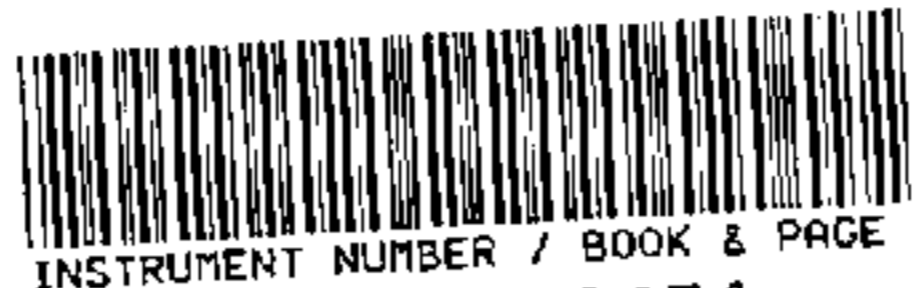


RECORDER'S CERTIFICATION
JACKSON COUNTY, MISSOURI
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2014E0029454

Robert T. Kelly, Director, Recorder of Deeds

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|-----------------------------|--|
| Document Title | Amended and Restated Declaration of Restrictions |
| Document Date | <u>APRIL 11</u> , 2014 |
| Grantors' Names | Majority of Owners of Lots within Each Plat of the Windemere Subdivision |
| Grantees Names | Owners of Lots Within All Plats of the Windemere Subdivision |
| Grantee's Statutory Address | 3718 SW Windemere, Lee's Summit MO 64082 |
| Legal Description | See attached Exhibits 1 - 7 |
| Reference Doc Nos : | 1978I0330697, 1978I0345460, 1978I0347421, 1987I0814865, 1994I1258866, 1983I0523811, 2001I0022354, 2001I0082805, 1990I1009829, 1993I1198080, 2002I0118219, 2005I0056125, 2001I0106508, 2002I0057004, 2003I0044609, 2003I0044610, and 2003I0042863 |

AMENDED AND RESTATED DECLARATION OF RESTRICTIONS

THIS AMENDED AND RESTATED DECLARATION OF RESTRICTIONS ("Amended and Restated Restrictions") is made and entered into this 11th day of APRIL, 2014 by a majority of the owners of lots within the each plat of the Windemere subdivision as platted in the city of Lee's Summit, Jackson County, Missouri ("Grantors"), for the benefit of the owners of lots within all plats of the Windemere subdivision as platted in the city of Lee's Summit, Jackson County, Missouri (hereinafter "Grantees")

RECITALS

I Grantors are owners of lots within the Windemere subdivision ("Subdivision") which is a planned community of homeowners who are committed to establishing and preserving certain common values and amenities

II The original developers ("Developers") of the Subdivision have imposed certain covenants, conditions and restrictions ("Declarations") on all of the land, properties and lots within the Subdivision so as to provide a structure for establishing and maintaining the Grantors' desired community, common values and amenities

III The Subdivision consists of the following plats

A WINDEMERE 1ST PLAT, Lots 1 through 40, a subdivision of land located in Lee's Summit, Jackson County, Missouri according to the recorded plat thereof, dated April 11, 1978, and recorded in the Office of the Jackson County, Missouri Recorder of Deeds ("Recorder's Office") on May 4, 1978 as Document No 1978I0329655, with a WINDEMERE RESURVEY OF LOTS 1 & 2, dated February 23, 1987 and recorded in the Recorder's Office on March 5, 1987 as Document No 1987I0754520, with a RESURVEY OF LOTS 9 & 10 WINDEMERE 1ST PLAT

1 The Windemere 1st Plat Lots 1 through 40, the Resurvey of Lots 1 & 2 and the Resurvey of Lots 9 & 10, are collectively referred to herein as "Windemere 1st Plat",

