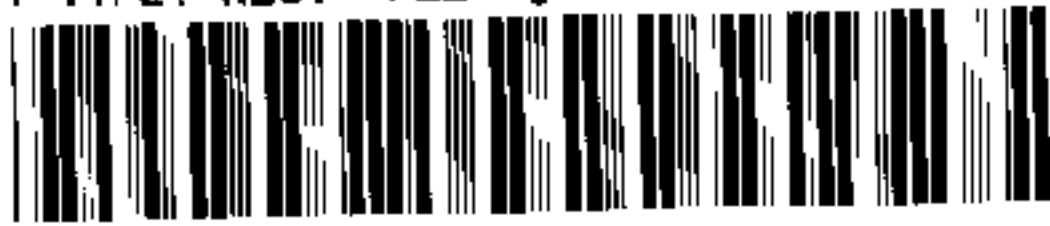


RECORDER'S CERTIFICATION
JACKSON COUNTY, MISSOURI

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ROBERT T. KELLY, DIRECTOR, RECORDER OF DEEDS

Title of Document: RESTRICTIONS

Date of Document: 1/11/07

Grantor(s): MARKIRK DEVELOPMENT LLC

Grantee(s): LAKESIDE AT CHAPMAN FARMS LOTS 1-49

Legal Description: set out below see Page _____ see Exhibit _____

LOTS 1-49, LAKESIDE AT CHAPMAN FARMS, A SUBDIVISION IN BLUE SPRINGS,
JACKSON COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF.

Reference Book(s) and Page(s): in Book _____ at Page _____ & in Book _____ at Page _____

DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
LAKESIDE AT CHAPMAN FARMS PHASE I

THIS DECLARATION made on the date hereinafter set forth by **MARKIRK DEVELOPMENT LLC**, a Missouri limited liability company, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in the City of Blue Springs, County of Jackson, State of Missouri, which is more particularly described as:

Lots 1-49, Lakeside at Chapman Farms, a Subdivision in Blue Springs, Jackson County, Missouri, according to the recorded Plat thereof; and

WHEREAS, Declarant is now developing the first phase of a high quality residential subdivision of which the heretofore described property will ultimately form a portion, and which subdivision shall ultimately include single family residential dwellings, extensive common areas, green spaces, and other features of the like; and

WHEREAS, Declarant desires to place certain protective covenants, conditions, restrictions, reservations, liens and charges on said property, as hereafter set forth, and such other property as may subsequently be subjected hereto, for the use and benefit of Declarant, its grantees and assigns; and

WHEREAS, the Declarant desires to provide for the preservation and enhancement of the property values, amenities and opportunities in a residential subdivision to be developed in the aforesaid area and for the maintenance of the property and improvements thereon, and such other property as may be subsequently subjected hereto, and to this end desires to subject the real property heretofore described, to the covenants, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof, and

WHEREAS, the Declarant has deemed it desirable, for the efficient preservation of the environment, values, and Independent Amenities in said Property, to create an agency or agencies to which should be delegated and assigned the powers of owning, maintaining and administering the community properties and facilities and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created, and promoting the recreation, health, safety and welfare of the residents; and

WHEREAS, the Declarant has incorporated or caused to be incorporated or will cause to be incorporated, under the laws of the State of Missouri the Lakeside at Chapman Farms Homeowner=s Association, Inc., as a not-for-profit corporation for the purpose of exercising the functions aforesaid for the benefit of and applying to all of the property now or hereafter covered by this Declaration; and

WHEREAS, Declarant=s predecessor in interest, Green Fields Development, LLC, a Missouri limited liability company, the "Master Developer", is in the process of developing the Property and other adjoining parcels (the "Master Development"), which originally consisted of approximately 485.51 acres (with other adjoining tracks to be added), into a first class, high quality master planned mixed use PUD Development to be known as *AChapman Farms,* @ which will be comprised of several interconnected subdivisions, such as Lakeside at Chapman Farms, offering a wide variety of residential settings, such as single family residential dwellings (including, but not necessarily limited to, custom homes on estate size lots, custom homes on non-estate lots, neo-traditional homes, maintenance-free homes, single-family homes for those over 50 years of age, mid-range homes, patio homes, and entry-level homes), townhouse units, four-plex condominiums, garden apartments, a senior citizens apartment complex and duplexes. In addition, the design of Chapman Farms will provide extensive Common Areas with interconnected walking trails, bike trails, a lake, recreational facilities, green spaces, and other similar features for the common use and enjoyment throughout all of the separate, independent subdivisions comprising Chapman Farms. Moreover, a portion of the Chapman Farms property will, over time, provide commercial space for a wide variety of uses, including service offices, neighborhood retail centers, and perhaps a regional retail center; and

WHEREAS, that in addition to these Independent Covenants, the Master Developer has also placed certain protective covenants, conditions, restrictions, reservations, liens and charges on said Master Development of Chapman Farms Property, and such other property as may subsequently be subjected hereto, for the use and benefit of the Master Developer, its grantees and assigns (the "Master Declaration of Chapman Farms"); and

