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Title of Document: Declaration of Covenants and Restrictions of Montebella

Date of Document: May 30, 2008

Grantor: North River Holdings, L.L.C.

Grantors Address: 6014 N. Highway 9, Suite A
Parkville, MO 64152

Grantee: To The Public

Full Legal Description: See Page 2

These Covenants and Restrictions are Amended and Restated. These are to take the place of the Covenants and Restrictions Recorded March 4, 2008, Document # 20083098, Book 1118, Page 816.

OLD REPUBLIC TITLE
COMPANY OF KANSAS CITY, INC.
6014 N. HIGHWAY 9, SUITE C
PARKVILLE, MO 64152

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COMPANY OF KANSAS CITY, INC.
6014 N. HIGHWAY 9, SUITE C
PARKVILLE, MO 64152

**DECLARATION OF CONVENANTS
AND RESTRICTIONS
OF MONTEBELLA**

THIS DECLARATION, made this 30 day of May, 2008, by North River Holdings, L.L.C., a Missouri Limited Liability Company, hereinafter-called Developer.

RECITALS

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

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

**ARTICLE I
Definitions**

The following words when used in the Declaration shall have the following meanings:

- (a) "Association" shall mean Montebella Homes Association, Inc., a Missouri not-for-profit corporation, and its successors and assigns.
- (b) "Common Areas" shall mean any and all areas within the Properties set aside for the common usage and enjoyments of the Owners, as described on any plat as greenway, common area, common property or similar term, and including any and all lakes within the Properties.
- (c) "Developer" shall mean North River Holdings, L.L.C., a Missouri Limited Liability Company, and its successors or assigns.
- (d) "Improved Lots" shall mean Lots on which a single-family residence has been erected; all or part of which has been either sold, leased, or rented for occupancy purposes.

- (e) "Lot" shall mean and refer to any numbered plot of land shown upon any recorded subdivision map of the Properties.
- (f) "Properties" shall mean and refer to all such existing properties subject to this Declaration, as set forth in Article II, and any additional property made subject to this Declaration in accordance with Section 6 of Article VIII hereof.
- (g) "Owner" shall mean 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 the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure. An Owner with respect to a Lot shall include the builder who has erected a single-family residence on the Lot, if that builder is occupying or leasing the residence.
- (h) "Unimproved Lots" shall mean all lots which are not Improved Lots.
- (i) "Household Pets" shall mean animals traditionally owned as pets and shall include dogs, cats, birds, fish, hamsters, and gerbils.

ARTICLE II
Property Subject to this Declaration

The real property which is, and shall be, held, conveyed, transferred, and sold subject to the conditions, restrictions, covenants, reservations, and easements set forth in this Declaration is located in the City of Riverside, Platte County, Missouri, and is more particularly described as follows, to-wit:

All that part of the Northwest Quarter and that part of the Southwest Quarter of Section 5, Township 50 North, Range 33 West, Platte County, Missouri, more particularly described as follows:

Commencing at an iron pipe at the southwest corner of the Northwest Quarter of said Section 5; thence North 00 degrees 21 minutes 59 seconds East, along the west line of the said Northwest Quarter, 689.30 feet to a 1/2 inch rebar on the northerly right of way of Missouri State Highway Route 9 and the POINT OF BEGINNING of the tract of land herein and hereby described; thence continue North 00 degrees 21 minutes 59 seconds East, along the west line of the said Northwest Quarter, 1892, 11 feet to a 3 inch aluminum monument at the northwest corner of the Northwest Quarter of said Section 5; thence South 89 degrees 01 minutes 09 seconds East, along the north line of the said Northwest Quarter, 2615.07 feet to the northeast corner of the Northwest Quarter of said Section 5; thence South 00 degrees 20 minutes 51 seconds West, along the east line of the said Northwest Quarter, 2626.27 feet to a 1/2 inch rebar at the southeast corner of the

Northwest Quarter of said Section 5; thence South 00 degrees 21 minutes 08 seconds West, along the east line of the said Southwest Quarter, 128.89 feet to the northerly right of way line of Missouri State Highway Route 9; thence along the said northerly right of way line on the following courses and distances; North 57 degrees 03 minutes 17 seconds West, 627.08 feet to a 1/2 inch rebar; North 69 degrees 37 minutes 59 seconds West, 289.80 feet to a 1/2 inch rebar; North 74 degrees 19 minutes 48 seconds West, 445.37 feet to a 1/2 inch rebar; North 73 degrees 52 minutes 59 seconds West, 1085.20 feet to a 1/2 inch rebar and North 82 degrees 34 minutes 55 seconds West, 343.65 feet to the POINT OF BEGINNING. Containing 133.27 acres more or less.

