

G.D.C. LLC.

Gercken Development Company LLC

137 N Stewart Rd, Suite 100 Liberty Mo 64068

Richard Gercken Managing Member

Dated 11/25/2025

Subject: Developer Letter to supplement current HOA Covenant and Restrictions for Eastern Estates, Smithville, MO

To all future and current lot owners,

In response to community feedback, the developer is making several important updates to provide greater flexibility and confidence for current and future buyers. Please keep in mind all plans & processes must be approved by the Design Review Committee (DRC Committee).

Construction Timeline

According to the Covenants and Restrictions, construction is required to begin within 120 days of the lot closing date. Effective immediately, this provision is superseded in the terms and conditions of the land contract:

- Buyers will have **120 days to start the construction process** after closing on the lot, rather than being required to physically break ground.
- “Starting the construction process” may include initial conversations with builders, reviewing sketches, preparing design options, or other preliminary planning steps.

This adjustment is intended to provide flexibility and peace of mind, while still encouraging thoughtful planning and collaboration with builders when the time is right.

Square Footage Requirements

The developer is also revising the minimum square footage requirements to better align with market expectations and builder feedback. The new standard is specified in the guidelines to follow. The main level is defined as the finished living area immediately above the foundation wall from such residence and does not include attic, garage, porch or unfinished basement. Specific requirements by home type are as follows:

- **Two-story residences:** Minimum 3,800 sq ft of enclosed floor area, enclosed floor area includes both main and second level (*No Change*)
- **One-and-a-half-story residences:** Minimum 3,250 sq ft enclosed floor area with a minimum of 2,000 sq ft on the main level (*No Change*)
- **Reverse one-and-a-half-story residences:** Minimum 3,250 sq ft enclosed floor area, with at least 2,250 sq ft on the main level
- **Single-level (ranch) residences:** Minimum 2500 sq ft enclosed floor area on the main level
- **All residences** require a minimum 3-car garage

Roof Pitch Adjustment (Aesthetic Safeguard with Reduced Square Footage Requirement):

- Roof pitches must be reviewed and approved by the Design Review Committee (DRC) to ensure proportion, alignment, and architectural compatibility.
- The guidelines do not specify an exact minimum or maximum slope (e.g., 6:12, 8:12), but the DRC requires that roof pitch be shown and reserves the right to reject designs that don't meet the neighborhood's quality and aesthetic standards.
- Supplemental roof structures (vents, skylights, solar collectors, etc.) must be placed so they are not visible from front/side streets, which indirectly influences roof design.

This revision supersedes the prior CCR requirements of:

- Single-level residence: Minimum 3,500 sq ft enclosed floor area
- Two-story residence: Minimum 3,800 sq ft enclosed floor area, plus at least a three-car attached garage
- One-and-a-half-story residence: Minimum 2,000 sq ft on the first floor and a total of 3,250 sq ft enclosed floor area, plus at least a three-car attached garage
- Residences with below-ground levels must meet the above minimum enclosed floor area requirements above ground

Summary:

- Square footage is strictly defined by home type as listed above
- Roof pitch must be documented and approved, but no numeric slope is mandated—the DRC decides case by case for harmony and aesthetics
- The Design Review Committee will review all plans on a case-by-case basis

Future HOA Fees:

To further support buyers and enhance neighborhood appeal, the annual HOA fee is still to be determined. This future fee will cover landscaping at the entrance, possible additional snow removal that is currently handled by the county, and will also support future community enhancements as they are identified.

These updates are designed to make ownership more accessible while maintaining the high-quality standards of the neighborhood. Thank you for your commitment to building a strong and vibrant community.

Sincerely,

A handwritten signature in dark ink, appearing to read 'Richard Gercken', with a stylized flourish at the end.

Richard Gercken

Gercken Development Company, LLC

DECLARATION OF COVENANTS AND RESTRICTIONS
(Lots 1-18, Eastern Estates)

This Declaration of Covenants and Restrictions ("Declaration"), is made this ____ day of August, 2023, by Gercken Development Company, LLC, a Missouri limited liability company, hereinafter called "Developer."

