architectural Control Committee shall be effective unless all necessary authorizations are obtained from the City of Gladstone in accordance with then applicable ordinances and regulations for Gladstone Lots or from the City of Kansas City for Lots located in Kansas City.

6.06 Fence and/or Wall. All fences, walls, fence materials and wall materials shall be of an ornamental nature and shall not exceed seventy-two (72) inches in height above the ground, may not extend closer to the street than the front of the house and must be approved in writing by the Architectural Control Committee; provided however, where a swimming pool is maintained, applicable government codes or insurance codes shall be respected.

6.07 Signs. No signs, advertisements, billboards or advertising structures of any kind that are visible from adjoining Lots or Common Properties may be erected or maintained on or inside structures on any of the Lots; provided, however, that two advertising boards of not more than five (5) square feet may be maintained on each Lot or tract when under original construction and initial placement of house upon the market for sale.

6.08 Utilities. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. The Declarant, its successors or assigns shall have and do hereby reserve with consent of the Architectural Control Committee, the right to relocate, erect, construct, maintain and use, or authorize the location, erection, construction, maintenance and use of drains and storm sewers, and to give or grant rights of way or easements therefor over and upon any part of said land described herein. Provided no drain or storm sewer may be placed so as to interfere with existing buildings or the proper location of a building on a platted Lot. No water from roof downspouts or surface drainage shall be placed in any sanitary sewer line.

6.09 Additional Dwellings. No trailer, basement, tent, shack, barn or other outbuilding shall be erected or maintained on any property in said subdivision or at any time to be used as a residence temporarily or permanently, nor shall any residence of a temporary character be permitted. No dwelling or residence shall be occupied until fully completed except as provided for herein. No residence shall be moved from another location to any Lot herein. Utility buildings and detached garages may be erected and maintained if permits are obtained from the appropriate municipal authority and if plans, color and materials (including size and location) are approved in writing by the Architectural Control Committee.

6.10 Fuel Tanks. No tank for the storage of fuel may be maintained above the surface of the ground.

6.11 Household Pets/Animals. No animals, livestock or poultry may be raised, bred, kept or maintained upon any of the Lots; household pets not to exceed three in number may be kept but must be restrained on a leash or in a fenced backyard, provided that they are not kept, bred, or maintained for any commercial purpose. No dog run, dog house, kennel, or other animal, domestic animal, or household pet, pen, enclosure, housing or shelter facility shall be constructed or maintained upon any Lot unless plans, material, size and location are approved in writing by the Architectural Control Committee.

6.12 Parking. No boat, truck, trailer, camper, bus, unlicensed vehicle or commercial vehicle shall be parked upon any of the Lots or upon any of the streets in said subdivision except as incidental to construction or repair work being done there and no building material of any type, machinery, equipment, graders, diggers or tractors shall be permitted to remain on any of the Lots or in said subdivision except as incidental to construction work being there carried on. Recreational vehicles of a recreational nature may be permitted off street if parked no closer to the street than the front of the house and shielded from view, with written permission of the Architectural Control Committee only.

6.13 Offensive Activities. No noxious or offensive activity shall be carried upon any Lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.

6.14 Construction Completion Timing. A house must be commenced in four months after initial purchase of the Lot and must be substantially completed in six (6) months thereafter. No building shall be permitted to stand with its exterior in an unfinished condition for longer than six (6) months after the commencement of construction. In event of fire, windstorm, or other damage, no building shall be permitted to remain in a damaged condition longer than necessary to repair or demolish it. These times may be extended with written permission of the Architectural Control Committee.

6.15 Antennas and Aerials. All television antennas, satellite dishes and other antennas and aerials shall be located inside the attic or under the roof so as to be completely hidden from view unless authorized by written permission of the Architectural Control Committee.

ARTICLE VII

ARCHITECTURAL CONTROL

7.01 Architectural Control Committee. Architectural control shall be supervised by an Architectural Control Committee ("Committee"). The Committee shall be composed of three (3) individuals selected and approved by Declarant, which Committee and its

successors are hereby vested with the full, right and authority to act as such under the provisions of this Declaration. In case of a vacancy by death or resignation, the Declarant shall have full authority to designate a successor. Any two members shall have full power to act for the Committee. The Declarant may assign to the Board of Directors its right to select and approve members of the Architectural Control Committee.