WHEREAS, Declarant's above-referenced Property constitutes an "Independent Subdivision" and Declarant is a "Subdeveloper" by virtue of the above-referenced Master Declaration of Chapman Farms. Moreover, the Master Developer has required Declarant (and the Declarant has agreed) to install and construct the initial improvements to any Master Development Common Area within the Independent Subdivision, such as the Property identified above, in accordance with the recorded plat of the Master Development, which was attached as Exhibit AA@ to the Master Declaration at Chapman Farms and the PUD Site Plan, which was attached as Exhibit AB@ to the Master Declaration at Chapman Farms. Moreover, it is Master Developer=s desire and intent that each interconnected Subdivision, Tract, Pod, or Lot shall have its own independent restrictive covenants (the *AIndependent Covenants*@) and its own independent owners association applicable only to that Independent Subdivision (the *AIndependent Subdivision Association*@), and that the Master Declaration of Chapman Farms would constitute an overlay of said Master Development, providing uniform access, use, and enjoyment of the Common Areas of

Chapman Farms for all property owners within Chapman Farms, regardless of the particular Independent Subdivision in which said Owner lives or owns or the separate Independent Covenants to which their individual property is bound and the Independent Subdivision Association to which they belong. The foregoing notwithstanding, the Master Developer has acknowledged that in so subdividing the Master Development, the developers of the Independent Subdivision(s), such as Declarant, may develop, construct, and install separate and distinct amenities (such as a pool, a pool house, a clubhouse, a playground, or other such improvements) (the **Independent Amenities**), which shall be for the sole and exclusive use and enjoyment of those Owners within their Independent Subdivision(s), the cost of construction and maintenance of which shall likewise be the sole and exclusive cost of the developer of said Independent Subdivision(s), such as Declarant, its Independent Subdivision Association, and/or the Owners entitled to the sole and exclusive use and enjoyment of those Independent Amenities; and

WHEREAS, the Declarant desires to provide for the financial means necessary and desirable to maintain the Common Areas of Chapman Farms located within Declarant's Independent Subdivision for the access, use, and enjoyment of all property owners within Master Development at Chapman Farms (for those Common Areas which are not Independent Amenities within Independent Subdivision, but rather for the common use of all Owners within the Master Development, regardless of the particular interconnected subdivision, tract, Pod, or Lot in which said Owner lives or owns or the Independent Restrictive Covenants to which their individual property is bound and the Independent Owners Association to which they belong), and Declarant desires to do so by providing for the collection and disbursement of assessments and charges hereinafter created which shall be attributed solely to the Common Areas of Chapman Farms and assessed in accordance with the Master Declaration of Chapman Farms (which assessments and charges shall be in addition to, and not in place of, the assessments resulting from these Independent Covenants and Independent Subdivision Association of Lakeside at Chapman Farms). Moreover, the Declarant also desires to provide for the financial means necessary and desirable to maintain the Independent Amenities, if any, located within Declarant's Independent Subdivision identified above for the exclusive access, use, and enjoyment of all property owners within Declarant's Independent Subdivision, identified above (for those Independent Amenities within Declarant's Independent Subdivision, and Declarant desires to do so by providing for the collection and disbursement of assessments and charges hereinafter created which shall be attributed solely to the Independent Amenities assessed in accordance with these Independent Covenants (which assessments and charges shall be in addition to, and not in place of, the assessments resulting from the Master Declaration of Chapman).

NOW, THEREFORE, Declarant hereby declares that all of the Property described above and any property subsequently annexed by separate Declaration hereto (except as expressly provided in such annexation), shall be held, sold and conveyed subject to the following declarations, easements, restrictions, covenants and conditions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of

said Property known as Lakeside at Chapman Farms. These declarations, easements, covenants, restrictions and conditions shall run with the real property and shall be binding on all parties having or acquiring any right, title or interest in the described property or any part thereof, their heirs, successors and assignees, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. **"Association"** and/or **"Independent Subdivision Association"** shall mean and refer to the Lakeside at Chapman Farms Homeowner=s Association, Inc., its successors and assignees.

Section 2. **"Common Area"** shall mean all real property (including the improvements thereto) owned by the Association for the common use, enjoyment and benefit of all the members of the Association (as well as the Master Association), and shall include easements granted to the Association (as well as the Master Association) for the common use and benefit of all Association members (as well as for the common use and benefit of all Master Association Members).

Section 3. **"Declarant"** shall mean and refer to MARKIRK DEVELOPMENT LLC, its successors and assignees.

Section 4. **"Independent Amenities"** shall mean and refer to those improvements constructed in the subdivision of Lakeside at Chapman Farms which are intended for the sole and exclusive use and enjoyment of the residential property owners of Lakeside at Chapman Farms and financially supported by those owners independent of any other subdivision within Chapman Farms.

Section 5. **"Independent Covenants"** shall mean and refer to this Declaration of Covenants, Conditions, and Restrictions of Lakeside at Chapman Farms.

Section 6. **"Independent Subdivisions"** shall mean and refer to the subdivision of Lakeside at Chapman Farms.

Section 7. **"Lot"** shall mean and refer to any separately designated or numbered plot of land shown upon any recorded subdivision map of the Property excepting the Common Area.

