

STATE OF MISSOURI
JOHNSON COUNTY
RECORDED

Date 8-3-05 Time 11:35 am
In Book 772 Page 125-154

Freddie Hunter, Recorder
DEPUTY

PD111 -
X VORBECK ASSOC - ENV
LET'S SUMMIT, MO

DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF IRON HORSE

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

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in Johnson County, Missouri, which is more particularly described as:

Part of the Southwest Quarter of the Northwest Quarter and part of the Southeast Quarter of the Northwest Quarter of Section 26, Township 46, Range 26, Johnson County, Missouri, including part of Juniper Ridge Subdivision Plat 1 and Juniper Ridge 3rd Plat, both subdivisions of land in the City of Warrensburg, Missouri, as previously platted and recorded, the tract being described as beginning at the Southwest corner of the Northwest Quarter of Section 26, aforesaid, run thence South 86°57'23" East along the South line thereof, 624.07 feet to the true point of beginning of the tract to be described: Thence North 3°16'00" East, 158.33 feet; thence North 86°44'00" West, 4.56 feet; thence North 3°16'00" East, 173.25 feet; thence North 86°44'00" West, 30.00 feet; thence North 3°16'00" East, 173.25 feet; thence South 86°44'00"

Johnson County, Missouri

East, 10.59 feet; thence North 3°16'00" East, 120.00 feet; thence South 86°44'00" East, 906.30 feet to a point on the West right-of-way line of Spring Ridge Road, as now located; thence South 3°15'57" West along said right-of-way line, 421.15 feet; thence along said right-of-way line on a curve to the right, being tangent to the last described course, having a radius of 170.93 feet and an arc length of 265.39 feet to a point on the East line of the Southwest Quarter of the Northwest Quarter of said Section 26; thence South 2°13'32" West along the East line of said Quarter Quarter Section, 30.00 feet to the Southeast corner of said Quarter Quarter Section; thence North 86°57'23" West along the South line of the Southwest Quarter of the Northwest Quarter of said Section 26, 715.04 feet to the true point of beginning. Contains 12.59 acres, more or less, subject to the right-of way of Patrick Road and any existing easements.

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

ARTICLE I DEFINITIONS

Section 1. Association. "Association" shall mean and refer to the Iron Horse Home Owners Association, Inc., its successors and assigns.

Section 2. Properties. "Properties" shall mean and refer to that certain real property hereinbefore legally described and such additions thereto as may hereafter be brought within the jurisdiction of the Association and made subject to this Declaration.

Johnson County, Missouri

Section 3. Common Area. “Common Area” shall mean and refer to any part of the property set aside pursuant to any recorded deed of the property by the Declarant to the Association for the common use and enjoyment of the members of the Association.

Section 4. Declarant/Developer. “Declarant/Developer” shall mean Iron Horse Development, LLC, a Missouri limited liability company, and/or an assignee to whom Developer or Declarant’s rights hereunder are assigned by an instrument duly executed and acknowledged by Declarant/Developer and filed of record.

Section 5. Lot. “Lot” shall mean and refer to any separately numbered plot of land shown upon the recorded plat of the property, together with any and all improvements now or hereafter located thereon, and all easements, rights, appurtenances, and privileges belonging or in any way pertaining thereto, excepting the common area and developer owned acreage. Each such plot of land shall have a separate legal description, as determined by the Plat or a Certificate of Survey, so that the descriptions of lots after platting will give legal descriptions, such as, by way of example, only: “Lot 1, Iron Horse Lots 1-42 & Tract A, a subdivision of Land in Section 26, Township 46, Range 26 in the City of Warrensburg, Johnson County, Missouri, according to the recorded plat thereof.”

Section 6. Member. “Member” shall mean and refer to every person or entity who holds a membership in the Association as provided in Article III of this Declaration.

Section 7. Owner. “Owner” shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any lot or other land which is a part of the properties, including contract sellers, but excluding those having an interest merely as security for performance of an obligation.

Johnson County, Missouri

Section 8. Parcel. "Parcel" shall mean and refer to all platted portions of the Properties consisting of one or more lots which are subject to the same Declaration or Supplementary Declaration.

Section 9. Supplementary Declaration. "Supplementary Declaration" shall mean any Declaration of Covenants, Conditions and Restrictions which may be recorded by the Declarant or Developer which contains such complementary provisions in relation to a parcel as are authorized herein and required for the general welfare of owners or occupants of lots or units within the parcel.

Section 10. Living Unit. "Living Unit" shall mean a residential unit intended for occupancy by a single family located on a lot established by plat or Certificate of Survey and subject to this Declaration. There shall be Seventy-One (71) Single-Family Living Units in the Iron Horse 1st and 2nd Phases.