(All of the real estate described above shall be platted as Montebella.)

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 building site thereof; to protect the owners of the building sites against such improper use of surrounding building sites as will depreciate the value of their property; to preserve, so far as practicable, the natural beauty of said property; 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 property; to encourage and secure the erection of attractive homes thereon, with appropriate locations thereof on building sites; to secure and maintain property set-backs from streets, and adequate free spaces between structures; and in general to provide adequately for a high quality subdivision and thereby to enhance the values of investments made by purchasers of building sites therein.

ARTICLE IV Membership and Voting Rights

Section 1. **Membership.** Every owner of an Improved Lot and the Developer shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

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

Class A. Class A members shall be all Owners of Improved Lots, and shall be entitled to one (1) vote for each Improved Lot owned by that member. When more than one person holds an interest in any Improved Lot, all such persons shall be members,

however, for purposes of a quorum, they shall be treated as a single member. The vote for such Improved Lot shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respect to any Improved Lot. Provided, however, there shall be no vote for any Improved Lot for which any then current or prior assessment has not been paid.

Class B. The Class B member shall be the Developer who shall be entitled to twenty-five (25) votes for each Lot owned.

ARTICLE V Covenant for Maintenance and Assessments

Section 1. Creation of the Lien and Personal Obligations of Assessments.

The Developer, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot, 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) an initiation fee; (2) annual assessments or charges; and (3) special assessments or charges for capital improvements and maintenance of common facilities. The initiation fee; the annual assessments; and any 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 property against which each such fee or assessments is made as soon as they are due and payable. Each such fee or 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 property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successor 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 of the Properties, including but not limited to, the acquisition of capital improvements, the expense incurred for use of the Amenities, and for the improvement and maintenance of Common Areas and all common facilities within the Properties, including entrance markers, landscaping, sidewalks, and any other improvements situated upon the Properties. This assessment shall also be for the purpose of maintaining mailboxes. Levied assessments may also be used for the enforcement of the covenants and restrictions, and bylaws.

Section 3. Initiation Fee. The initiation fee for each Improved Lot shall be not less than \$395.00. This fee shall include the cost of a waste container to be provided by the Association and a mail box to be provided and installed by the Association. Said mailbox and waste container shall remain the property of the Association. This fee shall only be assessed against an Improved Lot once, and shall be assessed against the first Owner of each Improved Lot once, and shall be assessed against the first Owner of each Improved Lot who is using the property as a residence.

Section 4. Annual Assessment. Beginning January 1, 2008, the annual assessment for improved Lots shall be \$595.00. Beginning January 1, 2009, the annual assessment for Improved Lots shall not be less than \$595.00 per year, payable in advance.

From and after January 1, 2008, and for ten (10) years thereafter until January 1, 2018, assessments for Improved Lots may be increased, effective January 1 of each year, by the Board of Directors of the Association without a vote of the membership to annual dues of not more than \$1,000.00 per Improved Lot. Notwithstanding the foregoing, if it should be determined by the Board of Directors of the Association that such maximum assessment amount is insufficient to adequately maintain the Properties and to enable the Association to fulfill its duties and purposes as set forth herein, the annual assessment may be increased above the \$1,000.00 limitation, but only with the approval of two-thirds (2/3rds) of the voting rights of the total membership of the Association, voting in person or by proxy, at a meeting duly called for such purposes, written notice of which shall be sent to all members not less than 5 days nor more than 40 days in advance of the meeting setting forth the purpose of the meeting. After said 10-year period, the assessment may be increased to more than \$1,000.00 provided that any such change shall have the assent of fifty-one percent (51%) 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 5 days nor more than 40 days in advance of the meeting setting forth the purpose of the meeting.

