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**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF NORTH SHORE AT RAINTREE LAKE**

THIS DECLARATION ("Declaration") is made as of the 26th day of May, 2005 by North Shore Properties, Inc., a Missouri corporation (the "Declarant," also known for recording purposes as "Grantor").

RECITALS

1. Declarant is the owner of the following property in Lee's Summit, Jackson County and Cass County, Missouri, more fully described and identified as the "North Shore at Raintree Lake" property.

All that part of the Southeast Quarter of Section 31, Township 47, Range 31, in Lee's Summit, Jackson County, Missouri, and all that part of the Northeast Quarter of Section 6 and the Northwest Quarter of Section 5, both in Township 46, Range 31, in Lee's Summit, Cass County, Missouri, described as follows:

Beginning at the point of intersection of the West right-of-way line of Raintree Parkway as defined and described in Document I-450994, recorded in Book I-1067 at Page 368, filed at the office of the Jackson County Recorder with the Southerly right-of-way line of Raintree Drive as platted with the final plat of Raintree Lake, lots 454 thru 526, a subdivision in Lee's Summit, Cass and Jackson Counties, Missouri; thence South 1 degree 42 minutes 15 seconds East, this and the following three courses being along the West right-of-way line of Raintree Parkway, a distance of 146.41 feet to a point of curve; thence along a curve to the right, tangent to the preceding course, having a radius of 1958.52 feet, an arc distance of 197.63 feet to a point on the South line of said Section 31, North 87 degrees 38 minutes 52 seconds West along said South line a distance of 121.32 feet from the Southeast Corner of said Section 31; thence along the West right-of-way line of Raintree Parkway as described in Document 58181, recorded in Book 646, at page 358, filed at the office of the Cass County Recorder, along a curve to the right, tangent to the preceding course, having a radius of 1958.52 feet, an

arc distance of 195.01 feet to a point of tangency; thence South 9 degrees 46 minutes 57 seconds West a distance of 338.84 feet to a point on the Northerly line of Exception Tract 4 as shown on a prior survey by E. Dan Weiskirch, LS-1439, dated 11-10-80, last revised 6-26-91; thence North 80 degrees 13 minutes 03 seconds West along said North line a distance of 320.00 feet; thence continuing along said North line North 83 degrees 47 minutes 49 seconds West a distance of 284.16 feet to a point of curve; thence continuing along said North line along a curve to the right, tangent to the preceding course, having a radius of 400.00 feet, an arc distance of 628.32 feet to a point of tangency; thence North 6 degrees 12 minutes 11 seconds East along the Easterly line of said Tract 4 a distance of 295.00 feet; thence continuing along said Easterly line North 34 degrees 33 minutes 57 seconds East a distance of 130.81 feet to a point on the Easterly line of the Reserved Area Tract A of Raintree Lake, Lots 454 thru 526; thence North 63 degrees 15 minutes 57 seconds East (S 60 degrees 52 minutes W platted) along said Easterly line a distance of 197.10 feet; thence continuing along said Easterly line North 40 degrees 49 minutes 57 seconds East a distance of 122.08 feet (S 38 degrees 26 minutes W 122.07 feet platted) to a point on the Southerly right-of-way line of Raintree Drive; thence Southeasterly along a curve to the left, this and the following three courses being along said Southerly right-of-way line, having an initial tangent bearing of South 49 degrees 09 minutes 56 seconds East, a radius of 1644.42 feet, an arc distance of 101.93 feet to a point of compound curve; thence along a curve to the left, tangent to the preceding course, having a radius of 780.78 feet, an arc distance of 421.99 feet to a point of tangency; thence South 83 degrees 41 minutes 03 seconds East a distance of 112.00 feet to a point of curve; thence along a curve to the left, tangent to the preceding course, having a radius of 884.78 feet, an arc distance of 93.84 feet to the Point of Beginning. Containing 19.84 acres, more or less.

This Property is platted as North Shore at Raintree Lake, Lots 1 through 50 and Tracts A through F, Lee's Summit, Jackson and Cass Counties, Missouri, as per recorded plat thereof.

