



Kansas City

Legislation Text

414 E. 12th Street
Kansas City, MO
64106

File #: 220408

ORDINANCE NO. 220408

Approving the plat of Villas At Tiffany Springs, an addition in Platte County, Missouri, on approximately 8.27 acres generally located at the east side of N. Green Hills Road in between N.W. Old Stagecoach Road to the north and N. Tiffany Springs Road to the south, creating 26 lots and 5 tracts for the purpose of a 26 lot single family home subdivision; accepting various easements; establishing grades on public ways; authorizing the Director of City Planning and Development to execute and/or accept certain agreements; and directing the City Clerk to record this ordinance and attached documents. (CLD-FnPlat-2021-00022)

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the plat of Villas At Tiffany Springs, a subdivision in Platte County, Missouri, a true and correct copy of which is attached hereto and incorporated herein by reference, is hereby approved.

Section 2. That the plat granting and reserving unto Kansas City an easement and license or right to locate, construct, operate and maintain facilities including, but not limited to, water, gas, sewerage, telephone, cable TV, surface drainage, underground conduits, pad mounted transformers, service pedestals, any and all of them upon, over, under and along the strips of land outlined and designated on the plat by the words utility easement or U/E be and the same are hereby accepted and where other easements are outlined and designated on the plat for a particular purpose, be and the same are hereby accepted for the purpose as therein set out.

Section 3. That the grades of the streets and other public ways set out on the plat, herein accepted are hereby established at the top of curb, locating and defining the grade points which shall be connected by true planes or vertical curves between such adjacent grade points, the elevations of which are therein given, in feet above the City Directrix.

Section 4. That the Director of City Planning and Development is hereby authorized to execute a Covenant to Maintain Storm Water Detention and BMP Facilities Agreement, to be in a form substantially as that attached hereto as Exhibit A and incorporated herein by reference.

Section 5. That the Director of City Planning and Development is hereby authorized to execute and/or accept any and all agreements necessary to clear the title of any right of way, utility easements or other public property dedicated on the plat.

Section 6. That the City Clerk is hereby directed to record copies of this ordinance, together with the documents described herein and all other relevant documents, when the Developer has met all of the requirements for the plat to be released for recording, in the Office of the Recorder of Deeds of Platte County, Missouri.

Section 7. That the Council finds that the City Plan Commission has duly recommended its approval of this plat on July 20, 2021.

Approved as to form and legality:

Eliud Alegre

Eliud Alegre
Associate City Attorney



Authenticated as Passed

Quinton Lucas
Quinton Lucas, Mayor

Marilyn Sanders, City Clerk
MAY 19 2022

Date Passed

This is to certify that General Taxes for 2021, and all prior years, as well as special assessments for local improvements currently due if any, on property described have been paid.

City Treasurer, Kansas City, MO

Garner Smith

Dated: November 2, 2022

Recorded in Platte County, Missouri

Recording Date/Time: 11/03/2022 at 09:22:04 AM

Instr Number: 2022014844

Book: 1386 Page: 331

Type: DE ORD

Pages: 3

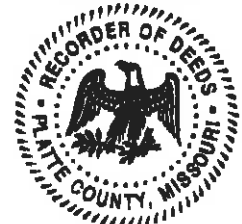
Fee: \$27.00 E



Grantor: KANSAS CITY

Grantee: VILLAS AT TIFFANY SPRINGS

KC



Gloria Boyer,
Recorder of Deeds

PLATTE COUNTY MISSOURI CERTIFICATION RECORDER OF DEEDS

EXEMPT DOCUMENT

The Recorder of Deeds has added this page to your document per
compliance with State law under Exempt Status.
RSMo 59.310.4 (effective January 1, 2002)

Gloria Boyer
Recorder of Deeds
415 Third St., Suite 70
Platte City, MO 64079

This Page is Part Of The Document – Do Not Detach

49
2

Recorded in Platte County, Missouri

Recording Date/Time: 11/03/2022 at 09:22:04 AM

Instr Number: 2022014846

Book: 1386 Page: 332

Type: DT SUB

Pages: 2

Fee: \$49.00 N

KE



Grantor: NODAWAY VALLEY BANK

Grantee: CREEKSIDE LAND LLC



Gloria Boyer,
Recorder of Deeds

**PLATTE COUNTY MISSOURI CERTIFICATION
RECORDER OF DEEDS**

NON-STANDARD DOCUMENT

The Recorder of Deeds has added this page to your document
per compliance with State law and you have been charged the fee of \$25.00
for a non-standard Document

RSMo 59.310.3 (effective January 1, 2002)

Gloria Boyer
Recorder of Deeds
415 Third St., Suite 70
Platte City, MO 64079

This Page Is Part Of The Document - Do Not Detach

SUBORDINATION OF DEED OF TRUST (PARTIAL - CORPORATION)

This Subordination of deed of trust Witnesseth, that Nodaway Valley Bank, a corporation organized and existing under the laws of the State of Missouri, having its principal place of business in Platte County, Missouri, as owner and holder of the note evidencing the debt secured by the Deed of Trust executed by Richard E. Frye, Member of Creekside Land, LLC, dated and recorded in the office of the Recorder of Deeds for Platte County, Missouri, as Document No. 2020215534, in Book 1339 at Page 563, for value received does hereby subordinate the lien and effect of said Deed of Trust to the easements and building lines and lot lines as shown on the property therein described on the plat of Villas at Tiffany Springs, recorded as Document No. _____, in Book _____ at Page _____. Provided, however, that this subordination shall not prejudice the lien of said Deed of Trust on the remaining property therein described.

IN WITNESS WHEREOF, these presents have been executed under the seal of said corporation, pursuant to due authority, this 9th day of June, 2022.



By *Marvin Davis*
Marvin Davis SVP

In the State of Missouri, County of Platte, on this 9 day of June, 2022, before, the undersigned, a Notary Public, in and for said County and State, personally appeared Marvin Davis, to me personally known, who being by me duly sworn did say that he/she is SVP of the corporation named in the foregoing deed of release, and that the seal thereto affixed is the corporate seal of the corporation and that said deed of release was signed and sealed in behalf of said corporation by authority of its Board of Directors and said Marvin Davis acknowledged said instrument to be the free act and deed of said corporation. Witness my hand and seal subscribed and affixed in said County and State, the day and year above written.

Leann Downing
Notary Public

My Commission expires 4/20/2024



54
11

Recorded in Platte County, Missouri

Recording Date/Time: 11/03/2022 at 09:22:04 AM

Instr Number: 2022014847

Book: 1386 Page: 333

Type: DE COV

Pages: 11

Fee: \$54.00 S



Grantor: CREEKSIDE LAND LLC

Grantee: KANSAS CITY MISSOURI

KC



[Above Space Reserved for Recorder of Deeds]

Document Title:	Covenant to Maintain Storm Water Detention Facility and BMPs (Villas at Tiffany Springs)
Date of Document:	October 21, 2022 <i>10/27/22</i>
Grantor Name:	Creekside Land, L.L.C.
Grantee Name:	Kansas City, Missouri
Statutory Address:	414 East 12 th Street Kansas City, MO 64106
Legal Description:	See Exhibit A, page 7
Reference Book and Page:	N/A

**COVENANT TO MAINTAIN STORM WATER DETENTION FACILITY AND BMPs
PLAT OF VILLAS AT TIFFANY SPRINGS**

THIS COVENANT made and entered into this 27 day of October 2022, by and between Kansas City, Missouri, a constitutionally chartered Municipal corporation (City), and **Creekside Land LLC, a Missouri limited liability company**, (Developer).