Section 8. **"Maintenance"** shall mean the exercise of reasonable care to keep buildings, landscaping, lighting and other related improvements and fixtures in a condition comparable to their original condition, normal wear and tear excepted. Maintenance of landscaping shall further mean the exercise of generally accepted garden management practices necessary to promote a healthy, weed-free environment for optimum plant growth.

Section 9. **"Master Association"** shall mean and refer to the Association of all Owners of property within the Master Development of Chapman Farms.

Section 10. **"Master Development"** shall mean and refer to the Development of all property within the Master Development of Chapman Farms.

Section 11. **"Master Declaration"** shall mean and refer to the Master Declaration of Chapman Farms.

Section 12. **"Member"** shall mean and refer to every person or entity that holds membership in the Association.

Section 13. **"Mortgage"** shall mean a conventional mortgage or a deed of trust.

Section 14. **"Mortgagee"** shall mean a holder of a conventional mortgage or a beneficiary under or holder of a deed of trust.

Section 15. **"Owner"** shall mean and refer to the record owner, whether one or more persons or entities, of a free simple title to any Lot or other land which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 16. **"Property"** shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association, and these restrictions, as hereinafter provided.

Section 17. **"Platted End Owner"** shall mean subsequent purchasers of any property within Chapman Farms after same has been platted for further subdivision and sale in accordance with the PUD Concept Plan approved by the City of Blue Springs, Missouri.

Section 18. **"Supplementary Declaration"** shall mean and refer to any declaration of covenants, conditions or restrictions which may be recorded by the Declarant which contains some complementary provisions in relation to the Property or any portion thereof as authorized herein and is reasonably related to the general welfare of the Owners and occupants within the Property or the portion thereof affected by same.

ARTICLE II

ANNEXATION OF ADDITIONAL PROPERTIES

Section 1. If the Declarant should develop additional lands within the immediate vicinity of and contiguous to, or immediately adjacent to a public road or area which is contiguous to, the heretofore described land subject to this Declaration, or other land hereafter annexed to the heretofore described land, such additional lands may be annexed to said Property by the Class B Member without the assent of any other Member.

ARTICLE III

A. ASSOCIATION MEMBERSHIP

Section 1. Each Owner (notwithstanding the number of Lots owned) shall be entitled to one (1) Association Membership and one (1) vote in the Association as a Class A Member so long as the Owner remains an Owner of such Lot(s), and such Owner shall specify in writing to the Association the name of the individual who holds the Association Membership. In the absence of such written specification, Assessments shall be charged against the Lot and Owner thereof, but there shall be no right to vote the Membership. The Member must be an individual who, is either an Owner, or if the Owner is or includes another individual, the Member may be an individual who is a partner if the Owner is or includes a corporation, or a beneficiary of a trust if the Owner is or includes a trust, or an owner of an entity if the Owner is or includes a person other than an individual, a partnership, a corporation or a trust. Anything in this subsection to the contrary notwithstanding, where a Lot is owned of record in any manner of joint or common ownership, the joint or common Owners thereof shall share among them the rights (including voting rights) given to an Owner pursuant to this Declaration, which they shall be entitled to exercise as a whole, but not in part, in whatever manner they shall jointly determine. With respect to voting rights in particular, joint or common ownership of a Lot shall entitle the Owners thereof to a total of one (1) vote, to be exercised in whatever manner they shall jointly determine.

Section 2. A builder of a residence on a Lot, although an Owner, shall not be entitled to any vote in the Association unless and until such builder occupies the Living Unit as such builder's sole place of residence.

Section 3. Subject to the provisions of this ARTICLE III, once a Member has been specified as an Owner, a successor Member may only be specified as such Owner upon at least fifteen days' prior notice to the President of the Association; provided, however, the foregoing shall not impair any other provisions of ARTICLE III.

Section 4. A Membership shall not be transferred, pledged or alienated in any way, except as herein expressly provided. Subject to the provisions of ARTICLE III, an

Association Membership shall automatically be transferred to a new Owner upon the transfer of the Lot to which it appertains (and then only to such transferee), whether by sale, intestate succession, testamentary disposition, foreclosure of a mortgage or other legal process transferring fee simple title to such Lot.

Section 5. The Declarant shall be the Class B Member.

Section 6. Notwithstanding anything in this ARTICLE III or elsewhere in this Declaration to the contrary, the Class B Member shall maintain absolute and exclusive control over the Association, the Association Board and the ARC, including appointment and removal of the president and all officers of the Association, all directors of the Association Board and all members of the ARC until all of the Lots in the Development Plan have been sold to Owners other than builders. Until such time, only the Class B Member shall be entitled to cast any votes with respect to the election and removal of the Association officers, directors and members of the ARC, or any other matter requiring the vote or approval of the Association Board or of Association Members. The Class B Member may voluntarily (but shall not be required) at any time relinquish all or any part of the Class B Member's control and rights herein.

B. MASTER ASSOCIATION MEMBERSHIP

In addition to membership in the Lakeside at Chapman Farms Homeowners Association, each Owner is entitled to participate in the selection of a Representative to the Master Association in accordance with Article III Association Membership set forth in the Master Declaration.

ARTICLE IV

A. ASSOCIATION VOTING RIGHTS

The Association shall have two (2) classes of voting membership.