Section 11. Common Properties. "Common Properties" shall mean and refer to those areas of land designated as common areas, if any, on any recorded subdivision plat, surveyor re-survey of the properties and intended to be devoted to the common enjoyment of the members of the Association, or subject to the control thereof, together with any and all improvements that are now or may hereafter be constructed thereon. In this Declaration common properties shall, without limitation, contain the following:

- (a) All green space, landscaping, sidewalks, parking areas, and parking spaces, except as otherwise provided herein;
- (b) All installments of central services for the benefit of more than one owner such as mailbox stand, pipes, wires, conduits, sewers, water lines and other public utility lines and facilities thereon; and

Johnson County, Missouri

(c) All easements, rights and appurtenances belonging thereto necessary to the existence, maintenance and safety of the properties and improvements constructed thereon.

Section 12. Declaration. "Declaration" shall mean and refer to this Declaration of Covenants, Conditions and Restrictions applicable to the Property recorded in the Recorder of Deeds office for Johnson County, Missouri, by the Declarant, and "Supplementary Declaration" shall mean and refer to any Declaration of Covenants, Conditions and Restrictions which may be recorded by the Declarant which may contain complimentary provisions in relation to the parcels as authorized herein and provided for the general welfare of the occupants of the lots within the parcel.

Section 13. Board of Directors/Board. "Board of Directors" and "Board" shall mean and refer to the Board of the Directors duly elected by the Association.

Section 14. Phase. "Phase" means the Phase of construction by which the Declarant will construct the Property, for example Phase I of the construction is intended to be comprised of forty-two (42) single family dwellings and one water retention area, while Phase II of the construction is intended to be comprised of twenty-nine (29) single family dwellings. The Declarant will commence the Phases for construction in the Property (and on any Annexation Property), according to the Declarant's sole discretion and subject to and consistent with the requirements of the laws and ordinances of the City of Warrensburg, Missouri.

Section 15. Annexation Property. "Annexation Property" means property annexed by the Declarant or by the Association/Members to become part of the Property and part of the Subdivision, pursuant to the provisions of ARTICLE II of this Declaration.

ARTICLE II ANNEXATION OF ADDITIONAL PROPERTIES

Johnson County, Missouri

Section 1. Annexation by the Members. Annexation of additional property to be made subject to these restrictions shall require the assent of two-thirds (2/3) of Class A votes cast at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than ten (10) days nor more than sixty (60) days in advance of the meeting, setting forth the purpose of the meeting. The presence of Members or of proxies entitled to cast sixty (60) percent of the votes of each aforesaid class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called subject to the notice requirement set forth above, and the required quorum at such subsequent meeting shall be one-half (1/2) of the required quorum of the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting. In the event that the requisite number of votes are not represented, in person or by proxy, Members not present may, subsequent to said meeting, give their written assent to the action taken thereat.

Section 2. Annexation by the Developer. The foregoing notwithstanding, Declarant, or its assigns, shall have the right to add additional real estate to be subject to this Declaration and shall be made a part of the Property without the assent of any Member other than the Declarant or without any vote by the Members, if the annexation document is recorded within ten (10) years of the date of recording of this Declaration.

ARTICLE III ASSOCIATION MEMBERSHIP

Every person or entity that is a record owner of a fee or undivided fee interest in any Lot of land where single-family residential units are located, which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a Member of the Association. The foregoing is not meant to include persons or entities who hold an interest

Johnson County, Missouri

merely as security for the performance of an obligation. Ownership of a Lot shall be the sole qualification for membership.

ARTICLE IV VOTING RIGHTS

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

Class A. Class A Members shall be all Owners of Lots with the exception of the Declarant, and 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 an interest in any Lot, the Class A Membership with respect to such Lot shall be held jointly by all such persons and the vote for such Lot shall be exercised as the holders determine, but in no event shall more than one (1) vote be cast with respect to such Lot and in no event shall any fractional votes be cast.

Class B. Class Members shall be the Developer/Declarant. Class B Members shall be entitled to three (3) votes for each Lot owned.

The Class B Membership shall cease and be converted to Class A Membership and Declarant shall "Transfer Control" of the Association, upon the earlier of either of the following events:

- (a) when the Declarant has transferred all interest in Lots; or
- (b) on December 31, 2011.

ARTICLE V PROPERTY RIGHTS

Section 1. Members' Easements of Enjoyment. Each Member shall have a right and easement of enjoyment in and to the Common Area, and such easement shall be appurtenant to

Johnson County, Missouri

and shall pass with the title to every assessed Lot or other tract of land, excepting unimproved acreage not owned by the Declarant, subject to the following provisions:

- (a) The rights of the Association to limit the number of guest of Members, other than the Declarant;
- (b) The right of the Association to charge reasonable admission and other fees for the use of any facility situated upon the Common Area;
- (c) The right of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Common Area and facilities and in aid thereof to mortgage said property, and the rights of such mortgagee in said properties shall be subordinate to the rights of the homeowners hereunder unless and until such time as any mortgage shall be foreclosed in accordance with the laws of the State of Missouri, in which case the relative interests of the parties shall be controlled by such laws;
- (d) The right of the Association to suspend the voting rights and right to use of the recreational facilities, if any, by a Member for any period during which an assessment against his Lot remains unpaid; and for a period not to exceed ninety (90) days for any infraction of its published rules and regulations;
- (e) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purpose and subject to such conditions as may be agreed to by the Members. No such dedication or transfer, other than the dedication of a utilities easements, shall be effective unless an instrument signed by Members entitled to cast two-thirds (2/3) of all eligible votes in each class under the provisions of Article IV has been recorded, agreeing to such dedication or transfer, and unless written notice of the proposed action is sent to every member not less than ten (10) days nor more than sixty (60) days in advance;