RECITALS

A. Developer is the owner of the real property described in Article II of this Declaration and desires to create thereon a residential community of high quality and, to this end, desires to subject the real property described in Article II to the covenants, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof, and shall apply to and bind the owners and their successors in interest.

B. Developer desires to create the Eastern Estates Homeowners' Association for the purpose of maintaining the appearance and quality of certain common facilities serving the homesite owners and for the other purposes hereinafter set forth.

NOW THEREFORE, the Developer declares that the real property described herein is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "covenants, and restrictions") hereinafter set forth.

ARTICLE I

DEFINITIONS

Section 1. The following words when used in the Declaration (unless the context shall clearly prohibit) shall have the following meanings:

- (a) "Association" means the Eastern Estates Homeowners' Association, a Missouri not-for-profit corporation, or such other corporate name as Developer shall select, its successors and assigns.
- (b) "Association Declaration" means this Declaration of Covenants and Restrictions (Lots 1-18, Eastern Estates).
- (c) "Board" means the Board of Directors of the Association.
- (d) "County" means the County of Clay County, Missouri.
- (e) "Common Areas" shall mean all public sidewalks and roadways. Notwithstanding the proximity of lakes or other amenities to the Common Areas and/or Subdivision, no Owner shall have any right of access, use or enjoyment of any lakes or other amenities outside the Subdivision including those situated upon Lot 19, Eastern Estates.

- (f) "Developer" shall mean and refer to Gercken Development Company, LLC, a Missouri limited liability company, its successors or assigns.
- (g) "DRC" means the Design Review Committee established by the Association to establish design standards for the Lots with the responsibility for the review, approval of disapproval of plans and other information required by this Declaration relating to the initial construction of Structures on each Lot, all specifications, plans and other matters for remodeling of the initial residence and related Structures including landscaping and any new additional Structures to be constructed.
- (h) "Guidelines" means the Design Review Guidelines established and amended from time to time by the Developer, its successors or assigns.
- (i) "Lot" shall mean and refer to any numbered plot of land shown upon any recorded subdivision plat or map of the Properties and more specifically means Lots 1-18, Eastern Estates.
- (j) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot situated upon the Properties but, notwithstanding any applicable theory of the mortgage, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.
- (k) "Structure" means any structure erected or maintained on a Lot, and shall include, without limitation, any residence and appurtenant improvements, any deck, gazebo, greenhouse, doghouse, fence, patio wall, privacy screen, boundary wall, patio enclosure, tennis court, paddle tennis court, swimming pool, hot tub, pond, basketball goal (shall be either white or glass), flag pole, mailbox and related structure, swing set, trampoline, sand box, playhouse, treehouse, jungle gym, or other recreational or play structure, and all exterior sculptures, statuary, fountains and similar yard décor and any change to the topography of the Lot. All recreation and play equipment, including basketball goals shall be located in the rear of the Lot.
- (l) "Subdivision" means collectively all of the above-described Lots in the plat, all common areas, and all additional property which hereafter may be made subject to this Declaration in the manner provided herein.
- (m) "The Properties" shall mean and refer to the property described in Article II.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION

Section 2.1. The real property which is, and shall be, held and shall be conveyed, transferred and sold subject to the conditions, restrictions, covenants, reservations, easements, liens, and charges with respect to various portions thereof set forth in the various clauses and subdivisions of the Declaration is located in Clay County, Missouri and is more particularly described as follows, to wit:

Lots 1 - 18 of Eastern Estates, an addition in Clay County, Missouri according to the recorded plat thereof.

All of which is real property shall hereinafter be referred to as "the Properties."

ARTICLE III

GENERAL PURPOSES

The Properties are subjected to the covenants, restrictions, conditions, reservations, liens and charges hereby declared: to insure the best use and the most appropriate development and improvement of each Lot thereof; to protect the owners of Lots against such improper use of surrounding Lots sites as will depreciate the value of their property; to preserve, so far as practicable, the natural beauty of the Properties; to guard against the erection thereon of poorly designed or proportioned Structures, and Structures built of improper or unsuitable materials; to obtain harmonious color schemes; to insure the highest and best development of said Lots; to encourage and secure the erection of attractive homes thereon, with appropriate locations and adequate free spaces between Structures; and in general to provide adequately for a high type and first class quality of improvement within Eastern Estates and thereby to enhance the values of investments made by purchasers of Lots therein.