Class A. Class A Members shall be all Owners with the exception of the Declarant. Class A Members shall be entitled to one (1) vote for each Lot in which they hold the interest required for membership by ARTICLE III. When more than one person holds such interest in any Lot, all such persons shall be Members. 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 Lot.

Class B. The Class B Member shall be the Declarant.

B. MASTER ASSOCIATION VOTING RIGHTS

In addition to the voting rights in the Lakeside at Chapman Farms Homeowners Association, as set forth above, each Owner is entitled to participate in the selection of a Representative to the Master Association in accordance with Article III Association Membership set forth in the Master Declaration.

ARTICLE V

POWERS AND DUTIES

In addition to any and all powers, rights and privileges granted to a Missouri not-for-profit corporation, the Association shall have the following powers and duties whenever in the exercise of its discretion it may deem them necessary or advisable:

(1) To enforce, in its own name, any covenants, conditions or restrictions which may now or may hereafter be imposed upon any of the Property. The expenses and costs of any such proceeding may be paid out of the general fund of the Association.

(2) To maintain, plant, care for, spray, trim, protect and replant trees, grass, shrubs and other landscaping on all streets in public places or in the Common Area.

(3) To provide and maintain such lights as the Association may deem advisable on streets, areas dedicated to the public or for the use of Members of this Association, gateways, entrances or other features.

(4) To provide for the establishment, operation and maintenance of parks, playgrounds, community center, recreational facilities, gateways and entrances, fountains, streams, all ornamental features and the equipment thereof on any land set aside for the general use of the public or the Owners, or to which all such Owners have access and use thereof; and to provide for the Maintenance of natural water courses within the Property.

(5) To provide for all general items of use, maintenance and repair on or over the Common Area, including fences.

(6) To provide for additional police service by special arrangement with State, City or County authorities.

(7) To obtain fire insurance covering the full insurable replacement value of the improvements to Common Area with extended coverage.

(8) To obtain liability insurance insuring the Association against any and all liability to the public, to any Owner, or to the invitees or tenants of any Owner arising out of their occupation and/or use of the Common Area. The policy limits shall be set by the Association, and shall be reviewed at least annually and increased or decreased at the discretion of the Association.

(9) To obtain worker's compensation insurance to the extent necessary to comply with applicable law, and any other insurance deemed necessary by the Board of Directors of the Association.

(10) To obtain a standard fidelity bond covering all Members of the Board of Directors of the Association and all other employees of the Association in an amount to be determined by the Board of Directors.

(11) To mow, care for and maintain, and to cut and remove weeds and grass from vacant property; to pick up and remove therefrom loose material, trash and rubbish of all kinds, and to do any other thing necessary or desirable in the judgment of the officers of said Association to keep such vacant and unimproved property neat in appearance and in good order.

(12) To acquire and own the title to such real estate as may be reasonably necessary in order to carry out the purposes of the Association, and to pay taxes on such real estate as may be so used by it, and such taxes as may be assessed against the Common Area. To borrow money, to mortgage, pledge, deed in trust or hypothecate any or all of its real or personal property as security for debts incurred or money borrowed.

(13) To enter into such agreements with other Homes Associations, municipalities, political subdivisions, individuals and corporations in order to implement the purposes of the Association and to provide such improvements for the benefit of the owners and members of this Association within the purview of this Declaration.

(14) To cooperate with the Master Developer to provide uniform rules and regulations for the collection of garbage and rubbish and for the disposal of such garbage and rubbish as is collected and to provide a uniform method for the collection and disposal of garbage and rubbish from the residences or other property of the Members. The foregoing notwithstanding, the Master Association shall solely negotiate for the uniform collection and disposal of garbage and rubbish in an effort to improve the aesthetics of all subdivisions within Chapman Farms so that collection occurs on or about the same day of the week in each Subdivision and

minimize the number of garbage and rubbish haulers so as to correspondingly minimize the wear and tear to the streets within all subdivisions in Chapman Farms. The Master Association shall not be responsible, financially or otherwise, for the billing, collection, or fulfillment of said collection service.

(15) To maintain, plant, care for, spray, trim, protect and replant trees, grass, shrubs and other landscaping on the right-of-way property owned by the Missouri Department of Transportation (AMoDOT®) located immediately west of the Property and adjacent to SW Missouri Route 7, in accordance with the Landscaping Plan approved by MoDOT, with the consent and approval the City of Blue Springs.

ARTICLE VI

A. COVENANT FOR MAINTENANCE ASSESSMENTS FOR INDEPENDENT AMENITIES

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Property, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any deed or other conveyance, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and such costs of collection thereof, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the Property against which each such assessment is made. Each such assessment, together with such interest, costs and reasonable attorney's fees shall also be the personal obligation of the person or persons who were the Owner or Owners of such Property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in the Property and in particular for the improvements and maintenance of the Property, including, but not limited to, the payment of taxes and insurance on the Common Area, repairs to, replacement of and additions to the Common Area, for the cost of labor, equipment, materials, management and supervision of the Common Area, and for the maintenance, repair and services listed in ARTICLE V hereof, and for any other purpose which is necessary or desirable for the maintenance and improvement of the Property and Common Area, or which is of general benefit to the Owners and occupants. Assessments may also be used to enforce the Restrictions.