7.02 Plan Approval. Before any structure or improvement shall be built, altered or placed on any Lot the construction plans and specifications and a plan showing the location and front, sides and back elevations of the structure shall be submitted to and have the written approval of the Committee, as to type of materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. In addition to other matters described in this Declaration, exterior colors, roof colors and landscaping plans must be approved by the Committee.

ARTICLE VIII

GENERAL PROVISIONS

8.01 Registration With The Association. Each and every Owner shall have an affirmative duty and obligation to originally provide within fifteen (15) days after such Owner acquires one or more Lots and thereafter revise and update, within fifteen (15) days after material change has occurred, various items of information to the Association such as: (a) the full name and address of the Owner; (b) the full name of each individual family member who resides within the residential dwelling of the Owner; (c) the business address, occupation and telephone numbers of each Owner; (d) the description and license plate number of each automobile owned or used by Owner and brought within the Property; (e) the name, address and telephone numbers of other local individuals who can be contacted (in the event, the Owners cannot be located) in case of an emergency; and (f) such other information as may be reasonably requested from time to time by the Association.

8.02 Common Area. Tracts "A", "B" and "C", as shown on The Oaks First Plat are dedicated and set aside, for the benefit of all the Lot owners subject to right of way requirements granted to the City of Gladstone.

8.03 Duration. These covenants and restrictions shall run with the land and shall be binding upon all parties and all persons claiming under them for a period of thirty (30) years from the date herein at which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years each unless at any time by instrument in writing signed and acknowledged by the then fee title (not including mortgage, contingent or remainder interests) owners of not less than seventy-five percent (75%) of the

Lots in The Oaks - First Plat, or any additions thereto, it is agreed to change, modify, or revoke these covenants and restrictions in whole or in part.

8.04 Amendments. Except as provided in Section 8.03 of Article VIII, the covenants and restrictions of this Declaration may be amended and/or changed in whole or in part, only with the consent of Declarant and sixty percent (60%) of the other Owners, evidenced by a document in writing bearing each of their signatures, and duly recorded in the land records of Clay County, Missouri.

8.05 Enforcement. Enforcement of these covenants and restrictions shall be a proceeding initiated by Declarant, any Owner, or the Board, against any person or persons violating or attempting to violate any covenant or restriction contained herein, either to restrain or enjoin violation or to recover damages for the violation, or both, or to enforce any lien created by this instrument. Notwithstanding any provision to the contrary in this Declaration, Declarant shall not have any duty, obligation, or responsibility to enforce any of these covenants and restrictions. Failure by any party to enforce any of these covenants and restrictions herein contained shall in no event be deemed a waiver of the right to do so thereafter. With respect to any litigation hereunder, the prevailing party shall be entitled to recover reasonable attorney's fees from the nonprevailing party. Further, and with respect to any litigation brought against the Declarant, the Board or any of their members or representatives, arising out of any action, failure to act, or performance or nonperformance of duties imposed hereby, by the Declarant, the Board or their members or representatives, the Declarant, the Board and/ or their members or representatives so sued shall be entitled to recover their reasonable attorneys fees from the person or entity bringing such action against it or them, unless the Declarant, the Board or their members or representatives shall specifically be adjudicated liable to such claimant.

8.06 Imposition of Violation Fines. In the event that any person fails to pay any assessment or cure (or fails to commence and proceed with diligence to completion the work necessary to cure) any violation of the covenants and restrictions contained herein within ten (10) days after receipt of written notice from the Board designating the particular delinquency or violation, the Declarant and/or the Board shall have the power and authority to impose upon that person a fine for such violation (the "Violation Fine") not to exceed Five Hundred and No/100ths Dollars (\$500.00). If, after the imposition of the Violation Fine, the violation has not been cured or the person has still not paid the assessment or commenced the work necessary to cure such violation, the Declarant and/or the Board shall have the power and authority, upon ten (10) days written notice, to impose another Violation Fine which shall also not exceed Five Hundred and No/100ths Dollars (\$500.00). There shall be no limit to the number or the aggregate amount of Violation Fines which may be levied against a person for the same violation. The Violation Fines, together with interest at the highest lawful rate per annum and any costs of collection, including attorneys fees, shall be a continuing lien upon the Lot against which such Violation Fine is made.

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8.07 Severability. If any one of these covenants or restrictions is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining covenants and restrictions shall not be affected thereby.