ARTICLE IV

GENERAL LAND USE

Each Lot shall be used for one single family residence only and shall be subject to all of the covenants and conditions herein contained. Each Lot shall have only one vote in the Association regardless of how many people may share ownership of such Lot.

ARTICLE V

ARCHITECTURAL CONTROL

Section 1. Design Review Committee. The Association shall establish a Design Review Committee or "DRC" for the review, approval or disapproval of plans and other information required by this Declaration relating to the construction of Structures on each Lot with the purpose of achieving uniformity and coordination within the Lots and establishing design standards as follows:

(a) The original members of the DRC shall be up to three (3) persons to be appointed by the Developer and may be increased or decreased upon resolution by a majority of the Board. A member of the DRC need not be a Lot Owner. Upon the death or resignation of any member

of the DRC, or in the event the Board desires to remove any member, the Board shall appoint a successor. The DRC shall meet as necessary to consider applications with respect to any Structures or other matters that require the approval of the DRC as provided in this Declaration. A majority of the members of each DRC shall constitute a quorum for the transaction of business at a meeting and every act or decision made by a majority of the members present at a meeting at which a quorum is present shall be regarded as the act or decision of the DRC. The decision of a majority of the DRC shall be binding.

(b) No erection of buildings or exterior additions or alternations to any building situated upon the Properties nor erection of or changes or additions in or to fences, hedges, walls or other Structures shall be commenced, erected or maintained until the detailed buildings plans and specifications thereof, showing the nature, kind, shape, height, materials, and location of the same together with comprehensive landscaping plans as appropriate shall have been submitted to and approved in writing as to harmony of external design, appearance, and location in relation to surrounding Structures and topography by the DRC.

(c) In the event the DRC fails to approve or disapprove such design and location within sixty (60) days after the plans and specifications have been submitted to Developer (with objective proof of such submittal), approval will not be required, and this Article will be deemed to have been fully complied with.

(d) The DRC shall have the power to make variations, alterations and changes in the covenants, restrictions and requirements set forth in this Declaration as to any one or more of the Lots, provided the same is done in good faith and accomplished for what the DRC believes is the mutual benefit of the applicant and Owners of surrounding Lots.

(e) The DRC shall have the right to charge a minimum \$250.00 review fee to any Owner and Forty-Five and No/100 Dollars (\$45.00) per hour in excess of 4 hours for review of the plans and specifications submitted by such Owner and time spent approving such plans and specifications provided.

ARTICLE VI

USE RESTRICTIONS

All of the Properties shall be subject to the following use restrictions.

Section 1. Land Use: None of said Lots may be improved, used or occupied for other than one, single family private residence purpose (except for model homes used by the Developer or a builder "spec house" not yet occupied) 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. Nothing herein shall be construed to prevent a residence from having separate living quarters or similar guest accommodations so long as such are not held out for lease to the public. No lease may be of less

than an entire residence and such lease shall be subject in all respects to the provisions of this Declaration and to the rules and regulation promulgated from time to time by the Board and shall provide that the failure by the tenant to comply with the terms of this Declaration shall be a default under the lease. Notwithstanding the existence of a lease, the Owner shall remain liable for all obligations, including, without limitation, the payment of dues under this Declaration with respect to the Lot.

Section 2. Lease Restrictions: The DRC has the right to limit the number of occupants in a residence in its reasonable discretion. No nightly, monthly or similar short terms leases or so called “BNB” type leases of any kind will be permitted.

Section 3. Height Limitations: Any residence erected on any of said Lots shall not be more than two (2) stories in height above ground, provided that a residence more than two stories in height may be erected on any of said Lots with the prior written consent of the Developer exercised in Developer’s sole and reasonable judgment.