Section 3. Basis and Maximum of Annual Assessments. Until January 1 of the year immediately following the recording of this Declaration, the maximum annual

assessment shall be no more than two hundred and fifty and no/100 Dollars (\$250.00) per Lot.

(a) From and after January 1 of the year immediately following the recording of this Declaration, the maximum annual assessment may be increased effective January 1 of each year without a vote of the membership in conformance with the rise, if any, of the Consumer Price Index (published by the Department of Labor, Washington, D.C.) between the months of July during the two (2) immediately preceding calendar years. Such increased amount as calculated and established from time to time shall be deemed to be the new maximum annual assessment amount for the purpose of increasing the maximum annual assessment from time to time for subsequent years.

(b) From and after January 1 of the year immediately following the recording of this Declaration, the maximum annual assessment may be increased above that established by the Consumer Price Index formula by a vote of the Members for the next succeeding two (2) years and at the end of each such period of two (2) years, for each succeeding period of two (2) years, provided that any such change shall have the assent of two thirds (2/3) of the votes of each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting. The limitations hereof shall not apply to any change in the maximum and basis of the assessments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy in any assessment year, a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of three fifths (3/5) of the votes of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for taking any action authorized under Section 3 or 4 shall be sent to all Members not less than thirty (30) days or more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of

membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement and the required quorum at the subsequent meeting shall be one half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate per Lot.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to an individual Lot when the house is occupied or when the house closes whichever comes first. The first annual assessment for an individual Lot shall be prorated according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period which shall be based upon a calendar year. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due date shall be January 1st of each year unless established otherwise by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessments, which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of ten percent (10%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Property, and interest, costs and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non use of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of assessments provided for herein shall be subordinate to the lien of any first mortgage or first deed of trust. Sale or transfer of any Lot shall not affect the assessment lien; provided, however, that in the event of default in the payment of any obligation secured by such mortgage or deed of trust such subordination shall apply only to the assessments or installments thereof which shall become due and payable prior to the sale of such Property pursuant to a foreclosure of such mortgage or pursuant to power of sale under such deed of trust, or prior to a conveyance to the mortgagee or holder of the deed of trust in lieu of foreclosure. Such sale or conveyance in lieu of foreclosure shall not relieve such Property from liability for any assessments or installments thereof thereafter becoming due nor from the lien of any such subsequent assessments or installments.

Section 10. Exempt Property. The following Property subject to this Declaration shall be exempt from the assessments created herein: (a) all properties dedicated to and accepted by a local public authority; and (b) any portion of the Property dedicated or set aside as Common Area. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

**B. COVENANT FOR MAINTENANCE ASSESSMENTS
FOR MASTER DEVELOPMENT COMMON AREAS**

In addition to the assessment obligations for the Independent Amenities in the Lakeside at Chapman Farms Homeowners Association, as set forth above, each Owner is obligated to the Covenant For Maintenance Assessments set forth in Article VII of the Master Declaration. As a result, for each Lot owned within the Property, each Owner of any Lot or Living Unit by acceptance of a deed therefor, whether or not it shall be so expressed in any deed or other conveyance, is deemed to covenant and agrees to pay to the Master Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and such costs of collection thereof, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the Property against which each such assessment is made. Each such assessment, together with such interest, costs and reasonable attorney's fees shall also be the personal obligation of the person or persons who were the Owner or Owners of such Property at the time when the assessment fell due. The personal obligation for delinquent assessments shall pass to any successors in title without relieving the joint and several responsibility for the payment of said assessment. The annual and special assessments, together with any late fee or interest, shall be paid to and collected by the Independent Subdivision Association known as Lakeside at Chapman Farms Homeowners Association where the Lot is located at the same time and in the same manner as the annual and special assessments for Lakeside at Chapman Farms Homeowners Association, and Lakeside at Chapman Farms Homeowners Association shall forward said payment to the Master Association, together with all other annual and special assessments collected within Lakeside at Chapman Farms Homeowners Association. For example, if the Master Association's annual assessment for Lot A1@ in "Lakeside at Chapman Farms@ is \$200.00 (which would be the same assessment for all lots in all other subdivisions at Chapman Farms) and the "Lakeside at Chapman Farms Homeowners Association=s@ annual assessment for all lots in "Lakeside at Chapman Farms" is \$250.00 (to support its private, exclusive Independent Amenities, such as a pool or a clubhouse), the Owner of Lot A1@ "Lakeside at Chapman Farms" will tender to "Lakeside at Chapman Farms Homeowners Association" the sum of \$450.00 on or before July 1, and "Lakeside at Chapman Farms Homeowners Association," the Independent Subdivision Association, will tender the sum of \$200.00 attributed to Lot A1@ to the Master Association (together with all other annual assessments collected for all other lots within its Independent Subdivision Association), and retain \$250.00 attributed to

Lot A1@ (together with all other annual assessments collected for all other lots within its Independent Subdivision Association) for the expenses and operation of the Independent Amenities specific to "Lakeside at Chapman Farms Homeowners Association." As part and parcel of this obligation, each Lot shall be subject to the remaining provisions set forth in Article VII of the Master Declaration.