2 Windemere 1st Plat is legally described on Exhibit "1" attached hereto and incorporated by reference herein,

B WINDEMERE 2ND PLAT, Lots 41 through 93, a subdivision of land located in Lee's Summit, Jackson County, Missouri according to the recorded plat thereof, dated May 16, 1983, and recorded in the Recorder's Office on June 1, 1983 as Document No 1983I0523810, with a RESURVEY OF LOT 63, WINDEMERE 2ND PLAT, dated May 26, 1988 and recorded in the Recorder's Office on May 26, 1988 as Document No 1988I0847548,

1 Windemere 2nd Plat, Lots 41 through 93 and the Resurvey of Lot 63, are collectively referred to herein as "Windemere 2nd Plat",

2 Windemere 2nd Plat is legally described on Exhibit "2" attached hereto and incorporated by reference herein,

C WINDEMERE 3RD PLAT, Lots 94 through 118, a subdivision of land located in Lee's Summit, Jackson County, Missouri according to the recorded plat thereof, dated March 29, 1999, and recorded in the Recorder's Office on April 5, 1999 as Document No 1999I0027527,

1 Windemere 3rd Plat, Lots 94 through 118, is referred to herein as "Windemere 3rd Plat",

2 Windemere 3rd Plat is legally described on Exhibit "3" attached hereto and incorporated by reference herein,

D WINDEMERE 4TH PLAT, Lots 119 through 146, a subdivision of land located in Lee's Summit, Jackson County, Missouri according to the recorded plat thereof, dated September 19, 1990 and recorded in the Recorder's Office on April 19, 1990 as Document No 1990I1000584,

with a WINDEMERE 4TH PLAT RESURVEY OF LOT 138 dated May 1, 1991 and recorded in the Recorder's Office on May 23, 1991 as Document No 199111041978, and a WINDEMERE 4TH PLAT RESURVEY OF LOT 119 dated May 1, 1991 and recorded in the Recorder's Office on May 23, 1991 as Document No 199111041977,

1 Windemere 4th Plat, Lots 119 through 146, the Windemere 4th Plat Resurvey of Lot 138, and the Windemere 4th Plat Resurvey of Lot 119 are collectively referred to herein as "Windemere 4th Plat",

2 Windemere 4th Plat is legally described on Exhibit "4" attached hereto and incorporated by reference herein,

E WINDEMERE 5TH PLAT, Lots 147 through 167, a subdivision of land located in Lee's Summit, Jackson County, Missouri according to the recorded plat thereof, dated April 1, 1993 and recorded in the Recorder's Office on May 4, 1993 as Document No 199311183032,

1 Windemere 5th Plat, Lots 147 through 167 is referred to herein as "Windemere 5th Plat",

2 Windemere 5th Plat is legally described on Exhibit "5" attached hereto and incorporated by referenced herein,

F WINDEMERE 6TH PLAT, LOTS 198 through 223, a subdivision of land located in Lee's Summit, Jackson County, Missouri according to the recorded plat thereof, dated November 26, 2001 and recorded in the Recorder's Office on December 20, 2001 as Document No 200110106509,

1 Windemere 6th Plat Lots 198 through 223 is referred to herein as "Windemere 6th Plat",

2 Windemere 6th Plat is legally described on Exhibit "6" attached hereto and incorporated by reference herein,

G WINDEMERE 7TH PLAT Lots 168 through 197, Lots 224 through 240 and Tract A, a subdivision in Lee's Summit, Jackson County, Missouri according to the recorded plat thereof, dated February 15, 2003 and recorded in the Recorder's Office on April 11, 2003 as Document No 200310042864,

1 Windemere 7th Plat Lots 168 through 197, Lots 224 through 240 and Tract A is referred to herein as "Windemere 7th Plat",

2 Windemere 7th Plat is legally described on Exhibit "7" attached

hereto and incorporated by reference herein

IV As the Subdivision was developed, the Developers imposed the Declarations on all of the land, properties and lots within the Subdivision so as to provide a structure for establishing and maintaining the Grantors' desired community, common values and amenities. These Declarations imposed upon each of the plats within the Subdivision include the following:

- A The Declarations imposed upon the Windemere 1st Plat include,
- 1 Declaration of Restrictions executed by Bordner & Smith Development Corporation, a Missouri corporation, dated May 9, 1978 and recorded May 11, 1978 in the Recorder's Office as Document No. 1978I0330697 ("Windemere 1st Plat Restrictions"), which was amended by,
 - 2 Amendment to Declaration of Restrictions executed by Bordner & Smith Development Corporation, a Missouri corporation, dated July 20, 1978 and recorded on August 18, 1978 in the Recorder's Office as Document No. 1978I0345460 ("Windemere 1st Plat Restrictions First Amendment"), further amended by,
 - 3 Amendment to Declaration of Restrictions executed by Bordner & Smith Development Corporation, a Missouri corporation, dated August 30, 1978 and recorded on August 31, 1978 in the Recorder's Office as Document No. 1978I0347421 ("Windemere 1st Plat Restrictions Second Amendment"), further amended by,
 - 4 Amendment to Declaration of Restrictions Windemere 1st Plat executed by the owners of a majority of lots within the Subdivision dated November 25, 1987 and recorded on December 1, 1987 in the Recorder's Office as Document No. 1978I0814865 ("Windemere 1st Plat Restrictions Third Amendment"), further amended by,
 - 5 Amendment to Windemere Homes Association Declaration Windemere, 1st Plat executed by the owners of 2/3 of a majority of lots within the Subdivision dated October 8, 1992 and recorded on March 11, 1994 in the Recorder's Office as Document No. 1994I1258866 ("Windemere 1st Plat Restrictions Fourth Amendment")
- B The Declarations imposed upon the Windemere 2nd Plat include,
- 1 Declaration of Restrictions executed by Bordner & Smith Development Corporation, a Missouri corporation, dated May 16, 1983 and recorded June 1, 1983 in the Recorder's Office as

Document No 1983I0523811 (“Windemere 2nd Plat Restrictions”), which was purportedly amended by,

- 2 Amendment to Windemere Homes Association Declaration Windemere 2nd Plat, executed by the owners of a majority of lots within the Subdivision, dated October 8, 1992 and recorded on November 30, 1992 in the Recorder’s Office as Document No. 1992I1151490 (“Windemere 2nd Plat Restrictions Amendment”),
- C The Declarations imposed upon the Windemere 3rd Plat (except Lots 109, 110, 111, 112, 113, 104, 105, 118, 95, 97 and 100) include,
- 1 Declaration of Restrictions executed by Windemere Partners, LLC, a Missouri limited liability company, dated April 2, 2001 and recorded on April 4, 2001 in the Recorder’s Office as Document No 2001I0022354 (“Windemere 3rd and 6th Plat Restrictions”),
 - 2 Lot 100, Windemere 3rd Plat was subjected to the Windemere 3rd and 6th Plat Restrictions by a Joinder Declaration executed by Annette C Swanson on December 2, 2006 and recorded on December 11, 2006 in the Recorder’s Office as Document No 2006E0134819,
 - 3 Lots 95, 109 and 110 Windemere 3rd Plat were subjected to the Windemere 3rd and 6th Plat Restrictions by a Joinder Declaration executed by Dean L Kirby, President of Dean L Kirby Properties, Inc , a Missouri corporation on April 10, 2001 and recorded on April 16, 2001 in the Recorder’s Office as Document No 2001I0025327,
 - 4 Lot 111, Windemere 3rd Plat was subjected to the Windemere 3rd and 6th Plat Restrictions by a Joinder Declaration executed by Cartus Rodgers on November 19, 2001 and recorded on March 21, 2002 in the Recorder’s Office as Document No 2002I0021889,
 - 5 Lot 113, Windemere 3rd Plat was subjected to the Windemere 3rd and 6th Plat Restrictions by a Joinder Declaration executed by Nathan and Becky Workman on August 9, 2004 and recorded on November 17, 2004 in the Recorder’s Office as Document No. 2004I0106710,
 - 6 Lot 97, Windemere 3rd Plat was subjected to the Windemere 3rd and 6th Plat Restrictions by a Joinder Declaration executed by Keith and Erin Dorrian on January 5, 2002 and recorded on March 21, 2002 in the Recorder’s Office as Document No 2002I0021887, and

