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**AMENDED AND RESTATED DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF BROOKWOOD CONDO VILLAGE**

THIS DECLARATION, made on the date of last execution hereof, by BROOKWOOD CONDO VILLAGE HOMEOWNERS ASSOCIATION, INC. (hereinafter "the Association").

WHEREAS, the Association is currently operating under the following sets of Declarations of Covenants, Conditions, and Restrictions of Brookwood Condo Village, as follows:

1. A certain Declaration of Covenants, Conditions and Restrictions of Brookwood Condo Village dated September 21, 1988, and recorded in Book I-1874 at Page 1898 as Document No. I-888393 with the Department of Records for Jackson County, Missouri, at Independence, which Declaration relates to certain property legally described as follows:

Brookwood Condo Village, PUD-replat of Brookwood Village, 2nd Plat, Units 1 through 32, a subdivision in Blue Springs, Jackson County, Missouri.

2. A certain Declaration of Covenants, Conditions and Restrictions of Brookwood Condo Village dated October 16, 1990, and recorded in Book I-2068 at Page 1375 as Document No. I-1006327 with the Department of Records for Jackson County, Missouri, at Independence, which Declaration relates to certain property legally described as follows:

Brookwood Condo Village, 2nd Plat, PUD, units 33 through 76, a replat of Brookwood Condo Village II, PUD and Brookwood Village 3rd Plat, PUD, Blue Springs, Jackson County, Missouri.

3. A certain Declaration of Covenants, Conditions and Restrictions of Brookwood Condo Village dated November 9, 1991, and recorded in Book I-2187, Page 1911,

as Document I-1076658 with the Department of Records for Jackson County, Missouri, at Independence, which Declaration relates to certain property legally described as follows:

Brookwood Condo Village 3rd Plat, PUD, a replat of Brookwood Village 4th Plat, Lots 30 through 44, PUD, and a replat of Lot 62 of Brookwood Village, 7th Plat, PUD, Blue Springs, Jackson County, Missouri.

4. An amendment to the Declaration of Covenants, Conditions, and Restrictions of Brookwood Condo Village referred to in paragraph number 1 above, which amendment is recorded in Book I-2763 at Page 2194 as Document No. I-1382272 with the Department of Records for Jackson County, Missouri, at Independence, which amendment removed from the Association and coverage under the subject Declaration Units 1 through 4, Units 25 through 28, and Units 29 through 32 of the affected property.

NOW THEREFORE, in consideration of the terms and conditions of the above-described circumstances and the Association's desire to adopt the following Amended and Restated Declaration of Covenants, Conditions and Restrictions of Brookwood Condo Village so as to be comprehensive with respect to and binding upon all of the property and units referred to and identified in paragraph numbers 1, 2, and 3, above, less and excluding those units and that property removed from the Association by the amendment referred to in paragraph No. 4 above, said affected real estate to be subject to the following easements, restrictions, covenants, and conditions, which are adopted for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having any rights, title or interest in the affected properties, or any part thereof, their heirs, successors, and assigns, which shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to BROOKWOOD CONDO VILLAGE HOMEOWNERS ASSOCIATION, INC., its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Living Unit which is part of those Properties identified in paragraphs 1, 2 and 3, above, less those properties removed as identified in paragraph 4, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property identified in paragraphs 1, 2 and 3, above, less those properties removed as identified in paragraph 4, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners. The Common Area owned by the Association and has been by the Declarations being amended hereby described as follows:

All of the area of the Properties, except the deeded lots, including but not limited to landscaped decorative entryways, islands, statuary and aesthetically-oriented or identity amenities which are located within the subdivision.

Section 5. "Living Unit" shall mean a single-family dwelling combined within a building and the platted unit on which such dwelling is situated.

Section 6. "Building" shall mean a residential structure containing two or more living units.

Section 7. "Vote of the Association" shall mean a vote of the members of the Association as provided in Article III.