Johnson County, Missouri

(f) The right of the Association to make reasonable rules and regulations and impose reasonable restrictions upon such use and enjoyment for the benefit of all Members, their guests and assigns;

(g) The rights of the mortgagee under any deed of trust of record at the time this instrument is filed to foreclose pursuant to Missouri law, free of the rights of Members of the Association herein created.

ARTICLE VI COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Class A Member and Owner of any Lot, by acceptance of a deed therefor, whether or not it shall be expressed in such deed, 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 established and collected from time to time as hereinafter provided, and (3) annual or special parcel assessments or charges, which shall be established and collected as provided herein and in Supplementary Declarations recorded pursuant hereto. The annual, special and parcel assessments, together with interest, costs and reasonable attorneys fees, shall also be the personal obligation of the person who was the Owner of such Property at the time the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them. The annual and special assessments, together with interest thereon, costs of collection thereof and reasonable attorneys fees, as herein provided, shall be a charge on the land and shall be a continuing lien upon the property upon which each such assessment is made.

Johnson County, Missouri

Section 2. Purpose of Assessments.

(a) Annual Assessments. The annual assessment levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents of the properties and, in particular, for the improvement and maintenance of services and facilities devoted to this purpose and related to the use and enjoyment of the Property.

(b) Special Maintenance Assessments. Special assessments may be imposed by the Board of Directors upon any Lot for the purpose of maintaining the exterior appearance thereof if the Owner shall have failed or refused to do so, including but not limited to mowing and cleaning of unsightly brush and debris, painting, repairing, replacing and caring for roofs, gutters, downspouts, and exterior building surfaces, trees, shrubs, grass, walks and other exterior improvements necessary to keep the Owner's property from deteriorating or becoming unsightly. For the purpose solely of performing the exterior maintenance authorized by this paragraph, representatives of the Association and its duly authorized agents or employees shall have the right, after reasonable notice to the Owner, to enter upon any Lot, or other property at reasonable hours on any day except Sunday.

(c) Special Assessments for Capital Improvements. In addition to the foregoing, the Association may levy in any assessment year, uniform special assessment against Lots, and acreage, by category, applicable to that year and not more than the next two succeeding years, 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, providing that any such assessment shall have the assent of the Class B Member and be approved by two-thirds (2/3) vote of Class A Members present and voting in person or by proxy at a regular or special membership meeting.

Johnson County, Missouri

Section 3. Maximum Annual Assessment. Until January 1, of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be Fifty and no/100 Dollars (\$50.00) per Lot, payable annually in advance; provided, however, that assessments for all Lots and land owned by the Class B Member, as defined in Article IV, shall be assessed separately and shall be exempt from annual assessment until first conveyed to a subsequent Owner without regard to assessments imposed against other Lots.

(a) From and after January 1, 2006, the annual assessment may be increased each year by not more than ten percent (10%) of the maximum annual assessment for the previous year without a vote of the Membership.

(b) From and after the first day of January of the year immediately following the conveyance of the first parcel to an Owner, the annual assessment may be increased above ten percent (10%) by a vote of two-thirds (2/3) of each class of Members voting in person or by proxy at a meeting duly called for this purpose.

Section 4. Uniform Rate and Notice of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots. The amount and time of payment of the regular assessment shall be determined by the Board Directors of the Association pursuant to the Articles of Incorporation and By-Laws of the Association after giving due consideration to the current maintenance costs and needs of the Association. Written notice of the amount of an assessment, regular or special, shall be sent to every Owner at least thirty (30) days in advance of the due date and the due date for payment of any assessment shall be set forth in said notice.

Section 5. Quorum for any Action Authorized Under Sections 2 and 3. At the first meeting called, as provided in Sections 2 and 3 hereof, the presence at the meeting of Members in person or by proxy entitled to cast sixty percent (60%) of all votes of Class A membership

Johnson County, Missouri

shall constitute a quorum. Written notice of any meeting called for the purpose of taking any action authorized under Sections 2 and 3 shall be sent to all Members no less than ten (10) days or more than sixty (60) days in advance of said meeting. Said notice shall be given to the Members by mailing a copy of such notice, postage prepaid, to each Member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Association or supplied by such Member to the Association for purpose of such notice. Such notice shall specify the place, date and hour of the meeting, and in the case of a special meeting, the purpose of the meeting. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth above, and the required quorum to be present in person or by proxy, shall be one half (1/2) of the number of Members required at the previously called meeting, and any such subsequent meeting shall not be held more than sixty (60) days following the preceding meeting.

