

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WESTMORE DOWNS

THIS DECLARATION, MADE ON THE DATE HEREINAFTER SET FORTH BY WESTMOREDOWNS, INC.,
HEREINAFTER REFERRED TO AS "DECLARANT".

WITNESSETH:

WHEREAS, DECLARANT IS THE OWNER OF CERTAIN PROPERTY IN KANSAS CITY, COUNTY OF
WYANDOTTE, STATE OF KANSAS, WHICH IS MORE PARTICULARLY DESCRIBED AS:

LOTS 1-38, WESTMORE DOWNS, A SUBDIVISION IN KANSAS CITY, WYANDOTTE COUNTY, KANSAS,
SUBJECT TO THE RECORDED PLAT THEREOF

NOW, THEREFORE, DECLARANT HEREBY DECLARES THAT ALL OF THE PROPERTIES DESCRIBED ABOVE
SHALL BE HELD, SOLD AND CONVEYED SUBJECT TO THE FOLLOWING EASEMENTS, RESTRICTION,
COVENANTS, AND CONDITIONS, WHICH ARE FOR THE PURPOSE OF PROTECTING THE VALUE AND THE
DESIREABILITY OF, AND WHICH SHALL RUN THE , 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 WESTMORE DOWNS HOMES ASSICIATION, 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 LOT WHICH IS PART OF THE PROPERTIES,
INCLUDING CONTACT SELLERS, BUT EXCLUDING THOSE HAVING SUCH INTEREST MERELY AS SECURITY
FOR THE PERFORMANCE OF AN OBLIGATION.

SECTION 3. "PROPERTIES" SHALL MEAN AND REFER TO ATHAT CERTAIN REAL PROPERTY HEREINBEFORE
DESCRIBED, AND SUCH ADDTIONS THERETO AS MAY HEREAFTER BE BROUGHT WITHIN THE
JURISDICTION OF THE ASSICIATION.

SECTION 4. "COMMON AREA" SHALL MEAN ALL REAL PROPERTY (INCLUDING THE IMPROVEMENT
THERETO) OWNED BY THE ASSOCIATION FOR THE COMMON USE AND ENJOYMENT OF THE OWNERS.

SECTION 5. "LOT" SHALL MEAN AND REFER TO ANY PLOT OF LAND SHOWN UPON ANY RECORDED
SUBDIVISION MAY OF THE PROPERTIES WITH THE EXCEPTION OF THE COMMON AREA.

SECTION 6. "DECLARANT" SHALL MEAN AND REFER TO WESTMORE DOWNS INC., ITS SUCCESSORS AND
ASSIGNS IS SUCH SUCCESSORS OR ASSIGNS SHOUD ACQUIRE MORE THAN ONE UNDEVELOPED LOT
FROM THE DECLARANT FOR THE PURPOSE OF THE DEVELOPMENT.

ARTICLE II

PROPERTY RIGHTS

SECTION 1. OWNERS' AND 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 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 RECREATIONAL FACILITIES BY AN OWNER FOR ANY PERIOD DURING WHICH ANY ASSESSMENT AGAINST HIS LOT REMAINS UNPAID; AND FOR A PERIOD NOT TO EXCEED 60 DAYS FOR ANY INFRACTIONS 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 PURPOSE AND SUBJECT TO SUCH CONDITIONS AS MAY BE AGREED TO BY THE MEMBERS. NO SUCH DEDICATION OR TRANSFER OR MORTGAGE OF THE COMMON AREA SHALL BE EFFECTIVE UNLESS AN INSTRUMENT AGREEING TO SUCH DEDICATION OR TRANSFER OR MORTGAGE SIGNED BY (2/3) OF THE MEMBERS EXCLUDING THE DECLARANT.

SECTION 2. DELEGATION OF USE. ANY OWNER MAY DELEGATE, IN ACCORDANCE WITH THE BYLAWS, HIS RIGHT OF ENJOYMENT TO THE COMMON AREA FACILITIES TO THE MEMBERS OF THIS FAMILY, HIS TENANTS, OR CONTRACT PURCHASERS WHO RESIDE ON THE PROPERTY.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

SECTION 1. 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.

