

1468380

I1103P1227

DECLARATION

OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by BRAESIDE PARK DEVELOPMENT, INC., a Missouri corporation, successors and assigns of WILLIAM H. WORLEY and ELIZABETH A. WORLEY, husband and wife, MICHAEL K. RUSSELL and KARLA H. RUSSELL, husband and wife, and BEN SHARP, a/k/a BENNY SHARP, a/k/a BENNIE SHARP, and BETTY SHARP, husband and wife, said BRAESIDE PARK DEVELOPMENT, INC. hereinafter referred to as "Declarant", and MICHAEL CLINT SHARP, a single man, successor in interest to Unit #7, BRAESIDE PARK, 1st plat, a subdivision of land in Lee's Summit, Jackson County, Missouri, said MICHAEL CLINT SHARP, hereinafter referred to as "Sharp".

W I T N E S S E T H:

WHEREAS, Sharp is the owner of certain property in Lee's Summit, County of Jackson, State of Missouri, which is more particularly described as follows:

01-4435

Unit #7, BRAESIDE PARK, 1st plat, a subdivision of land in Lee's Summit, Jackson County, Missouri, said ownership being acquired by means of a Warranty Deed whereby Declarant was the grantor, said Deed recorded in Book I-1094 at Page 610 in the Recorder of Deeds Office for Jackson County in Independence, Missouri, and

WHEREAS, Declarant is the owner of certain property in Lee's Summit, County of Jackson, State of Missouri, which is more particularly described as:

This is a subdivision and part of the SW 1/4 of Section 6, T 47N, R 31W, in Lee's Summit, Jackson County, Missouri more particularly described as follows: Beginning at a point on the West line of the SE 1/4 of the SW 1/4 of Section 6, T 47N, R 31W that is 518.27 feet North of the S.W. corner thereof, said point also being on the Northerly Right of Way line of West 2nd Street; thence N 0° 02'49" E along the said West line of said 1/4, a distance of 806.26 feet to the centerline of Donovan Road as platted in BRAESIDE ADDITION, a subdivision in Lee's Summit, Jackson County, Missouri; thence N0°50'02"E along the centerline of said Donovan Road, a distance of 286.09'; thence S89°38'58"E along the Southerly line of Lot 5, WOOD'S ESTATES, a subdivision in Lee's Summit, Jackson County, Missouri, a distance of 250.59 feet to the Northwest corner of Lot 1016, ROBIN HILLS, a subdivision in Lee's Summit, Jackson County, Missouri; thence S 1°00'27"E along the West line of said Lot 1016, a distance of 109.8 feet, more or less, to the Right of Way line of the Robin Road cul-de-sac; thence on a

curve to the right with a radius of 35.36 feet and along the said Right of Way line, an arc distance of 27.77 feet; thence continuing along the said Right of Way line, South, a distance of 50.0 feet; thence continuing along the said Right of Way line, East, a distance of 35.36 feet, thence continuing South along the Right of Way line, a distance of 1,013.03 feet to the Northerly Right of Way line of West 2nd Street, thence West along the Northerly Right of Way line of West 2nd Street, a distance of 14.14 feet; thence continuing along the Northerly Right of Way line of West 2nd Street, on a curve to the right with a radius of 393.97 feet, an arc distance of 275.46 feet to the point of beginning; containing 7.127 Acres, more or less. Subject to recorded easements and right of ways of record.

Except Unit #7, BRAESIDE PARK, 1st plat, which had previously been conveyed by Warranty Deed recorded in Book I-1094 at Page 610 in the Recorder of Deeds Office for Jackson County, in Independence, Missouri, and

WHEREAS, there had previously been recorded DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS in Book I-1094 at Page 593 in the Recorder of Deeds Office for Jackson County, Missouri at Independence, Missouri whereby the aforescribed property owned by Declarant and Sharp had been the subject of the restrictions, said DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS having been executed by WILLIAM H. WORLEY and ELIZABETH A. WORLEY, husband and wife, MICHAEL K. RUSSELL and KARLA H. RUSSELL, husband and wife, and BEN SHARP, a/k/a BENNY SHARP, a/k/a BENNIE SHARP, and BETTY SHARP, husband and wife, and

WHEREAS, it is the desire of Declarant and Sharp to rescind and cancel the aforementioned conditions and restrictions recorded in Book I-1094 at Page 593 in the Office of the Recorder of Deeds for Jackson County, Missouri at Independence, Missouri and to place certain restrictions on the afore-referenced property which is owned by Declarant and Sharp,