C. Neighborhood Improvement District (NID). The Master Developer, in conjunction with other Property Owners, and the City of Blue Springs have worked together for the purpose of forming a Neighborhood Improvement District (NID) to pay for the construction of the waste water treatment interceptor lines and other so related improvements, which the City of Blue Springs has agreed to support. As a result, the cost of the waste water improvements resulting from the NID will be assessed on the land and individual homes within the Property. Furthermore, Declarant acknowledges all Independent Subdivisions must comply with the requirements of Ordinance Number 3790, Section 39(9), and the requirements of Ordinance Number 3840 (including its attached Road Improvement Schedule).

ARTICLE VII

ARCHITECTURAL CONTROL

Section 1. Conditions. No construction, improvements, alterations, repairs, excavations, repainting of an improvement a different color, changes in grade or other work which in any way alters the exterior of any Property or the improvements located thereon from its natural or improved state existing on the date such Property was first conveyed in fee by the Declarant to an Owner shall be made or done without the prior approval of Declarant, so long as the Class B membership continues to exist. No building, fence, wall, landscaping, residence or other structure shall be commenced, erected, maintained, improved, altered, made or done without the prior written consent of Declarant, so long as the Class B membership continues to exist. Prior to the commencement of any such process, the Owner or his representative shall submit detailed plans and specifications to Declarant concerning the work to be done or changes to be made including the location on the Lot where such changes are to be made, and any other pertinent details.

Section 2. The Architectural Review Board. An Architectural Review Board consisting of three (3) or more persons shall fulfill the functions of Declarant as set forth in this ARTICLE VII. At such time as the Class B membership shall cease to exist, such Board shall be appointed by the Board of Directors of the Association.

Section 3. Purpose. Declarant or the Architectural Review Board as applicable shall regulate the external design, appearance, use, location and Maintenance of the Property and of improvements thereon in such a manner to preserve and enhance values

and to maintain a harmonious relationship among structures and the natural vegetation and topography.

Section 4. Procedures. In the event Declarant fails to approve, modify or disapprove in writing an application within thirty (30) days after plans and specifications in writing have been submitted to it, in accordance with adopted procedures, approval will be deemed granted. The applicant may appeal an adverse Architectural Review Board decision to the Board of Directors, which may reverse or modify such decision by a two thirds (2/3) vote of the directors. No appeal may be taken from a decision of Declarant.

Section 5. Master Developer Architectural Control. In addition to the approval rights afforded to the Declarant and the Architectural Review Board, as set forth above, all improvements, alterations, repairs, or other work impacting the Property is subject to the approval rights afforded the Master Developer as set forth in Article IX of Master Declaration.

ARTICLE VIII

USE RESTRICTIONS

Section 1. Use of Land. None of said Lots 1-49 may be improved, used, or occupied for other than private single family residential purposes (except for model homes used by the Declarant) and no flat or apartment house, although intended for residential purposes, may be erected thereon. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any portion of any Lot at any time as a residence, either temporary or permanently. No Lot may be improved, used or occupied for purposes other than as provided by applicable zoning laws and restrictions filed of record in relation thereof.

Notwithstanding any other provision of this Article, it shall be expressly permissible for the Declarant and its contractors and subcontractors to maintain, during the period of construction of any improvements upon any Lot, such facilities as in the sole opinion of the Declarant may be reasonably required, convenient or incidental to the construction of such improvements.

Section 2. Height Information. Any residence erected on any of said Lots shall not be more than two (2) levels in height, above ground, provided That a residence more than two (2) stories in height may be erected on any of said Lots with the written consent of Declarant or the Architectural Review Board, after its appointment.

Section 3. Minimum Size Requirements. The minimum square footage requirements will be as follows:

A. **Lakeside at Chapman Farms.** For all Lots in Lakeside at Chapman Farms, any residence consisting of a single level, above ground level, with an attached garage shall contain a minimum of 1,600 square feet of enclosed floor area. Any one and one-half story residence with an attached garage shall contain a minimum of 800 square feet of enclosed floor area on the first floor above ground level and a total combined floor area of all levels above ground level of 1,600 square feet. Any two-story residence shall have an attached garage and shall contain a minimum of 800 square feet of enclosed floor area on the first level above ground and a combined floor area of both levels above ground of 1,600 square feet unless otherwise approved in writing by the Declarant or the Architectural Review Board.

B. The term "enclosed floor area" as used herein shall mean and include areas of the residence enclosed and furnish for all year occupancy, computed on outside measurements of the residence, and shall not mean or include any patio areas, basement, garages, carports, porches, breezeways or attics. The words "ground-level" as used herein shall mean the ground elevation of the lot when finished graded at the front of any residence as constructed on such lot, extended on a plane from front to back of the residence. Deviations from the foregoing minimum square footage may only be granted by the Declarant or the Architectural Review Board in its discretion, if Declarant or the Architectural Review Board determines such variations shall not be detrimental to the subdivision when viewed as a whole unit.

Section 4. Above Ground Pools Prohibited. No above ground swimming pools (including inflatable, temporary pools of a depth exceeding one (1) foot) shall be erected, installed, constructed and/or maintained by an Owner on any Lot, other than an entirely portable and movable wading pool of not more than one (1) foot in depth.