2. North Shore at Raintree Lake is already subject to that certain instrument entitled Declaration of Covenants, Conditions and Restrictions for Raintree Lake Development Corporation, and any amendments thereto, dated the 24th day of September, 1973 and recorded on October 29, 1973 in Book I-478 at Page 989 in the office of the Recorder of Deeds for Jackson County, Missouri, and on October 25, 1973 in Book 597 at Page 87 in the office of the Recorder of Deeds for Cass County, Missouri (the "Master Declaration").
3. Declarant desires to establish North Shore at Raintree Lake as an area within Raintree Lake Subdivision subject to the additional covenants and conditions of this Declaration in order to provide for the preservation and enhancement of the property values within the North Shore at Raintree Lake, and to property owners within the North Shore at Raintree Lake the amenities and opportunities of a planned community.
4. Declarant deems it desirable for the preservation of the environment, value, and amenities of the North Shore at Raintree Lake to maintain and administer the community Properties and

administer and enforce the covenants and restrictions, collecting and disbursing the assessments and charges herein provided, and promoting the safety and welfare of the residents.

NOW THEREFORE, the parties agree as follows:

SECTION 1 - DEFINITIONS

The Declarant hereby adopts the definitions contained within the Master Declaration, except those which are addressed fully and completely herein. In the event there is a disparity between a definition or section in the Master Declaration and this Declaration, the definition within this Declaration shall control with specific respect to the covenants, conditions, and restrictions of this Declaration.

- A. **Association.** There shall be in existence the "North Shore Property Owners Association" ("Association"). The Association shall have such rights, duties, and responsibilities as herein described.
- B. **Common Area.** There shall exist certain real property, referred to as "Common Area," for the common use and enjoyment of all Members of the Association. Such Common Area shall be referred to as Tracts A, B, C, D, E, and F on the Final Plat for North Shore at Raintree Lake. Common Area shall also mean those areas of land, designated on the Plat as "reserved tracts," intended to be owned by the North Shore Property Owners Association, or its successors, and devoted to the common use and enjoyment of the owners of the Lots including, but not limited to the lake at Raintree Lake Subdivision (the "Lake") and the streets (the "Streets") designated on the Plat.
- C. **Lot.** For purposes of this Declaration, the term "Lot" shall mean any parcel or tract of real property designated as a lot, parcel, or tract on any recorded plat of North Shore at Raintree Lake or any additions thereto, with the exception of Common Area.
- D. **Owner or Owners.** For purposes of this Declaration, the term "Owner" or "Owners" shall refer to the record owner or owners in fee simple to any Lot or Lots. Except as specifically set forth herein, if more than one person, or other legal entity or any combination thereof, holds the record title to any Lot, all of them shall be deemed a single record owner and shall be a single member of the Association by virtue of their ownership of the Lot. The terms "Owner" or "Owners" shall not mean any contract purchaser, nor shall it include any mortgagee, the holder of any Deed of Trust or other person or legal entity holding an interest in a Lot as security for the performance of an obligation.

SECTION 2 - PROPERTY SUBJECT TO DECLARATION

The Declarant hereby declares that the North Shore at Raintree Lake property shall hereinafter continue to be construed to be part of Raintree Lake Subdivision but shall be subject to the aforementioned referenced Master Declaration and further to be held, sold and conveyed subject to the covenants, conditions and restrictions set forth in this Declaration.

SECTION 3 – TERM

The covenants and restrictions of this Declaration shall run with and bind the Property, for a term of twenty (20) years from the date of execution of this Declaration, after which time they shall be automatically extended for successive periods of ten (10) years unless, prior to the expiration of the then current term, a written instrument shall be executed by the then Owners of seventy percent (70%) of the eligible votes stating that this Declaration shall expire at the end of the then current term.

SECTION 4 – MEMBERSHIP

Every person or entity that is a record owner of a fee or undivided fee interest in any Lot or of land which is subject to this Declaration shall be a “Member” of the North Shore Property Owners Association (herein the “Association”) and shall be subject to assessment by the Association as described herein.