NOW, THEREFORE, Declarant and Sharp hereby declare that the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS as recorded in Book I-1094 at Page 593 in the Recorder of Deeds Office for Jackson County in Independence, Missouri are null and void and Declarant and Sharp hereby declare that all of the properties described above and owned by Declarant and Sharp

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 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" shall mean and refer to BRAESIDE PARK HOMEOWNERS ASSOCIATION, INC., its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any living unit which is a part of the Properties, including contract Buyers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property owned by Declarant hereinbefore described or which may be hereinafter annexed, including the improvements thereon owned by the Association, other than any portions thereof which have been heretofore or may hereafter be platted into ~~units~~ units. The Common Area hereinbefore described shall be owned by and conveyed to the Association free and clear of all mortgage indebtedness upon the occurrence of either of the following events, whichever occurs first:

- (a) Upon Declarant having completed for occupancy sixty-seven (67) living units as approved by the Planning and Zoning Commission of the City of Lee's Summit, Missouri, or

(b) December 31, 1986.

The Common Area which may be hereinafter annexed including the improvements thereon other than any portions thereof which may be platted into units will also be conveyed to the Association free and clear of all mortgage indebtedness upon the occurrence of either of the following events, whichever occurs first:

(a) Upon Declarant having completed for occupancy all living units as approved by the Planning and Zoning Commission of the City of Lee's Summit, or

(b) Five (5) years from the date additional land is annexed as per the authority of Article VI, Section 4 of this instrument.

Section 5. "Living Unit" shall mean a single-family dwelling contained within a building and the platted unit on which such dwelling is situated.

Section 6. "Declarant" shall mean and refer to BRAESIDE PARK DEVELOPMENT, INC. and its successors and assigns. Upon BRAESIDE PARK DEVELOPMENT, INC. conveying the Common Area to the Association, the Association shall become the successor and assign of Declarant.

Section 7. "Building" shall mean a residential structure containing two or more Living Units.

ARTICLE II

PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every owner shall have a right and easement in and to the Common Area which shall be appurtenant to and shall pass with the title to every Living Unit and the exclusive use of parking spaces as provided in this Article, subject to the following provisions:

(a) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(b) The right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which any

assessment against his or her Living Unit remains unpaid;
and for a period not to exceed sixty (60) days for any
infraction of its published rules and regulations;

(c) 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.

Section 2. Delegation of Use. Any owner of a Living Unit
may delegate to anyone who is residing in the Living Unit the
right to use the Common Area for its intended usage.

Section 3. Parking Rights. Ownership of a Living Unit
where only two Living Units are contained in one building shall
entitle the owner or owners thereof to a minimum of one automobile
parking space, which shall be as near and convenient to said Living
Unit as reasonably possible, together with the right of ingress
and egress in and upon said parking area. The Association shall
permanently assign a minimum of one vehicle parking space for each
Living Unit for those buildings where there are three (3) or
more adjoining Living Units.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a Living Unit shall be a member
of the Association. Membership shall be appurtenant to and may
not be separated from ownership.

Section 2. The Association shall have two classes of voting
membership:

Class A. Class A members shall be all Owners with
the exception of the Declarant, and shall be entitled
to one (1) vote for each Living Unit owner. When more

than one person holds an interest in any Living Unit, all such persons shall be members. The vote for such

Living Unit shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Living Unit. Class A members shall only be entitled to vote upon the voting rights of Class B members having been terminated as set forth in the succeeding paragraph.

Class B. The Class B members shall be the Declarant. All voting powers in the Association shall be exercised by the Class B members and the Class A members shall have no authority to vote until such time as the Class B members voting rights have been terminated. The voting rights of Class B members shall terminate upon the first of the following to occur:

- (1) Declarant completing for occupancy sixty-seven (67) Living Units on properties hereinbefore described as owned by Declarant and Sharp as approved by the Planning and Zoning Commission of Lee's Summit, Missouri, or
- (2) December 31, 1986.

If Declarant annexes the additional land to be subject to this declaration as described in Article VI, Section 4, then the date of termination of Class B members voting rights as set forth above shall be delayed until the first of the following to occur:

- (1) Completion for occupancy sixty-seven (67) Living Units on properties hereinbefore described as owned by Declarant and Sharp and the completion for occupancy of all additional Living Units as approved by the Planning and Zoning Commission of the City of Lee's Summit, Missouri, to be erected on the additional land as described in Article VI, Section 4, or

(2) or Five (5) years from the date additional land is annexed as per the authority of Article VI, Section 4 of this instrument. Upon the voting rights of the Class B members being terminated as set forth above, Class B membership shall cease and be converted to Class A membership.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Living Unit owned within the Properties, hereby covenants, and each Owner of any Living Unit by acceptance of a deed therefor, whether or not it shall be so 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 as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the Living Units against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such Living Units at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area and of the Living Units situated upon the properties.