Section 5. Building Lines. No dwelling or residence shall be located nearer to the front Lot lines or side Lot lines than as indicated on the recorded plat map. Declarant reserves the right to permit the construction of a dwelling on said Property on any Lot two (2) feet nearer to any street line which abuts such Lot by executing and recording a proper instrument in writing changing the building setback line.

Section 6. Garages. Each residence shall have an attached garage for not less than three (3) cars. The driveway on each Lot shall contain sufficient paved area for the off street parking of at least two (2) cars. All garages facing any street must be equipped with doors which shall be kept closed as much as practicable to preserve the appearance of the elevation of the house fronting on the street. No asphalt driveways will be permitted.

Section 7. Roofing Material. All roofing shall be weathered gray in color. The exact color and texture of which shall be approved in writing by Declarant or the

Architectural Review Board as applicable. Any other material due to pitch of roof must be submitted to Declarant or the Architectural Review Board for approval.

Section 8. Commercial Activity Prohibited. No commercial activity of any kind shall be conducted on any Lot, but nothing herein shall prohibit the carrying on of promotional activities by the Declarant for the sale of new construction by the Declarant or other builders, home offices which are not open for retail, or providing child care for four (4) or fewer children other than the Owner's children.

Section 9. Uncompleted Structures. 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 a damage condition longer than three (3) months. No building shall be occupied until the exterior shall have been completed.

Section 10. Easements. Easements for installation and maintenance of utilities and drainage facilities are and will be reserved by Declarant as shown on the recorded plat of said land. Such easements shall include the right of ingress and egress for construction and maintenance purposes. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each Lot and all improvements in it shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utility company is responsible.

Section 11. Nuisances. No noxious or offensive activity shall be carried on upon any portion of the Property, nor shall anything be done thereon that may be or become a nuisance or annoyance to the neighborhood.

Section 12. Utilities. Water, gas, lights, telephone and other utilities shall be located underground on each residential Lot, except perimeter Lots and other tracts of land.

Section 13. New Construction. All residences and other buildings permitted hereby on residential Lots shall be initially new construction. No building shall be moved onto any of such Lots.

Section 14. Animals Prohibited. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lots except that dogs, cats or other household pets not to exceed two (2) in number may be kept, provided they are not kept, bred or maintained for any commercial purpose. In no event shall such animals be kept on any Lot if they unreasonably disturb the Owner or residents of any other Lot. All animals shall be confined on the Owner's Lot and for the mutual benefit of all the Owners, no animal shall be allowed

or permitted on the Common Area, except when on a leash or when in direct and constant control of the Owner thereof or a member of his family. The construction, placement or erection of any structure, enclosure, cage, dog pen, dog run, or other device used to confine or house dogs, cats or other household pets is expressly made subject to the terms and conditions of ARTICLE VII.

Section 15. Advertising Prohibited. No advertising signs (except one of not more than nine (9) square feet "For Rent" or "For Sale" sign per Lot), billboards, unsightly objects, or nuisances shall be erected, placed or permitted to remain on any Lot, nor shall any Lot be used in any way for any purpose which may endanger the health or unreasonably disturb the Owner of any Lot or any resident thereof. No business activities of any kind whatsoever shall be conducted on any Lot or on any portion of any Lot, provided, further however, that the foregoing covenants shall not apply to the business activities, signs and billboards or the construction and maintenance of structures by the Declarant or other builders of residential structures during the construction and sale period, and of the Association, in furtherance of its powers and purposes as set forth in these Articles.

Section 16. Screening Required. All equipment, trash cans, garbage cans, wood piles and storage piles shall be kept screened by adequate planting or fencing so as to conceal them from view of neighboring Owners of Lots. All rubbish, trash, or garbage shall be regularly removed from each Lot, and shall be kept in sanitary containers. No clotheslines shall be permitted and no trash burning shall be permitted on any Lot.

Section 17. Antennas Prohibited. No exterior television or radio antennas of any sort shall be placed, allowed or maintained on any portion of any Lot. The foregoing prohibition shall expressly extend to satellite dishes or other devices designed to receive or pick up radio or television transmission signals in excess of thirty inches (30") in diameter.

Section 18. Storage Tanks. No storage of fuel may be maintained on any Lot above the surface of the ground.

Section 19. Automotive Repair Prohibited. No automotive repair or rebuilding or any other form of automotive manufacture, whether for hire or otherwise, shall occur on any Lot or Common Area hereby restricted.

Section 20. Parking and Storage of Vehicles Prohibited. No school buses, tractors trucks over 3/4 ton, recreational vehicles, boats, unmounted campers, trailers, unlicensed or inoperable or partially disassembled automobiles or other motor vehicles or trailers shall be parked in the open on any Lot or at the curb.

Section 21. Trash. No trash, refuse grass clippings or ashes shall be thrown, dumped or placed upon any undeveloped portions of the Property. All personal and household trash must be kept indoors except on trash days.

