

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
CITADEL CENTER HOMEOWNERS ASSOCIATION, INC.
(A Missouri Not For Profit Corporation)

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 OF
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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

CITADEL CENTER HOMEOWNERS ASSOCIATION, INC.

THE STATE OF MISSOURI

COUNTY OF JACKSON

KNOW ALL MEN BY THESE PRESENTS:

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in the County of Jackson, State of Missouri, known as CITADEL CENTER HOMES and which is more particularly described on the attached Exhibit A.

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

ARTICLE I

DEFINITIONS

1.1 ASSOCIATION. "Association" shall mean and refer to CITADEL CENTER HOMEOWNERS ASSOCIATION, INC., its successors and assigns.

1.2 DECLARANT. "Declarant" shall mean and refer to MBI Corporation, d/b/a/ Multiple Business Investments, whose interest in the development was transferred to the

Association at the time ownership of Lots by Association Members exceeded Declarant's ownership of Lots or on January 15, 1987, whichever came first.

1.3 HOME. "Home" shall mean a single-family residential unit constructed on a Lot, not attached to any other residential unit.

1.4 LIENHOLDER OR FIRST MORTGAGEE. "Lienholder" or "First Mortgagee" shall mean the holder of a first mortgage lien on any Home, Duplex, Townhouse or Lot in the development.

1.5 LOT. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties upon which one (1) residential single-family dwelling unit may be built, with the exception of the common area.

1.6 MEMBER. "Member" shall mean and refer to every person or entity that holds membership in the Association.

1.7 OWNER. "Owner" shall mean and refer to the record Owner, whether one (1) or more persons or entities, of a fee simple title to any Lot 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. However, the term "Owner" shall include any Mortgagee or Lienholder who acquires fee simple title to any Lot which is a part of the Property, through a deed in lieu of foreclosure or through judicial or non-judicial foreclosure.

1.8 PROPERTY. "Property" shall mean and refer to that certain real property hereinbefore described.

1.9 OWNER OCCUPANCY. Leasing or rental of homes or duplex properties shall be prohibited. All Properties shall be owner occupied.

1.10 DUPLEX. "Duplex" shall mean and refer to a single-family residential unit constructed on a Lot, attached to another single-family residential unit.

1.11 COMMON AREA. "Common Area" shall mean and refer to all real property located within the development, up to and including streets, sidewalks, entrances, marked areas, landscaping, planting areas.

1.12 ANNUAL ASSESSMENT PAYMENT OPTIONS. "Payment Options" shall mean and refer to optional methods of time-payment schedules available upon request by the Property Owner. Assessments upon request may be billed and paid monthly, quarterly, semi-annually or annually.

1.13 DECLARATION. "Declaration" shall mean and refer to these Declarations of Covenants, Conditions and Restrictions for the Citadel Center Homeowners Association, Kansas City, Missouri.

ARTICLE II

PROPERTY RIGHTS

2.1 OWNER EASEMENTS OF ENJOYMENT. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

a. The right of the Association to suspend the voting rights of an Owner for any period during which any assessment against his Lot remains unpaid

b. The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective unless approved by the City of Kansas City and an instrument, agreeing to such dedication or transfer is signed by Members entitled to vote two-thirds (2/3) of the votes of all classes, has been recorded with the Department of Records, Jackson County, Missouri.

2.2 DELEGATION OF USE. Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the Members of his family, his guests, or contract purchasers who reside on the Property.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

3.1 MEMBERSHIP. Every Owner of a Lot which is subject to assessment shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from Ownership of any Lot which is subject to assessment. These easements, covenants, restrictions and conditions shall run with the real property and be binding on all parties having or acquiring any right, title or interest in the above described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

a. The members of the Association shall have the right to call meetings as provided in the Bylaws and to initiate resolutions, plans, policies and projects which, when passed by a simple majority of Association Members, shall be binding upon the Association and upon the Board.

b. Every eligible household shall have all rights and privileges of membership, including the right to vote and hold office in the Association, provided that no two adult household members shall hold office at the same time. No member household shall be considered in good standing that is in arrears in payment of dues, fees or assessments. Members of said households shall not be entitled to vote on issues as governed by this Declaration, or the Bylaws.

c. Members who are in arrears in payment of dues, fees or assessments shall not be eligible to be Officers or Directors of the Association. Each member household is entitled to one (1) copy of this Declaration, and of the Bylaws. Additional copies or

replacement copies may be purchased from the Association's Secretary Officer at the cost of duplication, unless transmitted by electronic means. The Association shall continually strive to assure property builders and home buyers receive a copy of this Declaration, and of the Bylaws upon acquisition of the Lot.