Section 3. Annual Assessments. An annual assessment shall be determined by a specified sum per square foot of living area per month. The Declarant shall certify, in writing, the square

footage applicable to each Living Unit and shall file the certification with the registered agent of the Association upon the completion of each Living Unit. The following assessment procedures and rates shall be applicable until such time as they may be changed at a special meeting of the Board of Directors of the Association called for that purpose on December 1, 1982:

(a) In the calendar year, 1981, upon conveyance of a Living Unit to an Owner by the Declarant or upon occupancy of a Living Unit whereby title is retained by the Declarant, there shall be paid one year's assessment in advance to the Association. The assessment shall be based on three cents per square foot multiplied by the square footage of living area, multiplied by twelve (12) (number of months in calendar year). One year subsequent from the date the initial assessment is due under the terms of this paragraph the Owner or Declarant, whichever the case may be, shall then pay the same assessment in advance prorated for the balance of the year 1982.

(b) In the calendar year, 1982, upon conveyance of a Living Unit to an Owner by the Declarant or upon occupancy of a Living Unit whereby title is retained by the Declarant, there shall be paid one year's assessment in advance to the Association. The assessment shall be based upon three cents per square foot multiplied by the square footage of the living area, multiplied by twelve (12) (number of months in calendar year).

(c) If an increase in the assessment rate effective January 1, 1983 shall be implemented at the Special Meeting of the Board of Directors of the Association to be held on December 1, 1982, then credit shall be given for the advanced assessment paid by the Owner or Declarant under the provisions of the preceding subparagraph.

(d) Effective January 1, 1983, at a Special Meeting of the Board of Directors of the Association to be held on December 1, 1982, the assessment may be increased above that established by a vote of the members for the next succeeding calendar year provided that any such change shall have the assent of two-thirds (2/3) of the votes of the Class A members, if entitled to vote, who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than thirty (30) days, nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting, The Special Meeting of the Board of Directors of the Association shall be held on all subsequent years on December 1 to determine the assessment for the next calendar year provided that any such change shall have the assent of two-thirds (2/3) of the votes of the Class A members, if entitled to vote, who are voting in person or by proxy, at a meeting duly called for the purpose of changing the yearly assessment, written notice of which shall be sent to all members not less than thirty (30) days, nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting.

The Class A members shall only be entitled to vote after such time as the Class B membership has been terminated as set forth in Article III, Section 2 as hereinbefore set forth.

Section 4. Special Assessments for Capital Improvements.

In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto,

provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of Class A members, if entitled to vote, who are voting in person or by proxy at a meeting duly called for this purpose.

The Class A members shall only be entitled to vote after such time as the Class B membership has been terminated as set forth in Article III, Section 2 as hereinbefore set forth.

Section 5. Notice of Quorum for Any Action Authorized Under Sections 3 and 4 and Article VIII. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 and Article VIII, as hereinafter set forth, shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members in person or by proxy entitled to cast sixty (60%) percent of all the votes eligible to be cast shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Living Units and may be collected on an annual basis.

Section 7. Date of Commencement of Annual Assessments in 1983 and Thereafter. Upon setting the amount of the annual assessment as required under subparagraph (d), Section 3 above, the Board of Directors shall notify, in writing, each Living Unit owner or Declarant, as the case may be, the amount of the annual assessment for the subsequent calendar year. Notification shall be in writing and shall be mailed to the address of the owner or Declarant on file with the Registered Agent of the Association. The notice shall be mailed

no later than the 10th day of December. The due date for the assessment shall be January 1, of each year, or as established by the Board of Directors of the Association.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the highest rate of the following:

(a) Ten (10%) percent per annum on the unpaid balance, or

(b) The highest rate allowable by law as set forth in Chapter 408.030 R.S.Mo.

The Association may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessment provided for herein by non-use of the Common Area or abandonment of the owner's Living Unit.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinated to the lien of any first Deed of Trust or mortgage. Sale or transfer of any Living Unit shall not affect the assessment lien. However, the sale or transfer of any Living Unit pursuant to foreclosure or conveyance in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Living Unit from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V

ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected, or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height,

materials, and location of the same shall have been submitted to and 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 composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE VI

GENERAL PROVISIONS

Section 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. 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.