SECTION 2. EACH LOT OWNER SHALL BE ENTITLED TO ONE VOTE FOR EACH LOT OWNED. WHEN MORE THAN ONE PERSON HOLDS AN INTEREST IN ANY LOT, ALL SUCH PERSONS SHALL BE MEMBERS. THE VOTE FOR SUCH LOT SHALL BE EXERCISED AS THEY DETERMINE, BUT IN NO EVENT SHALL MORE THAN ONE VOTE BE CAST WITH THE RESPECT TO ANY LOT.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENT

SECTION 1. CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS. THE DECLARANT, FOR EACH LOT OWNED WITHIN THE PROPERTIES, HEREBY COVENANTS, AND EACH OWNER OF ANY LOT BY 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 OF THE LAND AND SHALL BE A CONTINUING LIEN UPON THE PROPERTY AGAINST WHICH EACH SUCH ASSESSMENT IS MADE. EACH SUCH ASSESSMENT, TOGETHER WITH INTEREST, COSTS, AND REASONABLE ATTORNEY'S FEES, SHALL BE THE PERSONAL OBLIGATION OF THE PERSON WHO WAS THE OWNER OF SUCH PROPERTY AT THE TIME WHEN THE ASSESSMENT FELL DUE.

SECTION 2. PURPOSE OF ASSESSMENTS. THE ASSESSMENTS LEVIED BY THE ASSOCIATION SHALL BE 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 ENTRANCES AND OTHER AREAS THE ASSOCIATION DETERMINES SHOULD BE MAINTAINED IN THE BEST INTEREST OF THE MEMBERS.

SECTION 3. BASIC AND MAXIMUM OF ANNUAL ASSESSMENTS.

- A. UNTIL JANUARY 1, 1991, THERE SHALL BE NO ANNUAL ASSESSMENT. FOR THE CALENDAR YEAR OF 1991, THE MAXIMUM ANNUAL ASSESSMENT FOR AN IMPROVED LOT SHALL BE \$50.00. THERE SHALL BE NO ASSESSMENTS FOR UNAPPROVED LOTS.
- B. FROM AND AFTER JANUARY 1, 1992, THE MAXIMUM ANNUAL ASSESSMENTS MAY BE INCREASED EFFECTIVE JANUARY 1 OF EACH YEAR WITHOUT A VOTE OF MEMBERSHIP BY AN AMOUNT NOT TO EXCEED %15 OF THE ASSESSMENT FOR THE PREVIOUS YEAR.
- C. FROM AND AFTER JANUARY 1, 1992, THE MAXIMUM ANNUAL ASSESSMENTS MAY BE INCREASED BY MORE THAN %15 PER YEAR BY VOTE OF THE MEMBERS, PROVIDED THAT ANY SUCH CHANGE SHALL HAVE THE ASSENT OF TWO-THIRDS (2/3) OF THE VOTES OF THE MEMBERS WHO ARE VOTING IN PERSON OR BY PROXY, AT A MEETING DULY CALLED FOR THIS PURPOSE, WRITTEN NOTICE OF WHICH SHALL BE SENT TO ALL MEMBERS NOT LESS THAN 30 DAYS NOR MORE THAN 60 DAYS IN ADVANCE OF THE MEETING SETTING FORTH THE PURPOSE OF THE MEETING.
- D. A LOT SHALL BE DEEMED AN IMPROVED LOT FOR THE PURPOSE OF THIS DECLARATION WHEN IT IS CONVEYED OR TRANSFERRED TO AN ULTIMATE OWNER AS DISTINGUISHED FROM THE DECLARANT OR A BUILDER. THE ASSESSMENT FOR THE YEAR OF TRANSFER TO AN ULTIMATE OWNER SHALL BE PRORATED ON A MONTHLY BASIS.

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, 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 THE MEMBERS WHO ARE VOTING IN PERSON OR BY PROXY AT A MEETING DULY CALLED FOR THIS PURPOSE.

SECTION 5. QUORUM. AT ANY MEETING OF THE ASSOCIATION, TWENTY-FIVE PERCENT (%25) OF THE MEMBERS OF THE ASSOCIATION VOTING EITHER IN PERSON OR BY PROXY SHALL CONSTITUTE A QUORUM.