- A. **Membership Classes.** From the date of filing of this document and until December 31, 2015 there shall be two classes of “Members” with respect to the Association:
- (1) **“Class A Members”** shall be all of the Owners of the Lots, except for the Declarant during any period of time in which Declarant would be considered as a Class B Member hereunder. Each Class A Member shall be entitled to one vote per Lot, for each Lot owned by it, in all proceedings in which action shall be taken by Members of the Association.
 - (2) **“Class B Members”** shall be the Declarant, their successors and / or assigns. The Class B Member shall be entitled to twenty five votes per Lot for each Lot owned by it, in all proceedings in which action shall be taken by members of the Association. The Class B membership in the Association shall cease and be converted to Class A Membership in the Association on January 1, 2016.
- B. **Appurtenance of Membership.** Except with respect to the rights of the Declarant as specifically stated herein, Membership in the Association shall be appurtenant to, and may not be separated from, ownership of a Lot. Upon the transfer of a Lot, the membership in the Association and all rights of the transferor Owner with respect to the Common Area and any facilities thereon to which ownership of such Lot relates shall automatically transfer to the transferee of such Lot.
- C. **Owners’ Addresses for Notices.** If the Owner or Owners of a Lot have notified the Association by registered or certified mail (return receipt requested) of the address to which notices are to be given, any notice or other document required or permitted to be given by the Association to such Owner shall be delivered, or shall be mailed by first class mail to the address so specified by such Owner. Otherwise, any such notice or other document may be delivered or mailed to the address of the Lot shown in the Association’s records as being owned by such Owner and same shall be deemed the last known address of the applicable Owner. Any notice or other written instrument given by the Association in accordance with the foregoing will be deemed to have been given on the date that it is delivered or mailed.

SECTION 5 - ASSESSMENTS

The Declarant, for each Lot and all other land owned within the North Shore at Raintree Lake, hereby covenants, and each Owner, by acceptance of a deed for any land within the North Shore at Raintree

Lake, personally agrees to pay to the Association the assessments set forth below for maintenance and capital improvements.

- A. **Annual Assessment.** The annual assessment shall be used exclusively for the purpose of promoting recreation, health, safety, and welfare of the residents of North Shore at Raintree Lake, and for such maintenance, improvements, and services related to the use and enjoyment of the Common Area.
- (1) The initial annually levied assessment shall be Two Hundred and No/100 Dollars (\$200.00). All annual assessment will be billed on a quarterly basis in equal installments to be due on March 31, June 30, September 30, and December 31 of each year.
 - (a) Prior to December 15th of each calendar year starting with the year 2005, the North Shore Board shall adopt a budget for expenses expected to be incurred by the Association for the next calendar year. Simultaneously, the North Shore Board shall determine the level of assessment that will be necessary to cover the budgeted expenses and to make any approved additions to reserves. On or before January 1 of each assessed calendar year after 2005, the North Shore Board shall notify each Owner of the amount to be assessed for such year against each Lot.
 - (b) For a term of twenty (20) years from the filing date of this Declaration the annual levied assessment shall not be less than Two Hundred and No/100 Dollars.
 - (c) For a term of twenty (20) years from the filing date of this Declaration the annual levied assessment shall not be more than the annual levied assessment for Class A Members of the Raintree Lake Property Owners Association.
 - (2) The annual assessment provided for herein shall commence on date of closing wherein title to any lot or land is passed from the Declarant to the Owner. The annual assessment for the first year shall be pro-rated to the number of days in a year, and the billing for the first quarter shall be adjusted accordingly.
- B. **Special Assessment.** Special Assessments may be levied, in uniformity for all Lots, for the purpose of defraying, in whole or in part, the cost of any capital improvement, construction, reconstruction, repair, or replacement upon the Common Area or for purposes of defraying unanticipated shortfalls in the revenues of the Association.
- C. **Nonpayment of Assessments.** Any assessment not paid when due shall be deemed delinquent and shall be subject to a late charge of twenty-five dollars (\$25.00). Such delinquent assessments not paid within 30 days after the due date shall bear interest from the date due at the higher of (1) 12% per annum, or (2) five percentage points per annum above the publically announced prime rate of interest as shown in the nationally distributed Wall Street Journal. Such interest shall be charged against such delinquent assessment until paid in full. The total amount due hereunder shall become a lien on the Owner's Lot. If the Association must take any legal action for the amounts due hereunder, it shall be entitled to interest, costs, and its reasonable attorney's fees, which such amounts shall be added to the amount of the assessment, all of which shall be considered to be due from the Owner. In the case of a Lot owned by two or more persons, each such person shall be jointly and severally liable for the assessments and other charges due hereunder. In addition to the foregoing, the North Shore Board may suspend the voting rights of

any Owner in the Association or on the North Shore Board until such time as all delinquent amounts are paid.

D. **Exempt Property.** The following property shall be exempt from any and all assessments created herein:

- (1) All Common Area as designated on the Final Plat which are owned by the Declarant or the Association.
- (2) Any and all property owned by Class B Members, its successors and / or assigns.

E. **Liens for Assessments.** Each assessment levied by the Association against a Lot, together with any late fees, interest, and collection costs that may relate to such assessment, shall automatically be secured by a continuing assessment lien on such Lot. Each default shall constitute a separate basis for a demand or claim of lien or a lien, but any number of defaults may be included with a single demand or claim or lien. Any such assessment lien shall be subject to, and may be enforced in accordance with, the provisions of this section.