WHEREAS, Developer has an interest in certain real estate generally located at the northeast corner of N. Green Hills Road and N.W. Tiffany Springs Road, Platte County, in Kansas City, Platte Missouri, **(Property)** more specifically described in Exhibit "A" attached hereto and incorporated herein by reference; and

WHEREAS, Developer intends to cause the Property to be platted as Plat of **Villas at Tiffany Springs (Plat)**, in accordance with Chapter 88, Code of Ordinances of the City of Kansas City, Missouri; and

WHEREAS, Developer intends to subdivide the Property and create pursuant to the Plat Lots 15 through 31 and 52 through 60 and tracts "A", "B", "C" and "D", as shown on Exhibit "B" attached hereto.

WHEREAS, the improvements proposed by Developer on the Property warrant storm water control to serve Lots 15 through 31, Lots 52 through 60 and Tracts "A", "B", "C" and "D"; and

WHEREAS, the storm water detention facilities to serve the Plat are located on Tract "A" of Genesis Place Estates as shown on Exhibit "C" attached hereto. Said storm water study accepted by the City contemplated the storm water control through Tract A. Tract A is legally described as "Tract A, Genesis Place Estates, a subdivision of land lying in Kansas City, Platte County, Missouri." Tract A is shown on Exhibit "C" attached hereto and incorporated herein by reference; and

WHEREAS, the City and Developer agree that it is in the public interest to detain storm water for the benefit of the Property and surrounding areas; and

WHEREAS, the provisions for the maintenance of the storm water detention facility are contained in the Covenant to Maintain Storm Water Detention and BMP Facilities, Plat of Genesis Place Estates-First Plat and are necessary to serve the development. Said Covenant was recorded on June 2, 2006, as Instrument #009138 in Book 1083, Page 302 ("First Covenant"). A second Covenant to Maintain Storm Water Detention and BMP Facilities was completed and executed for the Plat of Genesis Place Estates-Second Plat and was recorded as Instrument No.2022004035 at Book 1375, Page 589 ("Second Covenant") on January 31, 2022. The Second Plat is also served by Tract A, Genesis Place Estates-First Plat; and

WHEREAS, the Developers of the Genesis Place Estates – First Plat and Genesis Place Estates Second Plat executed the First and Second Covenants and in the First and Second Covenants agreed at their cost to:

- a. Be responsible for the maintenance, repair and replacement if necessary of the storm water detention facilities and appurtenances ("Facilities") within the storm water detention facilities located on Tract "A", Genesis Place Estates-First Plat.
- b. Maintain the pipes, structures, grounds, and appurtenances for the Facilities located on Tract "A", Genesis Place Estates - First Plat.
- c. Keep the pipes, structures and appurtenances open and free of silt and vegetation.
- d. Keep the pipes, structures and appurtenances in good working condition or replace same if necessary.
- e. Mowing the grass area within Tract "A", Genesis Place Estates-First Plat.
- f. Maintain the grades within Tract "A", Genesis Place Estates-First Plat pursuant to the approved plan on file in the office of the Director of Public Works and identified as File No. 2005-244.
- g. Obtain all necessary improvement and repair permits prior to performing any work on the Facilities.

NOW, THEREFORE, Developer and City, for and in consideration of the benefits to themselves, their assigns and future Grantees do hereby agree as follows:

Sec. 1. Through the execution of the First and Second Covenants, City was granted the right, but was not obligated to enter upon Tract "A", Genesis Place Estates - First Plat in order to maintain the Facilities including the pipes, structures, grounds, and appurtenances if Developer fails to maintain same. In addition to the rights granted to the City in the First and Second Covenants, City may also (a) charge the costs for such maintenance against the Developer or the owners of Lots 15 through 31 and Lots 52 through 60, Plat of Villas at Tiffany Springs, served by the Facility on Tract "A", Genesis Place Estates - First Plat; (b) assess a lien on either Tract "A", Genesis Place Estates - First Plat as provided in the First Covenant or on Lots 15 through 31 and Lots 52 through 60, Villas at Tiffany Springs or both served by the Facility on Tract "A", Genesis Place Estates - First Plat and (c) maintain suit against the Developer and/or owners of Lots 15 through 31 and Lots 52 through 60, Villas at Tiffany Springs served by the Facility on Tract "A", Genesis Place Estates - First Plat for the unpaid cost of such maintenance. Unless necessitated by a threat to life and/or safety, City shall notify the Developer and/or the then current owners of Lots 15 through 31 through 52 through 60, Villas at Tiffany Springs not less than thirty (30) days before it begins maintenance of the Facilities.

Sec. 2. Developer shall not use nor attempt to use Tract "A", Genesis Place Estates - First Plat in any manner which would interfere with the operation of the Facilities in such manner as would interfere with the proper, safe, and continuous maintenance and use thereof and in particular shall not build thereon or thereover any structure which may interfere or cause to interfere with the maintenance and use thereof.

Sec. 3. This Covenant shall run with the land legally described in Exhibit "A." Developer shall remain liable under the terms of this Covenant unless and until Developer assigns its rights and obligations to a third party and such assignment is accepted by the City.

Sec. 4. To the extent allowed by law, in the event of a default under a loan agreement by a third party who is assigned the rights and obligations in accordance with the terms of this

Covenant, the City will agree to an assignment from the defaulting third party to the secured lender.

Sec. 5. Notices. All notices required by this Covenant shall be in writing sent by regular United States mail, postage prepaid, commercial overnight courier or facsimile and addressed as hereinafter specified. Each party shall have the right to specify that notice be addressed to any other address by giving the other party ten (10) days' notice thereof. Unless a party to this Agreement has given ten (10) days' notice of a change of person and address for purposes of notice under this Agreement to the other party in writing, notices shall be directed to the following:

Notices to the City:

Director of City Planning & Development
City Hall, 414 East 12th Street
Kansas City, Missouri 64106
Fax number: (816) 513-2548

Notice to Developer shall be addressed to:

Creekside Land LLC
Attention: Richard Frye, President
803 PCA Road
Warrensburg, Missouri 64093
816-564-2230

With copies to:

Patricia R. Jensen, Esq.
Rouse Frets White Goss Gentile Rhodes P.C.
4510 Belleview; Suite 300
Kansas City, MO 64111
816-753-9201 (fax)

Sec. 6. This Agreement shall not be amended, modified, canceled or abrogated without the prior written consent of the City.

Sec. 7. Invalidation of any part or parts of this Covenant by judgment or other court action shall in no way affect any of the other provisions, which shall remain in full force and effect.

Sec. 8. This Agreement shall be construed and enforced in accordance with the laws of the State of Missouri.

Sec. 9. Upon the effective date of this Covenant, the City shall file this Covenant in the Office for recording real estate documents in Clay County, Missouri, and shall be binding on Developer, its successors, assigns and transferees.

Sec. 10. Developer shall jointly and severally release, hold harmless, indemnify and defend City and its agents, officers and employees from any and all responsibility, liability, loss, damage or expense resulting to Developer or to any person or property caused by or incidental as to the design, function, construction, maintenance or failure to maintain the Facility.

ATTESTATION BY CITY CLERK:

[Signature]
Marilyn Sanders, City Clerk

KANSAS CITY, MISSOURI

By: [Signature]
Jeffrey Williams,
Director of City Planning &
Development

Approved as to form:

[Signature]

Assistant City Attorney

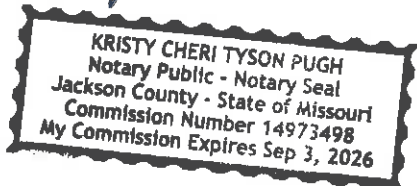
STATE OF MISSOURI)
) SS
COUNTY OF Jackson)

BE IT REMEMBERED that on this 27 day of October, 2022, before me, the undersigned, a notary public in and for the county and state aforesaid, came Jeffrey Williams, Director of the Department of City Planning and Development of the City of Kansas City, Missouri, a corporation duly organized, incorporated and existing under and by virtue of the laws of the State of Missouri, and Marilyn Sanders, City Clerk of the City of Kansas City, Missouri, who are personally known to me to be the same persons who executed, as officials, the within instrument on behalf of Kansas City, Missouri, and such persons duly acknowledge the execution of the same to be the act and deed of said Kansas City, Missouri.