SECTION 6. DUE DATES. THE ANNUAL ASSESSMENT SHALL BE DUE BY MARCH 1 OF EACH YEAR, OR WITHIN 30 DAYS OF THE DATE OF THE MAILING ASSESSMENT, WHICHEVER IS LATER. A WRITTEN OR PRINTED NOTICE, DEPOSITED IN THE UNITED STATES POST OFFICE, WITH POSTAGE THEREON PREPAID, AND ADDRESSED TO RESPECTIVE OWNERS AT THE LAST ADDRESS LISTED WITH THE ASSOCIATION, SHALL BE DEEMED TO BE SUFFICIENT AND PROPER NOTICE FOR THESE PURPOSES, OR FOR ANY OTHER PURPOSE OF THIS DECLARATION WHERE NOTICES ARE REQUIRED.

SECTION 7. 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 RATE OF %10 PER ANNUM. THE ASSOCIATION MAY BRING IN 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 ASSESSMENTS PROVIDED FOR HEREIN BY NON-USE OF THE COMMON AREA OR ABANDONMENT OF HIS LOT.

SECTION 8. SUBORDINATION OF THE LIEN TO MORTGAGES. THE LIEN OF THE ASSESSMENTS PROVIDED FOR HEREIN SHALL BE SUBORDINATE TO THE LIEN OF ANY FIRST MORTGAGE. SALE OR TRANSFER OF ANY LOT SHALL NOT AFFECT THE ASSESSMENT LIEN. HOWEVER, THE SALE OR TRANSFER OF ANY LOT PURSUANT TO MORTGAGE FORECLOSURE OR ANY PROCEEDING 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 LOT FROM LIABILITY FOR ANY ASSESSMENTS THEREAFTER BECOMING DUE OR FROM THE LIEN THEREOF. THE HOLDERS OF THE MORTGAGES ON ANY LOTS ARE NOT REQUIRED TO COLLECT ASSESSMENTS. FAILURE OF THE LOT OWNER TO PAY ANY ASSESSMENT SHALL NOT CONSTITUTE A DEFAULT UNDER THE MORTGAGE.

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, MATERIAL, AND LOCATION OF THE SAME SHALL HAVE BEEN SUBMITTED TO AND APPROVED IN WRITING AS TO HARMONY OF EXTERNAL DESIGN AND LOCATION IN THE RELATION TO SURROUNDING STRUCTURES AND 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

USE RESTRICTIONS

ALL PROPERTIES AND ALL ADDITIONAL LANDS WHICH SHALL BE SUBJECTED TO THIS DECLARATION UNDER ARTICLE VII, SECTION 4, SHALL BE SUBJECT TO THE FOLLOWING RESTRICTIONS.

SECTION 1. LAND USE. NONE OF SAID LOTS MAY BE IMPROVED, USED OR OCCUPIED FOR OTHER THAN PRIVATE RESIDENCE PURPOSES. (EXCEPT FOR MODEL HOMES USED BY THE DECLARANT OR BUILDERS) AND NO FLAT OR APARTMENT HOUSE, ALTHOUGH INTENDED FOR RESIDENTIAL PURPOSES, MAY BE ERECTED THEREOF. ANY RESIDENCE ERECTED OR MAINTAINED ON ANY OF SAID LOTS SHALL BE DESIGNED AND USED FOR OCCUPANCY BY A SINGLE FAMILY.

SECTION 2. HEIGHT LIMITATION. ANY RESIDENCE ERECTED ON ANY OF SAID LOTS SHALL NOT BE MORE THAN TWO (2) LEVELS OF HEIGHTS, ABOVE GROUND IN THE FRONT.

SECTION 3. MINIMUM SIZE REQUIREMENTS. ANY ONE STORY OR SPLIT LEVEL RESIDENCE SHALL CONTAIN A MINIMUM OF 1,200 SQUARE FEET OF FINISHED LIVING AREA EXCLUSIVE OF GARAGES, BREEZEWAYS, BASEMENTS AND SIMILAR PORTIONS OF SUCH RESIDENCES. ANY RESIDENCE CONSISTING OF TWO LEVELS ABOVE GROUND LEVEL SHALL CONTAIN A MINIMUM OF 850 SQUARE FEET OF ENCLOSED FLOOR AREA ON THE FIRST LEVEL ABOVE GROUND, EXCLUSIVE OF GARAGES, BREEZEWAYS, AND SIMILAR PORTIONS OF SUCH RESIDENCES AND A MINIMUM OF 1450 SQUARE FEET OF ENCLOSED FLOOR AREA, EXCLUSIVE

OF GARAGES, BREEZEWAYS AND PORTIONS OF SUCH RESIDENCES. DECLARANT RESERVES THE RIGHT TO REQUIRE GREATER SQUARE FOOTAGES ON THE APPROVAL OF ANY PLAN.