Section 4. Minimum Size Requirements: Any residence consisting of a single level above ground level shall contain a minimum of three thousand five hundred (3,500) square feet of enclosed floor area; any residence consisting of two stories above ground level shall contain a minimum of Three Thousand Eight hundred (3,800) square feet of enclosed floor area, plus at least a three (3) car attached garage. Any residence consisting of one and one-half stories shall have a minimum of two thousand (2,000) square feet on the first floor, and a minimum total square feet of three thousand two hundred fifty (3,250) square feet, plus at least a three (3) car attached garage. Any residence consisting of a level or part of a level below ground level shall nevertheless contain the foregoing minimum enclosed floor areas above ground level. “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, porches, or attics.

Section 5. 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 or as may be set forth in the zoning codes for the Clay County. All residences shall front on the street or cul-de-sac on which they are located and the plot plan must be submitted to the DRC along with the building plans and specifications as indicated in Article V.

Section 6. Building Material Requirements:

(a) Exterior walls of all residences and all appurtenances thereto constructed or installed on any Lot shall be of stucco, brick, stone, wood shingles, Masonite or wood lap siding, plate glass, glass blocks, or any combination thereof. Developer reserves the right to approve all other materials. Except as specifically approved in writing by the DRC, no exterior walls shall be covered with materials commonly known as sheet goods that when installed have uncovered seams or seams covered with batts, such as, without limitation, four feet by eight feet panels. All windows shall be constructed of glass, wood, fiberglass, vinyl or vinyl clad, or any combination thereof;

provided, however, that storm windows may be constructed of colored metal (other than silver). All exterior doors and louvers shall be constructed of wood, fiberglass, vinyl or vinyl, colored metal (other than silver) and glass, or any combination thereof. Each residence shall, unless otherwise approved by the DRC, including a poured concrete basement which shall contain a floor area comprising at least eighty percent (80%) of the ground level floor area contained in such residence, exclusive of porches and garages. Roofs shall be covered with an "Approved Composite" 40-year asphalt shingle, weathered wood blend in color, or such other material that the DRC shall approve. No flat roof shall be permitted except with the written permission of the DRC. The guidelines may establish in writing a list of the specific types, colors and other aesthetic factors of the material to be used for composite, slate, tile, clay and concrete roofs within the subdivision (whether as part of new construction or reroofing). The guidelines may generally specify the characteristics of the permitted roof materials and/or specifically approve certain products by manufacturer name and product name, color, etc. The DRC shall have the right to establish and to alter the guidelines by addition or deletion from time to time in its discretion. No supplemental recording shall be required for the guidelines to be effective.

Notwithstanding the foregoing provisions of this Section (a), requiring or prohibiting specific building materials or products, any building materials or products that may be or come into general or acceptable usage for dwelling construction of comparable quality and style in the area, as determined by the DRC in its absolute discretion, shall be acceptable upon written approval by the DRC in its absolute discretion. In the event the County or other government agency with jurisdiction and authority requires specific building materials not authorized above or requires that Owners have additional choices of building materials not authorized above, the DRC shall have the right, in its absolute discretion, to establish and regulate in writing the specific types, colors and other aesthetic features of such new or additional building materials.

(b) All applicable exterior components (excluding roofs, brick, stone, stucco and similar components) shall be covered with a workmanlike finish of two coats of high-quality paint (which may include a primer coat) or stain. All exterior basement foundations and walls, which are exposed in excess of 12 inches above final grade, shall be painted the same color as the residence or covered with siding compatible with the Structure.

(c) All residences and other buildings permitted hereby on residential Lots shall be initially new construction. No building shall be moved onto any of such lots. All construction must begin no later than one hundred twenty days (4) months after an Owner other than Developer closes on the purchase of a Lot. Should the lot purchaser fail to begin construction within this 120 day period, the developer shall have the right to buy back the lot at 95% of the original sale price less the cost of legal fees, closing cost and amounts paid to third parties.

(d) No air conditioning apparatus or unsightly project shall be attached or affixed to the front of any residence without specific approval of the DRC.

(e) No metal or other pipe shall be exposed on the exterior of any fireplace or fireplace flue and all fireplace flues shall be capped with a black or color-conforming metal rain cap.

(f) All gutters must be color coordinated to the home. All paint and color schemes must be approved by the DRC. The use of real stone in exterior construction is favored over other types of stone, however, the DRC reserves the right to approve all exterior construction materials in DRC's reasonable discretion.

