

RECORDER'S CERTIFICATION
JACKSON COUNTY, MISSOURI

07/20/2022 3:12 PM

FEE: \$498.00 160 PGS



INSTRUMENT NUMBER / BOOK & PAGE

2022E0068367

Book: Page:

Diana Smith, Recorder of Deeds

Document Title: Second Amended and Restated Declaration of Covenants,
Conditions and Restrictions for Winterset Park

Document Date: July 14 2022, 2022

Grantors' Names: Winterset Park, Inc. (f/k/a Winterset Summit, Inc.) a Missouri
corporation
Gale Communities, Inc., a Missouri corporation
Winterset 6, LLC, a Missouri limited liability company
Winterset 7, LLC, a Missouri limited liability company
Winterset Woods, LLC, a Missouri limited liability company.
(f/k/a RUF Lands, LLC, a Missouri limited liability company
Winterset Community Association, Inc

Grantee's Name: 3304 N.E. Ralph Powell Road, Lee's Summit, MO 64064

Grantee's Address: See attached Exhibits 1-33

Legal Description: 2001I0001337, 2008E0066127, 2001I0001338, 2001I0082336,
2003I0002466, 2003I0018729, 2003I0002467, 1990I1012586,
1992I1143351, 1995I1390507, 1992I1155580, 2004I0045266,
2004I0119670, 1993I1189474, 1992I1155581, 1995I1390507,
1994I1247960, 1995I1390507, 1994I1295587, 1994I1295588,
1995I1390507, 1994I1312138, 1995I1384028, 1994I1312139,
1994I1315419, 1995I1390507, 1996I0048604, 1996I0048605,
1997I0046887, 2000I0038478, 1997I0047494, 1998I0008405,
1998I0008406, 1998I0078359, 2002I0058641, 1998I0078360,
2000I0033110, 2000I0033111, 2001I0025993, 2001I0025994,
2001I0097884, 2002I0058641, 2001I0097885, 2003I0010880,
2003I0010881, 1999I0094340, 2001I0086765, 2000I0064130,
1999I0094341, 2001I0064631, 2005I0011631, 2001I0064632,
2003I0002463, 2003I0002464, 2004I0001913, 2004I0001914,
2005I0082838, 2005I0067474, 2005I0082839, 2005I0067473,
2005I0082839, 2007E0071318, 2010E0046237, 2013E0018771,
2007E0071319, 2010E0085122, 2010E0009237, 2012E0007145,
2013E0018771, 2005I0082839, 2014E0094859, 2014E0094860,
2018E0002254, 2018E0020962, 2019E0066556, 2019E0069785,
2020E0123025, 2013E0043846, 2005I0082839, 2012E0093909,
2013E0070511, 2013E0070512, 2014E0041334, 2014E0104788,
2013E0070512, 2021E0129344, 2022E0018321, and
2022E0018320

**SECOND AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR WINTERSET PARK**

THIS SECOND AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WINTERSET PARK (“Second Amended and Restated Declarations”) is made and entered into this 14th day of July, 2022 by Grantors, WINTERSET PARK, INC. (f/k/a WINTERSET SUMMIT, INC.), a Missouri corporation, GALE COMMUNITIES, INC., a Missouri corporation, WINTERSET 6, LLC, a Missouri limited liability company, WINTERSET 7, LLC, a Missouri limited liability company, and WINTERSET WOODS, LLC, a Missouri limited liability company (formerly known as RUF LANDS, LLC, a Missouri limited liability company) (hereinafter “Developers” or “Grantors”) for the benefit of Grantee, WINTERSET PARK COMMUNITY ASSOCIATION, INC. (hereinafter the “Association” or “Grantee”).

RECITALS

I. Developers have created a planned community of homeowners who are committed to establishing and preserving certain common values and amenities, and in order to provide a structure for establishing and maintaining such a community, Developers have developed certain covenants, conditions and restrictions (“Declarations”) for the Winterset Park community (“Winterset Park Community”).

II. The Winterset Park Community currently consists of five (5) developed communities identified as Winterset Summit, Winterset Park, Winterset Woods, Winterset Garden and Winterset Valley.

III. Each of the five (5) developed communities has been placed under the administration of the Association pursuant to separate Declarations imposed upon each plat or phase of the Winterset Park Community.

IV. Winterset Park, Inc. (f/k/a Winterset Summit, Inc.), developed the following described portions of the Winterset Park Community:

(a) Winterset Garden—1st Plat, Lots 1001 thru 1030 and Tracts A1 thru F1, recorded in the Office of the Jackson County, Missouri Recorder of Deeds (“Recorder’s Office”) on January 8, 2001 as Document No. 2001I0001337, with a Minor Plat Winterset Garden—Lot 1029A, recorded in the Recorder’s Office on June 18, 2008 as Document No. 2008E0066127 (collectively referred to herein as “Winterset Garden 1st Plat”);

(i) Which said plats were subjected to a Declaration of Covenants, Conditions and Restrictions for Winterset Garden (“Winterset Garden Declaration”) dated November 28, 2000 and recorded in the Recorder’s Office on January 8, 2001 as Document No. 2001I0001338, and further amended by a First

Amendment to Declaration of Covenants, Conditions and Restrictions for Winterset Garden ("Winterset Garden First Amendment") dated October 4, 2001 and recorded in the Recorder's Office on October 1, 2001 as Document No. 2001I0082336,

(ii) The Winterset Garden Declaration, as amended by the Winterset Garden First Amendment, may be amended pursuant to Article X, Section 10.02 and requires as follows:

10.02 Amendment

(a) Except as hereinafter specifically provided, this Declaration may not be amended, terminated or modified in any respect except by recording an instrument executed by the proper Association officers and authorized by the Members, subject of course to the rights, if any, of any lienholders of liens on the Property to consent to or approve of such amendment, termination or modification, pursuant to a resolution to such effect approved in writing by not less than two-thirds (2/3) of the total number of Member.

(b) Notwithstanding the foregoing, during the Development Period this Declaration can be abolished, amended, modified or changed in whole or in part by the Developer in order to, among other things, correct deficiencies of this Declaration as determined to exist by the Developer; to annex property as provided for herein or to deannex Property without Association membership approval but with the written consent of Owners located within the boundaries of the Property to be deannexed (who together with the Developer shall execute a release document for recording with the appropriate office of the Recorder of Deeds); and, to give effect to all of the rights, obligations and duties created or contemplated herein.

(iii) The Winterset Garden Declaration, as amended by the Winterset Garden First Amendment, defines the Development Period in Article I, Section 1.13 as follows:

1.13 Development Period. "Development Period shall mean and refer to the period of time commencing upon the execution date hereof, and terminating upon the occurrence of the earlier of: (a) the date Developer ends the Development Period or (b) the date Developer sells ninety-five (95%) of all of the Lots in all of the parcels of land located or to be located within the Development Plan.

(iv) The Winterset Garden Declaration, as amended by the Winterset

Garden First Amendment, defines the Development Plan in Article I, Section 1.14 as follows:

1.14 Development Plan. "Development Plan" shall mean and refer to Developer's plans for the development of the Winterset Park Community which, as of the date hereof, contemplate both residential and commercial uses and which plans may from time to time be amended, expanded, changed, abandoned or implemented and include each and every plat, and all amendments thereto, which may be filed with respect to any portion of the land within the Development Plan.

(v) The real property encumbered by the Winterset Garden Declaration, as amended by the Winterset Garden First Amendment is legally described on the Exhibit "1" which is attached hereto and incorporated by reference herein.

(b) Winterset Garden—2nd Plat, Lots 1031 thru 1059 and Tracts G1 thru M1, recorded in the Recorder's Office on January 8, 2001 as Document No. 2003I0002466, with a Minor Plat Winterset Garden—Lot 1032A and Tract A1A, recorded in the Recorder's Office on February 14, 2003 as Document No. 2003I0018729 (collectively referred to here as "Winterset Garden 2nd Plat");

(i) Which said plats were subjected to a Declaration of Covenants, Conditions and Restrictions for Winterset Garden ("Winterset Garden 2nd Plat Declaration") dated August 12, 2002 and recorded in the Recorder's Office on January 7, 2003 as Document No. 2003I0002467,

(ii) The Winterset Garden 2nd Plat Declaration may be amended pursuant to Article X, Section 10.02 and requires as follows:

10.02 Amendment

(a) Except as hereinafter specifically provided, this Declaration may not be amended, terminated or modified in any respect except by recording an instrument executed by the proper Association officers and authorized by the Members, subject of course to the rights, if any, of any lienholders of liens on the Property to consent to or approve of such amendment, termination or modification, pursuant to a resolution to such effect approved in writing by not less than two-thirds (2/3) of the total number of Member.

(b) Notwithstanding the foregoing, during the Development Period this Declaration can be abolished, amended, modified or changed in whole or in part by the Developer in order to, among other things, correct deficiencies of this Declaration as

determined to exist by the Developer; to annex property as provided for herein or to deannex Property without Association membership approval but with the written consent of Owners located within the boundaries of the Property to be deannexed (who together with the Developer shall execute a release document for recording with the appropriate office of the Recorder of Deeds); and, to give effect to all of the rights, obligations and duties created or contemplated herein.

(iii) The Winterset Garden 2nd Plat Declaration, defines the Development Period in Article I, Section 1.13 as follows:

1.13 Development Period. "Development Period shall mean and refer to the period of time commencing upon the execution date hereof, and terminating upon the occurrence of the earlier of: (a) the date Developer end the Development Period or (b) the date Developer sells ninety-five (95%) of all of the Lots in all of the parcels of land located or to be located within the Development Plan.

(iv) The Winterset Garden 2nd Plat Declaration defines the Development Plan in Article I, Section 1.14 as follows:

1.14 Development Plan. "Development Plan" shall mean and refer to Developer's plans for the development of the Winterset Park Community which, as of the date hereof, contemplate both residential and commercial uses and which plans may from time to time by amended, expanded, changed, abandoned or implemented and include each and every plat, and all amendments thereto, which may be filed with respect to any portion of the land within the Development Plan.

(v) The real property encumbered by the Winterset Garden 2nd Plat Declaration is legally described on the Exhibit "2" which is attached hereto and incorporated by reference herein.

(c) Winterset Park 1st Plat—Lots 1 thru 45 ("Winterset Park 1st Plat") recorded in the Recorder's Office on August 15, 1990 as Document No. 1990I0994669;

(i) Which said plat was subjected to a Declaration of Covenants, Conditions and Restrictions for Winterset Park ("Winterset Park Declaration") dated November 2, 1990 and recorded in the Recorder's Office on November 27, 1990 as Document No. 1990I1012586, amended by a First Amendment to Declaration of Covenants, Conditions and Restrictions for Winterset Park ("Winterset Park First Amendment") dated October 15, 1992 and recorded in the Recorder's Office on October 23, 1992 as Document No. 1992I1143351, and

further amended by a Second Amendment to Declaration of Covenants, Conditions and Restrictions Winterset Park ("Winterset Park Second Amendment") dated December 15, 1995 and recorded in the Recorder's Office on December 22, 1995 as Document No. 1995I1390507;

(ii) The Winterset Park Declaration as amended by the Winterset Park First Amendment and the Winterset Park Second Amendment, may be amended pursuant to Article 28 which requires as follows:

For so long as Winterset Summit, Inc., owns any of Lots 1 through 45, Winterset Park, a subdivision of land in the City of Lee's Summit, Jackson County, Missouri, according to the recorded plat thereof ("Winterset Park") then Winterset Summit, Inc., shall have the sole right and power to amend, modify, change or cancel this Declaration of Covenants, Conditions and Restrictions for Winterset Park. At such time as Winterset Summit, Inc., no longer owns any of the Lots in Winterset Park, then, and in that event only, the Association shall have the sole and exclusive right to amend, modify, change or cancel this Declaration of Covenants, Conditions and Restrictions for Winterset Park by written instrument signed by and on behalf of the Association after a proper and lawful vote of the Members of the Association in accordance with its Articles and By-Laws or if such Association has failed to maintain its corporate charter then such amendment, modification, change or cancelled may be effected, in whole or in part, by written instrument signed by those persons who, on effective date of such written instrument, are the owners of record title to over fifty (5) percent of the Lots within Winterset Park.

(iii) The Winterset Park Declaration, as amended by the Winterset Park First Amendment and the Winterset Park Second Amendment, authorizes Winterset Park, Inc. (f/k/a Winterset Summit, Inc.) to annex additional land to the development pursuant to Article 32 and provides as follows:

WINTERSET SUMMIT, INC. shall have, and expressly reserves the right from time to time to add such other land as it may now own or hereafter acquire, to the operation of the provisions of this Declaration of Restrictions, by executing and acknowledging any appropriate agreement or agreements for that purpose and filing the same for record in the office of the Register of Deeds of Jackson County, Missouri. When any other land is so subjected to the provisions hereof, whether the same consists of one or more tracts or whether said additions shall be made at one or more times, said land so added shall be subject to all of the terms and provisions hereof, in the same manner and with like effect as though the same

had been originally herein and subjected to the provisions hereof.

(iv) The real property encumbered by the Winterset Park Declaration, as amended by the Winterset Park First Amendment is legally described on the Exhibit "3" which is attached hereto and incorporated by reference herein.

(v) The real property encumbered by the Winterset Park Second Amendment is legally described on the Exhibit "4" which is attached hereto and incorporated by reference herein, and includes the Winterset Park 2nd, 3rd, 4th and 5th Plats.

(d) Winterset Park Second Plat, Lots 46 thru 96, recorded in the Recorder's Office on December 18, 1992 as Document No. 1992I1155580, with a Minor Plat Winterset Park—2nd Plat, Lots 50A and 51A recorded in the Recorder's Office on May 13, 2004 as Document No. 2004I0045266, with an additional Minor Subdivision Plat for Winterset Park—2nd Plat, Lots 50B and 51B recorded in the Recorder's Office on December 30, 2004 as Document No. 2004I0119670, and finally, a Resurvey of Lots 86 and 87 Winterset Park, Second Plat recorded in the Recorder's Office on June 1, 1993 as Document No. 1993I1189474 (collectively referred to herein as "Winterset Park 2nd Plat").

(i) Which said plats, minor subdivisions and resurveys were subjected to a Declaration of Covenants, Conditions and Restrictions for Winterset Park ("Winterset Park 2nd Plat Declaration") dated October 29, 1992 and recorded in the Recorder's Office on December 18, 1992 as Document No. 1992I1155581, as amended by the Winterset Park Second Amendment dated December 15, 1995 and recorded in the Recorder's Office on December 22, 1995 as Document No. 1995I1390507;

(ii) The Winterset Park 2nd Plat Declaration, as amended by the Winterset Park Second Amendment may be amended pursuant to Article X, Section 10.02 and requires as follows:

10.02 Amendment

(a) Except as hereinafter specifically provided, this Declaration may not be amended, terminated or modified in any respect except by recording an instrument executed by the proper Association officers and authorized by the Members, subject of course to the rights, if any, of any lienholders of liens on the Property to consent to or approve of such amendment, termination or modification, pursuant to a resolution to such effect approved in writing by not less than two-thirds (2/3) of the total number of Member.

(b) Notwithstanding the foregoing, during the Development Period this Declaration can be abolished, amended,

modified or changed in whole or in part by the Developer in order to, among other things, correct deficiencies of this Declaration as determined to exist by the Developer; to annex property as provided for herein or to deannex Property without Association membership approval but with the written consent of Owners located within the boundaries of the Property to be deannexed (who together with the Developer shall execute a release document for recording with the appropriate office of the Recorder of Deeds); and, to give effect to all of the rights, obligations and duties created or contemplated herein.

(iii) The Winterset Park 2nd Plat Declaration as amended by the Winterset Park Second Amendment, defines the Development Period in Article I, Section 1.12 as follows:

1.12 Development Period. "Development Period shall mean and refer to the period of time commencing upon the execution date hereof, and terminating upon the occurrence of the earlier of: (a) the date Developer ends the Development Period or (b) the date Developer sells ninety-five (95%) of all of the Lots in all of the parcels of land located or to be located within the Development Plan.

(iv) The Winterset Park 2nd Plat Declaration, as amended by the Winterset Park Second Amendment, defines the Development Plan in Article I, Section 1.13 as follows:

1.13 Development Plan. "Development Plan" shall mean and refer to Developer's plans for the development of the Winterset Park Community which, as of the date hereof, contemplate both residential and commercial uses and which plans may from time to time be amended, expanded, changed, abandoned or implemented and include each and every plat, and all amendments thereto, which may be filed with respect to any portion of the land within the Development Plan.

(v) The real property encumbered by the Winterset Park 2nd Plat Declaration is legally described on the Exhibit "5" which is attached hereto and incorporated by reference herein, and includes the Winterset Park 2nd, 3rd, 4th and 5th Plats.

(vi) The real property encumbered by the Winterset Park Second Amendment is legally described on the Exhibit "4" which is attached hereto and incorporated by reference herein.

(e) Winterset Park—3rd Plat, Lots 164 thru 166, 168 thru 170 and 194 thru 227

("Winterset Park 3rd Plat"), recorded in the Recorder's Office on January 25, 1994 as Document No. 1994I1247960.

(i) Which said plat was subjected to a Declaration of Covenants, Conditions and Restrictions for Winterset Park ("Winterset Park 3rd Plat Declaration") dated January 18, 1994 and recorded in the Recorder's Office on January 25, 1994 as Document No. 1994I1247961, as amended by the Winterset Park Second Amendment dated December 15, 1995 and recorded in the Recorder's Office on December 22, 1995 as Document No. 1995I1390507;

(ii) The Winterset Park 3rd Plat Declaration, as amended by the Winterset Park Second Amendment may be amended pursuant to Article X, Section 10.02 and requires as follows:

10.02 Amendment

(a) Except as hereinafter specifically provided, this Declaration may not be amended, terminated or modified in any respect except by recording an instrument executed by the proper Association officers and authorized by the Members, subject of course to the rights, if any, of any lienholders of liens on the Property to consent to or approve of such amendment, termination or modification, pursuant to a resolution to such effect approved in writing by not less than two-thirds (2/3) of the total number of Member.

(b) Notwithstanding the foregoing, during the Development Period this Declaration can be abolished, amended, modified or changed in whole or in part by the Developer in order to, among other things, correct deficiencies of this Declaration as determined to exist by the Developer; to annex property as provided for herein or to deannex Property without Association membership approval but with the written consent of Owners located within the boundaries of the Property to be deannexed (who together with the Developer shall execute a release document for recording with the appropriate office of the Recorder of Deeds); and, to give effect to all of the rights, obligations and duties created or contemplated herein.

(iii) The Winterset Park 3rd Plat Declaration as amended by the Winterset Park Second Amendment, defines the Development Period in Article I, Section 1.12 as follows:

1.12 Development Period. "Development Period shall mean and refer to the period of time commencing upon the execution date hereof, and terminating upon the occurrence of the earlier of: (a) the

date Developer ends the Development Period or (b) the date Developer sells ninety-five (95%) of all of the Lots in all of the parcels of land located or to be located within the Development Plan.

(iv) The Winterset Park 3rd Plat Declaration, as amended by the Winterset Park Second Amendment, defines the Development Plan in Article I, Section 1.13 as follows:

1.13 Development Plan. "Development Plan" shall mean and refer to Developer's plans for the development of the Winterset Park Community which, as of the date hereof, contemplate both residential and commercial uses and which plans may from time to time be amended, expanded, changed, abandoned or implemented and include each and every plat, and all amendments thereto, which may be filed with respect to any portion of the land within the Development Plan.

(v) The real property encumbered by the Winterset Park 3rd Plat Declaration is legally described on the Exhibit "6" which is attached hereto and incorporated by reference herein.

(vi) The real property encumbered by the Winterset Park Second Amendment is legally described on the Exhibit "4" which is attached hereto and incorporated by reference herein, and includes the Winterset Park 2nd, 3rd, 4th and 5th Plats.

(f) Winterset Park—4th Plat, Lots 157 thru 163, 167 and Lots 171 thru 177 ("Winterset Park 4th Plat"), recorded in the Recorder's Office on August 16, 1994 as Document No. 1994I1295587.

(i) Which said plat was subjected to a Declaration of Covenants, Conditions and Restrictions for Winterset Park ("Winterset Park 4th Plat Declaration") dated May 19, 1994 and recorded in the Recorder's Office on August 16, 1994 as Document No. 1994I1295588, as amended by the Winterset Park Second Amendment dated December 15, 1995 and recorded in the Recorder's Office on December 22, 1995 as Document No. 1995I1390507;

(ii) The Winterset Park 4th Plat Declaration, as amended by the Winterset Park Second Amendment may be amended pursuant to Article X, Section 10.02 and requires as follows:

10.02 Amendment

(a) Except as hereinafter specifically provided, this Declaration may not be amended, terminated or modified in any respect except by recording an instrument executed by the proper

Association officers and authorized by the Members, subject of course to the rights, if any, of any lienholders of liens on the Property to consent to or approve of such amendment, termination or modification, pursuant to a resolution to such effect approved in writing by not less than two-thirds (2/3) of the total number of Member.

(b) Notwithstanding the foregoing, during the Development Period this Declaration can be abolished, amended, modified or changed in whole or in part by the Developer in order to, among other things, correct deficiencies of this Declaration as determined to exist by the Developer; to annex property as provided for herein or to deannex Property without Association membership approval but with the written consent of Owners located within the boundaries of the Property to be deannexed (who together with the Developer shall execute a release document for recording with the appropriate office of the Recorder of Deeds); and, to give effect to all of the rights, obligations and duties created or contemplated herein.

(iii) The Winterset Park 4th Plat Declaration as amended by the Winterset Park Second Amendment, defines the Development Period in Article I, Section 1.12 as follows:

1.12 Development Period. "Development Period shall mean and refer to the period of time commencing upon the execution date hereof, and terminating upon the occurrence of the earlier of: (a) the date Developer ends the Development Period or (b) the date Developer sells ninety-five (95%) of all of the Lots in all of the parcels of land located or to be located within the Development Plan.

(iv) The Winterset Park 4th Plat Declaration, as amended by the Winterset Park Second Amendment, defines the Development Plan in Article I, Section 1.13 as follows:

1.13 Development Plan. "Development Plan" shall mean and refer to Developer's plans for the development of the Winterset Park Community which, as of the date hereof, contemplate both residential and commercial uses and which plans may from time to time be amended, expanded, changed, abandoned or implemented and include each and every plat, and all amendments thereto, which may be filed with respect to any portion of the land within the Development Plan.

(v) The real property encumbered by the Winterset Park 4th Plat

Declaration is legally described on the Exhibit "7" which is attached hereto and incorporated by reference herein.

(vi) The real property encumbered by the Winterset Park Second Amendment is legally described on the Exhibit "4" which is attached hereto and incorporated by reference herein, and includes the Winterset Park 2nd, 3rd, 4th and 5th Plats.

(g) Winterset Park—5th Plat, Lots 97 thru 155 and Lots 178 thru 193, recorded in the Recorder's Office on November 14, 1994 as Document No. 1994I1312138 with a Resurvey of Lot 136, 137 and Tract P Winterset Park, Fifth Plat, recorded in the Recorder's Office on November 17, 1995 as Document No. 1995I1384028 (collectively referred to herein as "Winterset Park 5th Plat").

(i) Which said plat (as resurveyed) was subjected to a Declaration of Covenants, Conditions and Restrictions for Winterset Park ("Winterset Park 5th Plat Declaration") dated October 17, 1994 and recorded in the Recorder's Office as Document No. 1994I1312139 and rerecorded in the Recorder's Office on December 1, 1994 as Document No. 1994I1315419, as amended by the Winterset Park Second Amendment dated December 15, 1995 and recorded in the Recorder's Office on December 22, 1995 as Document No. 1995I1390507;

(ii) The Winterset Park 5th Plat Declaration, as amended by the Winterset Park Second Amendment may be amended pursuant to Article X, Section 10.02 and requires as follows:

10.02 Amendment

(a) Except as hereinafter specifically provided, this Declaration may not be amended, terminated or modified in any respect except by recording an instrument executed by the proper Association officers and authorized by the Members, subject of course to the rights, if any, of any lienholders of liens on the Property to consent to or approve of such amendment, termination or modification, pursuant to a resolution to such effect approved in writing by not less than two-thirds (2/3) of the total number of Member.

(b) Notwithstanding the foregoing, during the Development Period this Declaration can be abolished, amended, modified or changed in whole or in part by the Developer in order to, among other things, correct deficiencies of this Declaration as determined to exist by the Developer; to annex property as provided for herein or to deannex Property without Association membership approval but with the written consent of Owners located within the boundaries of the Property to be deannexed (who together with the

Developer shall execute a release document for recording with the appropriate office of the Recorder of Deeds); and, to give effect to all of the rights, obligations and duties created or contemplated herein.

(iii) The Winterset Park 5th Plat Declaration, as amended by the Winterset Park Second Amendment, defines the Development Period in Article I, Section 1.12 as follows:

1.12 Development Period. "Development Period shall mean and refer to the period of time commencing upon the execution date hereof, and terminating upon the occurrence of the earlier of: (a) the date Developer ends the Development Period or (b) the date Developer sells ninety-five (95%) of all of the Lots in all of the parcels of land located or to be located within the Development Plan.

(iv) The Winterset Park 5th Plat Declaration, as amended by the Winterset Park Second Amendment, defines the Development Plan in Article I, Section 1.13 as follows:

1.13 Development Plan. "Development Plan" shall mean and refer to Developer's plans for the development of the Winterset Park Community which, as of the date hereof, contemplate both residential and commercial uses and which plans may from time to time be amended, expanded, changed, abandoned or implemented and include each and every plat, and all amendments thereto, which may be filed with respect to any portion of the land within the Development Plan.

(v) The real property encumbered by the Winterset Park 5th Plat Declaration is legally described on the Exhibit "8" which is attached hereto and incorporated by reference herein.

(vi) The real property encumbered by the Winterset Park Second Amendment is legally described on the Exhibits "4" which are attached hereto and incorporated by reference herein, and includes the Winterset Park 2nd, 3rd, 4th and 5th Plats.

(h) Winterset Park—6th Plat, Lots 228 thru 279 and Tracts S1 thru S13 ("Winterset Park 6th Plat"), recorded in the Recorder's Office on August 2, 1996 as Document No. 1996I0048604.

(i) Which said plat was subjected to a Declaration of Covenants, Conditions and Restrictions for Winterset Park ("Winterset Park 6th Plat Declaration") dated July 3, 1996 recorded in the Recorder's Office on August 2,

1994 as Document No 1996I0048605.

(ii) The Winterset Park 6th Plat Declaration may be amended pursuant to Article X, Section 10.02 and requires as follows:

10.02 Amendment

(a) Except as hereinafter specifically provided, this Declaration may not be amended, terminated or modified in any respect except by recording an instrument executed by the proper Association officers and authorized by the Members, subject of course to the rights, if any, of any lienholders of liens on the Property to consent to or approve of such amendment, termination or modification, pursuant to a resolution to such effect approved in writing by not less than two-thirds (2/3) of the total number of Member.

(b) Notwithstanding the foregoing, during the Development Period this Declaration can be abolished, amended, modified or changed in whole or in part by the Developer in order to, among other things, correct deficiencies of this Declaration as determined to exist by the Developer; to annex property as provided for herein or to deannex Property without Association membership approval but with the written consent of Owners located within the boundaries of the Property to be deannexed (who together with the Developer shall execute a release document for recording with the appropriate office of the Recorder of Deeds); and, to give effect to all of the rights, obligations and duties created or contemplated herein.

(iii) The Winterset Park 6th Plat Declaration defines the Development Period in Article I, Section 1.12 as follows:

1.12 Development Period. "Development Period shall mean and refer to the period of time commencing upon the execution date hereof, and terminating upon the occurrence of the earlier of: (a) the date Developer ends the Development Period or (b) the date Developer sells ninety-five (95%) of all of the Lots in all of the parcels of land located or to be located within the Development Plan.

(iv) The Winterset Park 6th Plat Declaration defines the Development Plan in Article I, Section 1.13 as follows:

1.13 Development Plan. "Development Plan" shall mean and refer to Developer's plans for the development of the Winterset Park Community which, as of the date hereof, contemplate both

residential and commercial uses and which plans may from time to time be amended, expanded, changed, abandoned or implemented and include each and every plat, and all amendments thereto, which may be filed with respect to any portion of the land within the Development Plan.

(v) The real property encumbered by the Winterset Park 6th Plat Declaration is legally described on the Exhibit "9" which is attached hereto and incorporated by reference herein.

(i) Winterset Park—7th Plat, Lots 280 thru 329, recorded in the Recorder's Office on July 31, 1997 as Document No. 1997I0046887, with a Minor Plat Winterset Park, 7th Plat—Lots 323A and 324A, recorded in the Recorder's Office on June 9, 2000 as Document No. 2000I0038478 (collectively referred to herein as Winterset Park 7th Plat");

(i) Which said plats were subjected to a Declaration of Covenants, Conditions and Restrictions for Winterset Park ("Winterset Park 7th Plat Declaration") dated June 9, 1997 recorded in the Recorder's Office on August 1, 1997 as Document No 1997I0047494.

(ii) The Winterset Park 7th Plat Declaration may be amended pursuant to Article X, Section 10.02 and requires as follows:

10.02 Amendment

(a) Except as hereinafter specifically provided, this Declaration may not be amended, terminated or modified in any respect except by recording an instrument executed by the proper Association officers and authorized by the Members, subject of course to the rights, if any, of any lienholders of liens on the Property to consent to or approve of such amendment, termination or modification, pursuant to a resolution to such effect approved in writing by not less than two-thirds (2/3) of the total number of Member.

(b) Notwithstanding the foregoing, during the Development Period this Declaration can be abolished, amended, modified or changed in whole or in part by the Developer in order to, among other things, correct deficiencies of this Declaration as determined to exist by the Developer; to annex property as provided for herein or to deannex Property without Association membership approval but with the written consent of Owners located within the boundaries of the Property to be deannexed (who together with the Developer shall execute a release document for recording with the appropriate office of the Recorder of Deeds); and, to give effect to all of the rights, obligations and duties created or contemplated

herein.

(iii) The Winterset Park 7th Plat Declaration defines the Development Period in Article I, Section 1.12 as follows:

1.12 Development Period. "Development Period shall mean and refer to the period of time commencing upon the execution date hereof, and terminating upon the occurrence of the earlier of: (a) the date Developer ends the Development Period or (b) the date Developer sells ninety-five (95%) of all of the Lots in all of the parcels of land located or to be located within the Development Plan.

(iv) The Winterset Park 7th Plat Declaration defines the Development Plan in Article I, Section 1.13 as follows:

1.13 Development Plan. "Development Plan" shall mean and refer to Developer's plans for the development of the Winterset Park Community which, as of the date hereof, contemplate both residential and commercial uses and which plans may from time to time be amended, expanded, changed, abandoned or implemented and include each and every plat, and all amendments thereto, which may be filed with respect to any portion of the land within the Development Plan.

(v) The real property encumbered by the Winterset Park 7th Plat Declaration is legally described on the Exhibit "10" which is attached hereto and incorporated by reference herein.

(j) Winterset Park—8th Plat, Lots 330 thru 377 ("Winterset Park 8th Plat"), recorded in the Recorder's Office on February 10, 1998 as Document No. 1998I0008405;

(i) Which said plat was subjected to a Declaration of Covenants, Conditions and Restrictions for Winterset Park ("Winterset Park 8th Plat Declaration") dated November 15, 1997 and recorded in the Recorder's Office on February 10, 1998 as Document No 1998I0008406.

(ii) The Winterset Park 8th Plat Declaration may be amended pursuant to Article X, Section 10.02 and requires as follows:

10.02 Amendment

(a) Except as hereinafter specifically provided, this Declaration may not be amended, terminated or modified in any respect except by recording an instrument executed by the proper Association officers and authorized by the Members, subject of course to the rights, if any, of any lienholders of liens on the Property

to consent to or approve of such amendment, termination or modification, pursuant to a resolution to such effect approved in writing by not less than two-thirds (2/3) of the total number of Member.

(b) Notwithstanding the foregoing, during the Development Period this Declaration can be abolished, amended, modified or changed in whole or in part by the Developer in order to, among other things, correct deficiencies of this Declaration as determined to exist by the Developer; to annex property as provided for herein or to deannex Property without Association membership approval but with the written consent of Owners located within the boundaries of the Property to be deannexed (who together with the Developer shall execute a release document for recording with the appropriate office of the Recorder of Deeds); and, to give effect to all of the rights, obligations and duties created or contemplated herein.

(iii) The Winterset Park 8th Plat Declaration defines the Development Period in Article I, Section 1.12 as follows:

1.12 Development Period. "Development Period shall mean and refer to the period of time commencing upon the execution date hereof, and terminating upon the occurrence of the earlier of: (a) the date Developer ends the Development Period or (b) the date Developer sells ninety-five (95%) of all of the Lots in all of the parcels of land located or to be located within the Development Plan.

(iv) The Winterset Park 8th Plat Declaration defines the Development Plan in Article I, Section 1.13 as follows:

1.13 Development Plan. "Development Plan" shall mean and refer to Developer's plans for the development of the Winterset Park Community which, as of the date hereof, contemplate both residential and commercial uses and which plans may from time to time be amended, expanded, changed, abandoned or implemented and include each and every plat, and all amendments thereto, which may be filed with respect to any portion of the land within the Development Plan.

(v) The real property encumbered by the Winterset Park 8th Plat Declaration is legally described on the Exhibit "11" which is attached hereto and incorporated by reference herein.

(k) Winterset Park—Phase 9, Lots 378 thru 443 and Tracts A Thru F, recorded

in the Recorder's Office on October 5, 1998 as Document No. 1998I0078359, with a Minor Plat Winterset Park, Lots 439A and 529A, recorded in the Recorder's Office on July 12, 2002 as Document No. 2002I0058641 (collectively referred to herein as Winterset Park 9th Plat");

(i) Which said plats were subjected to a Declaration of Covenants, Conditions and Restrictions for Winterset Park ("Winterset Park 9th Plat Declaration") dated August 18, 1998 and recorded in the Recorder's Office on October 5, 1998 as Document No 1998I0078360.

(ii) The Winterset Park 9th Plat Declaration may be amended pursuant to Article X, Section 10.02 and requires as follows:

10.02 Amendment

(a) Except as hereinafter specifically provided, this Declaration may not be amended, terminated or modified in any respect except by recording an instrument executed by the proper Association officers and authorized by the Members, subject of course to the rights, if any, of any lienholders of liens on the Property to consent to or approve of such amendment, termination or modification, pursuant to a resolution to such effect approved in writing by not less than two-thirds (2/3) of the total number of Member.

(b) Notwithstanding the foregoing, during the Development Period this Declaration can be abolished, amended, modified or changed in whole or in part by the Developer in order to, among other things, correct deficiencies of this Declaration as determined to exist by the Developer; to annex property as provided for herein or to deannex Property without Association membership approval but with the written consent of Owners located within the boundaries of the Property to be deannexed (who together with the Developer shall execute a release document for recording with the appropriate office of the Recorder of Deeds); and, to give effect to all of the rights, obligations and duties created or contemplated herein.

(iii) The Winterset Park 9th Plat Declaration defines the Development Period in Article I, Section 1.12 as follows:

1.12 Development Period. "Development Period shall mean and refer to the period of time commencing upon the execution date hereof, and terminating upon the occurrence of the earlier of: (a) the date Developer ends the Development Period or (b) the date Developer sells ninety-five (95%) of all of the Lots in all of the

parcels of land located or to be located within the Development Plan.

(iv) The Winterset Park 9th Plat Declaration defines the Development Plan in Article I, Section 1.13 as follows:

1.13 Development Plan. "Development Plan" shall mean and refer to Developer's plans for the development of the Winterset Park Community which, as of the date hereof, contemplate both residential and commercial uses and which plans may from time to time be amended, expanded, changed, abandoned or implemented and include each and every plat, and all amendments thereto, which may be filed with respect to any portion of the land within the Development Plan.

(v) The real property encumbered by the Winterset Park 9th Plat Declaration is legally described on the Exhibit "12" which is attached hereto and incorporated by reference herein.

(l) Winterset Park—11th Plat, Lots 444 thru 500 and Tracts A thru H ("Winterset Park 11th Plat"), recorded in the Recorder's Office on May 19, 2000 as Document No. 2000I0033110;

(i) Which said plat was subjected to a Declaration of Covenants, Conditions and Restrictions for Winterset Park ("Winterset Park 11th Plat Declaration") dated September 24, 1999 and recorded in the Recorder's Office on May 19, 2000 as Document No. 2000I0033111.

(ii) The Winterset Park 11th Plat Declaration may be amended pursuant to Article X, Section 10.02 and requires as follows:

10.02 Amendment

(a) Except as hereinafter specifically provided, this Declaration may not be amended, terminated or modified in any respect except by recording an instrument executed by the proper Association officers and authorized by the Members, subject of course to the rights, if any, of any lienholders of liens on the Property to consent to or approve of such amendment, termination or modification, pursuant to a resolution to such effect approved in writing by not less than two-thirds (2/3) of the total number of Member.

(b) Notwithstanding the foregoing, during the Development Period this Declaration can be abolished, amended, modified or changed in whole or in part by the Developer in order to, among other things, correct deficiencies of this Declaration as

determined to exist by the Developer; to annex property as provided for herein or to deannex Property without Association membership approval but with the written consent of Owners located within the boundaries of the Property to be deannexed (who together with the Developer shall execute a release document for recording with the appropriate office of the Recorder of Deeds); and, to give effect to all of the rights, obligations and duties created or contemplated herein.

(iii) The Winterset Park 11th Plat Declaration defines the Development Period in Article I, Section 1.12 as follows:

1.12 Development Period. "Development Period shall mean and refer to the period of time commencing upon the execution date hereof, and terminating upon the occurrence of the earlier of: (a) the date Developer ends the Development Period or (b) the date Developer sells ninety-five (95%) of all of the Lots in all of the parcels of land located or to be located within the Development Plan.

(iv) The Winterset Park 11th Plat Declaration defines the Development Plan in Article I, Section 1.13 as follows:

1.13 Development Plan. "Development Plan" shall mean and refer to Developer's plans for the development of the Winterset Park Community which, as of the date hereof, contemplate both residential and commercial uses and which plans may from time to time be amended, expanded, changed, abandoned or implemented and include each and every plat, and all amendments thereto, which may be filed with respect to any portion of the land within the Development Plan.

(v) The real property encumbered by the Winterset Park 11th Plat Declaration is legally described on the Exhibit "13" which is attached hereto and incorporated by reference herein.

(m) Winterset Park—12th Plat, Lots 501 thru 515 and Tracts J Thru L ("Winterset Park 12th Plat"), recorded in the Recorder's Office on April 17, 2001 as Document No. 2001I0025993;

(i) Which said plat was subjected to a Declaration of Covenants, Conditions and Restrictions for Winterset Park ("Winterset Park 12th Plat Declaration") dated April 11, 2001, and recorded in the Recorder's Office on April 17, 2001 as Document No. 2001I0025994.

(ii) The Winterset Park 12th Plat Declaration may be amended pursuant

to Article X, Section 10.02 and requires as follows:

10.02 Amendment

(a) Except as hereinafter specifically provided, this Declaration may not be amended, terminated or modified in any respect except by recording an instrument executed by the proper Association officers and authorized by the Members, subject of course to the rights, if any, of any lienholders of liens on the Property to consent to or approve of such amendment, termination or modification, pursuant to a resolution to such effect approved in writing by not less than two-thirds (2/3) of the total number of Member.

(b) Notwithstanding the foregoing, during the Development Period this Declaration can be abolished, amended, modified or changed in whole or in part by the Developer in order to, among other things, correct deficiencies of this Declaration as determined to exist by the Developer; to annex property as provided for herein or to deannex Property without Association membership approval but with the written consent of Owners located within the boundaries of the Property to be deannexed (who together with the Developer shall execute a release document for recording with the appropriate office of the Recorder of Deeds); and, to give effect to all of the rights, obligations and duties created or contemplated herein.

(iii) The Winterset Park 12th Plat Declaration defines the Development Period in Article I, Section 1.12 as follows:

1.12 Development Period. "Development Period shall mean and refer to the period of time commencing upon the execution date hereof, and terminating upon the occurrence of the earlier of: (a) the date Developer ends the Development Period or (b) the date Developer sells ninety-five (95%) of all of the Lots in all of the parcels of land located or to be located within the Development Plan.

(iv) The Winterset Park 12th Plat Declaration defines the Development Plan in Article I, Section 1.13 as follows:

1.13 Development Plan. "Development Plan" shall mean and refer to Developer's plans for the development of the Winterset Park Community which, as of the date hereof, contemplate both residential and commercial uses and which plans may from time to time be amended, expanded, changed, abandoned or implemented and include each and every plat, and all amendments thereto, which

may be filed with respect to any portion of the land within the Development Plan.

(v) The real property encumbered by the Winterset Park 12th Plat Declaration is legally described on the Exhibit "14" which is attached hereto and incorporated by reference herein.

(n) Winterset Park—14th Plat, Lots 516 thru 572 and Tracts N Thru U, recorded in the Recorder's Office on November 28, 2001 as Document No. 2001I0097884 with a Minor Plat Winterset Park, Lots 439A and 529A, recorded in the Recorder's Office on July 12, 2002 as Document No. 2002I0058641 (collectively referred to herein as Winterset Park 14th Plat");

(i) Which said plats were subjected to a Declaration of Covenants, Conditions and Restrictions for Winterset Park ("Winterset Park 14th Plat Declaration") dated October 26, 2001 and recorded in the Recorder's Office on November 28, 2001 as Document No. 2001I0097885.

(ii) The Winterset Park 14th Plat Declaration may be amended pursuant to Article X, Section 10.02 and requires as follows:

10.02 Amendment

(a) Except as hereinafter specifically provided, this Declaration may not be amended, terminated or modified in any respect except by recording an instrument executed by the proper Association officers and authorized by the Members, subject of course to the rights, if any, of any lienholders of liens on the Property to consent to or approve of such amendment, termination or modification, pursuant to a resolution to such effect approved in writing by not less than two-thirds (2/3) of the total number of Member.

(b) Notwithstanding the foregoing, during the Development Period this Declaration can be abolished, amended, modified or changed in whole or in part by the Developer in order to, among other things, correct deficiencies of this Declaration as determined to exist by the Developer; to annex property as provided for herein or to deannex Property without Association membership approval but with the written consent of Owners located within the boundaries of the Property to be deannexed (who together with the Developer shall execute a release document for recording with the appropriate office of the Recorder of Deeds); and, to give effect to all of the rights, obligations and duties created or contemplated herein.

(iii) The Winterset Park 14th Plat Declaration defines the Development Period in Article I, Section 1.12 as follows:

1.12 Development Period. "Development Period shall mean and refer to the period of time commencing upon the execution date hereof, and terminating upon the occurrence of the earlier of: (a) the date Developer ends the Development Period or (b) the date Developer sells ninety-five (95%) of all of the Lots in all of the parcels of land located or to be located within the Development Plan.

(iv) The Winterset Park 14th Plat Declaration defines the Development Plan in Article I, Section 1.13 as follows:

1.13 Development Plan. "Development Plan" shall mean and refer to Developer's plans for the development of the Winterset Park Community which, as of the date hereof, contemplate both residential and commercial uses and which plans may from time to time be amended, expanded, changed, abandoned or implemented and include each and every plat, and all amendments thereto, which may be filed with respect to any portion of the land within the Development Plan.

(v) The real property encumbered by the Winterset Park 14th Plat Declaration is legally described on the Exhibit "15" which is attached hereto and incorporated by reference herein.

(o) Winterset Park—15th Plat, Lots 573 thru 577 and Tract N1 ("Winterset Park 15th Plat"), recorded in the Recorder's Office on January 29, 2003 as Document No. 2003I0010880;

(i) Which said plat was subjected to a Declaration of Covenants, Conditions and Restrictions for Winterset Park ("Winterset Park 15th Plat Declaration") dated December 20, 2002 and recorded in the Recorder's Office on January 29, 2003 as Document No. 2003I0010881.

(ii) The Winterset Park 15th Plat Declaration may be amended pursuant to Article X, Section 10.02 and requires as follows:

10.02 Amendment

(a) Except as hereinafter specifically provided, this Declaration may not be amended, terminated or modified in any respect except by recording an instrument executed by the proper Association officers and authorized by the Members, subject of course to the rights, if any, of any lienholders of liens on the Property to consent to or approve of such amendment, termination or

modification, pursuant to a resolution to such effect approved in writing by not less than two-thirds (2/3) of the total number of Member.

(b) Notwithstanding the foregoing, during the Development Period this Declaration can be abolished, amended, modified or changed in whole or in part by the Developer in order to, among other things, correct deficiencies of this Declaration as determined to exist by the Developer; to annex property as provided for herein or to deannex Property without Association membership approval but with the written consent of Owners located within the boundaries of the Property to be deannexed (who together with the Developer shall execute a release document for recording with the appropriate office of the Recorder of Deeds); and, to give effect to all of the rights, obligations and duties created or contemplated herein.

(iii) The Winterset Park 15th Plat Declaration defines the Development Period in Article I, Section 1.12 as follows:

1.12 Development Period. "Development Period shall mean and refer to the period of time commencing upon the execution date hereof, and terminating upon the occurrence of the earlier of: (a) the date Developer ends the Development Period or (b) the date Developer sells ninety-five (95%) of all of the Lots in all of the parcels of land located or to be located within the Development Plan.

(iv) The Winterset Park 15th Plat Declaration defines the Development Plan in Article I, Section 1.13 as follows:

1.13 Development Plan. "Development Plan" shall mean and refer to Developer's plans for the development of the Winterset Park Community which, as of the date hereof, contemplate both residential and commercial uses and which plans may from time to time be amended, expanded, changed, abandoned or implemented and include each and every plat, and all amendments thereto, which may be filed with respect to any portion of the land within the Development Plan.

(v) The real property encumbered by the Winterset Park 15th Plat Declaration is legally described on the Exhibit "16" which is attached hereto and incorporated by reference herein.

V. RUF Lands, LLC, changed its name to Winterset Woods, LLC pursuant to an Amendment of Articles of Organization dated March 8, 2001 and filed with the Missouri Secretary

of State on March 16, 2001. RUF Lands, LLC developed the following described portions of the Winterset Park Community:

(a) Winterset Woods—1st Plat, Lots 800 thru 833 and Tracts A thru P, recorded in the Recorder's Office on December 1, 1999 as Document No. 1999I0094340, with a Minor Plat Winterset Woods—1st Plat Lot 807A, recorded in the Recorder's Office on October 24, 2001 as Document No. 2001I0086765, with a second Minor Plat Winterset Woods—1st Plat Lot 809A, recorded in the Recorder's Office on September 26, 2000 as Document No. 2000I0064130 (collectively referred to herein as "Winterset Woods 1st Plat");

(i) Which said plats were subjected to a Declaration of Covenants, Conditions and Restrictions for Winterset Woods ("Winterset Woods Declaration") dated April 10, 1999 and recorded in the Recorder's Office on December 1, 1999 as Document No. 1999I0094341,

(ii) The Winterset Woods Declaration may be amended pursuant to Article X, Section 10.02 and requires as follows:

10.02 Amendment

(a) Except as hereinafter specifically provided, this Declaration may not be amended, terminated or modified in any respect except by recording an instrument executed by the proper Association officers and authorized by the Members, subject of course to the rights, if any, of any lienholders of liens on the Property to consent to or approve of such amendment, termination or modification, pursuant to a resolution to such effect approved in writing by not less than two-thirds (2/3) of the total number of Member.

(b) Notwithstanding the foregoing, during the Development Period this Declaration can be abolished, amended, modified or changed in whole or in part by the Developer in order to, among other things, correct deficiencies of this Declaration as determined to exist by the Developer; to annex property as provided for herein or to deannex Property without Association membership approval but with the written consent of Owners located within the boundaries of the Property to be deannexed (who together with the Developer shall execute a release document for recording with the appropriate office of the Recorder of Deeds); and, to give effect to all of the rights, obligations and duties created or contemplated herein.

(iii) The Winterset Woods Declaration defines the Development Period in Article I, Section 1.12 as follows:

1.12 Development Period. "Development Period shall mean and refer to the period of time commencing upon the execution date hereof, and terminating upon the occurrence of the earlier of: (a) the date Developer ends the Development Period or (b) the date Developer sells ninety-five (95%) of all of the Lots in all of the parcels of land located or to be located within the Development Plan.

(iv) The Winterset Woods Declaration defines the Development Plan in Article I, Section 1.13 as follows:

1.13 Development Plan. "Development Plan" shall mean and refer to Developer's plans for the development of the Winterset Park Community which, as of the date hereof, contemplate both residential and commercial uses and which plans may from time to time be amended, expanded, changed, abandoned or implemented and include each and every plat, and all amendments thereto, which may be filed with respect to any portion of the land within the Development Plan.

(v) The real property encumbered by the Winterset Woods Declaration is legally described on the Exhibit "17" which is attached hereto and incorporated by reference herein.

VI. Winterset Woods, LLC, developed the following described portions of the Winterset Park Community:

(a) Winterset Woods—2nd Plat, Lots 834 thru 856 and Tracts Q thru X, recorded in the Recorder's Office on August 15, 2001 as Document No. 2001I0064631 with a Minor Plat Winterset Woods—2nd Plat Lot 844A, recorded in the Recorder's Office on February 10, 2005 as Document No. 2005I0011631 (collectively referred to herein as "Winterset Woods 2nd Plat");

(i) Which said plats were subjected to a Declaration of Covenants, Conditions and Restrictions for Winterset Woods ("Winterset Woods 2nd Plat Declaration") dated August 11, 2001 and recorded in the Recorder's Office on August 15, 2001 as Document No. 2001I0064632,

(ii) The Winterset Woods 2nd Plat Declaration may be amended pursuant to Article X, Section 10.02 and requires as follows:

10.02 Amendment

(a) Except as hereinafter specifically provided, this Declaration may not be amended, terminated or modified in any respect except by recording an instrument executed by the proper

Association officers and authorized by the Members, subject of course to the rights, if any, of any lienholders of liens on the Property to consent to or approve of such amendment, termination or modification, pursuant to a resolution to such effect approved in writing by not less than two-thirds (2/3) of the total number of Member.