Section 7. Certificate of Payment. The Association shall, upon demand, furnish to any Owners liable for said assessment, a certificate in writing signed by an officer of the Association setting forth whether the regular and special assessments on a specified Lot have been paid and the amount of the delinquency, if any. A reasonable charge may be made by the Board of the Association for the issuance of these certificates. Such certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 8. Effect of Non-Payment 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 twelve percent (12%) per annum, however if that amount is deemed to be usurious, at the highest lawful rate of interest, and the Association may bring an action at law

Johnson County, Missouri

against the Owner personally obligated to pay same, or foreclose the lien against the property, and interest, costs and reasonable attorneys fees of any such action shall be added to the amount of each 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 or other property.

Section 9. Subordination of Lien to Mortgage. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages of record prior to the filing of the notice of lien. Sale or transfer of any Lot or land shall not affect the assessment lien. However, the sale or transfer of any Lot which is subject to any mortgage, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to payments therefor which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

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;
- (b) the common area; and
- (c) all Lots owned by Declarant.

However, no land or Lot shall be exempt from said assessments once conveyed from Declarant to a subsequent Owner.

Section 11. Additional Plats. At the option of Declarant, as additional plats are filed for record with the Recorder of Deeds of Johnson County, Missouri, the Owners of the Parcels upon

Johnson County, Missouri

acceptance will become eligible for membership in the Association and will be bound by the same terms and conditions of this Declaration.

ARTICLE VII ARCHITECTURAL CONTROL

Section 1. The Architectural Review Board. An Architectural Review Board consisting of three (3) or more persons shall be appointed by the Class B Members. At such time as the Class B Membership shall cease to exist, the Board shall be appointed by the Board of Directors of the Association. Members of the Architectural Review Board may, but are not required to be, members of the Board of Directors.

Section 2. Purpose. The Architectural Review Board shall regulate the external design, appearance, use, location and maintenance of the properties and of the Lots and improvements constructed thereon in such a manner so as to preserve and enhance values and to maintain a harmonious relationship among structures and the natural vegetation and topography.

Section 3. Conditions. No improvements, alterations, repairs, change of paint colors, excavations, 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 the Architectural Review Board, except as otherwise expressly provided in this Declaration. No building, fence, wall, residence or other structure shall be commenced, erected, maintained, improved, altered, made or done without the prior written approval of the Architectural Review Board.

Section 4. Procedures. All approvals and consents of Declarant or the Architectural Review Board must be in writing and oral approvals or consents shall be of no force or effect. In the event Declarant or the Architectural Review Board, as applicable, fails to approve, modify, or

Johnson County, Missouri

disapprove in writing an application within thirty (30) days after complete plans and specifications in writing have been submitted to it, in accordance with any procedures adopted at any time or from time to time by Declarant or the Architectural Review Board, 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 such Board of Directors. No appeal may be taken from a decision of Declarant. Once a set of plans and specifications has been approved by Declarant, no changes may be made to the exterior of the building during construction until the written approval from the Declarant is obtained in accordance with the procedures of this Section 4. Declarant may, under special situations and circumstances, allow variances or waivers of the requirements or terms set forth in this Declaration, and any variance or waiver granted shall not constitute a waiver of such requirement or term in any other situations or under any other circumstances. Declarant or the Architectural Review Board may reject any plans and specifications, with or without citing specifics, for any of the following reasons, among others:

- (a) insufficient information to adequately evaluate the design, intent, or extent of the subject of such plans and specifications; or
- (b) poor overall design quality; or
- (c) incompatible design elements; or
- (d) inappropriate design concept or design treatment; or
- (e) a design or concept that violates any provision of this Declaration or that otherwise has an adverse effect on the Property or any Owners.

By its approval of any plans and specifications, Declarant or the Architectural Review

Board shall not be deemed to have approved the same for engineering design, or for compliance

Johnson County, Missouri

with zoning and building ordinances, and by approving any such plans and specifications, neither Declarant nor the Architectural Review Board nor the Association, nor their officers, directors, members or other agents or representatives, assumes any liability or responsibility therefor, or for any defects in any structure constructed from such plans and specifications. Approval of any plans and specifications by Declarant or the Architectural Review Board shall not constitute a representation or warranty that any such plans or specifications comply with applicable governmental ordinances and regulations, including, but not limited to, zoning ordinances and building codes. Any person or entity submitting any such plans and specifications shall be responsible for, and shall comply with, applicable governmental ordinances and regulations including, but not limited to, zoning ordinances and building codes, in addition to complying with this Declaration and complying with any decisions made pursuant hereto by Declarant, the Architectural Review Board, or the Board of Directors. Use restrictions set forth in this Declaration and decisions hereunder by Declarant or the Architectural Review Board or the Board of Directors may be more restrictive than applicable zoning ordinances and building codes. In any case in which use restrictions set forth in this Declaration or decisions hereunder by Declarant or the Architectural Review Board or the Board of Directors are at variance with any zoning ordinances or building codes, the more restrictive requirement shall govern. Declarant, its representatives, or any authorized officer or director of the Association, or any member of the Architectural Review Board, may at any reasonable time enter, without being deemed guilty of trespass, upon any Lot, after reasonable notice to the Owner for the purpose of inspecting improvements, constructed or being constructed on such Lot to ascertain that such improvements have been, or are being built, in compliance with plans and specifications

Johnson County, Missouri

approved by Declarant or the Architectural Review Board or the Board of Directors and in accordance in all respects with this Declaration.