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

(h) All driveways and sidewalks shall be concrete, patterned concrete, bomanite, interlocking pavers, brick or other permanent stone finishes. Crushed gravel, asphalt and natural driveways and sidewalks are prohibited. No driveway shall be constructed in a manner as to permit access to a street across a rear property line except for Lots 13 and 14 which provide a private drive access to the adjoining Lot 19 of Eastern Estates (which Lot 19 is not governed by this Declaration).

Section 7. Garages: Each residence shall have an attached or basement private garage for not less than three (3) cars. The driveway on each Lot shall contain sufficient paved area for the off-street parking of at least two cars. All garages facing any street must be equipped with doors which shall be kept closed as much as practicable to preserve the appearance of the elevations of the house fronting on the street. No carports are permitted. No vehicle (other than an operable passenger automobile, passenger van, recreational vehicle or small truck) shall be left or stored over night on any Lot except in an enclosed garage.

Section 8. Uncompleted Structures: No residence shall be permitted to stand with its exterior in an unfinished condition for longer than sixty (60) days after commencement of construction unless prior approval is obtained from the DRC. In the event of fire, windstorm, or other damage, no building shall be permitted to remain in a damaged condition without repair work having been commenced longer than three (3) months. No residence shall be occupied until the exterior shall have been completed, nor until the landscaping as approved by the Developer shall have been substantially completed (weather permitting) or other arrangements for completion shall have been approved by the Developer.

Section 9. Lot Area and Width: No residential Structure shall be erected on any building plot, which plot has a minimum lot width and size less than that shown on the recorded plat. No Lot shall be subdivided into multiple Lots unless approved in writing by the Developer and in accordance with all applicable Clay County Codes and requirements. Two or more Lots may be combined subject to compliance with all applicable Clay County Codes and requirements.

Section 10. Approval of Plans: Post Construction Changes; Grading:

(a) No Structure may be erected upon or moved onto any lot unless and until the building plans, specifications, exterior materials, location, elevations, plot plan, lot grading plan, general landscaping plan and exterior color scheme have been submitted to and approved in writing by the DRC. No change or alteration in such building plans, specifications, exterior materials, location, elevations, lot grading plans, general landscaping plans or exterior color scheme shall be made unless and until such change or alteration has been submitted to and approved in writing by the DRC, as the case may be. All building plans and plot plans shall be designed to minimize the removal of existing trees as practical. The landscaping plan submitted for approval by the DCR as referenced above shall contain a minimum allowance of not less than Five Thousand and 00/100ths Dollars (\$5,000.00) allocated for the front yard only. Such landscaping must be installed prior to occupancy unless there is a delay as a result of weather conditions and/or as otherwise approved by the DRC in extenuating circumstances.

(b) Following the completion of construction of any Structure, no significant landscaping change (including one which affects drainage from the Lot), significant exterior color change or exterior addition or alteration shall be made thereto unless and until the change, addition or alteration has been submitted to and approved in writing by the DRC. All landscaping, including trees, shrubs, undergrowth and privacy buffers shall be continually maintained and remain in good condition. Should any tree, plant, bush or living item not survive, it will be replaced with the same of similar size as approved by the DRC. All replacements of all or any portion of a completed Structure because of age, casualty loss or other reason, including, without limitation, roofs and siding, shall be of the same materials, location and elevation as the original Structure unless and until the changes thereto have been submitted to and approved in writing by the DRC.

Section 11. Easements: Easements for installation and maintenance of utilities and drainage facilities are reserved by Developer as shown on the recorded plat of said land. Such easements shall include the right of ingress and egress for construction and maintenance purposes. Within these easements, no Structure, obstruction or other material shall be erected, placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements on it shall be maintained continuously by the owner of the Lot, except for those improvements for which a public authority or utility company is responsible.

Section 12. Nuisances: No obnoxious or offensive activity shall be carried on upon any portion of the Properties, nor shall anything be done thereon that may be or become a nuisance or annoyance to the other Owners or neighborhood generally. Upon receipt by the Association of advance written notice, and reasonable restrictions as may be set forth in the discretion of the Developer or the DRC, neighborhood parties shall be allowed.