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

[Signature]
Notary Public

My Commission Expires: September 3, 2026



DEVELOPER:

CREEKSIDE LAND LLC
a Missouri limited liability corporation

I hereby certify that I have authority to execute this document on behalf of Developer.

By: Richard Frye
Richard Frye, President

Date: 10/17/22
Check one: () Sole Proprietor
() Partnership
() Corporation
(X) Limited Liability Company (LLC)

STATE OF MISSOURI)
COUNTY OF JACKSON) ss.

On this 17th day of October, 2022, before me appeared Richard Frye, to me personally know, who, being by me duly sworn, did say that he is the President of Creekside Land LLC, a limited liability company of the State of Missouri, and that said instrument was signed in behalf of said limited liability company, by authority of its members, and he acknowledged said instrument to be the free act and deed of said limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State the day and year last above written.

[Signature]
Notary Public within and for said County and State

My term expires: 7/31/24



RACHELLE M. BIONDO
My Commission Expires
July 31, 2024
Jackson County
Commission #12498262

EXHIBIT "A"
PROPERTY DESCRIPTION

EXHIBIT "A"

A TRACT OF LAND IN THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 51 NORTH, RANGE 33 WEST OF THE 5TH PRINCIPAL MERIDIAN IN KANSAS CITY, PLATTE COUNTY, MISSOURI, BEING DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEASTERLY CORNER OF LOT 12, GENESIS CROSSING - FIRST PLAT, A SUBDIVISION IN KANSAS CITY, PLATTE COUNTY, MISSOURI. THENCE S56°58'09"E, ALONG THE SOUTH LINE OF SAID GENESIS CROSSING - FIRST PLAT, A DISTANCE OF 266.00 FEET; THENCE S33°01'51"W, CONTINUING ALONG SAID SOUTH LINE, A DISTANCE OF 81.00 FEET; THENCE S56°58'09"E, CONTINUING ALONG SAID SOUTH LINE, A DISTANCE OF 372.42 FEET; THENCE S34°11'31"E, CONTINUING ALONG SAID SOUTH LINE, A DISTANCE OF 84.85 FEET; THENCE S74°29'54"E, CONTINUING ALONG SAID SOUTH LINE, A DISTANCE OF 76.97 FEET; THENCE N15°30'06"E, CONTINUING ALONG SAID SOUTH LINE, A DISTANCE OF 15.33 FEET; THENCE S74°29'54"E, CONTINUING ALONG SAID SOUTH LINE, A DISTANCE OF 132.47 FEET; THENCE N55°48'29"E, CONTINUING ALONG SAID SOUTH LINE, A DISTANCE OF 152.44 FEET; THENCE S34°08'08"E, A DISTANCE OF 61.60 FEET; THENCE S15°19'31"E, A DISTANCE OF 111.21 FEET; THENCE S83°20'12"W, A DISTANCE OF 149.65 FEET; THENCE N85°34'37"W, A DISTANCE OF 65.89 FEET; THENCE S06°29'53"W, A DISTANCE OF 134.00 FEET; THENCE WESTERLY ALONG A CURVE TO THE RIGHT HAVING AN INITIAL TANGENT BEARING OF N83°11'07"W, A RADIUS OF 746.00 FEET, AN ARC DISTANCE OF 31.45 FEET; THENCE S09°09'06"W, A DISTANCE OF 164.05 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF NW. TIFFANY SPRINGS ROAD, AS NOW ESTABLISHED; THENCE NORTHWESTERLY, ALONG SAID NORTH RIGHT OF WAY LINE, ALONG A CURVE TO THE RIGHT HAVING AN INITIAL TANGENT BEARING OF N80°45'50"W, A RADIUS OF 910.00 FEET, AN ARC DISTANCE OF 68.30 FEET; THENCE NORTHWESTERLY, CONTINUING ALONG SAID NORTH RIGHT OF WAY LINE, ALONG A CURVE TO THE RIGHT BEING TANGENT TO THE PREVIOUSLY DESCRIBED COURSE, HAVING A RADIUS OF 25.00 FEET, AN ARC DISTANCE OF 40.68 FEET; THENCE N73°13'29"W, CONTINUING ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 50.00 FEET; THENCE SOUTHWESTERLY, CONTINUING ALONG SAID NORTH RIGHT OF WAY LINE, ALONG A CURVE TO THE RIGHT HAVING AN INITIAL TANGENT BEARING OF S16°46'55"W, A RADIUS OF 25.00 FEET, AN ARC DISTANCE OF 40.68 FEET; THENCE NORTHWESTERLY, CONTINUING ALONG SAID NORTH RIGHT OF WAY LINE, ALONG A CURVE TO THE RIGHT BEING TANGENT WITH THE PREVIOUSLY DESCRIBED COURSE, HAVING A RADIUS OF 910.00 FEET, AN ARC DISTANCE OF 327.01 FEET; THENCE N49°23'49"W, CONTINUING ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 170.85 FEET; THENCE NORTHWESTERLY, CONTINUING ALONG SAID NORTH RIGHT OF WAY LINE, ALONG A CURVE TO THE LEFT BEING TANGENT TO THE PREVIOUSLY DESCRIBED COURSE, HAVING A RADIUS OF 702.00 FEET, AN ARC DISTANCE OF 170.07 FEET; THENCE N26°44'55"E, A DISTANCE OF 143.95 FEET; THENCE N10°32'27"E, A DISTANCE OF 41.58 FEET; THENCE N25°31'11"E, A DISTANCE OF 115.00 FEET; THENCE WESTERLY ALONG A CURVE TO THE LEFT HAVING AN INITIAL TANGENT BEARING OF N64°03'18"W, A RADIUS OF 1001.00 FEET, AN ARC DISTANCE OF 79.61 FEET; THENCE NORTHWESTERLY ALONG A CURVE TO THE RIGHT BEING TANGENT TO THE PREVIOUSLY DESCRIBED ARC, HAVING A RADIUS OF 70.00 FEET, AN ARC DISTANCE OF 124.18 FEET; THENCE N33°01'51"E, A DISTANCE OF 97.63 FEET TO THE POINT OF BEGINNING.

EXHIBIT "B"
(See Attached)

EXHIBIT "B"

VILLAGES AT WHITNEY SPRINGS

LEGEND

- ① 1.00 ACRES
- ② 2.00 ACRES
- ③ 3.00 ACRES
- ④ 4.00 ACRES
- ⑤ 5.00 ACRES
- ⑥ 6.00 ACRES
- ⑦ 7.00 ACRES
- ⑧ 8.00 ACRES
- ⑨ 9.00 ACRES
- ⑩ 10.00 ACRES
- ⑪ 11.00 ACRES
- ⑫ 12.00 ACRES
- ⑬ 13.00 ACRES
- ⑭ 14.00 ACRES
- ⑮ 15.00 ACRES
- ⑯ 16.00 ACRES
- ⑰ 17.00 ACRES
- ⑱ 18.00 ACRES
- ⑲ 19.00 ACRES
- ⑳ 20.00 ACRES
- ㉑ 21.00 ACRES
- ㉒ 22.00 ACRES
- ㉓ 23.00 ACRES
- ㉔ 24.00 ACRES
- ㉕ 25.00 ACRES
- ㉖ 26.00 ACRES
- ㉗ 27.00 ACRES
- ㉘ 28.00 ACRES
- ㉙ 29.00 ACRES
- ㉚ 30.00 ACRES
- ㉛ 31.00 ACRES
- ㉜ 32.00 ACRES
- ㉝ 33.00 ACRES
- ㉞ 34.00 ACRES
- ㉟ 35.00 ACRES
- ㊱ 36.00 ACRES
- ㊲ 37.00 ACRES
- ㊳ 38.00 ACRES
- ㊴ 39.00 ACRES
- ㊵ 40.00 ACRES
- ㊶ 41.00 ACRES
- ㊷ 42.00 ACRES
- ㊸ 43.00 ACRES
- ㊹ 44.00 ACRES
- ㊺ 45.00 ACRES
- ㊻ 46.00 ACRES
- ㊼ 47.00 ACRES
- ㊽ 48.00 ACRES
- ㊾ 49.00 ACRES
- ㊿ 50.00 ACRES