- 7 Lot 104, Windemere 3rd Plat was subjected to the Windemere 3rd and 6th Plat Restrictions by a Joinder Declaration executed by Darrel and Becki Schrechenhaust on November 28, 2001 and recorded on March 21, 2002 in the Recorder's Office as Document No 2002E0021888,
- 8 Lots 105 and 112 do not appear to have ever been subjected to the Windemere 3rd and 6th Plat Restrictions

D The Declarations imposed upon the Windemere 4th Plat include,

- 1 Declaration of Restrictions executed by Windemere Development Corporation, a Missouri corporation, dated November 8, 1990 and recorded on November 8, 1990 in the Recorder's Office as Document No 1990I009829 ("Windemere 4th Plat Restrictions")

E The Declarations imposed upon the 5th Plat include,

- 1 Declaration of Restrictions executed by Windemere Development Corporation, a Missouri corporation, dated July 6, 1993 and recorded on July 6, 1993 in the Recorder's Office as Document No 1993I1198080 ("Windemere 5th Plat Restrictions"), which was amended by,
- 2 Amendment to Windemere Homes Association Declaration Windemere 5th Plat, executed by the owners of a majority of lots within the Subdivision, dated December 19, 2002 and recorded on December 19, 2002 in the Recorder's Office as Document No 2002I0118219 ("Windemere 5th Plat Restrictions First Amendment"), and further amended by,
- 3 Amendment to Windemere Homes Association Declaration Windemere 5th Plat, executed by the owners of a majority of lots within the Subdivision, dated July 1, 2005 and recorded on July 1, 2005 in the Recorder's Office as Document No 2005I0056125 ("Windemere 5th Plat Restrictions Second Amendment")

F The Declarations imposed upon the 6th Plat include,

- 1 Declaration of Restrictions executed by Windemere Partners, LLC, a Missouri limited liability company, dated April 2, 2001 and recorded on April 4, 2001 in the Recorder's Office as Document No 2001I0022354 (previously defined above as the "Windemere 3rd and 6th Plat Restrictions")

G The Declarations imposed upon the 7th Plat include,

- 1 Declaration of Restrictions – Windemere 7th Plat, executed by Windemere Partners, LLC, a Missouri limited liability company, dated April 15, 2003 and recorded on April 16, 2003 in the Recorder's Office as Document No 200310044609 ("Windemere 7th Plat Restrictions"), and amended by,
- 2 Amendment to Declaration of Restrictions – Windemere – 7th Plat, executed by the owners of a majority of the lots within the Subdivision, dated November 10, 2005 and recorded on November 15, 2005 as Document No 200510101011 ("Windemere 7th Plat Restriction Amendment")

V Section 23 of the Windemere 1st Plat Restrictions, as amended by the Windemere 1st Plat Restrictions First Amendment, the Windemere 1st Plat Restrictions Second Amendment, the Windemere 1st Plat Restrictions Third Amendment, the Windemere 1st Plat Restrictions Fourth Amendment, provides in pertinent part as follows

"23 These restrictions and covenants are to run with the land and shall be binding upon all parties and all persons claiming under them, until June 1, 2002, at which time said covenants shall be automatically extended for successive periods of ten (10) years, unless the then owners of a majority of the lots in the said subdivision first above described, shall, at six (6) months prior to the expiration of any period, whether the original term or any extension thereof, by an instrument executed, acknowledged and recorded in the office of the Recorder of Deeds, change, or modify the same in whole or in part Notwithstanding the foregoing, the owners of a majority of said lots may, at any time, change or modify these restrictions and covenants by an instrument executed, acknowledged and recorded in the office of the Recorder of Deeds "

VI Section 25 of the Windemere 2nd Plat Restrictions as purportedly amended by Windemere 2nd Plat Restrictions Amendment provides in pertinent part as follows

"25 These restrictions and covenants are to run with the land and shall be binding upon all parties and all persons claiming under them, until June 1, 2002, at which time said covenants shall be automatically extended for successive periods of ten (10) years, unless the then owners of a majority of the lots in the said subdivision first above described, shall, at six (6) months prior to the expiration of any period, whether the original term or any extension thereof, by an instrument executed, acknowledged and recorded in the office of the Recorder of Deeds, change, or modify

the same in whole or in part Notwithstanding the foregoing, the owners of a majority of said lots may, at any time, change or modify these restrictions and covenants by an instrument executed, acknowledged and recorded in the office of the Recorder of Deeds ”

VII Section 25 of the Windemere 3rd and 6th Plat Restrictions provides in pertinent part as follows

“25 These restrictions and covenants are to run with the land and shall be binding upon all parties and all persons claiming under them, until April 1, 2011, at which time said restrictions and covenants shall be automatically extended for successive periods of ten (10) years, unless the then owners of a majority of the lots in the said subdivision first above described, shall, at least six (6) months prior to the expiration of any period, whether the original term or any extension thereof, by an instrument executed, acknowledged and recorded in the office of the Recorder of Deeds, change, or modify the same in whole or in part ”

VIII Section 26 of the Windemere 4th Plat Restrictions provides in pertinent part as follows

“26 These restrictions and covenants are to run with the land and shall be binding upon all parties and all persons claiming under them, until November 9, 2000, at which time said restrictions and covenants shall be automatically extended for successive periods of ten (10) years, unless the then owners of a majority of the lots in the said subdivision first above described, shall, at least six (6) months prior to the expiration of any period, whether the original term or any extension thereof, by an instrument executed, acknowledged and recorded in the office of the Recorder of Deeds, change, or modify the same in whole or in part ”

IX Section 26 of the Windemere 5th Plat Restrictions, as amended by the Windemere 5th Plat Restrictions First Amendment and the Windemere 5th Plat Restrictions Second Amendment provides in pertinent part as follows

“26 These restrictions and covenants are to run with the land and shall be binding upon all parties and all persons claiming under them until a simple majority of said lots, who may at anytime, change or modify these restrictions and covenants in whole or in part by an instrument executed, acknowledged and recorded in the office of the Recorder of Deeds Jackson County, Missouri ”

X Section 25 of the Windemere 3rd and 6th Plat Restrictions provides in pertinent part as follows

“25 These restrictions and covenants are to run with the land and shall be binding upon all parties and all persons claiming under them, until April 1, 2011, at which time said restrictions and covenants shall be automatically extended for successive periods of ten (10) years, unless the then owners of a majority of the lots in the said subdivision first above described, shall, at least six (6) months prior to the expiration of any period, whether the original term or any extension thereof, by an instrument executed, acknowledged and recorded in the office of the Recorder of Deeds, change, or modify the same in whole or in part ”

XI Section 26 of the Windemere 7th Plat Restrictions as amended by the Windemere 7th Plat Restriction Amendment provides in pertinent part a follows

“26 These provisions of this Declaration of Restrictions to run with the land and shall be binding upon all parties and all persons owning lots subject to this Declaration and all persons claiming under them, for a term of twenty (20) years commencing on the date hereof after which period the provisions of this Declaration shall automatically be extended for successive terms of ten (10) years. The provisions of this Declaration may be amended during the initial twenty (20) year period by an instrument signed by the owners of not less than fifty percent (50%) of the lots in said subdivision legally described above, and shall execute an instrument which shall amend, modify or extend the term of the Declaration. Any such amendment shall be effective upon that date that such instrument shall be properly executed, acknowledged and filed of record in the Office of the Recorder of Deeds of Jackson County, Missouri

XII The Windemere 1st Plat Restrictions, as amended by the Windemere 1st Plat Restrictions First Amendment, the Windemere 1st Plat Restrictions Second Amendment, the Windemere 1st Plat Restrictions Third Amendment, the Windemere 1st Plat Restrictions Fourth Amendment, along with the Windemere 2nd Plat Restrictions as purportedly amended by Windemere 2nd Plat Restrictions Amendment, along with the Windemere 3rd and 6th Plat Restrictions, along with the Windemere 4th Plat Restrictions, along with the Windemere 5th Plat Restrictions, and the Windemere 7th Plat Restrictions as amended by the Windemere 7th Plat Restriction Amendment are each collectively referred to herein as the “Declarations”

XIII The Grantors have made the determination that amending and restating the Declarations in certain respects will be beneficial for the continued operation of the Subdivision, will assist the membership in the administration of the Windemere Homes Association, Inc , and

facilitate the uniform application of the Declarations to the owners within the Subdivision

XIV It the purpose and intention of these Amended and Restated Declarations to preserve the properties, lots and parcels within the Subdivision as a restricted community 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, lots and parcels within the Subdivision, to foster the health, welfare, safety and morals of all who own properties, lots and parcels and reside within the Subdivision

XV The Grantors herein shall include, and be more fully defined to include the following

- A The owners of a majority of lots within the Windemere 1st Plat,
- B The owners of a majority of lots within the Windemere 2nd Plat,
- C The then owners of a majority of the lots within the Windemere 3rd Plat,
- D The then owners of a majority of the lots within the Windemere 4th Plat,
- E A simple majority of lot owners within Windemere 5th Plat,
- F The then owners of a majority of lots within Windemere 6th Plat, and
- G Owners of not less than fifty percent (50%) of the lots within the Windemere 7th Plat

XIV The current board of directors and/or officers of the Windemere Homes Association, Inc have executed these Amended and Restated Restrictions for the purposes of acknowledging the same and confirmation of the enforcement of the same by this and future boards of the Windemere Homes Association, Inc

NOW THEREFORE, in consideration of the foregoing Recitals which are a material part of this Amended and Restated Restrictions, and the premises of the mutual promises, covenants, and agreements contained herein, and in further consideration of the advantages to owners as well as all future owners of said properties, lots and parcels within the Subdivision (excluding Lots 105 and 112), the Grantors hereby amend, modify and restate the Declarations as follows

SECTION I – LAND USE

1 Lots shall be improved, used or occupied, as to each lot, or part thereof, only for single family residence purposes, with no more than one residence to be located upon any one of the lots as shown in the recorded plat

2 No temporary buildings, not limited to basements, tents, shacks, garages or other

shall be permitted on any lot. No trailer home, not limited to mobile homes or motor homes shall be used for residential purposes on said lot at any time. No structure shall be moved on any lot or part thereof from any other location.

3 Any vehicle parked in a driveway or on the street must be in compliance with city code. No unlicensed vehicle, not limited to trailers or other equipment intended to be moved over public streets, may be parked outside in a driveway or on the street. No trailer homes, not limited to travel trailers, mobile homes, recreational vehicles, watercraft or trailers of any kind may be parked outside of a fully enclosed garage for more than seventy-two (72) hours. If a travel trailer, or portable on demand storage/waste container, recreational vehicle or watercraft is to be temporarily parked in a drive, the Homes Association Board must be contacted for a temporary waiver of this restriction.

4 No dwelling or residence shall be occupied until fully completed. Any dwelling or residence shall be fully completed within six (6) months after the first earth excavation is started.

5 No livestock, including but not limited to horses, pigs, swine, hogs, goats or poultry of any kind shall be raised, bred or kept on any lot. No boarding of any animals, livestock and/or horses shall be permitted except no more than three (3) household pets shall be permitted on any lot. In addition, no dog pens or dog runs shall be permitted on a lot. A small dog house no larger than 30" x 40" shall be permitted and must be immediately adjacent to the house.

