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ROBERT T. KELLY, DIRECTOR OF RECORDS

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TITLE OF DOCUMENT: Declaration of Covenants and Restrictions

DATE OF DOCUMENT: March 28, 2006

GRANTOR(S): Gale Communities, Inc.

GRANTEE(S): Arborwalk 9th Plat

GRANTEE'S MAILING
ADDRESS:

251 SW View High Drive
Lee's Summit, Missouri 64081

LEGAL DESCRIPTION: See Exhibit "A"

REFERENCE BOOK:

(ABOVE SPACE RESERVED FOR RECORDER OF DEEDS' USE)

Document Title: Amended Declaration of Community Association and Covenants, Conditions,
Restrictions of Arborwalk
Document Date: MARCH 28, 2006
Grantor Names: Gale Communities, Inc.
Grantee Names: N/A
Statutory Address: 251 SW View High Dr.
Legal Descriptions: See Exhibit A attached

AMENDED DECLARATION OF COMMUNITY ASSOCIATION
AND
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
OF
ARBORWALK
GALE COMMUNITIES, INC.
("Developer")

Dated as of: MARCH 28, 2006

01/10/2006

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AMENDED DECLARATION OF COMMUNITY ASSOCIATION

AND
COVENANTS, CONDITIONS, RESTRICTIONS
OF
ARBORWALK

THIS FIRST AMENDED DECLARATION OF COMMUNITY ASSOCIATION AND COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF ARBORWALK ("Amended Declaration") is made and executed as of NOV 28, 2006, by GALE COMMUNITIES, INC., a Missouri corporation (the "Developer"), with its principal office and mailing address at 251 SW View High Dr., Lee's Summit, Missouri 64081.

RECITALS:

- A. The Developer previously owned or owns certain real property located in the City of Lee's Summit (the "City"), Jackson County, Missouri, legally described as set forth on EXHIBIT A attached hereto (the "Property"), which it intends to develop into a residential subdivision known as "Arborwalk".
- B. On September 8, 2005, and on certain dates thereafter, Minor Plat of ARBORWALK and other Plats as recited in Paragraphs E through L hereof have been recorded with respect to the development of the aforesaid properties.
- C. The Developer desires to create, establish, maintain and preserve a mixed use development project on the property and adjacent ground, including single-family residences, townhomes, and multi-family residential units.
- D. From time to time after the date of this Declaration, the Developer shall cause (or permit): (i) Single Family Residences to be built on certain lots shown on one or more plats for portions of the property (or on any expansion property containing similar lots for Single Family Residences); and (ii) Townhomes to be built within certain Lots of the Tract(s) shown on any such plat (or any similar tracts or lots added as expansion property) and cause building lots (one [1] per Townhome) to be created by replat, lot split certificate of survey, minor subdivision or otherwise within the boundaries of such lots; and, (iii) Multi-Family Residential Units to be built within certain lots of the tracts shown on any such plat or created by replat, lot split certificate of survey, minor subdivision or otherwise, and such Tract(s) (or any expansion property containing similar tracts or lots for Townhomes). The Developer desires to and hereby does subject the property to the covenants, conditions, restrictions and easements set forth in this amended and restated Declaration from and after the date hereof.