SECTION 4. BUILDING LINES. NO PART OF ANY RESIDENCE SHALL BE LOCATED ON ANY LOT NEARER TO THE FRONT STREET OR THE SIDE STREET THAN IS THE FRONT BUILDING LINE OR THE SIDE BUILDING LINE SHOWN ON THE RECORDED PLAT. HOWEVER, A RESIDENCE OR PART OF ANY RESIDENCE MAY BE LOCATED ON ANY LOT NEARER THAN THE SAID BUILDING LINE SHOWN UPON SAID PLAT WITH THE WRITTEN CONSENT OF THE DECLARANT.

SECTION 5. UNCOMPLETED STRUCTURES. NO RESIDENCE SHALL BE PERMITTED TO STAND WITH ITS EXTERIOR IN AN UNFINISHED CONDITION FOR LONGER THAN FIVE (5) MONTHS AFTER COMMENCEMENT OF CONSTRUCTION.

SECTION 6. GARAGES. EACH RESIDENCE SHALL HAVE AN ATTACHED OR BASEMENT PRIVATE GARAGE FOR NOT LESS THAN TWO, NOR MORE THAN THREE CARS. ALL GARAGES MUST BE EQUIPPED WITH DOORS WHICH SHALL BE KEPT CLOSED AS MUCH AS PRACTICABLE TO PRESERVE THE APPEARANCE OF THE ELEVATION OF THE HOUSE.

SECTION 7. LOT AREA 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 PLAN PLAT.

SECTION 8. EASEMENTS. EASEMENTS FOR INSTALLATION AND MAINTENANCE OF UTILITIES AND DRAINAGE FACILITIES ARE RESERVED BY DECLARANT AS SHOWN ON THE RECORDED PLAT OF SAID LAND. SUCH EASEMENTS SHALL INCLUDE THE RIGHT OF INGRESS AND EGRESS FOR CONSTRUCTION AND MAINTENANCE PURPOSES. WITHIN THESE EASEMENTS, NO STRUCTURE, PLANTING OR OTHER MATERIAL SHALL BE PLACED OR PERMITTED TO REMAIN WHICH MAY DAMAGE OR INTERFERE WITH THE INSTALLATION AND MAINTENANCE OF UTILITIES, OR WHICH MAY CHANGE THE DIRECTION OF FLOW OF DRAINAGE CHANNELS IN THE EASEMENTS, OR WHICH MAY OBSTRUCT OR RETARD THE FLOW OF WATER THROUGH DRAINAGE CHANNELS IN THE EASEMENTS. THE EASEMENT AREA OF EACH LOT AND ALL IMPROVEMENTS IN IT SHALL BE MAINTAINED CONTINUOUSLY BY THE OWNER OF THE LOT. EXCEPT FOR THOSE IMPROVEMENTS FOR WHICH A PUBLIC AUTHORITY OR UTILITY COMPANY IS RESPONSIBLE.

SECTION 9. NUISANCES. NO NOXIOUS 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 NEIGHBORHOOD. NO EXTERIOR LIGHTING SHALL BE DIRECTED OUTSIDE THE BOUNDARIES OF A LOT OR OTHER PARCEL, UNLESS AUTHORIZED BY THE DECLARANT.

SECTION 10. TEMPORARY STRUCTURES. NO TEMPORARY STRUCTURE OR ANY OTHER OUT BUILDING SHALL BE ERECTED ON ANY LOT WITHOUT THE APPROVAL OF THE ARCHITECTURAL CONTROLL COMMITTEE AND IN NO EVENT MAY SUCH BUILDING, A TRAILER OR BASEMENT BE USED AS A TEMPORARY RESIDENCE.