6 No noxious or offensive trade shall be carried on upon any lot.

7 No basketball goals or other game accessories shall be attached to that portion of the residence which faces, or is perpendicular to, the street. Such items shall be permitted to be attached to the rear of the residence on the lot, or mounted to poles on driveways. Portable basketball hoops are acceptable, as long as they are well maintained and erect.

8 No permanent outside clothes line installation shall be permitted. Collapsible or removable clothes lines are permitted, but only to the rear of the residence or lot.

9 No burning of trash or yard waste shall be permitted. Trash, yard waste and recycling containers are not permitted to be conspicuous except on days of trash collection.

10 No radio antenna shall be erected on any residential lot or on the exterior of any dwelling. No more than one (1) satellite dishes no larger than 36" x 24" may be installed and maintained on residential lots or on the exterior of a dwelling. The location, screening and manner of mounting must be as inconspicuous as possible and blend into the background of the surroundings.

11 Full sodding on front, side and rear yards of the house is required as soon as possible after construction of the residence is completed, considering weather conditions.

12 Above-ground pools or in-ground permanent pools are allowed. Any pool must be in compliance with city code and properly maintained. Temporary pools that are twenty-four inches (24") in height or less or five-thousand (5,000) gallons or less are allowed and they must be put away from October – April.

13 No vehicles or debris, not limited to building materials, building supplies, household appliances, tools or furniture, part of vehicles, shall be stored, maintained or kept for a period longer than twenty-four (24) hours on any part of the yard, whether front lawn, side lawn, side yard or rear yard, or any other portion of any lot in plain view from any approach, except for lawn furniture. No maintenance or repair of any vehicle, other than emergency repair, shall be permitted on any lot.

14 Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plats or as reflected in the records of the Office of the Recorder of Deeds of Jackson County, Missouri. Within these easements, no structure, planting or other materials shall be placed or permitted to remain which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot or tract and all improvements in it shall be maintained continuously by the owner of the lot or tract, except for those improvements for which a public authority or utility is responsible.

15 All plans and specifications for the construction of residence, building alterations, decks, patios, siding materials, exterior color schemes and fences, together with a plot plan showing elevation and location of proposed improvements shall be submitted to and approved by the Homes Association Board of Directors for its prior approval. All building alterations, additions, fences, decks and patios will comply with local building ordinances. Board approval is necessary regarding any changes in the exterior of the property including the color of a house.

SECTION II – RESIDENCE, FENCES, AND OUTBUILDINGS

RESIDENCE

16. No residence of any size shall be erected from an existing or new foundation that does not include an attached two (2) car garage. The newly erected must also contain a minimum of thirteen hundred (1,300) sq. ft. for a one story, thirteen hundred (1,300) sq. ft. for a split level, fourteen hundred sixty (1,460) sq. ft. for a bi-level, fifteen hundred (1,500) sq. ft. for a two story and fifteen hundred (1,500) sq. ft. for a 1 ½ story. Building plan must be submitted to the board for prior approval.

17 Any sidewalks required by the City of Lee's Summit to be constructed, shall be constructed by the builder at the time of the construction of the residence.

FENCES

18 Fences can be attached and start no closer than six (6) feet from the front corner of both sides of the structure and can be four (4) feet to six (6) feet in height. Fence material

other than wood picket shall be of material approved by the board. Fences shall be placed no more than 6" inside property lines and shall enclose the property owner's yard. Fences on corner lots are looked at by the board for approval individually based on the orientation of the house. Patio screens or fences shall not exceed 6 feet in height and a distance not to exceed 6 feet from outer edge of patio or outer edge of swimming pool walkway. Fence and adjacent area must be properly maintained.

OUTBUILDINGS

19 One (1) storage building no larger than one hundred forty four (144) square feet will be permitted. The peak of the roof cannot exceed sixteen (16) feet in height. Color scheme and roofing must substantially match that of the residence.

SECTION III – MATERIALS

20 All roofs shall be wood or asphalt laminated shingles, in solid color of weathered gray, or black only. All asphalt shingles shall carry a manufacturer's warranty of at least twenty-five (25) years. No flat roof structures shall be permitted.