3.2 NUMBER OF CLASSES. The Association shall have two (2) classes of voting memberships.

3.3 CLASS A. Class A Members shall be all Owners of Home Lots, who shall be entitled to one (1) vote for each Lot owned. When more than one (1) 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.

3.4 CLASS B. Class B Members shall all be Owners of Duplex Lots that shall be entitled to one (1) vote for each Lot owned. When more than one (1) 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.

3.5 ELECTION OF DIRECTORS. Election to the Board of Directors shall be by a simple majority vote via secret written ballot or voice vote as decided by the members at the annual meeting.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

4.1 CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS. The Owner of record for each Lot owned within the Property hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall

be expressed in any such deed or other conveyance, is deemed to covenant and agree to pay to the Association annual assessments or charges, such assessments to be fixed, established and collected as hereinafter provided. The annual assessments, together with such late fees or interest thereon (levied after March 31 at a rate of 9% per annum) and costs of collection thereof, as hereinafter provided, shall be a charge on the land and shall be secured by 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 who was the Owner 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.

4.2 PURPOSE OF COMMON AREA ASSESSMENT. The Common Area Assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area. Assessments shall be used for the continual maintenance of Citadel Center Common Properties, public signage, designated wall boundaries, Board of Directors approved community events, association sponsored communications, administrative costs and reasonable snow/ice removal for all Association streets during the winter season.

4.3 BASIS AND MAXIMUM OF ANNUAL ASSESSMENTS. The annual assessments shall be:

Common Area Single-Family Residential Unite and Duplex Assessments:

\$120.00 per Lot.

a. 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.) for the preceding month of July.

b. The maximum annual assessment may be increased above that established by the Consumer Price Index formula, only by written approval of the Owners entitled to cast two-thirds (2/3) of the votes of the Members of each class. A meeting duly called for this purpose shall have had written notice 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.

c. After consideration of current maintenance costs and future needs of the Association, the Board of Directors may fix the annual assessment at an amount not in excess of ten percent (10%) of any prior year's fixed assessment.

d. 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 express purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of any capital improvement upon the property, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-third (67%) of the votes of each class of members eligible to vote who are voting in person or by proxy at a meeting duly called for this purpose.

4.4 NOTICE AND QUORUM FOR ANY ACTION AUTHORIZED UNDER SECTION 4.3. Written notice of any meeting called for the purpose of taking any action authorized under Section 4.3 shall be sent to all Members not less than ten (10) days nor more than sixty (60) days in advance of the meeting. A quorum shall consist of a simple majority of all members and/or proxies of each class.

4.5 UNIFORM RATE OF ASSESSMENT. The annual assessments shall be fixed at a uniform rate as to all Lots subject to that assessment.

4.6 DATE AND COMMENCEMENT OF ANNUAL ASSESSMENTS.

a. The Common Area Assessment provided for herein shall commence as to all Lots on the first day of the month following conveyance of the Common Area.

b. The Duplex Assessment shall commence as to each Lot owned by a Duplex Owner on the date such Lot is conveyed to the Owner.

c. The annual assessment shall be fixed by the Board of Directors of the Association. The Association shall fix the amount of the annual assessment at least thirty (30) days in advance of each assessment year, which shall be the calendar year.

d. Written notice of the annual assessment shall be sent no later than thirty (30) days prior to the new assessment year. The Association shall, upon demand at any time, furnish a certificate in writing signed by an officer of the Association setting forth whether the annual assessments on a specified Lot have been paid and the amount of any delinquency. A reasonable charge may be made by 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.

4.7 EFFECT OF NON-PAYMENT OF ASSESSMENTS: REMEDIES OF THE ASSOCIATION.

a. All payments of the assessments shall be made payable to the Association at its principal place of business in Jackson County, Missouri, or at such other place as the Association may otherwise direct or permit.

b. Payment shall be made in full in accordance with the policy for the current year assessments regardless of whether any Owner has any dispute with the Association

or any other Owner or any other person or entity regarding any matter to which this Declaration relates or pertains.

c. In matters of dispute regarding the amounts of the assessment, the homeowner shall submit in writing a request for a hearing with the Board for resolution of such dispute which member contends as justification for the withholding of contested assessments. The Finance Committee shall meet with the Homeowner within thirty (30) days of receiving written request for a hearing to attempt to resolve the dispute.