SECTION 11. COMMENCEMENT OF CONSTRUCTION. THE OWNER OF ANY LOT WITHIN THE PROPERTIES SHALL BE REQUIRED WITHIN ONE YEAR OF ACCEPTING CONVEYANCE OF SUCH LOT TO COMPLETE THE CONSTRUCTION OF A RESIDENCE AS AUTHORIZED BY EXISTING ZONING LAWS AND DECLARATION OF COVENANTS AND RESTRICTIONS FILED ON RECORD, UNLESS THE TIME IS EXTENDED IN WRITING BY THE DECLARANT.

SECTION 12. EXTERIOR PAINTING. ALL WOOD EXTERIORS, EXCEPT ROOFS, SHALL BE COVERED WITH PAINT OR STAIN. NO BUILDING SHALL BE PERMITTED TO STAND WITH ITS EXTERIOR IN AN UNFINISHED CONDITION FOR LONGER THAN FIVE MONTHS AFTER COMMENCEMENT OF CONSTRUCTION. ANY AREA OF EXPOSED FOUNDATION SHALL BE COVERED WITH THE EXTERIOR WALL MATERIAL OR PAINTED THE SAME COLOR AS THE EXTERIOR WALLS ADJOINING SAID FOUNDATION.

SECTION 13. STORAGE TANKS. NO FUEL STORAGE TANKS SHALL BE ERECTED ABOVE THE GROUND.

SECTION 14. SIGNS. NO SIGNS OF ANY KIND SHALL BE DISPLAYED TO PUBLIC VIEW ON ANY LOT EXCEPT ONE PROFESSIONAL SIGN OF NOT MORE THAN 120 SQUARE INCHES OR A SIGN OF NOT MORE THAN EIGHT FEET SQUARE TO ADVERTISE THE PROPERTY FOR SALE. DECLARANT RESERVES THE RIGHT TO MAINTAIN NOT MORE THAN TWO "BILL BOARD" TYPE SIGNS IN OR ADJACENT TO WESTMORE DOWNS DURING CONSTRUCTION PERIOD.

SECTION 15. 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. NO MORE THAN TWO DOGS OR TWO CATS OR COMBINATION THEREOF MAY BE KEPT ON ANY LOT WITHOUT CONSENT OF THE ARCHITECTURAL CONTROL COMMITTEE.

SECTION 16. GARBAGE AND REFUSE. NO LOT SHALL BE USED OR MAINTAINED AS A DUMPING GROUND FOR RUBBISH, TRASH, GARBAGE OR OTHER WASTE SHALL NOT BE KEPT EXCEPT IN SANITARY CONTAINERS, KEPT IN A CLEAN AND SANITARY CONDITION AND HOUSED AND SCREENED AS SPECIFIED BY THE DECLARANT.

SECTION 17. PARKING OF MOTOR VEHICLES, BOATS, AND TRAILERS. NO TRUCK, BUSES, OR COMMERCIAL VEHICLES, BOATS OR OTHER SIMILAR WATER-BORNE VEHICLES, HOUSE TRAILERS, BOAT TRAILERS, TRAILERS OF EVERY OTHER DESCRIPTION, CAMPERS OR

CAMPING UNITS SHALL BE PERMITTED TO BE PARKED OR TO BE STORED ON ANY LOT, EXCEPT PICK UP TRUCKS, UNLESS THEY ARE PARKED OR STORED IN ANY ENCLOSED GARAGE OR IN SUCH OTHER ENCLOSURE APPROVED BY THE ARCHITECTURAL COMMITTEE, EXCEPT ONLY DURING PERIODS OF APPROVED CONSTRUCTION ON THE LOT. NO AUTOMOTIVE REPAIRS SHALL OCCUR ON ANY OF THE LOTS HEREBY RESTRICTED EXCEPT WHEN PERFORMED INSIDE OF THE GARAGE. THIS PROHIBITION OF PARKING SHALL NOT APPLY TO TEMPORARY PARKING OF TRUCKS AND COMMERCIAL VEHICLES, SUCH AS FOR PICK-UP, DELIVERY, AND OTHER COMMERCIAL SERVICES. NO AUTOMOBILE MAY BE PARKED OVER NIGHT OR STORED UPON ANY STREET ADJOINING ANY LOT WITHIN THE DISTRICT.