Section 5. Notice of Violation. In the event of non-compliance with the provisions of this Article, the Architectural Review Board may cause to be placed of record against the property in non-compliance, a notice of violation. A minimum fee of \$75.00 shall be levied by the Association against the property if such notice is filed. Such fee, together with attorney's fees, legal and other costs, reasonably expended by the Association to bring the property into compliance, shall be added to and shall become part of the property assessment and may be enforced as a lien against the property.

Section 6. Rules and Regulations. The Architectural Review Board may from time to time adopt and promulgate such rules and regulations regarding the form and content of the plans and specifications to be submitted for approval, and may publish or record such statements of policy, standards, guidelines, or establish such criteria relative to architectural styles or details, colors, setbacks, materials or other matters relative to the architectural control and protection of the environment, as it may consider necessary or appropriate. No such rules, regulations, criteria or the like shall be construed as a waiver of the provisions of this Article or any other provision or requirement of law or of this Declaration. The decisions of the Architectural Review Board shall be final, except that any Member who is aggrieved by any action or forbearance from action by the Architectural Review Board may appeal the decision of Architectural Review Board to the Board of Directors, and upon the request of such Member, shall be entitled to a hearing before the Board of Directors, which, upon two-thirds (2/3) vote, may reverse or modify the Architectural Review Board's action.

Johnson County, Missouri

ARTICLE VIII USE RESTRICTIONS

Section 1. Use of Land. No Lot or Parcel may be improved, used, or occupied other than as a single-family residential unit building in accordance with the R-1, R-3 Zoning, Final Site Plan, Final Plat, and Building Elevations, approved for the Property by the City of Warrensburg, Missouri. Lease or rental of a parcel or any building thereon for residential purposes shall not itself constitute a violation of any provision of this Declaration. No structure of a temporary character, trailer, tent, mobile home, prefabricated home, modular home, detached garage shack, barn or other outbuilding, except one storage shed, no larger than 120 square feet in size, constructed to match the house on the Lot, shall be erected or maintained on any Lot. In no event shall a storage shed constructed of metal siding or of plastic construction be allowed on any Lot. No basement or garage shall be used at any time in and of itself as a residence, either temporarily 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 provisions of this Article, it shall be expressly permissible for Declarant and its contractors and subcontractors to maintain, during the period of construction of any improvements upon any Lot or otherwise within the Property, such equipment and facilities as in the sole opinion of the Declarant may be reasonably required, convenient, or incidental to the construction of such improvements.

Section 2. Insurance. Every Owner must carry liability insurance, including insuring tenants and other guests and invitees, for the building in an amount of not less than \$1,000,000 per occurrence and \$3,000,000 aggregate annually. Such insurance policies shall name Declarant or the Association, once created, as an additional insured and every Owner agrees to indemnify and hold Declarant or the Association harmless from any liability, loss, damages and

Johnson County, Missouri

costs that are, or could be, covered by any insurance policy described in this Section 2. Such insurance shall contain a provision that it will not be canceled without thirty (30) days prior written notice to the Association (or Declarant prior to creation of the Association).

Section 3. Leasing. The Declarant and Association have determined that the Property should be occupied by the Owner of the property. The Lot, however, may be rented as an exception to such policy, subsequent to Owner's securing approval for such rental from the Declarant or the Board of Directors, following transfer of control from Declarant. Each Owner may be permitted to lease the residence on their Lot with said approval, but may not lease less than the whole of the residence. The form and terms of any lease entered into by an Owner must have the prior written consent of the Board of Directors (or the Declarant prior to creation of the Association). Every lease shall be in writing, and a copy of such lease, as and when executed, shall be furnished to the Board of Directors (or the Declarant prior to the creation of the Association). Every such lease shall provide that the lessee shall be bound by and subject to all of the obligations under this Declaration, or the Owner making such lease, for failure to do so, shall be in default under the Declaration. The Owner will not be relieved from any of the obligations under the Declaration, whether Owner occupies the Lot or leases the Lot under this Section 3.

Section 4. Commercial Activity Prohibited. No commercial or business activity of any kind shall be conducted on any Parcel or other part of the Property, but nothing herein shall prohibit or interfere with the carrying on of promotional activities by the Declarant for the sale of Lots or the resale of lease of Lots by Declarant or other Owners thereof, nor shall anything herein be deemed to prohibit or interfere with the construction and maintenance of the

Johnson County, Missouri

infrastructure on the Property or the buildings on Lots by Declarant or other builders, and Declarant hereby reserves an easement over the Property for the purpose.

Section 5. Incomplete Structures. No building shall be permitted to stand with its exterior in an unfinished condition for longer than nine (9) months after commencement of construction. In the event of fire, windstorm, or other damage, no building shall be permitted to remain in a damaged condition longer than six (6) months. No building shall be occupied until the exterior shall have been completed and a certificate of occupancy or occupancy permit or similar certificate issued by applicable governmental authorities.

Section 6. Easements.

(a) Utility Easements. Easements for installation and maintenance of utilities and drainage facilities are and will be reserved and granted by Declarant as shown on the recorded plat of the Property. Declarant may also grant such easements for installation and maintenance of utilities and drainage facilities over, across and under Common Areas by document separate from the recorded plat for the property at any time. Such easements shall include the right to ingress and egress for construction and maintenance purposes. Within these easements, no structure, planting, or other material shall be placed or permitted to remain that may damage or interfere with the installation and maintenance of utilities, or which may change the direction or flow of drainage channels in the easements, or which may obstruct or 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 Association except for those improvements for which a public authority or utility company is responsible. Water, gas, electricity, telephone and other utilities shall be located underground on each residential Lot and other tracts of land, except perimeter lots and tracts.

Johnson County, Missouri

(b) Landscape Easements. Easements for the installation and maintenance of landscape plantings, visual screening, berms, and the like are and will be dedicated, created, granted, and reserved by Declarant as more particularly set forth on the recorded plat(s) of the Property (therein and herein referred to as "Landscape Easements"), if any. Declarant may also grant such landscape easements over, across and under common areas by document separate from the recorded plat for the Property at any time. Such landscape easements shall include the right of ingress and egress for construction and maintenance purposes. No Owner shall, within these landscape easements, erect, install, or maintain any structure, fence or other improvement. The area within any such landscape easements shall be maintained, replaced, and cared for by the Association.

(c) Motorcycles & All Terrain Vehicles. No motorcycles, motorbikes, motor scooters, all terrain vehicles, or other similar vehicles shall be operated in or on the Property except for the sole purpose of transportation on designated roadways.

Section 8. 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 nor shall any Lot be used in any way for any purpose that might endanger the health or safety of any Owner or resident of a Lot.

Section 9. Utilities. Water, gas, lights, telephone and other utilities shall be located underground on each Lot.

Section 10. New Construction. All buildings permitted on Lots shall be initially new construction. No building or structure shall be moved onto any Lot.

Section 11. 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 common household pets not to

Johnson County, Missouri

exceed three (3) in number may be kept on a Lot, provided they are not kept, bred, or maintained for any commercial purpose. All animals will be confined inside the building on the Owner's Lot, except when on a leash or confined to a fenced back yard. In no event shall such animals be kept on any Lot if they unreasonably disturb the Owner or residents of any other Lot.

Section 12. Signs. No advertising signs (except one of not more than nine (9) square feet "For Sale" or "For Lease" sign per Lot), billboards, unsightly objects, or nuisances may be erected, placed, or permitted to remain on any Lot, provided however, that the foregoing covenants shall not apply to signs and billboards of the Declarant during the construction and sale period.

Section 13. Yards. No permanent or temporary structures, buildings, apparatus, or storage piles shall be kept outside of any building. All rubbish, trash or garbage or unsightly debris shall be kept so as not to be seen from the neighboring Lots and streets (except on trash collection days). No clothes line shall be permitted on any Lot. No trash burning shall be permitted on any Lot.

Section 14. Lawns and Landscaping. Lawn areas of Lots shall be fully sodded to all outside front and side boundary lines and to within 25 feet of the building on all rear yards and to the curb of all streets adjacent to the front, rear, or sides of the Lot, and otherwise landscaped in accordance with the landscape plan for the property approved by the City of Warrensburg, if any.

Section 15. Antennas Prohibited. No exterior television or radio antennas of any sort shall be placed, allowed, or maintained on any portion of any building or Lot. However, applications for satellite dishes measuring less than two feet (2') in diameter shall considered for approval on all Lots where the property is within the exclusive ownership and control of the occupant. The application shall specify the specific location, color, and size of the unit. In the

Johnson County, Missouri

event the resident or installation company demonstrate these guidelines restrict reception, the Architectural Review Board will promptly work with the applicant to arrive at a workable solution for the location of the dish.

Section 16. Storage Tanks. No tank for the storage of fuel may be maintained on any Lot above or below the surface of the ground except one five (5) gallon propane tank per each Lot for the sole purpose of operating a barbecue grill.

Section 17. 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 nor in Common Areas or public streets.

Section 18. Garages. Each Lot shall have an attached or basement, private garage for not less than two (2) nor more 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 possible to preserve the appearance of the elevation of the building fronting the street.

Section 19. Parking and Storage of Vehicles Prohibited. There shall be no parking of motor vehicles or any other things on the public streets of the Property and the only place where parking will be allowed is within the garage and on the driveways of Lots. No school or other buses, tractors, trucks over 1-ton, recreational vehicles, motor homes, boats, unmounted campers, trailers, motor vehicles that are unlicensed, inoperable, or partially disassembled, shall be parked on any Lot in excess of a period of one (1) week, without the prior written approval of the Architectural Review Board.