- (1) Any such assessment lien shall be senior and superior in priority to all other liens and encumbrances affecting such Lot except sums secured by a first mortgage that was recorded prior to the recording.
- (2) If such delinquency is not paid within ten (10) days after delivery of such demand, the North Shore Board may elect to file claim of lien against the Lot of the defaulting Owner. The claim of lien shall be executed and acknowledged on behalf of the North Shore Board and shall contain the following information: (a) The name of the delinquent Owner; (b) The legal description or street address of the Lot against which claim of lien is made; (c) The total amount claimed to then be due and owing for the amount of the delinquency, interest thereon, and collection costs, and attorneys' fees previously incurred; (d) That the claim of lien is made by the Association pursuant to this Declaration; and (e) That a lien is claimed against said Lot in the amount stated. Upon recordation of a duly executed original or copy of such a claim of lien, and mailing a copy of said to Owner, the lien claimed thereon shall immediately attach and become effective in favor of the Association as a lien upon the Lot against which such Assessment was levied. Such a lien shall have priority over all liens or claims created subsequent to the recordation of the claim on any Lot in addition to the priority otherwise granted at law or under this Declaration, and assessment on any Lot in favor of any municipal or other governmental assessing unit. Any such lien may be foreclosed by the appropriate action in court or in the manner provided by Law for the foreclosure of a trust deed, with a power of sale, as set forth by the laws of the State of Missouri, as the same may be changed or amended. The lien provided for herein shall be in favor of the North Shore Board for the benefit of the Association. Sale or transfer of any Lot shall not affect the assessment lien.

F. **Nonuse of No Effect.** No Owner may waive or otherwise escape liability for the assessments provided for in this Declaration by nonuse of the Common Areas or abandonment of his Lot.

G. **Amendment.** Section 5 of this Declaration may not be amended by the Declarant, the Board, or the Owners until twenty (20) years from the filing date of this Declaration.

SECTION 7 – USE RESTRICTIONS FOR RESIDENTIAL LOTS

All Lots shall be used for only for private residential purposes or additional Common Area, and no apartment, or other similar type dwelling, shall be constructed or erected.

- A. **Minimum Size Requirements.** Any residence consisting of a single level above ground level shall contain a minimum of 1800 square feet of enclosed floor area. If, however, a single level residence shall contain a basement garage, the minimum enclosed floor area shall be 2000 square feet. Any residence consisting of two levels above ground level shall contain a minimum of 1200 square feet of enclosed floor on the first level above ground level and an overall minimum of 2000 square feet of enclosed floor area in the two levels above ground level. Any residence consisting of a level or part of a level below ground level with a garage beneath a part of the living area, sometimes referred to as a “split-level” or “split-foyer,” shall have a minimum of 1800 square feet of total enclosed floor area on the level above ground level and above the garage. It shall have an additional 250 square feet of enclosed area either above or below the principal living area, for a total minimum enclosed area of 2050 square feet. The words “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, carports, porches or attics.
- (1) A residence containing less than the minimum enclosed floor area provided for herein may be erected on any said lots with the written consent of both the North Shore at Raintree Lake Architectural Review Committee and the Raintree Lake Property Architectural Review Committee.
 - (2) No prefabricated, modular, mobile, earth contact, log home, or A-frame Structures shall be allowed on any Lot.
- B. **Garages.** Each residence shall have an attached or basement private garage for not less than two cars nor more than three cars. The driveway of 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 elevation of the house fronting the street.
- C. **Fencing.** No fences shall be allowed except for wrought iron or ornamental welded steel fencing. The fencing shall be similar to whichever is used around the perimeter of the North Shore at Raintree Lake Property and then only after its height, length, type, design, composition, material and location shall have first been approved by the Architectural Review Committee. Upon application to and approval of the Architectural Review Committee, similar fencing materials may be used.
- D. **Yards.** The front yard of each Lot shall be kept only as a lawn, which may include trees, flowers and shrubs. No trees or shrubs shall be located on any Lot which block the view of operators of motor vehicles so as to create a traffic hazard.
- (1) **Trees.** Owners are required to plant two (2) trees in the front yard within 180 days of receipt of the Owners’ Certificate of Occupancy.
- E. **Signs.** No signs of any type may be placed or erected on residential property unless the placement, character, form, size, lighting and time of placement of such sign be first approved by