8.08 Notices To Owners. Any notice required to be given to any Owner under the provisions of this Declaration shall be deemed to have been properly delivered when deposited in the United States mails, postage prepaid, certified mail, return receipt requested, addressed to the last known address of the person who appears as an Owner on the records of the Declarant and/ or Association at the time of such mailing.

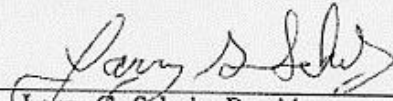
8.09 Proposals of Declarant. The proposals of Declarant, as set forth in various provisions hereinabove, to develop additional parcels of property for residential purposes and/ or expand the Common Properties (not only geographically but also in terms of the types of amenities available for use) and items of a related nature are mere proposals and expressions of the existing good faith intentions and plans of Declarant and shall not be deemed or construed as promises, solicitations, inducements, contractual commitments or material representations by Declarant upon which any person or entity can or should reply.

8.10 Disputes. Matters of dispute or disagreements between Owners with respect to interpretation or application of the provisions (excluding Article VI and issues concerning "substantial completion") of this Declaration or the Association Bylaws, shall be determined by the Declarant and/or the Board. Matters pertaining to Articles VI and issues concerning "substantial completion" shall be determined by the Committee. These respective determinations (absent arbitrary and capricious conduct or gross negligence) shall be final and binding upon all Owners.

8.11 Assignment of Declarant's Rights. The rights of Declarant hereunder shall be fully assignable by written instrument duly recorded in the real estate records of Clay County, Missouri.

IN WITNESS WHEREOF, the Declarant herein has placed its signature as of the day and year above written.

INTRA-STATE DEVELOPMENT CO.,
a Missouri corporation

By 
Larry G. Schulz, President

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ATTEST:

Robert J. [Signature]
Secretary

STATE OF MISSOURI)
) ss:
COUNTY OF CLAY)

On this 5th day of January, 1997, before me appeared Larry G. Schulz to me personally known, who being by me duly sworn did say that he is the President of Intra-State Development Co., a Missouri corporation, that the corporation has no seal, that the instrument was signed in behalf of the corporation by authority of its Board of Directors, and Larry G. Schulz 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 seal the day and year last above written.

Jeanette Bestgen [Signature]
Notary Public

My commission expires:

JEANETTE BESTGEN
Notary Public-Notary Seal
State Of Missouri
Clay County
My Commission Expires Mar. 1, 1999

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EXHIBIT "A"

DESCRIPTION:

LOTS

All of Lots 1 thru 74, inclusive The Oaks Revised First Plat, located in Gladstone, Clay County, State of Missouri and the final plat recorded and filed in instrument number N 27308, plat book E, page 35, dated JANUARY 9, 1947.

COMMON PROPERTIES

Tract " A", tract "B" and tract "C" as shown on The Oaks Revised First Plat, located in Gladstone, Clay County, State of Missouri and recorded and filed in instrument number N 27308, plat book E, page 35, dated JANUARY 9, 1947.

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BOOK 3111 PAGE

AMENDMENT NUMBER SIX TO
THE OAKS DECLARATION OF RESTRICTIONS

This Amendment Number Six to The Oaks Revised First Plat Declaration of Restrictions, made and entered into this 1st day of February, 2000, by Intra-State Development Co., hereinafter referred to as Declarant, a Missouri corporation, which is the owner of numerous Lots of The Oaks Revised First Plat, a subdivision of land in the City of Gladstone, Clay County, Missouri, which was formally platted on the 29th day of July, 1996, recorded January 9, 1996, Instrument Number N27308, Plat Book E, Page 35, The Oaks Second Plat, a subdivision of land in Gladstone, Clay County, Missouri, which was formally platted on the 24th day of April, 1997, recorded April 24, 1998, Instrument Number N87805, Cabinet E, Sleeve 75, The Oaks Third Plat, a subdivision of land in Kansas City, Clay County, Missouri, which was formally platted on the 24th day of May, 1997, recorded July 29, 1998, Instrument Number P3098, Cabinet E, Sleeve 83, and The Oaks Fourth Plat, a subdivision of land in Kansas City, Clay County, Missouri, which was formally platted on the 1st day of July, 1997, recorded July 29, 1998, Instrument Number P3102, Cabinet E, Sleeve 84, and the Secretary of The Oaks Homes Association, Inc., on behalf of sixty percent (60%) or more of the Owners of the lots in The Oaks subdivision which have approved in writing the following amendment to the Declaration of Restrictions; and

WHEREAS, The Oaks Revised First Plat Declaration of Restrictions was heretofore amended by Amendment Number One to The Oaks Revised First Plat Declaration of Restrictions dated February 28, 1997 recorded in the Office of the Recorder of Deeds of Clay County, Missouri as Document No. N35104 on March 20, 1997 in Book 2660, Page 90; and

WHEREAS, The Oaks Revised First Plat Declaration of Restrictions was heretofore amended by Amendment Number Two to The Oaks Revised First Plat Declaration of Restrictions dated December 1, 1997 recorded in the Office of the Recorder of Deeds of Clay County, Missouri as Document No. P0610 on June 14, 1998 in Book 2856, Page 295; and

WHEREAS, The Oaks Revised First Plat Declaration of Restrictions was heretofore amended by Amendment Number Three to The Oaks Revised First Plat Declaration of Restrictions dated December 1, 1997 recorded in the Office of the Recorder of Deeds of Clay County, Missouri as Document No. P3099 on July 29, 1998 in Book 2863, Page 257; and

WHEREAS, The Oaks Revised First Plat Declaration of Restrictions was heretofore amended by Amendment Number Four to The Oaks Revised First Plat Declaration of Restrictions dated December 1, 1997 recorded in the Office of the Recorder of Deeds of Clay County, Missouri as Document No. P3103 on July 29, 1998 in Book 2863, Page 262; and

WHEREAS, The Oaks Revised First Plat Declaration of Restrictions was heretofore amended by Amendment Number Five to The Oaks Revised First Plat Declaration of Restrictions dated May 14, 1998 recorded in the Office of the Recorder of Deeds of Clay County, Missouri as Document No. P13703 on October 1, 1998 in Book 2895, Page 228; and

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BOOK 311 PAGE

WHEREAS, it is the wish and desire of Intra-State Development Co. and the Owners of more than sixty percent (60%) of the Lots within The Oaks Revised First Plat (exclusive of Lots owned by Intra-State Development Co.) to amend the Declaration of Restrictions by deleting Section 6.07 in its entirety and replace same with the following:

6.07 Signs. No signs, advertisements, billboards or advertising structures of any kind that are visible from adjoining Lots or Common Properties may be erected or maintained on any of the Lots or inside structures on any of the Lots; provided, however, that (a) if any Lot or tract is for sale, a "For Sale" sign may be erected and maintained on the applicable Lot or tract; (b) appropriate banners and signage may be maintained on each Lot or tract when under original construction and placement on the market for sale (the size, color, number and placement of such banners and signage must be approved by the Declarant); and (c) each Owner may maintain small signs giving notice that their home is protected by an alarm system.

NOW THEREFORE, the aforesaid Declaration of Restrictions are hereby modified to amend Section 6.07 as set forth above, to be recorded in the Office of Recorder of Deeds for Clay County, Missouri and shall be applicable to Lots 1 thru 74, inclusive, The Oaks Revised First Plat, a subdivision in the City of Gladstone, Clay County, Missouri, Lots 148 thru 174, inclusive, The Oaks Second Plat, a subdivision in the City of Gladstone, Clay County, Missouri, Lots 105 thru 147, inclusive, and Lot 175, The Oaks Third Plat, a subdivision in Kansas City, Clay County, Missouri, and Lots 75 thru 103, inclusive, and Lots 176 thru 183, inclusive, The Oaks Fourth Plat, a subdivision in Kansas City, Clay County, Missouri.

IN WITNESS WHEREOF, the Declarant and the Secretary of The Oaks Homes Association, Inc., have for themselves and their heirs, successors and assigns, placed their signatures effective as of the day and year first above written. This document may be executed in multiple original counterparts, all of which will be considered as one document. The said Secretary does hereby certify that more than sixty percent (60%) of the Owners of lots in The Oaks have approved such amendment in writing and that such written approvals are on file in the office of The Oaks Homes Association, Inc.

INTRA-STATE DEVELOPMENT CO.,
a Missouri corporation

(NO SEAL)

By: Robert J. Ellis
Robert J. Ellis, Vice-President

ATTEST:
Robert J. Ellis
Secretary