d. Payment of the assessments shall be both a continuing affirmative covenant personal to the Owner and a continuing covenant running with the land. Each Owner, and each prospective Owner, is hereby notified that such provision places upon the Owner the responsibility for the payment of assessments attributable to a period prior to the date the Lot was purchased. Upon sale of the land, the title company should identify unpaid assessments and make the appropriate collections.

e. The Association may, at its option, bring an action at law or in equity against the Owner personally obligated to pay the same; or, bring an action to foreclose the lien against the Lot. There shall be added to the amount of such assessment the late charge, the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include said interest and a reasonable attorney's fee, together with costs of action.

f. Each Owner vests in the Association or its assigns, the right and power to bring all actions at law or lien foreclosing against such Owner for the collection of such delinquent assessments. Under no circumstances, however, shall the Declarant or the

Association be liable to any Owner or to any other person or entity for failure or inability to enforce or attempt to enforce any assessments.

g. Upon the timely curing of any default for which a notice of claim of lien was filed by the Association, the officers of the Association are hereby authorized to file or record, as the case may be, an appropriate release of such notice, upon payment by the defaulting Owner of a fee, to be determined by the Association but not to exceed Fifty Dollars (\$50.00), to cover the costs of preparing and filing or recording such release.

h. Upon written request by the First Mortgagee, the Association shall provide the Mortgagee with written notice of intent to file a lien against the property of the delinquent Mortgagor; provided that any such requirement of notice shall not impair or effect any rights or remedies of the Association, including exercise of the same, provided for in this Declaration.

i. The assessment lien and the right to seek a foreclosure sale hereunder shall be in addition to and not in substitution for all other rights and remedies which the Association and its successors or assigns may have hereunder by law, or in equity, including a suit to recover a money judgment for unpaid assessments, as above provided.

4.8 SUBORDINATION OF THE LIEN TO MORTGAGEE. The lien securing the assessments provided for herein shall be subordinate to the lien of any duly recorded purchase money or first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot which is subject to any mortgage, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to payments thereof which become due prior to such sale or transfer, except for its pro-rata share resulting from a reallocation among all Lot Owners.

No sale or transfer shall relieve such Lot from liability for any assessment thereafter becoming due, according to the terms herein provided.

4.9 EXEMPT PROPERTY. All properties dedicated to, and accepted by, a local public authority and all properties owned by a charitable or non-profit organization exempt from taxation by the laws of the State of Missouri shall be exempt from the assessments created herein, except no land or improvements devoted to dwelling use shall be exempt from said assessments.

4.10 INSURANCE REQUIREMENTS.

a. The Association, through the Board of Directors, or its duly authorized agent, shall obtain an insurance policy of fidelity coverage to protect against dishonest acts on the part of officers, Directors, trustees and employees of the Association and all others who handle or who are responsible for handling funds of the Association. Such fidelity bonds shall be of a kind and in an amount the Association deems necessary for the protection of the Owners.

b. Premiums for all such insurance shall be a Common Expense payable from property assessments. Liability and personal property insurance for Lots and the contents of dwelling units shall be the responsibility of and the expense of each individual Owner.

ARTICLE V

ARCHITECTURAL CONTROL

5.1 PHYSICAL RESTRICTIONS.

a. No building, fence, wall, structural landscaping, including but not limited to retainer walls, shall be commenced, erected or maintained upon any Lot, or the patio used in connection with any Lot, after the purchase of any Lot without approval of the

Association or the appointed Architectural Committee, composed of three (3) or more representatives appointed by the Board.

b. Nor shall any exterior addition to, painting, change or alteration therein be made until the plans and specifications showing the nature, kind, color, shape, height, materials and location of the same are submitted and thereby approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association or by an Architectural Committee.

c. In the event said Board or its designated committee fails to approve or disapprove such design and location, once properly submitted in writing by the Owner, within thirty (30) days after said plans and specifications have been submitted, approval will not be required and shall be considered approved, and Owner may at that time commence with his architectural plans. This article will be deemed to have been fully satisfied.

5.2 ARCHITECTURAL COMMITTEE APPROVAL. Written approval by the Architectural Committee, or member thereof, once given shall be irrevocable.

5.3 ARCHITECTURAL REQUEST PERMISSION FORM. Owners are to make use of the Architectural Request Permission Form when seeking approval from the Architectural Committee.