Section 13. No Temporary Structures: No Structures of a temporary character such as a trailer, tent, recreational vehicle or similar Structure or vehicle shall be allowed on any Lot unless stored in a garage or outbuilding. No garage, barn or other outbuildings shall be used on any Lot at any time as a residence (the “mother-in-law suite”) unless detailed plans and specifications are received by the DRC and DRC has provided written approval. DRC has the right to approve or disapprove of a mother-in-law suite in its sole but reasonable discretion.

Section 14. Structures: All basketball goals shall be either white or glass and shall be permanent and placed or installed in the rear yard or the rear driveway. Any yard décor and all recreational or play structures such as trampolines, swing sets, basketball goals, etc., shall be of a high quality standard and approved in writing in advance by the DRC.

Section 15. Signs: No commercial or similar signs of any kind shall be displayed to the public view on any Lot. A sign of not more than 2.5 feet by 2.5 feet advertising the property for sale, or signs used by a builder to advertise the property during the construction and sales period is permitted. This section is not intended to prevent an Owner from periodically and for reasonable time periods displaying political or candidate signs that otherwise comply with all applicable laws and are not displayed permanently. No sign shall be placed or maintained in any Common Areas without the approval of the DRC. Notwithstanding anything herein to the contrary, the TRG Group may install such signage as necessary to promote the sale of home lots in the Subdivision with such right terminating upon the sale of all eighteen (18) Lots.

Section 16. Livestock: No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats or other household pets may be kept, provided, they are not kept, bred, or maintained for any commercial purposes. All pets must be in compliance with all applicable laws and shall be confined to the Lot of the Owner, except when on a leash controlled by a responsible person. Owners shall immediately clean up after their pets on all streets, Common Areas and Lots owned by others.

Section 17. Garbage and Refuse: No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be kept in sanitary containers, in a clean and sanitary condition and housed and screened from street view or as otherwise may be specified by the Developer. No trash, refuse or garbage can or receptacle shall be placed on any Lot outside the residence, except after sundown of the day before or upon the day for regularly scheduled trash collection and except for grass bags placed in the back or side yard pending regularly scheduled trash collection.

Section 18. Parking of Motor Vehicles, Boats and Trailers: No trucks or commercial vehicles, boats or other similar water-borne vehicles, house trailers, boat trailers of any other description, camper or camping units shall be permitted to be parked or to be stored on any Lot unless they are packed and stored in an enclosed garage or in such other enclosure approved by the Developer, except only during period of approved construction on the Lot or periodically and temporarily as needed for loading and unloading. This prohibition of parking shall not apply to

temporary parking of trucks and commercial vehicles, such as for pickup, delivery and other commercial services.

Section 19. Antennas and Towers: No antenna or tower for the purpose of radio or TV operation, no solar panel, no windmills, or TV dish shall be erected upon any Lot without first having been approved in writing by the DRC with all plans and specifications for same provided to DRC. In no event shall any TV dish or antennae be visible from the front street.

Section 20. Utilities: Water, gas, electricity, telephone, fiber optic, cable television and other utilities shall be located underground on each residential Lot.

Section 21. No Commercial Activities: No commercial activities of any kind shall be conducted on any Lot, but nothing herein shall prohibit the carrying on of promotional activities by the Developer nor shall it prohibit the inside operation of a typical “home based business” or “work from home office” that is not readily apparent from the exterior of the residence and has no exterior signs or other indications of such business or office being present.

Section 22. Fences: No front yards are to be fenced. Rear and side fences shall be of, wrought iron or similar high quality (not wire, chain link or plastic) construction materials as reasonably approved by the Developer or DRC in advance of their construction. No fence, boundary wall or other Structure installed by the Developer or Association anywhere in the Subdivision may be removed or altered by any Owner or other person without the prior written consent of the Developer, or following the date the Developer transfers its right to the Board, then the Board.