(b) Notwithstanding the foregoing, during the Development Period this Declaration can be abolished, amended, modified or changed in whole or in part by the Developer in order to, among other things, correct deficiencies of this Declaration as determined to exist by the Developer; to annex property as provided for herein or to deannex Property without Association membership approval but with the written consent of Owners located within the boundaries of the Property to be deannexed (who together with the Developer shall execute a release document for recording with the appropriate office of the Recorder of Deeds); and, to give effect to all of the rights, obligations and duties created or contemplated herein.

(iii) The Winterset Woods 2nd Plat Declaration defines the Development Period in Article I, Section 1.12 as follows:

1.12 Development Period. "Development Period shall mean and refer to the period of time commencing upon the execution date hereof, and terminating upon the occurrence of the earlier of: (a) the date Developer ends the Development Period or (b) the date Developer sells ninety-five (95%) of all of the Lots in all of the parcels of land located or to be located within the Development Plan.

(iv) The Winterset Woods 2nd Plat Declaration defines the Development Plan in Article I, Section 1.13 as follows:

1.13 Development Plan. "Development Plan" shall mean and refer to Developer's plans for the development of the Winterset Park Community which, as of the date hereof, contemplate both residential and commercial uses and which plans may from time to time be amended, expanded, changed, abandoned or implemented and include each and every plat, and all amendments thereto, which may be filed with respect to any portion of the land within the Development Plan.

(v) The real property encumbered by the Winterset Woods 2nd Plat Declaration is legally described on the Exhibit "18" which is attached hereto and incorporated by reference herein.

(b) Winterset Woods—3rd Plat, Lots 857 thru 890 and Tracts Y thru GG (“Winterset Woods 3rd Plat”), recorded in the Recorder’s Office on January 7, 2003 as Document No. 2003I0002463;

(i) Which said plat was subjected to a Declaration of Covenants, Conditions and Restrictions for Winterset Woods (“Winterset Woods 3rd Plat Declaration”) dated October 28, 2002 and recorded in the Recorder’s Office on January 7, 2003 as Document No. 2003I0002464,

(ii) The Winterset Woods 3rd Plat Declaration may be amended pursuant to Article X, Section 10.02 and requires as follows:

10.02 Amendment

(a) Except as hereinafter specifically provided, this Declaration may not be amended, terminated or modified in any respect except by recording an instrument executed by the proper Association officers and authorized by the Members, subject of course to the rights, if any, of any lienholders of liens on the Property to consent to or approve of such amendment, termination or modification, pursuant to a resolution to such effect approved in writing by not less than two-thirds (2/3) of the total number of Member.

(b) Notwithstanding the foregoing, during the Development Period this Declaration can be abolished, amended, modified or changed in whole or in part by the Developer in order to, among other things, correct deficiencies of this Declaration as determined to exist by the Developer; to annex property as provided for herein or to deannex Property without Association membership approval but with the written consent of Owners located within the boundaries of the Property to be deannexed (who together with the Developer shall execute a release document for recording with the appropriate office of the Recorder of Deeds); and, to give effect to all of the rights, obligations and duties created or contemplated herein.

(iii) The Winterset Woods 3rd Plat Declaration defines the Development Period in Article I, Section 1.12 as follows:

1.12 Development Period. “Development Period shall mean and refer to the period of time commencing upon the execution date hereof, and terminating upon the occurrence of the earlier of: (a) the date Developer ends the Development Period or (b) the date Developer sells ninety-five (95%) of all of the Lots in all of the

parcels of land located or to be located within the Development Plan.

(iv) The Winterset Woods 3rd Plat Declaration defines the Development Plan in Article I, Section 1.13 as follows:

1.13 Development Plan. "Development Plan" shall mean and refer to Developer's plans for the development of the Winterset Park Community which, as of the date hereof, contemplate both residential and commercial uses and which plans may from time to time be amended, expanded, changed, abandoned or implemented and include each and every plat, and all amendments thereto, which may be filed with respect to any portion of the land within the Development Plan.

(v) The real property encumbered by the Winterset Woods 3rd Plat Declaration is legally described on the Exhibit "19" which is attached hereto and incorporated by reference herein.

VII. Gale Communities, Inc., developed the following described portions of the Winterset Park Community:

(a) Winterset Valley—1st Plat, Lots 1101 thru 1153 and Tracts A thru H, J thru N and P thru S ("Winterset Valley 1st Plat"), recorded in the Recorder's Office on January 7, 2004 as Document No. 2004I0001913;

(i) Which said plat was subjected to a Declaration of Covenants, Conditions and Restrictions for Winterset Valley ("Winterset Valley Declaration") dated July 26, 2003 and recorded in the Recorder's Office on January 7, 2004 as Document No. 2004I0001914,

(ii) The Winterset Valley Declaration may be amended pursuant to Article X, Section 10.02 and requires as follows:

10.02 Amendment

(a) Except as hereinafter specifically provided, this Declaration may not be amended, terminated or modified in any respect except by recording an instrument executed by the proper Association officers and authorized by the Members, subject of course to the rights, if any, of any lienholders of liens on the Property to consent to or approve of such amendment, termination or modification, pursuant to a resolution to such effect approved in writing by not less than two-thirds (2/3) of the total number of Member.

(b) Notwithstanding the foregoing, during the

Development Period this Declaration can be abolished, amended, modified or changed in whole or in part by the Developer in order to, among other things, correct deficiencies of this Declaration as determined to exist by the Developer; to annex property as provided for herein or to deannex Property without Association membership approval but with the written consent of Owners located within the boundaries of the Property to be deannexed (who together with the Developer shall execute a release document for recording with the appropriate office of the Recorder of Deeds); and, to give effect to all of the rights, obligations and duties created or contemplated herein.

(iii) The Winterset Valley Declaration defines the Development Period in Article I, Section 1.12 as follows:

1.12 Development Period. "Development Period shall mean and refer to the period of time commencing upon the execution date hereof, and terminating upon the occurrence of the earlier of: (a) the date Developer ends the Development Period or (b) the date Developer sells ninety-five (95%) of all of the Lots in all of the parcels of land located or to be located within the Development Plan.

(iv) The Winterset Valley Declaration defines the Development Plan in Article I, Section 1.13 as follows:

1.13 Development Plan. "Development Plan" shall mean and refer to Developer's plans for the development of the Winterset Park community of which Winterset Valley is a part of, which, as of the date hereof, contemplate both residential and commercial uses and which plans may from time to time be amended, expanded, changed, abandoned or implemented and include each and every plat, and all amendments thereto, which may be filed with respect to any portion of the land within the Development Plan.

(v) The real property encumbered by the Winterset Valley Declaration is legally described on the Exhibit "20" which is attached hereto and incorporated by reference herein.

(b) Winterset Valley—2nd Plat, Lots 1197 thru 1236 and Tracts A2 thru H2 ("Winterset Valley 2nd Plat"), recorded in the Recorder's Office on September 20, 2005 as Document No. 2005I0082838;

(i) Which said plat was subjected to a Declaration of Covenants, Conditions and Restrictions for Winterset Valley ("Winterset Valley 2nd and 3rd Plat Declaration") dated March 30, 2005 and recorded in the Recorder's Office on

August 4, 2005 as Document No. 2005I0067474 and later re-recorded on September 20, 2005 as Document No. 2005I0082839,

(ii) The Winterset Valley 2nd and 3rd Plat Declaration may be amended pursuant to Article X, Section 10.02 and requires as follows:

10.02 Amendment

(a) Except as hereinafter specifically provided, this Declaration may not be amended, terminated or modified in any respect except by recording an instrument executed by the proper Association officers and authorized by the Members, subject of course to the rights, if any, of any lienholders of liens on the Property to consent to or approve of such amendment, termination or modification, pursuant to a resolution to such effect approved in writing by not less than two-thirds (2/3) of the total number of Member.

(b) Notwithstanding the foregoing, during the Development Period this Declaration can be abolished, amended, modified or changed in whole or in part by the Developer in order to, among other things, correct deficiencies of this Declaration as determined to exist by the Developer; to annex property as provided for herein or to deannex Property without Association membership approval but with the written consent of Owners located within the boundaries of the Property to be deannexed (who together with the Developer shall execute a release document for recording with the appropriate office of the Recorder of Deeds); and, to give effect to all of the rights, obligations and duties created or contemplated herein.

(iii) The Winterset Valley 2nd and 3rd Plat Declaration defines the Development Period in Article I, Section 1.12 as follows:

1.12 Development Period. "Development Period shall mean and refer to the period of time commencing upon the execution date hereof, and terminating upon the occurrence of the earlier of: (a) the date Developer ends the Development Period or (b) the date Developer sells ninety-five (95%) of all of the Lots in all of the parcels of land located or to be located within the Development Plan.

(iv) The Winterset Valley 2nd and 3rd Plat Declaration defines the Development Plan in Article I, Section 1.13 as follows:

1.13 Development Plan. "Development Plan" shall mean and refer to Developer's plans for the development of the Winterset

Park community of which Winterset Valley is a part of, which, as of the date hereof, contemplate both residential and commercial uses and which plans may from time to time be amended, expanded, changed, abandoned or implemented and include each and every plat, and all amendments thereto, which may be filed with respect to any portion of the land within the Development Plan.

(v) The real property encumbered by the Winterset Valley 2nd and 3rd Plat Declaration is legally described on the Exhibit "21" which is attached hereto and incorporated by reference herein.

(c) Winterset Valley—3rd Plat, Lots 1154 thru 1196 and Tracts A3 thru G3 ("Winterset Valley 3rd Plat"), recorded in the Recorder's Office on August 4, 2005 as Document No. 2005I0067473;

(i) Which said plat was subjected to the Winterset Valley 2nd and 3rd Plat Declaration, dated March 30, 2005 and recorded in the Recorder's Office on August 4, 2005 as Document No. 2005I0067474 and later re-recorded on September 20, 2005 as Document No. 2005I0082839,

(ii) The Winterset Valley 2nd and 3rd Plat Declaration may be amended pursuant to Article X, Section 10.02 and requires as follows:

10.02 Amendment

(a) Except as hereinafter specifically provided, this Declaration may not be amended, terminated or modified in any respect except by recording an instrument executed by the proper Association officers and authorized by the Members, subject of course to the rights, if any, of any lienholders of liens on the Property to consent to or approve of such amendment, termination or modification, pursuant to a resolution to such effect approved in writing by not less than two-thirds (2/3) of the total number of Member.

(b) Notwithstanding the foregoing, during the Development Period this Declaration can be abolished, amended, modified or changed in whole or in part by the Developer in order to, among other things, correct deficiencies of this Declaration as determined to exist by the Developer; to annex property as provided for herein or to deannex Property without Association membership approval but with the written consent of Owners located within the boundaries of the Property to be deannexed (who together with the Developer shall execute a release document for recording with the appropriate office of the Recorder of Deeds); and, to give effect to all of the rights, obligations and duties created or contemplated

herein.

(iii) The Winterset Valley 2nd and 3rd Declaration defines the Development Period in Article I, Section 1.12 as follows:

1.12 Development Period. "Development Period shall mean and refer to the period of time commencing upon the execution date hereof, and terminating upon the occurrence of the earlier of: (a) the date Developer ends the Development Period or (b) the date Developer sells ninety-five (95%) of all of the Lots in all of the parcels of land located or to be located within the Development Plan.

(iv) The Winterset Valley 2nd and 3rd Plat Declaration defines the Development Plan in Article I, Section 1.13 as follows:

1.13 Development Plan. "Development Plan" shall mean and refer to Developer's plans for the development of the Winterset Park community of which Winterset Valley is a part of, which, as of the date hereof, contemplate both residential and commercial uses and which plans may from time to time be amended, expanded, changed, abandoned or implemented and include each and every plat, and all amendments thereto, which may be filed with respect to any portion of the land within the Development Plan.

(v) The real property encumbered by the Winterset Valley 2nd and 3rd Declaration is legally described on the Exhibit "22" which is attached hereto and incorporated by reference herein.

(d) Winterset Valley—4th Plat, Lots 1237 thru 1290 and Tracts A-4 thru H-4, recorded in the Recorder's Office on May 30, 2007 as Document No. 2007E0071318 with a Minor Plat Winterset Valley—4th Plat Lot 1254A Winterset Valley—4th Plat Lots 1237-1290 Tracts A-4 Thru H-4 Replat of Lot 1254 Winterset Valley 4th Plat Lots 1237-1290 Tracts A-4 Thru H-4, recorded in the Recorder's Office on May 14, 2010 as Document No. 2010E0046237 and a Final Plat of Winterset Valley Lots 1280A Thru 1282A, 1294A Thru 1297A and 1298B (A Replat of Winterset Valley, Lot 1298A & Lots 1280-1282, Winterset Valley 4th Plat & of Lots 1294-1297, Winterset Valley 6th Plat) recorded in the Recorder's Office on February 25, 2013 as Document No. 2013E0018771 (collectively referred to herein as "Winterset Valley 4th Plat");

(i) Which said plats were subjected to a Declaration of Covenants, Conditions and Restrictions for Winterset Valley ("Winterset Valley 4th Plat Declaration") dated April 16, 2007 and recorded in the Recorder's Office on May 30, 2007 as Document No. 2007E0071319,

(ii) The Winterset Valley 4th Plat Declaration may be amended pursuant

to Article X, Section 10.02 and requires as follows:

10.02 Amendment

(a) Except as hereinafter specifically provided, this Declaration may not be amended, terminated or modified in any respect except by recording an instrument executed by the proper Association officers and authorized by the Members, subject of course to the rights, if any, of any lienholders of liens on the Property to consent to or approve of such amendment, termination or modification, pursuant to a resolution to such effect approved in writing by not less than two-thirds (2/3) of the total number of Member.

(b) Notwithstanding the foregoing, during the Development Period this Declaration can be abolished, amended, modified or changed in whole or in part by the Developer in order to, among other things, correct deficiencies of this Declaration as determined to exist by the Developer; to annex property as provided for herein or to deannex Property without Association membership approval but with the written consent of Owners located within the boundaries of the Property to be deannexed (who together with the Developer shall execute a release document for recording with the appropriate office of the Recorder of Deeds); and, to give effect to all of the rights, obligations and duties created or contemplated herein.

(iii) The Winterset Valley 4th Plat Declaration defines the Development Period in Article I, Section 1.12 as follows:

1.12 Development Period. "Development Period shall mean and refer to the period of time commencing upon the execution date hereof, and terminating upon the occurrence of the earlier of: (a) the date Developer ends the Development Period or (b) the date Developer sells ninety-five (95%) of all of the Lots in all of the parcels of land located or to be located within the Development Plan.

(iv) The Winterset Valley 4th Plat Declaration defines the Development Plan in Article I, Section 1.13 as follows:

1.13 Development Plan. "Development Plan" shall mean and refer to Developer's plans for the development of the Winterset Park community of which Winterset Valley is a part of, which, as of the date hereof, contemplate both residential and commercial uses and which plans may from time to time by amended, expanded, changed, abandoned or implemented and include each and every

plat, and all amendments thereto, which may be filed with respect to any portion of the land within the Development Plan.

(v) The real property encumbered by the Winterset Valley 4th Plat Declaration is legally described on the Exhibit "23" which is attached hereto and incorporated by reference herein.

(e) Winterset Valley—5th Plat, Lots 1283 thru 1289 and Tracts A-5 ("Winterset Valley 5th Plat"), recorded in the Recorder's Office on September 1, 2010 as Document No. 2010E0085122 (recorded by and on behalf of Pfeifer King Building Corporation);

(i) Which said plat was subjected by Gale Communities, Inc., to a Declaration of Covenants, Conditions and Restrictions for Winterset Valley ("Winterset Valley 5th Plat Declaration") dated January 12, 2010 and recorded in the Recorder's Office on January 28, 2010 as Document No. 2010E0009237,

(ii) The Winterset Valley 5th Plat Declaration may be amended pursuant to Article X, Section 10.02 and requires as follows:

10.02 Amendment

(a) Except as hereinafter specifically provided, this Declaration may not be amended, terminated or modified in any respect except by recording an instrument executed by the proper Association officers and authorized by the Members, subject of course to the rights, if any, of any lienholders of liens on the Property to consent to or approve of such amendment, termination or modification, pursuant to a resolution to such effect approved in writing by not less than two-thirds (2/3) of the total number of Member.

(b) Notwithstanding the foregoing, during the Development Period this Declaration can be abolished, amended, modified or changed in whole or in part by the Developer in order to, among other things, correct deficiencies of this Declaration as determined to exist by the Developer; to annex property as provided for herein or to deannex Property without Association membership approval but with the written consent of Owners located within the boundaries of the Property to be deannexed (who together with the Developer shall execute a release document for recording with the appropriate office of the Recorder of Deeds); and, to give effect to all of the rights, obligations and duties created or contemplated herein.

(iii) The Winterset Valley 5th Plat Declaration defines the Development Period in Article I, Section 1.12 as follows:

1.12 Development Period. "Development Period shall mean and refer to the period of time commencing upon the execution date hereof, and terminating upon the occurrence of the earlier of: (a) the date Developer ends the Development Period or (b) the date Developer sells ninety-five (95%) of all of the Lots in all of the parcels of land located or to be located within the Development Plan.

(iv) The Winterset Valley 5th Plat Declaration defines the Development Plan in Article I, Section 1.13 as follows:

1.13 Development Plan. "Development Plan" shall mean and refer to Developer's plans for the development of the Winterset Park community of which Winterset Valley is a part of, which, as of the date hereof, contemplate both residential and commercial uses and which plans may from time to time be amended, expanded, changed, abandoned or implemented and include each and every plat, and all amendments thereto, which may be filed with respect to any portion of the land within the Development Plan.

(v) The real property encumbered by the Winterset Valley 5th Plat Declaration is legally described on the Exhibit "24" which is attached hereto and incorporated by reference herein.

VIII. Winterset 6, LLC developed the following described portions of the Winterset Park Community:

(a) Winterset Valley 6th Plat, Lots 1290 thru 1312, recorded in the Recorder's Office on January 23, 2012 as Document No. 2012E0007145 with a Minor Plat Winterset Valley Lot 1298A, recorded in the Recorder's Office on May 2, 2012 as Document No. 2012E0047278 and a Final Plat of Winterset Valley Lots 1280A Thru 1282A, 1294A Thru 1297A and 1298B (A Replat of Winterset Valley, Lot 1298A & Lots 1280-1282, Winterset Valley 4th Plat & of Lots 1294-1297, Winterset Valley 6th Plat) recorded in the Recorder's Office on February 25, 2013 as Document No. 2013E0018771 (collectively referred to herein as "Winterset Valley 6th Plat");

(i) Which said plats were subjected by Gale Communities, Inc., First Community Bank and Winterset 6, LLC to the Winterset Valley 2nd and 3rd Plat Declaration dated March 30, 2005 and recorded in the Recorder's Office on September 20, 2005 as Document No. 2005I0082839 pursuant to a Supplemental Declaration to Declaration of Easements, Covenants, Conditions and Restrictions for Winterset Valley ("6th Plat Supplemental Declaration") dated September 16, 2011 and recorded in the Recorder's Office on September 19, 2011 as Document No. 2011E0086572,

(ii) The Winterset Valley 2nd and 3rd Plat Declaration as adopted by the 6th Plat Supplemental Declaration may be amended pursuant to Article X, Section 10.02 and requires as follows:

10.02 Amendment

(a) Except as hereinafter specifically provided, this Declaration may not be amended, terminated or modified in any respect except by recording an instrument executed by the proper Association officers and authorized by the Members, subject of course to the rights, if any, of any lienholders of liens on the Property to consent to or approve of such amendment, termination or modification, pursuant to a resolution to such effect approved in writing by not less than two-thirds (2/3) of the total number of Member.

(b) Notwithstanding the foregoing, during the Development Period this Declaration can be abolished, amended, modified or changed in whole or in part by the Developer in order to, among other things, correct deficiencies of this Declaration as determined to exist by the Developer; to annex property as provided for herein or to deannex Property without Association membership approval but with the written consent of Owners located within the boundaries of the Property to be deannexed (who together with the Developer shall execute a release document for recording with the appropriate office of the Recorder of Deeds); and, to give effect to all of the rights, obligations and duties created or contemplated herein.

(iii) The Winterset Valley 2nd and 3rd Plat Declaration as adopted by the 6th Plat Supplemental Declaration defines the Development Period in Article I, Section 1.12 as follows:

1.12 Development Period. "Development Period shall mean and refer to the period of time commencing upon the execution date hereof, and terminating upon the occurrence of the earlier of: (a) the date Developer ends the Development Period or (b) the date Developer sells ninety-five (95%) of all of the Lots in all of the parcels of land located or to be located within the Development Plan.

(iv) The Winterset Valley 2nd and 3rd Plat Declaration as adopted by the 6th Plat Supplemental Declaration defines the Development Plan in Article I, Section 1.13 as follows:

1.13 Development Plan. "Development Plan" shall mean and refer to Developer's plans for the development of the Winterset

Park community of which Winterset Valley is a part of, which, as of the date hereof, contemplate both residential and commercial uses and which plans may from time to time be amended, expanded, changed, abandoned or implemented and include each and every plat, and all amendments thereto, which may be filed with respect to any portion of the land within the Development Plan.

(v) The real property encumbered by the 6th Plat Supplemental Declaration is legally described on the Exhibit "25" which is attached hereto and incorporated by reference herein.

(b) Winterset Valley—10th Plat, Lots 1358 thru 1410 and Tracts A10 thru H10 ("Winterset Valley 10th Plat"), recorded in the Recorder's Office on November 13, 2014, as Document No. 2014E0094859;

(i) Which said plat was subjected by Winterset 6, LLC, to a Winterset Valley Phase 10 Declaration of Covenants, Conditions and Restrictions ("Winterset Valley 10th Plat Declaration") dated October 27, 2014, and recorded in the Recorder's Office on November 13, 2014, as Document No. 2014E0094860,

(ii) The Winterset Valley 10th Plat Declaration may be amended pursuant to Article X, Section 10.02 and requires as follows:

10.02 Amendment

(a) Except as hereinafter specifically provided, this Declaration may not be amended, terminated or modified in any respect except by recording an instrument executed by the proper Association officers and authorized by the Members, subject of course to the rights, if any, of any lienholders of liens on the Property to consent to or approve of such amendment, termination or modification, pursuant to a resolution to such effect approved in writing by not less than two-thirds (2/3) of the total number of Member.

(b) Notwithstanding the foregoing, during the Development Period this Declaration can be abolished, amended, modified or changed in whole or in part by the Developer in order to, among other things, correct deficiencies of this Declaration as determined to exist by the Developer; to annex property as provided for herein or to deannex Property without Association membership approval but with the written consent of Owners located within the boundaries of the Property to be deannexed (who together with the Developer shall execute a release document for recording with the appropriate office of the Recorder of Deeds); and, to give effect to all of the rights, obligations and duties created or contemplated

herein.

(iii) The Winterset Valley 10th Plat Declaration defines the Development Period in Article I, Section 1.12 as follows:

1.12 Development Period. “Development Period shall mean and refer to the period of time commencing upon the execution date hereof, and terminating upon the occurrence of the earlier of: (a) the date Developer ends the Development Period or (b) the date Developer sells ninety-five (95%) of all of the Lots in all of the parcels of land located or to be located within the Development Plan.

(iv) The Winterset Valley 10th Plat Declaration defines the Development Plan in Article I, Section 1.13 as follows:

1.13 Development Plan. “Development Plan” shall mean and refer to Developer’s plans for the development of the Winterset Community of which Winterset Valley is a part of, which, as of the date hereof, contemplate both residential and commercial uses and which plans may from time to time be amended, expanded, changed, abandoned or implemented and include each and every plat, and all amendments thereto, which may be filed with respect to any portion of the land within the Development Plan.

(v) The real property encumbered by the Winterset Valley 10th Plat Declaration is legally described on the Exhibit “26” which is attached hereto and incorporated by reference herein.

(c) Winterset Valley—11th Plat, Lots 1392A, 1411 thru 1434 and Tracts A11 (“Winterset Valley 11th Plat”), recorded in the Recorder’s Office on January 9, 2018, as Document No. 2018E0002254;

(i) Which said plat was subjected by Winterset 6, LLC, to a Declaration of Covenants, Conditions and Restrictions For Winterset Valley Plat 11 (“Winterset Valley 11th Plat Declaration”) dated March 7, 2018, and recorded in the Recorder’s Office on March 14, 2018, as Document No. 2018E0020962,

(ii) The Winterset Valley 11th Plat Declaration may be amended pursuant to Article X, Section 10.02 and requires as follows:

10.02 Amendment

(a) Except as hereinafter specifically provided, this Declaration may not be amended, terminated or modified in any respect except by recording an instrument executed by the proper Association officers and authorized by the Members, subject of

course to the rights, if any, of any lienholders of liens on the Property to consent to or approve of such amendment, termination or modification, pursuant to a resolution to such effect approved in writing by not less than two-thirds (2/3) of the total number of Member.

(b) Notwithstanding the foregoing, during the Development Period this Declaration can be abolished, amended, modified or changed in whole or in part by the Developer in order to, among other things, correct deficiencies of this Declaration as determined to exist by the Developer; to annex property as provided for herein or to deannex Property without Association membership approval but with the written consent of Owners located within the boundaries of the Property to be deannexed (who together with the Developer shall execute a release document for recording with the appropriate office of the Recorder of Deeds); and, to give effect to all of the rights, obligations and duties created or contemplated herein.

(iii) The Winterset Valley 11th Plat Declaration defines the Development Period in Article I, Section 1.12 as follows:

1.12 Development Period. "Development Period shall mean and refer to the period of time commencing upon the execution date hereof, and terminating upon the occurrence of the earlier of: (a) the date Developer ends the Development Period or (b) the date Developer sells ninety-five (95%) of all of the Lots in all of the parcels of land located or to be located within the Development Plan.

(iv) The Winterset Valley 11th Plat Declaration defines the Development Plan in Article I, Section 1.13 as follows:

1.13 Development Plan. "Development Plan" shall mean and refer to Developer's plans for the development of the Winterset Community of which Winterset Valley is a part of, which, as of the date hereof, contemplate both residential and commercial uses and which plans may from time to time be amended, expanded, changed, abandoned or implemented and include each and every plat, and all amendments thereto, which may be filed with respect to any portion of the land within the Development Plan.

(v) The real property encumbered by the Winterset Valley 11th Plat Declaration is legally described on the Exhibit "27" which is attached hereto and incorporated by reference herein.

(d) Winterset Valley—12th Plat, Lots 1435 thru 1471 & Tracts A12 thru D12 (“Winterset Valley 12th Plat”), recorded in the Recorder’s Office on August 22, 2019, as Document No. 2019E0066556;

(i) Which said plat was subjected by Winterset 6, LLC, to a Declaration of Covenants, Conditions and Restrictions For Winterset Valley Plat 12 (“Winterset Valley 12th Plat Declaration”) dated August 3, 2019, and recorded in the Recorder’s Office on September 4, 2019, as Document No. 2019E0069785,

(ii) The Winterset Valley 12th Plat Declaration may be amended pursuant to Article X, Section 10.02 and requires as follows:

10.02 Amendment

(a) Except as hereinafter specifically provided, this Declaration may not be amended, terminated or modified in any respect except by recording an instrument executed by the proper Association officers and authorized by the Members, subject of course to the rights, if any, of any lienholders of liens on the Property to consent to or approve of such amendment, termination or modification, pursuant to a resolution to such effect approved in writing by not less than two-thirds (2/3) of the total number of Member.

(b) Notwithstanding the foregoing, during the Development Period this Declaration can be abolished, amended, modified or changed in whole or in part by the Developer in order to, among other things, correct deficiencies of this Declaration as determined to exist by the Developer; to annex property as provided for herein or to deannex Property without Association membership approval but with the written consent of Owners located within the boundaries of the Property to be deannexed (who together with the Developer shall execute a release document for recording with the appropriate office of the Recorder of Deeds); and, to give effect to all of the rights, obligations and duties created or contemplated herein.

(iii) The Winterset Valley 12th Plat Declaration defines the Development Period in Article I, Section 1.12 as follows:

1.12 Development Period. “Development Period shall mean and refer to the period of time commencing upon the execution date hereof, and terminating upon the occurrence of the earlier of: (a) the date Developer ends the Development Period or (b) the date Developer sells ninety-five (95%) of all of the Lots in all of the parcels of land located or to be located within the Development Plan.

(iv) The Winterset Valley 12th Plat Declaration defines the Development Plan in Article I, Section 1.13 as follows:

1.13 Development Plan. "Development Plan" shall mean and refer to Developer's plans for the development of the Winterset Community of which Winterset Valley is a part of, which, as of the date hereof, contemplate both residential and commercial uses and which plans may from time to time be amended, expanded, changed, abandoned or implemented and include each and every plat, and all amendments thereto, which may be filed with respect to any portion of the land within the Development Plan.

(v) The real property encumbered by the Winterset Valley 12th Plat Declaration is legally described on the Exhibit "28" which is attached hereto and incorporated by reference herein.

(e) Winterset Valley—13th Plat, Lots 1472 thru 1487 ("Winterset Valley 13th Plat"), recorded in the Recorder's Office on December 22, 2020, as Document No. 2020E0123025;

(i) Which said plat was subjected by Winterset 6, LLC, to a Declaration of Covenants, Conditions and Restrictions For Winterset Valley Plat 13 ("Winterset Valley 13th Plat Declaration") dated September 29, 2021, and recorded in the Recorder's Office on November 24, 2021, as Document No. 2021E0129344,

(ii) The Winterset Valley 13th Plat Declaration may be amended pursuant to Article X, Section 10.02 and requires as follows:

10.02 Amendment

(a) Except as hereinafter specifically provided, this Declaration may not be amended, terminated or modified in any respect except by recording an instrument executed by the proper Association officers and authorized by the Members, subject of course to the rights, if any, of any lienholders of liens on the Property to consent to or approve of such amendment, termination or modification, pursuant to a resolution to such effect approved in writing by not less than two-thirds (2/3) of the total number of Member.

(b) Notwithstanding the foregoing, during the Development Period this Declaration can be abolished, amended, modified or changed in whole or in part by the Developer in order to, among other things, correct deficiencies of this Declaration as determined to exist by the Developer; to annex property as provided

for herein or to deannex Property without Association membership approval but with the written consent of Owners located within the boundaries of the Property to be deannexed (who together with the Developer shall execute a release document for recording with the appropriate office of the Recorder of Deeds); and, to give effect to all of the rights, obligations and duties created or contemplated herein.

(iii) The Winterset Valley 13th Plat Declaration defines the Development Period in Article I, Section 1.12 as follows:

1.12 Development Period. "Development Period shall mean and refer to the period of time commencing upon the execution date hereof, and terminating upon the occurrence of the earlier of: (a) the date Developer ends the Development Period or (b) the date Developer sells ninety-five (95%) of all of the Lots in all of the parcels of land located or to be located within the Development Plan.

(iv) The Winterset Valley 13th Plat Declaration defines the Development Plan in Article I, Section 1.13 as follows:

1.13 Development Plan. "Development Plan" shall mean and refer to Developer's plans for the development of the Winterset Community of which Winterset Valley is a part of, which, as of the date hereof, contemplate both residential and commercial uses and which plans may from time to time be amended, expanded, changed, abandoned or implemented and include each and every plat, and all amendments thereto, which may be filed with respect to any portion of the land within the Development Plan.

(v) The real property encumbered by the Winterset Valley 13th Plat Declaration is legally described on the Exhibit "29" which is attached hereto and incorporated by reference herein.

IX. Winterset 7, LLC developed the following described portions of the Winterset Park Community:

(a) Winterset Valley 7th Plat, Lots 1313 thru 1334 ("Winterset Valley 7th Plat"), recorded in the Recorder's Office on April 30, 2013 as Document No. 2013E0043846;

(i) Which said plat was subjected by Gale Communities, Inc., First Community Bank and Winterset 7, LLC to the Winterset Valley 2nd and 3rd Plat Declaration dated March 30, 2005 and recorded in the Recorder's Office on September 20, 2005 as Document No. 2005I0082839 pursuant to a Supplemental Declaration to Declaration of Easements, Covenants, Conditions and Restrictions

for Winterset Valley (“7th Plat Supplemental Declaration”) dated August 30, 2012 and recorded in the Recorder’s Office on August 31, 2012 as Document No. 2012E0093909,

(ii) The Winterset Valley 2nd and 3rd Plat Declaration as adopted by the 7th Plat Supplemental Declaration may be amended pursuant to Article X, Section 10.02 and requires as follows:

10.02 Amendment

(a) Except as hereinafter specifically provided, this Declaration may not be amended, terminated or modified in any respect except by recording an instrument executed by the proper Association officers and authorized by the Members, subject of course to the rights, if any, of any lienholders of liens on the Property to consent to or approve of such amendment, termination or modification, pursuant to a resolution to such effect approved in writing by not less than two-thirds (2/3) of the total number of Member.

(b) Notwithstanding the foregoing, during the Development Period this Declaration can be abolished, amended, modified or changed in whole or in part by the Developer in order to, among other things, correct deficiencies of this Declaration as determined to exist by the Developer; to annex property as provided for herein or to deannex Property without Association membership approval but with the written consent of Owners located within the boundaries of the Property to be deannexed (who together with the Developer shall execute a release document for recording with the appropriate office of the Recorder of Deeds); and, to give effect to all of the rights, obligations and duties created or contemplated herein.

(iii) The Winterset Valley 2nd and 3rd Plat Declaration as adopted by the 7th Plat Supplemental Declaration defines the Development Period in Article I, Section 1.12 as follows:

1.12 Development Period. “Development Period shall mean and refer to the period of time commencing upon the execution date hereof, and terminating upon the occurrence of the earlier of: (a) the date Developer ends the Development Period or (b) the date Developer sells ninety-five (95%) of all of the Lots in all of the parcels of land located or to be located within the Development Plan.

(iv) The Winterset Valley 2nd and 3rd Plat Declaration as adopted by the 7th Plat Supplemental Declaration defines the Development Plan in Article I,

Section 1.13 as follows:

1.13 Development Plan. "Development Plan" shall mean and refer to Developer's plans for the development of the Winterset Park Community of which Winterset Valley is a part of, which, as of the date hereof, contemplate both residential and commercial uses and which plans may from time to time be amended, expanded, changed, abandoned or implemented and include each and every plat, and all amendments thereto, which may be filed with respect to any portion of the land within the Development Plan.

(v) The real property encumbered by the 7th Plat Supplemental Declaration is legally described on the Exhibit "30" which is attached hereto and incorporated by reference herein.

(b) Winterset Valley 8th Plat, Lots 1335 Thru 1357 & Tracts A8 Thru D8 ("Winterset Valley 8th Plat"), recorded in the Recorder's Office on May 23, 2014 as Document No. 2014E0041334,

(i) Which said plat was subjected to a Declaration of Covenants, Conditions and Restrictions for Winterset Valley ("Winterset Valley 8th and 9th Plat Declaration") dated June 27, 2013 and recorded in the Recorder's Office on July 9, 2013 as Document No. 2013E0070512,

(ii) The Winterset Valley 8th and 9th Plat Declaration may be amended pursuant to Article X, Section 10.02 and requires as follows:

10.02 Amendment

(a) Except as hereinafter specifically provided, this Declaration may not be amended, terminated or modified in any respect except by recording an instrument executed by the proper Association officers and authorized by the Members, subject of course to the rights, if any, of any lienholders of liens on the Property to consent to or approve of such amendment, termination or modification, pursuant to a resolution to such effect approved in writing by not less than two-thirds (2/3) of the total number of Member.

(b) Notwithstanding the foregoing, during the Development Period this Declaration can be abolished, amended, modified or changed in whole or in part by the Developer in order to, among other things, correct deficiencies of this Declaration as determined to exist by the Developer; to annex property as provided for herein or to deannex Property without Association membership approval but with the written consent of Owners located within the

boundaries of the Property to be deannexed (who together with the Developer shall execute a release document for recording with the appropriate office of the Recorder of Deeds); and, to give effect to all of the rights, obligations and duties created or contemplated herein.

(iii) The Winterset Valley 8th and 9th Plat Declaration defines the Development Period in Article I, Section 1.12 as follows:

1.12 Development Period. "Development Period shall mean and refer to the period of time commencing upon the execution date hereof, and terminating upon the occurrence of the earlier of: (a) the date Developer ends the Development Period or (b) the date Developer sells ninety-five (95%) of all of the Lots in all of the parcels of land located or to be located within the Development Plan.

(iv) The Winterset Valley 8th and 9th Plat Declaration defines the Development Plan in Article I, Section 1.13 as follows:

1.13 Development Plan. "Development Plan" shall mean and refer to Developer's plans for the development of the Winterset Park community of which Winterset Valley is a part of, which, as of the date hereof, contemplate both residential and commercial uses and which plans may from time to time be amended, expanded, changed, abandoned or implemented and include each and every plat, and all amendments thereto, which may be filed with respect to any portion of the land within the Development Plan.

(v) The real property encumbered by the 8th and 9th Plat Declaration is legally described on the Exhibit "31" which is attached hereto and incorporated by reference herein.

(c) Winterset Valley 9th Plat, Tract A-9 ("Winterset Valley 9th Plat"), recorded in the Recorder's Office on July 9, 2013 as Document No. 2013E0070511,

(i) Which said plat was subjected to the Winterset Valley 8th and 9th Plat Declaration" dated June 27, 2013 and recorded in the Recorder's Office on July 9, 2013 as Document No. 2013E0070512,

(ii) The Winterset Valley 8th and 9th Plat Declaration may be amended pursuant to Article X, Section 10.02 and requires as follows:

10.02 Amendment

(a) Except as hereinafter specifically provided, this Declaration may not be amended, terminated or modified in any

respect except by recording an instrument executed by the proper Association officers and authorized by the Members, subject of course to the rights, if any, of any lienholders of liens on the Property to consent to or approve of such amendment, termination or modification, pursuant to a resolution to such effect approved in writing by not less than two-thirds (2/3) of the total number of Member.

(b) Notwithstanding the foregoing, during the Development Period this Declaration can be abolished, amended, modified or changed in whole or in part by the Developer in order to, among other things, correct deficiencies of this Declaration as determined to exist by the Developer; to annex property as provided for herein or to deannex Property without Association membership approval but with the written consent of Owners located within the boundaries of the Property to be deannexed (who together with the Developer shall execute a release document for recording with the appropriate office of the Recorder of Deeds); and, to give effect to all of the rights, obligations and duties created or contemplated herein.

(iii) The Winterset Valley 8th and 9th Plat Declaration defines the Development Period in Article I, Section 1.12 as follows:

1.12 Development Period. "Development Period shall mean and refer to the period of time commencing upon the execution date hereof, and terminating upon the occurrence of the earlier of: (a) the date Developer ends the Development Period or (b) the date Developer sells ninety-five (95%) of all of the Lots in all of the parcels of land located or to be located within the Development Plan.

(iv) The Winterset Valley 8th and 9th Plat Declaration defines the Development Plan in Article I, Section 1.13 as follows:

1.13 Development Plan. "Development Plan" shall mean and refer to Developer's plans for the development of the Winterset Park community of which Winterset Valley is a part of, which, as of the date hereof, contemplate both residential and commercial uses and which plans may from time to time be amended, expanded, changed, abandoned or implemented and include each and every plat, and all amendments thereto, which may be filed with respect to any portion of the land within the Development Plan.

(v) The real property encumbered by the 8th and 9th Plat Declaration is legally described on the Exhibit "31" previously attached hereto and incorporated

by reference herein for the Winterset Valley 8th Plat.

(d) The Ridge at Winterset Summit, Lots 1601 – 1605 and Tract A (“Ridge at Winterset Summit Plat”), recorded in the Recorder’s Office on February 25, 2022 as Document No. 2022E0018320,

(i) Which said plat was subjected to a Declaration of Covenants, Conditions and Restrictions for the Ridge at Winterset Summit (“Winterset Ridge Declaration”) dated October 7, 2021 and recorded in the Recorder’s Office on February 25, 2022 as Document No. 2022E0018321,

(ii) The Winterset Ridge Declaration may be amended pursuant to Article X, Section 10.02 and requires as follows:

10.02 Amendment

(a) Except as hereinafter specifically provided, this Declaration may not be amended, terminated or modified in any respect except by recording an instrument executed by the proper Association officers and authorized by the Members, subject of course to the rights, if any, of any lienholders of liens on the Property to consent to or approve of such amendment, termination or modification, pursuant to a resolution to such effect approved in writing by not less than two-thirds (2/3) of the total number of Member.

(b) Notwithstanding the foregoing, during the Development Period this Declaration can be abolished, amended, modified or changed in whole or in part by the Developer in order to, among other things, correct deficiencies of this Declaration as determined to exist by the Developer; to annex property as provided for herein or to deannex Property without Association membership approval but with the written consent of Owners located within the boundaries of the Property to be deannexed (who together with the Developer shall execute a release document for recording with the appropriate office of the Recorder of Deeds); and, to give effect to all of the rights, obligations and duties created or contemplated herein.

(iii) The Winterset Ridge Declaration defines the Development Period in Article I, Section 1.12 as follows:

1.12 Development Period. “Development Period shall mean and refer to the period of time commencing upon the execution date hereof, and terminating upon the occurrence of the earlier of: (a) the date Developer ends the Development Period or (b) the date

Developer sells ninety-eight (98%) of all of the Lots in all of the parcels of land located or to be located within the Development Plan.

(iv) The Winterset Ridge Declaration defines the Development Plan in Article I, Section 1.13 as follows:

1.13 Development Plan. "Development Plan" shall mean and refer to Developer's plans for the development of the Winterset Park community of which Winterset Valley is a part of, which, as of the date hereof, contemplate both residential and commercial uses and which plans may from time to time be amended, expanded, changed, abandoned or implemented and include each and every plat, and all amendments thereto, which may be filed with respect to any portion of the land within the Development Plan.

(v) The real property encumbered by the Winterset Ridge Declaration is legally described on the Exhibit "32" attached hereto and incorporated by reference herein.

X. The following are incorporated by reference herein, and are hereinafter referred to collectively as the "Declarations":

- (a) Winterset Garden Declaration,
- (b) Winterset Garden First Amendment,
- (c) Winterset Garden 2nd Plat Declaration,
- (d) Winterset Park Declaration,
- (e) Winterset Park First Amendment,
- (f) Winterset Park Second Amendment,
- (g) Winterset Park 2nd Plat Declaration,
- (h) Winterset Park 3rd Plat Declaration,
- (i) Winterset Park 4th Plat Declaration,
- (j) Winterset Park 5th Plat Declaration,
- (k) Winterset Park 6th Plat Declaration,
- (l) Winterset Park 7th Plat Declaration,
- (m) Winterset Park 8th Plat Declaration,
- (n) Winterset Park 9th Plat Declaration,
- (o) Winterset Park 11th Plat Declaration,
- (p) Winterset Park 12th Plat Declaration,
- (q) Winterset Park 14th Plat Declaration,
- (r) Winterset Park 15th Plat Declaration,
- (s) Winterset Woods Declaration,
- (t) Winterset Woods 2nd Plat Declaration,
- (u) Winterset Woods 3rd Plat Declaration,
- (v) Winterset Valley Declaration,
- (w) Winterset Valley 2nd and 3rd Plat Declaration,

- (x) Winterset Valley 4th Plat Declaration,
- (y) Winterset Valley 5th Plat Declaration,
- (z) 6th Plat Supplemental Declaration,
- (aa) Winterset Valley 10th Plat Declaration,
- (bb) Winterset Valley 11th Plat Declaration,
- (cc) Winterset Valley 12th Plat Declaration,
- (dd) Winterset Valley 13th Plat Declaration,
- (ee) 7th Plat Supplemental Declaration,
- (ff) Winterset Valley 8th and 9th Plat Declaration, and
- (gg) Winterset Ridge Declaration.

XI. The real property legally described on the attached Exhibits 1 through 32 shall be incorporated herein by this reference, and shall hereinafter be collectively referred to as the "Properties".

XI. The Grantors / Developers herein have not ended the Development Period of the Winterset Park Community pursuant to Section 1.12 of the Declarations.

XII. The Grantors / Developers have not conveyed more than ninety-five (95%) of all of the Lots in all of the parcels of land located or to be located within the Development Plan (being the Winterset Park Community) pursuant to Section 1.12 of the Declarations.

XIII. The Grantors / Developers have made the determination that amending and restating the Declarations in certain respects will be beneficial for the continued development of the Winterset Park Community, assist the membership in the operation of the Association and facilitate the eventual transition of control when the Development Period ends pursuant to the provisions of Section 1.12 of the Declarations.

XIV. The Grantors / Developers have previously consolidated all of the Properties and Declarations under a single Amended and Restated Declaration of Covenants, Conditions and Restrictions for Winterset Park dated December 18, 2014, and recorded on December 18, 2014 in the Recorder's Office as Document No. 2014E0104788 ("First Amended and Restated Declaration"). Two (2) legal descriptions within the First Amended and Restated Declaration were corrected by a Correction to the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Winterset Park dated March 17, 2015 and recorded on March 20, 2015 in the Recorder's Office as Document No. 2015E0022931 ("Correction").

XV. The Association has acquired ownership of two (2) parcels identified as Tract I and Tract II, and legally defined on Exhibit "33" attached hereto and incorporated by reference herein. Tract I and Tract II as shown on Exhibit "33" along with other property previously subjected to the Declarations are maintained as the Conservatory of Winterset ("Conservatory of Winterset") pursuant to a Declaration of Restrictive Covenants and Agreement for Maintenance Obligations, Conditions and Requirements date December 7, 2021 and recorded in the Recorder's Office on December 29, 2021 as Document No. 2021E0141367.

XVI. It is the purpose and intention of this Second Amended and Restated Declaration (the "Declaration") to completely amend and restate and replace the prior Declarations to preserve the Properties as a restricted community, to subject any of the Conservatory of Winterset to the Declarations which were not previously included in the Declarations, and to protect the same against certain uses by the adoption of a common community plan and scheme of restrictions and to mutually benefit, guard and restrict present and all future title holders or occupants of any of all said Properties to foster the health, welfare, safety, and morals of all who own lots and reside within the Properties and the Winterset Park Community as a whole.

XVIII. It is also the purpose and intention of this Declaration to incorporate additional plats and portions of Winterset Park which have been developed since the recordation of the First Amended and Restated Declaration and the Correction.

NOW THEREFORE, in consideration of the foregoing Recitals which are a material part of this Declaration, and the premises of the mutual promises, covenants, and agreements contained herein, and in further consideration of the advantages to owners as well as future owners of said Properties, and to which said Properties may be subdivided, the Grantors / Developers hereby amend, modify, and restate the Declarations as amended and restated by the First Amended and Restated Declaration, and as corrected by the Correction, as follows:

ARTICLE I

Definitions

The following terms, when used in this Declaration, or in any supplemental Declaration made effective against the Property according to law, and when the first letters thereof are capitalized, shall have the following meanings (except as otherwise expressly provided or unless the context otherwise requires):

1.01 Second Amended and Restated Declaration. "Second Amended and Restated Declaration" or this "Declaration" shall mean and refer to this Second Amended and Restated Declaration as the same may from time to time be supplemented or amended in the manner prescribed herein.

1.02 Annexation Property. "Annexation Property" shall mean and refer to such real property owned or acquired by the Developer (during the Development Period) or the Association Board (after the Development Period) and not yet subject to this Declaration which is integrated into the Development Plan, and made subject to the scheme of this Declaration.

1.03 ARC. "ARC" shall mean and refer to the Architectural Review Committee which shall have the duties and functions specified herein.

1.04 Assessable Property. "Assessable Property" shall mean and refer to the Property, together with all permanent structural improvements thereon, except such part or parts thereof as may from time to time constitute "Nonassessable Property".

1.05 Assessments. The term "Assessments" shall have the meaning specified herein and shall include Annual Assessments and Special Assessments as such terms are herein defined.

1.06 Association. "Association" shall mean and refer to the Winterset Park Community Association, Inc., a not-for-profit Missouri Corporation, or any variation of such name as may be adopted by the Association, or by any successor thereof, charged with the duties and obligations set forth herein. "Area Association" shall have the meaning set forth in Section 3.07 hereof.

1.07 Association Areas – "Association Areas" shall mean those areas within the Association commonly known as Winterset Summit, Winterset Park, Winterset Gardens, Winterset Woods, Winterset Valley, and Winterset Falls.

1.08 Association Board. "Association Board" shall mean and refer to the Board of Directors of the Association.

1.09 Common Property. "Common Property" shall mean and refer to the improved or unimproved real property, together with the Structures and personal property located thereon in which the Association or the Developers own an interest as designatee for the common use and enjoyment of the Owners, as such areas may be depicted on any recorded subdivision plat of the Property, or portion thereof, as "Common Property" or by similar designation and as shown on the plats for the Winterset Park Community. Common Property shall not be construed as all property owned by the Association such as Non-Residential Property.

1.10 Completed Unit. "Completed Unit" shall mean and refer to a Living Unit upon which construction is completed and which has been or is, in fact, occupied.

1.11 Developers. "Developers" shall mean and refer to Winterset Park, Inc. (f/k/a Winterset Summit, Inc.), a Missouri corporation, RUF Lands, LLC, a Missouri limited liability company, Gale Communities, Inc., a Missouri corporation, Winterset 6, LLC, a Missouri limited liability company, Winterset 7, LLC, a Missouri limited liability company, and Winterset Woods, LLC, a Missouri limited liability company, and their successors and assigns.