ARTICLE II

PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title of every Living Unit, subject to the following provisions:

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an Owner for any period during which any assessment against his Living Unit remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purpose and subject to such conditions as may be agreed to by the members.

No such dedication or transfer shall be effective unless an instrument agreeing to such dedication to transfer signed by Owners of two-thirds (2/3) of the Lots (excluding the developer) in the subdivision.

Section 2. Delegation of Use. Any Owner of a Living Unit may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

Section 3. Title to the Common Properties. The Association, as owner of fee simple title to all common properties contained in Brookwood Village as legally described above, shall maintain all common areas contained in said subdivision.

Section 4. Owners' Easement. In the event the common area, or any part thereof, is conveyed or encumbered, such conveyance or encumbrance shall be subject to the easement for ingress or egress of each respective owner to their Living Unit.

Section 5. Enforcement of Covenants. Each Owner of a Living Unit shall have the power to enforce all covenants, conditions and restrictions contained herein and all amendments thereto.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Living Unit which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Living Unit which is subject to assessment.

Section 2. Each member of the Association shall be entitled to one vote for each Living Unit owned. When more than one person holds an interest in any Living Unit, all such persons shall be members. The vote for such Living Unit may be exercised by any person holding an interest in same, but in no event shall more than one vote be cast with respect to any Living Unit.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. As provided in the prior Declarations being amended and restated hereby, as to each Living Unit and for each Owner for any Living Unit, whether or not it shall be so expressed in their deed, is deemed to

covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents of the Properties and for the improvement and maintenance of the Common Area.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Living Unit to an Owner, the maximum annual assessment shall be THREE HUNDRED SIXTY AND NO/100 DOLLARS (\$360.00) per Living Unit.

(a) The maximum annual assessment may be increased each year not more than five (5%) percent above the maximum assessment for the previous year without a vote of the membership.

(b) The maximum annual assessment may be increased above five (5%) percent by a two-thirds (2/3) vote of the Association.

(c) The Association, by majority vote of the Board of Directors of the Association, may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any calendar year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall be approved by a majority vote of those members of the Association, present in person or by proxy, who may attend special meeting for that purpose as provided in Section 5.

Section 5. Notice and Quorum for Any Action Authorized Under Section 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members of less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty (60%) percent of all the votes shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Living Units and may be collected on a monthly basis.

Section 7. Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall commence as to all Living Units on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Association, by majority

vote of the Association shall fix the amount of the annual assessment against each Living Unit at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by majority vote of the Association. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Living Unit have been paid. A properly executed certificate of the Association as to the status of assessments on a Living Unit is binding upon the Association as of the date of its issuance.

Section 8. Effect of Non-Payment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at a rate of ten (10%) percent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waiver or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Living Unit.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Living Unit shall not affect the assessment lien. However, the sale or transfer of any Living Unit pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Living Unit from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS **ARCHITECTURAL CONTROL**

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, material and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the members of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the members. In the event said members, or their designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. If, in the judgment of the architectural committee, a privately owned property in the district has fallen into such disrepair as to constitute an unsightly and improper condition detrimental to the economic and aesthetic values of the district, the Association may cause said property to be repaired and refurbished. The cost thereof shall be assessed against such property and said assessment shall constitute a first lien on the property.

ARTICLE VI

PARTY WALLS

Section 1. Application. This Article shall pertain to and affect only the walls which separate two Living Units and shall not pertain to or affect the two exterior walls of the buildings.

Section 2. Damage or Destruction. Should the party wall at any time while in use by the adjoining owners as aforesaid be damaged or destroyed by any cause other than the act or omission of an owner, the wall shall be repaired or rebuilt at their joint expense, provided that any sum received from insurance against such damage or destruction shall be first applied to such repair or

restoration. Should the party wall be damaged or destroyed by act or omission of an owner, the wall shall be repaired or rebuilt at that party's expense.

The owner or owners causing the repairs to be made shall have the right to enter on the property of the other owner to the extent reasonably necessary in the performance of the work, provided that said owner shall take due precaution not to damage the property of the other owner.

The wall as repaired or reconstructed under the terms of this agreement shall be and remain a party wall.

Section 3. Additions or Extensions. Any addition or extension to the party wall shall be built in a substantial or workmanlike manner of like durability, strength, and fire-resisting qualities as the existing wall, and shall conform in all respect to the laws and ordinances regulating the construction of buildings in force at the time.

The owner making any addition to or extension of the wall under this agreement shall have the right to enter on the premises of the other insofar as it may be reasonably necessary in connection with the work, provided that he shall take due care not to damage such premises.

The cost and expense of any addition to or extension of the wall under this agreement shall be borne by the owner causing it to be made, provided that should the other owner then use the addition or extension or any portion thereof, as a wall, that owner shall pay to the owner making the modification, his successors or assigns, fifty percent (50%) of the cost of construction of the addition or extension, or portion thereof used as a wall.

Any damage or destruction to the adjoining premises by any addition, extension, or use of the wall under the terms of this agreement shall be remedied at the expense of the owner making the

addition or extension, or use of the wall. In the event of dispute as to the amount of loss so sustained, such amount shall be referred to arbitration as set forth hereinabove in Section Three.

If the party wall shall be added to or extended as provided in this agreement, either owner shall have the right to use the wall as so modified for any proper purposes for which such addition or extension may be made, to the full extent of the width, length and height of the wall, in the same manner that such party is entitled hereunder to use the wall as it exists on the date of execution of the agreement.

Section 4. Use of Wall. An owner shall have the right to use the side of the party wall adjacent to his separate Living Unit by attaching structural and finishing material thereto and in any other manner that does not damage the separate Living Unit of the other owner.

Section 5. Arbitration. In the event of a dispute or controversy as to any matter within or arising out of this agreement, and in the event the owners, or their heirs, successors or assigns, cannot agree to the resolution of said dispute or controversy, such dispute or controversy shall be submitted to the arbitration of two disinterested and competent persons, mutually chosen, who shall select a third, and the arbitration of such matters shall be an express condition precedent to any legal or equitable action or proceeding of any nature whatsoever.

ARTICLE VII

EXTERIOR MAINTENANCE

In addition to maintenance upon the Common Area, the Association shall provide exterior maintenance upon each Living Unit which is subject to assessment hereunder as follows: paint, repair, replacement and care of roofs, gutters, downspouts, exterior building surfaces, trees, shrubs,

grass, walks, and other exterior improvements. Such exterior maintenance shall not include glass surface, screens, storm doors, garage doors, patios, and driveways.

In the event that the need for maintenance or repair of a Living Unit or the improvements thereon is caused through the willful or negligent acts of its owner, or through the willful or negligent acts of the family, guests or invitees of the owner of the Living Unit needing such maintenance or repair, the cost of such exterior maintenance shall be added to and become part of the assessment to which such Living Unit is subject.

ARTICLE VIII

INSURANCE

1. The Association shall maintain, to the extent reasonably available:

(1) Property insurance on the common elements, insuring against all risks of direct physical loss commonly insured against or, in the case of a conversion building, against fire and extended coverage perils. The total amount of insurance after application of any deductibles shall be not less than eighty percent of the actual cash value of the insured property at the time the insurance is purchased and at each renewal date, exclusive of land, excavations, foundations, and other items normally excluded from property policies; and

(2) Liability insurance, including medical payments insurance, in an amount determined by the executive board but not less than any amount specified in the Declaration, covering all occurrences commonly insured against for death, bodily injury, and property damage arising out of or in connection with the use, ownership, or maintenance of the common elements.

2. In the case of all Living Units, the insurance maintained under subdivision (1) of subsection 1 of this Article, to the extent reasonably available, shall include the units, but shall not include improvements and betterments installed by unit owners.

3. If the insurance described in subsections 1 and 2 of this section is not reasonably available, the Association shall promptly cause notice of that fact to be hand-delivered or sent prepaid by United States mail to all unit owners. The Association in any event may carry any other insurance it deems appropriate to protect the Association or the unit owners.

4. Insurance policies carried pursuant to subsection 1 of this section shall provide that:

(1) Each unit owner is an insured person under the policy with respect to liability arising out of his interest in the common elements or membership in the Association;

(2) The insurer waives its rights to subrogation under the policy against any unit owner or members of his household;

(3) No act or omission by any unit owner, unless acting within the scope of his authority on behalf of the Association, will void the policy or be a condition to recovery under the policy; and

(4) If, at the time of a loss under the policy, there is other insurance in the name of a unit owner covering the same risk covered by the policy, the Association's policy provides primary insurance.

5. Any loss covered by the property policy under subdivision (1) of subsection 1 of this section and upon subsection 2 of this section shall be adjusted with the Association, but the insurance proceeds for that loss shall be payable to any insurance trustee designated for that purpose, or otherwise to the Association, and not to any mortgagee or beneficiary under a deed of trust. The

insurance trustee or the Association shall hold any insurance proceeds in trust for unit owners and lienholders as their interest may appear. Subject to the provisions of subsection 8 of this section, the proceeds shall be disbursed first for the repair or restoration of the damaged property, and unit owners and lien holders are not entitled to receive payment of any portion of the proceeds unless there is a surplus of proceeds after the property has been completely repaired or restored, or the condominium is terminated.

6. An insurance policy issued to the Association does not prevent a unit owner from obtaining insurance for his own benefit.

7. An insurer that has issued an insurance policy under this section shall issue certificates or memoranda of insurance to the Association and, upon written request, to any unit owner, mortgagee, or beneficiary under a deed of trust. No insurer issuing the policy may cancel or refuse to renew it until thirty days after notice of the proposed cancellation or nonrenewal has been mailed to the Association, each unit owner and each mortgagee or beneficiary under a deed of trust to whom a certificate of memorandum of insurance has been issued at their respective last known addresses.

8. Any portion of the condominium for which insurance is required under this section which is damaged or destroyed shall be repaired or replaced promptly by the Association unless (1) the condominium is terminated, (2) repair or replacement would be illegal under any state or local health or safety statute or ordinance, or (3) eighty percent of the unit owners, including every owner of a unit or assigned limited common element which will not be rebuilt, vote not to rebuild. The cost of repair or replacement in excess of insurance proceeds and reserves is a common expense. If the entire condominium is not repaired or replaced, (1) the insurance proceeds attributable to the

damaged common elements shall be used to restore the damaged area to a condition compatible with the remainder of the condominium, (2) the insurance proceeds attributable to units and limited common elements which are not rebuilt shall be distributed to the owners of those units and the owners of the units to which those limited common elements were allocated, and (3) the remainder of the proceeds shall be distributed to all the unit owners or lienholders, as their interests may appear, in proportion to the common element interests of all units. If the unit owners vote not to rebuild any unit, that unit's allocated interests are automatically reallocated upon the vote as if the unit had been condemned under subsection 1 of section 448.1-107, R.S.Mo. (1985), and the Association shall promptly prepare, execute, and record an amendment to the declaration reflecting the reallocations. Notwithstanding the provisions of this subsection, section 448.2-118 R.S.Mo. (1983) governs the distribution of insurance proceeds if the condominium is terminated.

ARTICLE IX

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by an owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so hereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by arbitration, judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The Covenants and Restrictions of the First Amended Declaration of Covenants, Conditions and Restrictions of Brookwood Village shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they will be automatically extended for successive periods of ten (10) years. This Amended Declaration may be amended at any time by an instrument signed by the owners of not less than two-thirds (2/3) of the living units. Any amendment must be recorded.

Section 4. Annexation. Additional residential property and Common Area may be annexed to the properties with the approval by two-thirds (2/3) vote of the Association.

Section 5. Management. The Association shall have the power to hire and pay a real estate management company and to delegate to such a company any and all of the powers of the Association.

Section 6. Maintenance. The Association shall have the power to select and use lawn care provider(s) and snow remover(s) for all Living Units.

Section 7. The Association shall have the right to make and enforce such rules and regulations as may be necessary for restricting the use of the Common Area and such rules and regulations may be approved by a majority vote of the Board of Directors of the Association.

Section 8. Observation of all Laws. Said Association shall at all times observe all applicable state, county or other laws or regulations, and if at any time any of the provisions of this Declaration shall be found to be in conflict therewith, then such parts of this Declaration as are in conflict with such laws shall become null and void, but no other parts of this Declaration not in conflict therewith shall be affected thereby. The Association shall have the right to make such reasonable rules and regulations and provide means to enforce such rules and regulations as will

enable it to adequately and properly carry out the provisions of this Declaration subject, however, to the limitations of its right to contract, as herein provided for.

ARTICLE X

RESTRICTIVE COVENANTS

Section 1. The above lands may be improved, used or occupied for private residence, apartment or condominium use only and must fall within permitted uses in the R4-P zoning areas as provided in the Code or Ordinances of the City of Blue Springs, Missouri, and no business or commercial or industrial use shall be permitted thereon. No structure of a temporary character, trailer, tent, shack, garage, barn, or other outbuilding shall be used on any portion of any Living Unit or Common Area at any time, either temporary or permanently.

Section 2. All buildings built thereon shall conform to the minimum requirements contained within the Zoning Code of the City of Blue Springs, Missouri, for R4-P zoning.

Section 3. Animals Prohibited. No animals, livestock or poultry of any kind shall be raised, bred or kept in or upon any Living Unit or Common Area except that dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose. In no event shall any animal be kept in or around a Living Unit or on Common Area if it unreasonably disturbs the Owner or resident of any other Living Unit. All animals shall be confined in the Owner's Living Unit and no animal shall be allowed or permitted on the Common Area, except when on a leash or when in direct and constant control of the Owner thereof or member of his family.

Section 5. Planting and Gardening Prohibited. Except in the individual patio areas, no planting or gardening shall be done, and no fences, hedges or walls shall be erected or maintained

upon any Living Unit or Common Area, except such as are planted or installed in accordance with the initial construction of the improvements.

Section 6. Antennas Prohibited. No exterior television or radio antennas, or satellite dishes, or similar device shall be placed, allowed or maintained on any portion of the improvements visible from the exterior of a Living Unit.

Section 7. Parking and Storage of Vehicles. No vehicles shall be parked on streets or driveways so as to obstruct ingress and egress by Owners of Living Units, their families, guests and invitees except for the reasonable needs of emergency, construction, or other service vehicles for as brief a time as possible.

No automobile, truck, airplane, boat, house trailer, boat trailer, trailer, motor home, recreational vehicle, motorized vehicle or similar vehicle may be stored upon any Living Unit or Common Area. It shall be considered "stored" if it remains on the property for a period of more than seventy-two (72) hours continuously.

Section 8. Automotive Repair. No automotive repair or rebuilding of any form of motor vehicle shall be performed anywhere within the development except within the confines of the Owner's garage with the garage door completely closed during such period.

Section 9. Garage Doors. The garage doors of each Living Unit shall be kept closed at all times except when the Owner is entering or exiting the garage.

Section 10. Trash. Trash and garbage containers shall not be permitted to remain in public view except on days of trash collection. No incinerator shall be kept or maintained upon any Living Unit or Common Area.

ARTICLE XI

COVENANTS RUN WITH THE LAND

All provisions of this Declaration shall be deemed to be covenants running with the land and shall be binding upon the undersigned, their heirs, successors and assigns.

ARTICLE XII

APPLICABLE LAW

Where in conflict with the terms of the Declaration herein, Section 448.1-101 to 448.4-120 R.S.Mo. (1983), known as the "Uniform Condominium Act" shall take precedence and said Act shall otherwise apply relative to all matters and issues to specifically be covered by this instrument.