Section 22. Fences. No fences or walls shall be placed on any Lot without permission of the Architectural Review Board and no approved fence or wall shall be erected or maintained in such a manner as to obstruct the view of vehicular traffic. Any fences to be considered for construction on any Lot joining the Master Association's Common Area comprising the Lake shall be no taller than 4 feet in height and proposed of maintenance-free white vinyl, PVC or wrought iron material, or better. Final approval of said proposed fences on any Lot joining the Master Association's Common Area comprising the Lake shall be in the sole discretion of the Declarant or the Architectural Review Board. No wire or chain link fence shall be erected on any Lot.

Section 23. Trees and Landscaping Requirements.

- (a) Promptly upon completion of a residence on any Lot, and at all times thereafter, the Owner shall maintain, plant and/or cause to be planted within twenty feet of the street curb and along the frontage of such Lot a minimum of one deciduous or upright evergreen tree. If on a corner Lot one (1) tree for each road frontage. Such trees shall at all times be in one or more of the following groups and meet the following minimum size requirements:

Medium and large deciduous shade trees which shall be sized to minimum size of two (2) inches in caliper when measured six (6) inches above ground level. Upright evergreens shall have a minimum height of eight (8) feet from the ground level.

- (b) The classification system used to determine whether or not a tree falls within the categories listed above shall be the system for same established by the American Association of Nurserymen or such organization's successor by any merger or consolidation or a similarly established organization if the foregoing organization ceases to exist.
- (c) The front exterior of all residences shall at all times be landscaped with appropriate ornamental foundation plantings which shall be installed in accordance with a Declarant approved landscape plan Article VII, Section 1, within thirty (30) days of completion of the residence. Such landscape planting shall be maintained, cared for and replaced as needed by appropriate horticultural practices.

- (d) Within thirty (30) days following the completion of a residence on any Lot hereby restricted, the front yards and side yards shall be sodded so as to promptly provide uniform lawn or grass or other ground cover commonly used as a lawn ground cover material. All corner Lots will be sodded along side of house the full length of the side yard along street. Within the same period as aforesaid, the rear yard shall be sodded, plugged, sprigged, or seeded so as to promptly provide a uniform cover of grass or other ground cover commonly used as lawn ground cover material.

Section 24. Rent. No home shall be rented or leased. All homes must be owner occupied.

ARTICLE IX

GENERAL PROVISIONS

Section 1. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages or both, and against the land to enforce any lien created by these Covenants. Any such action may be initiated by the Declarant, any Owner, or the Homes Association created and referred to herein. Failure by the Declarant or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. In addition to any other remedy provided herein, a party, seeking the enforcement of these restrictions shall be entitled to such party's reasonable attorneys' fees, court costs and other costs of litigation from a party found to be violating the terms and conditions of this Declaration.

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

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years. The covenants and restrictions of this Declaration may be amended during the first twenty (20) year period by an instrument signed by those entitled to cast not less than seventy-five percent (75%) of the Class A Members and the Class B Member, and thereafter, by an instrument signed by Members entitled to cast not less than two thirds (2/3) of all votes.

Any amendment provided for hereunder shall become effective when the instrument of amendment is properly executed, acknowledged and filed for record in the Office of the Director of Records for Jackson County, Missouri, in the Recorder's Office in Independence.

Section 4. Notices. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

Section 5. Language Variation. The use of pronouns or of singular or plural as used herein shall be deemed to be changed as necessary to conform to actual facts.

IN WITNESS THEREOF, the said Declarant, by its duly authorized officers, has caused this instrument to be executed this 11 day of Jan 2007, ~~2006~~

MARKIRK DEVELOPMENT LLC

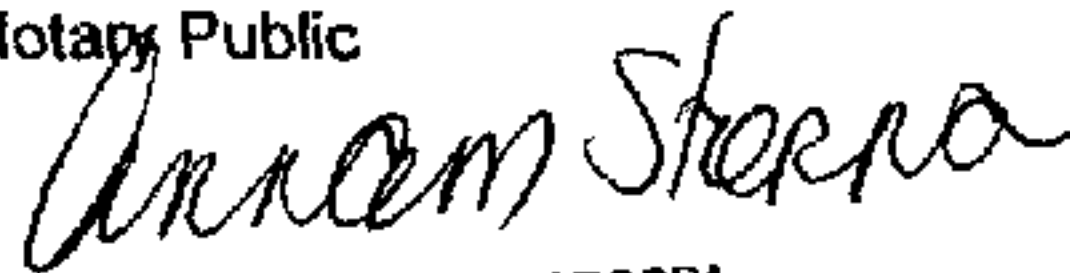
By 
Kirk Jones, Member

STATE OF MISSOURI)
)SS
COUNTY OF JACKSON)

ON THIS 11 day of Jan 2007, ~~2006~~, before me, the undersigned, a Notary Public in and for the said County and State, personally appeared **KIRK JONES**, known to me to be the same person whose name is subscribed to the foregoing instrument and personally known to me to be a Member of Markirk Development LLC, and acknowledged that he executed the said instrument as his free and voluntary act as such Member, and as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.

WITNESS my hand and notarial seal the day and year in this certificate above written.

Notary Public
Print Name:



My Commission Expires:

ANNA M. STOPPA
Notary Public-Notary Seal
STATE OF MISSOURI
Jackson County
Commission #05463083
My Commission Expires 11/11/09

after recording return to: COMMONWEALTH TITLE

FILE NO: AM07-005
Blue Springs office