1.12 Development Guidelines. "Development Guidelines" shall mean and refer to the rules, regulations and policy statements adopted, promulgated, revised and amended by the Developers (during the Development Period) or the Association Board (after the Development Period) and enforced by the ARC pursuant to this Declaration.

1.13 Development Period. "Development Period" shall mean and refer to the period of time commencing upon the execution date hereof, and terminating upon the occurrence of the earlier of: (a) the date Developers end the Development Period or (b) the date Developers sell ninety-five percent (95%) of all of the Lots. in all of the parcels of land located or to be located within the Development Plan.

1.14 Development Plan. "Development Plan" shall mean and refer to Developers' (during the Development Period) or Association Board's (after the Development Period) plans for the development of the Winterset Park community which, as of the date hereof, contemplate both

residential and commercial uses and which plans may from time to time be amended, expanded, changed, abandoned or implemented and include each and every plat, and all amendments thereto, which may be filed with respect to any portion of the land within the Development Plan. The Development Plan of the Developers includes all recorded plats, anything required pursuant to a Final Development Plan as submitted to the City of Lee's Summit, and any non-platted property conveyed by the Developers to the Association.

1.15 Director. "Director" shall mean and refer to a member of the Association Board.

1.16 Easement Area. "Easement Area" shall mean that real property or portion of real property described within an easement on the Plat, plats or maps filed in accordance with the Development Plan.

1.17 Key Committees. "Key Committees" shall consist of the ARC, Green Space Committee, Pools Committee, Social Committee, Recreation Committee, and any other committee created by the Board and designated as a Key Committee which has been in existence for at least one year.

1.18 Living Unit. "Living Unit" shall mean and refer to any Structure or portion of a Structure situated upon any Lot designed and intended for use and occupancy as a residence by a single person, a family or a "family sized" group of persons.

1.19 Lot. "Lot" shall mean and refer to any plot or parcel of land shown on the Plat or plats or subdivision map of any part of the Property or any other lot or parcel of land constituting part of the Property.

1.20 Majority of the Members. A "Regular Majority of the Members" shall mean a majority of all the votes cast by the Members at a duly called annual or special meeting; provided, however, that a quorum of at least twenty percent (20%) of the Members cast a vote, in person or by proxy or by referendum. A "Special Majority of the Members" shall mean a majority of all the votes cast by the Members at a duly called annual or special meeting; provided, however, that a quorum of at least fifty percent (50%) of the Members cast a vote, in person or by proxy or by referendum.

1.21 Member. "Member" shall mean and refer to every person or entity holding membership in the Association, as set forth herein.

1.22 Neighboring Owner. "Neighboring Owner" shall mean an owner of a lot platted and recorded outside of the Property, who has executed a Joint Use Agreement with the Association in accordance with Section 6.05 which has not terminated or expired.

1.23 Nonassessable Property. "Nonassessable Property" shall mean and refer to all land designated "Common Property" or with a similar common property designation upon the Plat, any map or plats of any part of the Property.

1.24 Non-Residential Property. “Nonresidential Property” shall mean and refer to any Property or building or any portion of a building which has a nonresidential use and which is situated on Assessable Property. Structures constructed with Living Units, such as swimming pools, shall be considered “residential.”

1.25 Owner. “Owner” shall mean and refer to any person directly or indirectly through an entity, trust, or other legal entity, holding record title to the fee interest of any Lot or Living Unit. “Owner” shall include a contract for deed seller but shall exclude a person having an interest merely as security for the performance of an obligation. If more than one person is an Owner of any Lot or Living Unit, then each such person shall jointly and severally be considered an Owner. No Owner that is an entity, trust or other legal entity (“Entity Owner”) may exercise the rights, responsibilities, obligations, and authority of an “Owner” as contemplated by the terms herein unless and until such Entity Owner has delivered to the Association, and the Association has accepted in writing, one or more persons authorized to act for such Entity Owner.

1.26 Plat. “Plat” shall mean and refer to the Plats for any and all of the Property within the Development Plan and encompassing all of the Properties and Plats.

1.27 Property. “Property” shall mean and refer to the Properties previously incorporated by referenced herein, and described more particularly in Exhibits “1” through “27” attached hereto, together with such Annexation Property as the Developers (during the Development Period) or the Association Board (after the Development Period) may at its option, but without obligation, make subject to this Second Amended and Restated Declaration.

1.28 Residential Area. “Residential Area” shall mean and refer to the Lots as shown on the recorded plats for the Property, together with Lots within the Annexation Property, which may be specifically designated as “Residential Area” in any Declaration of Annexation.

1.29 Restriction. “Restriction” shall mean and refer to any covenant, restriction, easement, charge, assessment, lien or other obligation created or imposed by this Second Amended and Restated Declaration.

1.30 Right of Action. “Right of Action” shall have the meaning specified herein.

1.31 Structure. “Structure” shall mean and refer to:

(a) any thing or object, trees and landscaping, the placement, size, shape, color, height and quality of which upon any Lot may affect, in the opinion of the ARC, the appearance of such Lot, including by way of illustration and not limitation, any building or part thereof, garage, porch, greenhouse or bathhouse, covered or uncovered patio, swimming pool, fence, curbing, paving, wall, fence, hedge, sign, appurtenance, or any temporary or permanent improvement to such Lot; and

(b) any excavation, fill, ditch, diversion dam, retention basin or other thing or device which affects or alters the natural flow of waters from, through, under or across any

Lot or which affects or alters the flow of any waters in any natural or artificial stream, wash or drainage channel from, upon or across any Lot; and

- (c) any change in the grade of any Lot of more than six (6) inches.

ARTICLE II

Annexation

2.01 Right of Annexation.

(a) During the Development Period, the Developers reserve the right, but without any obligation, to annex all or any portion of the Annexation Property. Each Owner, by the act of becoming such, shall be deemed to have acknowledged and agreed that:

(i) The Property and such Annexation Property as may be annexed thereto pursuant to Section 2.02 shall be subject to this Second Amended and Restated Declaration.

(ii) The Developers may annex all or any portion of the Annexation Property without the consent of any Owner or of the Association where any Annexation Property is not included in the Development Plan at the time of annexation.

(iii) Subject to the provisions of Section 2.01(ii) and the scheme of the Development Plan, nothing contained in this Declaration or in any recorded or unrecorded map, plat, picture, drawing, brochure or other representation of a scheme of development shall be construed as requiring Developers, or any successor or assignee thereof, to subject to this Declaration any land, now or hereafter owned by the Developers, other than the Property.

(iv) Title to any Common Property located within such Annexation Property may be conveyed by the Developers to the Association without its consent or the consent of the Members, and shall be held, improved and administered in the same manner and for the same purposes as the Property.

(v) The only manner in which any additional land can be subjected to this Declaration shall be by and in accordance with the procedure set forth herein.

(b) Prior to selling any Annexation Property, the Developers may annex such Annexation Property pursuant hereto and may subject such Annexation Property to another set of covenants, restrictions, easements, charges and liens in accordance with the Development Plan.

2.02 Annexation Declaration. Annexation Property shall be subjected to the terms of this Second Amended and Restated Declaration by recording a Declaration of Annexation in the appropriate Recorder of Deeds Office and which Declaration of Annexation:

- (a) shall describe the property to be annexed (the "Annexation Property");
- (b) shall declare that the Annexation Property is annexed pursuant to the provisions hereof for the purpose of annexing the Annexation Property to the general scheme of this Declaration and the Development Plan;
- (c) may provide for such complimentary additions and modifications to this Declaration as may be necessary to reflect the different character, if any, of the Annexation Property and as are not inconsistent with the Development Plan; and,
- (d) may provide a mechanism for creating Area Associations therefor, if appropriate.

2.03 Annexation after Development Period. After the Development Period, the Association may annex additional land to the Property by recording a Declaration of Annexation. Any such annexation shall require the approval of a Special Majority of the Members.

2.04 Right of Deannexation. The Association, upon the approval of at least a Special Majority of the Members may deannex and release any portion of the Property or any portion of the Annexation Property from this Declaration, from any Declaration of Annexation and from the jurisdiction of the Association, provided that:

- (a) there has been first filed with the Association Board a written request for deannexation (the "Deannexation Request") which shall describe by legal description and by street address, if available, all of the Property with respect to which deannexation is requested;
- (b) notification of the receipt of the Deannexation Request has been given according to the notice provisions of this Second Amended and Restated Declarations to all Owners at least sixty (60) days prior to any vote by the Members with respect thereto: and
- (c) each Owner of a Lot, and including any lienholder on any such Lot whose consent may need to be obtained, situated within the boundaries of the Property proposed to be deannexed and released has executed a written statement of consent to such action, which statement of consent shall be in such form as deemed appropriate by the Association Board.

The Association Board shall cause to be filed in the appropriate Office of the Recorder of Deeds, a written release describing the Property to be released. Such release document shall be signed by all of the Owners of the Lots within the boundaries of the Property to be deannexed and shall contain such covenants, terms and conditions as the Association Board deems appropriate.

ARTICLE III
Winterset Park Community Association

3.01 Powers and Duties of the Association. The Association is organized to operate for the promotion of the common good and general welfare of the Members and Owners and consistent therewith, to acquire, own, improve, maintain, preserve, convey and control the Common Property, to administer and to enforce all covenants, restrictions, easements and charges contained in the Declaration and all liens created herein, and to do and perform any and all acts which may be necessary or proper for or incidental to the exercise of any of the express powers (but not intended as affirmative obligations unless so stated) of the Association, including by way of illustration and not obligation, unless so stated, or limitation:

(a) **Assessments.** The Association may levy Assessments on the Owners and enforce payment of such Assessments, all in accordance with the provisions of the Declaration set forth in Article IV.

(b) **Right of Enforcement.** The Association shall also have the power and authority from time to time in its own name, on its own behalf or on behalf of any Owner or Owners who consent thereto, to commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of the Declaration and to enforce, by mandatory or prohibitive injunction or otherwise, all of the provisions hereof or to pursue its Right of Action as provided herein.

(c) **Common Property.** The Association may plan, design, acquire, improve, construct on, lease and equip the Common Property with, by way of example and not limitation or affirmative obligation, parks and other open space landscaping, playgrounds, pools and other recreational facilities (collectively, the "Common Property Improvements" which may be referred to herein with the Common Property as the Common Property). The Association may also enter into contracts, leases or rental agreements for the purpose of providing such recreational facilities as deemed necessary or desirable by the Association Board and shall maintain, repair and replace the Common Property Improvements and provide adequate comprehensive insurance for the Common Property and Common Property Improvements, all as shall be determined to be necessary by the Association Board.

(d) **Easements and Rights-or-Way.** The Association may grant and convey easements and rights-of-way in, on, over or under the Common Property and the Property for the purposes of constructing, erecting, operating or maintaining thereon, therein or thereunder any similar public or quasi-public improvements or facilities as may be considered necessary for the common good of said community.

(e) **Employment of Agents.** The Association may employ the services of any person or corporation as manager (herein, "Manager"), together with other employees, agents or independent contractors, to, as may be directed and delegated by the Association

Board, manage, conduct and perform the business, obligations and duties of the Association and may enter into contracts for such purpose.

(f) Insurance. The Association shall obtain and keep in force such policies of insurance and surety bonds, as are necessary to adequately insure and protect the operations thereon and of the Association and as deemed by the Association Board to be necessary and appropriate.

(g) Management of Improvements. The Association shall manage and control for its Members all improvements within public right-of-ways and on the Common Property.

(h) Landscape Maintenance. Except as to the property within the Winterset Garden 1st Plat and the Winterset Garden 2nd Plat, the Association shall care for, irrigate, protect and replant shrubbery, resow grass and replace sod in the Common Property.

As to the property within the Winterset Garden 1st Plat and the Winterset Garden 2nd Plat, the Association shall care for, irrigate, protect and replant shrubbery, trees & flowers, resow grass and replace sod, as it best determines in the Common Property. All lawn maintenance of individual lots within Winterset Garden 1st Plat and Winterset Garden 2nd Plat shall be provided for within one area contract to be negotiated and managed by the Beautification Committee of the Association Board or such other committee which may be so designated by the Association Board. This authority and responsibility shall be transferred to an Area Association to be comprised exclusively of Winterset Garden 1st Plat and Winterset Garden 2nd Plat homeowners once there are more than 20 homeowners of Winterset Garden 1st Plat and Winterset Garden 2nd Plat. All planted and grass areas within Winterset Garden 1st Plat and Winterset Garden 2nd Plat shall be irrigated. The location of timers, controllers and heads require approval of the Beautification Committee. All homeowners shall submit landscape plans for consideration by the Beautification Committee. All landscape plans must be approved by the Beautification Committee. The area landscape contract will provide for snow removal from the front walk(s) and driveway when the snowfall is in excess of 2". The homeowner may, and is encouraged to, augment their seasonal plantings to add to the color and beauty of Winterset Garden 1st Plat and Winterset Garden 2nd Plat.

(i) Maintenance of Vacant Property. The Association may mow, care for, maintain and remove rubbish from vacant or unimproved Property (except those Lots on which construction has commenced), and do any other things necessary or desirable in the judgement of the Association Board to keep any vacant or unimproved Property neat in appearance and in good order.

(j) Street Lighting. The Association may provide such lights as the Association deems advisable on streets and sidewalks in Common Property, gateways, entrances, or other features, and on other Common Property or public property subject to the prior written approval of the ARC.

(k) Snow Removal and Street Cleaning. The Association may provide for the removal of snow from sidewalks and streets and the cleaning of streets, gutters, catch basins, sidewalks and pedestrian ways, and for repair and maintenance of sewers, storm sewers and appurtenant drainage facilities.

(l) Signs. The Association may erect and maintain signs after such signs are approved by appropriate public authorities and by the ARC.

(m) Security Protection. The Association may employ cameras, officers, locks, alarms, and other measures for the purpose of providing such security protection as the Association Board may deem necessary or desirable for the Common Areas in addition to the protection rendered by public authorities.

(n) Acquisition of Real Estate. The Association shall acquire and own title to such real estate as may be reasonably necessary to carry out the purpose of the Association and promote the health, safety, welfare, and recreation of Owners; pay taxes on real estate and facilities owned by it; and pay such taxes as may be assessed against the Common Property.

(o) Reserve Requirements. The Association shall contract for the completion of a reserve study not less than every five (5) years, commencing in 2022. Results of any reserve study shall be made available to the Members upon request. The Association Board shall take all appropriate steps to accrue a reserve fund (separate from any operating fund), and manage, maintain, and appropriately expend the resources maintained in the reserve fund. The resources maintained in the reserve fund shall be used only for necessary repairs, replacement and upkeep of the Association's assets and amenities as may be recommended by the reserve study or approved by the Association Board as part of the annual budget process. The Board may not expend the resources maintained in the reserve fund beneath seventy percent (70%) of the recommended reserve amount (based upon the most current reserve study) unless approved by a Regular Majority of the Members.

(p) Budgetary Limitations on Social Expenditures. The Association Board shall not expend in any year an amount in excess of five percent (5%) total of its gross assessments on annual social events such as, but not limited to July Fourth fireworks displays, neighborhood picnics, concerts, neighborhood fun runs, etc., without a vote of a Regular Majority of the Members. All social expenditures shall be included in the Annual Budget and approved by the Association Board accordingly.

(q) Statutory Compliance. The Association, by and through its Association Board, managers, agents, and employees shall be bound by the provisions of this Declaration and by all statutory requirements imposed by Chapter 355 of the Revised Statutes of Missouri, as amended ("RSMo").

(r) Conflict Between Operative Documents. Unless otherwise prohibited by statute, the operative documents of the organization may be more restrictive than Chapter

355 RSMo. In the event of conflict between the operative documents, the following shall be the hierarchy:

- (i) This Second Amended and Restated Declarations of Covenants, Conditions and Restrictions,
- (ii) The Articles of Incorporation,
- (iii) The Bylaws,
- (iv) Policies, Rules, Regulations and Procedures adopted by the Association Board, and
- (v) Policies, Rules, Regulations and Procedures adopted by the ARC or other committees of the Association.

To be clear, nothing in (ii) – (v) above can modify this Declaration, which can only be modified as provided herein.

(s) Financial, Record-keeping, Voting and Disclosure Obligations of Association Board.

(i) This Declaration hereby incorporates by reference the obligations and requirements of Chapter 355 and specifically Sections 355.846, 355.826, and 355.821 RSMo, as enacted on the effective date of this Declaration.

(ii) The Association Board, by and through its Secretary shall produce timely and accurate minutes of all its meetings and the meetings of the members, including the identification of all motions, seconds, and votes. Minutes of all meetings shall be signed by the President and Secretary and shall be published on the Association website.

(iii) No vote or other action by the Association Board shall be authorized or effective unless the substance of the vote and who voted for and against it is disclosed in official minutes published within fifteen (15) days after the vote is held.

(iv) The Association Board shall produce and publish on the Association website a monthly and an annual financial report of the Association, prepared in accordance with generally accepted accounting principles.

(v) The Members, upon written request and in compliance with Chapter 355 RSMo, shall be provided by the Association, copies of any checks, or other monetary transfers made by the Association and any records which are not otherwise closed by the Association.

(vi) The Association Board shall prepare an annual Association Budget (as defined in Section 4.02(b) below) which shall include a capital expense reserve. The Association Budget shall be published and/or posted to the Association website. Expenditures in excess of Five Thousand and 00/100 Dollars (\$5,000.00) which are not referenced within the adopted Association Budget or capital expense reserve, shall require a Budget amendment ("Budget Amendment") approved by a majority vote of the Association Board at a meeting. Any Budget Amendment must be recorded in the minutes of the Association Board meeting.

Consistent with the foregoing, the Association is authorized to exercise all powers which a corporation organized under the Not-For-Profit Corporation Law of Missouri may exercise.

3.02 Membership in the Association.

(a) Each Owner (notwithstanding the number of Lots owned) shall be entitled to one (1) Association Membership and (1) vote in the Association so long as the Owner remains an Owner of such Lot(s), and such Owner shall specify in writing to the Association the name of the individual who holds the Association Membership. Anything in this subsection to the contrary notwithstanding, where a Lot is owned of record in any manner of joint or common ownership, the joint or common owners thereof shall share among them the rights (including voting rights) given to an Owner pursuant to this Declaration, which they shall be entitled to exercise as a whole, but not in part, in whatever manner they shall jointly determine. With respect to voting rights in particular, joint or common ownership of a Lot shall entitle the Owners thereof to a total of one (1) vote, to be exercised in whatever manner they shall jointly determine.

(b) A builder of a residence on a Lot, although an Owner, shall not be entitled to any vote in the Association unless and until such builder occupies the Living Unit as such builder's sole place of residence.

(c) Subject to the provisions of this Section, once an Owner has been specified as a Member, a successor Member may only be specified upon at least fifteen days' prior notice to the President of the Association.

(d) A Membership shall not be transferred, pledged or alienated in any way, except as herein expressly provided. Subject to the provisions of Section 3.02(a), an Association Membership shall automatically be transferred to a new Owner upon the transfer of the Lot to which it appertains (and then only to such transferee), whether by sale, intestate succession, testamentary disposition, foreclosure of a mortgage or other legal process transferring fee simple title to such Lot.

(e) The Association shall adopt, follow, and make available to each Member rules and regulations regarding voting procedures so as to maintain the validity of any election or vote, and the transparency in operation of the Association business. These rules and regulations may include, but not be limited to, the publication and presentation of results for any vote of the Members of the Association. Any Member shall have standing

to obtain a temporary or permanent injunction against any action in reliance on a vote for which the Member can establish a bona fide dispute.

(f) Subject to the provisions of this Declaration and the Association's By-Laws, the Association Board may make, amend or rescind such rules and regulations as it deems advisable for any meeting of Members, Association vote, referendum, or election.

3.03 Association Board of Directors

(a) **Number.** The powers of the Association shall be vested in, exercised by, and under the authority of, and the affairs of the Association in accordance with the Association Articles of Incorporation and By-Laws, shall be controlled by a Board of Directors consisting of at least nine (9) persons who, during the Development Period need not be Members but, after the Development Period, shall be Members in good standing (i.e. – no unpaid amounts owed to the Association, and no outstanding violations of this Declaration or other policies, rules, regulations or procedures adopted by the Association Board or any Key Committee). Any person filling two or more director positions shall have only one vote as a director. The Association Board, by a majority vote, shall exercise for and on behalf of the Association all powers, duties and authority vested in or delegated to the Association.

(b) **Terms.** Directors shall be elected by a Regular Majority of the Members for three (3) year terms of office and shall serve until their successors are elected and qualified. Directors, except for Directors appointed or elected pursuant to Section 3.08 hereof, shall be elected in a three (3) year rotating cycle so that at least three (3) Directors are elected each year. Directors may serve for up to three (3) three (3) year terms consecutively for a total of nine (9) consecutive years, after which time, they shall either, (i) be required to run for another board position/seat, or (ii) take at least one (1) year off the Association Board. Starting at the annual meeting in 2022, the election and commencement of the three (3) year rotation of Directors shall be as follows: (a) Social Chair, Secretary, and Treasurer in 2022; (b) Recreation Chair, Green Space Chair, and President in 2023; and (c) Pool Chair, ARC Chair, and Communications Director in 2024. If the Association Board votes to increase the number of directors, then any interim appointed directors shall be up for election to a three (3) year term at the next annual meeting, and the terms of the added directors shall be staggered to result in equal (plus or minus one director) numbers of directors being elected at each annual meeting over a three (3) year term.

(c) **Qualification.** The Association Board shall consist of Members who have served for at least one year within the last ten years as an officer or director of the Association or has served for at least one year as a member of least one of the Key Committees, and shall consist of the President, the Treasurer, the Secretary, the Communications Director, and five additional Members who shall upon election become, the Chair of each of the Key Committees. If no such persons exist or are willing to fill such position, or any Director resigns or is removed, then any Member of the Association

is eligible to be appointed by a majority vote of the Association Board for the remaining term of the particular director, but is subject to replacement based upon a recall vote of a Regular Majority of the Members at a special meeting duly called for that purpose. If and only if the results of an election result in the Association Board not having a Member from one or more of the Association Areas, then the Association Board may be expanded by up to four (4) non-voting positions to be filled by Members in good standing elected or appointed from each Association Areas not then on the Association Board – each such Director being considered an “at-large” member for their Association Area. Each such Association Area Director shall serve a three (3) year term like any other director, subject to automatic termination if a Member of an Association Area is otherwise elected to the nine (9) member board.

(d) Conflicts of Interest. Each Director of the Association Board shall conduct themselves in a fiduciary capacity to the Association and shall comply with all requirements imposed by this Conflicts of Interest provision as well as Section 355.416 RSMo. If a difference exists between this Section 3.03(d) and Section 355.416 RSMo, or is created, the more restrictive provision of the two (2) shall apply.

(i) Definitions.

(A) Conflict of Interest. A Director of the Association Board has a conflict of interest if a transaction or vote with the Association involves a Material Financial Interest or Personal Interest.

(B) Material Financial Interest. A Director of the Association Board has a Material Financial Interest if the person has, directly or indirectly, through business, investment, or family:

(I) An ownership or investment interest in any entity with which the Association has a transaction or arrangement,

(II) A compensation arrangement with the Association or with any entity or individual with which the Association has a transaction or arrangement, or

(III) An ownership or investment interest in, or compensation arrangement with, any entity or individual with which the Association is negotiating a transaction or arrangement.

(IV) Compensation Arrangement. Includes direct and indirect remuneration as well as gifts or favors that are not insubstantial.

(C) Personal Interest. A Director of the Association Board has a Personal Interest if a transaction or vote will directly benefit that member

of the Association Board to a greater extent than any other Member of the Association.

(ii) Fiduciary Obligations. Each Director of the Association Board shall be obligated to act in good faith as a fiduciary, without a conflict of interest, and based on the best interests of the Association as a whole. Without limiting the foregoing, each Director of the Association Board shall,

(A) Provide timely responses, in good faith to any reasonable requests for information from any Member of the Association,

(B) Not have any Personal Interest or Material Financial Interest in connection with any employee of the Association,

(C) Not vote on or participate in deliberations about any matter for which the Director of the Association Board has a conflict of interest, and

(D) In connection with any actual or possible conflict of interest, a Director of the Association Board must disclose the existence of any Material Financial Interest or Personal Interest and be given the opportunity to disclose all material facts to the Association Board and/or members of any applicable committees with governing delegated powers considering the proposed transaction or vote. The disclosure must be included in the official minutes of the meeting made available to all Members of the Association.

(E) In connection with any election or selection to become a Director of the Association Board, the candidate must disclose the existence of any Material Financial Interest or Personal Interest to the Association Board or the Members of the Association, as appropriate.

(iii) Procedures

(A) If there is a dispute about a conflict of interest, then the Association Board or applicable committee with governing delegated powers will decide whether a conflict of interest exists as provided herein.

(B) After disclosure of the disputed conflict of interest and all material facts, and after any discussion with the potentially conflicted member of the Association Board or committee, the potentially conflicted member of the Association Board or committee shall leave the meeting while a determination of a conflict of interest is discussed and voted upon. The remaining members of the Association Board or committee shall motion, second and vote to decide if a conflict of interest exists. The names

of the persons making the motion, second and vote shall be included in the official minutes of the meeting.

(C) The President of the Association or the Chair of the committee may appoint a disinterested person or committee to investigate alternatives to the proposed transaction or vote involving the disputed conflict of interest.

(D) After exercising due diligence, the Association Board or committee shall determine by a majority vote of the disinterested member whether the Association can obtain with reasonable efforts a equal or more advantageous transaction or arrangement from a person or entity that would not give rise to a conflict of interest.

(E) If an equal or more advantageous transaction or arrangement is not reasonably possible under circumstances not producing a conflict of interest, the Association Board or committee shall determine by a majority vote of the disinterested Directors/members whether the transaction or arrangement is in the Association's best interest, for its own benefit, and whether it is fair and reasonable.

(F) The minutes of the Association Board or committee shall contain the names of the persons who disclosed or otherwise were found to have a conflict of interest in connection with an actual or possible conflict of interest, the nature of the conflict of interest, any action taken to determine whether a conflict of interest was present, and the Association Board's or committee's decision as to whether a conflict of interest in fact existed.

(G) The minutes of the Association Board or committee shall contain the names of the persons who were present for discussion and votes related to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection with the proceedings.

(iv) Violations

(A) If the Association Board or committee has reasonable cause to believe a member has failed to disclose actual or possible conflicts of interest, it shall inform the member of the basis for such belief and afford the member an opportunity to explain the alleged failure to disclose.

(B) If, after hearing the member's response and after making further investigation as warranted by the circumstances, the Association Board or committee determines that the member has failed to disclose an

actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

(C) Any member of the Association Board or committee who fails to disclose a conflict of interest shall have their vote on the conflict of interest matter automatically rescinded, and declared to be null and void.

(D) Any member of the Association Board or committee who fails to disclose a conflict of interest shall not be entitled to indemnification or insurance coverage of any kind from the Association on the transaction or vote.

(E) The Association Board, by a majority vote of its members, shall remove, suspend, or otherwise limit or modify the activities for the following, as may be deemed appropriate and reasonable to protect the interests of the Association,

(I) Any member of the Association Board determined to have violated the terms of this Section 3.03,

(II) Any officer of the Association determined to be in derogation or noncompliance with their duties and obligations, and

(III) Any employee of the Association Board determined to not be fulfilling their job responsibilities.

(v) **Periodic Reviews.** To ensure that the Association operates in a manner consistent with its social benefit purposes and does not engage in activities that could jeopardize its tax status, periodic reviews shall be conducted. The periodic reviews shall be conducted by outside counsel and accountants no less than every ten (10) years, must be conducted if requested by a petition signed by at least thirty-three percent (33%) of the Members, and at a minimum, include the following subjects:

(A) Whether employee compensation arrangements and benefits are reasonable, based upon competent survey information, and the result of arm's length bargaining, and

(B) Whether partnerships, joint ventures, contracts, and arrangements with other organizations and/or individuals conform to the Association's written policies, rules and procedures, are properly recorded, reflect reasonable investment or payments for goods and services, further the Association's social benefit purposes, and do not result in private inurement, impermissible private benefit or in an excess benefit transaction.

3.04 Suspension of Membership and Rights of Enjoyment. The Association Board may suspend the voting rights of any Member and the rights of enjoyment of any Member or user of the Common Property and the services offered thereon who:

(a) is subject to a Right of Action by reason of having failed to take reasonable steps to remedy a violation or breach of this Declaration within the number of days specified in a written notice given by the Association Board after such violation or breach; or

(b) has allowed any Assessment levied by the Association pursuant to this Declaration to become delinquent; or

(c) has failed to pay any user fee, fine, or charge levied by the Association when due and payable; or

(d) has violated any rules and regulations adopted by the Association Board or Key Committee governing the use and enjoyment of the Common Property or services thereon.

Such suspension shall be for the period in which the conditions set forth in subsections (a), (b), (c) or (d) of this Section 3.04 exist.

3.05 Termination of Membership. No Owner shall continue to be a Member after he ceases to hold a qualifying interest in any Lot. No Owner may avoid the obligations under this Declaration by declining to use Common Property, abandoning a Lot, or by any other act of abandonment or renunciation.

3.06 Notice of Annual Meetings, Special Meetings, and Referendums. Proper notice shall be given by the Association Board to each Owner of all meetings of the Association Board at least fifteen (15) days prior to the meeting date (including a list of scheduled Association Board meetings made available at the annual meetings of the Members), and of all annual or special meetings of the Association Members or referendums at least thirty (30) days prior to the annual or special meeting or referendum. Annual meetings shall be held in November of each year. All meetings shall be open to the Members, except executive sessions (which shall not involve any final votes or action, and shall be limited to matters that the Association Board determines in good faith require advice of counsel regarding existing or potential legal matters, or involve a specific Owner or personnel matters, or involve contract matters for which public disclosure would put the Association at a disadvantage) The methods and procedures of such notice shall be determined by the Association Board in accordance with the By-Laws of the Association.

3.07 Area Associations. Certain areas of the Property may encompass common facilities and designated uses, the governance of which by the Association, may be benefitted from informal organizations whose members would be Owners of Lots encompassed by such areas. In order to aid the Association in fulfilling its duties hereunder, the Developer (during the Development Period) or the Association (after the Development Period) may, in its sole discretion,

establish a localized and informal association of such Owners, which informal association may be shown on any subdivision plat of the Property as an "Area Association."

(a) **Membership.** Any Member of the Association who owns a Lot within an Area Association shown on any subdivision plat shall, by virtue of such ownership, also be a member of the Area Association created for such area.

(b) **Purpose.** The Area Association will be an informal organization of Owners who may from time to time as such Owners deem appropriate convene informal meetings in order to discuss Association business and the interests of the Owners in and to the Lots located within the Area Association. The Area Association will operate to promote the common good and general welfare of the Owners in the Area Association consistent with this Declaration and the Articles, By-Laws and rules and regulations of the Association.

(c) **Informal Organization.** No Area Association will be incorporated nor in any other way formally organized but nevertheless may conduct meetings and otherwise pursue the common objectives of the Owners in the Area Association consistent with this Declaration and the Articles, By-Laws and rules and regulations of the Association.

(d) **Superior Jurisdiction of the Association.** The Association shall have jurisdiction over all Area Associations and over all of the Property and every Owner who shall be a Member of the Association. Membership in an Area Association shall not grant any greater or lesser right to any Owner or Member, as a result of such membership, than any other Owner or Member has as an Owner of any Lot.

3.08 Developer's Control of the Association. [Removed per Developer Transfer Agreement.]

3.09 Retaining Walls. The Association shall be responsible for the maintenance, repair reconstruction of the retaining walls within the city right-of-way along Forest Park (between 3rd Street and Waterfall Drive) which have been constructed within the City of Lee's Summit's ("City") street right of way. In the event that either the City or any public utility determines that it is necessary to interfere with or disturb any such retaining walls within the City's right of way in order to construct or maintain the City's or utility's improvements, then and in such event, the Association shall at its own expense cause the repair and reconstruction of the retaining walls in conformity with the City's requirements.

3.10 Common Area Encroachment on Private Property. As to the property within the Winterset Garden 1st Plat and the Winterset Garden 2nd Plat, the Association may encroach on private property within the Winterset Garden 1st Plat and the Winterset Garden 2nd Plat for non-invasive common area purposes limited to planted green space and retaining walls. Such encroachment shall be constructed or installed prior to the original homeowner taking up occupancy. Maintenance of the non-invasive encroachment area shall be the responsibility of the Association or Area Association. Attached hereto and incorporated by reference herein as Exhibit "34" is a listing of the parcels which have been imposed with different development standards, and the differences denoted within this Declaration.

ARTICLE IV
Imposition of Assessments and Liens Upon Property

4.01 Covenants for Assessments and Creation of Liens. The Developers and each Owner, jointly and severally, for the Owner and the Owner's heirs, distributees, legal representatives, successors and assigns, by acceptance of a Deed or other conveyance for any Lot which is Assessable Property, whether or not the covenants contained herein shall be expressed in any such Deed or other conveyance, hereby covenants and agrees that:

(a) the Owner will pay to the Association, without offset and regardless of any right, claim or defense (with each right, claim and defense available to be pursued by the Owner against the Association as an independent action), all Assessments which may or shall be levied by the Association against Assessable Property owned by the Owner in each year or any part thereof, and that the Owner will pay to the Association the user fees and charges and all other duly authorized charges to be established as herein provided, if applicable, levied by the Association in each year and including Special Assessments levied pursuant hereto;

(b) the Owner shall be personally liable for all such Assessments and user fees and charges which become due while the Owner is the Owner of each Lot being assessed;

(c) all Assessments; together with the continuing obligation to pay each Assessment assessed in all future years, and all user fees and charges, together with all costs, expenses, interest and reasonable attorneys' fees incurred in the collection of delinquencies, shall become, upon the filing of this Declaration, and thereafter remain a charge against and be secured by a continuing lien upon the Assessable Property of such Owner; and

(d) said charge and lien shall be superior to any and all other charges, liens or encumbrances which may hereafter in any manner arise or be imposed upon the Assessable Property (or the Nonassessable Property to the extent that it may later become Assessable Property) whether arising from or imposed by judgment or decree or by any agreement, contract, mortgage or other instruments, excepting only purchase money mortgages or deeds of trust given to finance the purchase or construction of the Lot or the Living Unit, but only as to the relevant pro rata portion of Assessments made prior to foreclosure thereof, and liens for taxes or other public charges as are made superior by applicable law.

4.02 Uniform Rate of Assessment.

(a) For the purpose of providing funds for the uses specified herein, the Association Board shall assess against the Assessable Property in each year a charge (referred to herein as "Assessment" or "Annual Assessment"), which shall be uniform with respect to all Assessable Property within each classification of Assessable Property, as hereinafter provided, and shall be in such amounts as determined by the Association Board. The Association may divide all Assessable Property into classifications, which

classifications shall be based upon the character of ownership, nature of use (i.e., residential or commercial), status of occupancy and such other criteria as the Association Board may deem pertinent; provided, however, that the presumption is that each Lot shall be subject to the same Annual Assessment as each other Lot unless changed by a vote of a Special Majority of the Members at an annual or special meeting. Lots owned by the Developers need not be assessed until such Lots are sold to a builder or Owner. Lots which are owned by a builder shall be assessed at a rate to be determined by the Association Board.

(b) Not later than ninety (90) days prior to the end of each fiscal year for the Association, the Association Board shall prepare and adopt an annual cash budget projecting anticipated revenues, cash receipts, cash expenditures, and net cash, surplus or deficit for the ensuing fiscal year (the "Association Budget"). The Association Budget may not be set at such an amount so as to cause the Annual Assessments for each Assessable Property to increase more than ten percent (10%) from the preceding Annual Assessments, unless a Regular Majority of the Members vote to approve such increase in Annual Assessments at an annual or special meeting. The fiscal year for the Association may be set by a majority vote of the Association Board. The proposed Association Budget will automatically be approved unless a Regular Majority of the Members vote not to approve such Association Budget, in which case the Association Budget for the prior year shall be deemed extended for the new year until a new Association Budget is adopted by the Association Board. Upon approval of the Association Budget, the Association Board will determine the manner in which Assessments are to be made; provided, however, that the Assessments will be made on a per Living Unit basis and not on market value or assessed value. The rate of Assessment for an individual Lot can change as the character of ownership, nature of use and the status of occupancy of said Lot changes, which therefore changes the classification of Assessable Property for such Lot. The applicable Assessment for such a Lot shall be prorated according to the rate required for each type of ownership.

4.03 Billing of Annual Assessments. At such time or times as the Association Board may determine, the Association shall levy the Annual Assessment. The Association shall send a written bill to each Owner stating the amount of the Annual Assessment imposed against each Lot which is Assessable Property owned by the Owner, the time period for the payment thereof, and the interest rate and other amounts to be charged for late payments thereof. Each Annual Assessment shall be due and payable on a date established by the Association Board and shall become delinquent on a date established by the Association Board. The Association Board may establish payment procedures to allow payment of the Annual Assessment in increments during the year the Assessment is made, provided that this privilege is extended to all Owners on an equal basis, and provided that reasonable notice is given of each payment date, of the interest and other amounts to be charged for late payments, of the liens established by this Declaration, and of the suspension of membership rights as a consequence of the failure to pay.

4.04 Commencement of Assessments. The Assessable Property shall become subject to the Assessments set forth herein on the date designated by the Developers. Such Assessments

shall be adjusted and prorated according to the number of quarters remaining in the fiscal year of the Association as such fiscal year is set forth in the Association By-Laws.

4.05 Late Payments.

(a) The Association Board may from time to time establish or change the rate of interest which shall be charged for the payment after the delinquency date of any portion of an Assessment, provided that such interest rate shall not exceed the maximum interest rate permitted under Missouri law and provided that reasonable notice of such charge is given to the Members.

(b) In the event of default in the payment of any one (1) or more installments of the Annual Assessment established hereunder, the Association may declare any remaining balance of said Annual Assessment at once due and payable.

(c) In the event that an Owner shall fail to fully pay the Assessment by the delinquency date thereof, such unpaid amount shall become a binding personal obligation of such Owner, and the Association shall have the right, pursuant to the provisions hereinafter provided, to enforce the lien for Assessments. The Association shall have the right and duty to take all appropriate actions and steps to collect any such unpaid Assessments. Each delinquency shall constitute a separate basis for a demand or claim of lien or liens, but any number of defaults may be included within a single demand or claim of lien or liens on account of prior delinquencies and shall be deemed to include subsequent delinquencies and amounts due on account thereof. The Association may institute a suit to recover a money judgment for the same, together with interest thereon and reasonable expenses of collection, including attorneys' fees, without foreclosing or waiving the lien hereinbefore provided.

4.06 Certificate of Payment. Upon written demand by an Owner, the Association shall issue and furnish to such Owner, within a reasonable period of time, a written certificate stating that all Assessments, including interest and costs (if any), have been paid with respect to any specific Lot owned by said Owner as of the date of such certificate, or if all Assessments have not been paid, setting forth the amount then due and payable.

4.07 User Fees and Charges.

(a) In addition to the Annual Assessments, the Association Board may levy and collect charges and fees for the (i) use of Common Property for the purpose of maintaining, refurbishing, replacing and repairing the Common Property, and operating services on Common Property, and (ii) transfer of title to any Lot for the purpose of maintaining records of Owners, providing welcome materials to new Owners, and other related costs and expenses in maintaining communications with all Owners.

(b) If any Owner or any other person obligated to pay shall fail to pay any user fee or charge when due and payable, the Association Board may immediately suspend such Owner's membership in the Association and right of enjoyment of the Common Property

or services thereon and may take whatever action it deems necessary to enforce such suspension.

4.08 Additional Procedures. The Association Board shall have the right to adopt procedures for the purpose of making and collecting the Assessments, user fees, and charges provided for herein and for the billing and collection of the same, provided that such procedures are not inconsistent with the provisions hereof.

4.09 Special Assessments.

(a) In addition to the Annual Assessments authorized herein, the Association may levy in any year a Special Assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, repair, or replacement of Common Property Improvements including any capital improvement upon the Common Property, or the cost of any utility deemed necessary by the Association Board to serve the Property including the necessary fixtures and personal property related thereto, or any unexpected cost or expense of the Association, as the Association Board may determine. Special assessments should be rare and avoided by maintenance of appropriate reserves and obtaining loans secured by mortgages on the Common Property.

(b) A special Assessment shall become effective upon written notice by the Association Board. Billing of Special Assessments shall be handled according to the procedures set out herein.

(c) Following the Development Period, Special Assessments shall not be imposed by the Association until after the Association Board first presents any such proposed Special Assessment to the Members at an annual or special meeting to be called for that purpose pursuant to Section 3.06 hereof. The Special Assessment shall be deemed to be approved by the Members unless a Special Majority of the Members vote not to approve such Special Assessment.

**ARTICLE V
Use of Funds**

5.01 Purposes for which Funds May Be Used. The Association shall apply all funds received by it pursuant to this Declaration and all other funds and property received by the Association including the accumulated funds referred to in Section 5.02, to the following:

(a) the operating costs and expenses of the Association, including, but not limited to, planning and implementation of community programs, approved budgeted items, and Common Property;

(b) payment of all real and personal property taxes and assessments, if any, separately levied upon or assessed against the Association or any property owned by the Association;

- (c) payment of all premiums and charges for all policies of insurance or surety bonds, as deemed by the Association Board to be necessary and appropriate, including but not limited to directors and officers insurance, workers compensation insurance, property casualty insurance, and liability insurance;
- (d) acquisition and development of Annexation Property; and
- (e) completion of necessary reserve studies and periodic review as required herein.

5.02 Accumulation of Funds Permitted. The Association shall not be obligated to spend in any calendar year all the sums collected in such year by way of Annual Assessments, or otherwise, and may carry forward, as surplus, any balances remaining; nor shall the Association be obligated to apply such surplus to the reduction of the amount of the Annual Assessment in the succeeding year, but may carry forward from year to year such surplus as the Association Board may determine to be necessary or desirable for the greater financial security of the Association and the effectuation of its purposes, including accruing funds for the repair, improvement, operation, and replacement of improvements in Common Areas.

5.03 Posting of Bond. The Association, acting through the Association Board, shall require that all persons or entities who handle the Association funds or monies, which funds and monies shall be deposited in federally insured banks or savings and loans, post bonds sufficient in amount to indemnify the Association from any loss.

5.04 Mortgaging of Common Property. Except as set forth in this Section, and subject to any required approval of any holder of an existing lien on the Common Property, the Association may not mortgage any Common Property until after the Association Board first presents any such proposed mortgage to the Members at a meeting to be called for that purpose pursuant to Section 3.06 hereof. The mortgage shall be deemed to be approved unless a Special Majority of the Members vote not to approve such mortgage. The Association shall not mortgage any Common Property to the Developers, or to any other entity or person to secure any conveyance, loan or advance made to the Association by the Developers. The Developers shall not take any action, the result of which may subject any Common Property to a judgment lien or otherwise jeopardize any Common Property, to satisfy a debt of the Developers.

5.05 Contract Approval Limitations and Check Signing Authority. The Association Board may not approve any single unbudgeted contract or expenditure in excess of Fifteen Thousand and 00/100 Dollars (\$15,000.00) (which amount may be periodically adjusted based on a majority vote of the Association Board) without amendment of the budget, which said amendment shall require the approval of a Regular Majority of the Members at a regular or special meeting duly called and noticed. Payments from the Association shall require the signatures of at least two (2) members of the Association Board.

ARTICLE VI Common Property

6.01 Conveyance of Common Property.

(a) The Developers shall convey the Common Property to the Association and, from time to time, may convey to the Association such certain other property as the Developers may determine in accordance with the Development Plan for the common use and enjoyment of the Owners. The deed of conveyance may contain appropriate restrictions and assurances that such property shall be reserved for the common use and enjoyment of the Owners and prohibit the construction thereon of buildings for commercial, retail or Living Unit use.

(b) The Developers may convey an interest in fee simple in any improved land intended to be used as Common Property either by gift or for a consideration which equals the cost of the capital improvements on such property at the time of conveyance. For the purposes of this Section 6.01, "cost" shall mean the actual amounts expended to construct or complete the community facilities or improvements situated on Common Property (excluding the cost of the land devoted to such facilities or improvements), plus a reasonable charge for overhead. Such consideration may be in whatever form agreed to at the time of sale.

(c) Each conveyance of Common Property for consideration to the Association by the Developers shall be subject to the approval of a majority of the Association Board. The Association Board will review the financing proposal for such conveyance and will determine the extent to which Association Assessments and user fees and charges may be committed to finance the debt for such conveyance.

6.02 Use of Common Property.

(a) Every Owner, by reason of such ownership, shall have a right and easement of enjoyment in and to all Common Property, and such easement shall be appurtenant to and shall pass with every Lot upon transfer. Any guest of a Member shall be entitled to a right or privilege of enjoyment of Common Property subject to such regulations as may be promulgated by the Association Board. Each such guest shall be accompanied by the Member sponsoring such guest at all times such guest is using the Common Property, and the Member shall indemnify and hold harmless the Association from any and all liability and damages intentionally or negligently caused by such guest, alone or with others. The amount expended by the Association for such liability and damages shall be a Special Assessment against, and lien upon the Lot of, said Owner and shall be enforceable as other Assessments.

(b) All such rights, easements and privileges conferred under this Article shall, however, be subject to the right of the Association Board to:

(i) establish, adopt, promulgate, amend and rescind reasonable rules and regulations pertaining to the use, operation and maintenance of Common Property which shall enhance the preservation of such facilities, promote the safety

and convenience of the users thereof, and which shall serve to promote the best interests of the Members and the Winterset community;

(ii) determine the use or uses to which Common Property may be put; provided, however, that any designation of use which is inconsistent with the use designated by the Developers upon conveyance, shall be subject to the provisions of this Declaration;

(iii) determine which, if any, Common Property may be used and enjoyed by, or conveyed or dedicated to the general public or a federal, state or local government body; provided, however, that no material portion of the Property shall be conveyed to a public body unless, after the Development Period, the Association Board presents any such proposed conveyance to the Members at a meeting to be called for that purpose pursuant to Section 3.06 hereof. The conveyance shall be deemed to be approved unless a Special Majority of the Members vote not to approve such conveyance;

(iv) levy user fees and charges and to charge reasonable admissions or other charges or fees for the use of any Common Property;

(v) borrow money for the purpose of acquiring, mortgaging, developing or improving any Common Property including improvements thereon; provided, further, that the Association Board presents any such proposed borrowing to the Members at a meeting to be called for that purpose pursuant to Section 3.06 hereof. The borrowing shall be deemed to be approved unless a Special Majority of the Members vote not to approve such borrowing; and

(vi) apply for, accept and expend loans or grants from federal, state or local governments and to comply with any conditions required by such governments in order to obtain such loans or grants including conditions relating to the use and enjoyment of Common Property by the general public.

6.03 Damage or Destruction of Common Property by Owner. In the event any Common Property is damaged or destroyed by an Owner, or any of an Owner's guests, tenants, licensees, agents or members of their families, such Owner does hereby authorize the Association to repair such damaged areas. The amount expended for such repairs shall be a Special Assessment against, and lien upon the Lot of, said Owner and shall be enforceable as other Assessments.

6.04 Suspension of Rights. The Association shall have the right to suspend the right or privilege under this Article of any Member for any period during which the Assessments or user fees and charges assessed under Article IV hereof remain delinquent, and may suspend said right or privilege in connection with the enforcement of any rules and regulations relating to Common Property in accordance with the provisions of this Declaration.

6.05 Joint Use Agreement.

(a) Each Neighboring Owner, and any member of such Neighboring Owner's household, including guests thereof as permitted by the Association, shall have the right and privilege to enjoy and use the Common Property by jointly executing with the Association a Joint Use Agreement, subject to such rules and regulations as may be enacted by the Association Board.

(b) The rules and regulations which may be imposed or enacted by the Association Board in respect of the Neighboring Owners' use and enjoyment of the Common Property shall not substantially interfere with their right to use, or privilege of enjoyment herein granted, but shall be enacted by the Association Board for the purpose of causing the Neighboring Owners to be governed by the same rules and regulations applicable to the Owners and for the purpose of protecting and preserving the Common Property in accordance with the intent of this Declaration. Accordingly, all rights and privileges conferred hereunder are subject to the rights of the Association otherwise provided for in this Declaration.

(c) Notwithstanding the fact that the Neighboring Owners have the right to use and enjoy the Common Property, in order to protect against those situations in which a Neighboring Owner violates the rules and regulations of the Association or of this Declaration, the Association shall be vested with and have the right to impose such restrictions on the use of the Common Property as the Association may deem reasonably necessary in order to give effect to its rights granted hereunder.

(d) The Association may charge a user's fee for the use of any improvements on any of the Common Property but no such fee shall be imposed as a penalty but shall reflect the reasonable costs and expenses, on a proportionate basis, which may be incurred by the Association in owning and operating the Common Property and the improvements thereon. In no event shall any fees charged to the Neighboring Owners be greater than the fees charged and paid by the Owners for the same services or facilities.

(e) Upon the failure of a Neighboring Owner to pay the appropriate fees imposed by the Association or in the event of any violation of the rules and regulations of the Association or if any such Neighboring Owner causes any damage to any of the Common Property then the Association, in addition to the specific remedies herein provided, may pursue such remedies at law or in equity against such Neighboring Owner as the Association may pursue under Missouri law.

ARTICLE VII

Architectural Review Committee

7.01 Purpose, Powers and Duties of the ARC. The purpose of the ARC is to assure that all proposed uses and any construction or alteration of any Structure which takes place on any Lot or any other part of the Property shall be performed in conformity with the objective of high quality environmental design and development as set forth in the Development Plan. To carry out that purpose, the ARC shall have all of the rights, powers and duties conferred upon it pursuant to

the provisions of this Article, including the right to approve any and all proposed uses, site plans and Structures to be constructed on the Property, including improvements to the Common Property. The ARC shall also have the right to approve or disapprove any and all proposed external alterations or use changes for Lots or Common Property. The ARC will not do anything, however, which would prevent the Developers from fulfilling their obligations under the Development Plan.

7.02 Composition and Appointment. The ARC shall be comprised of at least three (3) members, each serving one (1) year terms. The members shall be appointed by the Developers during the Development Period and may be employees or agents of the Developers; thereafter the members shall be appointed by a majority vote of the Association Board.

7.03 Operations of the ARC.

(a) **Decisions by the ARC.** All decisions of the ARC shall be made by a majority of a quorum of the ARC after the entire ARC receives a notice of a meeting or proposal. A quorum of the ARC shall be a majority of all members of the ARC who either (i) are present, in person or by proxy, at any regular or special meeting of the ARC, or (ii) respond within seven (7) days to an electronic notice of a proposal.

(b) **Activities.** The ARC shall adopt and promulgate and, as it deems appropriate, amend the Development Guidelines and will, as required, make findings, determinations, rulings and orders with respect to the conformity with said Development Guidelines of plans and specifications to be submitted for approval to the ARC.

7.04 Development Guidelines.

(a) As contemplated by and pursuant to the provisions of this Article, the ARC may adopt, promulgate, amend, revoke and enforce design and development guidelines, hereafter referred to as the Development Guidelines, for the purposes of establishing policies, requirements, standards, restrictions and specifications with respect to the approval and disapproval of all proposed uses and with respect to all construction or alteration of any Structure on any Lot, Easement Area or Common Property.

(b) The ARC shall make a published copy of its current Development Guidelines, readily available to Members and prospective Members of the Association and builders.

7.05 Submission of Plans and Specifications. No Structure shall be commenced, erected, placed, moved onto or permitted to remain on any Lot, nor shall any existing Structure upon any Lot be altered in any way which, in the opinion of the ARC, materially changes the exterior appearance thereof, nor shall any new use be commenced, unless plans and specifications (including a description of any proposed new use) therefor shall have been submitted to and approved in writing by the ARC. Such plans and specifications submitted to the ARC shall be in such form and shall contain such information as may be required by the ARC in the Development Guidelines.

7.06 Approval of Plans and Specifications. All ARC approvals or authorizations must be in writing. The ARC, in its discretion, is permitted to approve deviations from the Development Guidelines and from this Declaration when, in its judgment, such deviations will result in a more commonly beneficial use for the Association as a whole. When the ARC approves and grants a deviation from this Declaration, such approved deviation shall for all purposes amend this Declaration but only to the limited extent of such specifically approved deviation. No approved deviation shall be deemed to act as a precedent in respect of any other requests for approvals of deviations. Any Member may appeal any approval by the ARC to the Association Board.

7.07 Disapproval of Plans and Specifications.

(a) The ARC shall have the right to disapprove any plans and specifications submitted hereunder as determined by the ARC in its sole judgment and discretion for any reason including, among others, failure of such plans or specifications to comply with this Declaration or the Development Guidelines.

(b) In any case in which the ARC shall disapprove any plans and specifications submitted hereunder, or shall approve the same only as modified or upon specified conditions, such disapproval or qualified approval shall be accompanied by a statement of the grounds upon which such action was based. In any such case the ARC shall, if requested, make reasonable efforts to assist and advise the applicant in order that an acceptable proposal may be prepared and submitted for approval. Any Member may appeal any disapproval by the ARC to the Association Board.

7.08 Inspection Rights. After reasonable notice and at any reasonable time or times, any agent of the Association or the ARC may enter upon any Lot for the purpose of ascertaining whether the use or maintenance of such Lot or the construction of any Structure thereon is in compliance with the provisions hereof. Neither the Association, nor the ARC, nor any agent thereof shall be deemed to have committed a trespass or other wrongful act solely by reason of such entry or inspection, provided such inspection is carried out in accordance with the terms of this Section.

7.09 Violations. If any Structure shall be erected, placed, maintained or altered upon any Lot, or any new use commenced on any Lot, otherwise than in accordance with the plans and specifications approved by the ARC pursuant to this Declaration, such erection, placement, maintenance or alteration shall be deemed to have been undertaken in violation of this Article and without the approval required herein. Upon written notice of the violation to the Owner from the Association Board (which shall be deemed to have been delivered if sent by certified or registered mail, return receipt requested, postage paid), any such Structure so erected, placed, maintained or altered upon any Lot in violation hereof shall be removed or altered, and any such use shall be terminated, so as to extinguish such violation. If the Owner of the Lot upon which such violation exists shall not have taken reasonable steps toward the removal or termination of the same within the time specified in such notice, the Association shall have the right to pursue its Right of Action as provided herein, together with all remedies whether at law or in equity and whether specified

herein, and including but not limited to the remedy of injunctive relief and obtaining a monetary judgment for all costs, expenses, including reasonable attorneys' fees, and damages.

ARTICLE VIII General Restrictions

8.01 Maintenance Required by Owner.

(a) Each Owner shall keep all of the Owner's Lots and all improvements thereon, in good order and repair, including, but not by way of limitation, the seeding, watering and mowing of all lawns, the pruning and cutting of all trees and shrubbery, the removal of all dead or cut shrubbery or trees, and the painting (or other appropriate external care) of all improvements, all in a manner and with such frequency as is consistent with safety, good property management, and community standards. The Association shall have the right, but not the obligation, after written notice to the Owner of the affected Lot as hereinafter provided, to remove trash or rubbish and to cut grass, weeds, and vegetation and to trim or prune any hedge or other planting that, in the opinion of the ARC, by reason of its location or height or the manner in which it is permitted to grow, is detrimental to adjoining Lots or is unattractive in appearance. The Association shall, further, have the right, but not the obligation, to care for vacant and unimproved Property, all at the cost and expense of the Owner thereof. Such cost and expense incurred by the Association shall be paid to the Association upon demand and, if not paid within ten (10) days thereof, shall become a lien upon the Lot affected, equal in priority to the liens provided for herein.

(b) The ARC shall give fifteen (15) days' written notice to the Owner in violation of this Restriction, setting forth the specific violation or breach of this Restriction and the action required to be taken by the Owner to remedy such violation or breach; if, at the end of such time, reasonable steps to accomplish such action have not been taken by the Owner, the ARC may pursue its Right of Action and shall have such other remedies at law or in equity as may then exist or as provided herein.

8.02 Land Use and Building Type. No temporary or permanent Structure shall be erected, altered, placed or permitted to remain on any Lot unless it is an approved Structure and no previously approved Structure shall be used for any purpose other than that for which it was originally approved. The Developers hereby reserves the exclusive right to use any of the Property for temporary use as an office or for model home purposes during the Development Period.

8.03 Landscape Restrictions. No tree or shrubbery shall be maintained in such a manner as to obstruct the view of vehicular traffic. In addition to the restrictions provided for in Section 9.01, no tree having a diameter of four (4) inches or more (measured from a point two (2) feet above ground level) shall be removed from any Lot without the authorization of the ARC. The ARC may adopt and promulgate rules and regulations regarding the requirement of planting trees, preservation of trees and other natural resources and wildlife to protect and encourage the preservation of the ecological balance of the Property. The ARC may mark certain trees, regardless of size, as not removable without written authorization. Landscaping must conform to

the area in the opinion of the ARC. Each Lot must be sodded with fine leaved turf-type tall fescues, ryes, blue grasses, except in areas to be left in a natural state upon approval of the ARC. The ARC, the Association and its agents or designees may come upon any Lot (following reasonable notice) during reasonable hours for the purpose of inspecting and marking trees. Notwithstanding the foregoing, the ARC, in its sole discretion may grant written permission to an Owner to partially or completely grass seed a Lot in lieu of sodding. The grass seed and seeding procedure shall be approved by the ARC prior to commencement of any seeding activities and such seeding shall be performed in strict compliance with seeding procedure as specified by the ARC.

8.04 New Construction. All Living Units and other Structures permitted hereby shall be new construction and no temporary or permanent Structure shall be moved onto any Lot.

8.05 Uncompleted Structures. Construction of a Living Unit or any other Structure shall not commence until the ARC has approved the final plans and specification for such Living Unit or any other Structure. No Living Unit or other Structure shall be permitted to stand with its exterior in an unfinished condition for a period longer than six (6) months after commencement of construction. Extensions for periods beyond six (6) months may be granted by the ARC in its sole discretion. In the event of fire, windstorm or other damage, no Living Unit or other Structure shall be permitted to remain in a damaged condition for more than three (3) months. No Living Unit or other Structure shall be occupied until completed according to the plans and specifications approved by the ARC.

8.06 Structures. No temporary or permanent Structure, trailer, tent, garage, barn or other Structure, whether in the course of construction or otherwise, shall be placed upon any Lot. No detached Structure for purely ornamental purposes, nor above ground swimming pools, nor any permanently constructed stoves, grills or ovens, and no window air conditioning units, may be erected on any part of any Lot without the consent of the ARC

8.07 Fences. No fences or walls shall be placed on any Lot without permission of the ARC. No chain link fence shall be erect on any Lot.

As to the property located within the Winterset Garden 1st Plat and the Winterset Garden 2nd Plat, no fences or walls shall be placed on any Lot without permission of the ARC. However, there shall be no fences permitted to enclose any area of any Lot or to separate any area of any Lot(s) from any other Lot(s). The ARC may permit short lengths of fencing or walls as landscape features only. No chain link fence shall be erected on any Lot. Notwithstanding the foregoing, a privacy fence to enclose a hot tub, spa or private area will be permitted as required by municipal code. The privacy fence shall not exceed 4' in height and shall be built in a pleasing architectural vernacular in relation to the walls or area to which it attaches. An element of landscape screening on the "outside" of the fence shall be required. The maximum distance from the building to the fence shall be limited to 14' dependent on the depth and topography of the Lot. Some Lots may require a lesser depth. The maximum fence width shall be 18' dependent on the depth and topography of the Lot. Some Lots may require a lesser width. All care and maintenance of landscape or sod within the private fence area shall be the responsibility of the homeowner. Attached hereto and incorporated by reference herein as Exhibit "34" is a listing of the parcels which have been

imposed with different development standards, and the differences denoted within this Declaration.

8.08 Placement of Signs on Property. No sign, billboard, or other advertising device of any nature shall be placed upon any Lot, including property identification signs, except by the Developers and except as provided herein and as are approved by the ARC. The ARC may adopt and promulgate rules and regulations relating to signs which may be used within the Property. The ARC may not adopt and promulgate rules and regulations prohibiting “political signs” as that term is defined by Section 442.404 of the Revised Statutes of Missouri, as amended. Nor may the ARC adopt and promulgate rules and regulations prohibiting the advertising of any Lot for sale within the boundaries of the Lot.

8.09 Keeping of Animals on Lots. No animals or birds, other than customary household pets, shall be kept or maintained on any Lot except as specifically authorized by the ARC. In no event shall any such pets be kept, bred or maintained for any commercial purpose or in such a manner as to constitute a nuisance or cause unsanitary conditions. The ARC shall require that dogs shall not be permitted outside of any Lot except on a leash and accompanied by a responsible person. No dog run shall be permitted on any Lot. The ARC may from time to time publish and impose other regulations setting forth the type and number of animals that may be kept on any Lot. Except as to the property located within the Winterset Garden 1st Plat and the Winterset Garden 2nd Plat, outside animal shelters of any type whatsoever shall be approved by the ARC and located within the back yard of any Lot within two feet of the Living Unit thereon and, in the opinion of the ARC, shall be compatible in all respects with such Living Unit.

As to the property located within the Winterset Garden 1st Plat and the Winterset Garden 2nd Plat, no outside animal shelters of any type whatsoever shall be located within the yard of any Lot. Attached hereto and incorporated by reference herein as Exhibit “34” is a listing of the parcels which have been imposed with different development standards, and the differences denoted within this Declaration.

8.10 Disposition of Trash and other Debris. No lumber, metals, bulk materials, refuse or trash shall be kept, stored or allowed to accumulate on any Lot, except building materials during the course of construction for a period not to exceed one hundred eighty (180) days (commencing from day one of the first delivery of any of such materials) unless extended by the ARC in its sole discretion, for any approved Structure, unless such materials are screened from view in a manner approved by the ARC. During the course of construction, it shall be the responsibility of each Owner to insure that construction sites are kept free of unsightly accumulations of rubbish and scrap materials, and that construction materials, trailers, shacks, and the like are kept in a neat and orderly manner. No burning of any trash, leaves, grass or weeds, and no accumulation or storage of litter of any kind shall be permitted on any Lot. If trash or other refuse is to be disposed of by being picked up and carried away on a regular and recurring basis, containers may be placed in the open, on any day that a pickup is to be made, at such place on the Lot so as to provide access to persons making such pick-up. At all other times such containers shall be stored in such a manner that they cannot be seen from adjacent and surrounding property. All such containers shall be kept in a clean and sanitary condition. The ARC may adopt and promulgate reasonable rules and

regulations relating to the size, shape, color and type of containers permitted and the manner of storage of the same on the Property.

8.11 Parking of Motor Vehicles, Boats and Trailers. No truck, commercial vehicle, trailer, commercial trailer house, recreational vehicle, all-terrain vehicle, camper, motorcycle, automobile, mobile home, boat or boat trailer shall be brought upon, stored or habitually parked on any Lot in front of any Living Unit or garage, or between any residence or garage and abutting side street, or upon any street abutting any Lot. This shall not be construed to prohibit the mere temporary (a maximum of twenty-four (24) hours): (a) standing or parking of a trailer, boat, trailer house, recreation vehicle, or mobile home for short periods preparatory to take same to some other location for use; or (b) the temporary standing or parking of a truck or commercial vehicle for loading or unloading; or (c) the parking of any operational automobile on any driveway on any Lot. The ARC may permit such parking for longer than twenty-four (24) hours. No such vehicle shall be openly stored in any area other than as may be designated by the ARC. However, no mechanical maintenance on any vehicle shall be permitted in front of any Living Unit or garage, or between any Living Unit or garage and an abutting side street, or upon any street abutting any Lot. While nothing contained herein shall be considered to prohibit the use of portable or temporary buildings or trailers as field offices by contractors during actual construction, the use and appearance of such a building or trailer must be specifically approved by the ARC prior to it's being moved on site.

As to the property located within the Winterset Garden 1st Plat and the Winterset Garden 2nd Plat, the Developers, on behalf of itself and each lot owner and their assigns, in order to permit the construction of a twenty-four foot (24') wide street, which is in the best interests of all parties in order to preserve the aesthetic nature of the subdivision, hereby agrees and covenants that there shall be no public parking permitted on the east side of Wintergarden Drive, then and there a public street and thoroughfare, and that "No Parking" signs may be erected by the City of Lee's Summit and/or the Association, and that any parking in violation of this restriction shall constitute an offense subject to enforcement by the community Association under the provisions of Article 8.14 against offending Lot owners and/or their guests.

8.12 Nuisances. No noxious or offensive activity shall be carried on upon any portion of the Lots or Living Units or Common Property, nor shall anything be done thereon that may be or become a nuisance or annoyance to any other Owners. No exterior lighting shall be directed outside the boundaries of any Lot but shall be directed so as to avoid glare and excessive light spillage onto abutting or adjacent Lots.

8.13 Antennas, Poles and Projections. No facilities, including poles and wires for the transmission of electricity, television messages, CATV signals and the like shall be placed or maintained above the surface of the ground on any Lot and no external or outside antennas or satellite dishes shall be permitted on any Lot or Living Unit.

No external or outside radio or television antennas or satellite dishes shall be permitted on any lot or living unit. No antenna or satellite dish may be erected, used or maintained outdoors and above the surface of the ground, or attached to a building or otherwise without the written approval of

the ARC. However, one satellite dish, 18½ inches in diameter or smaller may be installed and maintained on any residential lot so long as the location and manner of mounting is disguised to resemble the surroundings or, is, in fact, visually indistinguishable from the structures, devices or improvements otherwise allowed in the community by these Declarations as to so blend into the background of the surroundings as to cause as little attention as possible. If approved, the type of antenna and exact location on the Lot or residence shall be determined by the ARC. In approving such applications, the ARC may require specific forms of screening as it deems appropriate in order to effectuate the intent of this section in order to render the installation as inoffensive as possible to other owners and residents.

No solar collector of any kind or type shall be maintained, except with the permission of the ARC. No flag poles, poles nor standard, shall be erected or maintained, except with the prior written permission of the ARC.

Except as to the property located within the Winterset Garden 1st Plat and the Winterset Garden 2nd Plat, all basketball goals, including type, color and location, must be approved prior to installation by the ARC. Free standing basketball goals are permitted to be placed in front of a residence, but cannot be placed closer to the curb line than 1/2 of the distance from the residence to the curb line. Basketball goals cannot be attached to the front of the residences. All poles shall be black and all backboards are to be clear plexiglass. Basketball goals shall be limited to one free standing basketball goal per residence. Portable basketball goals do not require approval by the ARC but will not be permitted to be left out overnight. Attached hereto and incorporated by reference herein as Exhibit "34" is a listing of the parcels which have been imposed with different development standards, and the differences denoted within this Declaration.

As to the property located within the Winterset Garden 1st Plat and the Winterset Garden 2nd Plat, no basketball goals, including temporary or permanent, shall be permitted. No basketball goals may be affixed to the Living Unit. Attached hereto and incorporated by reference herein as Exhibit "34" is a listing of the parcels which have been imposed with different development standards, and the differences denoted within this Declaration.

8.14 Penalties for Violation. If the ARC determines that provisions of this Article have been violated, the ARC may in its discretion pursue a Right of Action and seek appropriate relief at law or in equity to assure that the purposes of this Article and this Declaration are fulfilled.

8.15 Restrictions for Residential Lots. No profession or home industry shall be conducted in or on any part of a Lot or in any improvement thereon in the Residential Areas without the approval of the ARC. The foregoing restriction shall not be construed or interpreted so as to prohibit "work from home" or "remote work" arrangements whereby the Owner works from a home office without placing exterior signs or incurring traffic from visiting clients, vendors, employees, or staff. The ARC, in its discretion upon consideration of the circumstances in each case, and particularly in consideration of the effect on surrounding Property, may permit a Lot or any improvement thereon to be used in whole or in part for the conduct of a profession or home industry. No profession or home industry shall be permitted, however, unless it is considered by the ARC to be compatible with the neighborhood.

Except as provided herein, any Living Unit located on a Lot designated for residential use within the Property shall be occupied by the Owner of the Living Unit. Notwithstanding the above, however, leasing of Living Units for minimum periods of at least thirty (30) consecutive days at a time will be allowed provided that the Owner first registers the lessee with the Association, providing such information as the Association may require, and file with the Association a complete copy of the executed lease agreement. No such lease shall relieve the Owner of any obligations or duties under this Declaration. The Owner and lessee of any leased Living Unit shall remain jointly and severally responsible to the Association for compliance with all of the restrictions, obligations and requirements imposed by this Declaration, regardless of the terms of the lease which may or may not allocate responsibility between the Owner and the lessee otherwise.

However, as to the Lots and Living Units located within the Winterset Garden 1st Plat and the Winterset Garden 2nd Plat, use of the common areas and common area amenities is restricted to property owners in good standing, and may not be transferred to any other, including lessees. Attached hereto and incorporated by reference herein as Exhibit "34" is a listing of the parcels which have been imposed with different development standards, and the differences denoted within this Declaration.

8.16 Lot Use for Model Home or Real Estate Office. All else herein to the contrary notwithstanding and as expressly limited herein, any residential Lot may be used for a model home or for a real estate office by the Developers during the Development Period. Such right shall be limited to the Developers and shall extend to no other person, builder, Owner or other developer except as may be permitted by a majority vote of the Association Board.

8.17 Use of Clothes Hanging Devices and Machinery. No clothing or any household fabrics shall be hung in the open on any Lot; no machinery shall be operated upon any Lot (except such machinery used in the maintenance of a private residence) except with the approval of the ARC. No machinery shall be placed, parked or stored upon any Lot unless such machinery is placed, parked or stored within an approved Structure. No hoisting devices shall be permitted upon any Lot; except, however, with the prior approval of the ARC.

8.18 Insurance and Damages to Living Units. Each Owner shall obtain and maintain, and provide to the Association upon request a copy of, property insurance insuring the Living Unit and all other improvements on such Owner's Lot against loss by fire and other casualty for its full replacement value. If the Living Unit or other improvements on a Lot are damaged or destroyed by casualty or other cause, the Living Unit and improvements shall be repaired and restored to their prior condition within one hundred eight (180) days unless the ARC agrees otherwise on such terms and conditions as the ARC determines to be reasonable in the circumstances.

8.19 Provisions Applicable to Lots Designated for Single-Family Residences. Residential Lots shall be subject, in addition to the general provisions set forth herein, to the following use restrictions:

(a) **Land Use.** None of said residential Lots may be improved, used or occupied for other than residential purposes (except for model homes used by the

Developers) and no flat or apartment house, although intended for residential purposes, may be erected or operated thereon.

(b) Requirements.

(i) subject to the imposition of alternate square footage requirements as may be established on selected Lots due to location and orientation the minimum square footage enclosed floor areas and other requests shall be as follows:

PLAT	MINIMUM SQUARE FOOTAGE (ENCLOSED FLOOR AREA)
Winterset Garden 1 st Plat	Single level above ground = 1,700 sq. ft.
Winterset Garden 2 nd Plat	Single level above ground = 1,550 sq. ft.
Winterset Woods 1 st Plat	Single level above ground = 2,100 sq. ft. One and one half story = 2,600 sq. ft. Two story = 3,000 sq. ft. Reverse (on main) = 2,100 sq. ft.
Winterset Woods 2 nd Plat	Single level above ground = 2,100 sq. ft. One and one half story = 2,600 sq. ft. Two story = 3,000 sq. ft. Reverse (on main) = 2,100 sq. ft.
Winterset Woods 3 rd Plat	Single level above ground = 2,100 sq. ft. One and one half story = 2,600 sq. ft. Two story = 3,000 sq. ft. Reverse (on main) = 2,100 sq. ft.
Winterset Valley 1 st Plat	Single level above ground = 1,600 sq. ft. One and one half story = 2,150 sq. ft. Two story = 2,000 sq. ft.
Winterset Valley 2 nd Plat	Single level above ground = 1,600 sq. ft. One and one half story = 2,150 sq. ft. Two story = 2,000 sq. ft.
Winterset Valley 3 rd Plat	Single level above ground = 1,600 sq. ft. One and one half story = 2,150 sq. ft. Two story = 2,000 sq. ft.
Winterset Valley 4 th Plat	Single level above ground = 1,600 sq. ft.

	One and one half story = 2,150 sq. ft. Two story = 2,000 sq. ft.
Winterset Valley 5 th Plat	Single level above ground = 1,600 sq. ft. One and one half story = 2,150 sq. ft. Two story = 2,000 sq. ft.
Winterset Valley 6 th Plat	Single level above ground = 1,600 sq. ft. One and one half story = 2,150 sq. ft. Two story = 2,000 sq. ft.
Winterset Valley 10 th Plat	Single level above ground = 1,600 sq. ft. One and one half story = 2,150 sq. ft. Two story = 2,000 sq. ft.
Winterset Valley 11 th Plat	Single level above ground = 1,600 sq. ft. One and one half story = 2,150 sq. ft. Two story = 2,000 sq. ft.
Winterset Valley 12 th Plat	Single level above ground = 1,600 sq. ft. One and one half story = 2,150 sq. ft. Two story = 2,000 sq. ft.
Winterset Valley 13 th Plat	Single level above ground = 1,600 sq. ft. One and one half story = 2,150 sq. ft. Two story = 2,000 sq. ft.
Winterset Valley 7 th Plat	Single level above ground = 1,600 sq. ft. One and one half story = 2,150 sq. ft. Two story = 2,000 sq. ft.
Winterset Valley 8 th Plat	Single level above ground = 1,600 sq. ft. One and one half story = 2,150 sq. ft. Two story = 2,000 sq. ft.
Winterset Valley 9 th Plat	Single level above ground = 1,600 sq. ft. One and one half story = 2,150 sq. ft. Two story = 2,000 sq. ft.
Winterset Park 1 st Plat	Single level residence with attached or built in garage = 1,600 sq. ft. One and one half story = 1,600 sq. ft. on the first floor and 600 sq. ft. on the second floor Two story = 1,100 sq. ft. on the first floor and 1,100 sq. ft. on the second floor and shall require storage for two (2) or more

	automobiles.
Winterset Park 2 nd Plat	<p><u>Lots 46 through 53</u> Single level residences = 1,900 sq. ft. Two story residences = 1,400 sq. ft. (first floor), 1,200 sq. ft. (second floor) One and one-half story residences = 1,750 sq. ft. (first floor), 750 sq. ft. (second floor)</p> <p><u>Lots 54 through 72</u> Single level residences = 1,550 sq. ft. Two story residences = 1,100 sq. ft. (first floor), 1,100 sq. ft. (second floor) One and one-half story residences = 1,550 sq. ft. (first floor), 600 sq. ft. (second floor)</p> <p><u>Lots 73 through 96</u> Single level residences = 1,600 sq. ft. Two story residences = 1,200 sq. ft. (first floor), 1,100 sq. ft. (second floor) One and one-half story residences = 1,600 sq. ft. (first floor), 600 sq. ft. (second floor)</p>
Winterset Park 3 rd Plat	<p>Single Level Residences = 1,550 sq. ft. Two Story Residences = 1,000 sq. ft. (first floor), 1,000 sq. ft. (second floor) One and One-half Story Residences = 1,550 (first floor), 600 (second floor)</p>
Winterset Park 4 th Plat	<p>Single Level Residences = 1,550 sq. ft. Two Story Residences = 1,000 sq. ft. (first floor), 1,000 sq. ft. (second floor) One and One-half Story Residences = 1,550 (first floor), 600 (second floor)</p>
Winterset Park 5 th Plat	<p><u>Lots 97-135</u> Single level above ground = 1,550 sq. ft. One and one half story = 2,150 sq. ft. Two story = 2,000 sq. ft.</p> <p><u>Lots 136-155 and 178-193</u> Single level above ground = 1,550 sq. ft. One and one half story = 1,750 sq. ft. Two story = 1,800 sq. ft.</p>

Winterset Park 6 th Plat	Single level above ground = 1,550 sq. ft. One and one half story = 2,150 sq. ft. Two story = 2,000 sq. ft.
Winterset Park 7 th Plat	Single level above ground = 1,550 sq. ft. One and one half story = 2,150 sq. ft. Two story = 2,000 sq. ft.
Winterset Park 8 th Plat	Single level above ground = 1,550 sq. ft. One and one half story = 2,150 sq. ft. Two story = 2,000 sq. ft.
Winterset Park 9 th Plat	Single level above ground = 1,550 sq. ft. One and one half story = 2,150 sq. ft. Two story = 2,000 sq. ft.
Winterset Park 11 th Plat	Single level above ground = 1,600 sq. ft. One and one half story = 2,150 sq. ft. Two story = 2,000 sq. ft.
Winterset Park 12 th Plat	Single level above ground = 1,600 sq. ft. One and one half story = 2,150 sq. ft. Two story = 2,000 sq. ft.
Winterset Park 14 th Plat	Single level above ground = 1,600 sq. ft. One and one half story = 2,150 sq. ft. Two story = 2,000 sq. ft.
Winterset Park 15 th Plat	Single level above ground = 1,600 sq. ft. One and one half story = 2,150 sq. ft. Two story = 2,000 sq. ft.

All such residences shall have such foundation plantings as may be determined by the ARC and exterior fireplace chimneys must be masonry or wood. All exterior wood chases must have a poured concrete foundation or footing. Exterior fireplace chimneys must be masonry, brick, stone or stucco if on the front elevation.

(ii) "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, plus any living areas of basements, garages, porches or attics.

(iii) When lesser square footage requirements are permitted by the ARC, the ARC will permit such variance from the requirements herein in a consistent manner, and not on a spot basis, taking into consideration the use of adjoining Lots.

(c) **Building Materials.** All building materials shall be in compliance with the requirements of the Development Guidelines while any residential unit is under original construction, and with any requirements of the ARC in approving any Structure or modification to a residential unit after completion of original construction.

8.20 Leasing and Rental Limitations. Rental of residences within the Subdivision by any Owner must be documented by a lease agreement (effective only after a complete executed copy is delivered to the Association) and must not have a term of less than one (1) year. Rental of Residences may only commence after the then current Owner has owned and personally occupied said residence for a minimum of eighteen (18) months. Exceptions to the foregoing requirements may only be made by the ARC, in writing and based upon extraordinary circumstances such as, but not limited to, the military deployment of the Owner. All requests for exceptions to the requirements of this section must be in writing, made to the ARC prior to the effective date of the lease. All lease agreements must include the requirement that the tenants and guests comply with all the rules, regulations, restrictions, covenants, and conditions of the Property as adopted by the Association (and its members) or as adopted by state, federal or local rules, statutes, and ordinances. This requirement shall not relieve the Owner of any obligations or duties to the Association under the Declaration of Covenants, Conditions and Restrictions for maintenance of their Property, restricted uses and/or payment of any assessments. Any Owner leasing their residence prior to the recording of this Amendment shall be required to comply with the requirements imposed herein at the earlier of January 1, 2024, or the expiration of their current lease term. Such owners shall be considered to be “grandfathered” for purposes of the foregoing requirements unless additional time is specifically granted in writing by the ARC. In addition to the Right of Action and other remedies provided herein and under relevant law, failure of an Owner or their tenant to comply with the provisions of this section may result in denial by the ARC to approve renewed lease agreements between the Tenant and Owner, or suspension of future rentals for up to a year following the expiration of any current lease term.

ARTICLE IX Construction on Lots

9.01 Construction Standards.

(a) Commencement of construction on a Lot shall start within sixty (60) days following the recording of the deed from the Developers to the purchaser. Construction shall proceed in a timely and orderly manner to a prompt completion.

(b) No Lot is to be cleared nor shall construction commence on any Lot until a building permit therefor is granted, the Lot closing has taken place and the ARC has approved the plans and specifications for such construction.

(c) No dumping or open burning of construction materials, waste or trash shall occur on any building Lot.

(d) Loud music will not be permitted on any construction site.

(e) No construction signs are permitted identifying the home builder, subcontractors or suppliers, unless provided for by the Developers or the Association.

(f) Certain tree protection procedures have been formulated for Winterset Park. It should be understood that compacting the soil, trenching and grade changes involving cutting or filling often causes death to a healthy tree within three to four years. The following procedures are, therefore, recommended:

(i) Tree clearing of building sites should be done by hand or small machinery to minimize disturbance of remaining trees, particularly outside the footprint of the Living Unit.

(ii) Grading or trenching within the dripline of trees should be minimized and preferably limited to areas away from the center of the tree crown. A qualified arborist or landscape architect should be consulted when working within the dripline of major (as determined by the ARC) trees.

(iii) A qualified arborist should also be consulted if overhead branches of major trees interfere with the construction of the dwelling.

(iv) ARC may require that a four (4) foot construction fence be erected at the drip line of major trees and tree groupings. No construction activities including storage of materials or parking of vehicles or equipment should be allowed within the dripline of trees. Signs, bracing, and temporary wiring should not be nailed to any tree.

(g) Removed and reserved.

(h) Erosion control shall be provided on Lots with steep grades. The ARC may, at its sole discretion, require the builder to place erosion control materials such as straw bales or fencing on any portion of a Lot that appears to be in an erodible condition due to construction activities.

(i) Builders and contractors are responsible, and will be held accountable, for the actions of their workers as well as those of their subcontractors.

(j) No changes in plans during the construction period will be permitted without prior approval of the ARC.

(k) No exterior construction work shall begin before 6:00 a.m. or continue after 7:00 p.m.

(l) Excess excavation materials must be hauled away from the Lot and from the Property before an Owner moves into a Living Unit.

(m) Concrete suppliers and contractors shall clean their equipment only at locations designated by the Developers for that purpose.

(n) Builders shall clean up all trash and debris on the construction site at the end of each day. Trash and debris shall be removed from each construction site at least once a week to a dumping site located off the Property. Builders and their subcontractors will be responsible for removing all construction debris and keeping the construction sites in a well-maintained appearance at all times.

ARTICLE X Duration And Amendment

10.01 Duration. This Declaration and the Restrictions contained herein shall run with, burden and bind the Property, shall inure to the benefit of and shall be enforceable by the Developers (during the Development Period), the Association and any Owner, their respective legal representatives, heirs, successors and assigns, and by any Resident until August 1, 2031; after which time this Declaration and the Restrictions contained herein shall be automatically renewed for successive periods of ten (10) years unless, prior to the commencement of any such renewal period, an instrument terminating this Declaration and the Restrictions contained herein shall be executed by the proper Association officers and recorded in the appropriate Office of the Recorder of Deeds or in such other place of recording as may be appropriate at the time of the execution of such instrument, pursuant to a resolution to such effect approved in writing by not less than two-thirds (2/3) of the total number of Members, which resolution shall have been approved within six (6) months prior to August 1, 2031, or the end of any such ten (10) year extension period.

10.02 Amendment.

(a) Except as hereinafter specifically provided, this Declaration may not be amended, terminated or modified in any respect except by recording an instrument executed by the proper Association officers and authorized by the Members pursuant to a resolution to such effect approved in writing by not less than two-thirds (2/3) of the total number of Member; subject to the rights, if any, of any lienholders of liens on the Property to consent to or approve of such amendment, termination or modification,.

(b) Notwithstanding the foregoing, during the Development Period this Declaration can be abolished, amended, modified or changed in whole or in part by the Developers in order to, among other things, correct deficiencies of this Declaration as determined to exist by the Developers; to annex property as provided for herein or to deannex Property without Association membership approval but with the written consent of Owners located within the boundaries of the Property to be deannexed (who together with Developers shall execute a release document for recording with the appropriate office of the Recorder of Deeds); and, to give effect to all of the rights, obligations and duties created or contemplated herein.

ARTICLE XI
Enforcement

11.01 Right of Action.

(a) In the event of a violation or breach of any Restriction contained in this Declaration, the Association shall give written notice to the Owner setting forth in reasonable detail the nature of such violation or breach and the specific action or actions which shall be taken by the Owner to remedy such violation or breach. If the Owner shall fail to take reasonable steps to remedy such violation or breach within the time limit specified in the written notice, then the Association may pursue its Right of Action. The term "Right of Action" as used herein, shall mean the right of the Association, through its agents and employees, to enter at all reasonable times upon any Lot as to which a violation, breach or other condition to be remedied exists, and take the actions specified in the notice to the Owner to abate, extinguish, remove or repair such violation, breach or other condition which may exist thereon contrary to the provisions hereof. Such entry or action, or both, shall not be deemed to be a trespass or wrongful act solely by reason of such entry and such actions, provided such entry and such actions are carried out in accordance with the provisions of this Section. All costs and expenses including reasonable attorneys' fees incurred by the Association or on its behalf in enforcing such Right of Action, shall be a binding personal obligation of such Owner enforceable at law, as well as a lien on such Owner's Lot enforceable in accordance herewith. The lien provided under this Section shall not be valid against a bona fide purchaser (or bona fide lienholder) of the Lot in question unless a notice of such lien shall have been filed in the appropriate office of the Recorder of Deeds prior to the recordation of the Deed in the said office (or lien instrument) conveying the Lot in question to such purchaser (or subjecting the same to such lien). "Right of Action" shall also mean and encompass the right to impose reasonable monthly or other periodic fines while a violation is outstanding and pursue all remedies herein specified, together with all remedies at law or in equity.

(b) During the Development Period, the Developers may pursue their Right of Action in such cases where in the judgement of the Developers the Association has abused its discretion in electing not to exercise its Right of Action to enforce the provisions of the Declaration and has thereby jeopardized the performance of the obligations of the Developers pursuant to the Development Plan. The Developers' Right of Action shall be subject to the following limitations:

(i) the Developers shall give written notice to the Association identifying the violation which Developers seek to correct and the steps Developers will take to remedy the condition; and

(ii) the Developers may not commence to exercise their Right of Action less than thirty (30) days nor more than sixty (60) days after giving written notice to the Association.

11.02 Specific Performance. Nothing contained herein shall be deemed to affect or limit the rights of the Developers (so long as they may be an Owner), the Association, the Members or the Owners, or anyone of them, to enforce any of the terms, covenants, or conditions of this Declaration by appropriate judicial proceedings. However, the Developers hereby declare that it is impossible to measure in money the damages which will accrue to a beneficiary hereof, its transferees, successors or assigns, by reason of a violation of, or failure to perform any of the obligations provided by this Declaration. Therefore, any beneficiary hereof shall be entitled to relief by way of injunction or specific performance, as well as any other relief available at law or in equity, to enforce the provisions hereof. In any and all such actions, whether at law or in equity, any such beneficiary hereof who is entitled to relief shall also be entitled to recover all costs and expenses, including reasonable attorneys' fees, incurred in enforcing such rights; provided, however, that no such costs and expenses may be recovered against the Association unless the court determines that the Association violated Section 12.7.

11.03 Enforcement of Liens.

(a) The Association shall have a lien for Assessments, user fees and charges (herein collectively, "Assessment" or "Assessments") and shall have a lien for the cost of exercising the Right of Action. The amount which may be recovered by the Association shall include the Assessment or costs, together with the cost of such enforcement proceedings, including reasonable attorneys' fees and interest. Suits to recover a money judgment for unpaid Assessments shall be maintainable without foreclosing or waiving the liens provided for herein

(b) If any demand for payment or claim of lien or liens is not paid when due, the Association Board or its duly authorized representative may thereafter elect to file and record a claim of lien on behalf of the Association against the Lot of the defaulting Owner in the appropriate Office of the Recorder of Deeds. Such claim of lien shall be executed and acknowledged by any officer of the Association and shall contain substantially the following information:

- (i) the name of the delinquent Owner;
- (ii) the legal description and street address of the Lot against which the claim of lien is made;
- (iii) the total amount claimed to be due and owing for the amount of the delinquency, interest thereon, collection costs and reasonable attorneys' fees (with any proper offset allowed);
- (iv) that the claim of lien is made by the Association pursuant to this Declaration; and
- (v) that a lien is claimed against said Lot in an amount equal to the amount stated, together with all sums becoming due and payable in

accordance with this Declaration after the date of recordation of said claim of lien .

(c) Upon such recordation of the duly executed original or copy of such a claim of lien, the lien claimed therein shall immediately attach and become effective in favor of the Association as a lien upon the Lot against which such Assessment or cost was levied. Such a lien shall have priority over all liens or claims created subsequent to the recordation of the claim of lien thereof, except for tax liens or real property taxes and assessments on any Lot in favor of any municipal or other governmental unit and except as provided in Section 4.01 hereof

(d) Any such lien may be foreclosed by appropriate action at law or in the manner provided by law for foreclosure of mortgages or sale by a judgment creditor or in any other manner permitted by the laws of Missouri. The Association Board is hereby authorized to appoint any attorney or any officer or director of the Association for the purpose of conducting such proceedings.

(e) The lien provided for herein shall be in favor of the Association and shall be for the benefit of all other Owners and shall secure payment of all sums set forth in the claim of lien, together with all sums becoming due and payable in accordance with this Declaration after the date of recordation of said claim of lien.

(f) Upon the timely curing of any default for which a notice of claim of lien was filed by the Association Board and the payment of all sums secured by the lien created by the recordation of such claim of lien, the Association Board shall cause an officer of the Association to file and record an appropriate release of such claim of lien in the appropriate Office of the Recorder of Deeds.

(g) No Owner may waive or otherwise escape liability for the Assessments provided for in this Declaration by nonuse of the Common Area, or any part thereof, or any part of the Property, or abandonment of the Owner's Lot.

(h) Notwithstanding anything contained in this Declaration to the contrary, no action may be brought to foreclose or otherwise realize on the lien created by recordation of the claim of lien, until the expiration of thirty (30) days after a copy of said claim of lien, showing the date of recordation thereof, has been mailed to the Owner of the Lot which is described in such claim of lien.

(i) Each Owner does hereby waive to the extent legally possible, all defenses to any liens created pursuant to this Declaration, whether such liens are now in existence or are created at any time in the future, and the benefit of any exemption laws of the State of Missouri now in effect, or in effect from time to time hereafter.

11.04 No Waiver. The failure of the Developers, the Association, any Owner, the Owner's respective legal representatives, heirs, successors and assigns, or any Resident, to enforce

this Declaration shall in no event be considered a waiver of the right to do so thereafter as to a similar violation or breach occurring prior or subsequent thereto.

11.05 Additional Rules. The Association Board, and the ARC, each by a majority vote, to the extent specifically provided herein, may adopt, amend, modify, promulgate and rescind or revoke reasonable rules, regulations and procedures regarding the administration, interpretation and enforcement of the provisions of this Declaration. For the ARC in particular, this includes the right of modification, amendment, revocation or rescision of the Development Guidelines. In so adopting, amending, modifying, promulgating, rescinding, or revoking such rules, regulations and procedures, or in making any finding, determination, ruling or order or in carrying out any directive contained herein relating to the issuance of permits, authorizations, approvals, rules or regulations, the Association and the ARC shall take into consideration the best interests of the Owners of the Property to the end that the Property shall be preserved and maintained as a community of high quality, and shall seek to achieve the development of the Property in accordance with the standards and objectives set forth in the Development Plan.

11.06 Successor Developer. Anything herein mentioned to the contrary notwithstanding, should the Developers lose or divest themselves of a substantial legal or equitable interest in the remaining unsold Property:

(a) All of the Developer's rights, powers, duties and obligations under this Declaration (except as to those possessed by each Owner, so long as the Developer remains as Owner) shall pass with such interest in the real property to a new Owner of part or all of such interest in the Property ("New Developer").

(b) Neither the New Developer, the Association, the Members nor the Owners shall assume any liability arising from the Developers' exercise of its rights and powers under this Declaration or its performance of, or failure to perform, its duties and obligations hereunder before the loss or divestiture of the Developers' rights, powers, duties and obligations hereunder. The foregoing sentence shall not be construed so as to relieve a New Developer, wholly or partially, of the obligation to make advances to the Association pursuant to this Declaration on grounds that any cash deficit of the Association is attributed to the previous action or inaction of the Developers.

ARTICLE XII Miscellaneous

12.01 No Reverter. No Restriction herein is intended to be, or shall be construed as, a condition subsequent or as creating a possibility of reverter.

12.02 Invalidity. The determination by a court that any provision hereof is invalid for any reason shall not affect the validity of any other provision hereof, and to the extent that any term, covenant, or condition contained in this Declaration is in conflict with any applicable laws, this Declaration shall be deemed to be amended so as to comply with applicable laws.

12.03 Violation and Nuisance. Any act or omission whereby any provision of this Declaration is violated in whole or in part is hereby declared to be a nuisance and may be enjoined or abated, whether or not the relief sought is for negative or affirmative action, by the Developers, the Association or any Owner of a Lot.

12.04 Violation of Law. Any violation of any federal, state, municipal or local law, ordinance or regulation pertaining to the ownership, occupation or use of any of the Property is hereby declared to be a violation of the Declaration and subject to any and all of the enforcement procedures set forth herein.

12.05 Remedies Cumulative. Each remedy set forth in this Declaration shall be in addition to all remedies whether available at law or in equity and all such remedies whether or not set forth in this Declaration, shall be cumulative and not exclusive.

12.06 Limitations. During the Development Period, the Association may not use its resources nor take a public position in opposition to the general Development Plan or to changes thereto proposed by the Developers. Nothing in this Section shall be construed to limit the rights of Members acting as individuals or in an affiliation with other members of groups.

12.07 No Personal Liability. No member of the Association Board, officer of the Association, member of the ARC, member of any committee of the Association, whether such committee is specifically described in this Declaration or hereafter created by the Association, or employee, if any, or the Developers shall be personally liable to any Owner, member or to any other party, and shall be indemnified by the Association against all liability and expenses, including reasonable attorneys' fees, for any damage, loss or prejudice suffered or claimed on account of any act, (including any oral representation regarding any aspect of a Lot whatsoever), omission, error, failure to act, or negligence of any such Association Board Member, officer or committee member of the Association, employee, if any, the Developers, or any member of the ARC or any realtor representing the Developers in the sale of a Lot and, further, neither the ARC nor any member thereof shall be liable to the Association, any Owner or to any party for any damage, loss or prejudice suffered by or claimed on account of (a) the approval or disapproval of any plans, drawings or specifications, whether or not defective, (b) the construction or performance of any work upon the Property, (c) the execution and filing of any estoppel certificate, whether or not the facts therein are correct, or (d) any other act, action or conduct of such committee. Such limitation of liability shall apply in all cases, provided that such person has, on the basis of such information as may be possessed by him, acted in good faith, without willful or intentional misconduct.

12.08 Assignability.

(a) The Association shall be empowered to assign its rights, or any part thereof, to any successor public body, authority, agency, district or not-for-profit corporation (hereinafter referred to as the "Successor Entity"), and upon such assignment the Successor Entity shall have those rights and be subject to those duties assigned thereby and shall be deemed to have agreed to be bound by the appropriate provisions hereof to the same extent as if the Successor Entity had been an original party to the Declaration. Any such

assignment shall be accepted by the Successor Entity under a written agreement pursuant to which the Successor Entity expressly assumes the duties and obligations thereby assigned.

(b) If for any reason the Association shall cease to exist without having first assigned its rights hereunder to a Successor Entity, the covenants, restrictions, easements, charges and liens imposed hereunder shall nevertheless continue and any Owner may petition a court of competent jurisdiction to have a trustee appointed for the purpose of organizing a not-for-profit corporation and assigning the rights hereunder with the same force and effect, and subject to the same conditions, as provided in this Section with respect to an assignment and delegation to a Successor Entity.

(c) Any assignment or delegation of rights shall be approved by two-thirds (2/3) of all the Members at an Association annual or special meeting after proper notice is given.

(d) The Developers may, at its option, assign any or all of their rights under this Declaration.

12.09 Headings. The headings of the Articles and Sections hereof are for convenience only and shall not affect the meaning or interpretation of the contents of this Declaration.

12.10 Gender. Throughout this Declaration, the masculine gender shall be deemed to include the feminine and neuter, and the singular, the plural, and vice versa.

12.11 Effect of Violation of Declaration on Mortgage. No violation of this Declaration shall defeat or render invalid the lien of any mortgage made in good faith and for value upon any portion of the Property; provided, however, that any mortgagee in possession or any purchaser at any foreclosure sale or any person in a similar position shall be bound and subject to this Declaration as fully as any other Owner of any portion of the Property.

12.12 Delivery of Notice and Documents.

(a) Any written notice or other documents addressed to the Association, the Association Board, the ARC, or the Developers relating to or required or permitted by the Declaration may be delivered either personally or by certified or registered mail, return receipt requested. If by certified or registered mail, it shall be deemed to have been given, delivered and received upon receipt thereof by the addressee.

(b) Any written notice or other documents relating to or required or permitted by the Declaration may be delivered to an Owner or Member either personally or by mail or by electronic mail to any electronic mail address provided by a Member to the Association unless other requirements are specifically made in any provision hereof. If by mail, it shall be deemed to have been given, delivered and received seventy-two (72) hours after a copy of same has been deposited in the United States mail, postage prepaid, addressed to such Owner or Member, to the address of any Lot or Living Unit owned,

whether in whole or in part, by such Owner or Member, or to any other address last furnished by such Owner or Member to the Association. Each Owner or Member shall file his correct mailing address with the Association and shall promptly notify the Association in writing of any subsequent change of address. Any notice given or required to be sent pursuant to this Section shall be deemed to have been properly given, unless other requirements are specifically made in any provision hereof, when mailed, postage prepaid, to the last known address of the person to whom notice is to be given.

12.13 Local Laws Not Superseded. This Declaration shall not be construed as permitting any action prohibited by applicable zoning laws, or by the laws, rules or regulations of any government body, or by any deed or lease. In the event of any conflict, the most restrictive provision of such laws, rules, regulations, deeds, leases or this Declaration shall govern and control.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the undersigned have set their hands and seals as of the above date.

WINTERSET PARK, INC.
a Missouri Corporation

By: *G. David Gale*
G. DAVID GALE, President

By: *G. David Gale*
G. DAVID GALE, Secretary

By: *Resigned*
JEANNE MARSHALL, Treasurer

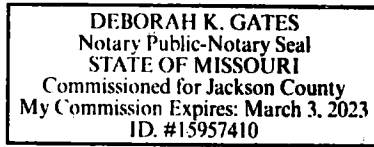
STATE OF MISSOURI)
) SS
COUNTY OF JACKSON)

On this 14th day of July 2022, before me personally appeared G. David Gale ~~and Jeanne Marshall~~ to me personally known, who, being by me duly sworn did say that ~~they are~~ ^{he is} the President, Secretary, ~~and Treasurer~~, respectively, of Winterset Park, Inc., a Missouri corporation, and that said instrument was signed on behalf of said corporation and acknowledged to me that ~~they~~ ^{he} executed the same as the free act and deed of said corporation.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.


Deborah K. Gates
NOTARY PUBLIC

My Commission Expires:



3-3-23

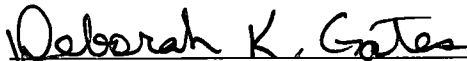
WINTERSET WOODS, LLC
(f/k/a RUF LANDS, LLC)
a Missouri limited liability company

By: 
G. DAVID GALE, Executive Member

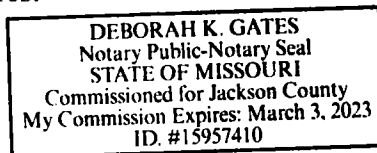
STATE OF MISSOURI)
) SS
COUNTY OF JACKSON)

On this 14th day of July 2022, before me personally appeared G. David Gale to me personally known, who, being by me duly sworn did say that he is the Executive Member of Winterset Woods, LLC (f/k/a RUF Lands, LLC), a Missouri limited liability company, and that said instrument was signed on behalf of said company and acknowledged to me that he executed the same as the free act and deed of said company.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.


NOTARY PUBLIC

My Commission Expires:



3-3-23

GALE COMMUNITIES, INC.
a Missouri Corporation

By: 
G. DAVID GALE, President

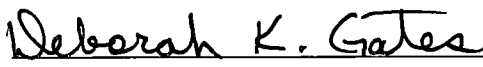
By: 
G. DAVID GALE, Secretary

By: 
G. DAVID GALE, Treasurer

STATE OF MISSOURI)
) SS
COUNTY OF JACKSON)

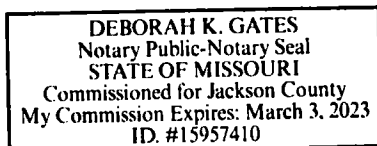
On this 14th day of July, 2022, before me personally appeared G. David Gale to me personally known, who, being by me duly sworn did say that he is the President, Secretary, and Treasurer, of Gale Communities, Inc., a Missouri corporation, and that said instrument was signed on behalf of said corporation and acknowledged to me that he executed the same as the free act and deed of said corporation.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.


NOTARY PUBLIC

My Commission Expires:

3-3-23




WINTERSET 6, LLC
a Missouri limited liability company

By: 
G. DAVID GALE, Member

STATE OF MISSOURI)
) SS
COUNTY OF JACKSON)

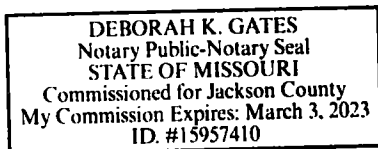
On this 14th day of July, 2022, before me personally appeared G. David Gale to me personally known, who, being by me duly sworn did say that he is an authorized Member, of Winterset 6, LLC, a Missouri limited liability company, and that said instrument was signed on behalf of said company and acknowledged to me that he executed the same as the free act and deed of said company.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.


NOTARY PUBLIC

My Commission Expires:

3-3-23




WINTERSET 7, LLC
a Missouri limited liability company

By: 
G. DAVID GALE, Member

STATE OF MISSOURI)
) SS
COUNTY OF JACKSON)

On this 14th day of July 2022 before me personally appeared G. David Gale to me personally known, who, being by me duly sworn did say that he is an authorized Member, of Winterset 7, LLC, a Missouri limited liability company, and that said instrument was signed on behalf of said company and acknowledged to me that he executed the same as the free act and deed of said company.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.


NOTARY PUBLIC

My Commission Expires:

DEBORAH K. GATES
Notary Public-Notary Seal
STATE OF MISSOURI
Commissioned for Jackson County
My Commission Expires: March 3, 2023
ID. #15957410

3-3-23

EXHIBIT "1"
Legal Description

Winterset Garden – First Plat
Lots 1001 thru 1030 and Tracts A1 thru F1

Platted Legal Description

WINTERSET GARDEN – 1ST PLAT, LOTS 1001 THRU 1030 (INCLUDING LOT 1029A) AND TRACTS A1 THRU F1, A SUBDIVISION OF LAND LOCATED IN LEE'S SUMMIT, JACKSON COUNTY, MISSOURI ACCORDING TO THE RECORDED PLAT THEREOF.

Metes and Bounds Legal Description

All that part of the East Half of the Northeast Quarter of Section 10, Township 47, Range 32 in Lee's Summit, Jackson County, Missouri described as follows:

Commencing at the northeast corner of said half of quarter section; thence South 03 degrees 02 minutes 18 seconds West along the east line of said quarter section, a distance of 50.00 feet to the intersection of said east line and the south right-of-way of line of 3rd Street as established; thence North 87 degrees 11 minutes 40 seconds West along said south right-of-way line, said line being parallel with and 50 feet south of the north line of said half of quarter section, a distance of 867.87 feet to the POINT OF BEGINNING; thence continuing North 87 degrees 11 minutes 40 seconds West along said south right-of-way line, a distance of 462.02 feet to the intersection of said south right-of-way line and the west line of said half of quarter section; thence South 03 degrees 11 minutes 30 seconds West along said west line, a distance of 2546.46 feet to a point on the north right-of-way line of Longview Road as established; thence South 87 degrees 11 minutes 37 seconds East along said north right-of-way line, said line being parallel with and 50 feet north of the south line of said half of quarter section, a distance of 23.60 feet; thence North 51 degrees 28 minutes 53 seconds East, a distance of 415.04 feet; thence North 01 degrees 05 minutes 36 seconds East, a distance of 287.41 feet; thence North 46 degrees 18 minutes 21 seconds East, a distance of 111.97 feet; thence North 24 degrees 38 minutes 16 seconds East, a distance of 531.59 feet; thence North 03 degrees 06 minutes 42 seconds East, a distance of 441.76 feet; thence North 23 degrees 27 minutes 16 seconds West, a distance of 260.27 feet; thence North 07 degrees 44 minutes 28 seconds West, a distance of 184.14 feet; thence North 57 degrees 15 minutes 31 seconds East a distance of 3.57 feet to a point of curve; thence in a northeasterly direction along a curve to the left, having a radius of 211.00 feet, an arc distance of 41.30 feet to a point of reverse curve; thence continuing in a northeasterly direction along a curve to the right, having a radius of 189.00 feet, an arc distance of 48.47 feet; thence North 60 degrees 44 minutes 18 seconds East a distance of 46.70 feet to a point of curve; thence in a northeasterly direction along a curve to the left, having a radius of 725.00 feet, an arc distance of 78.19 feet; thence North 37 degrees 30 minutes 03 seconds West a distance of 50.03 feet to a point of curve; thence in a northerly direction along a curve to the left, having an initial tangent bearing of North 54 degrees 42 minutes 19 seconds East and a radius of 25.00 feet, an arc distance of 35.58 feet to a point of reverse curve; thence continuing in a northerly direction along a curve to the right, having a radius of 275.00 feet, an arc distance of 142.28 feet; thence North 02 degrees 48 minutes 20 seconds East a distance of 38.94 feet to the Point of Beginning. Containing 25.8 acres.

EXHIBIT "2"
Legal Description

Winterset Garden – Second Plat
Lots 1031 thru 1059 (including Lots 1032A and Tract A1A) and Tracts G1 thru M1

Platted Legal Description

WINTERSET GARDEN – 2ND PLAT, LOTS 1031 THRU 1059 (INCLUDING LOTS 1032A AND TRACT A1A) AND TRACTS G1 THRU M1, A SUBDIVISION OF LAND LOCATED IN LEE'S SUMMIT, JACKSON COUNTY, MISSOURI ACCORDING TO THE RECORDED PLAT THEREOF.

Metes and Bounds Legal Description

All that part of the East Half of the Northeast Quarter of Section 10, Township 47, Range 32 in Lee's Summit, Jackson County, Missouri described as follows:

Commencing at the northeast corner of said Northeast Quarter of Section 10; thence North 87 degrees 11 minutes 40 seconds West along the north line of said quarter section, a distance of 1329.18 feet to the northwest corner of said half of quarter section; thence South 03 degrees 11 minutes 39 seconds West along the west line of said half of quarter section, a distance of 50.00 feet to a point on the south right-of-way line of 3rd Street as established, said point being the northeast corner of BRIDLEWOOD – 1ST PLAT, a subdivision of Record, said point also being the northwest corner of WINTERSET GARDEN – 1ST PLAT, a subdivision of Record; thence continuing South 03 degrees 11 minutes 39 seconds West (BRIDLEWOOD plat reads South 03 degrees 11 minutes 24 seconds West) along the west line of said half of quarter section, said line also being the east line of said BRIDLEWOOD – 1ST PLAT, said line also being the west line of said WINTERSET GARDEN – 1ST PLAT, a distance of 1362.69 feet to the southwest corner of said WINTERSET GARDEN – 1ST PLAT, said point also being the POINT OF BEGINNING; thence along the south line of said subdivision the following twelve (12) courses; South 86 degrees 48 minutes 30 seconds East, a distance of 87.80 feet; thence North 79 degrees 35 minutes 45 seconds East, a distance of 68.66 feet; thence South 74 degrees 42 minutes 00 seconds East, a distance of 104.33 feet; thence South 61 degrees 13 minutes 56 seconds East, a distance of 102.99 feet; thence along a curve to the right having an initial tangent bearing of South 19 degrees 31 minutes 47 seconds West a radius of 175.00 feet, an arc distance of 49.87 feet, thence South 35 degrees 52 minutes 48 seconds West, a distance of 7.55 feet; thence South 54 degrees 07 minutes 12 seconds East, a distance of 50.00 feet; thence North 35 degrees 52 minutes 48 seconds East, a distance of 7.55 feet; thence along a curve to the left having a radius of 225.00 feet, an arc distance of 62.20 feet to a point of reverse curve; thence along a curve to the right having a radius of 25.00 feet, an arc distance of 34.24 feet; thence South 81 degrees 30 minutes 49 seconds East, a distance of 84.27 feet to a point of curve; thence along a curve to the right having a radius of 200.00 feet, an arc distance of 24.13 feet to a point on the west line of WINTERSET PARK – 12TH PLAT, a subdivision of Record, thence along the west and south lines of said plat the following three courses, South 27 degrees 23 minutes 08 seconds West, a distance of 129.64 feet; thence South 40 degrees 04 minutes 33 seconds West, a distance of 67.98 feet; thence South 75 degrees 29 minutes 26 seconds East, a distance of 78.15 feet to a point on the west line of WINTERSET PARK – 14TH PLAT, a subdivision of Record; thence along the west line of said plat the following six courses, South 24 degrees 38 minutes 16 seconds West, a distance of 312.25 feet; thence South 46 degrees 18 minutes 21 seconds West, a distance of 111.97 feet; thence South 01 degrees 05 minutes 35 seconds West, a distance of 254.72 feet; thence South 61 degrees 48 minutes 31 seconds East, a distance of 24.41 feet; thence South 07 degrees 43 minutes 57 seconds West, a distance of 99.43 feet; thence South 02 degrees 22 minutes 53 seconds West, a distance of 52.82 feet; thence North 87 degrees 37 minutes 07 seconds West, a distance of 32.08 feet to a point of curve; thence along a curve to the right having a radius of 100.00 feet an arc distance of 36.85 feet to a point of compound curve; thence along a curve to the right having a radius of 234.00 feet, an arc distance of 7.17 feet; thence South 25 degrees 23 minutes 16 seconds West, a distance of 165.76 feet to a point on the north right-of-way line of Longview Road; thence North 87 degrees 12 minutes 26 seconds West, a distance of 209.73 feet to a point on the west line of the East Half of the Northeast Quarter of said Section 10-47-32; thence North 03 degrees 11 minutes 39 seconds East along said west line, said line also being the east line of BRIDLEWOOD 3RD and 1ST PLATS, both being subdivisions of Record, a distance of

1183.64 feet to the POINT OF BEGINNING, containing 10.24 acres.

EXHIBIT "3"
Legal Description

Winterset Park – First Plat
Lots 1 thru 45

Platted Legal Description

LOTS 1 THRU 45, WINTERSET PARK – 1ST PLAT, A SUBDIVISION OF LAND IN LEE'S SUMMIT, JACKSON COUNTY, MISSOURI ACCORDING TO THE RECORDED PLAT THEREOF.

Metes and Bounds Legal Description

A TRACT OF LAND SITUATED IN THE EAST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER AND THE WEST HALF OF THE SOUTHEAST OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 47 NORTH, RANGE 32 WEST ALL IN LEE'S SUMMIT, JACKSON COUNTY, MISSOURI, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF THIRD STREET AND THE WEST LINE OF THE EAST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 2 SAID POINT BEING S 8°47'19"E A DISTANCE OF 659.76 FEET AND N 02°51'26"E A DISTANCE OF 70.00 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 2; THENCE N 02°51'26"E ALONG THE WEST LINE OF THE EAST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 2 A DISTANCE OF 1256.23 FEET TO THE NORTHWEST CORNER OF SAID EAST HALF; THENCE S 87°46'40"E ALONG THE NORTH LINE OF SAID EAST HALF OF THE NORTH LINE OF WEST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 2, A DISTANCE OF 1212.17 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF THE CHICAGO, ROCK ISLAND, PACIFIC RAILROAD; THENCE S 50°03'46"E ALONG SAID SOUTHERLY LINE A DISTANCE OF 133.87 FEET TO A POINT ON THE EAST LINE OF SAID WEST HALF; THENCE S 03°01'00"W ALONG THE EAST LINE OF SAID WEST HALF A DISTANCE OF 1176.09 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF THIRD STREET; THENCE S 75°30'43"W ALONG SAID NORTHERLY LINE A DISTANCE OF 12.82 FEET; THENCE N 87°47'19"W ALONG SAID NORTHERLY LINE A DISTANCE OF 1307.48 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS 38.0 ACRES, MORE OR LESS AND IS SUBJECT TO ALL EASEMENTS AND ENCUMBRANCES OF RECORD.

EXHIBIT "4"
Legal Description

Winterset Park – Second Amendment

Platted Legal Descriptions

Tract 1

LOTS 1 THRU 45, WINTERSET PARK – 1ST PLAT, A SUBDIVISION OF LAND IN LEE'S SUMMIT, JACKSON COUNTY, MISSOURI ACCORDING TO THE RECORDED PLAT THEREOF.

Tract 2

LOTS 46 THRU 96 (INCLUDING LOTS 50A-51A, 50B-51B AND RESURVEY OF LOTS 86-87) WINTERSET PARK 2ND PLAT, A SUBDIVISION OF LAND IN LEE'S SUMMIT, JACKSON COUNTY, MISSOURI ACCORDING TO THE RECORDED PLAT THEREOF.

Tract 3

LOTS 164-166, 168-170 AND 194-227, WINTERSET PARK 3RD PLAT, A SUBDIVISION OF LAND IN LEE'S SUMMIT, JACKSON COUNTY, MISSOURI ACCORDING TO THE RECORDED PLAT THEREOF.

Tract 4

LOTS 157-163, 167 AND 171-177, WINTERSET PARK 4TH PLAT, A SUBDIVISION OF LAND IN LEE'S SUMMIT, JACKSON COUNTY, MISSOURI ACCORDING TO THE RECORDED PLAT THEREOF.

Tract 5

LOTS 97-155 AND 178-193 (INCLUDING A RESURVEY OF LOTS 136, 137 AND TRACT P), WINTERSET PARK 5TH PLAT, A SUBDIVISION OF LAND IN LEE'S SUMMIT, JACKSON COUNTY, MISSOURI ACCORDING TO THE RECORDED PLAT THEREOF

Metes and Bounds Legal Description

Tract 1

A TRACT OF LAND SITUATED IN THE EAST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER AND THE WEST HALF OF THE SOUTHEAST OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 47 NORTH, RANGE 32 WEST ALL IN LEE'S SUMMIT, JACKSON COUNTY, MISSOURI, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF THIRD STREET AND THE WEST LINE OF THE EAST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 2 SAID POINT BEING S 8°47'19"E A DISTANCE OF 659.76 FEET AND N 02°51'26"E A DISTANCE OF 70.00 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 2; THENCE N 02°51'26"E ALONG THE WEST LINE OF THE EAST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 2 A DISTANCE OF 1256.23 FEET TO THE NORTHWEST CORNER OF SAID EAST HALF; THENCE S 87°46'40"E ALONG THE NORTH LINE OF SAID EAST HALF OF THE NORTH LINE OF WEST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER

OF SACTION SECTION 2, A DISTANCE OF 1212.17 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF THE CHICAGO, ROCK ISLAND, PACIFIC RAILROAD; THENCE S 50°03'46"E ALONG SAID SOUTHERLY LINE A DISTANCE OF 133.87 FEET TO A POINT ON THE EAST LINE OF SAID WEST HALF; THENCE S 03°01'00"W ALONG THE EAST LINE OF SAID WEST HALF A DISTANCE OF 1176.09 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF THIRD STREET; THENCE S 75°30'43"W ALONG SAID NORTHERLY LINE A DISTANCE OF 12.82 FEET; THENCE N 87°47'19"W ALONG SAID NORTHERLY LINE A DISTANCE OF 1307.48 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS 38.0 ACRES, MORE OR LESS AND IS SUBJECT TO ALL EASEMENTS AND ENCUMBRANCES OF RECORD.

Tract 2

A tract of land situated in the North Half of Section 11, Township 47 North, Range 32 West, Lee's Summit, Jackson County, Missouri, more particularly described as follows: Commencing at the Northeast corner of said Section 11; thence N87°47'26" W (N87°47'07" W deeded) along the North line of Section 11, a distance of 1,586.82 feet; thence S00°12'34"W, a distance of 50.00 feet to the POINT OF BEGINNING; thence S32°47'20" E (S32°47'01" E deeded), a distance of 195.06 feet; thence Southeasterly an Southerly along a curve to the right from the last described course as a tangent and having a radius of 155.00 feet, distance of 94.68 feet; thence S02°12'34" (S02°12'53" W deeded) a distance of 23.22 feet; thence S87°47'26" E (S87°47'07" E deeded), a distance of 25.00 feet; thence S02°01'07" E (S02°00'48" E deeded) a distance of 672.90 feet; thence S06°09'22" W (S06°09'41" W deeded) a distance of 344.83 feet; thence S36°05'31" E (S36°05'12" E deeded) a distance of 241.09 feet; thence S70°39'58" E (S70°39'39" E deeded), a distance of 330.62 feet; thence S48°59'43" E (S48°59'24" E deeded), a distance of 127.92 feet; thence S41°00'17" W, a distance of 143.74 feet; thence S80°03'26" W, a distance of 293.51 feet; thence N32°36'04" W, a distance of 30.29 feet; thence S52°40'14" W, a distance of 254.78 feet; thence N89°56'18" W, a distance of 100.19 feet; thence N56°28'33" W, a distance of 156.62 feet; thence N05°53'24" W, a distance of 159.27 feet; thence N36°44'30" W, a distance of 88.21 feet; thence N58°54'34" W, a distance of 125.60 feet; thence N0°32'44" W, a distance of 156.11 feet; thence N26°27'10" W, a distance of 285.30 feet; thence Northeasterly along a curve to the left from a tangent bearing N60°43'48" E and having a radius of 320.00 feet, a distance of 177.15 feet; thence N56°43'56" W, a distance of 244.92 feet; thence S60°51'12" W, a distance of 305.30 feet; thence N45°11'41" W, a distance of 185.42 feet; thence N10°51'28" W, a distance of 188.90 feet; thence N45°03'15" E, a distance of 44.47 feet; thence N14°28'46" W, a distance of 184.83 feet; thence Southwesterly along a curve to the left a tangent bearing S78°42'40" W and having a radius of 175.00 feet, a distance of 15.44 feet; thence N16°20'36" W, a distance of 260.36 feet; thence N88°01'36" E, a distance of 365.22 feet; thence N49°34'28" E, a distance of 203.23 feet; thence N02°21'28" W, a distance of 172.41 feet; thence S87°47'26" E (S87°47'07" E deeded) along a line 50.00 feet South of and parallel to the North line of aforesaid Section 11, a distance of 552.73 feet to the point of beginning. Containing 36.355 acres, more or less.

Tract 3

A tract of land situated in the North Half of Section 11, Township 47N (T47N), Range 32 West (R32W), City of Lee's Summit, Jackson County, Missouri, more particularly described as follows:

Commencing at the Northeast corner of said Section 11, (T 47 N), (R 33 W); thence South 02°57'00" West on the East Line of said Section 11, a distance of 2657.46 feet to the Southeast corner of the North Half of Section 11, Township 47 North, Range '33 West; thence North 87°43'50" West on the South Line of said North Half of said Section 11, a distance of 235.59 feet to a point on said South Line; thence N2°16'10"E from the last described course a distance of 61.16 feet to a point of Intersection of the Westerly Right-of-Way Line of Pryor Road and the Northerly Right-of-Way Line of Longview Road, said point also being the Point of Beginning for the following described tract of land: thence North 77°55'12" West along said Northerly Right-of-Way Line, a distance of 110.48 feet to a point of curvature; thence continuing Northwesterly on said Northerly Right-of-Way Line on a curve to the left having a radius of 130.00 feet, a distance of 14.33 feet to a point of tangency; thence continuing on said Northerly Right-of-Way Line North 84°14'08" West, a distance of 1133.14 feet to a point on said Northerly Right-of-Way Line; thence North 05°45'52" East, a distance of 172.42 feet; thence North 83°22'30" West a distance of 42.40 feet; thence North 00°03'42" East, a distance of 129.24 feet to a point of curvature; thence Northwesterly on a curve to the right from a

tangent bearing North 80°34'47" West having a radius of 225.00 feet, a distance of 94.66 feet; thence North 33°31'27" East on a line radial to the last described course, a distance of 50.00 feet; thence North 56°28'33" West, a distance of 23.80 feet; thence North 33°31'27" East, 145.00 feet to a point on the Southerly line of WINTERSET PARK SECOND PLAT, a subdivision in Lee's Summit, Jackson County, Missouri; thence South 56°28'33" East on Southerly Plat Line, a distance of 54.06 feet to the Southwest corner of Lot 61 of said WINTERSET PARK SECOND PLAT; thence South 89°56'18" East on said Southerly Plat Line, a distance of 100.19 feet; thence North 52°40'14" East on said Southerly Plat Line, a distance of 254.78 feet to the Southeast corner of Lot 60 said WINTERSET PARK SECOND PLAT; thence South 32°36'04" East on said Southerly Plat Line, a distance of 30.29 feet; thence North 80°03'26" East on said Southerly Plat Line 293.51 feet; thence North 41°00'17" East on said Southerly Plat Line, a distance of 143.74 feet to the Easterly corner of Tract C of said WINTERSET PARK SECOND PLAT; thence South 48°59'43" East, a distance of 227.33 feet; thence South 55°52'12" East, a distance of 294.57 feet; thence South 74°26'32" East, a distance of 229.14 feet to a point on said Westerly Right-of-Way Line of Pryor Road; thence South 16°39'48" West on said Westerly Right-of-Way Line, a distance of 121.77 feet; thence South 11°29'48" West on said Westerly Right-of-Way Line, a distance of 272.36 feet; thence South 07°39'48" West on said Westerly Right-of-Way Line, a distance of 155.05 feet to the Point of Beginning. Said tract of land containing 19.77 acres more or less.

Tract 4

A tract of land situated in the North Half of Section 11, Township 47 North (T47N), Range 32 West (R32W), City of Lee's Summit, Jackson County, Missouri, more particularly described as follows:

Commencing at the Northeast corner of said Section 11, (T 47N), (R 32 W); thence South 02°57'00" West on the East Line of said Section 11, a distance of 2657.46 feet to the Southeast corner of the North Half of Section 11, Township 47 North, Range 32 West; thence North 87°43'50" West on the South Line of said North Half of said Section 11, a distance of 1489.72 feet to a point on said South Line; thence North 2°16'10" East tangent from the last described course a distance of 150.73 feet to a point of intersection of the West Line of Tract K Winterset Park Third Plat and the North Right-of-Way Line of Longview Road, said point also being the POINT OF BEGINNING for the following described tract of land; thence North 84°14'08" West along said North Right-of-Way, a distance of 345.46 feet to a point on said North Right-of-Way Line; thence North 00°55'34" East, a distance of 189.73 feet; thence North 16°16'01" East, a distance of 76.86 feet; thence North 43°19'47" West, a distance of 98.55 feet; thence North 84°20'30" West, a distance of 64.44 feet; thence North 00°22'34" East, a distance of 124.66 feet to a point of curvature; thence Westerly on a curve to the left having an initial tangent bearing of North 87°11'05" West and a radius of 375.00, feet a distance of 15.96 feet to a point of tangency; thence North 00°22'34" East, a distance of 50.00 feet to a point of curvature; thence Easterly on a curve to the right tangent from the last described course having a radius of 425.00 feet, a distance of 20.23 feet to a point of tangency; thence North 00°50'31" East, a distance of 170.60 feet; thence North 36°15'17" East, a distance of 154.61 feet; thence North 72°35'02" East, a distance of 68.23 feet to a point being the Southwest corner of Lot 68 Winterset Park Second Plat as now established; thence South 58°54'34" East on the South Line of said Lot 68 Winterset Park Second Plat as now established; thence South 58°54'34" East on the South Line of said Lot 68 a distance of 125.60 feet to the Southwest corner of Lot 67 of said Winterset Park Second Plat; thence South 36°44'30" East on the South Line of said Lot 67 and Lot 64 of said Winterset Park Second Plat, a distance of 88.21 feet to a point being the Northwest corner of Lot 63 said Winterset Park Second Plat; thence South 05°53'24" East on the West Line of said Lot 63, a distance of 159.27 feet to a point being the Southwesterly corner of Lot 62 said Winterset Park Second Plat; thence South 56°28'33" East on the South Line of said Lot 62 a distance of 102.56 feet to a point on said South Line of Lot 62 said point also being the Northwest corner of Lot 170 Winterset Park Third Plat; thence South 33°31'27" West on the West Line of Lot 170, a distance of 145.00 feet to the Southwest corner of said Lot 170 said point also being on the North Right-of-Way Line of Walden Drive; thence South 56°26'33" East on said North Right-of-Way Line, a distance of 23.80 feet to a point on said North Right-of-Way Line; thence South 33°31'27" West, a distance of 50.00 feet to a point on the South Right-of-Way Line of Walden Drive to a point of curvature; thence Southeasterly on said South Right-of-Way Line on a curve to the left having a radius of 225.00 feet, a distance of 94.66 feet to a point being the Northwest corner of Lot 166 Winterset Park Third Plat; thence South 00°03'42" West on the West Line of said Lot 166, a distance of 129.24 feet to the Southwest corner of said Lot 166; thence South 83°22'30" East on the South Line of said Lot 166 a distance of 42.40 feet to a point being the Northwest corner of Lot 164 Winterset Park Third Plat; thence South 05°45'52" West on the West, Line of

said Lot 164 and Tract K said Winterset Park Third Plat, a distance of 172.42 feet to the Point of Beginning. Said tract of land containing 6.16 acres more or less.

Tract 5

A tract of land in the North half of Section 11, Township 47 North, Range 32 West, Lee's Summit, Jackson County, Missouri, being more particularly described as follows:

Commencing at the North Quarter corner of said Section 11; thence N 87°47'38" W (N 87°47'19" W Deeded) along the North line of Section 11, a distance of 6.34 feet; thence S 2°12'22" W, a distance of 50.00 feet to a point on the south right of way line of Third Street as now established, thence S 2°12'22" W, a distance of 336.16 feet to a point on the Northwest corner of lot 90, WINTERSET PARK SECOND PLAT, said point being the POINT OF BEGINNING, thence south along the west line of said WINTERSET PARK SECOND PLAT with the following courses: thence S 16°20'36" E, a distance of 260.36 feet to a point of curvature; thence northeasterly on a curve to the right having an initial tangent bearing of N 73°39'24" E and a radius of 175.00 feet, a distance of 15.44 feet; thence S 14°28'46" E, a distance of 184.83 feet; thence S45°03'15" W, a distance of 44.47 feet; thence S 10°51'28" E, a distance of 188.90 feet; thence S 45°11'41" E, a distance of 185.42 feet; thence N 60°51'12" E, a distance of 305.30 feet; thence S 58°43'56" E, a distance of 244.92 feet to a point of curvature; thence southwesterly on a curve to the right having an initial tangent bearing of S 28°00'40" W and a radius of 320.00 feet, a distance of 177.15 feet; thence S 26°27'10" E, a distance of 285.30 feet; thence S 00°32'44" E, a distance of 156.11 feet to a point on the north line of lot 175, WINTERSET PARK FOURTH PLAT; thence south along the west line of said FOURTH PLAT with the following courses: S 72°35'02" W, a distance of 68.23 feet; thence S 38°15'17" W, a distance of 154.61 feet; thence S 00°30'31" W, a distance of 170.60 feet to a point of curvature; thence northwesterly on a curve to the left having an initial tangent bearing of N 86°33'48" W and a radius of 425.00 feet, a distance of 20.23 feet; thence S 00°22'34" W, a distance of 50.00 feet to a point of curvature; thence southeasterly on a curve to the right having an initial tangent bearing of S 89°37'26" E and a radius of 375.00 feet, a distance of 15.96 feet; thence S 00°22'34" W, a distance of 124.65 feet; thence S 84°20'30" E, a distance of 84.44 feet; thence S 43°19'47" E, a distance of 98.55 feet; thence S 16°16'01" W, a distance of 76.86 feet; thence S 00°35'34" W, a distance of 189.73 feet to a point on the north right-of-way line of Longview Road as now established; thence westerly along said right-of-way line with the following courses: N 84°14'08" W (N 84°13'48" W Deeded), a distance of 238.65 feet to a point of curvature; thence southwest on a curve to the left having a radius of 848.51 feet, distance of 428.73 feet to a point of tangency; thence S 66°48'53" W (S 66°48'53" W Deeded), a distance of 101.50 feet to a point of curvature; thence southwest on a curve to the right having a radius of 70.00 feet distance of 30.58 feet; thence N 88°09'11" W (N 88°08'52" W Deeded), a distance of 90.67 feet; thence N 01°50'49" E, a distance of 239.53 feet; thence N 34°33'00" W, a distance of 103.29 feet; thence N 70°40'07" W, a distance of 50.55 feet; thence N 08°49'20" E, a distance of 193.24 feet; thence N 13°14'23" E, a distance of 262.95 feet; thence N 75°45'13" W, a distance of 32.49 feet to a point of curvature; thence westerly on a curve to the right having a radius of 225.00 feet, a distance of 91.08 feet; thence N 08°54'53" E, a distance of 50.00 feet to a point of curvature; thence easterly on a curve to the left having an initial tangent bearing of S 81°05'07" E and a radius of 175.00 feet, a distance of 70.84 feet, to a point of tangency; thence N 75°43'13" E, a distance of 85.67 feet; thence N 11°42'03" W, a distance of 141.34 feet; thence N 45°09'37" W, a distance of 127.11 feet; thence N 43°11'38" W, a distance of 268.90 feet; thence N 38°15'23" W, a distance of 251.84 feet; thence N 50°00'38" W, a distance of 84.85 feet; thence N 24°48'00" W, a distance of 233.99 feet; thence N 25°51'57" E, a distance of 550.58 feet; thence N 30°48'36" E, a distance of 167.60 feet; thence S 69°13'88" E, a distance of 50.78 feet; thence S 52°30'02" E (S 52°49'43" E Zoned), a distance of 146.73 feet; thence S 81°35'40" E (S 81°35'27" E Zoned), a distance of 311.23 feet to the POINT OF BEGINNING.

Said tract containing 1973971.51 square feet or 45.3162 acres more or less and being subject to all easements, restrictions and encumbrances of record.

EXHIBIT "5"
Legal Description

Winterset Park – Second Plat
Lots 46 thru 96 (including Tracts A – H, Lots 50A-51A, 50B-51B
and Resurvey of Lots 86-87)

Platted Legal Descriptions

LOTS 46 THRU 96 (INCLUDING TRACTS A – H, LOTS 50A-51A, 50B-51B AND RESURVEY OF LOTS 86-87) WINTERSSET PARK 2ND PLAT, A SUBDIVISION OF LAND IN LEE'S SUMMIT, JACKSON COUNTY, MISSOURI ACCORDING TO THE RECORDED PLAT THEREOF.

Metes and Bounds Legal Description

A tract of land situated in the North Half of Section 11, Township 47 North, Range 32 West, Lee's Summit, Jackson County, Missouri, more particularly described as follows: Commencing at the Northeast corner of said Section 11; thence N87°47'26" W (N87°47'07" W deeded) along the North line of Section 11, a distance of 1,586.82 feet; thence S00°12'34"W, a distance of 50.00 feet to the POINT OF BEGINNING; thence S32°47'20" E (S32°47'01" E deeded), a distance of 195.06 feet; thence Southeasterly an Southerly along a curve to the right from the last described course as a tangent and having a radius of 155.00 feet, distance of 94.68 feet; thence S02°12'34" (S02°12'53" W deeded) a distance of 23.22 feet; thence S87°47'26" E (S87°47'07" E deeded), a distance of 25.00 feet; thence S02°01'07" E (S02°00'48" E deeded) a distance of 672.90 feet; thence S06°09'22" W (S06°09'41" W deeded) a distance of 344.83 feet; thence S36°05'31" E (S36°05'12" E deeded) a distance of 241.09 feet; thence S70°39'58" E (S70°39'39" E deeded), a distance of 330.62 feet; thence S48°59'43" E (S48°59'24" E deeded), a distance of 127.92 feet; thence S41°00'17" W, a distance of 143.74 feet; thence S80°03'26" W, a distance of 293.51 feet; thence N32°36'04" W, a distance of 30.29 feet; thence S52°40'14" W, a distance of 254.78 feet; thence N89°56'18" W, a distance of 100.19 feet; thence N56°28'33" W, a distance of 156.62 feet; thence N05°53'24" W, a distance of 159.27 feet; thence N36°44'30" W, a distance of 88.21 feet; thence N58°54'34" W, a distance of 125.60 feet; thence N0°32'44" W, a distance of 156.11 feet; thence N26°27'10" W, a distance of 285.30 feet; thence Northeasterly along a curve to the left from a tangent bearing N60°43'48" E and having a radius of 320.00 feet, a distance of 177.15 feet; thence N56°43'56" W, a distance of 244.92 feet; thence S60°51'12" W, a distance of 305.30 feet; thence N45°11'41" W, a distance of 185.42 feet; thence N10°51'28" W, a distance of 188.90 feet; thence N45°03'15" E, a distance of 44.47 feet; thence N14°28'46" W, a distance of 184.83 feet; thence Southwesterly along a curve to the left a tangent bearing S78°42'40" W and having a radius of 175.00 feet, a distance of 15.44 feet; thence N16°20'36" W, a distance of 260.36 feet; thence N88°01'36" E, a distance of 365.22 feet; thence N49°34'28" E, a distance of 203.23 feet; thence N02°21'28" W, a distance of 172.41 feet; thence S87°47'26" E (S87°47'07" E deeded) along a line 50.00 feet South of and parallel to the North line of aforesaid Section 11, a distance of 552.73 feet to the point of beginning. Containing 36.355 acres, more or less.

EXHIBIT "6"
Legal Description

Winterset Park – Third Plat
Lots 164-166, 168-170 and 194-227 and Tracts I-N

Platted Legal Descriptions

LOTS 164-166, 168-170 AND 194-227 and Tracts I-N, WINTERSET PARK 3RD PLAT, A SUBDIVISION OF LAND IN LEE'S SUMMIT, JACKSON COUNTY, MISSOURI ACCORDING TO THE RECORDED PLAT THEREOF.

Metes and Bounds Legal Description

A tract of land situated in the North Half of Section 11, Township 47N (T47N), Range 32 West (R32W), City of Lee's Summit, Jackson County, Missouri, more particularly described as follows:

Commencing at the Northeast corner of said Section 11, (T 47 N), (R 33 W); thence South 02°57'00" West on the East Line of said Section 11, a distance of 2657.46 feet to the Southeast corner of the North Half of Section 11, Township 47 North, Range '33 West; thence North 87°43'50" West on the South Line of said North Half of said Section 11, a distance of 235.59 feet to a point on said South Line; thence N2°16'10"E from the last described course a distance of 61.16 feet to a point of Intersection of the Westerly Right-of-Way Line of Pryor Road and the Northerly Right-of-Way Line of Longview Road, said point also being the Point of Beginning for the following described tract of land: thence North 77°55'12" West along said Northerly Right-of-Way Line, a distance of 110.48 feet to a point of curvature; thence continuing Northwesterly on said Northerly Right-of-Way Line on a curve to the left having a radius of 130.00 feet, a distance of 14.33 feet to a point of tangency; thence continuing on said Northerly Right-of-Way Line North 84°14'08" West, a distance of 1133.14 feet to a point on said Northerly Right-of-Way Line; thence North 05°45'52" East, a distance of 172.42 feet; thence North 83°22'30" West a distance of 42.40 feet; thence North 00°03'42" East, a distance of 129.24 feet to a point of curvature; thence Northwesterly on a curve to the right from a tangent bearing North 80°34'47" West having a radius of 225.00 feet, a distance of 94.66 feet; thence North 33°31'27" East on a line radial to the last described course, a distance of 50.00 feet; thence North 56°28'33" West, a distance of 23.80 feet; thence North 33°31'27" East, 145.00 feet to a point on the Southerly line of WINTERSET PARK SECOND PLAT, a subdivision in Lee's Summit, Jackson County, Missouri; thence South 56°28'33" East on Southerly Plat Line, a distance of 54.06 feet to the Southwest corner of Lot 61 of said WINTERSET PARK SECOND PLAT; thence South 89°56'18" East on said Southerly Plat Line, a distance of 100.19 feet; thence North 52°40'14" East on said Southerly Plat Line, a distance of 254.78 feet to the Southeast corner of Lot 60 said WINTERSET PARK SECOND PLAT; thence South 32°36'04" East on said Southerly Plat Line, a distance of 30.29 feet; thence North 80°03'26" East on said Southerly Plat Line 293.51 feet; thence North 41°00'17" East on said Southerly Plat Line, a distance of 143.74 feet to the Easterly corner of Tract C of said WINTERSET PARK SECOND PLAT; thence South 48°59'43" East, a distance of 227.33 feet; thence South 55°52'12" East, a distance of 294.57 feet; thence South 74°26'32" East, a distance of 229.14 feet to a point on said Westerly Right-of-Way Line of Pryor Road; thence South 16°39'48" West on said Westerly Right-of-Way Line, a distance of 121.77 feet; thence South 11°29'48" West on said Westerly Right-of-Way Line, a distance of 272.36 feet; thence South 07°39'48" West on said Westerly Right-of-Way Line, a distance of 155.05 feet to the Point of Beginning. Said tract of land containing 19.77 acres more or less.

EXHIBIT "7"
Legal Description

Winterset Park – Fourth Plat
Lots 157-163, 167 and 171-177

Platted Legal Descriptions

LOTS 157-163, 167 AND 171-177, WINTERSSET PARK 4TH PLAT, A SUBDIVISION OF LAND IN LEE'S SUMMIT, JACKSON COUNTY, MISSOURI ACCORDING TO THE RECORDED PLAT THEREOF.

Metes and Bounds Legal Description

A tract of land situated in the North Half of Section 11, Township 47 North (T47N), Range 32 West (R32W), City of Lee's Summit, Jackson County, Missouri, more particularly described as follows:

Commencing at the Northeast corner of said Section 11, (T 47N), (R 32 W); thence South 02°57'00" West on the East Line of said Section 11, a distance of 2657.46 feet to the Southeast corner of the North Half of Section 11, Township 47 North, Range 32 West; thence North 87°43'50" West on the South Line of said North Half of said Section 11, a distance of 1489.72 feet to a point on said South Line; thence North 2°16'10" East tangent from the last described course a distance of 150.73 feet to a point of intersection of the West Line of Tract K Winterset Park Third Plat and the North Right-of-Way Line of Longview Road, said point also being the POINT OF BEGINNING for the following described tract of land; thence North 84°14'08" West along said North Right-of-Way, a distance of 345.46 feet to a point on said North Right-of-Way Line; thence North 00°55'34" East, a distance of 189.73 feet; thence North 16°16'01" East, a distance of 76.86 feet; thence North 43°19'47" West, a distance of 98.55 feet; thence North 84°20'30" West, a distance of 64.44 feet; thence North 00°22'34" East, a distance of 124.66 feet to a point of curvature; thence Westerly on a curve to the left having an initial tangent bearing of North 87°11'05" West and a radius of 375.00, feet a distance of 15.96 feet to a point of tangency; thence North 00°22'34" East, a distance of 50.00 feet to a point of curvature; thence Easterly on a curve to the right tangent from the last described course having a radius of 425.00 feet, a distance of 20.23 feet to a point of tangency; thence North 00°50'31" East, a distance of 170.60 feet; thence North 36°15'17" East, a distance of 154.61 feet; thence North 72°35'02" East, a distance of 68.23 feet to a point being the Southwest corner of Lot 68 Winterset Park Second Plat as now established; thence South 58°54'34" East on the South Line of said Lot 68 Winterset Park Second Plat as now established; thence South 58°54'34" East on the South Line of said Lot 68 a distance of 125.60 feet to the Southwest corner of Lot 67 of said Winterset Park Second Plat; thence South 36°44'30" East on the South Line of said Lot 67 and Lot 64 of said Winterset Park Second Plat, a distance of 88.21 feet to a point being the Northwest corner of Lot 63 said Winterset Park Second Plat; thence South 05°53'24" East on the West Line of said Lot 63, a distance of 159.27 feet to a point being the Southwesterly corner of Lot 62 said Winterset Park Second Plat; thence South 56°28'33" East on the South Line of said Lot 62 a distance of 102.56 feet to a point on said South Line of Lot 62 said point also being the Northwest corner of Lot 170 Winterset Park Third Plat; thence South 33°31'27" West on the West Line of Lot 170, a distance of 145.00 feet to the Southwest corner of said Lot 170 said point also being on the North Right-of-Way Line of Walden Drive; thence South 56°26'33" East on said North Right-of-Way Line, a distance of 23.80 feet to a point on said North Right-of-Way Line; thence South 33°31'27" West, a distance of 50.00 feet to a point on the South Right-of-Way Line of Walden Drive to a point of curvature; thence Southeasterly on said South Right-of-Way Line on a curve to the left having a radius of 225.00 feet, a distance of 94.66 feet to a point being the Northwest corner of Lot 166 Winterset Park Third Plat; thence South 00°03'42" West on the West Line of said Lot 166, a distance of 129.24 feet to the Southwest corner of said Lot 166; thence South 83°22'30" East on the South Line of said Lot 166 a distance of 42.40 feet to a point being the Northwest corner of Lot 164 Winterset Park Third Plat; thence South 05°45'52" West on the West, Line of said Lot 164 and Tract K said Winterset Park Third Plat, a distance of 172.42 feet to the Point of Beginning. Said tract of land containing 6.16 acres more or less.

EXHIBIT "8"
Legal Description

Winterset Park – Fifth Plat
Lots 97-155, 178-193 and Tracts O, Q and R
(Including a Resurvey of Lots 136, 137 and Tract P)

Platted Legal Descriptions

LOTS 97-155 AND 178-193 (INCLUDING A RESURVEY OF LOTS 136, 137 AND TRACT P), WINTERSET PARK 5TH PLAT, A SUBDIVISION OF LAND IN LEE'S SUMMIT, JACKSON COUNTY, MISSOURI ACCORDING TO THE RECORDED PLAT THEREOF

Metes and Bounds Legal Description

A tract of land in the North half of Section 11, Township 47 North, Range 32 West, Lee's Summit, Jackson County, Missouri, being more particularly described as follows:

Commencing at the North Quarter corner of said Section 11; thence N 87°47'38" W (N 87°47'19" W Deeded) along the North line of Section 11, a distance of 6.34 feet; thence S 2°12'22" W, a distance of 50.00 feet to a point on the south right of way line of Third Street as now established, thence S 2°12'22" W, a distance of 336.16 feet to a point on the Northwest corner of lot 90, WINTERSET PARK SECOND PLAT, said point being the POINT OF BEGINNING, thence south along the west line of said WINTERSET PARK SECOND PLAT with the following courses: thence S 16°20'36" E, a distance of 260.36 feet to a point of curvature; thence northeasterly on a curve to the right having an initial tangent bearing of N 73°39'24" E and a radius of 175.00 feet, a distance of 15.44 feet; thence S 14°28'46" E, a distance of 184.83 feet; thence S45°03'15" W, a distance of 44.47 feet; thence S 10°51'28" E, a distance of 188.90 feet; thence S 45°11'41" E, a distance of 185.42 feet; thence N 60°51'12" E, a distance of 305.30 feet; thence S 58°43'56" E, a distance of 244.92 feet to a point of curvature; thence southwesterly on a curve to the right having an initial tangent bearing of S 28°00'40" W and a radius of 320.00 feet, a distance of 177.15 feet; thence S 26°27'10" E, a distance of 285.30 feet; thence S 00°32'44" E, a distance of 156.11 feet to a point on the north line of lot 175, WINTERSET PARK FOURTH PLAT; thence south along the west line of said FOURTH PLAT with the following courses: S 72°35'02" W, a distance of 68.23 feet; thence S 38°15'17" W, a distance of 154.61 feet; thence S 00°30'31" W, a distance of 170.60 feet to a point of curvature; thence northwesterly on a curve to the left having an initial tangent bearing of N 86°33'48" W and a radius of 425.00 feet, a distance of 20.23 feet; thence S 00°22'34" W, a distance of 50.00 feet to a point of curvature; thence southeasterly on a curve to the right having an initial tangent bearing of S 89°37'26" E and a radius of 375.00 feet, a distance of 15.96 feet; thence S 00°22'34" W, a distance of 124.65 feet; thence S 84°20'30" E, a distance of 84.44 feet; thence S 43°19'47" E, a distance of 98.55 feet; thence S 16°16'01" W, a distance of 76.86 feet; thence S 00°35'34" W, a distance of 189.73 feet to a point on the north right-of-way line of Longview Road as now established; thence westerly along said right-of-way line with the following courses: N 84°14'08" W (N 84°13'48" W Deeded), a distance of 238.65 feet to a point of curvature; thence southwest on a curve to the left having a radius of 848.51 feet, distance of 428.73 feet to a point of tangency; thence S 66°48'53" W (S 66°48'53" W Deeded), a distance of 101.50 feet to a point of curvature; thence southwest on a curve to the right having a radius of 70.00 feet distance of 30.58 feet; thence N 88°09'11" W (N 88°08'52" W Deeded), a distance of 90.67 feet; thence N 01°50'49" E, a distance of 239.53 feet; thence N 34°33'00" W, a distance of 103.29 feet; thence N 70°40'07" W, a distance of 50.55 feet; thence N 08°49'20" E, a distance of 193.24 feet; thence N 13°14'23" E, a distance of 262.95 feet; thence N 75°45'13" W, a distance of 32.49 feet to a point of curvature; thence westerly on a curve to the right having a radius of 225.00 feet, a distance of 91.08 feet; thence N 08°54'53" E, a distance of 50.00 feet to a point of curvature; thence easterly on a curve to the left having an initial tangent bearing of S 81°05'07" E and a radius of 175.00 feet, a distance of 70.84 feet, to a point of tangency; thence N 75°43'13" E, a distance of 85.67 feet; thence N 11°42'03" W, a distance of 141.34 feet; thence N 45°09'37" W, a distance of 127.11 feet; thence N 43°11'38" W, a distance of 268.90 feet; thence N 38°15'23" W, a distance of 251.84 feet; thence N 50°00'38" W, a distance of 84.85 feet; thence N 24°48'00" W, a distance of 233.99 feet; thence N 25°51'57" E, a distance of 550.58

feet; thence N 30°48'36" E, a distance of 167.60 feet; thence S 69°13'88" E, a distance of 50.78 feet; thence S 52°30'02" E (S 52°49'43" E Zoned), a distance of 146.73 feet; thence S 81°35'40" E (S 81°35'27" E Zoned), a distance of 311.23 feet to the POINT OF BEGINNING.

Said tract containing 1973971.51 square feet or 45.3162 acres more or less and being subject to all easements, restrictions and encumbrances of record.

EXHIBIT "9"
Legal Description

Winterset Park – Sixth Plat
Lots 228 thru 279 and Tracts S1 thru S13

Platted Legal Descriptions

LOTS 228-279 AND TRACTS S1-S13, WINTERSET PARK 6TH PLAT, A SUBDIVISION OF LAND IN LEE'S SUMMIT, JACKSON COUNTY, MISSOURI ACCORDING TO THE RECORDED PLAT THEREOF.

Metes and Bounds Legal Description

A tract of land in the Northwest Quarter of Section 11, Township 47 North, Range 32 West, Lee's Summit, Jackson County, Missouri, being more particularly described as follows:

Commencing at the Southeast corner of said Northwest Quarter of Section 11; thence N 87°36'34" W along the South line of said Northwest Quarter, a distance of 56.61 feet to the Point of Beginning; thence N 02°23'26" E, a distance of 54.46 feet to a point of the Southwest corner of Winterset Park, Fifth Plat; thence along the west line of said Winterset Park, Fifth Plat, with the following courses: thence N 01°50'49" E, a distance of 239.53 feet; thence N 34°33'00" W, a distance of 103.29 feet; thence N 70°40'07" W, a distance of 50.55 feet; thence N 08°49'20" E, a distance of 193.24 feet; thence N 13°14'23" E, a distance of 262.95 feet; thence S 75°43'13" W, a distance of 32.49 feet to a point of curvature; thence along a curve to the right having a radius of 225.00 feet, a distance of 91.08 feet; thence N 08°34'53" E, a distance of 50.00 feet; thence along a curve to the left having an initial tangent bearing of S 81°05'07" E and a radius of 175.00 feet, a distance of 70.84 feet; thence N 75°43'13" E, a distance of 65.87 feet; thence N 11°42'03" W, a distance of 141.34 feet; thence N 45°09'37" W, a distance of 127.11 feet; thence N 43°11'38" W, a distance of 288.90 feet; thence N 38°15'23" W, a distance of 251.84 feet; thence N 60°00'38" W, a distance of 65.07 feet; thence leaving the said West line of Winterset Park with a bearing of S 67°29'25" W, a distance of 519.68 feet; thence S 15°29'55" W, a distance of 371.56 feet; thence S 49°48'24" W, a distance of 278.22 feet; thence S 11°24'07" W, a distance of 386.35 feet to a point on the proposed north right-of-way line of Longview Road; thence S 02°23'28" W, a distance of 50.00 feet to a point on the South line of said Northwest Quarter of Section 11; thence S 87°38'34" E along said south line, a distance of 441.08 feet; thence N 03°06'41" E, a distance of 210.00 feet; thence S 87°38'34" E, a distance of 315.00 feet; thence S 03°08'41" W, a distance of 210.00 feet to a point on the South line of said Northwest Quarter of Section 11; thence S 87°36'34" E along said south line, a distance of 601.60 feet to the point of beginning. Less that part previously dedicated as road right of way. Said tract containing 1,371.274 square feet or 31.4801 acres more or less and being subject to all easements, restrictions and encumbrances of record.

EXHIBIT "10"
Legal Description

Winterset Park – Seventh Plat
Lots 280 – 329 (Including Lots 323A and 324A) and Tracts T1 thru T11

Platted Legal Descriptions

LOTS 280-329 (INCLUDING LOTS 323A AND 324A) AND TRACTS T1-T11, WINTERSSET PARK 7TH PLAT, A SUBDIVISION OF LAND IN LEE'S SUMMIT, JACKSON COUNTY, MISSOURI ACCORDING TO THE RECORDED PLAT THEREOF.

Metes and Bounds Legal Description

A tract of land in the Northeast Quarter of Section 11, Township 47 North, Range 32 West, Lee's Summit, Missouri being more particularly described as follows:

Commencing at the Northwest corner of said Northwest Quarter; thence S 87°47'36" E along the North line of said Northwest Quarter, a distance of 1227.90 feet; thence S 02°12'22" W, a distance of 50.00 feet to a point on the south right-of-way line of Third Street as now established, said point being the Point of Beginning; thence S 07°47'30" E, along said south right-of-way, a distance of 957.37 feet to a point on the west line of WINTERSSET PARK FIFTH PLAT, a subdivision in Lee's Summit, Jackson County, Missouri; thence southerly along said west line with the following courses; S 67°29'25" W, a distance of 214.55 feet; thence S 30°48'05" W, a distance of 412.48 feet; thence leaving said west line with a bearing of N 64°38'32" W, a distance of 288.28 feet; thence S 08°31'35" W, a distance of 314.45 feet; thence N 70°14'22" W, a distance of 148.79 feet; thence N 64°11'40" W, a distance of 70.00 feet; thence S 25°48'20" W a distance of 117.37 feet; thence along a curve to the right having a radius of 25.00 feet, a distance of 36.11 feet; thence N 71°25'32" W, a distance of 11.34 feet; thence along a curve to the left having a radius of 525.00 feet, a distance of 149.95 feet; thence N 02°33'15" E, a distance of 115.79 feet; thence N 02°12'22" E, a distance of 144.22 feet; thence S 87°47'35" E, a distance of 170.78 feet; thence N 02°12'22" E, a distance of 50.00 feet; thence along a curve to the right having an initial tangent bearing of S 87°47'38" E, a radius of 528.00 feet and a distance of 145.00 feet; thence along a curve to the left bearing a radius of 14.00 feet, a distance of 18.29 feet; thence along a curve to the right with a radius of 1036.00 feet, a distance of 44.04 feet; thence N 35°37'25" E, a distance of 41.70 feet; thence along a curve to the left with a radius of 983.00 feet, a distance of 137.37 feet thence N 21°38'50" E, a distance of 103.88 feet; thence along a curve to the left with a radius of 14.00 feet, a distance of 24.43 feet; thence N 17°30'50" E, a distance of 50.00 feet; thence S 72°21'10" E, a distance of 13.75 feet; thence along a curve to the left with a radius of 14.00 feet, a distance of 19.55 feet; thence N 02°23'28" W, a distance of 50.00 feet to a point on the South line of said Northwest Quarter of Section 11; thence S 27°38'50" E, a distance of 217.85 feet; thence along a curve to the left having a radius of 970.00 feet, a distance of 37.07 feet; thence along a curve to the left with a radius of 14.00 feet, a distance of 25.13 feet; thence N 12°25'14" E, a distance of 50.00 feet; thence S 77°30'48" E, a distance of 14.42 feet; thence along a curve to the left having a radius of 970.00 feet, a distance of 75.81 feet; thence along a curve to the left having a radius of 488.00 feet, a distance of 70.03 feet; thence N 07°04'29" E, a distance of 49.00 feet; thence along a curve to the left having a radius of 14.00 feet, a distance of 22.85 feet; thence N 87°47'58" W, a distance of 19.00 feet, thence N 02°12'22" E, a distance of 235.00 feet to the Point of Beginning. Containing 30.08 acres more or less.

EXHIBIT "11"
Legal Description

Winterset Park – Eighth Plat
Lots 330 – 377 and Tracts U1 – U13

Platted Legal Descriptions

LOTS 330-377 AND TRACTS U1-U13 AND GREENSPACE, WINTERSET PARK 8TH PLAT, A SUBDIVISION OF LAND IN LEE'S SUMMIT, JACKSON COUNTY, MISSOURI ACCORDING TO THE RECORDED PLAT THEREOF.

Metes and Bounds Legal Description

A TRACT OF LAND IN THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 47 NORTH, RANGE 32 WEST, LEE'S SUMMIT, JACKSON COUNTY, MISSOURI BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID NORTHWEST QUARTER OF SECTION 11; THENCE SOUTH 87 DEGREES 36 MINUTES 50 SECONDS EAST ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER A DISTANCE OF 74.40 FEET TO THE TRUE POINT OF BEGINNING ON THE SOUTHWEST CORNER OF WINTERSET PARK EIGHTH PLAT; THENCE NORTH 02 DEGREES 32 MINUTES 51 SECONDS EAST, A DISTANCE OF 45.33 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 545.00 FEET, A DISTANCE OF 224.88 FEET TO A POINT OF REVERSE CURVATURE HAVING A RADIUS OF 14.00 FEET, A DISTANCE OF 21.01 FEET; THENCE NORTH 30 DEGREES 11 MINUTES 24 SECONDS EAST, A DISTANCE OF 50.00 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING AN INITIAL TANGENT BEARING OF SOUTH 50 DEGREES 48 MINUTES 35 SECONDS EAST AND A RADIUS OF 14.00 FEET, A DISTANCE OF 21.01 FEET TO A POINT OF REVERSE CURVATURE, THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 515.00 FEET, A DISTANCE OF 251.31 FEET TO A POINT OF COMPOUND CURVE HAVING A RADIUS OF 500 FEET A DISTANCE OF 43.69 FEET TO A POINT OF REVERSE CURVATURE HAVING A RADIUS OF 14.00 FEET, A DISTANCE OF 23.14 FEET; THENCE NORTH 50 DEGREES 53 MINUTES 28 SECONDS EAST, A DISTANCE OF 50.00 FEET, THENCE SOUTH 39 DEGREES 06 MINUTES 32 SECONDS EAST, A DISTANCE OF 1.64 FEET TO A CURVE TO THE LEFT HAVING A RADIUS OF 14.00 FEET, A DISTANCE OF 21.99 FEET; THENCE NORTH 50 DEGREES 53 MINUTES 20 SECONDS EAST, A DISTANCE OF 106.58 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 970.00 FEET, A DISTANCE OF 143.28 FEET TO A POINT OF COMPOUND CURVATURE HAVING A RADIUS OF 13.00 FEET, A DISTANCE OF 20.94 FEET; THENCE NORTH 40 DEGREES 00 MINUTES 08 SECONDS EAST, A DISTANCE OF 50.00; THENCE ALONG A CURVE TO THE LEFT HAVING AN INITIAL TANGENT OF SOUTH 49 DEGREES 50 MINUTES 52 SECONDS EAST, HAVING A RADIUS OF 13.00 FEET, A DISTANCE OF 20.94 FEET TO A POINT OF COMPOUND CURVATURE; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 970.00 FEET, A DISTANCE OF 151.21 FEET; THENCE NORTH 23 DEGREES 04 MINUTES 57 SECONDS EAST 87.33 FEET TO A TPOINT OF CURVATURE; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 13.00 FEET, A DISTANCE OF 21.64 FEET; THENCE NORTH 71 DEGREES 25 MINUTES 45 SECONDS WEST, A DISTANCE OF 19.13 FEET; THENCE NORTH 18 DEGREES 11 MINUTES 15 SECONDS EAST, A DISTANCE OF 50.00 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE LEFT HAVING AN INITIAL TANGENT BEARING OF SOUTH 71 DEGREES 25 MINUTES 32 SECONDS EAST HAVING A RADIUS OF 25.00 FEET, A DISTANCE OF 36.12 FEET; THENCE NORTH 25 DEGREES 48 MINUTES 20 SECONDS EAST, A DISTANCE OF 117.37 FEET TO THE SOUTH LINE OF WINTERSET PARK SEVENTH PLAT; THENCE ALONG THE SOUTHERLY LINE OF SAID SEVENTH PLAT SOUTH 64 DEGREES 11 MINUTES 40 SECONDS EAST, A DISTANCE OF 70.00 FEET; THENCE SOUTH 76 DEGREES 14 MINUTES 32 SECONDS EAST, A DISTANCE OF 148.72 FEET; THENCE NORTH 86

DEGREES 31 MINUTES 35 SECONDS EAST, A DISTANCE OF 315.43 FEET; THENCE SOUTH 64 DEGREES 48 MINUTES 31 SECONDS EAST, A DISTANCE 288.88 FEET TO THE SOUTHEASTERLY CORNER OF SAID SEVENTH PLAT; THENCE SOUTH 30 DEGREES 46 MINUTES 08 SECONDS WEST, A DISTANCE OF 106.36 FEET; THENCE SOUTH 15 DEGREES 29 MINUTES 55 SECONDS WEST, A DISTANCE OF 371.56 FEET TO THE SOUTHWESTERLY CORNER OF LOT 255 OF WINTerset PARK SIXTH PLAT; THENCE ALONG THE WESTERLY LINE OF SAID SIXTH PLAT SOUTH 49 DEGREES 48 MINUTES 24 SECONDS WEST, A DISTANCE OF 278.25 FEET; THENCE SOUTH 11 DEGREES 24 MINUTES 07 SECONDS WEST, A DISTANCE OF 388.13 FEET; THENCE SOUTH 02 DEGREES 23 MINUTES 26 SECONDS WEST, A DISTANCE OF 50.00 FEET TO THE SOUTHWEST CORNER OF SAID SIXTH PLAT ON THE SOUTHLINE OF SAID NORTHWEST QUARTER OF SECTION 11, THENCE ALONG SAID SOUTHLINE NORTH 87 DEGREES 36 MINUTES 34 SECONDS WEST 1746.35 FEET TO THE TRUE POINT OF BEGINNING CONTAINING 1139.193 SQUARE FEET OR 26.15 ACRES MORE OR LESS AND BEING SUBJECT TO ALL EASEMENTS, RESTRICTIONS AND ENCUMBRANCES OF RECORD.

EXHIBIT "12"
Legal Description

Winterset Park – Ninth Plat (Ninth Phase)
Lots 378 – 443 (Including Lot 439A) and Tracts A – F

Platted Legal Descriptions

LOTS 378 THRU 443 (INCLUDING LOT 439A) AND TRACTS A THRU F, WINTERSET PARK 9TH PHASE, A SUBDIVISION OF LAND IN LEE'S SUMMIT, JACKSON COUNTY, MISSOURI ACCORDING TO THE RECORDED PLAT THEREOF.

Metes and Bounds Legal Description

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 47 NORTHER, RANGE 52 WEST, OF THE FIFTH PRINCIPAL MERIDIAN, IN LEE'S SUMMIT, JACKSON COUNTY, MISSOURI; THENCE SOUTH S 87°47'28" EAST, ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 528.80 FEET THENCE SOUTH 02°12'32" WEST, A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 87°47'28" EAST, ALONG THE SOUTH RIGHT-OF-WAY LINE OF THIRD STREET, A DISTANCE OF 703.13 FEET; THENCE SOUTH 02°12'30" WEST, A DISTANCE OF 235.00 FEET; THENCE SOUTH 87°47'38" EAST, A DISTANCE OF 22.13 FEET; THENCE ON A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 32°26'57", A RADIUS OF 14.00 FEET, FOR A LENGTH OF 22.50 FEET; THENCE ON A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 2°56'14" A RADIUS OF 1315.43 FEET, FOR A LENGTH OF 67.64 FEET; THENCE SOUTH 07°04'28" WEST, A DISTANCE OF 49.08 FEET; THENCE ON A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 2°01'52", A RADIUS OF 400.00 FEET, FOR A LENGTH OF 26.60 FEET; THENCE ON A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 81°50'12", A RADIUS OF 14.00 FEET, FOR A LENGTH OF 20.01 FEET; THENCE NORTH 77°30'48" WEST, A DISTANCE OF 14.42 FEET; THENCE SOUTH 12°23'14" WEST, A DISTANCE OF 50.00 FEET; THENCE ON A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 102°51'06", A RADIUS OF 14.00 FEET, FOR A LENGTH OF 25.13 FEET; THENCE ON A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 2°18'29", A RADIUS OF 970.00 FEET, FOR A LENGTH OF 39.07 FEET; THENCE SOUTH 27°38'50" WEST, A DISTANCE OF 217.85 FEET; THENCE ON A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 80°00'00", A RADIUS OF 14.00 FEET, FOR A LENGTH OF 13.55 FEET; THENCE NORTH 72°21'10" WEST, A DISTANCE OF 13.73 FEET; THENCE SOUTH 17°38'50" WEST, A DISTANCE OF 50.00 FEET; THENCE ON A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 100°00'00", A RADIUS OF 14.00 FEET, FOR A LENGTH OF 24.43 FEET; THENCE SOUTH 27°38'50" WEST, A DISTANCE OF 103.88 FEET; THENCE ON A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE 7°50'40", A RADIUS OF 555.00 FEET, FOR A LENGTH OF 134.99 FEET; THENCE SOUTH 35°33'23" WEST, A DISTANCE OF 2.77 FEET; THENCE SOUTH 35°37'25" WEST, A DISTANCE OF 41.70 FEET; THENCE ON A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 2°26'06", A RADIUS OF 1036.00 FEET, THENCE N 02°12'22" FOR A LENGTH OF 44.04 FEET; THENCE ON A CURVE TO THE RIGH HAVING A CENTRAL ANGLE OF 72°50'34", A RADIUS OF 14.00 FEET, FOR A LENGTH OF 10.20 FEET; THENCE ON A CURVE TO THE LEFT HAVING A CENTRAL ANGEL OF 15°49'22", A RADIUS OF 525.00 FEET, FOR A LENGTH OF 145.00 FEET; THENCE SOUTH 02°12'22" WEST, A DISTANCE OF 50.00 FEET; THENCE NORTH 87°47'38" WEST, A DISTANCE OF 94.42 FEET; THENCE ON A CURVE TO LEFT HAVING A CENTRAL ANGLE OF 8°17'37", A RADIUS OF 900.00 FEET, FOR A LENGTH OF 130.28 FEET; THENCE SOUTH 02°30'43" WEST, A DISTANCE OF 248.24 FEET; THENCE ON A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 12°06'29", A RADIUS OF 253.56 FEET; FOR A LENGTH OF 53.58 FEET; THENCE ON A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 16°22'07", A RADIUS OF 525.00 FEET, FOR A LENGTH OF 145.98 FEET; THENCE SOUTH 71°23'32" EAST, A DISTANCE OF 71.50 FEET; THENCE SOUTH 18°34'15" WEST, A DISTANCE OF 50.33 FEET; THENCE SOUTH 71°25'45" EAST, A

DISTANCE OF 19.12 FEET; THENCE ON A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 54°30'43", A RADIUS OF 13.00 FEET, FOR A LENGTH OF 21.44 FEET; THENCE SOUTH 23°04'57" WEST, A DISTANCE OF 87.33 FEET; THENCE ON A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 8°55'53", A RADIUS OF 970.00 FEET, FOR A LENGTH OF 151.21 FEET; THENCE ON A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 32°16'32", A RADIUS OF 13.00 FEET, FOR A LENGTH OF 20.34 FEET; THENCE SOUTH 40°09'08" WEST, A DISTANCE OF 50.00 FEET; THENCE ON A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 92°16'32", A RADIUS OF 13.00 FEET, FOR A LENGTH OF 20.94 FEET; THENCE ON A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 8°19'01", A RADIUS OF 970.00 FEET, FOR A LENGTH OF 140.00 FEET; THENCE NORTH 47°02'29" WEST, A DISTANCE OF 117.00 FEET; THENCE NORTH 54°03'18" WEST, A DISTANCE OF 90.00 FEET; THENCE NORTH 53°43'29" WEST, A DISTANCE OF 96.68 FEET; THENCE NORTH 38°06'21" WEST, A DISTANCE OF 94.99 FEET; THENCE NORTH 7°28'38" WEST, A DISTANCE OF 100.52 FEET; THENCE NORTH 12°55'32" EAST, A DISTANCE OF 110.74 FEET; THENCE NORTH 27°49'40" WEST, A DISTANCE OF 132.93 FEET; THENCE NORTH 19°12'05" WEST, A DISTANCE OF 50.00 FEET; THENCE ON A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 4°12'20", A RADIUS OF 880.00 FEET, FOR A LENGTH OF 13.12 FEET; THENCE ON A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 92°43'11", A RADIUS OF 14.00 FEET, FOR A LENGTH OF 22.88 FEET; THENCE NORTH 26°13'36" WEST, A DISTANCE OF 14.47 FEET; THENCE NORTH 13°21'06" WEST, A DISTANCE OF 22.11 FEET; THENCE NORTH 28°13'36" WEST, A DISTANCE OF 163.71 FEET; THENCE ON A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 2°30'35", A RADIUS OF 675.00 FEET, FOR A LENGTH OF 31.33 FEET; THENCE ON A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 23°18'37", A RADIUS OF 14.00 FEET, FOR A LENGTH OF 21.82 FEET; THENCE NORTH 18°47'09" WEST, A DISTANCE OF 50.14 FEET; THENCE ON A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 83°49'12", A RADIUS OF 14.00 FEET, FOR A LENGTH OF 20.48 FEET; THENCE NORTH 59°13'26" EAST, A DISTANCE OF 51.56 FEET; THENCE ON A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 11°11'47", A RADIUS OF 625.00 FEET, FOR A LENGTH OF 122.13 FEET; THENCE NORTH 04°45'41" WEST, A DISTANCE OF 3.39 FEET; THENCE NORTH 48°44'43" EAST, A DISTANCE OF 153.00 FEET; THENCE NORTH 71°05'24" EAST, A DISTANCE OF 125.50 FEET; THENCE NORTH 77°21'12" EAST, A DISTANCE OF 128.83 FEET; THENCE NORTH 84°01'38" EAST, A DISTANCE OF 112.44 FEET; THENCE NORTH 01°05'00" WEST, A DISTANCE OF 144.55 FEET; THENCE NORTH 03°10'57" EAST, A DISTANCE OF 554.88 FEET TO THE POINT OF BEGINNING; CONTAINING 28.45 ACRES, MORE OR LESS.

EXHIBIT "13"
Legal Description

Winterset Park – Eleventh Plat
Lots 444 – 500 and Tracts A – H

Platted Legal Descriptions

LOTS 444-500 AND TRACTS A-H, WINTERSET PARK 11TH PLAT, A SUBDIVISION OF LAND IN LEE'S SUMMIT, JACKSON COUNTY, MISSOURI ACCORDING TO THE RECORDED PLAT THEREOF.

Metes and Bounds Legal Description

A parcel of land in the Northeast Quarter of Section 10 and also in the Northwest Quarter of Section 11, in Township 47, Range 32 in Lee's Summit, Jackson County, Missouri described as follows:

Commencing at the northeast corner of said Northeast Quarter of Section 10; thence South 03 degrees 02 minutes 18 seconds West along the east line of said quarter section, a distance of 50.01 feet to a point on the south right-of-way line of SW 3rd Street as established, said point being the POINT OF BEGINNING; thence North 87 degrees 11 minutes 40 seconds West along said south right-of-way line, a distance of 867.41 feet; thence South 02 degrees 48 minutes 20 seconds West, a distance of 38.94 feet; thence along a curve to the left having a radius of 275.00 feet, an arc distance of 142.28 feet; thence along a curve to the right having a radius of 25.00 feet, an arc distance of 35.58 feet; thence South 37 degrees 30 minutes 03 seconds East, a distance of 50.03 feet; thence along a curve to the right having an initial tangent bearing of South 54 degrees 33 minutes 31 seconds West, a radius of 725.00 feet, an arc distance of 190.87 feet; thence South 69 degrees 38 minutes 36 seconds West, a distance of 17.30 feet; thence South 07 degrees 44 minutes 28 seconds East, a distance of 210.29 feet; thence South 23 degrees 27 minutes 16 seconds East, a distance of 460.27 feet; thence South 03 degrees 06 minutes 42 seconds West, a distance of 214.07 feet; thence South 86 degrees 53 minutes 18 seconds East, a distance of 169.67 feet; thence South 45 degrees 09 minutes 40 seconds East, a distance of 67.38 feet; thence South 80 degrees 40 minutes 15 seconds East, a distance of 254.67 feet; thence South 86 degrees 22 minutes 11 seconds East, a distance of 111.30 feet; thence North 81 degrees 04 minutes 38 seconds East, a distance of 151.71 feet; thence North 69 degrees 38 minutes 21 seconds East, a distance of 132.37 feet to a point on the west line of WINTERSET PARK – PHASE 9, a subdivision of Record; thence along said west line the following fourteen (14) courses: North 26 degrees 14 minutes 09 seconds West (plat reads North 26 degrees 13 minutes 36 seconds West), a distance of 83.76 feet; thence along a curve to the right having a radius of 675.00 feet, an arc distance of 31.33 feet; thence along a curve to the left having a radius of 14.00 feet, an arc distance of 21.82 feet; thence North 18 degrees 47 minutes 42 seconds West (plat reads North 18 degrees 47 minutes 09 seconds West), a distance of 50.14 feet; thence along a curve to the left having an initial tangent bearing of North 66 degrees 44 minutes 27 seconds East, a radius of 14.00 feet, an arc distance of 20.48 feet; thence North 59 degrees 18 minutes 53 seconds East (plat reads North 59 degrees 19 minutes 26 seconds East), a distance of 51.56 feet; thence along a curve to the right having an initial tangent bearing of North 15 degrees 58 minutes 00 seconds West, a radius of 625.00 feet, an arc distance of 122.13 feet; thence North 04 degrees 46 minutes 14 seconds West (plat reads North 04 degrees 45 minutes 41 seconds West), a distance of 3.39 feet; thence North 68 degrees 44 minutes 10 seconds East (plat reads North 68 degrees 44 minutes 43 seconds East), a distance of 153.09 feet; thence North 71 degrees 04 minutes 51 seconds East (plat reads North 71 degrees 05 minutes 24 seconds East), a distance of 125.50 feet; thence North 77 degrees 20 minutes 39 seconds East (plat reads North 77 degrees 21 minutes 12 seconds East), a distance of 128.83 feet; thence North 84 degrees 01 minutes 05 seconds East (plat reads North 84 degrees 01 minutes 38 seconds East), a distance of 112.44 feet; thence North 01 degrees 06 minutes 33 seconds West (plat reads 01 degrees 06 minutes 00 seconds West), a distance of 144.95 feet; thence North 03 degrees 10 minutes 24 seconds East (plat reads North 03 degrees 10 minutes 57 seconds East), a distance of 554.88 feet to the northwest corner of said subdivision, said point being on the south right-of-way line of said SW 3rd Street; thence North 67 degrees 47 minutes 02 seconds West along said south right-of-way line, a distance of 525.17 feet to the POINT OF BEGINNING. Containing 33.66 acres.

EXHIBIT "14"
Legal Description

Winterset Park – Twelfth Plat
Lots 501 thru 515 and Tracts J thru L

Platted Legal Descriptions

LOTS 501 THRU 515 AND TRACTS J THRU L, WINTERSET PARK 12TH PLAT, A SUBDIVISION OF LAND IN LEE'S SUMMIT, JACKSON COUNTY, MISSOURI ACCORDING TO THE RECORDED PLAT THEREOF.

Metes and Bounds Legal Description

All that part of the Northeast Quarter of Section 10 and the Northwest Quarter of Section 11, both in Township 47, Range 32 in Lee's Summit, Jackson County, Missouri described as follows:

Commencing at Northwest corner of the Northeast Quarter of Section 10; thence South 87 degrees 11 minutes 40 seconds East along the north line of said section, a distance of 1914.25 feet; thence South 02 degrees 48 minutes 20 seconds West, a distance of 1232.70 feet to the southwest corner of WINTERSET PARK – 11TH PLAT, a subdivision of Record, said point being the POINT OF BEGINNING; thence along the south line of said subdivision the following six (6) courses; South 86 degrees 53 minutes 18 seconds East, a distance of 169.67 feet; thence South 45 degrees 09 minutes 40 seconds East, a distance of 67.38 feet; thence South 80 degrees 40 minutes 15 seconds East, a distance of 254.67 feet; thence South 86 degrees 22 minutes 11 seconds East, a distance of 111.30 feet; thence North 81 degrees 04 minutes 38 seconds East, a distance of 151.71 feet; thence North 69 degrees 38 minutes 21 seconds East, a distance of 132.37 feet to the southeast corner of said subdivision, said point being on the west right-of-way line of Wintervalley Drive as established; thence along said west line the following seven (7) courses; South 26 degrees 14 minutes 09 seconds East, a distance of 79.95 feet; thence South 13 degrees 21 minutes 39 seconds East, a distance of 22.44 feet; thence South 26 degrees 14 minutes 09 seconds East, a distance of 14.47 feet; thence along a curve to the right having a radius of 14.00 feet, and an initial tangent bearing of South 26 degrees 14 minutes 09 seconds East an arc distance of 22.68 feet to a point of compound curve; thence along a curve to the right having a radius of 860.00 feet, and an initial tangent bearing of South 66 degrees 35 minutes 00 seconds West and an arc distance of 63.13 feet; thence South 19 degrees 12 minutes 38 seconds East, a distance of 50.00 feet; thence South 27 degrees 50 minutes 13 seconds East, a distance of 132.93 feet; thence South 74 degrees 00 minutes 28 seconds West, a distance of 179.02 feet; thence South 83 degrees 35 minutes 27 seconds West, a distance of 121.94 feet; thence South 89 degrees 55 minutes 40 seconds West, a distance of 124.24 feet; thence North 81 degrees 34 minutes 06 seconds West, a distance of 227.00 feet; thence South 89 degrees 29 minutes 55 seconds West, a distance of 158.71 feet; thence South 02 degrees 38 minutes 05 seconds West, a distance of 63.30 feet; thence North 85 degrees 35 minutes 38 seconds West, a distance of 213.97 feet; thence North 75 degrees 29 minutes 26 seconds West, a distance of 78.15 feet; thence North 40 degrees 04 minutes 33 seconds East, a distance of 67.98 feet; thence North 27 degrees 23 minutes 08 seconds East, a distance of 129.64 feet; thence North 08 degrees 36 minutes 02 seconds East, a distance of 52.76 feet; thence South 87 degrees 22 minutes 14 seconds East, a distance of 57.87 feet, thence North 03 degrees 06 minutes 42 seconds East, a distance of 190.78 feet to the POINT OF BEGINNING; Containing 7.40 acres.

EXHIBIT "15"
Legal Description

Winterset Park – Fourteenth Plat
Lots 516 – 572 (Including Lot 529A) and Tracts N thru U

Platted Legal Descriptions

LOTS 516 THRU 572 (INCLUDING LOT 529A) AND TRACTS N THRU U, WINTERSSET PARK 14TH PLAT, A SUBDIVISION OF LAND IN LEE'S SUMMIT, JACKSON COUNTY, MISSOURI ACCORDING TO THE RECORDED PLAT THEREOF.

Metes and Bounds Legal Description

All that part of the Northeast Quarter of Section 10 and the Northwest Quarter of Section 11, both in Township 47, Range 32 in Lee's Summit, Jackson County, Missouri, described as follows:
Commencing at the Southeast corner of said Northeast Quarter of Section 10; thence North 02 degrees 47 minutes 23 seconds East, a distance of 50.00 feet to a point on the North right-of-way line of Longview Road as established, said point being the Point of Beginning; thence North 87 degrees 12 minutes 37 seconds West along said North right-of-way line, a distance of 618.92 feet; thence North 02 degrees 22 minutes 53 seconds East, a distance of 159.34 feet; thence along a curve to the left having an initial tangent bearing of North 83 degrees 24 minutes 12 seconds West and a radius of 175.00 feet, an arc distance of 35.11 feet; thence South 85 degrees 06 minutes 10 seconds West, a distance of 77.19 feet; thence along a curve to the right having a radius of 225.00 feet, an arc distance of 28.58 feet; thence North 87 degrees 37 minutes 07 seconds West, a distance of 227.75 feet; thence North 02 degrees 22 minutes 53 seconds East, a distance of 52.82 feet; thence North 07 degrees 43 minutes 57 seconds East, a distance of 99.43 feet; thence North 61 degrees 48 minutes 31 seconds West, a distance of 24.41 feet; thence North 01 degrees 05 minutes 36 seconds East, a distance of 254.72 feet; thence North 46 degrees 18 minutes 21 seconds East, a distance of 111.97 feet; thence North 24 degrees 38 minutes 16 seconds East, a distance of 312.25 feet to a point on the South line of WINTERSSET PARK-12TH PLAT, a subdivision of Record; thence along said South line, the following Seven (7) courses; thence South 85 degrees 35 minutes 38 seconds East, a distance of 213.97 feet; thence North 02 degrees 38 minutes 05 seconds East, a distance of 63.30 feet; thence North 89 degrees 29 minutes 55 seconds East, a distance of 158.71 feet; thence South 81 degrees 34 minutes 06 seconds East, a distance of 227.00 feet; thence North 89 degrees 55 minutes 40 seconds East, a distance of 124.24 feet; thence North 83 degrees 35 minutes 27 seconds East, a distance of 121.94 feet; thence North 74 degrees 00 minutes 28 seconds East, a distance of 179.02 feet to a point on the Westerly line of WINTERSSET PARK-PHASE 9, a subdivision of Record; thence along the Westerly line of said subdivision the following Six (6) courses; South 12 degrees 55 minutes 05 seconds West (plat reads South 12 degrees 55 minutes 38 seconds West), a distance of 110.74 feet; thence South 07 degrees 29 minutes 11 seconds East (plat reads South 07 degrees 28 minutes 38 seconds East), a distance of 100.62 feet; thence South 39 degrees 06 minutes 54 seconds East (plat reads South 39 degrees 06 minutes 21 seconds East), a distance of 94.99 feet; thence South 53 degrees 44 minutes 02 seconds East (plat reads South 53 degrees 43 minutes 29 seconds East), a distance of 96.68 feet; thence South 58 degrees 03 minutes 51 seconds East (plat reads South 58 degrees 03 minutes 18 seconds East), a distance of 90.00 feet; thence South 47 degrees 03 minutes 02 seconds East (plat reads South 47 degrees 02 minutes 29 seconds East), a distance of 116.96 feet (plat reads 117.00 feet) to a point on the Westerly line of WINTERSSET PARK, EIGHTH PLAT, a subdivision of Record, said line also being the Westerly right-of-way line of SW Winterpark Boulevard as established; thence along said Westerly line the following Twelve (12) courses; thence along a curve to the left having an initial tangent bearing of South 50 degrees 44 minutes 09 seconds West and a radius of 970.00 feet, an arc distance of 2.48 feet; thence South 50 degrees 53 minutes 50 seconds West (plat reads South 50 degrees 53 minutes 28 seconds West), a distance of 106.58 feet; thence along a curve to the right having a radius of 14.00 feet, an arc distance of 21.99 feet; thence North 39 degrees 06 minutes 10 seconds West (plat reads North 39 degrees 06 minutes 32 seconds West), a distance of 1.64 feet; thence South 50 degrees 53 minutes 50 seconds West (plat reads South 50 degrees 53 minutes 28 seconds East), a distance of 50.00 feet; thence along a curve to the right having an initial tangent bearing of South 39 degrees 05 minutes 29 seconds East and a radius of 14.00 feet, an arc distance of 23.14 feet; thence along

a curve to the right having a radius of 500.00 feet, an arc distance of 43.69 feet; thence along a curve to the left having a radius of 545.00 feet, an arc distance of 251.31 feet; thence along a curve to the right having a radius of 14.00 feet, an arc distance of 21.01 feet; thence South 30 degrees 11 minutes 46 seconds West (plat reads South 30 degrees 11 minutes 24 seconds West), a distance of 50.00 feet; thence along a curve to the right having an initial tangent bearing of South 59 degrees 47 minutes 20 seconds East and a radius of 14.00 feet, an arc distance of 21.0 feet; thence along a curve to the left having a radius of 545.00 feet, an arc distance of 219.87 feet to a point on said North right-of-way line of Longview Road; thence North 87 degrees 35 minutes 38 seconds West along said right-of-way line, a distance of 74.68 feet to the Point of Beginning. (To be Platted as: Winterset Park-14th Plat)

EXHIBIT "16"
Legal Description

Winterset Park – Fifteenth Plat
Lots 573 Thru 577 and Tracts N1

Platted Legal Descriptions

LOTS 573 THRU 577 AND TRACT N1, WINTERSET PARK 15TH PLAT, A SUBDIVISION OF LAND IN LEE'S SUMMIT, JACKSON COUNTY, MISSOURI ACCORDING TO THE RECORDED PLAT THEREOF.

Metes and Bounds Legal Description

All that part of the East Half of the Northeast Quarter of Section 10, Township 47, Range 32 in Lee's Summit, Jackson County, Missouri described as follows:

Commencing at the southwest corner of said half of quarter section; thence South 87 degrees 12 minutes 37 seconds East along the south line of said half of quarter section, a distance of 210.09 feet; thence North 02 degrees 47 minutes 23 seconds East, a distance of 50.00 feet to a point on the north right-of-way line of Longview Road as established, said point being the POINT OF BEGINNING; thence South 87 degrees 12 minutes 37 seconds East along said north right-of-way line, a distance of 507.41 feet to the southwest corner of WINTERSET PARK – 14TH PLAT, a subdivision of Record; thence along the westerly line of said subdivision the following five (5) courses: North 02 degrees 22 minutes 53 seconds East, a distance of 159.31 feet (plat reads 159.34 feet) to a point on the south right-of-way line of Wintergarden Drive as established; thence along said south right-of-way line the following four (4) courses; along a curve to the left having an initial tangent bearing of North 83 degrees 24 minutes 12 seconds West and a radius of 175.00 feet, an arc distance of 35.11 feet; thence South 85 degrees 06 minutes 10 seconds West, a distance of 77.19 feet; thence along a curve to the right having a radius of 225.00 feet, an arc distance of 28.58 feet; thence North 87 degrees 37 minutes 07 seconds West, a distance of 259.83 feet; thence along a curve to the right having a radius of 100.00 feet, an arc distance of 36.85 feet; thence along a curve to the right having a radius of 234.00 feet, an arc distance of 7.17 feet; thence South 25 degrees 23 minutes 16 seconds West, a distance of 185.75 feet to the POINT OF BEGINNING. Containing 1.61 acres.

EXHIBIT "17"
Legal Description

Winterset Woods – First Plat
Lots 800 – 833 (Including Lots 807A and 809A) and Tracts A Thru P

Platted Legal Descriptions

LOTS 800 THRU 833 (INCLUDING LOTS 807A AND 809A) AND TRACTS A THRU P, WINTERSET WOODS 1ST PLAT, A SUBDIVISION OF LAND IN LEE'S SUMMIT, JACKSON COUNTY, MISSOURI ACCORDING TO THE RECORDED PLAT THEREOF.

Metes and Bounds Legal Description

A parcel of land being partially in Section 2 and Section 3, Township 47, Range 32, in the City of Lee's Summit, Jackson County, Missouri, and a replat of part of Lot 2, RUF ACRES, a subdivision of Record, described as follows: BEGINNING at the northwest corner of the Northwest Quarter of Section 2, Township 47, Range 32; thence S 86 degrees 09 minutes 52 seconds E along the north line of said quarter section, a distance of 312.63 feet to the northwest corner of WESTVALE ADDITION, a subdivision of Record; thence S 03 degrees 17 minutes 54 seconds W along the east line of the west 10 acres of the Northwest Quarter of the Northwest Quarter of Section 2-47-32, said east line also being the west line of WESTVALE ADDITION, the west line of THE AMENDED PLAT OF WESTVALE ADDITION (plat bearing S 00 degrees 34 minutes 11 seconds E), and the west line of COUNTRY WOODS (plat bearing S 00 degrees 16 minutes 53 seconds W), all being subdivisions of Record, a distance of 1358.20 feet; thence N 79 degrees 46 minutes 22 seconds W, a distance of 253.25; thence N 23 degrees 57 minutes 12 seconds W, a distance of 35.58 feet; thence N 85 degrees 16 minutes 59 seconds W, a distance of 157.35 feet; thence N 78 degrees 08 minutes 59 seconds W, a distance of 171.34 feet; thence S 72 degrees 22 minutes 35 seconds W, a distance of 21.70 feet; thence S 02 degrees 14 minutes 34 seconds W, a distance of 273.60 feet; thence S 25 degrees 49 minutes 16 seconds W, a distance of 350.51 feet to a point on the northerly right of way of the Chicago Rock Island and Pacific Railroad; thence along the northerly right of way of said Railroad the following five courses; N 72 degrees 30 minutes 58 seconds W, a distance of 420.09 feet; thence S 42 degrees 28 minutes 10 seconds W, a distance of 17.00 feet; thence N 47 degrees 31 minutes 50 seconds W, a distance of 124.75 feet; thence N 46 degrees 32 minutes 22 seconds W, a distance of 235.51 feet; thence along a curve to the right having an initial tangent bearing of N 44 degrees 08 minutes 45 seconds W, a central angle of 07 degrees 38 minutes 29 seconds, a radius of 1860.08 feet, an arc length of 248.07 feet to a point on the south line of Tract 3 as described on the Certificate of Survey Recorded as Document Number I-464150 in book T1, Page 60; thence S 86 degrees 58 minutes 57 seconds E (survey = N 89 degrees 13 minutes 38 seconds E), a distance of 500.73 feet (survey = 500.81 feet) to the southwest corner of Lot 2 RUF ACRES, a subdivision of Record; thence along the westerly lines of said subdivision the following three (3) courses; thence N 03 degrees 37 minutes 20 seconds E (plat = N 03 degrees 33 minutes 42 seconds E), a distance of 624.93 feet (plat = 625.00); thence S 86 degrees 57 minutes 48 seconds E (plat = S 86 degrees 59 minutes 50 seconds E), a distance of 500.06 feet (plat = 500.01 feet); thence N 03 degrees 36 minutes 38 seconds E (plat = N 03 degrees 33 minutes 42 seconds E), a distance of 745.02 feet to a point on the north line of the Northeast quarter of Section 3-47-32; thence S 86 degrees 43 minutes 10 seconds E along said north line, a distance of 288.68 feet to the POINT OF BEGINNING, containing 33.07 acres.

EXHIBIT "18"
Legal Description

Winterset Woods – Second Plat
Lots 834 Thru 856 (Including Lot 844A) and Tracts Q Thru X

Platted Legal Descriptions

LOTS 834 THRU 856 (INCLUDING LOT 844A) AND TRACTS Q THRU X, WINTERSET WOODS 2ND PLAT, A SUBDIVISION OF LAND IN LEE'S SUMMIT, JACKSON COUNTY, MISSOURI ACCORDING TO THE RECORDED PLAT THEREOF.

Metes and Bounds Legal Description

All that part of the Northwest Quarter of Section 2, that part of the Southwest Quarter of Section 2, and that part of the Northeast Quarter of Section 3, all being in Township 47, Range 32, in Lee's Summit, Jackson County, Missouri described as follows:

Commencing at the northwest corner of said Northwest Quarter of Section 2, said point being on the north line of WINTERSET WOODS – 1ST PLAT, a subdivision of Record; thence South 86 degrees 09 minutes 52 seconds East along the north line of said quarter section, said line also being the north line of said subdivision, a distance of 312.63 feet to the northeast corner of said subdivision; thence South 03 degrees 17 minutes 54 seconds West along the east line of said subdivision, a distance of 1358.20 feet to the southeast corner of said subdivision, said point being the POINT OF BEGINNING; thence along the southerly and easterly line of said subdivision the following seven (7) courses; North 79 degrees 46 minutes 22 seconds West, a distance of 253.25 feet; thence North 23 degrees 57 minutes 12 seconds West, a distance of 35.58 feet; thence North 85 degrees 16 minutes 59 seconds West, a distance of 157.35 feet; thence North 78 degrees 08 minutes 59 seconds West, a distance of 171.34 feet; thence South 72 degrees 22 minutes 35 seconds West, a distance of 21.70 feet; thence South 02 degrees 14 minutes 34 seconds West, a distance of 273.60 feet; thence South 25 degrees 49 minutes 16 seconds West, a distance of 350.51 feet to a point on the northerly right-of-way line of the Chicago Rock Island and Pacific Railroad; thence along said northerly right-of-way line the following four (4) courses; South 72 degrees 30 minutes 58 seconds East, a distance of 131.53 feet; thence South 45 degrees 20 minutes 02 seconds East, a distance of 391.36 feet to a point on the west line of said Northwest quarter of Section 2-47-32; thence South 03 degrees 33 minutes 55 seconds West along said west line, a distance of 237.73 feet; thence South 47 degrees 31 minutes 50 seconds East, a distance of 669.99 feet; thence North 34 degrees 20 minutes 08 seconds East, a distance of 960.60 feet; thence North 42 degrees 58 minutes 16 seconds East, a distance of 492.11 feet to a point on the west line of REPLAT OF LOT 4, of WESTBROOKE THIRD PLAT, a subdivision of Record; thence North 03 degrees 28 minutes 09 seconds East (Plat reads N 00 degrees 24 minutes 36 seconds E) along said west line, a distance of 245.53 feet to the southeast corner of COUNTRY WOODS, a subdivision of Record; thence North 87 degrees 06 minutes 14 seconds West (Plat reads S 89 degrees 47 minutes 34 seconds W) along the south line of said subdivision, a distance of 1005.80 feet to the southwest corner thereof; thence North 03 degrees 17 minutes 54 seconds East along the west line of said subdivision, a distance of 25.00 feet to the POINT OF BEGINNING. Containing 35.39 acres.

EXHIBIT "19"
Legal Description

Winterset Woods – Third Plat
Lots 857 Thru 890 and Tracts Y Thru GG

Platted Legal Descriptions

LOTS 857 THRU 890 AND TRACTS Y THRU 55, WINTERSET WOODS 3RD PLAT, A SUBDIVISION OF LAND IN LEE'S SUMMIT, JACKSON COUNTY, MISSOURI ACCORDING TO THE RECORDED PLAT THEREOF.

Metes and Bounds Legal Description

All that part of the Northwest Quarter and that part of the Southwest Quarter, in Section 2, Township 47, Range 32 in Lee's Summit, Jackson County, Missouri described as follows;

Commencing at the northwest corner of said Northwest Quarter of Section 2; thence South 86 degrees 09 minutes 52 seconds East along the north line of said quarter section, a distance of 312.63 feet; thence South 03 degrees 17 minutes 54 seconds West along the east line of WINTERSET WOODS – 1ST PLAT, a subdivision of Record, and an extension thereof, said line also being the west line of WESTVALE ADDITION, a subdivision of Record and AMENDED PLAT OF WESTVALE ADDITION, a subdivision of Record and COUNTRY WOODS, a subdivision of Record (plats reads South 00 degrees 34 minutes 11 seconds East), a distance of 1383.20 feet to the southwest corner of said COUNTRY WOODS said point also being on the north line of WINTERSET WOODS – 2ND PLAT, a subdivision of Record; thence South 87 degrees 06 minutes 14 seconds East along the south line of said COUNTRY WOODS (plat reads North 89 degrees 47 minutes 34 seconds East) and said north line of WINTERSET WOODS – 2ND PLAT, a distance of 1005.80 feet to the southeast corner of said COUNTRY WOODS, said point being the northeast corner of said WINTERSET WOODS – 2ND PLAT, said point also being on the west line of WESTBROOKE – 3RD PLAT, a subdivision of Record; thence South 03 degrees 28 minutes 13 seconds West along the west line of said WESTBROOKE – 3RD PLAT (plat reads South 00 degrees 24 minutes 36 seconds East), said line also being the east line of said WINTERSET WOODS – 2ND PLAT, a distance of 245.53 feet to the POINT OF BEGINNING; thence continuing South 03 degrees 28 minutes 13 seconds West along said west line of WESTBROOKE – 3RD PLAT, and also the west line of WESTBROOKE – 2ND PLAT, a subdivision of Record (plats reads South 00 degrees 24 minutes 36 seconds East), a distance of 412.91 feet to the southwest corner of said WESTBROOKE – 2ND PLAT, thence South 87 degrees 21 minutes 56 seconds East along the south lines of said WESTBROOKE – 2ND PLAT, CHIPMAN HEIGHTS – 1ST PLAT, a subdivision of Record, and BROOKRIDGE – 2ND PLAT (plats reads North 89 degrees 33 minutes 13 seconds East), a subdivision of Record, a distance of 1326.23 feet to a point on the east line of said Northwest Quarter of Section 2; thence South 03 degrees 26 minutes 35 seconds West along said east line, a distance of 665.70 feet to the southeast corner of said quarter section, said point being on the northwesterly line of STERLING HILLS – 5TH PLAT, a subdivision of Record; thence along said northwesterly line, the following five (5) courses; thence North 87 degrees 46 minutes 14 seconds West (plat reads North 87 degrees 46 minutes 06 seconds West), a distance of 177.44 feet (plat reads 178.35 feet); thence South 30 degrees 52 minutes 25 seconds West (plat reads South 30 degrees 52 minutes 31 seconds West), a distance of 122.31 feet; thence South 58 degrees 42 minutes 16 seconds West (plat reads South 58 degrees 42 minutes 23 seconds West), a distance of 162.68 feet; thence South 21 degrees 19 minutes 17 seconds West (plat reads South 21 degrees 19 minutes 24 seconds West), a distance of 178.34 feet; thence South 52 degrees 47 minutes 58 seconds West (plat reads South 52 degrees 48 minutes 05 seconds West), a distance of 311.17 feet to the northwest corner of said subdivision; thence South 03 degrees 05 minutes 59 seconds West along the west line of said subdivision, a distance of 4.32 feet; thence South 57 degrees 23 minutes 09 seconds West, a distance of 312.78 feet; thence South 52 degrees 55 minutes 29 seconds West, a distance of 137.05 feet; thence South 37 degrees 40 minutes 39 seconds West, a distance of 93.88 feet to a point on the northeasterly right-of-way line of the Chicago, Rock Island and Pacific Rail Road, as established; thence northwesterly along said right-of-way line, the following six (6) courses; North 53 degrees 04 minutes 50 seconds West, a distance of 579.30 feet; thence along a curve to the right having a radius of 5654.65 feet, an arc distance of 261.64 feet; thence South 39 degrees 34 minutes 14 seconds West, a distance of 25.00 feet; thence along a curve to the right having an initial tangent bearing

of North 50 degrees 25 minutes 46 seconds West and a radius of 5679.65 feet, an arc distance of 255.84 feet; thence North 02 degrees 13 minutes 50 seconds East, a distance of 65.39 feet; thence North 47 degrees 31 minutes 50 seconds West, a distance of 189.04 feet to a point on the east line of said WINTERSET WOODS – 2ND PLAT; thence North 34 degrees 20 minutes 08 seconds East along said east line, a distance of 960.60 feet; thence North 42 degrees 58 minutes 16 seconds East along said east Line, a distance of 492.11 feet to the POINT OF BEGINNING. Containing 53.71 acres.

EXHIBIT "20"
Legal Description

Winterset Valley – First Plat
Lots 1101 Thru 1153 and Tracts A Thru H, J Thru N, And P Thru S

Platted Legal Descriptions

LOTS 1101 THRU 1153 AND TRACTS A THRU H, J THRU N AND P THRU S, WINTERSET VALLEY 1ST PLAT, A SUBDIVISION OF LAND IN LEE'S SUMMIT, JACKSON COUNTY, MISSOURI ACCORDING TO THE RECORDED PLAT THEREOF

Metes and Bounds Legal Description

All that part of the Southeast and Southwest Quarters of Section 3, Township 47, Range 32 in Lee's Summit, Jackson County, Missouri described as follows:

Commencing at the southwest corner of said Southeast Quarter of Section 3; thence North 03 degrees 21 minutes 28 seconds East along the west line of said quarter section, a distance of 50.00 feet to a point on the north right-of-way line of SW 3rd Street as established; thence South 87 degrees 11 minutes 12 seconds East along said right-of-way line, a distance of 242.91 feet to the POINT OF BEGINNING; thence continuing South 87 degrees 11 minutes 12 seconds East along said right-of-way line, a distance of 1290.75 feet; thence North 72 degrees 15 minutes 26 seconds East along said right-of-way line, a distance of 213.60 feet; thence South 87 degrees 11 minutes 12 seconds East along said right-of-way, a distance of 100.00 feet to a point on the westerly line of CEDAR CREEK ELEMENTARY SCHOOL, a subdivision of Record; thence North 24 degrees 48 minutes 27 seconds East (plat reads North 24 degrees 48 minutes 21 seconds East) along said westerly line, a distance of 730.14 feet; thence north 85 degrees 13 minutes 25 seconds West, a distance of 416.91 feet; thence South 80 degrees 29 minutes 57 seconds West, a distance of 351.31 feet; thence South 57 degrees 19 minutes 05 seconds West, a distance of 137.02 feet; thence South 23 degrees 54 minutes 25 seconds West, a distance of 49.23 feet; thence North 67 degrees 46 minutes 20 seconds West, a distance of 185.88 feet; thence South 22 degrees 13 minutes 40 seconds West, a distance of 57.89 feet; thence North 67 degrees 46 minutes 20 seconds West, a distance of 113.77 feet; thence North 82 degrees 32 minutes 11 seconds West, a distance of 195.40 feet; thence South 61 degrees 21 minutes 25 seconds West, a distance of 103.45 feet; thence South 15 degrees 23 minutes 50 seconds West, a distance of 214.98 feet; thence North 83 degrees 58 minutes 21 seconds West, a distance of 85.94 feet; thence South 89 degrees 45 minutes 50 seconds West, a distance of 96.59 feet; thence along a curve to the right having a radius of 39.00 feet, an arc distance of 63.34 feet; thence North 02 degrees 48 minutes 48 seconds East, a distance of 10.08 feet; thence along a curve to the left having a radius of 540.00 feet, an arc distance of 103.15 feet; thence along a curve to the left having a radius of 522.00 feet, an arc distance of 239.44 feet; thence North 35 degrees 09 minutes 20 seconds West, a distance of 28.40 feet; thence North 54 degrees 50 minutes 40 seconds East, a distance of 125.21 feet; thence North 65 degrees 04 minutes 06 seconds East, a distance of 172.20 feet; thence North 81 degrees 32 minutes 31 seconds East, a distance of 72.03 feet; thence South 80 degrees 18 minutes 50 seconds East, a distance of 68.84; thence South 61 degrees 50 minutes 23 seconds East, a distance of 75.00 feet; thence North 76 degrees 34 minutes 08 seconds East, a distance of 60.53 feet; thence South 80 degrees 18 minutes 50 seconds East, a distance of 275.41 feet; thence North 12 degrees 38 minutes 26 seconds East, a distance of 160.71 feet; thence South 86 degrees 31 minutes 30 seconds East, a distance of 8.30 feet; thence along a curve to the left having a radius of 175.00 feet an arc distance of 4.64 feet; thence North 04 degrees 59 minutes 42 seconds East, a distance of 50.05 feet; thence along a curve to the right having an initial tangent bearing of North 87 degrees 22 minutes 31 seconds West and a radius of 25.00 feet, an arc distance of 39.64 feet; thence North 03 degrees 28 minutes 30 seconds East, a distance of 6.26 feet; thence along a curve to the right having a radius of 975.00 feet, an arc distance of 75.82 feet; thence North 84 degrees 20 minutes 24 seconds West, a distance of 196.38 feet; thence North 07 degrees 18 minutes 42 seconds East, a distance of 17.56 feet; thence North 82 degrees 38 minutes 52 seconds West, a distance of 212.54 feet; thence along a curve to the left having an initial tangent bearing of the South 07 degrees 21 minutes 08 seconds West and a radius 325.00 feet, an arc distance of 2.87 feet; thence North 83 degrees 09 minutes 11 seconds West, a distance of 140.00 feet; thence South 02 degrees 49 minutes 25 seconds East, a distance of 7.30 feet; thence South 88 degrees 51

minutes 24 seconds West, a distance of 192.40 feet; thence along a curve to the left having an initial tangent bearing of South 01 degrees 08 minutes 36 seconds East and a radius of 325.00 feet an arc distance of 57.94 feet; thence South 78 degrees 38 minutes 32 seconds West a distance of 143.33 feet; thence South 09 degrees 23 minutes 40 seconds East, a distance of 44.92 feet; thence South 71 degrees 28 minutes 13 seconds West, a distance of 214.71 feet; thence along a curve to the left having an initial tangent bearing of South 18 degrees 31 minutes 47 seconds East and a radius of 635.00 feet, an arc distance of 136.11 feet; thence along a curve to the right having a radius of 25.00 feet, an arc distance of 37.37 feet; thence South 54 degrees 50 minutes 40 seconds West, a distance of 6.90 feet; thence South 35 degrees 09 minutes 20 seconds East, a distance of 50.00 feet; thence North 54 degrees 50 minutes 40 seconds East, a distance of 5.00 feet; thence along a curve to the right having a radius of 25.00 feet, an arc distance of 39.27 feet; thence South 35 degrees 09 minutes 20 seconds East, a distance of 114.95 feet; thence along a curve to the right having a radius of 478.00 feet, an arc distance of 225.86 feet; thence along a curve to the right having a radius of 460.00 feet, an arc distance of 94.23 feet; thence South 02 degrees 48 minutes 48 seconds, West a distance of 19.63 feet; thence along a curve to the right having a radius of 39.00 feet, an arc distance of 32.95 feet; thence along a curve to the left having a radius of 80.00 feet, an arc distance of 46.64 feet; thence along a curve to the right having a radius of 39.00 feet, an arc distance of 29.46 feet; thence South 61 degrees 05 minutes 11 seconds West, a distance of 43.75 feet; thence South 19 degrees 42 minutes 24 seconds East, a distance of 53.95 feet; thence North 79 degrees 30 minutes 01 seconds East, a distance of 13.36 feet; thence along a curve to the right having a radius of 39.00 feet, an arc distance of 18.14 feet; thence South 02 degrees 48 minutes 48 seconds West, a distance of 230.85 feet to the POINT OF BEGINNING. Containing 32.74 acres, now known as WINTERSET VALLEY – 1st PLAT.

EXHIBIT "21"
Legal Description

Winterset Valley – Second Plat
Lots 1197 Thru 1236 and Tracts A2 Thru H2

Platted Legal Descriptions

LOTS 1197 THRU 1236 AND TRACTS A2 THRU H2, WINTERSET VALLEY 2ND PLAT, A SUBDIVISION OF LAND IN LEE'S SUMMIT, JACKSON, MISSOURI ACCORDING TO THE RECORDED PLAT THEREOF

Metes and Bounds Legal Description

All that part of the Southeast Quarter of Section 3 and the Southwest Quarter of Section 2, both in Township 47, Range 32 in Lee's Summit, Jackson County, Missouri described as follows:

Commencing at the Southeast Corner of said Southeast Quarter; thence North 02 degrees 46 minutes 31 seconds East along the East line of said Southeast Quarter a distance of 980.00 feet to a point on the north line of LEE'S SUMMIT WEST ELEMENTARY SCHOOL, a subdivision of land in said City, County and State, said point being the Point of Beginning; thence in a westerly direction along said northerly line the following two (2) courses; North 87 degrees 11 minutes 48 seconds West, a distance of 315.22 feet (plat = North 87 degrees 11 minutes 18 seconds West, 315.00 feet); thence South 55 degrees 45 minutes 48 seconds West (plat = South 55 degrees 45 minutes 48 seconds West), a distance of 295.44 feet to a point on the boundary line of WINTERSET VALLEY – 1ST PLAT, a subdivision of land in said City, County and State; thence along said boundary line of said WINTERSET VALLEY – 1ST PLAT, the following thirty-four (34) courses; North 85 degrees 16 minutes 16 seconds West, a distance of 416.77 feet (plat = North 85 degrees 13 minutes 25 seconds West 416.91 feet); thence South 80 degrees 29 minutes 57 seconds West, a distance of 351.31 feet; thence South 57 degrees 19 minutes 05 seconds West, a distance of 137.02 feet; thence South 23 degrees 54 minutes 25 seconds West, a distance of 49.23 feet; thence North 67 degrees 46 minutes 20 seconds West, a distance of 185.88 feet; thence South 22 degrees 13 minutes 40 seconds West, a distance of 57.89; thence North 67 degrees 46 minutes 20 seconds West, a distance of 113.77 feet; thence North 82 degrees 32 minutes 11 seconds West, a distance of 195.40 feet; thence South 61 degrees 21 minutes 25 seconds West, a distance of 103.45 feet; thence South 15 degrees 23 minutes 50 seconds West, a distance of 214.98 feet; thence North 83 degrees 58 minutes 21 seconds West, a distance of 85.94 feet; thence South 89 degrees 45 minutes 50 seconds West, a distance of 96.59 feet to a point of curve; thence in a northerly direction along a curve to the right (having a radius of 39.00 feet), an arc distance of 63.34 feet; thence north 02 degrees 48 minutes 48 seconds East, a distance of 10.08 feet to a point of curve; thence in a northerly direction along a curve to the left (having a chord bearing of North 02 degrees 39 minutes 32 seconds West and a radius of 540.00 feet), an arc distance of 103.15 feet; thence along a compound curve to the left (having a chord bearing of North 22 degrees 00 minutes 52 seconds West and a radius of 522.00 feet), an arc distance of 239.44 feet; thence North 35 degrees 09 minutes 20 seconds West, a distance of 28.40 feet; thence North 54 degrees 50 minutes 40 seconds East, a distance of 125.21 feet; thence North 65 degrees 04 minutes 06 seconds East a distance of 172.20 feet; thence North 81 degrees 32 minutes 31 seconds East, a distance of 72.03 feet; thence South 80 degrees 18 minutes 50 seconds East, a distance of 68.84 feet; thence South 61 degrees 50 minutes 23 seconds East, a distance of 75.00 feet; thence North 76 degrees 34 minutes 08 seconds East, a distance of 60.53 feet; thence South 80 degrees 18 minutes 50 seconds East, a distance of 275.41 feet; thence North 12 degrees 38 minutes 26 seconds East, a distance of 160.71 feet; thence south 86 degrees 31 minutes 30 seconds East, a distance of 8.30 feet to a point of curve; thence in an easterly direction along a curve to the right (having a radius of 175 feet), an arc distance of 4.64 feet, thence North 04 degrees 59 minutes 42 seconds East, a distance of 50.00 feet (plat = 50.05 feet) to a point of curve; thence in a westerly direction along a curve to the left (having a chord bearing of North 85 degrees 07 minutes 24 seconds West and a radius of 225.00 feet), an arc distance of 0.93 feet to a point of reverse curve; thence in a northerly direction along a reverse curve to the right (having a radius of 25.00 feet), an arc distance of 38.71 feet (plat = 39.64 feet); thence North 03 degrees 28 minutes 30 seconds East, a distance of 6.29 feet (plat = 6.26 feet) to a point of curve; thence in a northerly direction along a curve to the right (having a radius of 975.00 feet), an arc

distance of 75.82 feet, thence North 84 degrees 20 minutes 24 seconds West, a distance of 196.38 feet; thence continuing along said boundary line and also leaving said boundary line, North 07 degrees 18 minutes 42 seconds East, a distance of 86.33 feet; thence North 04 degrees 15 minutes 14 seconds East, a distance of 190.65 feet; thence South 85 degrees 44 minutes 46 seconds East, a distance of 150.96 feet; thence North 03 degrees 50 minutes 03 seconds West, a distance of 6.45 feet; thence North 86 degrees 09 minutes 57 seconds East, a distance of 50.00 feet; thence South 86 degrees 39 minutes 09 seconds East, a distance of 157.10 feet; thence South 01 degrees 45 minutes 51 seconds East, a distance of 22.23 feet; thence South 85 degrees 29 minutes 32 seconds East, a distance of 156.36 feet; thence North 04 degrees 30 minutes 28 seconds East, a distance of 184.18 feet to a point of curve; thence in a northerly direction along a curve to the left (having a radius of 375.00 feet), an arc distance of 14.35 feet to a point of compound curve; thence continuing in a northerly direction along a compound curve to the left (having a radius of 25.00 feet), an arc distance of 34.30 feet; thence North 76 degrees 17 minutes 07 seconds West, a distance of 59.67 feet; thence North 85 degrees 29 minutes 32 seconds West, a distance of 7.17 feet; thence North 04 degrees 30 minutes 28 seconds East, a distance of 50.00 feet; thence South 85 degrees 29 minutes 32 seconds East, a distance of 7.17 feet; thence North 85 degrees 18 minutes 04 seconds East, a distance of 35.39 feet to a point of curve; thence in a northerly direction along a curve to the left (having a radius of 25.00 feet), an arc distance of 44.61 feet; thence North 73 degrees 03 minutes 54 seconds East, a distance of 50.00 feet to a point of curve; thence in a southerly direction along a curve to the right (having a chord bearing of South 14 degrees 48 minutes 28 seconds East and a radius of 425.00 feet), an arc distance of 31.56 feet to a point of reverse curve; thence continuing in a southerly direction along a reverse curve to the left (having a radius of 25.00 feet), an arc distance of 27.75 feet; thence South 76 degrees 17 minutes 07 seconds East, a distance of 66.83 feet; thence South 85 degrees 29 minutes 32 seconds East, a distance of 97.51 feet to a point of curve; thence in an easterly direction along a curve to the right (having a radius of 425.00 feet), an arc distance of 25.24 feet; thence North 07 degrees 54 minutes 37 seconds East, a distance of 130.00 feet; thence South 82 degrees 05 minutes 23 seconds East, a distance of 310.43 feet; thence South 76 degrees 49 minutes 17 seconds East, a distance of 198.20 feet; thence South 88 degrees 46 minutes 48 seconds East, a distance of 50.00 feet; thence South 01 degrees 13 minutes 12 seconds West, a distance of 68.73 feet; thence South 88 degrees 46 minutes 48 seconds East, a distance of 465.32 feet to a point on the East line of the Southeast Quarter of said Section 3; thence South 02 degrees 46 minutes 31 seconds West along said East Line, a distance of 457.65 feet; thence South 87 degrees 43 minutes 15 seconds East, a distance of 661.37 feet to the Northwest Corner of WINTERSET PARK, a subdivision of land in said City, County and State; thence South 02 degrees 50 minutes 35 seconds West along the West line of said WINTERSET PARK (plat = South 02 degrees 51 minutes 26 seconds West), a distance of 345.57 feet to the Northeast Corner of said LEE'S SUMMIT WEST ELEMENTARY SCHOOL; thence North 87 degrees 47 minutes 44 seconds West along said North Line, a distance of 660.97 feet (plat = North 87 degrees 47 minutes 16 seconds West, 661.19 feet) to the POINT OF BEGINNING. Containing 47.54 acres.

Winterset Valley – 3rd Plat

All that part of the Southeast Quarter and also all that part of the Southwest Quarter, both in Section 3, Township 47, Range 32, Lee's Summit, Jackson County, Missouri more particularly described as follows:

Commencing at said South Quarter Corner; thence North 02 degrees 48 minutes 27 seconds East, a distance of 50.00 feet to a point on the north right-of-way of 3rd Street as now established, said point being the POINT OF BEGINNING; thence in a westerly direction along said north right-of-way line following five (5) courses; North 87 degrees 11 minutes 30 seconds West a distance of 64.12 feet; thence North 02 degrees 48 minutes 30 seconds East, a distance of 25.00 feet; thence North 87 degrees 11 minutes 30 seconds West, a distance of 150.00 feet; thence South 87 degrees 05 minutes 52 seconds West, a distance of 251.25 feet; thence North 87 degrees 11 minutes 30 seconds West, a distance of 456.75 feet; thence leaving said north right-of-way line, North 02 degrees 48 minutes 41 seconds East, a distance of 72.59 feet; thence in a northwesterly direction along a curve to the left (having a radius of 25.00 feet), an arc distance of 44.64 feet; thence North 09 degrees 29 minutes 47 seconds West, a distance of 50.00 feet; thence in an easterly direction along a curve to the right (having an initial tangent bearing of North 80 degrees 30 minutes 13 seconds East and a radius of 225.00 feet), an arc distance of 27.87 feet to a point of reverse curve; thence in a northeasterly direction along a reverse curve to the left (having a radius of 25.00 feet), an arc distance of 32.18 feet to a point of reverse curve; thence in a northerly direction along a reverse curve to the right (having a radius of 475.00 feet) an arc distance of 28.48 feet; thence North 17 degrees 17 minutes 45 seconds East, a distance of 128.03 feet; thence North 08 degrees 05 minutes 20 seconds East, a distance of 35.14 feet to a point of curve; thence in a northwesterly direction along a curve to the left (having a radius of 25.00 feet), an arc distance of 42.59 feet; thence

North 89 degrees 30 minutes 41 seconds West, a distance of 4.93 feet; thence North 00 degrees 29 minutes 19 seconds East, a distance of 50.00 feet; thence South 89 degrees 30 minutes 41 seconds East, a distance of 23.14 feet to a point of curve; thence in an easterly direction along a curve to the right (having a radius of 425.00 feet), a distance of 7.41 feet to a point of reverse curve; thence along a reverse curve to the left (having a radius of 25.00 feet), an arc distance of 27.57 feet; thence North 28 degrees 18 minutes 24 seconds East, a distance of 64.72 feet; thence North 19 degrees 07 minutes 14 seconds East, a distance of 95.07 feet to a point of curve; thence in a northwesterly direction along a curve to the left (having a radius of 25.00 feet), an arc distance of 37.78 feet; thence North 67 degrees 27 minutes 18 seconds West, a distance of 9.20 feet; thence North 22 degrees 32 minutes 42 seconds East, a distance of 50.00 feet; thence South 67 degrees 27 minutes 18 seconds East, a distance of 9.30 feet to a point of curve; thence in a northeasterly direction along a curve to the left (having a radius of 25.00 feet), an arc distance of 37.34 feet to a point of reverse curve; thence continuing in a northeasterly direction along a reverse curve to the right (having a radius of 625.00 feet), an arc distance of 147.82 to a point of reverse curve; thence along a reverse curve to the left (having a radius of 25.00 feet), an arc distance of 36.65 to a point of reverse curve; thence in a northwesterly direction along a reverse curve to the right (having a radius of 400.00 feet), an arc distance of 13.04 feet; thence North 50 degrees 40 minutes 31 seconds East, a distance of 50.00 feet to a point of curve; thence in a southeasterly direction along a curve to the left (having an initial tangent bearing of South 39 degrees 19 minutes 29 seconds East and a radius of 350.00 feet), an arc distance of 8.00 feet; thence North 49 degrees 21 minutes 56 seconds East, a distance of 145.86 feet; thence South 38 degrees 42 minutes 44 seconds East, a distance of 75.45 feet; thence South 70 degrees 29 minutes 30 seconds East, a distance of 75.84 feet; thence South 80 degrees 30 minutes 01 seconds East, a distance of 191.66 feet; thence North 78 degrees 22 minutes 43 seconds East, a distance of 150.08 feet; thence North 68 degrees 18 minutes 07 seconds East, a distance of 103.21 feet to a point on the westerly line of WINTERSET VALLEY – 1ST PLAT, a subdivision of land in said City, County and State, said point also being a point of curve; thence along the westerly line of said WINTERSET VALLEY – 1ST PLAT, a the following eighteen (18) courses; in a southeasterly direction along a curve to the left (having an initial tangent bearing of South 21 degrees 41 minutes 53 seconds East and a radius of 635.00 feet), an arc distance of 100.99 feet to a point of reverse curve; thence in a southwesterly direction along a reverse curve to the right (having a radius of 25.00 feet), an arc distance of 37.37 feet; thence South 54 degrees 50 minutes 40 seconds West, a distance of 6.90 feet, thence South 35 degrees 09 minutes 20 seconds East, a distance of 50.00 feet; thence North 54 degrees 50 minutes 40 seconds East, a distance of 50.00 feet; thence North 54 degrees 50 minutes 40 seconds East, a distance of 5.00 feet to a point of curve; thence in a southeasterly direction along a curve to the right (having a radius of 25.00 feet), an arc distance of 39.27 feet; thence South 35 degrees 09 minutes 20 seconds East, a distance of 114.95 feet to a point of curve; thence in a southeasterly direction along a curve to the right (having a radius of 478.00 feet), an arc distance of 225.86 feet to a point of compound curve; thence continuing in a southeasterly direction along a compound curve to the right (having an initial tangent bearing of South 08 degrees 55 minutes 25 seconds East and a radius of 460.00 feet), an arc distance of 94.23 feet; thence South 02 degrees 48 minutes 48 seconds West, a distance of 19.63 feet to a point of curve; thence in a southwesterly direction along a curve to the right (having a radius of 39.00 feet), an arc distance of 32.95 feet to a point of reverse curve; thence along a reverse curve to the left (having a radius of 80.00 feet), an arc distance of 46.64 feet to a point of reverse curve; thence along a reverse curve to the right (having a radius of 39.00 feet), an arc distance of 29.46 feet; thence South 61 degrees 05 minutes 11 seconds West, a distance of 43.75 feet; thence South 19 degrees 42 minutes 24 seconds East, a distance of 53.95 feet; thence North 79 degrees 30 minutes 01 seconds East, a distance of 13.36 feet to a point of curve; thence in an easterly direction along a curve to the right having a (radius of 39.00 feet), an arc distance of 18.14 feet; thence South 02 degrees 48 minutes 48 seconds West, a distance of 230.81 feet (Plat = 230.85 feet) to a point on said north right-of-way of 3rd Street; thence North 87 degrees 11 minutes 46 seconds West along said north right-of-way line, a distance of 242.91 feet to the POINT OF BEGINNING. Containing 21.83 acres.

EXHIBIT "22"
Legal Description

Winterset Valley – Third Plat
Lots 1154 Thru 1196 and Tract A3 Thru G3

Platted Legal Descriptions

LOTS 1154 THRU 1196 AND TRACTS A3 THRU G3, WINTERSET VALLEY 3RD PLAT, A SUBDIVISION OF LAND IN LEE'S SUMMIT, JACKSON COUNTY, MISSOURI ACCORDING TO THE RECORDED PLAT THEREOF

Metes and Bounds Legal Description

Winterset Valley – 2nd Plat

All that part of the Southeast Quarter of Section 3 and the Southwest Quarter of Section 2, both in Township 47, Range 32 in Lee's Summit, Jackson County, Missouri described as follows:

Commencing at the Southeast Corner of said Southeast Quarter; thence North 02 degrees 46 minutes 31 seconds East along the East Line of said Southeast Quarter, a distance of 980.00 feet to a point on the north line of LEE'S SUMMIT WEST ELEMENTARY SCHOOL, a subdivision of land in said City, County and State, said point being the Point of Beginning; thence in a westerly direction along said northerly line the following two (2) courses; North 87 degrees 11 minutes 48 seconds West, a distance of 315.22 feet (plat = North 87 degrees 11 minutes 18 seconds West 315.00 feet); thence South 55 degrees 45 minutes 48 seconds West (plat = South 55 degrees 45 minutes 48 seconds West), a distance of 295.44 feet to a point on the boundary line of WINTERSET VALLEY – 1ST PLAT, a subdivision of land in said City, County and State; thence along said boundary line of said WINTERSET VALLEY – 1ST PLAT, the following thirty-four (34) courses; North 85 degrees 16 minutes 16 seconds West, a distance of 416.77 feet (plat = North 85 degrees 13 minutes 25 seconds West, 416.91 feet); thence South 80 degrees 29 minutes 57 seconds West, a distance of 351.31 feet; thence South 57 degrees 19 minutes 05 seconds West, a distance of 137.02 feet; thence South 23 degrees 54 minutes 25 seconds West, a distance of 49.23 feet; thence North 67 degrees 46 minutes 20 seconds West, a distance of 185.88 feet; thence South 22 degrees 13 minutes 40 seconds West, a distance of 57.89; thence North 67 degrees 46 minutes 20 seconds West, a distance of 113.77 feet; thence North 82 degrees 32 minutes 11 seconds West, a distance of 195.40 feet; thence South 61 degrees 21 minutes 25 seconds West, a distance of 103.45 feet; thence South 15 degrees 23 minutes 50 seconds West, a distance of 214.98 feet; thence North 83 degrees 58 minutes 21 seconds West, a distance of 85.94 feet; thence South 89 degrees 45 minutes 50 seconds West, a distance of 96.59 feet to a point of curve; thence in a northerly direction along a curve to the right (having a radius of 39.00 feet), an arc distance of 63.34 feet; thence North 02 degrees 48 minutes 48 seconds East, a distance of 10.08 feet to a point of curve; thence in a northerly direction along a curve to the left (having a chord bearing of North 02 degrees 39 minutes 32 seconds West and a radius of 540.00 feet), an arc distance of 103.15 feet; thence along a compound curve to the left (having a chord bearing of North 22 degrees 00 minutes 52 seconds West and a radius of 522.00 feet), an arc distance of 239.44 feet; thence North 35 degrees 09 minutes 20 seconds West, a distance of 28.40 feet; thence North 54 degrees 50 minutes 40 seconds East, a distance of 125.21 feet; thence North 65 degrees 04 minutes 06 seconds East, a distance of 172.20 feet; thence North 81 degrees 32 minutes 31 seconds East, a distance of 72.03 feet; thence South 80 degrees 18 minutes 50 seconds East a distance of 68.84 feet; thence South 61 degrees 50 minutes 23 seconds East, a distance of 75.00 feet; thence North 76 degrees 34 minutes 08 seconds East, a distance of 60.53 feet; thence South 80 degrees 18 minutes 50 seconds East, a distance of 275.41 feet; thence North 12 degrees 38 minutes 26 seconds East, a distance of 160.71 feet; thence South 86 degrees 31 minutes 30 seconds East, a distance of 8.30 feet to a point of curve; thence in an easterly direction along a curve to the right (having a radius of 175.00 feet), an arc distance of 4.64 feet, thence North 04 degrees 59 minutes 42 seconds East, a distance of 50.00 feet (plat = 50.05 feet) to a point of curve; thence in a westerly direction along a curve to the left (having a chord bearing of North 85 degrees 07 minutes 24 seconds West and a radius of 225.00 feet), an arc distance of 0.93 feet to a point of reverse curve; thence

in a northerly direction along a reverse curve to the right (having a radius of 25.00 feet), an arc distance of 38.71 feet (plat = 39.64 feet); thence North 03 degrees 28 minutes 30 seconds East, a distance of 6.29 feet (plat = 6.26 feet) to a point of curve; thence in a northerly direction along a curve to the right (having a radius of 975.00 feet), an arc distance of 75.82 feet, thence North 84 degrees 20 minutes 24 seconds West, a distance of 196.38 feet; thence continuing along said boundary line and also leaving said boundary line, North 07 degrees 18 minutes 42 seconds East, a distance of 86.33 feet; thence North 04 degrees 15 minutes 14 seconds East, a distance of 190.65 feet; thence South 85 degrees 44 minutes 46 seconds East, a distance of 150.96 feet; thence North 03 degrees 50 minutes 03 seconds West, a distance of 6.45 feet; thence North 86 degrees 09 minutes 57 seconds East, a distance of 50.00 feet; thence South 86 degrees 39 minutes 09 seconds East, a distance of 157.10 feet; thence South 01 degrees 45 minutes 51 seconds East, a distance of 22.23 feet; thence South 85 degrees 29 minutes 32 seconds East, a distance of 156.36 feet; thence North 04 degrees 30 minutes 28 seconds East, a distance of 184.18 feet to a point of curve; thence in a northerly direction along a curve to the left (having a radius of 375.00 feet), an arc distance of 14.35 feet to a point of compound curve; thence continuing in a northerly direction along a compound curve to the left (having a radius of 25.00 feet), an arc distance of 34.30 feet; thence North 76 degrees 17 minutes 07 seconds West, a distance of 59.67 feet; thence North 85 degrees 29 minutes 32 seconds West, a distance of 7.17 feet; thence North 04 degrees 30 minutes 28 seconds East, a distance of 50.00 feet; thence South 85 degrees 29 minutes 32 seconds East, a distance of 7.17 feet; thence North 85 degrees 18 minutes 04 seconds East, a distance of 35.39 feet to a point of curve; thence in a northerly direction along a curve to the left (having a radius of 25.00 feet), an arc distance of 44.61 feet; thence North 73 degrees 03 minutes 54 seconds East, a distance of 50.00 feet to a point of curve; thence in a southerly direction along a curve to the right (having a chord bearing of South 14 degrees 48 minutes 28 seconds East and a radius of 425.00 feet), an arc distance of 31.56 feet to a point of reverse curve; thence continuing in a southerly direction along a reverse curve to the left (having a radius of 25.00 feet), an arc distance of 27.75 feet; thence South 76 degrees 17 minutes 07 seconds East, a distance of 66.83 feet; thence South 85 degrees 29 minutes 32 seconds East, a distance of 97.51 feet to a point of curve; thence in an easterly direction along a curve to the right (having a radius of 425.00 feet), an arc distance of 25.24 feet; thence North 07 degrees 54 minutes 37 seconds East, a distance of 130.00 feet; thence South 82 degrees 05 minutes 23 seconds East, a distance of 310.43 feet; thence South 76 degrees 49 minutes 17 seconds East, a distance of 198.20 feet; thence South 88 degrees 46 minutes 48 seconds East, a distance of 50.00 feet; thence South 01 degrees 13 minutes 12 seconds West, a distance of 68.73 feet; thence South 88 degrees 46 minutes 48 seconds East, a distance of 465.32 feet to a point on the East line of the Southeast Quarter of said Section 3; thence South 02 degrees 46 minutes 31 seconds West along said East Line, a distance of 457.65 feet; thence South 87 degrees 43 minutes 15 seconds East, a distance of 661.37 feet to the Northwest Corner of WINTERSET PARK, a subdivision of land in said City, County and State; thence South 02 degrees 50 minutes 35 seconds West along the West Line of said WINTERSTE PARK (plat = South 02 degrees 51 minutes 26 seconds West), a distance of 345.57 feet to the Northeast Corner of said LEE'S SUMMIT WEST ELEMENTARY SCHOOL; thence North 87 degrees 47 minutes 44 seconds West along said North Line, a distance of 660.97 feet (plat = North 87 degrees 47 minutes 16 seconds West 661.19 feet) to the POINT OF BEGINNING. Containing 47.54 acres.

Winterset Valley – 3rd Plat

All that part of the Southeast Quarter and also all that part of the Southwest Quarter, both in Section 3, Township 47, Range 32, Lee's Summit, Jackson County, Missouri more particularly described as follows;

Commencing at said South Quarter Corner, thence North 02 degrees 48 minutes 27 seconds East, a distance of 50.00 feet to a point on the north right-of-way of 3rd Street as now established, said point being the POINT OF BEGINNING; thence in a westerly direction along said north right-of-way line the following five (5) courses; North 87 degrees 11 minutes 30 seconds West, a distance of 64.12 feet; thence North 02 degrees 48 minutes 30 seconds East, a distance of 25.00 feet; thence North 87 degrees 11 minutes 30 seconds West, a distance of 150.00 feet; thence South 87 degrees 05 minutes 52 seconds West, a distance of 251.25 feet; thence North 87 degrees 11 minutes 30 seconds West, a distance of 456.75 feet; thence leaving said north right-of-way line, North 02 degrees 48 minutes 41 seconds East, a distance of 72.59 feet; thence in a northwesterly direction along a curve to the left (having a radius of 25.00 feet), an arc distance of 44.64 feet; thence North 09 degrees 29 minutes 47 seconds West, a distance of 50.00 feet; thence in an easterly direction along a curve to the right (having an initial tangent bearing of North 80 degrees 30 minutes 13 seconds East and a radius of 225.00 feet), an arc distance of 27.87 feet to a point of reverse curve; thence in a northeasterly direction along a reverse cure to the left (having a radius of 25.00 feet), an arc distance of 32.18 feet to

a point of reverse curve; thence in a northerly direction along a reverse curve to the right (having a radius of 475.00 feet) an arc distance of 28.48 feet; thence North 17 degrees 17 minutes 45 seconds East, a distance of 128.03 feet; thence North 08 degrees 05 minutes 20 seconds East, a distance of 35.14 feet to a point of curve; thence in a northwesterly direction along a curve to the left (having a radius of 25.00 feet), an arc distance of 42.59 feet; thence North 89 degrees 30 minutes 41 seconds West, a distance of 4.93 feet; thence North 00 degrees 29 minutes 19 seconds East, a distance of 50.00 feet; thence South 89 degrees 30 minutes 41 seconds East, a distance of 23.14 feet to a point of curve; thence in an easterly direction along a curve to the right (having a radius of 425.00 feet), a distance of 7.41 feet to a point of reverse curve; thence along a reverse curve to the left (having a radius of 25.00 feet), an arc distance of 27.57 feet; thence North 28 degrees 18 minutes 24 seconds East, a distance of 64.72 feet; thence North 19 degrees 07 minutes 14 seconds East, a distance of 95.07 feet to a point of curve; thence in a northwesterly direction along a curve to the left (having a radius of 25.00 feet), an arc distance of 37.78 feet; thence North 67 degrees 27 minutes 18 seconds West, a distance of 9.20 feet; thence North 22 degrees 32 minutes 42 seconds East, a distance of 50.00 feet; thence South 67 degrees 27 minutes 18 seconds East, a distance of 9.30 feet to a point of curve; thence in a northeasterly direction along a curve to the left (having a radius of 25.00 feet), an arc distance of 37.34 feet to a point of reverse curve; thence continuing in a northeasterly direction along a reverse curve to the right (having a radius of 625.00 feet), an arc distance of 147.82 feet to a point of reverse curve; thence along a reverse curve to the left (having a radius of 25.00 feet), an arc distance of 36.65 feet to a point of reverse curve; thence in a northwesterly direction along a reverse curve to the right (having a radius of 400.00 feet), an arc distance of 13.04 feet; thence North 50 degrees 40 minutes 31 seconds East, a distance of 50.00 feet to a point of curve; thence in a southeasterly direction along a curve to the left (having an initial tangent bearing of South 39 degrees 19 minutes 29 seconds East and a radius of 350.00 feet), an arc distance of 8.00 feet; thence North 49 degrees 21 minutes 56 seconds East, a distance of 145.86 feet; thence South 38 degrees 42 minutes 44 seconds East, a distance of 75.45 feet; thence South 70 degrees 29 minutes 30 seconds East, a distance of 75.84 feet; thence South 80 degrees 30 minutes 01 seconds East, a distance of 191.66 feet; thence North 78 degrees 22 minutes 43 seconds East, a distance of 150.08 feet; thence North 68 degrees 18 minutes 07 seconds East, a distance of 103.21 feet to appoint on the westerly line of WINTERSET VALLEY – 1ST PLAT, a subdivision of land in said City, County and State, said point also being a point of curve; thence along the westerly line of said WINTERSET VALLEY – 1ST PLAT, the following eighteen (18) courses: in a southeasterly direction along a curve to the left (having an initial tangent bearing of South 21 degrees 41 minutes 53 seconds East and a radius of 635.00 feet), an arc distance of 100.99 feet to a point of reverse curve; thence in a southwesterly direction along a reverse curve to the right (having a radius of 25.00 feet), an arc distance of 37.37 feet; thence South 54 degrees 50 minutes 40 seconds West a distance of 6.90 feet, thence South 35 degrees 09 minutes 20 seconds East, a distance of 50.00 feet; thence North 54 degrees 50 minutes 40 seconds East, a distance of 5.00 feet to a point of curve; thence in a southeasterly direction along a curve to the right (having a radius of 25.00 feet), an arc distance of 39.27 feet; thence South 35 degrees 09 minutes 20 seconds East, a distance of 114.95 feet to a point of curve; thence in a southeasterly direction along a curve to the right (having a radius of 478.00 feet), an arc distance of 225.86 feet to a point of compound curve; thence continuing in a southeasterly direction along a compound curve to the right (having an initial tangent bearing of South 08 degrees 55 minutes 25 seconds East and a radius of 460.00 feet), an arc distance of 94.23 feet; thence South 02 degrees 48 minutes 48 seconds West, a distance of 19.63 feet to a point of curve; thence in a southwesterly direction along a curve to the right (having a radius of 39.00 feet), an arc distance of 32.95 feet to a point of reverse curve; thence along a reverse curve to the left (having a radius of 80.00 feet), an arc distance of 46.64 feet to a point of reverse curve; thence along a reverse curve to the right (having a radius of 39.00 feet), an arc distance of 29.46 feet; thence South 61 degrees 05 minutes 11 seconds West, a distance of 43.75 feet; thence South 19 degrees 42 minutes 24 seconds East, a distance of 53.95 feet; thence North 79 degrees 30 minutes 01 seconds East, a distance of 13.36 feet to a point of curve; thence in an easterly direction along a curve to the right having a (radius of 39.00 feet), an arc distance of 18.14 feet; thence South 02 degrees 48 minutes 48 seconds West, a distance of 230.81 feet (Plat = 230.85 feet) to a point on said north right-of-way of 3rd Street; thence North 87 degrees 11 minutes 46 seconds West along said north right-of-way line, a distance of 242.91 feet to the POINT OF BEGINNING. Containing 21.83 acres.

EXHIBIT "23"
Legal Description

Winterset Valley – Fourth Plat
Lots 1237 Thru 1290 (Including Lot 1254A, 1280A Thru 1282A) and Tracts A4 Thru H4

Platted Legal Description

LOTS 1237 THRU 1290 (INCLUDING LOT 1254A, 1280A THRU 1282A) AND TRACTS A4 THRU H4, WINTERSET VALLEY 4TH PLAT, A SUBDIVISION OF LAND IN LEE'S SUMMIT, JACKSON COUNTY, MISSOURI ACCORDING TO THE RECORDED PLAT THEREOF

Metes and Bounds Legal Description

All that part of the Fractional NE ¼ and part of the SE ¼ of Section 3-T.47-R.32, and a Replat of Tract K-2, and vacated NW Lewis Drive and NW Olmstead Drive adjoining said tract, WINTERSET VALLEY 2ND PLAT, a subdivision, all being in Lee's Summit, Jackson County, Missouri being described as follows:

Being at the NE Corner of the SE¼ of said Section 3; thence S 02°-46'-20" W, (this bearing and all following bearings are based off Missouri Coordinate System of 1983, 2003 Adjustment) along the East line thereof, 868.78 feet; thence N 88°-47'-06" W, this and the following 8 courses being along the northerly boundary line of said WINTERSET VALLEY 2ND PLAT 465.31 feet to a point on the easterly right-of-way line of NW Morton Drive; thence N 01°-12'-58" E, along said right-of-way line 68.74 feet; thence N88°-47'-02" W, 50.00 feet; thence N 76°-49'-31" W, 198.20 feet; thence N 82°-05'-38" W, 310.43 feet; thence S 07°-54'-07" W, 130.00 feet; thence westerly along a curve to the left having a radius of 426.93 feet and an initial tangent bearing of N 82°-06'-30" W, an arc distance of 25.25 feet; thence N 85°-29'-47" W, 17.24 feet; thence S 04°-29'-51" W, departing said northerly boundary line, 50.00 feet to the NE corner of said Tract K-2; thence S 07°-54'-37" W, this and the following 4 courses are along the West and South lines of said Tract, 120.17 feet; thence S 33°-54'-08" E, 50.00 feet; thence S 33°-36'-14" W, 63.88 feet; thence N 85°-30'-26" W, 190.00 feet to the northerly boundary line of said WINTERSET VALLEY 2ND PLAT; thence S 04°-30'-20" W, this and the following 7 courses being along said boundary line, 16.80 feet; thence N 85°-29'-47" W, 156.35 feet; thence N 01°-46'-01" W, 22.23 feet; thence N 86°-39'-27" W, 157.10 feet; thence S 86°-09'-55" W, 50.00 feet; thence S 03°-50'-18" E, 6.45 feet; thence N 85°-45'-02" W, 150.96 feet; thence N 00°-07'-15" W, leaving said northerly boundary line, 223.60 feet to the westerly line of a tract of land described in Document 2004-I-0015379 thence N 17°-04'-19" E, along said line, 281.96 feet; thence N 30°-32'-16" E, 50.00 feet; thence S 60°-33'-51" E, 255.88 feet; thence easterly on a curve to the left having a radius of 175.00 feet, and tangent to the last described course, an arc length of 123.07 feet; thence N 04°-32'-27" E, 59.25 feet; thence N 21°-49'-33" W, 116.85 feet; thence N 33°-52'-13" E, 177.82 feet to the west line of the E½ of the SE¼ of said Section 3; thence N 02°-59'-41" E, along said line, 401.92 feet to the NW corner of the NE¼ of the SE¼ of said Section 3; thence N 03°-31'-46" E, along the west line of the SE¼ of the Fractional NE¼ of said Section 3, 1257.96 feet to the southwesterly right-of-way line of the St. Louis South Western Railroad; thence southeasterly, along said line, on a curve to the left having a radius of 1960.08 feet, and initial tangent bearing of S 38°-28'-03" E, and an arc distance of 311.67 feet; thence S 47°-34'-40" E, continuing along said line, 249.50 feet to a point 50.00 feet from and opposite centerline station 815+00; thence S 42°-25'-20" W, continuing along said line 124.32 feet to the East bank of Cedar Creek; thence S 54°-07'-31" E, this and the following 3 courses being along said creek bank and right-of-way line, 142.84 feet; thence S 16°-20'-28" E, 154.86 feet; thence S 44°-10'-54" E, 572.53 feet; thence S 56°-20'-51" E, 329.81 feet to the north line of the SE¼ of said Section 3; thence S 87°-17'-44" E, along said north line, 94.60 feet to the point of beginning.

EXHIBIT "24"
Legal Description

Winterset Valley – Fifth Plat
Lots 1283 Thru 1289 and Tract A5

Platted Legal Description

LOTS 1283 THRU 1289 AND TRACT A5, WINTERSET VALLEY 5TH PLAT, A SUBDIVISION OF LAND IN LEE'S SUMMIT, JACKSON COUNTY, MISSOURI ACCORDING TO THE RECORDED PLAT THEREOF

Metes and Bounds Legal Description

All that part of the Southwest Quarter of Section 3, Township 47, Range 32 in Lee's Summit, Jackson County, Missouri more particularly described as follows:

Commencing at the Southwest Corner of said Southwest Quarter, thence South 87 degrees 11 minutes 30 seconds East along the South Line of said Southwest Quarter a distance of 1597.72 feet; thence North 02 degrees 48 minutes 30 seconds East a distance of 50.00 feet to a Point on the Northerly right of way Line on SW 3rd Street as now established, said Point also being the Point of Beginning; thence North 02 degrees 48 minutes 41 seconds East a distance of 157.34 feet; thence North 17 degrees 17 minutes 45 seconds East a distance of 317.90 feet; thence North 19 degrees 07 minutes 14 seconds East a distance of 163.31 feet; thence North 21 degrees 59 minutes 33 seconds East a distance of 108.23 feet; thence South 63 degrees 23 minutes 12 seconds East a distance of 120.85 feet to a Point of the Westerly Line of WINTERSET VALLEY – 3RD PLAT, a subdivision of record in said City, County and State, said Point also being a point of curve; thence in a southerly direction along said Westerly Plat Line, along the Westerly right of way Line of SW Ansel Adams Drive as now established, and also the right of way lines of SW Odum Drive, SW Lewis Drive and SW Lindeman Drive all as now established the following twenty one (21) courses; along a curve to the right (having an initial tangent bearing of North 80 degrees 29 minutes 22 seconds West and a radius of 25.00 feet) an arc distance of 5.69 feet; thence North 67 degrees 27 minutes 18 seconds West a distance of 9.30 feet; thence South 22 degrees 32 minutes 42 seconds West a distance of 50.00 feet; thence South 67 degrees 27 minutes 18 seconds East a distance of 9.20 feet to a point of curve; thence along a curve to the right (having a radius of 25.00 feet) an arc distance of 37.78 feet; thence South 19 degrees 07 minutes 14 seconds West a distance of 95.07 feet; thence South 28 degrees 18 minutes 24 seconds West a distance of 64.72 feet to a point of curve; thence along a curve to the right (having a radius of 25.00 feet) an arc distance of 27.57 feet to a point of reverse curve; thence along a reverse curve to the left (having radius of 425.00 feet) an arc distance of 7.41 feet; thence along thence North 89 degrees 30 minutes 41 seconds West a distance of 23.14 feet; thence South 00 degrees 29 minutes 19 seconds West a distance of 50.00 feet; thence 89 degrees 30 minutes 41 seconds East a distance of 4.93 feet to a point of curve; thence along a curve to the right (having a radius of 25.00 feet) an arc distance of 42.59 feet; thence South 08 degrees 05 minutes 20 seconds West a distance of 35.14 feet; thence South 17 degrees 17 minutes 45 seconds West a distance of 128.03 feet to a point of curve; thence along a curve to the left (having a radius of 475.00 feet) an arc distance of 28.48 feet to a point of reverse curve; thence along a reverse curve to the right (having a radius of 25.00 feet) an arc distance of 32.18 feet to a point of reverse curve; thence along a reverse curve to the left (having a radius of 225.00 feet) an arc distance of 27.87 feet; thence South 09 degrees 29 minutes 47 seconds East a distance of 50.00 feet to a point of curve; thence along a curve to the right (having an initial tangent bearing of North 80 degrees 30 minutes 13 seconds East and a radius of 25.00 feet) an arc distance of 44.64 feet; thence South 02 degrees 48 minutes 41 seconds West a distance of 72.59 feet to a Point on said Northerly right of way Line of said SW 3rd Street; thence North 87 degrees 11 minutes 30 seconds West along said Northerly right of way Line a distance of 140.00 feet to the Point of Beginning. Containing 2.13 acres.

EXHIBIT "25"
Legal Description

Winterset Valley – Sixth Plat
Lots 1290 Thru 1312 (Including Lots 1298A, 1294A Thru 1297A, and 1298B)

Platted Legal Descriptions

LOTS 1290 THRU 1312 (INCLUDING LOTS 1298A, 1294A, THRU 1297A, AND 1298B), WINTERSSET VALLEY 6TH PLAT, A SUBDIVISION OF LAND IN LEE'S SUMMIT, JACKSON COUNTY, MISSOURI ACCORDING TO THE RECORDED PLAT THEREOF

Metes and Bounds Legal Description

Tract 1:

All that part of the Northwest Quarter of the Southeast Quarter of Section 3, Township 47, Range 32 West, Lee's Summit, Jackson County, Missouri, more particularly described as follows:

Commencing at the northeast corner of the Southeast Quarter of said Section 3; thence N87°17'43"W, along the north line of said Southeast Quarter, 1319.01 feet to the northeast corner of the Northwest Quarter of the Southeast Quarter of said Section 3; thence S02°59'41"W, along the east line of said West half of the Southeast Quarter, 702.49 feet to a point on the north right of way line of NW Thoreau Drive; thence along said right of way line, westerly, on a curve to the right having an initial tangent bearing of S63°40'22"W, a radius of 175.00 feet, an arc distance of 170.32 feet; thence N60°33'51"W, 21.58 feet; thence N25°51'35"E, 28.38 feet to a point on the north line of a tract of land described in Document No. 2004I0015379 and the Point of Beginning; thence N79°01'13"W, along said north line, 44.54 feet; thence departing said north line, N10°47'21"E, 153.85 feet; thence S60°33'51"E, 83.21 feet; thence S25°51'35"W, 131.93 feet to the Beginning.

Tract 2:

All that part of the Northwest Quarter of the Southeast Quarter of Section 3, Township 47 North, Range 32 West, Lee's Summit, Jackson County, Missouri, more particularly described as follows:

Commencing at the northeast corner of the Southeast Quarter of said Section 3; thence N87°17'43"W, along the north line of said Southeast Quarter, 1319.01 feet to the northeastern corner of the Northwest Quarter of the Southeast Quarter of said Section 3; thence S02°59'41"W, along the east line of the West Half of the Southeast Quarter, 702.49 feet to a point on the north right of way line of NW Thoreau Drive; thence along said right of way line, westerly, on a curve to the right, having an initial tangent bearing of S63°40'22"W, a radius of 175.00 feet, an arc distance of 170.32 feet; thence N60°33'51"W, 21.58 feet to the Point of Beginning; thence continue N60°33'51"W, 86.65 feet to a point on the north line of a tract of land described in Document Number 2004I0015379; thence S79°01'13"E, along said north line, 89.47 feet; thence departing said north line, S25°51'35"W, 28.38 feet to the Point of Beginning.

Tract 3:

All that part of the Northwest Quarter of the Southeast Quarter of Section 3, Township 47 North, Range 32 West, Lee's Summit, Jackson County, Missouri, more particularly described as follows:

Commencing at the northeast corner of the Southeast Quarter of said Section 3; thence N87°17'43"W, along the north line of said Southeast Quarter, 1319.01 feet to the northeast corner of the Northwest Quarter of the Southeast Quarter of Section 3; then S02°59'41"W, along the east line of said West Half of the Southeast Quarter, 702.49 feet to a point on the north right of way line of NW Thoreau Drive; thence along said right of way line, westerly, on a curve to the right, having an initial tangent bearing of S63°40'22"W, a radius of 175.00 feet, an arc distance of 170.32 feet; thence N60°33'51"W, 108.23 feet to a point on the north line of a tract of land described in Document Number 2004I0015379; thence continue N60°33'51"W, 147.66 feet; thence S30°32'16"W, 50.00 feet to a point on the west line of said tract; thence S17°09'42"W, along said west line 280.64 feet to the Point of Beginning; thence continue S17°09'42"W, along said west line, 96.00 feet; thence S04°15'17"W, along said west line, 294.59 feet to a point on the north line of a tract of land described in Document Number 2003I0020361; thence S80°33'29"E, along said north line, 38.79 feet; thence

departing said north line, N04°14'57"E, 167.29 feet; thence N00°07'15"W, 225.04 feet to the Point of Beginning.

Tract 4:

All that part of the Northwest Quarter of the Southeast Quarter of Section 3, Township 47 North, Range 32 West, Lee's Summit, Jackson County, Missouri, more particularly described as follows:

Commencing at the northeast corner of the Southeast Quarter of said Section 3; thence N87°17'43"W, along the north line of said Southeast Quarter 1319.01 feet to the northeast corner of the Northwest Quarter of the Southeast Quarter of said Section 3; thence S02°59'41"W, along the east line of said West Half of the Southeast Quarter, 702.49 feet to a point on the north right of way line of NW Thoreau Drive; thence along said right of way line, westerly, on a curve to the right having an initial tangent bearing of S63°40'22"W, a radius of 175.00 feet, an arc distance of 170.32 feet; thence N60°33'51"W, 108.23 feet to a point on the north line of a tract of land described in Document Number 2004I0015379 and the Point of Beginning; thence continue N60°33'51"W, 147.66 feet; thence S30°32'16"W, 50.00 feet to a point on the west line of said tract; thence S17°09'42"W, along said west line, 376.54 feet; thence S04°15'17"W, along said west line 294.59 feet to a point on the north line of a tract of land described in Document Number 2003I0020361; thence S80°33'29"E, along said north line, 38.79 feet; thence S04°14'57"W, 23.36 feet; thence S07°18'27"W, 68.77 feet; thence N82°39'07"W, 212.54 feet; thence southerly, along a curve to the left, having an initial tangent bearing of S07°20'53"W, a radius of 325.00 feet, an arc distance of 2.87 feet; thence N83°09'26"W, 140.00 feet; thence N13°44'00"E, 88.96 feet to a point on the north line of said tract of land described in Document Number 2003I0020361; thence N71°24'11"E, along said north line, 90.77 feet; thence S74°47'24"E, along said north line 223.03 feet to the Point of Beginning.