Section 23. Additional Structures: Up to two (2) additional permanent Structures such as a garage or pool house, each of the same construction quality and character as the house, will be allowed upon preapproval of all plans and specifications by the DRCs. All swimming pools shall be fenced and all hot tubs shall be fenced or otherwise adequately screened. All pools and hot tubs shall be kept clean and maintained in operable condition at all times. No above-ground type swimming pools shall be permitted. Pool buildings or gazebos may be constructed within any rear yard setback area applicable to the Lot; provided that the same shall not exceed one story in height and are allowed by applicable building codes. Any temporary covering of a swimming pool, tennis court, patio or otherwise, of a rigid or “bubble” type shall be deemed a Structure that is subject to review by the DRC. No storage sheds may be constructed.

Section 24. Mailboxes. All mailboxes, including their design, appearance, location and construction materials, must be approved in advance by the DRC in its sole discretion and should when possible be submitted for such approval along with the overall building plans and specifications as provided in Article V hereof.

Section 25. Irrigation/Lawns. All Lots are required to have an irrigation system installed prior to occupancy covering the entire front, rear and side yards of the Lot and to use the irrigation system as necessary or appropriate during the late spring, summer and early fall

months. To the extent that it is not completed prior to occupancy, Owner may proceed to occupy the residence on the applicable Lot with the consent of the DRC in which event, Owner shall escrow such funds to assure the installation, when weather permits.

The lawn of each Lot shall be kept in good condition at all times and uniformly mowed and clipped with a length of grass not to exceed four (4) inches.

ARTICLE VII

GENERAL PROVISIONS

Section 1. Enforcement: Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants. Any such action may be initiated by the Developer or any Owner. Failure of the Developer or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. No rights created herein shall by implication or otherwise be deemed to supersede or avoid the necessity to comply with governmental regulations, statutes, and ordinances or other legal obligations.

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

Section 3. Duration: Amendment: The Covenants and restrictions of this Declaration shall run with and bind the land, and shall insure to the benefit of and be enforceable by the Developer, or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of twenty five (25) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years if not otherwise terminated according to the provisions hereof. The covenants and restrictions of this Declaration may be amended during the first twenty five (25) year period by an instrument signed by Developer alone so long as the Developer owns at least one (1) Lot bound hereby or by the Owners of not less than ninety percent (90%) of the Lots bound hereby, and thereafter by an instrument signed by the Owners of not less than seventy-five percent (75%) of the said Lots. Any amendment must be properly recorded in the real property records of Clay County, Missouri.

Section 4. Transferability: The Developer reserves the right, but is not obligated, to transfer and assign to the Association all of the functions of the Developer according to the provisions of this Declaration, in which event the Owners of the Properties shall then be bound to the Association as they are to the Developer. If Developer does not assign the Developer's right to the Association within ten (10) years of the date hereof and Developer owns less than

two (2) Lots bound hereby, the rights of Developer hereunder shall expire and be of no further force and effect and Developer shall thereafter hold only those rights that are to be held by an Owner of a Lot or Lots hereunder as opposed to any additional rights specifically reserved for Developer hereunder.

Section 5. Stormwater Detention: Developer, or its successors and assigns, shall be responsible to maintain the stormwater detention area located at the corner of 132nd and North Eastern Avenue ("Tract A"), together with the dwelling and the recreational/storm water pond on Lot 19 which are exclusive to the Developer only and not a part of the Common Area, all as shown on Exhibit "A." Such area shall be maintained in a neat and orderly fashion sufficient to meet any applicable ordinances or county requirements. The Association shall reimburse Developer for the ongoing cost of mowing, maintenance and upkeep to this area which shall include the cost to hire a third-party service provider plus administrative cost and fees within thirty (30) days after Association receives an invoice from Developer.

IN WITNESS WHEREOF, the undersigned, being the Developer herein, has hereunto set its hand and seal on the day and year first above written.

Gercken Development Company, LLC

By: _____
Richard Gercken, Manager/Managing Member

STATE OF _____)
) ss.
COUNTY OF _____)

On the ____ day of August, 2023, before me personally appeared Richard Gercken, as Manager/Managing Member of Gercken Development Company, LLC, to me known to be the person described in and executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the county and state aforesaid, the day and year first above written.

Notary Public

My commission expires:
