



\*2001I 0063974\*

JACKSON COUNTY DEPARTMENT OF RECORDS  
308 WEST KANSAS  
INDEPENDENCE, MO 64050

**RECORDER OF DEEDS DOCUMENT IDENTIFICATION & CERTIFICATION SHEET**

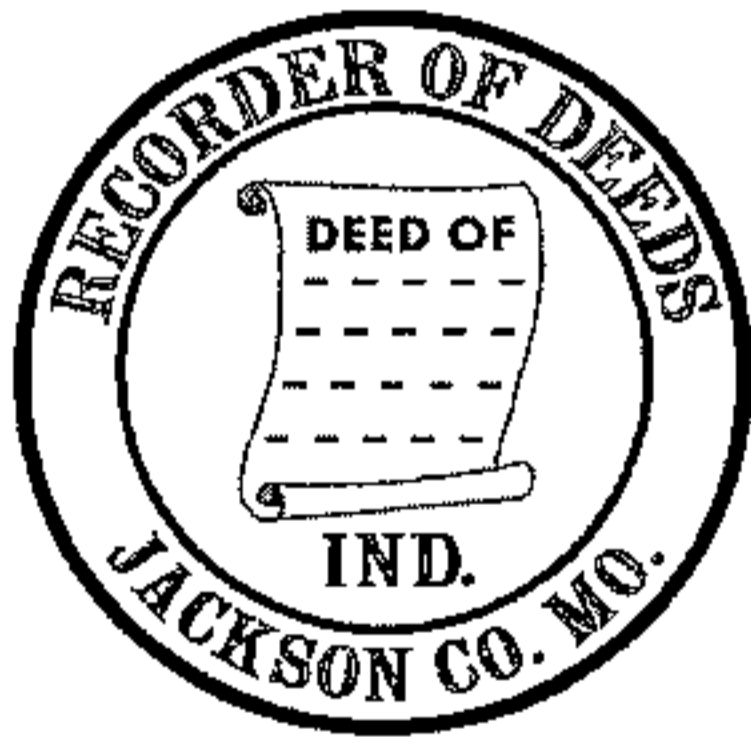
TYPE OF INSTRUMENT      PARTIAL PRINCIPALS IDENTIFIED FROM DOCUMENT FOR DOCUMENT TRACKING PURPOSES  
**REST RESTRICTION      SUMMIT MILL 2ND PLAT**  
BRIEF PROPERTY DESCRIPTION:      **LOTS 76 - 95 SUMMIT MILLS 2ND PLAT**

**NOTE:** Document information on this certification sheet is furnished as a convenience only, and in the case of any discrepancy between same and the attached instrument, the attached instrument governs. The Recorder's official Grantor/Grantee indices are created from the information contained in the actual instrument attached hereto.

STATE OF MISSOURI    )  
                                  SS.  
COUNTY OF JACKSON )

I, the undersigned Recorder of Deeds for said County and State, do hereby certify that the following and annexed instrument of writing, which consists of 4 pages (this page inclusive), was filed for record in my office on the 14 day of August, 2001, at 10:11:31 and is truly recorded as the document number shown at the top and/or bottom of this page.

In witness whereof I have hereunto set my hand and official seal the day, month and year aforesaid.



Fees:	
MO HOUSING TRUST FUND	\$3.00
HOMELESS FEE	\$3.00
RECORDER'S TECHNOLOGY FUN	\$1.25
DEPT. OF REV. RECORDER'S	\$2.00
COUNTY GENERAL REVENUE	\$1.75
RECORDING FEE	\$14.00
STATE USER FEE	\$4.00

*Mary H. Murphy*  
Director of Records  
Jackson County, MO

**N. Amos**  
Recording Deputy

Recording Fee:     \$29.00      
(Paid at time of Recording)

Return to:

OLD REPUBLIC TITLEC  
1300 BALTIMORE AVE  
KANSAS CITY, MO 64105

Document Number / Book & Page:  
**2001I 0063974 (1 - 4)**

**PLEASE DO NOT REMOVE THIS PAGE FROM THE DOCUMENT**

2001 I 63974

I364-3

OLD REPUBLIC TITLE COMPANY OF KANSAS CITY, INC.  
1300 BALTIMORE  
KANSAS CITY, MO 64105

DECLARATION

OF COVENANTS, CONDITIONS AND RESTRICTIONS

OF

SUMMIT MILL 2<sup>ND</sup> PLAT

THIS DECLARATION, made this 7<sup>th</sup> day of August, 2001, by SUMMIT MILL L.L.C., a Missouri limited liability company (hereinafter referred to as "Declarant").