Tract 5:

All that part of the fractional Northeast Quarter and part of the Southeast Quarter of Section 3, Township 47, Range 32, in Lee's Summit, Jackson County, Missouri, described as follows:

Commencing at the Southwest corner of the Northeast Quarter of said Section 3; thence S87°17'43"E along the South line of the Northeast Quarter of said Section (this bearing and all following bearings are based on Missouri Coordinate System of 1983, 2003 adjustment), 158.04 feet to the point of beginning of the tract to be described herein; thence N8°42'46"E, 494.32 feet; thence North 38°26'43"E, 232.82 feet to the North line of the South half of the Southwest Quarter of said Northeast Quarter; thence S87°20'08"E, along said North line 898.23 feet to the Northeast corner of the South half of the Southwest Quarter of said Northeast Quarter; thence S3°31'46"W, along the East line of the Southwest Quarter of said Northeast Quarter 664.82 feet to the Southeast corner thereof, said point also being the Northeast corner of the Northwest Quarter of the Southeast Quarter of Section 3; thence N87°17'43"W, along the North line of said Northwest Quarter of the Southeast Quarter, 125.14 feet to the Northwest corner of a tract of land described in Document No.20050015354; thence S10°47'21"W, along the West line of said tract, 670.22 feet to the Southwest corner of said tract, said point also being the North line of a tract of land described in Document No. 2004I0015379; thence N79°01'13"W, along the North line of said tract, 201.68 feet to the Northwest corner thereof; thence S17°09'42"W, along the West line of said tract, 376.97 feet; thence S4°15'17"W, continuing along said West line, 294.59 feet to the North line of a tract of land as described in Document No. 2003I0020361; thence N74°47'24"W, along the North line of said tract, 223.03 feet; thence S71°24'11"W, continuing along said North line, 316.24 feet; thence S59°24'31"W, continuing along said North line 167.60 feet; thence N22°35'22"W, 355.86 feet; thence N67°10'10"E; thence 217.58 feet North 00°57'11"E, 1037.56 feet to the point of beginning.

Original Recorded Plat Metes and Bounds Description:

All that part of the West Half of the Southeast Quarter of Section 3, Township 47 North, Range 32 West, Lee's Summit, Jackson County, Missouri, more particularly described as follows:

Commencing at the Northeast Corner of the Southeast Quarter of said Section 3; thence N87°17'43"W, along the North Line of said Southeast Quarter, 1319.01 feet of the Northeast Corner of the West Half of the Southeast Quarter of said Section 3; thence S02°59'41"W, along the East Line of said West Half of the Southeast Quarter, 702.49 feet to a point on the North right of way line of NW Thoreau Drive; thence along said right of way line, Westerly, on a curve to the right, having an initial tangent bearing of S63°40'22"W, a radius of 175.00 feet, an arc distance of 170.32 feet; thence continue along said right of way line, N60°33'51"W, 21.58 feet to the Point of Beginning of the Tract of land herein and hereby described; thence N60°33'51"W, 234.30 feet to a point on the West Line of WINTERSET

VALLEY-4TH PLAT; thence along the said west line, S30°32'16"W, 50.00 feet; thence S17°04'19"W, 281.96 feet; thence S00°07'15"E, 223.60 feet to the Northwest Corner of WINTERSET VALLEY-2ND PLAT; thence S04°14'57"W, along the West Line of said WINTERSET VALLEY-2ND PLAT, 190.65 feet; thence S07°18'27"W, 68.77 feet to a point on the North Line of WINTERSET VALLEY-1ST PLAT; thence along said North Line, N82°39'07"W, 212.54 feet; thence southerly, along a curve to the left, having an initial tangent bearing of S07°20'53"W, a radius of 325.00 feet, an arc distance of 2.87 feet; thence N83°09'26"W, 140.00 feet; thence departing the said north line, N13°44'00"E, 175.56 feet; thence N07°22'17"E, 87.77 feet; thence N00°07'15"W, 173.90 feet; thence N06°56'33"E, 96.01 feet; thence N13°59'41"E, 174.56 feet; thence N02°42'17"E, 94.03 feet; thence N05°58'54"E, 50.00 feet; thence easterly, along a curve to the right, having an initial tangent bearing of S84°01'06"E, a radius of 1025.00 feet; an arc distance of 23.19 feet; thence N02°42'17"E, 123.26 feet to a point 400 feet South of the North Line of the West Half of the Southeast Quarter of said Section 3; thence S87°17'43"E, along a line 400.00 feet South of and parallel with the North Line of the said West Half of the Southeast Quarter, 322.34 feet; thence S60°33'51"E, 330.50 feet; thence S25°51'35"W, 160.31 feet to the Point of Beginning.

EXHIBIT "26"
Legal Description

Winterset Valley – Tenth Plat
Lots 1358 Thru 1410 & Tracts A10 Thru H10

Platted Legal Descriptions

WINTERSET VALLEY, 10TH PLAT, LOTS 1358 THRU 1410 AND TRACTS A10 THRU H10, A SUBDIVISION OF LAND IN LEE'S SUMMIT, JACKSON COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF

Metes and Bounds Legal Description

Winterset Valley – 10th Plat

All that Part of the Southwest Quarter of Section 3, Township 47, Range 32 in Lee's Summit, Jackson County, Missouri more particularly described as follows:

Commencing at the Southwest Corner of said Southwest Quarter; thence South 87 degrees 11 minutes 30 seconds East along the South Line of said Southwest Quarter a distance of 1597.72 feet; thence North 02 degrees 48 minutes 30 seconds East a distance of 50.00 feet to a Point on the Northerly right of way Line of SW 3rd Street as now established, said Point also being the Point of Beginning, thence North 02 degrees 48 minutes 41 seconds East a distance of 157.34 feet; thence North 17 degrees 17 minutes 45 seconds East a distance of 317.90 feet, thence North 19 degrees 07 minutes 14 seconds East a distance of 163.31 feet; thence North 21 degrees 59 minutes 33 seconds East a distance of 108.23 feet; thence South 63 degrees 23 minutes 12 seconds East a distance of 120.85 feet to a Point of the Westerly Line of WINTERSET VALLEY – 3RD PLAT, a subdivision of record in said City, County and State, said Point also being a point of curve; thence in a southerly direction along said Westerly Plat Line, along the Westerly right of way Line of SW Ansel Adams Drive as now established, and also along the right of way lines of SW Odum Drive, SW Lewis Drive and SW Lindeman Drive all as now established the following twenty one (21) courses along a curve to the right (having an initial tangent bearing of North 80 degrees 29 minutes 22 seconds West and a radius of 25.00 feet an arc distance of 5.69 feet, thence North 67 degrees 27 minutes 18 seconds West a distance of 9.30 feet; thence South 22 degrees 32 minutes 42 seconds West a distance of 50.0 feet; thence South 67 degrees 27 minutes 18 seconds East a distance of 9.20 feet to a point of curve, thence along a curve to the right (having a radius of 25.00 feet) an arc distance of 37.78 feet, thence South 19 degrees 07 minutes 14 seconds West a distance of 95.07 feet; thence South 28 degrees 18 minutes 24 seconds West a distance of 64.72 feet to a point of curve, thence along a curve to the right (having a radius of 25.00 feet) an arc distance of 27.57 feet to a point of reverse curve, thence along a reverse curve to the left (having a radius of 425.00 feet) an arc distance of 7.41 feet; thence along thence North 89 degrees 30 minutes 41 seconds West a distance of 23.14 feet; thence South 00 degrees 29 minutes 19 seconds West a distance of 50.00 feet; thence South 89 degrees 30 minutes 41 seconds East a difference of 4.93 feet to a point of curve; thence along a curve to the right (having a radius of 25.00 feet) an arc distance of 42.59

feet; thence South 08 degrees 05 minutes 20 seconds West a distance of 35.14 feet, thence South 17 degrees 17 minutes 45 seconds West a distance of 128.03 feet to a point of curve, thence along a curve to the left (having a radius of 475.00 feet) an arc distance of 28.48 feet to a point of reverse curve; thence along a reverse curve to the right (having a radius of 25.00 feet) an arc distance of 32.18 feet to a point of reverse curve; thence along a reverse curve to the left (having a radius of 225.00 feet) an arc distance of 27.87 feet; thence South 09 degrees 29 minutes 47 seconds East a distance of 50.00 feet to a point of curve; thence along a curve to the right (having an initial tangent bearing of North 80 degrees 30 minutes 13 seconds East and a radius of 25.00 feet) an arc distance of 44.64 feet; thence South 02 degrees 48 minutes 41 seconds West a distance of 72.59 feet to a Point on said Northerly right of way Line of said SW 3rd Street; thence North 87 degrees 11 minutes 30 seconds West along said Northerly right of way Line a distance of 140.00 feet to the Point of Beginning. Containing 2.13 acres.

EXHIBIT "27"
Legal Description

Winterset Valley – Eleventh Plat
Lots 1392A, 1411 Thru 1434 & Tracts A11

Platted Legal Descriptions

WINTERSSET VALLEY, 11TH PLAT, LOTS 1392A, 1411 THRU 1434 & TRACT A11, A REPLAT OF LOT 1392, WINTERSSET VALLEY, 10TH PLAT AND PART OF THE SW ¼ AMD SE ¼ PF SEC 3-47-32, A SUBDIVISION OF LAND IN LEE'S SUMMIT, JACKSON COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF

Metes and Bounds Legal Description

Winterset Valley – 11th Plat

A tract of land lying in the Southwest One-Quarter and the Southeast One-Quarter of Section 3, Township 47 North, Range 32 West, in the City of Lee's Summit, Jackson County, Missouri and being more particularly described as follows:

Commencing at Southeast corner of the said Southwest One-Quarter; thence North 03 degrees 13 minutes 08 seconds East, along the East line of the said Southwest One-Quarter, a distance of 1,015.52 feet to a point; thence North 86 degrees 46 minutes 52 seconds West a distance of 5.16 feet to a point on the West right-of-line of Peale Boulevard as now established, said point being the Northeast corner of "WINTERSSET VALLEY – 3RD PLAT", said point also be in the Northeast corner of Lot 1182 of said plat, said point also being the Point of Beginning; thence South 68 degrees 18 minutes 07 seconds West, along the North line of said 3RD PLAT for this and the following four (4) courses, a distance of 103.25 feet (103.21 feet Platted) to a point; thence South 78 degrees 22 minutes 43 seconds West a distance of 150.08 feet to a point; thence North 80 degrees 30 minutes 01 seconds West a distance of 191.66 feet to a point; thence North 70 degrees 29 minutes 30 seconds West a distance of 75.84 feet to a point; thence North 38 degrees 42 minutes 32 seconds West a distance of 75.46 feet (North 38 degrees 42 minutes 44 seconds West a distance of 75.45 feet Platted) to a point said point being the Northwest corner of said 3RD plat and the Northeasterly most corner of "WINTERSSET VALLEY 10TH PLAT". Thence North 31 degrees 44 minutes 49 seconds West, along the Northeasterly line of said 10TH PLAT for this and the following two (2) courses, a distance of 223.46 feet (North 31 degrees 46 minutes 00 seconds West a distance of 223.45 feet Platted) to a point; thence North 38 degrees 53 minutes 53 seconds West a distance of 187.30 feet to a point; thence North 51 degrees 06 minutes 07 seconds East a distance of 84.39 feet to a point; thence North 68 degrees 36 minutes 13 seconds East a distance of 219.78 feet to a point; thence South 21 degrees 23 minutes 47 seconds East a distance of 186.76 feet to a point; thence North 68 degrees 36 minutes 13 seconds East a distance of 68.32 feet to a point of curvature; thence along a curve to the left, tangent to the previous course, having a radius of 225.00 feet, a central angle of 04 degrees 02 minutes 18 seconds and an arc length of 15.86 feet to a point; thence South 37 degrees 08 minutes 45 seconds East a distance of 141.32 feet to a point; thence

North 60 degrees 59 minutes 17 seconds East a distance of 127.44 feet to a point; thence North 21 degrees 11 minutes 36 seconds East a distance of 238.58 feet to a point; thence North 14 degrees 06 minutes 01 seconds East a distance of 99.28 feet to a point of curvature; thence along a curve to the left having an initial tangent bearing of South 78 degrees 58 minutes 19 seconds East, a radius of 725.00 feet. A central angle of 05 degrees 41 minutes 50 seconds and an arc length of 72.09 feet to a point; thence South 84 degrees 40 minutes 09 seconds East a distance of 29.20 feet to a point; thence North 82 degrees 38 minutes 08 seconds East a distance of 76.88 feet to a point; thence South 84 degrees 40 minutes 09 seconds East a distance of 128.60 feet to a point on the West line of "WINTERSET VALLEY 7TH PLAT", said pint being the Northwest corner of Lot 1326 of said 7TH PLAT; thence South 05 degrees 19 minutes 51 seconds West, along the West line of said 7TH PLAT for this and the following four (4) courses, a distance of 96.00 feet to a point; thence South 17 degrees 24 minutes 46 seconds West a distance of 90.16 feet to a point; thence South 09 degrees 23 minutes 27 seconds West a distance of 85.44 feet to a point; thence South 11 degrees 51 minutes 21 seconds West a distance of 110.43 feet to a point; thence South 07 degrees 27 minutes 45 seconds East a distance of 108.04 feet (South 07 degrees 22 minutes 43 seconds East a distance of 107.62 feet Platted) to a point on the North line of "WINTERSET VALLEY – 1ST PLAT", said pint being the Northwest corner of Lot 1152 of said 1ST PLAT; thence South 09 degrees 23 minutes 40 seconds East, along the North and East lines of said 1ST PLAT for this and the following two (2) courses, a distance of 44.92 feet to a point; thence South 71 degrees 28 minutes 13 seconds West a distance of 214.71 feet to a point of curvature; thence along a curve to the left having an initial tangent bearing of South 18 degrees 31 minutes 48 seconds East, radius of 635.00 feet, a central angle of 03 degrees 09 minutes 48 seconds and an arc length of 35.06 feet to the Point of Beginning, and containing 9.4717 acres, more or less.

EXHIBIT "28"
Legal Description

Winterset Valley – Twelfth Plat
Lots 1435 Thru 1471 & Tracts A12 Thru D12

Platted Legal Descriptions

WINTERSET VALLEY, 12TH PLAT, LOTS 1435 THRU 1471 & TRACTS A12 THRU D12, A SUBDIVISION OF LAND IN LEE'S SUMMIT, JACKSON COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF

Metes and Bounds Legal Description

Winterset Valley – 12th Plat

Part of the Northeast One-Quarter, Southeast One-Quarter and Southwest One-Quarter of Section 3, Township 47 North, Range 32 West, in the City of Lee's Summit, Jackson County, Missouri and being more particularly described as follows:

Beginning at the Southwest of said Northeast One-Quarter; thence North 03 degrees 31 minutes 11 seconds East, along the West line of the said Northeast One-Quarter a distance of 663.89 feet; thence South 87 degrees 21 minutes 01 seconds East a distance of 420.66 feet to a corner point on West line of Tract D8, "WINTERSET VALLEY 8TH PLAT" thence along the West line of said "8TH PLAT" for the following eight courses, South 38 degrees 26 minutes 42 seconds West a distance of 232.82 feet; thence South 18 degrees 43 minutes 49 seconds West a distance of 100.43 feet; thence South 30 degrees 24 minutes 09 seconds East a distance of 379.99 feet; thence South 11 degrees 37 minutes 02 seconds East a distance of 185.68 feet; thence South 05 degrees 28 minutes 36 seconds East a distance of 91.53 feet; thence South 02 degrees 42 minutes 17 seconds West a distance of 50.00 feet; thence South 87 degrees 17 minutes 43 seconds East a distance of 35.00 feet;

Thence South 02 degrees 42 minutes 17 seconds West a distance of 140.09 feet (Platted 140.00 feet) to the Southwest corner of Lot 1335 of said "8th PLAT" said point being on the North line of Lot 1334 "WINTERSET VALLEY 7TH PLAT"

Thence along the North and West line of said "7TH PLAT" for the following nine courses, North 87 degrees 17 minutes 43 seconds West a distance of 274.56 feet; thence South 83 degrees 47 minutes 53 seconds West a distance of 112.20 feet; thence South 11 degrees 00 minutes 38 seconds East a distance of 127.16 feet; thence South 07 degrees 53 minutes 42 seconds East a distance of 50.00 feet to a point of curvature; thence along a curve to the right having an initial tangent bearing of North 82 degrees 06 minutes 18 seconds East, a radius of 1175.00 feet, a central angle of 00 degrees 32 minutes 15 seconds and an arc length of 11.02 feet; thence South 07 degrees 21 minutes 27 seconds East a distance of 127.79 feet; thence South 79 degrees 31 minutes 00 seconds West a distance of 57.61 feet; thence South 00 degrees 50 minutes 19 seconds West a distance of 83.69 feet; thence South 05 degrees 19 minutes 51 seconds West a distance of 184.70 feet to the Southwest corner of Lot 1327 of said "7TH PLAT", said point also being the Northeast corner of

“WINTERSET VALLEY 11TH PLAT” thence along the North line of said “11TH PLAT” for the following twelve courses, North 84 degrees 40 minutes 09 seconds West a distance of 178.60 feet; thence South 05 degrees 19 minutes 51 seconds West a distance of 27.01 feet to a point of curvature; thence along a curve to the right, tangent to the previous course and having a radius of 275.00 feet, a central angle of 02 degrees 13 minutes 19 seconds and an arc length of 10.66 feet; thence North 82 degrees 26 minutes 50 seconds West a distance of 129.05 feet; thence South 14 degrees 06 minutes 01 seconds West a distance of 79.69 feet; thence South 21 degrees 11 minutes 36 seconds West a distance of 238.58 feet; thence South 60 degrees 59 minutes 17 seconds West a distance of 127.44 feet; thence North 37 degrees 08 minutes 45 seconds West a distance of 140.95 feet; thence North 23 degrees 51 minutes 55 seconds West a distance of 50.00 feet to a point of curvature; thence along a curve to the right having an initial tangent bearing of South 66 degrees 08 minutes 05 seconds West, a radius of 175.00 feet, a central angle of 02 degrees 28 minutes 08 seconds and an arc length of 7.54 feet; thence South 68 degrees 36 minutes 13 seconds West a distance of 74.57 feet; thence North 28 degrees 22 minutes 00 seconds West a distance of 137.78 feet to the North most corner of Lot 1413 of said “11TH PLAT”,
Thence North 58 degrees 17 minutes 09 seconds East a distance of 71.38 feet; thence North 23 degrees 56 minutes 26 seconds East a distance of 141.00 feet; thence North 02 degrees 23 minutes 51 seconds East a distance of 180.18 feet to a point of curvature; thence along a curve to the left having an initial tangent bearing of North 86 degrees 31 minutes 09 seconds East, a radius of 525.00 feet, a central angle of 06 degrees 08 minutes 24 seconds and an arc length of 56.26 feet; thence North 09 degrees 37 minutes 15 seconds West a distance of 50.00 feet to a point of curvature; thence along a curve to the left having an initial tangent bearing of North 80 degrees 22 minutes 54 seconds East, a radius of 475.00 feet, a central angle of 13 degrees 29 minutes 11 seconds and an arc length of 111.81 feet; thence North 66 degrees 53 minutes 34 seconds East a distance of 35.50 feet; thence North 03 degrees 02 minutes 40 seconds West a distance of 101.84 feet; thence North 24 degrees 50 minutes 43 seconds West a distance of 128.29 feet; thence North 61 degrees 22 minutes 13 seconds West a distance of 94.29 feet; thence North 78 degrees 26 minutes 25 seconds West a distance of 88.29 feet; thence North 59 degrees 32 minutes 06 seconds East a distance of 68.68 feet; thence North 43 degrees 32 minutes 14 seconds East a distance of 254.74 feet; thence South 79 degrees 57 minutes 24 seconds East a distance of 106.19 feet to a point of curvature; thence along a curve to the right, tangent to the previous course and having a radius of 175.00 feet, a central angle of 03 degrees 07 minutes 44 seconds and an arc length of 9.56 feet; thence South 76 degrees 49 minutes 41 seconds East a distance of 5.00 feet; thence North 13 degrees 10 minutes 19 seconds East a distance of 50.00 feet; thence South 76 degrees 49 minutes 41 seconds East a distance of 98.12 feet; thence North 14 degrees 29 minutes 17 seconds East a distance of 115.00 feet; thence North 61 degrees 04 minutes 56 seconds East a distance of 37.34 feet; thence South 76 degrees 49 minutes 41 seconds East a distance of 20.10 feet to a point on the West line of the said Southeast one-Quarter; thence North 03 degrees 13 minutes 08 seconds East, along eh West line of the said Southeast One-Quarter a distance of 42.00 feet to the Point of Beginning, and containing 23.4885 acres, more or less.

EXHIBIT "29"
Legal Description

Winterset Valley – Thirteenth Plat
Lots 1472 Thru 1487

Platted Legal Descriptions

WINTERSET VALLEY, 13TH PLAT, LOTS 1472 THRU 1487, A SUBDIVISION OF LAND IN LEE'S SUMMIT, JACKSON COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF

Metes and Bounds Legal Description

Winterset Valley – 13th Plat

Part of the Southwest One-Quarter of Section 3, Township 47 North, Range 32 West, in the City of Lee's Summit, Jackson County, Missouri and being more particularly described as follows:

Commencing at the Northeast corner of the said Southwest One-Quarter; thence North 87 degrees 05 minutes 53 seconds West, along the North line of the said Southwest One-Quarter a distance of 523.28 feet; thence South 02 degrees 54 minutes 07 seconds West a distance of 418.02 feet to a corner point on West line of Tract D12, "WINTERSET VALLEY 12TH PLAT" said point being THE POINT OF BEGINNING; thence along the West line of said "WINTERSET VALLEY 12TH PLAT" for the following eleven courses. South 78 degrees 26 minutes 25 seconds East a distance of 88.29 feet; thence South 61 degrees 22 minutes 13 seconds East a distance of 94.29 feet; thence South 24 degrees 50 minutes 43 seconds East a distance of 128.29 feet; thence South 03 degrees 02 minutes 40 seconds East a distance of 101.84 feet; thence South 66 degrees 53 minutes 34 seconds West a distance of 35.50 feet to a point of curvature; thence along a curve to the right, tangent to the previous course and having a radius of 475.00 feet, a central angle of 13 degrees 29 minutes 11 seconds and an arc length of 111.81 feet; thence South 09 degrees 37 minutes 15 seconds East a distance of 50.00 feet to a point of curvature; thence along a curve to the right, having an initial tangent bearing of South 80 degrees 22 minutes 45 seconds West, a radius of 525.00 feet, a central angle of 06 degrees 08 minutes 24 seconds an arc length of 56.26 feet; thence South 02 degrees 23 minutes 51 seconds West a distance of 180.18 feet; thence South 23 degrees 56 minutes 26 seconds West a distance of 141.00 feet; thence South 58 degrees 17 minutes 09 seconds West a distance of 71.38 feet to the Northeast corner of Lot 1413, "WINTERSET VALLEY 11TH PLAT"; thence South 68 degrees 36 minutes 13 seconds West, along the North line of Lots 1413, 1412, and 1411 of said "WINTERSET VALLEY 11TH PLAT" a distance of 203.06 feet to the Northeast corner of Lot 1391, "WINTERSET VALLEY 10TH PLAT" thence along the North line of said "WINTERSET VALLEY 10TH PLAT" for the following two courses, North 38 degrees 53 minutes 53 seconds West a distance of 174.75 feet; thence North 67 degrees 37 minutes 50 seconds West a distance of 154.24 feet; thence North 51 degrees 06 minutes 07 seconds East a distance of 183.27 feet; thence North 40 degrees 29 minutes 14 seconds East a distance of 82.49 feet; thence North 09 degrees 15 minutes 46 seconds East a distance of 52.83

feet; thence North 51 degrees 04 minutes 50 seconds East a distance of 46.68 feet; thence South 82 degrees 25 minutes 41 seconds East a distance of 86.81 feet; thence North 07 degrees 34 minutes 19 seconds East a distance of 50.00 feet; thence South 82 degrees 25 minutes 41 seconds East a distance of 43.22 feet; thence North 00 degrees 15 minutes 48 seconds West a distance of 134.79 feet; thence North 08 degrees 03 minutes 22 seconds East a distance of 83.25 feet; thence North 48 degrees 56 minutes 01 seconds East a distance of 83.15 feet; thence North 59 degrees 32 minutes 06 seconds East a distance of 87.34 feet to the Point of Beginning, and containing 6.2997 acres, more or less.

EXHIBIT "30"
Legal Description

Winterset Valley – Seventh Plat
Lots 1313 Thru 1334

Platted Legal Descriptions

LOTS 1313 THRU 1334, WINTERSET VALLEY 7TH PLAT, A SUBDIVISION OF LAND IN LEE'S SUMMIT, JACKSON COUNTY, MISSOURI ACCORDING TO THE RECORDED PLAT THEREOF

Metes and Bounds Legal Description

Tract 1.

All that part of the West Half of the Southeast Quarter and that part of the West Half of the Northeast Quarter of Section 3, Township 47 North, Range 32 West, Lee's Summit, Jackson County, Missouri, more particularly described as follows:

Commencing at the northeast corner of the Southeast Quarter of said Section 3; thence N87°17'43"W, along the north line of said Southeast Quarter, 1319.01 feet to the northeast corner of the West Half of the Southeast Quarter of said Section 3 and the Point of Beginning; thence continue N87°17'43"W, along the north line of the Southeast Quarter, 125.14 feet; thence S10°47'21"W, 516.37 feet to a point on the north line of Winterset Valley-6th Plat; thence along said north line, N60°33'51"W, 247.29 feet; thence N87°17'43"W, 322.34 feet to a point on the west line of said Winterset Valley-6th Plat; thence along said west line, S02°42'17"W, 123.26 feet; thence westerly, along a curve to the left, having an initial tangent bearing of N82°43'19"W, a radius of 1025.00 feet, an arc distance of 23.19 feet; thence S05°58'54"W, 50.00 feet; thence S02°42'17"W, 94.03 feet; thence S13°59'41"W, 174.56 feet; thence S06°56'33"W, 96.01 feet; thence S00°07'15"E, 173.90 feet; thence S07°22'17"W, 87.77 feet; thence S13°44'00"W, 175.56 feet; thence S71°24'11"W, 225.47 feet; thence S59°25'31"W, 167.60 feet; thence N22°35'22"E, 355.86 feet; thence N67°10'10"E, 217.58 feet; thence N00°57'11"E, 1037.56 feet; thence N18°42'49"E, 494.32 feet; thence N38°26'43"E, 232.82 feet; thence S87°20'06"E, 898.23 feet to the east line of the Southwest Quarter of the Northeast Quarter of said Section 3; thence S03°31'46"W, along said east line, 664.82 feet to the Point of Beginning.

Tract 2.

All that part of the West Half of the Southeast Quarter of Section 3, Township 47 North, Range 32 West, Lee's Summit, Jackson County, Missouri more particularly described as follows:

Commencing at the northeast corner of the Southeast Quarter of said Section 3; thence N87°17'43"W, along the north line of said Southeast Quarter, 1319.01 feet to the northeast corner of the West Half of the Southeast Quarter of said Section 3; thence continue N87°17'43"W, along the north line of the Southeast Quarter, 125.14 feet; thence S10°47'21"W, 14.96 feet to the Point of Beginning; thence continue S10°47'21"W, 501.41 feet to a point on the north line of Winterset Valley-6th Plat; thence along said north line, S60°33'51"E, 83.21 feet; thence N16°01'50"E, 277.40 feet; thence N06°56'25"W, 199.97 feet; thence N24°26'29"W, 75.04 feet to the Point of Beginning.

Tract 3.

All that part of the Northwest Quarter of the Southeast Quarter of Section 3, Township 47 North, Range 32 West, Lee's Summit, Jackson County, Missouri, more particularly described as follows:

Commencing at the northeast corner of the Southeast Quarter of said Section 3; thence North 87 degrees 17 minutes 43 seconds West, along the north line of said Southeast Quarter, 1319.01 feet to the northeast corner of the Northwest

Quarter of the Southeast Quarter of said Section 3; thence South 02 degrees 59 minutes 41 seconds West, along the east line of said West Half of the Southeast Quarter, 702.49 feet to a point on the north right of way line of NW Thoreau Drive; thence along said right of way line, westerly, on a curve to the right, having an initial tangent bearing of South 63 degrees 40 minutes 22 seconds West, a radius of 175.00 feet, an arc distance of 170.32 feet; thence North 60 degrees 33 minutes 51 seconds West, 108.23 feet to a point on the north line of a tract of land described in Document Number 2004I0015379; thence continue North 60 degrees 33 minutes 51 seconds West, 147.66 feet; thence South 30 degrees 32 minutes 16 seconds West, 50.00 feet to a point on the west line of said tract; thence South 17 degrees 09 minutes 42 seconds West, along said west line, 376.64 feet; thence South 04 degrees 15 minutes 17 seconds West, along said west line, 294.59 feet to a point on the south line of a tract of land described in Document Number 2006E0003721; thence North 74 degrees 47 minutes 24 seconds West, along said south line, 223.03 feet; thence South 71 degrees 24 minutes 11 seconds West, 90.77 feet to a point on the west line of Lot 1312, Winterset Valley-6th Plat and the Point of Beginning; thence continue South 71 degrees 24 minutes 11 seconds West, 225.47 feet; thence South 59 degrees 25 minutes 31 seconds West 159.76 feet; thence departing said north line, South 07 degrees 22 minutes 47 seconds East, 30.41 feet to the northwest corner of Lot 1152, Winterset Valley 1st Plat; thence North 78 degrees 38 minutes 16 seconds East, along the north line of said Winterset Valley 1st Plat, 143.33 feet to the west right of way of SW Whitman Drive; thence northerly, along said right of way line, on a curve to the right, said curve having an initial tangent bearing of North 11 degrees 21 minutes 50 seconds West, a radius of 325.00 feet, an arc distance of 57.94 feet; thence North 88 degrees 51 minutes 09 seconds East, 192.40 feet; thence North 02 degrees 49 minutes 40 seconds West, 7.30 feet to the southwest corner of Lot 1312 of said Winterset Valley 6th Plat; thence North 13 degrees 44 minutes 00 seconds East, along the west line of said Lot 1312, 88.96 feet to the Point of Beginning.

Tract 4.

All that part of the West Half of the Southeast Quarter of Section 3, Township 47 North, Range 32 West, Lee's Summit, Jackson County, Missouri, more particularly described as follows:

Commencing at the northeast corner of the Southeast Quarter of said Section 3; thence North 87 degrees 17 minutes 43 seconds West, along the north line of said Southeast Quarter, 1319.01 feet to the northeast corner of the West Half of the Southeast Quarter of said Section 3 and the Point of Beginning; thence South 02 degrees 59 minutes 41 seconds West, along the east line of said West Half of the Southeast Quarter, 401.92 feet to a point on the west line of Winterset Valley-4th Plat; thence along said west line, South 33 degrees 52 minutes 13 seconds West, 177.82 feet; thence South 21 degrees 49 minutes 33 seconds East, 116.85 feet; thence South 04 degrees 32 minutes 27 seconds West, 59.25 feet to a point on the north right of way line of NW Thoreau Drive; thence along said right of way line, westerly, on a curve to the right, having an initial tangent bearing of South 79 degrees 08 minutes 29 seconds West, a radius of 175.00 feet, an arc distance of 123.07 feet; thence North 60 degrees 33 minutes 51 seconds West, 21.58 feet to a point on the east line of Winterset Valley-6th Plat; thence along said east line, North 25 degrees 51 minutes 35 seconds East, 160.31 feet, thence North 16 degrees 01 minutes 50 seconds East, 277.40 feet; thence North 06 degrees 56 minutes 25 seconds West, 199.97 feet; thence North 24 degrees 26 minutes 29 seconds West, 75.04 feet; thence North 10 degrees 47 minutes 21 seconds East, 14.96 feet to the north line of the Southeast Quarter of said Section 3; thence South 87 degrees 17 minutes 43 seconds East, along said north line 125.14 feet to the Point of Beginning.

Tract 5:

All that part of the Southwest Quarter of the Northeast Quarter of Section 3, Township 47 North, Range 32 West, Lee's Summit, Jackson County, Missouri, more particularly described as follows:

Commencing at the northeast corner of the Southeast Quarter of said Section 3; thence North 87 degrees 17 minutes 43 seconds West, along the north line of said Southeast Quarter, 1319.01 feet to the southeast corner of the Southwest Quarter of the Northeast Quarter of said Section 3; thence North 03 degrees 31 minutes 46 seconds East, along the east line of the Southwest Quarter of the Northeast Quarter of said Section 3, 664.82 feet to the Point of Beginning; thence North 87 degrees 20 minutes 06 seconds West, 898.23 feet to the west line of a tract of land as described in Document 2005I0019502 thence North 32 degrees 05 minutes 15 seconds East, along said west line, 1040.32 feet to the southerly right of way line of the Chicago, Rock Island and Pacific Railway; thence southeasterly, along said right of way line, on a curve to the left, said curve having an initial tangent bearing of South 27 degrees 12 minutes 30

seconds East, and a radius of 1960.08 feet, an arc distance of 385.17 feet to the east line of the Southwest Quarter of the Northeast Quarter of said Section 3; thence South 03 degrees 31 minutes 46 seconds West, along said east line, 1257.97 feet to the Point of Beginning.

Original Recorded Plat Metes and Bounds Description:

All that part of the West Half of the Southeast Quarter of Section 3, Township 47 North, Range 32 West, Lee's Summit, Jackson County, Missouri, more particularly described as follows:

Commencing at the northeast corner of the Southeast Quarter of said Section 3; thence N87°17'43"W, along the north line of said Southeast Quarter, 1319.01 feet to the northeast corner of the West Half of the Southeast Quarter of said Section 3; thence S02°59'41"W, along the east line of said West Half of the Southeast Quarter 401.92 feet to a point on the west line of Winterset Valley 4th Plat; thence along said west line, S33°52'13"W, 177.82 feet; thence S21°49'33"E, 116.85 feet; thence S04°32'27"W, 59.25 feet to a point on the north right of way line of NW Thoreau Drive; thence along said right of way line, westerly, on a curve to the right, having an initial tangent bearing of S79°08'29"W, a radius of 175.00 feet, and arc distance of 123.07 feet; thence N60°33'51"W, 21.58 feet to a point on the east line of Winterset Valley-6th Plat; thence along said east line N25°51'35"E, 160.31 feet to a point on the north line of said Winterset Valley-6th Plat; thence along said north line, N60°33'51"W, 330.50 feet; thence N87°17'43"W, 322.34 feet to a point on the west line of said Winterset Valley-6th Plat and the Point of Beginning of the tract of land herein and hereby described; thence along said west line, S02°42'17"W, 123.26 feet; thence westerly, along a curve to the left, having an initial tangent bearing of N82°43'19"W, a radius of 1025.00 feet, an arc distance of 23.19 feet; thence S05°58'54"W, 50.00 feet; thence S02°42'17"W, 94.03 feet; thence S13°59'41"W, 174.56 feet; thence S06°56'33"W, 96.01 feet; thence S00°07'15"E, 173.90 feet; thence S07°22'17"W, 87.77 feet; thence S13°44'00"W, 175.56 feet to the northwest corner of Lot 1150, Winterset Valley-1st Plat; thence along the north line of said Winterset Valley-1st Plat, S02°45'42"E, 7.24 feet (S02°49'25"E, 7.30 feet platted); thence S88°51'24"W, 192.40 feet; thence southerly on a curve to the left, having an initial tangent bearing of S01°08'36"E, a radius of 325.00 feet, an arc distance of 57.94 feet; thence S78°38'32"W, 143.33 feet; thence departing said north line, N07°22'43"W, 107.62 feet; thence N11°51'21"E, 110.43 feet; thence N00°50'19"E, 83.69 feet; thence N79°31'00"E, 57.61 feet; thence N07°21'27"W, 127.79 feet; thence westerly, along a curve to the left, having an initial tangent bearing of S82°38'33"W, a radius of 1175.00 feet, an arc distance of 11.02 feet; thence N07°53'42"W, 50.00 feet; thence N11°00'38"W, 127.16 feet; thence N83°47'52"E, 112.20 feet to a point on the south line of the north 400 feet of the West Half of the Southeast Quarter of said Section 3; thence along said south line, S87°17'43"E, 284.59 feet to the Point of Beginning.

Exhibit "31"
Legal Description

Winterset Valley – Eighth Plat
Lots 1335 thru 1357 & Tracts A8 thru D8

Platted Legal Descriptions

8th Plat:

WINTERSSET VALLEY, 8TH PLAT, LOTS 1335 THRU 1357 AND TRACTS A8 THROUGH D8, A SUBDIVISION OF LAND IN LEE'S SUMMIT, JACKSON COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF

9th Plat:

TRACT A-9 WINTERSSET VALLEY 9TH PLAT, A SUBDIVISION OF LAND IN LEES'S SUMMIT, JACKSON COUNTY, MISSOURI ACCORDING TO THE RECORDED PLAT THEREOF

Metes and Bounds Legal Description

8th Plat

ALL THAT PART OF THE WEST HALF OF THE SOUTHEAST QUARTER AND THAT PART OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 47 NORTH, RANGE 32 WEST, LEE'S SUMMIT, JACKSON COUNTY, MISSOURI, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 3, THENCE N87°17'43"W, ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER 1319.01 FEET TO THE NORTHEAST CORNER OF THE WEST HALF OF SOUTHEAST QUARTER OF SAID SECTION 3 AND THE POINT OF BEGINNING OF THE TRACT OF LAND HEREIN AND HEREBY DESCRIBED, SAID POINT BEING ON THE WEST LINE OF WINTERSSET VALLEY LOTS 1245A THRU 1248A, 1250A THRU 1253A, AND TRACT H4A; THENCE S02°59'41"W, ALONG THE EAST LINE OF SAID WEST HALF OF THE SOUTHEAST QUARTER AND SAID WEST LINE OF WINTERSSET VALLEY LOTS 1245A THRU 1248A, 1250A THRU 1253A, AND TRACT H4A, 401.92 FEET; THENCE S33°52'13"W 177.82 FEET, THENCE S21°49'33"E, 116.85 FEET; THENCE S04°32'27"W, 59.25 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF NW THOREAU DRIVE; THENCE ALONG SAID RIGHT OF WAY LINE, WESTERLY, ON A CURVE TO THE RIGHT, HAVING AN INITIAL TANGENT BEARING OF S79°08'29"W, A RADIUS OF 175.00 FEET, AN ARC DISTANCE OF 123.07 FEET, THENCE N60°33'51"W, 21.58 FEET TO A POINT ON THE EAST LINE OF WINTERSSET VALLEY-6TH PLAT; THENCE ALONG SAID EAST LINE, N25°51'35"E, 160.31 FEET TO A POINT ON THE NORTH LINE OF SAID WINTERSSET VALLEY-6TH PLAT; THENCE ALONG SAID NORTH LINE, N60°33'51"W, 330.50 FEET; THENCE N87°17'43"W, 332.34 FEET; THENCE N02°42'17"E, 140.00 FEET; THENCE N87°17'43"W, 35.00 FEET, THENCE N02°42'17"E, 50.00 FEET; THENCE N05°28'36"W, 91.53 FEET; THENCE N11°37'02"W, 185.68 FEET; THENCE N30°24'09"W 379.77 FEET; N18°42'49"E, 110.43 FEET, THENCE N38°26'43"E, 232.82 FEET, THENCE S87°20'06"E, 172.81 FEET TO THE WEST LINE OF A TRACT OF LAND AS DESCRIBED IN DOCUMENT 2006E0003721; THENCE N32°05'15"E, ALONG SAID WEST LINE, 1040.32 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF THE CHICAGO, ROCK ISLAND AND PACIFIC RAILWAY; THENCE SOUTHEASTERLY, ALONG SAID RIGHT OF WAY LINE, ON A CURVE TO THE LEFT, SAID CURVE HAVING AN INITIAL TANGENT BEARING OF S27°12'30"E, AND A RADIUS OF 1960.08 FEET, AN ARC DISTANCE OF 385.17 FEET TO THE EAST LINE OF THE SOUTHWEST QUARTER

OF THE NORTHEAST QUARTER OF SAID SECTION 3 AND THE WEST LINE OF WINTerset VALLEY LOTS 1245A THRU 1248A, 1250A THRU 1253A, AND TRACT H4A; THENCE S03°31'46"W, ALONG SAID WEST LINE OF WINTerset VALLEY LOTS 1245A THRU 1248A, 1250A THRU 1253A, AND TRACT H4A, 593.15 FEET; THENCE DEPARTING SAID WEST LINE, N87°20'08"W, 165.00 FEET; THENCE S02°22'11"E, 437.65 FEET, THENCE S86°28'14"E, 120.00 FEET TO THE AFOREMENTIONED EAST LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER AND THE WEST LINE OF WINTerset VALLEY LOTS 1245A THRU 1248A, 1250A THRU 1253A, AND TRACT H4A; THENCE S03°31'46"W, ALONG SAID WEST LINE, 227.00 FEET TO THE POINT OF BEGINNING, CONTAINING 30.56 ACRES.

9th Plat

ALL THAT PART OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 47 NORTH, RANGE 32 WEST, LEE'S SUMMIT, JACKSON COUNTY, MISSOURI, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 3; THENCE N87°17'43"W, ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER, 1319.01 FEET TO THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 3; THENCE N03°31'46"E, ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER, 227.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N03°31'46"E, ALONG SAID EAST LINE, 437.82 FEET; THENCE DEPARTING SAID EAST LINE, N87°20'08"W, 165.00 FEET; THENCE S02°22'11"E, 437.65 FEET; THENCE S86°28'14"E, 120.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.43 ACRES OR 62,236 SQUARE FEET, MORE OR LESS.

Exhibit "32"
Legal Description

Ridge at Winterset Summit

Platted Legal Description

Lots 1601 – 1605 and Tract A, The Ridge at Winterset Summit, a Replat of Tract B2, Winterset Valley – 2nd Plat and Cedar Creek Elementary School Lots 1B & 1C, Sections 2 & 3, Township 47, Range 32, a subdivision of land located in Lee's Summit, Jackson County, Missouri, according to the recorded plat thereof.

Metes and Bounds Legal Description

TRACT B2, WINTERSET VALLEY 2ND PLAT, A SUBDIVISION AS RECORDED IN THE OFFICE OF THE RECORDER, JACKSON COUNTY, MISSOURI, EXCEPT

A TRACT OF LAND BEING PART OF TRACT B2, WINTERSET VALLY-2NDPLAT, A SUBDIVISION IN LEE'S SUMMIT, JACKSON COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID TRACT B2, SAID CORNER ALSO BEING THE NORTHWEST CORNER OF WINTERSET PARK, A SUBDIVISION IN LEE'S SUMMIT, JACKSON OCUNTY, MISSOURI; THENCE SOUTH 02 DEGREES 51 MINUTES 13 SECONDS WEST ALONG THE WEST LINE OF SAID SUBDIVISION 89.23 FEET TO THE NORTHWEST CORNER OF LOT 16 OF SAID WINTERSET PARK; THENCE NORTH 64 DEGREES 29 MINUTES 06 SEFCONDS WEST 108.37 FEET; THENCE NORTH 02 DEGREES 51 MINUTES 13 SECONDS EAST 46.37 TO A POINT ON THE NORTH LINE OF SAID TRACT B2; THENCE SOUTH 87 DEGREES 46 MINUTES 53 SECONDS EAST ALONG SAID NORTH LINE 100.01 FEET TO THE POINT OF BEGINNING.

AND

LOT 1C OF CCEDAR CREEK ELEMENTARY SCHOOL LOTS 1B & 1C, A SUBDIVISION AS RECORDED IN THE OFFICE OF THE RECORDER, JACKSON COUNTY, MISSOURI

Exhibit "33"
Legal Description

Conservatory of Winterset Tract I and Tract II

TRACT I:

A tract of land situated in the West Half of the West Half of the Southwest Quarter of Section 2, Township 47 North, Range 32 West, in Lee's Summit, Jackson County, Missouri, described as follows: Beginning at the Northwest corner of the Southwest Quarter of said Section 2; thence South 87degrees 46 minutes 14 seconds East along the North line of said West Quarter, 95.33 feet to the Southwesterly right-of-way line of the Chicago Rock Island and Pacific Railroad; thence South 47 degrees 34 minutes 40 seconds East along said right-of-way line and 100.00 feet from the centerline thereof, 592.71 feet; thence Southeasterly continuing along said right-of-way on a curve to the left having a radius of 5829.65 and tangent to the last described course, an arc distance of 142.93 feet to the East line of the West Half of the West Half of said Southwest Quarter; thence South 02 degrees 51 minutes 13 seconds West along said East line, 852.85 feet to the Southeast corner of the North Half of said West Half, said corner being the Northwest corner of WINTERSET PARK, and the Northeast corner of Tract B2, WINTERSET VALLEY – 2ND PLAT, both being subdivisions in said Lee's Summit; thence North 97 degrees 46 minutes 53 seconds West along the South line of the North Half of said West Half, 100.01 feet; thence North 02 degrees 51 minutes 13 seconds East parallel with the East line of said West Half of said West Half 438.19 feet; thence North 50 degrees 48 minutes 21 seconds West 698.75 feet to the West line of said Section; thence North 02 degrees 46 minutes 19 seconds East along said West line, 467.91 feet to the point of beginning.

TRACT II:

ALL THAT PART OF SECTION 2 TOWNSHIP 47 NORTH RANGE 32 WEST IN LEE'S SUMMIT, JACKSON COUNTY, MISSOURI, DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 2; THENCE N 2°46'24" E ALONG THE WEST LINE OF SAID SECTION 2, A DISTANCE OF 1326.53 FEET; THENCE S 87°45'40" E, A DISTANCE OF 661.37 FEET TO THE POINT OF BEGINNING; THENCE N 2°57'53" E, A DISTANCE OF 914.31 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 5779.65 FEET, AN ARC DISTANCE OF 188.08 FEET, (CHORD OF S 49°39'28" E. 188.07 FEET); THENCE S 39°24'36" W, A DISTANCE OF 25.00 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 5804.65 FEET, AN ARC DISTANCE OF 245.99 FEET (CHORD OF S 51°48'14" E, 245.97 FEET); THENCE S 53°01'05" E, A DISTANCE OF 1111.54 FEET; THENCE N87°46'40 W, A DISTANCE OF 1256.94 FEET TO THE POINT OF BEGINNING. AS SHOWN ON THE CERTIFICATE OF SURVEY FILED 11/23/2021 IN BOOK 52 AT PAGE 87 AS DOCUMENT NO 2021E0128535. DESCRIPTION PREPARED BY MATTHEW J. SCHLICHT, MO PLS. 2012000102.

Exhibit "34"
Parcel Variations for Use Restrictions
Winterset Garden 1st Plat and Winterset Garden 2nd Plat

The following Sections provide a reference to development standards and/or use restrictions within the Declaration which differ for the Winterset Garden 1st Plat and the Winterset Garden 2nd Plat.

1. Pursuant to Section 3.10 of this Declaration, the Association may encroach on private property within the Winterset Garden 1st Plat and the Winterset Garden 2nd Plat for non-invasive common area purposes limited to planted green space and retaining walls. Such encroachment shall be constructed or installed prior to the original homeowner taking up occupancy. Maintenance of the non-invasive encroachment area shall be the responsibility of the Association or Area Association.

2. Pursuant to Section 8.07 of this Declaration, as to the property located within the Winterset Garden 1st Plat and the Winterset Garden 2nd Plat, no fences or walls shall be placed on any Lot without permission of the ARC. However, there shall be no fences permitted to enclose any area of any Lot or to separate any area of any Lot(s) from any other Lot(s). The ARC may permit short lengths of fencing or walls as landscape features only. No chain link fence shall be erected on any Lot. Notwithstanding the foregoing, a privacy fence to enclose a hot tub, spa or private area will be permitted as required by municipal code. The privacy fence shall not exceed 4' in height and shall be built in a pleasing architectural vernacular in relation to the walls or area to which it attaches. An element of landscape screening on the "outside" of the fence shall be required. The maximum distance from the building to the fence shall be limited to 14' dependent on the depth and topography of the Lot. Some Lots may require a lesser depth. The maximum fence width shall be 18' dependent on the depth and topography of the Lot. Some Lots may require a lesser width. All care and maintenance of landscape or sod within the private fence area shall be the responsibility of the homeowner.

3. Pursuant to Section 8.09 of this Declaration, as to the property located within the Winterset Garden 1st Plat and the Winterset Garden 2nd Plat, no outside animal shelters of any type whatsoever shall be located within the yard of any Lot.

4. Pursuant to Section 8.13 of this Declaration, as to the property located within the Winterset Garden 1st Plat and the Winterset Garden 2nd Plat, no basketball goals, including temporary or permanent, shall be permitted.

5. Pursuant to Section 8.15 of this Declaration, as to the Lots and Living Units located within the Winterset Garden 1st Plat and the Winterset Garden 2nd Plat, use of the common areas and common area amenities is restricted to property owners in good standing, and may not be transferred to any other, including lessees.