

FIRST AMENDMENT OF DECLARATION OF RESTRICTIONS
(Affecting Lots 1 - 38 inclusive, WATERFIELD NORTH)

WHEREAS, Waterfield North Limited Partnership, a Missouri Limited Partnership, as the Owner of Lots 1 - 38, inclusive, WATERFIELD NORTH, did on the 6th day of July, 1987 execute a DECLARATION OF RESTRICTIONS (herein "Restrictions") containing certain restrictions on the usage, improvement and development of such land, which Restrictions, following their execution, were recorded on August 28, 1987 as Document No. I796390 in Book I1718 at Page 1895 in the office of the Director of Records for Jackson County, Missouri at Independence.

WHEREAS, Waterfield North Associates, a Partnership, is the current Developer as the successor in interest to Waterfield North Limited Partnership, the original Developer of the property covered by the Restrictions, by virtue of a Deed from Waterfield North Limited Partnership to Waterfield North Associates of all Lots then owned by the said Waterfield North Limited Partnership dated December 15, 1989, recorded December 19, 1989, as Document No. I951666 in Book I1981 at Page 385 in the office of the Director of Records for Jackson County, Missouri at Independence.

WHEREAS, the undersigned, constituting all of the current owners of fee simple title to Lots 1 - 38 inclusive, WATERFIELD NORTH, wish to amend the Restrictions in the particular respects set forth herein.

NOW THEREFORE, the undersigned Owners of Lots 1 - 38 inclusive, WATERFIELD NORTH, do amend the Restrictions as follows:

I

Section 19 of the Restrictions is hereby repealed and a new Section 19 is adopted in its place and stead as follows:

Section 19. Duration, Release or Amendment of Restrictions.

A. Each of the restrictions herein set forth shall continue and be binding upon Developer, its successors and assigns and all other Owners of the Lots hereby restricted, and their successors and assigns until November 1, 1998, and shall automatically be continued thereafter for successive periods of twenty-five (25) years each, provided, however, that the Owners of the fee simple title to more than fifty percent (50%) of the front feet of all of the Lots hereby restricted, as shown on the aforesaid plat of Waterfield North, may release all of the land which is hereby restricted from any one or more of the restrictions herein set forth, on November 1, 1998, or at the end of any successive twenty-five (25) year period thereafter, by executing and acknowledging an

appropriate agreement or agreements in writing for such purpose and filing the same for record in the office of the Register of Deeds of Jackson County, Missouri, prior to November 1, 1993, or at least five (5) years prior to the expiration of any successive twenty-five (25) year period after November 1, 1998.

B. These Restrictions may be amended, changed, altered or modified so as to prospectively amend, change, alter or modify the Restrictions contained herein by the Owners of the fee simple title to more than Sixty-Seven percent (67%) of the front feet of all Lots hereby restricted, executing and acknowledging an appropriate instrument in writing agreeing to any such amendment, change, alteration or modification, which instrument is thereafter filed for record in the office of the Director of Records for Jackson County, Missouri at Independence, provided however, that no such amendment, change, alteration or modification shall be effective to amend, change, alter or modify the Restrictions then in effect on any Lots owned by Developer or any Successor Developer who has purchased more than one restricted Lot and is then holding any such Lot or Lots as inventory for resale purposes, unless Developer or such Successor of Developer consents in writing to have its Lots subject to the amendment or amendments contained in the Amendment to such Restrictions.

IN WITNESS WHEREOF, the undersigned parties, constituting all of the Owners of fee simple title to Lots 1 - 38, WATERFIELD NORTH, have executed this instrument on the dates indicated.

09-0774

Lots 1, 7, 8, 11, 12, 13, 14, 15,
16, 18, 22, 23, 32, 33, 37 -

WATERFIELD NORTH ASSOCIATES,
a Partnership,

By BARNARD ASSOCIATES, INC.,
General Partner

9-27-90
Date

By: J. C. Barnard
J. C. Barnard, President

By ADW PROPERTIES, INC.,
General Partner

10-5-90
Date

By: A. D. Watson
A. D. Watson, President

SECOND AMENDMENT OF DECLARATION OF RESTRICTIONS
(Affecting Lots 1-38 inclusive, WATERFIELD NORTH)

WHEREAS, Waterfield North Limited Partnership, a Missouri Limited Partnership, as the Owner of Lots 1-38, inclusive, WATERFIELD NORTH, did on the 6th day of July, 1987 execute a DECLARATION OF RESTRICTIONS (herein "Restrictions") containing certain restrictions of the usage, improvement and development of such land, which Restrictions, following their execution, were recorded on August 28, 1987 as Document No. I796390 in Book I1718 at Page 1895 in the office of the Director of Records for Jackson County, Missouri at Independence.

WHEREAS, Waterfield North Associates, a Partnership, is the current Developer as the successor in interest to Waterfield North Limited Partnership, the original Developer of the property covered by the Restrictions, by virtue of a Deed from Waterfield North Limited Partnership to Waterfield North Associates of all Lots then owned by the said Waterfield North Limited Partnership dated December 15, 1989, recorded December 19, 1989, as Document No. I951666 in Book I1981 at Page 385 in the office of the Director of Records for Jackson County, Missouri at Independence.

WHEREAS, the Restrictions were amended by written instrument executed by all of the then owners of Lots 1-38 Waterfield North by that certain document entitled First Amendment of Declaration of Restrictions (Affecting Lots 1-38 inclusive, WATERFIELD NORTH) which was recorded January 4, 1991 as Document Number I1018802 in Book I2088, Page 1425, in the office of the Director of Records for Jackson County, Missouri, at Independence.

WHEREAS, the First Amendment aforesaid repealed Section 19 of the Restrictions and adopted a replacement Section 19; paragraph B of which provides in substance that the Restrictions may be amended, changed, altered or modified by the Owners of more than sixty-seven percent (67%) of the changed, altered or modified front feet of Lots 1-38, WATERFIELD NORTH, executing and acknowledging a written instrument agreeing to such amendment, change, alteration or modification, which instrument is thereafter recorded provided that for any such amendment, change, alteration or modification to be effective as to Developer owned lots, the Developer must consent in writing to have its lots subject to the amendment.

WHEREAS, the undersigned, constituting current owners of fee simple title to more than sixty-seven percent (67%) of the front feet of lots 1-38 inclusive, WATERFIELD NORTH, including Waterfield

North Associates have agreed to amend, change and modify the Restrictions in the particular respects set forth herein.

NOW THEREFORE, the undersigned as owners of those certain lots as indicated opposite each owner's signature affixed hereto, located within Lots 1-38, WATERFIELD NORTH, including the Developer as to the Developer's Lots as indicated, do hereby consent and agree to amend the Restrictions as follows:

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Section 5 entitled "Required Size of Residences", is hereby amended and modified by deleting the last full sentence thereof which reads as follows:

Del. 7/25/11
"Developer shall have and hereby reserves the right to reduce the floor area requirements set forth above, provided the total reduction for any one residence may not exceed 20 percent of the minimum floor area requirement for such residence."

from the further force and effect of the Restrictions.

II

Section 13 entitled "Livestock and Poultry Prohibited" is hereby repealed in its entirety and a new Section 13 is hereby adopted to read as follows:

"Section 13. Animals Prohibited. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lots except that dogs, cats or other household pets not to exceed two (2) in number may be kept, provide they are not kept, bred or maintained for any commercial purpose. In no event shall such animals be kept on any Lot if they unreasonably disturb the Owner or residents of any other Lots. All animals shall be confined on the Owner's Lot and for the mutual benefit of all the Owners, no animal shall be allowed or permitted on the Common Area, except when on a leash or when in direct and constant control of the Owner thereof or a member of his family. The construction, placement or erection of any structure, enclosure, cage, dog pen, dog run, or other device used to confine or house dogs, cats or other household pets is expressly made subject to the terms and conditions of Section 18 hereof."

III

Section 18A entitled "Perimeter Fencing" is hereby repealed in its entirety and a new Section 18A is hereby adopted to read as follows:

"Section 18A. Perimeter Fencing. No perimeter fencing of the rear lot line of any Lot bordering Roanoke Road shall be constructed, installed and/or approved unless the same consists of Gothic posts with wooden pickets or wooden privacy fencing, five (5) feet in height and installed parallel with the rear property line of such lot so as to adjoin and be even with any existing perimeter fencing running along Roanoke."

IV

The following additional restrictions are hereby adopted and added to the Restrictions as Sections 21, 22, and 23 respectively:

"Section 21. Aboveground Pools Prohibited. No above ground swimming pools shall be erected, installed, constructed and/or maintained by an Owner on any Lot, other than an entirely portable and movable wading pool.

Section 22. Uncompleted Structures. No building shall be permitted to stand with its exterior in an unfinished condition for longer than five (5) months after commencement of construction. In the event of fire, windstorm, or other damage, no building shall be permitted to remain in a damaged condition longer than three (3) months. No building shall be occupied until the exterior shall have been completed.

Section 23. Commercial Activity Prohibited. 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 Developer for the sale of new construction by the Developer or other builders."

IN WITNESS WHEREOF, the undersigned parties, constituting Owners of fee simple title to more than sixty-seven percent (67%) of the front feet of Lots 1-38, WATERFIELD NORTH, including the Developer who consents and agrees to the application and effect of the foregoing amendments to the Lots now owned by the Developer have executed this instrument on the dates indicated.