SECTION 18. ANTENNAS AND TOWERS. NO ANTENNA OR TOWER SHALL BE ERECTED UPON ANY LOT OR THE EXTERIOR OF ANY RESIDENCE FOR THE PURPOSE OF RADIO OPERATION/AND OR TELEVISION OPERATIONS. THE ARCHITECTURAL CONTROL COMMITTEE SHALL HAVE THE OPTION TO WAIVE THIS RESTRICTION FOR DISC ANTENNAS ON AN INDIVIDUAL LOT BASIS IF THE OWNER HAS OBTAINED THE WRITTEN CONSENT FROM ALL ADJOINING LOT OWNERS AND THE DISC IS NOT READILY VISIBLE FROM THE STREET.

SECTION 19. NEW CONSTRUCTION. ALL RESIDENCES AND OTHER BUILDINGS PERMITTED HEREBY ON RESIDENTIAL LOTS SHALL BE INITIALLY NEW CONSTRUCTION. NO BUILDING SHALL BE MOVED ONTO ANY SUCH LOTS.

SECTION 20. NO COMMERCIAL ACTIVITIES. NO COMMERCIAL ACTIVITY OF ANY KIND SHALL BE CONDUCTED ON ANY LOT, BUT NOTHING HEREIN SHALL PROHIBIT THE CARRYING ON OF PROMOTIONAL ACTIVITIES BY THE DECLARANT.

SECTION 21. CLOTHESLINE. THE USE OF ANY CLOTHESLINE ON THE EXTERIOR OF ANY RESIDENCE OR ON A LOT IS PROHIBITED, EXCEPT FOR REMOVAL OF UMBRELLA TYPES WHICH SHALL BE WITHIN 10 FEET OF THE REAR OF THE HOUSE.

SECTION 22. SODDING. ANY UNIMPROVED PORTION OF A LOT WITHIN 150 FEET OF THE FRONT LINE OF SAID LOT SHALL BE FULLY SODDED. THE UNIMPROVED PORTION OF THE LOT BEYOND 150 FEET SHALL BE EITHER SODDED OR SEEDED AFTER THE COMPLETION OF THE HOUSE.

SECTION 23. FENCING. NO FENCES OF ANY KIND SHALL BE INSTALLED ON ANY LOT WITHOUT THE PRIOR WRITTEN APPROVAL OF THE DECLARANT OR THE ARCHITECTURAL CONTROL COMMITTEE. NO FENCE MAY BE INSTALLED IN FRONT OF THE REAR WALL OF ANY RESIDENCE, AND ON A CORNER LOT THE SIDE YARD FENCE ADJACENT TO THE SIDE STREET MAY NOT BE INSTALLED BEYOND THE SIDE OF THE HOUSE.

SECTION 24. SWIMMING POOLS. NO SWIMMING POOLS MAY BE INSTALLED UPON ANY OF THE LOTS HEREBY RESTRICTED UNLESS APPROVED BY THE ARCHITECTURAL CONTROL COMMITTEE.

SECTION 25. ROOFING. ALL ROOF SHINGLES SHALL BE WEATHERED GRAY COMPOSITION SHINGLES UNLESS THE DEVIATION IS APPROVED BY THE ARCHITECTURAL CONTROL COMMITTEE.

SECTION 26. PLAN APPROVAL. NO BUILDING OR RESIDENCE SHALL BE ERECTED OR ALTERED ON ANY LOT IN THIS SUBDIVISION UNTIL THE BUILDING PLANS HAVE BEEN APPROVED IN WRITING AS TO SIZE AND EXTERNAL DESIGN BY THE ARCHITECTURAL CONTROL COMMITTEE WHICH IS INITIALLY COMPOSED OF THE FOLLOWING THREE MEMBERS:

ROBERT F. DANNEBERG
REED P. BYERS
JIM DENHAM

UPON ANY REQUEST FOR APPROVAL OF THE PARTY REQUESTING SUCH APPROVAL SHALL SUBMIT A FLOOR PLAN INCLUDING SQUARE FOOTAGE AND THE FOUR EXTERIOR ELEVATIONS.

IN THE EVENT OF THE DEATH OR RESIGNATION OF ANY MEMBER SAID COMMITTEE, THE REMAINING MEMBERS SHALL HAVE FULL AUTHORITY TO APPROVE OR DISAPPROVE THE PLANS SUBMITTED, AND TO DESIGNATE A SUCCESSOR.