STANDARD COVENANT FOR STORM WATER DETENTION FACILITY w/BMPs

R.L. Biford & Associates, LLC
 10000 Highway 100, Suite 100
 Jacksonville, Florida 32256
 Phone: 904.251.1111
 Fax: 904.251.1112
 Email: rl@rlbiford.com

INVESTOR'S CERTIFICATION
 I, the undersigned, being the owner of the above described property, hereby certify that the information contained herein is true and correct to the best of my knowledge and belief, and that I am not aware of any facts or circumstances which would render the information herein false or misleading in any material respect.

LEGAL PLAT

AMOUNT OF WORK: 100% COMPLETE

EXHIBIT "C"
 (See Attached)

EXHIBIT "C"

GENERAL NOTES

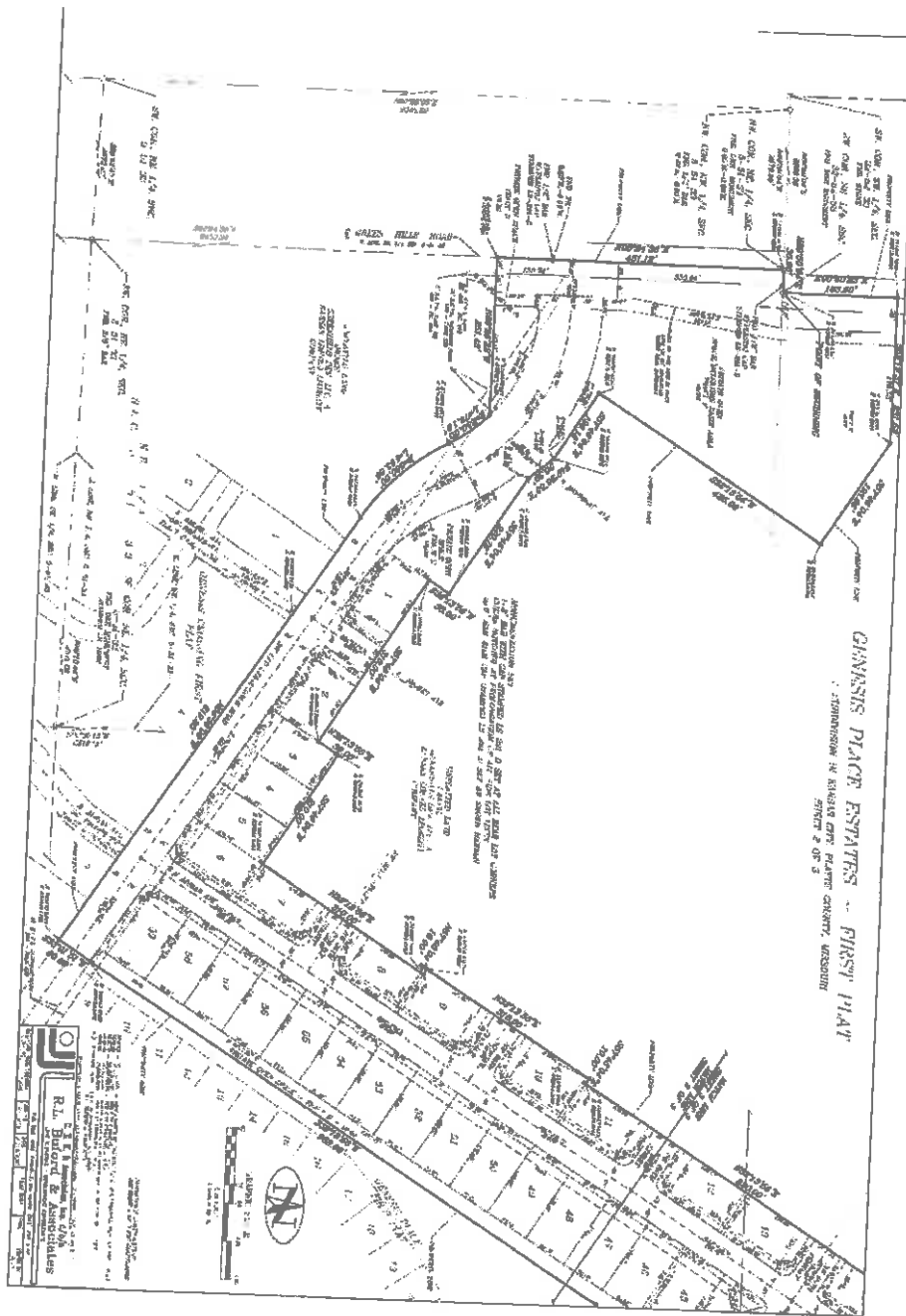
1. THE SITE PLAN IS SUBJECT TO THE CITY OF KANSAS CITY PLAT, PLAT NO. 100,000, 100,001, 100,002, 100,003, 100,004, 100,005, 100,006, 100,007, 100,008, 100,009, 100,010, 100,011, 100,012, 100,013, 100,014, 100,015, 100,016, 100,017, 100,018, 100,019, 100,020, 100,021, 100,022, 100,023, 100,024, 100,025, 100,026, 100,027, 100,028, 100,029, 100,030, 100,031, 100,032, 100,033, 100,034, 100,035, 100,036, 100,037, 100,038, 100,039, 100,040, 100,041, 100,042, 100,043, 100,044, 100,045, 100,046, 100,047, 100,048, 100,049, 100,050, 100,051, 100,052, 100,053, 100,054, 100,055, 100,056, 100,057, 100,058, 100,059, 100,060, 100,061, 100,062, 100,063, 100,064, 100,065, 100,066, 100,067, 100,068, 100,069, 100,070, 100,071, 100,072, 100,073, 100,074, 100,075, 100,076, 100,077, 100,078, 100,079, 100,080, 100,081, 100,082, 100,083, 100,084, 100,085, 100,086, 100,087, 100,088, 100,089, 100,090, 100,091, 100,092, 100,093, 100,094, 100,095, 100,096, 100,097, 100,098, 100,099, 100,100, 100,101, 100,102, 100,103, 100,104, 100,105, 100,106, 100,107, 100,108, 100,109, 100,110, 100,111, 100,112, 100,113, 100,114, 100,115, 100,116, 100,117, 100,118, 100,119, 100,120, 100,121, 100,122, 100,123, 100,124, 100,125, 100,126, 100,127, 100,128, 100,129, 100,130, 100,131, 100,132, 100,133, 100,134, 100,135, 100,136, 100,137, 100,138, 100,139, 100,140, 100,141, 100,142, 100,143, 100,144, 100,145, 100,146, 100,147, 100,148, 100,149, 100,150, 100,151, 100,152, 100,153, 100,154, 100,155, 100,156, 100,157, 100,158, 100,159, 100,160, 100,161, 100,162, 100,163, 100,164, 100,165, 100,166, 100,167, 100,168, 100,169, 100,170, 100,171, 100,172, 100,173, 100,174, 100,175, 100,176, 100,177, 100,178, 100,179, 100,180, 100,181, 100,182, 100,183, 100,184, 100,185, 100,186, 100,187, 100,188, 100,189, 100,190, 100,191, 100,192, 100,193, 100,194, 100,195, 100,196, 100,197, 100,198, 100,199, 100,200.

GENESIS PLACE RESIDENTS - FIRST PLAT
 A SUBDIVISION IN KANSAS CITY, MOULTON ELEVATOR BUILDING
 SHEET 1 OF 2 (SHOWN)

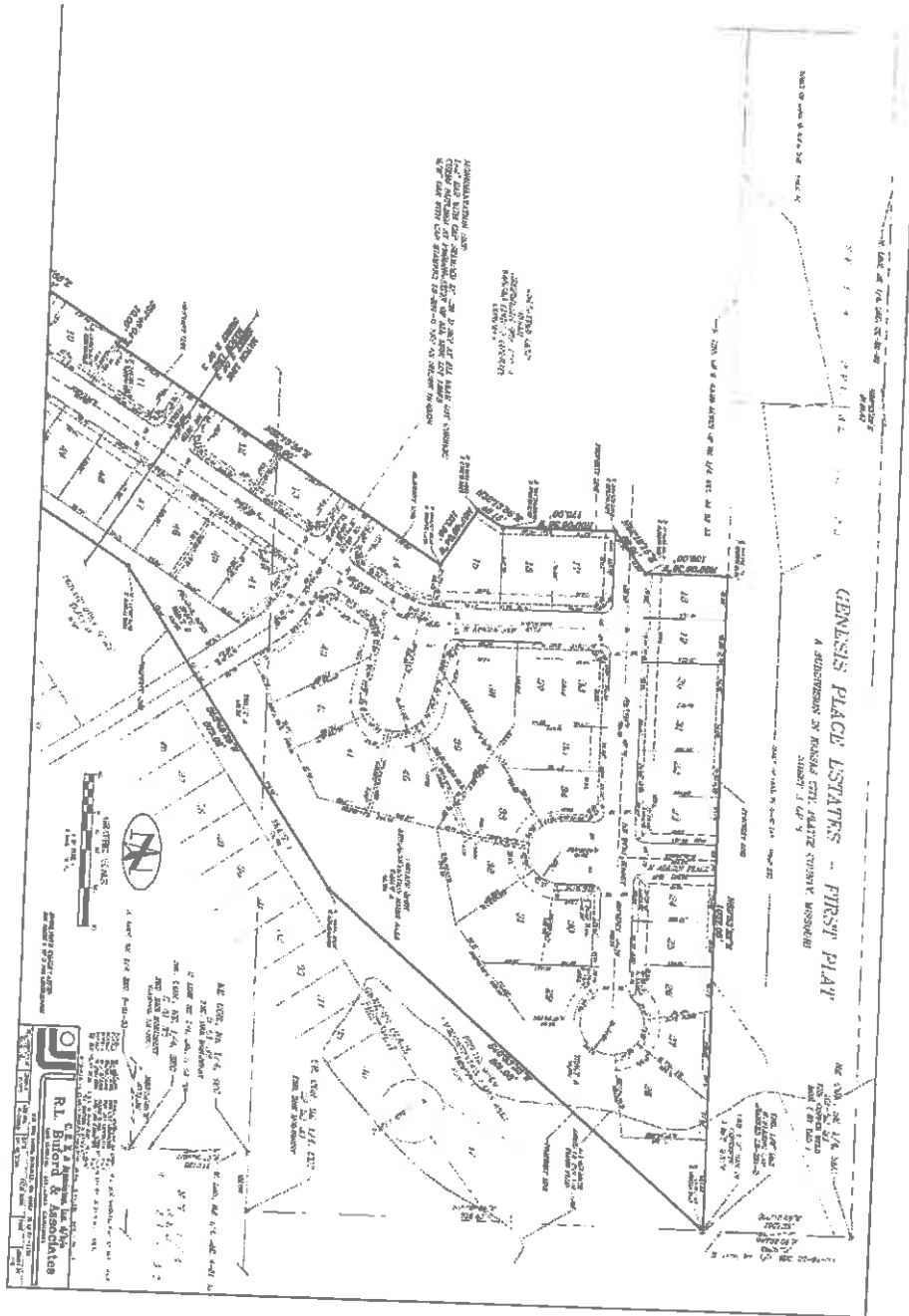
GENERAL NOTES

1. THE SITE PLAN IS SUBJECT TO THE CITY OF KANSAS CITY PLAT, PLAT NO. 100,000, 100,001, 100,002, 100,003, 100,004, 100,005, 100,006, 100,007, 100,008, 100,009, 100,010, 100,011, 100,012, 100,013, 100,014, 100,015, 100,016, 100,017, 100,018, 100,019, 100,020, 100,021, 100,022, 100,023, 100,024, 100,025, 100,026, 100,027, 100,028, 100,029, 100,030, 100,031, 100,032, 100,033, 100,034, 100,035, 100,036, 100,037, 100,038, 100,039, 100,040, 100,041, 100,042, 100,043, 100,044, 100,045, 100,046, 100,047, 100,048, 100,049, 100,050, 100,051, 100,052, 100,053, 100,054, 100,055, 100,056, 100,057, 100,058, 100,059, 100,060, 100,061, 100,062, 100,063, 100,064, 100,065, 100,066, 100,067, 100,068, 100,069, 100,070, 100,071, 100,072, 100,073, 100,074, 100,075, 100,076, 100,077, 100,078, 100,079, 100,080, 100,081, 100,082, 100,083, 100,084, 100,085, 100,086, 100,087, 100,088, 100,089, 100,090, 100,091, 100,092, 100,093, 100,094, 100,095, 100,096, 100,097, 100,098, 100,099, 100,100, 100,101, 100,102, 100,103, 100,104, 100,105, 100,106, 100,107, 100,108, 100,109, 100,110, 100,111, 100,112, 100,113, 100,114, 100,115, 100,116, 100,117, 100,118, 100,119, 100,120, 100,121, 100,122, 100,123, 100,124, 100,125, 100,126, 100,127, 100,128, 100,129, 100,130, 100,131, 100,132, 100,133, 100,134, 100,135, 100,136, 100,137, 100,138, 100,139, 100,140, 100,141, 100,142, 100,143, 100,144, 100,145, 100,146, 100,147, 100,148, 100,149, 100,150, 100,151, 100,152, 100,153, 100,154, 100,155, 100,156, 100,157, 100,158, 100,159, 100,160, 100,161, 100,162, 100,163, 100,164, 100,165, 100,166, 100,167, 100,168, 100,169, 100,170, 100,171, 100,172, 100,173, 100,174, 100,175, 100,176, 100,177, 100,178, 100,179, 100,180, 100,181, 100,182, 100,183, 100,184, 100,185, 100,186, 100,187, 100,188, 100,189, 100,190, 100,191, 100,192, 100,193, 100,194, 100,195, 100,196, 100,197, 100,198, 100,199, 100,200.

{33595 / 69812; 970712. }



Standard Covenant for Storm Water Detention Facility w/BMPs



Standard Covenant for Storm Water Detention Facility w/BMPs

{33595 / 69812; 970712. }

148
35

Recorded in Platte County, Missouri

Recording Date/Time: 11/03/2022 at 09:22:04 AM

Instr Number: 2022014848

Book: 1386 Page: 334

Type: DE DEC

Pages: 35

Fee: \$148.00 N



Grantor: CREEKSIDE LAND LLC

Grantee: VILLAS AT TIFFANY SPRINGS



**PLATTE COUNTY MISSOURI CERTIFICATION
RECORDER OF DEEDS**

NON-STANDARD DOCUMENT

The Recorder of Deeds has added this page to your document
per compliance with State law and you have been charged the fee of \$25.00
for a non-standard Document
RSMo 59.310.3 (effective January 1, 2002)

Gloria Boyer
Recorder of Deeds
415 Third St., Suite 70
Platte City, MO 64079

This Page Is Part Of The Document - Do Not Detach

**DECLARATION OF COVENANTS, RESTRICTIONS,
ASSESSMENTS AND EASEMENTS
OF THE VILLAS AT TIFFANY SPRINGS**

This is the Declaration of Covenants, Restrictions, Assessments and Easements of The Villas at Tiffany Springs made as of 24 day of OCT, 2022.

Recitals

- A. Creekside Land, L.L.C., a Missouri limited liability corporation ("Declarant"), is the owner in fee simple of all of the real property hereinafter described as the "Villa Property" and the improvements thereon and appurtenances thereto.
- B. The Declarant desires to create of this property a site and community of Villa units and commonly owned areas.

Definitions

The terms used in this document shall have these meanings, unless the context requires otherwise:

"Articles" and "Articles of Incorporation" mean the articles of incorporation, filed with the Secretary of State of Missouri, incorporating The Villas at Tiffany Springs or such other association as a Missouri not for profit corporation, as amended from time to time.

"Architectural Review Committee" ("ARC") means the Declarant until the Turnover Date and thereafter (or earlier if determined appropriate by the Declarant) until the Board appoints a committee of three individuals who are Villa Owners and who shall serve terms as may be provided in the Association Bylaws.

"Association" and "The Villas at Tiffany Springs." means the entity created by the filing of the Articles.

"Association Easement Areas" means the land area outside of each Building, including the land beneath a Building, as well as the exterior portions and elements of each Unit to be maintained by the Villa Association according to this Declaration, and including all areas as further described in this Declaration. The Association Easement Areas specifically exclude any portion or element of any Villa or Building which is not part of the exterior elements or portions of any Villa or Building.

"Board" and "Board of Directors" mean those persons who, as a group, serve as the board of directors of the Association.

"Building" means a separate fee simple interest in one side of a Villa (defined below) constructed on the Villa Property and the land contained within the lot containing such Unit as shown on a Certificate of Survey filed in the Recording Office from time to time.

"Bylaws" means the bylaws of the Association, as amended from time to time.

"Certificate of Survey" means plats, plats of survey, certificates of survey, or replats of various parts of the Villa Property filed from time to time with the Recording Office creating Villa Buildings pursuant to this Declaration.

"City" means the City of Kansas City, Missouri.

"Common Areas" means (a) all areas and facilities within the Villa Property designated by Declarant for the general use or benefit of all Owners and occupants of the Villa Property, including any green space, landscaping features; drainage and retention facilities; (b) any land deeded to the Association by or at the direction of Declarant; (c) any easements, leases, licenses or other rights of use granted to the Association by or at the direction of Declarant, and the land or other property which is the subject thereof; and (d) all Buildings, structures and other improvements, fixtures and equipment and other tangible personal property owned by the Association and located on, or used in connection with or forming a part of any of the foregoing; PROVIDED, HOWEVER, the foregoing does not constitute a representation or warranty that any Common Areas so enumerated will exist within the Villa Property. Common Areas shall not include those portions of the Villa Property labeled or described in this Declaration or on the Plat as part of a Building or Unit.

"Completed Units" or "Completed Buildings" (or "Building") means a Unit where the residence is substantially completed and for which a temporary or permanent certificate of occupancy has been issued by the City.

"Declarant" means Creekside Land, L.L.C., a Missouri corporation and its successors and assigns.

"Declaration" means this instrument, by which the Villa Property is subjected to the covenants, restrictions, assessments and easements set forth herein.

"Detention Basins" means all storm water detention facilities and related areas necessary to the function of such facilities, located within the area described as Private Open Space/Detention Basin Area.

"Default Rate of Interest" means an annual rate of interest equal to the lesser of (i) the "prime rate" from time to time published in The Wall Street Journal (with interest hereunder adjusted as and when said prime rate is adjusted) plus 4% per annum, or (ii) the highest lawful rate. If The Wall Street Journal should cease to publish the prime rate, the Association may compute interest hereunder upon the prime rate or similar rate published in another financial periodical selected by the Association.

"Villa" means a housing or residential structure on the Villa Property comprised of two (2) connected Buildings each of which may be a separate fee simple interest as shown on a

Certificate of Survey filed from time to time in the Recording Office for the Villa Property created by this Declaration.

"Villa Instruments" means this Declaration, the Articles, the Bylaws, the Plats, the Certificates of Survey and all rules and regulations adopted by the Board from time to time in accordance with this Declaration or the Bylaws.

"Villa Owner" and "Unit Owners" mean that Person or those Persons owning fee simple title to a Unit. Persons owning fee simple title to a Unit as joint owners, husband and wife as tenants in the entirety or any other form of joint or common interest shall be deemed as one (1) such Owner, entitled to one (1) vote which shall be evidenced by a writing duly executed by all co-tenants or joint owners unless such Owners have first filed with the Declarant or the Association a written election and designation that one of the Owners may bind the other with the one consent.

"Villa Property" means the tract of land hereinafter described, including all buildings, structures and improvements situated thereon, and all easements, rights and appurtenances belonging thereto. The Villa Property is legally described in Exhibit A attached hereto.

"Lot" means any lot as shown as a separate building lot on any recorded plat or replat or any subdivision or split thereof of all or part of the Villa Property upon which a Villa residence has been or will be constructed and as shown on a Certificate of Survey.

"Occupant" means a person lawfully residing in a Unit (Villa), regardless of whether or not that person is an Owner, tenant or otherwise.

"Person" means an individual, corporation, partnership, limited liability company, trust, or other legal entity capable of holding title to real property.

"Plats" means the plats, plats of survey or replats of various parts of the Villa Property filed from time to time with the Platte County Recorder of Deeds' Office.

"Recording Office" means the Office of the Recorder of Deeds of Platte County, Missouri.

"Turnover Date" is defined in Article VIII, Section 7.

"Unit" means a separate fee simple interest in one side (one half) of a Villa Building collectively (i) one of the two separate residential units contained in a Villa that will be, is being or has been constructed on any Lot, and (ii) the portion of the Lot that is allocated to such Unit as defined by the Certificate of Survey.

"Unit owner" and "Unit owners" and "Villa Owner" and "Villa Owners" mean that person or those persons owning the real estate in fee simple on which a Villa Unit is located whether or not such ownership is as joint tenants or as tenants in common.

The Plan

NOW, THEREFORE, Declarant hereby subjects all of the Villa Property to the covenants, restrictions, assessments and easements hereinafter set forth and makes and establishes the following plan for the Villa Property.

ARTICLE I
THE LAND

The legal description of the land constituting the Villa Property, located in the City of Platte City, Platte County, Missouri, is attached hereto as Exhibit A.

ARTICLE II
NAME

The name by which the Villa Property shall be known is "The Villas at Tiffany Springs." The Villa Property may be marketed under any name.

ARTICLE III
PURPOSES: RESTRICTIONS

Section 1. Purpose. This Declaration and the Plat are entered into in order to establish separate individual parcels from the Villa Property to which fee simple interests may be conveyed; to create restrictions, covenants and easements providing for, promoting, and preserving the values of Units and the Common Areas and the well-being of Unit owners and occupants; and to establish a "Unit owners" association to administer the Declaration and the Villa Property, to administer and enforce the covenants, easements, charges and restrictions hereinafter set forth, and to raise funds through assessments to accomplish these purposes.

Section 2. Restrictions. The Villa and the Villa Property shall be benefited by and subject to the following restrictions:

(a) Unit Uses. Except as otherwise specifically provided in this Declaration, no Unit shall be used for any purpose other than that of a residence for individuals living together as a single housekeeping unit, and uses customarily incidental thereto; provided, however, that no Unit may be used as a rooming house, group home, commercial foster home, fraternity or sorority house, or any similar type of lodging, care, treatment or commercial facility. Notwithstanding the foregoing: (i) an occupant maintaining a personal or professional library, keeping personal business or professional records or accounts, conducting personal business (provided that such use does not involve customers, employees, licensees or invitees coming to the Unit), making professional telephone calls or corresponding, in or from a Unit, is engaging in a use expressly declared customarily incidental to residential use and is not in violation of these restrictions; (ii) it shall be the right of Declarant to maintain, during the period of its sale or rental of Units, (A) one or more Units as sales and rental models and offices, and for storage and maintenance purposes, and (B) such other portions of the Villa Property as Declarant may deem necessary, including, without limitation, any community building and the maintenance of a construction trailer, as in the sole opinion of Declarant may be reasonably required, convenient

or incidental to the construction or sale of Unit(s) or the Villa Property, which right may not be limited or revoked without the specific consent of Declarant; and (iii) one or more Units may be maintained for the use of the Association in fulfilling its responsibilities.

(b) Common Area Uses and Association Easement Areas. The Common Areas shall be used in common by all Unit owners and occupants and their agents, servants, customers, invitees and licensees, in accordance with the purposes for which they are intended, reasonably suited and capable, and as may be required for the purposes of access, ingress to, egress from, use, occupancy and enjoyment of Units. Unless expressly provided otherwise herein, no Common Areas shall be used for any purpose other than the health, safety, welfare, convenience, comfort, recreation or enjoyment of Unit owners and occupants. Except as otherwise provided in this Declaration, the Association Easement Areas shall be used in common by the Association, the Board of Directors, its Officers and agents, servants, invitees and licensees, in accordance with the purposes for which they are intended, reasonably suited and capable, and as may be required for the purposes of access, ingress to, egress from, use, maintenance and repair of Buildings. Unless expressly provided otherwise herein, no Association Easement Areas shall be used for any purpose other than the health, safety, welfare, convenience, comfort, recreation or enjoyment of Building Owners and occupants and in the enforcement of the maintenance obligations herein specified.

(c) Visible Areas.

(i) Nothing shall be caused or permitted to be hung or displayed on the outside or inside of windows (except interior inoffensive drapes, curtains, or louvered blinds which, from exterior observation, must be white, beige or gray, or as otherwise authorized by the Board) or placed on the outside walls of a building or otherwise outside of a Unit, or any part thereof.

(ii) No awning, canopy, flag (excluding, of course, the flag of the United States of America), shutter, or any other device or ornament, shall be affixed to or placed upon an exterior wall or roof or any part thereof, or the exterior of any door or window, or in, on, or over a patio, porch or balcony, visible to the exterior, unless authorized by the Board or the Declarant.

(iii) No outside antenna, satellite dish, or other device for the reception or transmission of radio or television or other electronic signals shall be erected or maintained on any Lot or upon the exterior of any Unit, without prior written approval of the Board or the Declarant, and then only in such places and under such conditions as are expressly authorized by the Board or the Declarant. The Board and the Declarant shall have the power to limit the size of the device and require such specific areas and methods of placement of any such device as it deems appropriate in order to render the installation as inoffensive as possible to other Unit owners and occupants. In the event these limitations, or any part thereof, are deemed unlawful or contrary to the applicable Federal Communications Commission Rules and Regulations, the Board and the Declarant reserve the right to regulate the placement of such devices in a manner not in violation of the law.

(iv) No speaker, horn, whistle, siren, bell or other sound device shall be located, installed or maintained upon the exterior of any residence or in any yard, except voice intercoms and devices used exclusively for security purposes.

(v) No artificial flowers, trees or other vegetation shall be permitted on the exterior of any residence or in the yard.

(vi) No lights or other illumination (other than street lights) shall be higher than the residence. Colored lights shall not be permitted except for holiday decorative lighting during the period from Thanksgiving Day through January 15.

(vii) No shed, barn, detached greenhouse or outbuilding, storage building, basketball court, basketball goal or basket (either temporary or permanent) or other sports court of any kind, play sets, swing sets, sport courts, flag poles, animal run, trampoline, tree house or batting cage or clothesline shall be erected upon, moved onto or maintained upon any Lot or Association Easement Area. Any animal house must be located within the fenced-in patio area of the Unit.

(viii) No garage sales, estate sales, sample sales or similar activities shall be held other than as part of a neighborhood event approved by the Board.

(ix) No bird baths, statues or other lawn art or structures shall be permitted on the exterior of any Building or in any Association Easement Area without the prior written consent of the Board or as may be permitted by rules and regulations adopted by the Board. No lawn art may obstruct or interfere with the maintenance activities of the Villa Association within the Association Easement Areas, and the Villa Association and its contractors shall have absolutely no liability with respect to any damage to any lawn art caused by such maintenance activities. Bicycles, toys and children's paraphernalia shall not be permitted to be stored or left in yard areas after usage, and in any event shall be removed before 8:00 p.m. each day.

(d) Offensive Activities; Trash. No noxious or offensive activity shall be carried on with respect to any Unit, or upon the Common Areas, nor shall any Unit or Common Area be used in any way or for any purpose which may endanger the health of or unreasonably disturb any occupant. No trash, refuse, or garbage can or receptacle shall be placed on any Unit outside a residence, except after sundown of the day before or upon the day for regularly scheduled trash collection.

(e) Garages and Vehicles.

(i) Garage doors shall remain closed at all reasonable times except when necessary.

(ii) Unlicensed or inoperative motor vehicles are prohibited, except in an enclosed garage.

(iii) Overnight parking of motor vehicles, trailers or similar apparatus of any type or character in Association Easement Areas (other than on driveways directly in front of a Unit and designated off-street parking areas) or on any street is prohibited. No vehicle (other than an operable passenger automobile, passenger van or small truck), commercial truck or van, bus, boat, trailer, camper, mobile home, or similar apparatus shall be left or stored overnight in the Villa Property, except in an enclosed garage or as permitted below. No motor vehicle shall be parked in any designated off-street parking area or any driveway for more than fourteen (14) days. No vehicle from one Unit shall

park on the driveway of another Unit, or on a common driveway directly in front of another Unit (without the consent of the Occupants of that other Unit). No vehicle shall be left on any driveway shared by any Units so as to block the entry or exit of vehicles from another Unit.

(iv) Trucks or commercial vehicles with gross vehicle weight of 12,000 pounds or over are prohibited except during such time as such truck is actually being used for the specific purpose for which it is designed.

(v) Recreational motor vehicles of any type or character are prohibited except:

(A) Storing in an enclosed garage;

(B) Temporary parking for the purpose of loading and unloading (maximum of one overnight every fourteen [14] days); or

(C) With prior written approval of the Board.

(vi) The Board may enforce such restrictions by levying enforcement charges, having such vehicles towed away, or taking such other lawful actions as it, in its sole discretion, deems appropriate.