The Association shall provide for the periodic maintenance of any dam, lake or channel of any body of water located within the Common Areas and may, if necessary, levy Special Assessments for such purpose. In the event the City of Riverside, Missouri shall reasonably determine, based upon substantial evidence, that the Association has failed to properly maintain any such dam, lake, or channel so that it threatens to cause or causes damage to any public improvement, a Special Assessment may be imposed to alleviate same which shall be an exception to member approval. Such Special Assessments may be levied by the Board of Directors of the Association without a vote of the members of the Association. This provision shall permanently remain in the Declaration.

Section 5. Special Assessments. In addition to the annual assessments authorized above, the Board of Directors of the Association may levy in any year, a special assessment, applicable for that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of any capital improvement devoted to common usage located on any of the Properties, including fixtures and personal property related thereto, provided that such assessment shall first be approved by a vote of not less than two-thirds (2/3rds) of the voting rights of the total members of the Association, voting in person or by proxy at a meeting called for such purpose.

Section 6. Date of Commencement of Annual Assessments -- Due Dates. The annual assessment provided herein shall commence as to all Lots on the first day of the

month following the conveyance of the first Lot. The first annual assessment for each Lot shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of any change in the annual assessment against each Lot at least thirty (30) days in advance of each subsequent annual assessment period after the initial assessment. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 7. Effect of Non-Payment of Assessments -- Remedies of the Association. Any annual or special assessment not paid within thirty (30) days after the due date, shall bear interest from the due date at the then legal rate from the assessment date until paid. 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 assessments provided for herein by 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 of any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which become 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.

Section 9. Exempt Property and Fractional Assessment. Notwithstanding anything else contained herein, the following property shall be exempt from the assessment charge and lien created herein:

- (1) All properties where the entire property is subject to any easement or other interest dedicated and accepted by the local public authority and devoted to public use;
- (2) All properties exempt from taxation by the laws of the State of Missouri upon the terms and to the extent of such legal exemption; and
- (3) All Unimproved Lots.

Section 10. Notices. A written or printed notice deposited in the United States mail with postage prepaid thereon, addressed to the Owner at the last address listed with the Association, shall be deemed to be sufficient notice for all purposes whenever notices are required under this document.

**ARTICLE VI
General Land Use**

The Lots shall be used for single family residences only and shall be subject to all of the covenants and conditions herein contained.

**ARTICLE VII
Use Restrictions**

All of the Lots and all additional lands which shall be subjected to this Declaration 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 private residence purposes (except for model homes used by the Developer or builders) 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.

Section 2. Height Limitation. Any residence erected on any of said Lots shall not be more than three (3) levels in height, above ground.

Section 3. Minimum Size Requirements. Any one story, or split level residence shall contain a minimum of 1,300 square feet of finished living area exclusive of garages, breezeways, basements, and similar portions or such residences. Any residence consisting of two (2) levels above ground level shall contain a minimum of 600 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 1,500 square feet of enclosed floor area, exclusive of garages, breezeways, and similar portions of such residences. Developer reserves the right to require greater square footage 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 lines as shown on the recorded plat, without the written consent of Developer.

Section 5. Uncompleted Structures. No structure shall be permitted to stand with its exterior in an unfinished condition for longer than twelve (12) months after commencement of construction.

Section 6. Garages. Each residence shall have an attached or basement private garage for not less than two 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 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.

Section 8. 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, 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 the flow of water through 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 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 this neighborhood. No exterior lighting shall be directed outside the boundaries of a Lot or other parcel, unless authorized by the Developer.

Section 10. Temporary Structures. No temporary structures or any other outbuilding shall be erected on any Lot without the approval of the Architectural Control 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 a conveyance of such Lot to complete the construction of a residence as authorized by existing zoning laws and declarations of covenants and restrictions filed of record, unless the time is extended by the Developer.

Section 12. Exterior Painting. All wood exteriors, except roofs, shall be covered with paint or stain. 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. The exterior colors of all structures are subject to approval by the Architectural Control Committee.

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 the public view on any Lot except one professional sign of not more than 600 square inches to advertise the property for sale. Developer reserves the right to maintain "billboard" type signs and/or banners in or adjacent to the Properties during the construction period.