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

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended by an instrument signed only by the Declarant prior to that date on which the common land is conveyed or is to be conveyed (whichever shall first occur) to the Association. For the balance of said twenty (20) year period, it may be amended by an instrument signed by the Class A members, whose ownership represents ninety (90%) percent of the Living Units subject to this Declaration, and thereafter by an instrument signed by the

Class A members, if entitled to vote, whose ownership represents seventy-five (75%) percent of the Living Units subject to this Declaration. Any amendment must be recorded.

Section 4. Annexation. Additional land within the area described as:

The East 396.0 feet of the Southwest 1/4 of the Southwest 1/4 of Section 6, Township 47, Range 31, Lee's Summit, Jackson County, Missouri, except the South 217.0 feet of the East 296.0 feet and also except a strip of land being 26 feet in width in the Southwest quarter of Section 6, Township 47, Range 31, lying Southerly of and adjacent to LOT 80 in BRAESIDE ADDITION NO. 2, a subdivision in Lee's Summit, Jackson County, Missouri, and except that part thereof in streets.

may be annexed by the Declarant without the consent of the Class A members of the Association within three (3) years of the date of this instrument. The date of annexation shall be the date Declarant shall file with the Recorder of Deeds Office for Jackson County, in Independence, Missouri, Declarant's written instrument whereby the annexed land is declared subject to this written Declaration.

ARTICLE VII

PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of a building upon the Properties, and placed on the dividing line between the platted units, shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rule of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party shall be shared by the Owners who make use of the wall in proportion to such use.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute

to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provisions of this Article, an Owner who by negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. 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.

Section 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

ARTICLE VIII

EXTERIOR MAINTENANCE

In addition to maintenance upon the Common Area, the Association shall provide exterior maintenance upon each Living Unit which is subject to assessment hereunder, as follows: paint, repair, replacement and care of roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks, and other exterior improvements. Such exterior maintenance shall not include glass surfaces.

In the event that the need for maintenance or repair of a Living Unit 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 of the Living Unit needing such maintenance or repair, the cost

of such exterior maintenance shall be added to and become part of the assessment to which such Living Unit is subject.

ARTICLE IX RIGHT OF INGRESS AND EGRESS

Declarant and Sharp state and covenant that all owners of Living Units and their successors, assigns, grantees, invitees, and any who are in possession of any Living Units are hereby granted a perpetual easement across the common area to said Living Units and parking areas. Nonpayment of any annual assessment, special assessment for capital improvements, and any other special charge shall not result in a forfeiture of access to the Living Units.

Declarant does hereby reserve the right in reference to the Common Area to locate, erect, construct, maintain and use, and authorize the location, erection, construction, maintenance and use of, drains, sanitary and storm sewers, gas and water mains and lines, electric and telephone lines, television cables and other utilities, and to give or grant right of way for easements therefor, and to give or grant public right of ways to the City of Lee's Summit, Missouri.

ARTICLE X

USE OF LAND

All land contained within the following described real estate shall be used for residential purposes only, said real estate described as follows:

This is a subdivision and part of the SW 1/4 of Section 6, T 47N, R 31W, in Lee's Summit, Jackson County, Missouri more particularly described as follows: Beginning at a point on the West line of the SE 1/4 of the SW 1/4 of Section 6, T 47N, R 31W that is 518.27 feet North of the S.W. corner thereof, said point also being on the Northerly Right of Way line of West 2nd Street; thence N 0° 02'49" E along the said West line of said 1/4, a distance of 806.26 feet to the centerline of Donovan Road as platted in BRAESIDE ADDITION, subdivision in Lee's Summit, Jackson County, Missouri; thence N 0°50'02" E along the centerline of said Donovan Road, a distance of 286.09';

thence S 89°38'58" E along the Southerly line of Lot 5, WOOD'S ESTATES, a subdivision in Lee's Summit, Jackson County, Missouri, a distance of 250.59 feet to the Northwest corner of Lot 1016, ROBIN HILLS, a subdivision in Lee's Summit, Jackson County, Missouri; thence S 1°00'27" E along the West line of said Lot 1016, a distance of 109.8 feet, more or less, to the Right of Way line of the Robin Road cul-de-sac; thence on a curve to the right with a radius of 35.36 feet and along the said Right of Way line, an arc distance of 27.77 feet; thence continuing along the said Right of Way line, South, a distance of 50.0 feet; thence continuing along the said Right of Way line, East, a distance of 35.36 feet, thence continuing South along the Right of Way line, a distance of 1,013.03 feet to the Northerly Right of Way line of West 2nd Street, thence West, along the Northerly Right of Way line of West 2nd Street, a distance of 14.14 feet; thence continuing along the Northerly Right of Way line of West 2nd Street, on a curve to the right with a radius of 393.97 feet, an arc distance of 275.46 feet to the point of beginning; containing 7.127 Acres, more or less.

ARTICLE XI

INSURANCE

Each owner of a Living Unit shall keep and maintain in force upon his or her Living Unit, fire and extended coverage insurance equal in an amount to the full replacement value thereof, with as broad and complete peril coverage as is possible, and shall name the Association as a loss payee thereunder, the full replacement value shall be specified in writing by the Association annually in a written communication addressed to the owner of each Living Unit and the owner of each Living Unit shall furnish to the Association written evidence of insurance. If any owner shall default in the performance of this requirement, the Association, or any other owner of a Living Unit in the property covered in this Declaration, may procure such insurance in the name of the owner, and shall be entitled to reimbursement by said owner for any premiums paid therefor, and an interest charge equal to that as provided in Article IV, Section 8. If the Association or another owner must purchase the required insurance, then the amount of the premium and the interest due thereon shall become a charge on

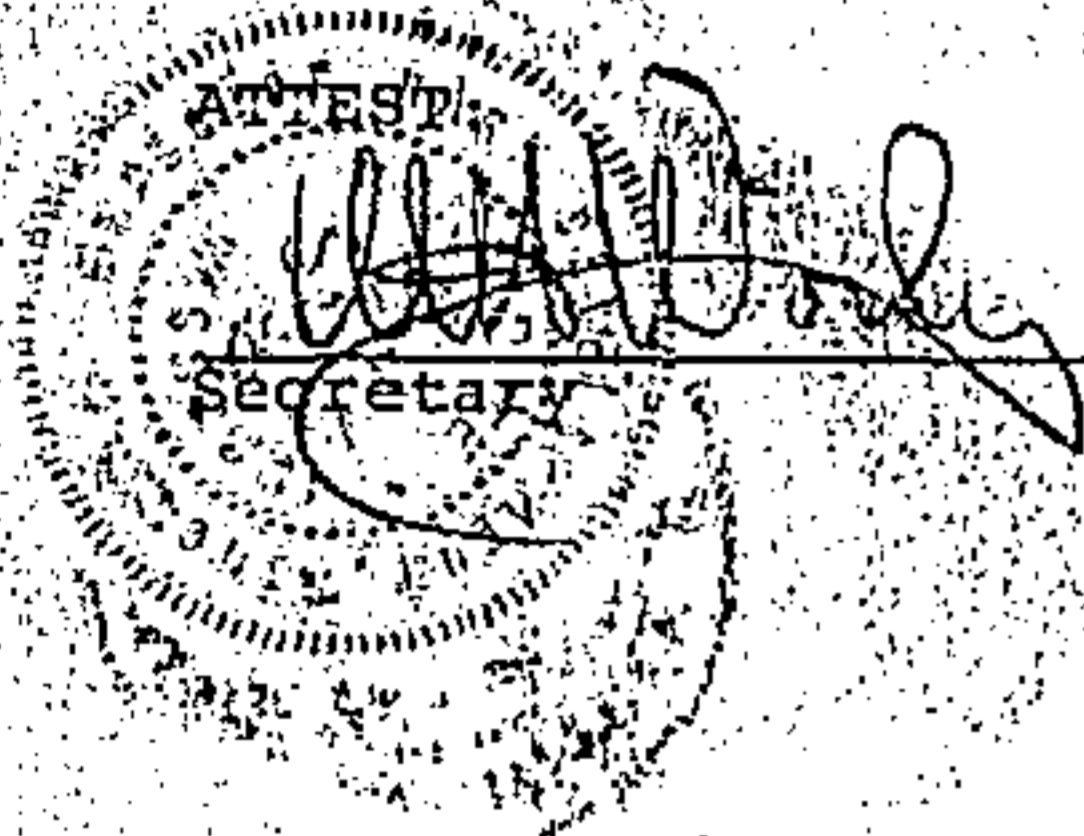
the Living Unit of the delinquent unit owner and shall be a continuing lien with the same force and effect as the assessment liens as provided in Article IV.

IN WITNESS WHEREOF, the undersigned, being the Declarant and Sharp herein, have hereunto set their hands and seals this 26th day of September, 1981.

BRAESIDE PARK DEVELOPMENT, INC.

By Lemuel J. Sharp
President

Michael Clint Sharp
MICHAEL CLINT SHARP



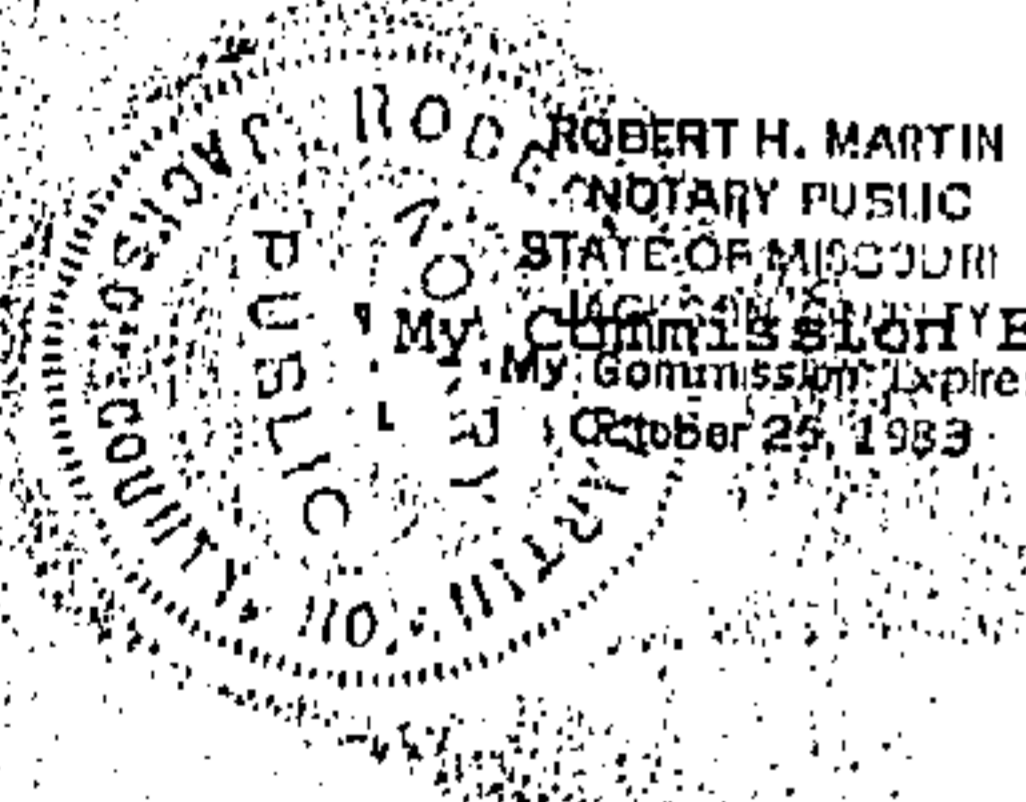
STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON

On this 26th day of September, 1981, before me, appeared Bernie V. Sharp to me personally known, who being by me duly sworn, did say that he is the President of BRAESIDE PARK DEVELOPMENT, INC., a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said _____ acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at my office in Independence Missouri, the day and year last above written.

Robert H. Martin
Notary Public

ROBERT H. MARTIN
NOTARY PUBLIC
STATE OF MISSOURI
My Commission Expires:
October 25, 1983



I1103P1244

STATE OF MISSOURI)
COUNTY OF JACKSON) SS.

On this 26th day of September, 1981, before me, the undersigned, a Notary Public, personally appeared MICHAEL CLINT SHARP, to me known to be the person described in and who 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 at my office in St. Louis, Missouri, the day and year last above written.

Robert H. Martin
Notary Public
Robert H. Martin

My Commission Expires:
NOTARY PUBLIC
STATE OF MISSOURI
JACKSON COUNTY
My Commission Expires:
October 25, 1983

JACKSON COUNTY MISSOURI
RECORDED
INDEXED
110

STATE OF MISSOURI)
JACKSON COUNTY) SS.
I CERTIFY INSTRUMENT RECEIVED

-18-

1981 SEP 29 AM 11 35 7

I1103P1227
RECORDED & INDEXED
KAREN KUTLEY STUBBS
DIRECTOR OF RECORDS

J. Wilson

39.00