Section 20. Trash. No trash, refuse, grass clippings, or ashes shall be thrown, dumped, or placed upon any undeveloped portions of the Property on in the Common Area. All trash and

Johnson County, Missouri

garbage collected in the residential units shall be kept in sanitary containers and shall be removed from the Property once each week on the same day of the week by the same trash company for each Lot per contract entered into by the Association.

Section 21. Common Areas.

(a) To the extent and solely for the purposes that any Common Areas are established upon the Property, every Owner shall have a right and easement of enjoyment to such Common Areas, which right and easement shall be appurtenant to the title of each Lot and be subject to any recorded restrictions, reservations, encumbrances, utility and drainage easements over said Commons Areas. The Declarant, or the Board of Directors, following Transfer of Control, shall have authority to establish reasonable rules and regulations governing the use of the Common Areas, which rules and regulations shall be a restriction upon every Owner's right and easement of enjoyment to such Common Areas. No Common Areas shall be mortgaged or conveyed without the written consent of the Declarant or the Board of Directors following Transfer of Control of the Project. In the event that any ingress or egress to or from any Lot within the Property is through any such Common Areas, any conveyance or encumbrance of such Common Areas shall be subject to an easement for ingress or egress appurtenant to such Lot. After construction of the last building in the Property, Declarant shall transfer ownership by Quit Claim Deed to the Association of all Common Areas designated on the plate of the Property.

(b) Any Owner may delegate his right of enjoyment to the Common Areas and facilities to the members of his family, his tenants, or contract purchasers who reside on the Property.

Johnson County, Missouri

Section 22. Fencing. A yard fence of chain link, wrought iron, wood, or other material acceptable to Declarant or the Architectural Review Board shall be permitted around the backyard of a Lot.

ARTICLE IX ADDITIONAL USE RESTRICTIONS APPLICABLE TO RESIDENTIAL LOTS

Section 1. Land Use. None of said Lots may be improved, used or occupied for other than private residential purposes (except for model homes used by the Declarant or commercial builders) and no flat or apartment house, although intended for residential purposes, may be erected thereon. Any residence erected or maintained on any of said Lots shall be designed and used for occupancy by a single family.

Section 2. Height Limitation. Any residence erected on any Lot 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 a Lot with the written consent of the Architectural Review Board.

Section 3. Size Requirements. Any residence consisting of a single level above ground level shall contain a minimum of 1,200 square feet of enclosed living area. Any residence consisting of two levels above ground level shall contain a minimum of 900 square feet of enclosed living area on the first level above ground level and an overall minimum of 1,200 square feet of enclosed floor area in the two levels above ground level. Any residence consisting of a level or part of a level below ground level with a garage beneath a part of the living area, sometimes referred to as a "split-level" or a "split foyer," shall have a minimum of 1,200 square feet of total enclosed floor area on the level above ground level and above the garage. The words "enclosed floor area" as used herein shall mean and include areas of the residence enclosed and finished for all year occupancy, computed on outside measurements of the residence, and shall not mean or include any patio areas, basements, garages, carports, porches or

Johnson County, Missouri

attics. A residence containing less than the minimum enclosed floor area provided herein may be erected on any Lot with the written consent of the Architectural Review Board, it being intended that the foregoing shall serve as a guide for the Architectural Review Board's consideration.

Section 4. Building Lines. No part of any residence shall be located on any Lot nearer to the front street or the side street than is the front building line or the side building line shown on the recorded plat. However, a residence or part of any residence may be located on any Lot nearer than the said building line shown upon said plat with the written consent of the Architectural Review Board.

Section 5. Exterior Maintenance. Each Owner shall be responsible for the exterior maintenance, including paint, of his residence and of plantings and the like belonging to him and not part of the Common Properties. In the event that a need for necessary and obvious maintenance, mowing, watering or the like is caused by or through the willful or negligent act of an Owner, his family, guests or invitees, and the Owner fails and refuses to correct such need after fifteen (15) days written notice, the cost of such additional maintenance, utilities or materials paid by Declarant or the Association shall become an assessment within thirty (30) days after written demand from the Declarant or the Association, and shall be enforceable and secured by a lien on the property. In the event the Association or Declarant seeks to enforce such a lien in court, the Declarant or Association shall be entitled to recover the amount of money owed, reasonable attorney's fees and court costs, together with interest.

Section 6. Driveways and Sodding. All constructed houses shall have external driveways consisting exclusively of properly constructed concrete surfaces; all lots regardless of house location thereon shall be fully sodded, unless in the opinion of Declarant or the Association, soil, lighting or topographical conditions would make sodding impractical or

Johnson County, Missouri

unreasonably expensive, and provided further that no duty to clear any tract of trees, bushes, shrubs or natural growths, which are kept reasonably attractive, shall be implied. Further, Declarant shall notify Association and Owner that natural trees, located in the Common Areas or the land adjacent to the project shall not be disturbed or cut by any Owner without prior written notice and approval from the Declarant and notice and approval to the adjoining landowner.