Section 15. Animals and Livestock. No livestock or poultry of any kind shall be raised, bred, or kept on any Lot, except customary Household Pets. The possession of animals not within the definition of Household Pets, as set forth herein, shall be allowed only after written approval from the Developer.

The total number of Household Pets per Lot shall not exceed four (4) and shall not be in violation of any applicable ordinance or law. Each owner shall have the responsibility to immediately clean up the waste produced by his or her pet, and all pets shall be properly leashed, caged, or controlled in whatever manner is most practical, whether it is located upon or off a Lot, and shall be subject to all applicable local ordinances existing at the time.

The keeping of a dog or other pet on the Properties is not a right of an owner, but is a conditional license from the Developer. This conditional license is subject to termination at any time by the Developer upon finding that a dog, cat, or other pet is vicious, annoying to other residents or has in any way become a nuisance. The owner of a pet assumes liability for damage to persons or property caused by the pet or resulting from its presence on the properties. A dog must be kept on a leash or inside a secure fence at all times when outside.

Section 16. Garbage and Refuse. No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. No rubbish, trash, garbage or other waste shall be kept on any Lot, except that on the morning of a scheduled trash pick-up, rubbish and trash shall be set out for pick-up in the waste container provided by the Association, only after 4 a.m. of the day of the pick-up.

Section 17. Parking of Motor Vehicle. No trucks or commercial vehicles, boats, or similar water-borne vehicles, house trailers, boat trailers, trailers of every other description, campers or camping units shall be permitted to be customarily or habitually parked, kept, or stored on any Lot or on the streets or alleys around any of the buildings within the Properties unless they are parked or stored in an enclosed garage or in such other enclosure approved by the Architectural Control 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 or commercial vehicles, such as for pick-up, delivery, and other commercial services. No automobile may be habitually parked overnight or stored upon any street adjoining any Lot.

Section 18. Antennas and Towers. No antenna or tower shall be erected upon any Lot or on the exterior of any residence for the purpose of radio operation and/or television operation. The Architectural Control Committee shall have the option to waive this restriction for disk antennas on an individual basis.

Section 19. Utilities. Water, gas, lights, telephone, and other utilities shall be located underground on each residential Lot.

Section 20. New Construction. 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.

Section 21. No Commercial Activities. No commercial activity of any kind shall be conducted on any Lot except those activities that do not interfere with the normal residential use of a Lot as previously approved in writing by the Developer. Nothing herein shall prohibit the carrying on of promotional activities by the Developer.

Section 22. Clothesline. The use of any clothesline on the exterior of any residence or on a Lot is prohibited.

Section 23. Sodding. Any unimproved portion of a Lot within 80 feet of the front line of said Lot shall be fully sodded.

Section 24. Additional Structures. No fences, walls, patios, decks, or other structures of any kind shall be commenced, placed, or installed on any Lot, nor shall any exterior addition to or change or alteration therein be made without the prior written approval of the Developer or the Architectural Control Committee. No chain link fences are allowed. Anything in this Declaration of Restrictions to the contrary notwithstanding, the Developer, its successors, and assigns, shall have and do hereby reserve the right to determine the location of all buildings upon the respective Lot or Lots and the relation of the top of the foundation thereof to the street level.

Section 25. Swimming Pools. Hot Tubs. No above-ground swimming pools may be installed upon any Lot. No in-ground swimming pools, hot tubs, or similar structures may be installed on any Lot without the written approval from the Architectural Control Committee. Owners shall be solely responsible for ensuring that the structures described herein comply with any and all applicable city, county, state or federal codes, rules or restrictions.

Section 26. Roofing. All roof shingles shall be Certaineed Presidential Brand composition shingles of Autumn Blend color unless otherwise approved by the Architectural Control Committee.

Section 27. Lakes. No boats or water-borne vehicles of any kind shall be permitted on any lake or body of water located within the Properties without the written approval of the Developer. Fishing shall be permitted by Owners and their guests only in accordance with and subject to any rules, regulations and restrictions established from time to time by the Developer. There shall be no swimming, hunting or skating on any lake or other body of water.

Section 28. Plan Approval. No building shall be erected or altered on any building plat in this subdivision until the building plans have been approved in writing as

to size and external design by the Architectural Control Committee. Upon any request for approval the party requesting such approval shall submit a floorplan including square footage, the front elevation, and staked lot plan.