5.4 FAILURE TO COMPLY WITH ARTICLE V: ARCHITECTURAL CONTROL. In the event any general contractor or Owner fails to comply with any provision as set forth in this Declaration, such general contractor or Owner shall be notified by registered mail not less than thirty (30) days from the time the Association becomes aware of such violation or breach of

architectural control. The general contractor and/or Owner shall be responsible for costs associated with the request for covenant compliance.

5.5 EXTERIOR FINISH/PAINTING. All residences shall be required to have a front exterior finish comprised predominantly of brick, siding, wood shingles, masonite, stucco, brick veneer, stone or a combination thereof, which finish shall be specified in the plans and specification submitted for approval.

a. Exterior paint choices shall be neutral or representative of pastel color tones complimentary to existing neighboring homes in the Association. Graphic designs, including but not limited to stripes, circles, graffiti or other painted images, are prohibited.

b. General contractors or Owners are responsible for obtaining approval of exterior home color choices prior to the commencement of painting the property or assume all costs associated with a request from the Association for compliance.

5.6 FENCES. No owner may install or otherwise cause to be installed a fence that encompasses his or her front yard or a neighboring property's front yard. Back yard fence enclosures must be set back on property lines so as to not extend upon or visually obstruct the front yard view of the Owner or of neighboring lots. Approved privacy fence heights shall be six (6) feet.

a. Fence choices are limited to CCA, wrought iron, painted wood, vinyl or concrete picket. Chain link fences are prohibited. Owners shall submit a written request to the Architectural Committee for installation or recommendation prior to commencing with any related fencing installation.

b. Commercial Activity Prohibited. No commercial activity of any kind shall be conducted on any lot.

c. Home-Based Businesses. Home-based businesses shall be permitted in accordance with such governing city ordinances.

5.7 UNCOMPLETED 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 five (5) months. No building shall be occupied until the exterior shall have been completed and a certificate of occupancy, occupancy permit or similar certificate is issued by applicable authorities.

ARTICLE VI

MAINTENANCE

6.1 ASSOCIATION RESPONSIBILITIES.

a. The Association shall provide for the improvement and maintenance upon Common Areas, including the islands and this shall also include reasonable snow and/or ice removal during inclement weather for Citadel Center residential streets.

b. The Association has no responsibility to maintain or improve any Homes, Home Lots or Duplexes.

6.2 OWNER RESPONSIBILITY. All fixtures and equipment installed within a dwelling unit, and all utility lines, pipes, wires, conduits or systems located on a Lot, shall be maintained and kept in repair by the Owner thereof. In addition, all exterior as well as interior air conditioning systems will be maintained and kept by the Owner thereof. In the event the need for maintenance or repair of a Lot or the improvements thereon is caused through the willful or negligent acts of its Owner, or through the willful or negligent acts of the family, guests or invitees of the Owner, the costs of such exterior maintenance shall be added to and become part of the assessment to which such Lot is subject. Notwithstanding anything contained herein, Owner's liability for maintenance and repair is limited to that liability Owner would have under Missouri law.

6.3 AUTHORITY OF ASSOCIATION. In the event an Owner is responsible for certain exterior maintenance, as set forth in Paragraph 6.2, and such Owner shall fail to maintain the premises and improvements in a manner satisfactory to the Board of Directors of the Association, after approval by two-thirds (2/3) vote of the Board of Directors, shall have the right, through its agents and employees, to enter upon said Lot and to repair, maintain and restore said Lot and improvements. The costs of such exterior maintenance shall be added to and

become part of the assessment to which such Lot is subject. Structures not meeting city code standards or which become unsightly or continue to fall into disrepair will be reported to the city offices authorized to inspect the property. The Association will contact city codes inspectors as necessary if repairs are not initiated within ninety (90) days and completed within one hundred eighty (180) days.

ARTICLE VII

PARTY WALLS

7.1 GENERAL RULES OF LAW TO APPLY. Each wall which is built as a part of the original construction of the Duplexes or Townhouses upon the Properties and placed on the dividing line between the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto. If the party wall is on one (1) Lot or another due to an error in construction, such wall shall, nevertheless, be deemed to be on the dividing line and constitute a party wall for purposes of this Article. Reciprocal easements shall exist upon and in favor of the Duplex or Townhouse Lots for the maintenance, repair and reconstruction of party walls.