IN THE EVENT SAID COMMITTEE FAILS TO APPROVE OR DISAPPROVE A REQUEST WITHIN THIRTY (30) DAYS AFTER SAID PLANS HAVE BEEN SUBMITTED TO IT, SUCH APPROVAL WILL NOT BE REQUIRED AND THIS COVENANT WILL BE DEEMED TO HAVE BEEN MET.

THE MEMBERS OF THE ARCHITECTURAL CONTROL COMMITTEE SHALL SERVE WITHOUT PAY AND SHALL HAVE NO LEGAL OR FINANCIAL LIABILITY FOR ANY OF THEIR ACTS, OMISSIONS, OR ERRORS IN JUDGEMENT.

SECTION 27. WEEDS. THE OWNER OF ANY LOT SHALL KEEP WEEDS, GRASS OR BRUSH MOWED TO AN ACCEPTABLE HEIGHT, OR THE ASSOCIATION SHALL HAVE AUTHORITY TO DO SO, AND THE COST THEREOF SHALL BE A LIEN AGAINST THE LOT TO THE SAME EXTENT AS UNPAID DUES.

SECTION 28. PRIORITY. THE BUILDING CODE, THE ZONING ORDINANCE, THE PROPERTY AND MAINTENANCE CODE, AND OTHER APPLICABLE MUNICIPAL AND STATE LAWS ARE NOT PREEMPTED BY THE RECORDING OF THIS DECLARATION, BUT THAT IN THE EVENT OF THE CONFLICT THE MOST RESTRICTIVE PROVISIONS SHALL APPLY.

ARTICLE VII

GENERAL PROVISIONS

SECTION 1. ENFORCEMENT. THE ASSOCIATION OR ANY OWNER, SHALL HAVE THE RIGHT TO ENFORCE, BY ANY PRECEEDING 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 JUDGEMENT 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 DURING THE FIRST TWENTY (20) YEAR PERIOD BY AN INSTRUMENT SIGNED BY NOT LESS THAN EITHER PERCENT (%80) OF THE LOT OWNERS, AND THEREAFTER BY AN INSTRUMENT SIGNED BY NOT LESS THAN SEVENTY PERCENT (%70) OF THE LOT OWNERS. ANY AMENDMENT MUST BE RECORDED.

SECTION 4. ANNEXATION. ADDITIONAL RESIENTIAL AND COMMERCIAL PROPERTY MAY BE SUBJECTED TO THIS DECLARATION EITHER (A) BY INSTRUMENT EXECUTED BY THE DECLARANT, OR (B) BY AN INSTRUMENT SIGNED BY THE OWNER OF SAID LAND TO BE ADDED AND WHICH IS CONSENTED TO BY TWO-THIRDS (2/3) OF THE OWNERS OF LOTS THEN SUBJECT TO THIS DECLARATION.

SECTION 5. TO OBSERVE ALL LAWS. SAID ASSOCIATION SHALL AT ALL TIMES OBSERVE ALL STATE, COUNTY, CITY OR OTHER LAWS, AND IF AT ANY TIME ANY OF THE PROVISIONS OF THIS DECLARATION SHALL BE FOUND TO BE IN CONFLICT THEREWITH THEN SUCH PARTS OF THIS DECLARATION AS ARE IN CONFLICT WITH SUCH LAWS SHALL BECOME NULL AND VOID, BUT NO OTHER PART OF THIS DECLARATION NOT IN CONFLICT THEREWITH SHALL BE AFFECTED THEREBY. THE ASSOCIATION SHALL HAVE THE RIGHT TO MAKE SUCH REASONABLEL RULES AND REGULATIONS, AND PROVIDE SUCH MEANS AND EMPLOY SUCH AGENTS AS WILL ENABLE IT TO ADEQUATELY AND PROPERLY CARRY OUT THE PROVISIONS OF THIS DECLARATION, SUBJECT, HOWEVER, TO THE LIMITATIONS OF ITS RIGHTS TO CONTRACT AS ARE HEREIN PROVIDED FOR.

IN WITNESS WHEREOF, THE DECLARANT HEREIN HAS HEREUNTO SET ITS HAND AND SEAL
THIS 21ST DAY OF AUGUST, 1990.

WESTMORE DOWNS INC. (DECLARANT)