Section 29. Architectural Control Committee. The Architectural Control Committee shall initially be composed of the following three members (the "Initial Members"):

John C. Barth
David B. Barth
Mike Pursell

In the event of the death or resignation of any Initial Member of the Architectural Control Committee, the remaining member(s) shall have the full authority to approve or disapprove the plans submitted, and to designate a successor. Once the Developer retains no voting rights in the Association, the members of the Architectural Control Committee shall be appointed by the Initial Members, a person must be an Owner to be a member of the Architectural Control Committee.

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 judgment.

Section 30. Maintenance of Structures. Except as specifically provided herein, each Owner at the Owner's expense shall keep the exterior of the Owner's building structure, including, but not limited to, doors, walls, windows, roofs, patios, fences, and other improvements, in good maintenance and repair.

Section 31. Tree Removal and Landscaping. Except for diseased or dead trees and trees needing to be removed for safety reasons, no tree which is more than fifteen (15) feet from any Improvement shall be removed without the written approval of the Architectural Control Committee. In the event of an intentional or unintentional violation of this Section, the violator may be required by the Developer to replace the removed tree with one (1) or more comparable trees of such size and number, and in such locations, as the Developer deems necessary, in its sole discretion, to mitigate the damage. All landscaping on the properties shall be completed strictly in accordance with the Landscaping requirements and guidelines established by the Architectural Control Committee. No substantial alteration to the landscaping, including but not limited to paving, excavating or placing gravel or stones thereon, shall be permitted without prior written approval of the Architectural Control Committee.

Section 32. Artificial Vegetation. No artificial vegetation shall be permitted on the exterior of any Lot located with the Properties without the prior written approval of Architectural Control Committee.

Section 33. Priority. No applicable municipal or state law shall be preempted by the recording of this Declaration, but in the event of conflict, the most restrictive provisions shall apply.

ARTICLE VIII General Provisions

Section 1. Board of Directors. The Board of Directors of the Association elected in accordance with its Articles of Incorporation and Bylaws shall be charged with the management of the Association. The Board of Directors shall have the rights to make such reasonable rules and regulation as will enable it to adequately and properly carry out the provisions of this Declaration.

Section 2. 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 Association, the Developer, or any Owner. Failure by 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.

Section 3. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 4. Duration and Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure 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 fifty (50) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years. The covenants and restrictions of this Declaration may be amended during the first fifty (50) year period by an instrument signed by not less than eighty percent (80%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lots Owners.

Section 5. Transferability. The Developer has established, or will establish, the Association. At such time as Developer no longer owns any Lots, or earlier in its discretion, Developer shall transfer and assign to the Association all of the function of the Developer according to the provisions of this Declaration, and the owners of the Properties shall be bound by the Association as they are to the Developer.

Section 6. Annexation. It is expected that additional property owned by Developer to be included within the subdivision commonly known as Montebella will be annexed and included within the covenants and restrictions of this Declaration. Property may be annexed to the Properties with the consent of Developer. Any such extension of the Properties shall be accomplished by and take effect on the filing in the Office of the Recorder of Deed for the county in which such land is located of an appropriate document extending this Declaration. All annexed property shall be subject to these Declarations as fully as the property set forth in Article II.

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

ATTEST:

NORTH RIVER HOLDINGS, L.L.C.

By: Deborah A. Lewis

By: John C. Barth

Name: JOHN C. BARTH

Title: Member

MISSOURI CORPORATION ACKNOWLEDGMENT

STATE OF MISSOURI)
) ss.
COUNTY OF MISSOURI)

On this 30 day of May, 2008, before me appeared John Barth, to me personally known, who being by me did say that he is the President of North River Holdings, L.L.C., a Missouri Limited Liability Company and that said instrument was signed on behalf of said Limited Liability Company by authority of its Board of Directors, and said John Barth acknowledged said instrument to be the free act and deed of said Limited Liability Company.

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

My commission expires:
04/03/2009

Deborah A. Harris
Notary Public within and for said County
and State

DEBORAH A. HARRIS
Notary Public - Notary Seal
State of Missouri - Clay County
Commission No. 05690560
My Commission Expires 04/03/2009