SECTION IV – DURATION AND ENFORCEMENT

21 These Covenants and Restrictions of this Declaration shall run with and bind the land and shall inure to the benefit and be enforceable by the Association, or owner of any lot, their respective legal heirs, representatives and assigns for a term of 20 years from the date this Declaration is recorded after which said Covenants shall be automatically extended for successive periods of 10 years. The Covenants and Restrictions of this Declaration may be amended by an instrument signed by members constituting at least 70% of the lot owners.

22 Each of the restrictions and covenants so running with the land shall bind the present owners, their successors and assigns, and all parties claiming by, through or under them, who shall be taken to hold, agree and covenant with the present owners of said tract, their successors, heirs and assigns, and all subsequent owners of any lot, lots or parcels, to conform to and observe said restrictions and covenants. The owner or owners of any portion of the above lands shall have the right to sue for and obtain an injunction, prohibitive or mandatory, to prevent the breach of or to enforce the observance of the restrictions and covenants above set forth, in addition to the ordinary legal action for damages. In any such action if successful, the owner or owners shall be entitled to recover the cost of bringing the action, to include reasonable attorney fees. The failure of the owner or owners of said premises hereby restricted to enforce any of the restrictions and covenants herein set forth shall not prevent them or their successors in title from so thereafter.

23 The Covenants and Restrictions of this Amended and Restated Restriction shall run with the land and shall be binding on all the lots legally described herein including Lots 1 through 40 Windemere 1st Plat, Lots 41 through 93 Windemere 2nd Plat, Lots 94 through 118 Windemere 3rd Plat, Lots 119 through 146 Windemere 4th Plat, Lots 147 through 167 Windemere 5th Plat, Lots 198 through 223 Windemere 6th Plat, and all Lots 168 through 197 and Lots 224

through 240 and Tract A Windemere 7th Plat, and shall be in full force and binding upon the owners of each lot and tracts with respect to the Conditions and Restrictions contained therein including applications for improvements or construction of residences and outbuildings, fences, and materials described herein for roofing and siding and other structures and improvements as described in Section 1 – Land Use. It is intended that the standards of Restrictions shall be applicable to all applications for construction of residences, fences, outbuildings, and other improvements and shall be subject to the terms of this Amended and Restated Restrictions effective the 14th day of APRIL, 2014. It is further understood and acknowledged that improvements constructed and approved prior to the 14th day of APRIL, 2014 shall remain approved and permitted to remain in their current condition and placement, but that all replacements or improvements thereon shall comply with the terms of this Amended and Restated Restrictions.

IN WITNESS WHEREOF, the undersigned Grantors and the authorized representatives of the Windemere Homeowners Association, Inc, have caused this Amended and Restated Restrictions to be executed this 11 day of April, 2014

WINDEMERE HOMEOWNERS ASSOCIATION, INC

By Debra Lynn Lawrence
Debra Lynn Lawrence, President

By Deborah Marron
DEBORAH MARRON, Vice-President

By Douglas Lukensbill
Douglas Lukensbill, Treasurer

By Andree Demers
ANDREE DEMERS, Secretary



KAREN S LAUER
 My Commission Expires
 November 6, 2017
 Jackson County
 Commission #13545238

Corporate Seal

STATE OF MISSOURI)
) SS
 COUNTY OF JACKSON)

On this 11 day of April, 2014, before me, Karen Lauer, a Notary Public, personally appeared Debra Lynn Lawrence, Deborah Marron, Douglas Lukensbill, Andree Demers, to me known, or proven, to be the persons described in and who executed the foregoing Amended and Restated Restrictions, and acknowledged that they respectively executed the same as their free act and

deed in their capacities as the current officers of the Windemere Homeowners Association, Inc

IN WITNESS WHEREOF, I have hereunto set my hand and affixed by official seal the day and year last above written

Karen S. Zauer
Notary Public

My Commission Expires

11-6-17