7.2 SHARING OF REPAIR AND MAINTENANCE. The costs of reasonable repair and maintenance of party wall shall be shared in equal proportions by the Owners who make use of it. If other Owners thereafter make use of the wall, they shall contribute to the costs of any restoration necessary in proportion to such use. This provision is not intended to prejudice the right of any Owner to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

7.3 WEATHERPROOFING. Notwithstanding any other provision of this Article, an Owner, who by his negligent or willful act causes the party wall to be exposed to the elements, shall bear the whole costs of furnishing the necessary protection against such elements.

7.4 RIGHT TO CONTRIBUTION RUNS WITH LAND. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

ARTICLE VIII

USE RESTRICTIONS

8.1 RESIDENTIAL USES AND LIMITATIONS. The Property is hereby restricted to residential dwellings for residential use only. All Buildings or structures erected upon said Property shall be of new construction. No Buildings or structures shall be moved from other locations onto said Property, and no subsequent Buildings or structures other than Homes on Home Lots, Duplexes on Duplex Lots, or Townhouses on Townhouse Lots shall be constructed. No structures of a temporary character, including trailers, motor vehicles, tents, shacks, garages, barns or other outbuildings, shall be used on any portion of said Property at any time as a residence either temporarily or permanently.

8.2 FREEHOLD ESTATE. Each Lot shall be conveyed as separately designated and legally described freehold estate subject to the terms, conditions and provisions hereof.

8.3 DOMESTIC ANIMALS. No animals, livestock or poultry of any kind shall be raised, bred or kept on any of said Lots, except that a reasonable number, consistent with a resident, of dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose. Applicable city ordinances shall apply to the maintenance and keeping of domestic household pets.

a. Pet owners will be required to keep their pets, when outdoors, confined in a secure manner such as in an enclosed fenced area or leashed. Pets shall not be permitted to run loose or roam across neighboring properties. In no event shall animals be kept on any lot if they unreasonably disturb or threaten the safety of Owners of any other Lots.

b. Pet owners must comply with local leash laws when walking their pets and must prevent their pets from defecating on neighboring properties and common public areas or assume responsibility for immediate clean up and removal of the animal waste. The Association, on behalf of any Member who brings such a complaint, shall contact the Member failing to adhere to this article, if that Member is known, and request compliance.

c. Animal Control shall be contacted to intervene and assist with violations where reasonable and appropriate for community safety.

8.4 SIGNS. The Board of Directors reserves the right to approve the design and wording of all property signage and reserves the right to request of Owners the removal of any sign which has not been approved or deemed appropriate.

a. Political Signage. Political yard signs shall not be posted in excess of thirty (30) days prior to the relevant election and shall be removed within 5 days after the election.

8.5 VISUAL CONTROLS. All equipment, service yards or storage piles shall be kept within the patio areas or other screened areas so as to conceal them from view of neighboring Homes, Duplexes and streets. All rubbish, trash and garbage shall be kept in containers within the area provided with each dwelling unit and designated by the Association for collection purposes.

8.6 STRUCTURAL INTEGRITY OF DWELLING UNITS. An Owner shall do no act, or any work that will impair the structural soundness or integrity of another dwelling unit or impair any easement or hereditament, nor do any act nor allow any condition to exist which will adversely affect the other dwelling units or their Owners.

8.7 ANTENNAS OR SATELLITE DISHES. Without prior written approval of the Architectural Committee, no exterior television or radio antennas, except antennas or satellite signal receiving receptacles of less than 36 inches in diameter, shall be placed, allowed or maintained upon any portion of the improvements upon the Property, nor upon any structure situated upon the Property.

8.8 PARKING AND STORAGE AREA RESTRICTIONS. Parking space on the Property shall not, without express permission of the Association, be used for storage of boats, trailers, campers, unused or inoperable automobiles or any other items that the Association deems unsightly or inappropriate.

8.9 ANNOYANCE. No activity shall be carried on upon any Lot which might reasonably be considered as giving annoyance to neighbors of ordinary sensibilities and which might be calculated to reduce the desirability of the Property as a residential neighborhood, even though such activity is in the nature of a hobby and not carried on for profit.

8.10 NO DISCRIMINATION. No action shall at any time be taken by the Association or its Board of Directors which in any manner would discriminate against any Owner or Owners in favor of the other Owners.