RECITALS:

A. Declarant has created a planned community on certain real property located in Jackson County, Missouri, legally described as Summit Mill, a subdivision in Lee's Summit, Jackson County, Missouri; and all additions and amendments thereto, all of which are commonly known as Summit Mill (hereinafter referred to as the "Property") containing diverse areas for, but not limited to, any (but not necessarily all) of the following: residential and related uses, as the same may, from time to time, be implemented in substantial conformance with governmental approvals therefor.

B. Declarant has provided for a plan for the preservation of the values and amenities of the Summit Mill community and for the maintenance of private open space therein, including any improvements located thereon, by subjecting the Property to the covenants, restrictions, easements, charges and liens set forth in that certain Declaration of Covenants, Conditions and Restrictions of Summit Mill 1st Plat, Lee's Summit, Missouri, dated December 15, 1997, and recorded December 17, 1997 in the Office of the Director of Records for Jackson County, Missouri, at Independence, Missouri, in Book I-3111 at page 2074 as Document No. I79097 (hereinafter referred to as "Summit Mill Covenants").

C. Declarant owns certain real property described as Summit Mill 2<sup>nd</sup> Plat, a subdivision in Lee's Summit, Jackson County, Missouri, legally described as follows:

Lots 76 through 95, SUMMIT MILL 2<sup>ND</sup> PLAT, a subdivision in Lee's Summit, Jackson County, Missouri, according to the recorded Plat thereof,

(hereinafter referred to as "2<sup>nd</sup> Plat").

NOW, THEREFORE, Declarant hereby declares that the land legally described as follows:

Lots 76 through 95, SUMMIT MILL 2<sup>ND</sup> PLAT, a subdivision in Lee's Summit, Jackson County, Missouri, according to the recorded Plat thereof,

JCNO 08/24/2001

1

shall be held, sold, used and conveyed subject to the following covenants, restrictions, easements, charges and liens, all of which are for the purpose of promoting the common good and general welfare of all Residents, Members and Owners and thereby enhancing and protecting the value, desirability and attractiveness of such land. These covenants, restrictions, easements, charges and liens shall run with such land and with the title to such land and shall be binding on all parties having or acquiring any right, title or interest in such land or any part thereof, subject to the limitations herein provided, and shall inure to the benefit of each Owner, his or its heirs, grantees, distributees, personal representatives, successors and assigns, the Association, each Resident, and Declarant.

Declarant hereby incorporates by reference the provisions of the Summit Mill Covenants, referred to above, except as amended and modified hereinafter.

1. Section 23 of Article IX is hereby amended and restated as follows:

Section 23. Fences. No fences or walls shall be placed on any Lot without permission of the Architectural Review Board and no approved fence or wall shall be erected or maintained in such a manner as to obstruct the view of vehicular traffic. No wire or chain link fence shall be erected on any Lot. All fences must be wooden.

In the case of a Lot abutting the lake, no fence may be constructed within twenty (20) feet of the water's edge so as to obstruct the ability of pedestrians to walk around the lake.

2. Section 1 of Article X is hereby amended and restated as follows:

Section 1. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages or both, and against the land to enforce any lien created by these Covenants. Any such action may be initiated by Declarant, any Owner, or the Homes Association created and referred to herein. Failure by Declarant or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. In addition to any other remedy provided herein, a party, seeking the enforcement of these restrictions shall be entitled to such party's reasonable attorneys' fees, court costs and other costs of litigation from a party found to be violating the terms and conditions of this Declaration.

Additionally, when an Owner fails to comply with Section 9 above, the Homes Association shall be entitled to the greater of its actual damages or an amount equal to two percent (2%) of the Lot times the number of months after commencement of construction over five (5) months that the structure remains uncompleted, plus reasonable attorneys' fees.

IN WITNESS WHEREOF, the undersigned Declarant places its hand and seal the year and date first above written.

"Declarant"

SUMMIT MILL L.L.C.,  
a Missouri limited liability company

By [Signature]  
Kenneth B. McClain, Member

By [Signature]  
Buford L. Farrington, Member

STATE OF MISSOURI     )  
  ) ss.  
COUNTY OF JACKSON    )

On this 7<sup>th</sup> day of August, 2001, before me, the undersigned, a Notary Public in and for the said County and State, personally appeared Kenneth B. McClain and Buford L. Farrington, known to me to be the same persons whose names are subscribed to the foregoing instrument and personally known to me to be the Members of SUMMIT MILL L.L.C., a Missouri limited liability company, and acknowledged that they executed the said instrument as their free and voluntary act as such Members, and as the free and voluntary act of the said limited liability company, for the uses and purposes therein set forth.

Witness my hand and notarial seal the day and year in this certificate above written.

[Signature]  
NOTARY PUBLIC

My Commission Expires:

10-9-01

MARY E. HEATER  
NOTARY PUBLIC State Of Missouri  
Commissioned In Jackson County  
My Commission Expires Oct. 9, 2001