Section 7. Exterior Lighting and Decorations. No exterior Christmas lights or decorations may be erected or maintained on any of the Lots hereby restricted, except during a sixty (60) day period beginning November 1st of each calendar year.

Section 8. Foundations. All portions of foundations exposed and protruding more than twelve (12) inches from the ground shall be painted the same color as the principal structure.

Section 9. Dog Run. A single “dog run” may be constructed only with the express written approval, on a case-by-case basis, by the Declarant or the Architectural Review Board, pursuant to guidelines to be published by Declarant or the Architectural Review Board.

Section 10. Roofing Materials and Colors. All residences shall have laminated shingles colored “weathered gray” or its equivalent, with a twenty-five (25) year warranty, having a three-dimensional appearance, resembling wood shingles. Tile, stucco or concrete roofs may be approved with prior written approval of the Declarant or the Architectural Review Board.

Section 11. Exterior Surface Materials and Colors. The exterior of all residences be composite wood, wood, or vinyl siding, with a minimum of twenty percent (20%) of the front of the residence being brick, stucco, or stone surface. While a variety of color schemes is encouraged throughout the subdivision, all residences shall be finished in pastel or earth-tone colors. Bright and primary colors will not be permitted. Black trim and accents or stark contrast of trim and main exterior will not be permitted. Stucco colors are to be finished in light or

Johnson County, Missouri

medium tones, however white stucco finish is discouraged due to discoloration. The Architectural Design Committee reserves the right to reject color schemes deemed to be inappropriate. It is agreed that if Owner of any residence fails or refuses to comply with either this Section 11, upon demand of the Declarant or Association, the Declarant or Association shall have the right to have the residence painted in an acceptable color scheme, and the cost thereof will be taxed as a lien against the Lot. In the event the Declarant or Association seeks to enforce said lien on the Lot in Court, the Declarant or Association, shall be entitled to recover the cost of such lien, plus reasonable attorney's fees and court costs together with interest.

ARTICLE X GENERAL PROVISIONS

Section 1. Enforcement. Enforcement of the covenants, conditions, restrictions, reservations, easements, liens, and charges set forth in this Declaration shall be as herein provided or otherwise by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenants, conditions, restrictions, reservations, easements, liens, and charges, either to restrain violation or to recover damages or both, and against the land to enforce any lien or charge created by this Declaration. Except as otherwise provided in this Declaration, any such action may be initiated by Declarant, any affected or aggrieved Owner, or the Association. Failure by Declarant, any Owner, or the Association to enforce any covenants, conditions, restrictions, reservations, easements, liens, or charges herein contained, or any delay in such enforcement, shall in no event be deemed a waiver of the right to do so thereafter. Declarant reserves the right, in Declarant's sole discretion, to assign or delegate any rights or obligations of Declarant under this Declaration.

Section 2. Term and Amendment. The provisions of this Declaration shall run with and bind the Property for a term of twenty (20) years, commencing on the date hereof, after which

Johnson County, Missouri

period the provisions of this Declaration shall be automatically extended for successive terms of ten (10) years. The provisions of this Declaration may be amended by an instrument signed by Owners of not less than sixty percent (60%) of all votes, which may be cast by Members. The terms of this Section notwithstanding, Declarant may amend this Declaration at any time prior to Transfer of Control. Any amendment shall be effective upon the date that such instrument shall be property executed, acknowledged, and filed of record in the office of the Recorder of Deeds for Johnson County, Missouri.

Section 3. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned, being the manager of Iron Horse Development, LLC, the Declarant herein, has hereunto set his hands and seal this 29 day of July, 2005.

IRON HORSE DEVELOPMENT, LLC

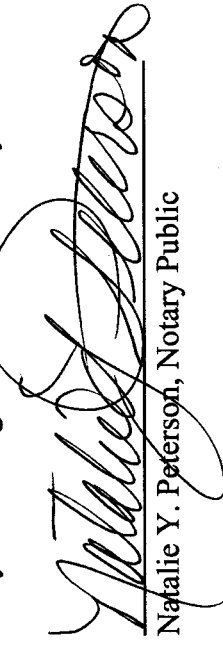
By: 
Daniel J. Spies, Managing Member

STATE OF MISSOURI)
) ss.
COUNTY OF JOHNSON)

On this 29 day of July, 2005, before me, a notary public within and for the said county and state, personally appeared Daniel J. Spies, to me personally known, who being by me duly sworn, did say that he is the managing member of Iron Horse Development, LLC, a Missouri limited liability company, declared that he has been authorized by the company to execute this document in the name of the company, and acknowledged that said instrument to be the free act and deed of said limited liability company.

Johnson County, Missouri

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



Natalie Y. Peterson, Notary Public

My Commission Expires: March 20, 2007



NATALIE Y. PETERSON
Johnson County
My Commission Expires
March 20, 2007