ARTICLE IX
EASEMENTS

9.1 EASEMENTS. There is hereby created a blanket easement upon, across, over and under said Property for ingress, egress, installation, replacing, repairing and maintaining all utilities, including, but not limited to, water, sewers, gas, telephone, electricity and a master television antenna system. By virtue of this easement, it shall be expressly permissible for the electric and/or telephone company to erect and maintain the necessary poles and other necessary equipment on said Property and to affix and maintain electric and/or telephone wires, circuits and conduits on, above, across and under the roofs and exterior walls of said dwelling units. An easement is, in addition, specifically granted to the United States Post Office, its agents and employees to enter upon the Lots in the performance of mail delivery or any other United States Post Office services. An easement is further granted to all police, fire protection, ambulance and all similar persons to enter upon the Lots in the performance of their duties. Further, an easement is hereby granted to the Association, its officers, agents, employees or any management company duly selected by the Association, to enter in or to cross over the Lots and/or dwelling units to perform the duties of maintenance and repair provided for herein. Notwithstanding anything to the contrary contained in this Paragraph, no sewers, electrical lines, water lines or other utilities may be installed or relocated on said Property, except as initially programmed and approved by the Declarant or thereafter approved by Declarant or the Association's Board of Directors. Should any utility furnishing a service covered by the general easement herein provided request a specific easement by separate recordable document, the Association shall have the right during the Construction and Sale Period to grant such easement on said Property without conflicting with the terms hereof. The easements provided for in this Article IX shall in no way affect any other recorded easement on said Premises.

9.2 UNDERGROUND ELECTRIC SERVICE. Underground single phase electric service may be available to all residential dwelling units on the aforesaid Lots and the metering equipment shall be located on the exterior surfaces of walls at points to be designated by the utility company. For so long as such underground service is maintained, the electric service to each dwelling unit shall be uniform and exclusively of the type known as single phase, 120/240 volt, 3 wire, alternating current. Easements for the underground service may be crossed by driveways, walkways and patio areas, provided the Declarant makes prior arrangements with the utility company furnishing such service. Such easements for the underground service shall be kept clear of all buildings and neither the Declarant nor the utility company using the easement shall be liable for any damage done by either of them or their assigns, their agents or employees to shrubbery, trees, flowers or other improvements of the Owner located on the land covered by said easements.

ARTICLE X

GENERAL PROVISIONS

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

a. In the case of any conflict between this Declaration and the Bylaws, this Declaration shall control.

10.2 SEVERABILITY. Invalidation of any one (1) 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.

10.3 AMENDMENT. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns, and shall be automatically extended for successive periods of ten (10) years.

a. This Declaration may be amended by an instrument approved by Association Members, eligible to vote on such amendments, representing not less than fifty-one percent (51%) of the Lots in the Development. Any amendment must be properly recorded in the Department of Records, Jackson County, Missouri.

10.4 CONDEMNATION. If all or any part of the Property is taken or threatened to be taken by eminent domain or by power in the nature of eminent domain (whether permanent or temporary), the Association and each Owner shall be entitled to participate in proceedings incident thereto at their respective expense. The Association shall give timely written notice of the existence of such proceedings to all Owners and it shall be the responsibility of said owners to notify all First Mortgagees known to have an interest in any Lot.

10.5 BOOKS AND RECORDS. This Declaration, the Articles of Incorporation and the Bylaws of this Association, as well as the recorded minutes of the annual meetings and applicable financial statements of the Association shall be available for inspection by any Member upon a request made to a Director or at the principal office of the Association, where copies of these documents may be purchased at cost of duplication or received free by electronic transfer.

10.6 GENDER AND GRAMMAR. The singular wherever used herein shall be construed to mean the plural when applicable and the necessary grammatical changes required to make the provisions hereof apply either to corporations or individuals, men or women, in all cases shall be assumed as though fully expressed in each case.

IN WITNESS WHEREOF, the undersigned, representing the Association herein, has hereto set his hand this _____ day of _____, 20__.

CITADEL CENTER HOMEOWNERS ASSOCIATION, INC.

BY: _____
Judith Boyd, President

ATTEST:

Helen Hurst, Secretary

STATE OF MISSOURI)

COUNTY OF JACKSON)

On this _____ day of _____, 20__, before me appeared Judith Boyd, to me personally known, who being by me duly sworn did say that she is the President of CITADEL CENTER HOMEOWNERS ASSOCIATION, INC., and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said Judith Boyd acknowledged said instrument to be the free act and deed of said Corporation.

My commission expires:

Notary Public in and for
Jackson County, Missouri

EXHIBIT "A"

As shown and described in Plat Book 35, Page 85 for the Plat known as Citadel Center Planned Unit Development:

All of Lots 1 – 201, all of Tract A and all of Tract B.