(f) Renting and Leasing. No Unit or part thereof shall be used for transient or hotel purposes, which are defined as: (i) rental of less than one (1) year duration or under which occupants are provided customary hotel services such as room service for food and beverages, maid service, the furnishing of laundry and linen, busboy service, and similar services; or (ii) rental to roomers or boarders, that is, rental to one or more persons of a portion of a Unit only. No lease may be of less than an entire Unit. Any lease agreement shall be in writing, shall be accompanied by a copy of this Villa Declaration and the Association Rules and Regulations, shall require that the tenant and other occupants comply with all provisions of the Villa Declarations, shall provide that the lease shall be subject in all respects to the provisions of the Villa Declarations, and to the rules and regulations promulgated from time to time by the Board, and shall provide that the failure by the tenant to comply with the terms of the Villa Instruments shall be a default under the lease. Prior to the commencement of the term of a lease, the Unit owner shall notify the Board, in writing, of the name or names of the tenant or tenants and the time during which the lease term shall be in effect and provide the Board with a copy of the executed lease. Notwithstanding the existence of a lease, the Unit owner shall remain liable for all obligations, including, without limitation, the payment of dues, under this Declaration with respect to the Unit.

(g) Signs. No sign of any kind shall be displayed to the public view on the Villa Property except: (a) on the Common Areas, signs regarding and regulating the use of the Common Areas, provided they are approved by the Board; and (b) on the Common Areas and model Units, signs advertising the sale and/or rental of Units by the Declarant or its designee during the period of its initial sale and rental of Units. No other "for sale" or "for lease" signs shall be permitted. One political sign per candidate or issue, not to exceed a total of five square feet, is permitted on the Lot for up to three weeks before the election but must be removed within 24 hours after the election. If these limitations on the use of signs, or any part thereof are determined to be unlawful, the Board reserves the right to regulate the use of signs in a manner not in violation of law.

- (h) Maintenance and Replacements. Except for the specific items listed herein as the Association's responsibility, each Unit owner shall properly maintain the owner's Unit in a neat, clean and orderly fashion and in good condition and repair at all times. All replacements of all or any portion of a completed structure because of age, casualty loss or other reason shall be of the same materials, location and elevation as the original structure unless and until the changes thereto have been submitted to and approved in writing by the Board. Any building erected to replace an existing building containing Units shall be of new construction, be of comparable structure type, size, design and construction to that replaced, and shall contain the same number of Units of comparable size to the Units in the building replaced.
- (i) Structural Integrity. Nothing shall be done in any Unit, or in, on or to the Common Areas, which may impair the structural integrity of any improvement.
- (j) Construction in Easements. No structure, planting or other material shall be placed or permitted to remain within the easements for the installation and maintenance of utilities and drainage facilities which may damage or interfere with the installation and maintenance of utility lines or which may change the direction of the flow of drainage channels in the easements or which may obstruct or retard the flow of water through drainage channels in the easement areas. The utility facilities within the easement areas shall be subject to the right of the Association to maintain the same, and its right to delegate that right to a public authority or utility.
- (k) Construction in Detention/Drainage Easements. No fence, wall, planting, building or other obstruction shall be placed or permitted to remain within a detention area. Nothing may be done that may change the direction of the flow of drainage channels in the easements or which may obstruct or retard the flow of water through drainage channels in the easement areas. Drainage facilities shall be maintained as permanent open space by the Association.
- Animals. Except as hereinafter provided, no animals, livestock or poultry of any kind shall be raised, bred or kept in any Unit or on the Common Areas or Association Easement Areas. Animals are not to be raised, bred or kept for commercial purposes or for fur, clothing or food. Without limiting the foregoing, it is the general purpose of these provisions to restrict the use of the Villa Property so that no person shall permanently or temporarily quarter in the Villa mammals or animals (domesticated, household or otherwise) that may interfere with or threaten the quietude, health or safety of the community, as determined by the Association.
- Notwithstanding the foregoing, no more than three (3) household domestic pets, not bred or maintained for commercial purposes, may be maintained in a Unit, provided that: (i) the maintaining of animals shall be subject to such rules and regulations as the Board may from time to time promulgate, including, without limitation, restrictions on the size, number and type of such pets, and the right to levy enforcement charges against persons who do not clean up after their pets; and (ii) the right of an occupant to maintain an animal in a Unit shall be subject to termination if the Board, in its full and complete discretion, determines that maintenance of the animal constitutes a nuisance or creates a detrimental effect on the Villa or other Units or occupants. Pets must be restrained or confined on the backyard portion of Owner's Lot inside a fenced area (which may be in the form of a so-called "invisible" electric fence) or within the residence. Dog runs are not permitted. All Lots shall be kept clean and free of pet waste and

debris. All animals shall be properly tagged for identification and shall be properly vaccinated, bathed and otherwise kept clean to avoid health or safety risks and concerns.

(m) Conveyances. Each Unit shall be conveyed or transferred (voluntarily or involuntarily) as a separately designated and legally described fee simple estate subject to the terms, conditions and provisions hereof. The right of a Unit owner to sell, transfer or otherwise convey that owner's Unit is not subject to any right of first refusal, and any Unit owner may transfer that owner's Unit free of any such limitation. To enable the Association to maintain accurate records of the names and addresses of Unit owners, each Unit owner agrees to notify the Association, in writing, within five days after an interest in that Unit owner's Unit has been transferred to another person. In addition, each Unit owner agrees to provide to a purchaser of that owner's Unit a copy of all Villa Instruments.

(n) Discrimination/Handicapped Accommodation. No action shall at any time be taken by the Association or its Board which in any manner would discriminate against any Unit owner in favor of another. In addition, notwithstanding any provision hereof, or any rule or regulation, the Board shall make reasonable accommodation if necessary to afford a handicapped person equal opportunity to use and enjoy the Common Areas, provided, that nothing contained herein shall be construed to mean or imply that any such accommodation be at the cost of the Association.

(o) Architectural Control. Following the completion of construction of any Unit, no significant landscaping change or any exterior addition or alteration shall be made thereto unless and until the plans and specifications showing the nature, kind, shape, height, materials, color and location of the same shall have been submitted to and approved in writing by the ARC. However, no such approval of the ARC shall be required for the Declarant to construct the Units and Common Areas.

(p) Rules and Regulations. In addition to adopting and enforcing rules and regulations in the instances specifically mentioned, the Board may, from time to time, adopt and enforce such further reasonable rules and regulations including, without limitation, a fining policy, as it deems necessary or desirable to promote harmony, to serve the best interests of the Unit Owners, as a whole, and the Association, and to protect and preserve the nature of the Villa and the Villa Property. A copy of all rules and regulations, and amendments thereof, shall be furnished by the Board to the Owners of each Unit prior to the time when the same shall become effective.

(q) Fines and Other Enforcement. The Board may enforce all of the foregoing restrictions, rules and regulations by establishing and levying fines and other enforcement charges, having vehicles, trailers or other apparatus towed away at the expense of the owner, Building Owner, or Occupant, and/or taking such other lawful actions as the Board, in its sole discretion, deems appropriate.

3.3 Enforcement of Restrictions. Any violation by a Building Owner or Occupant or with respect to a Unit or Building of any rule or regulation adopted by the Villa Association, or the breach of any restriction, covenant or provisions contained in this Declaration, shall give the Declarant or the Villa Association the right, in addition to all other rights set forth herein:

(i) To establish and assess monetary fines as a special Building assessment upon the offending Building Owner or Occupant, and the Building in such amounts as the Board deems necessary to effect compliance with the requirements;

(ii) To enter upon the portion of the Villa Property upon which or as to which such violation or breach exists and to summarily abate and remove, or repair and maintain, at the expense of the offending Building Owner or Occupant as a special Building assessment, any structure, thing or condition which may exist thereon, contrary to the intent and meaning of the provisions hereof, and the Declarant, the Villa Association, or their successors, assigns or agents shall not thereby be deemed guilty in any manner of trespass. Notwithstanding the foregoing, the Declarant and the Villa Association shall have no right or authority to alter or demolish any items of construction without institution of judicial proceedings. So long as the Villa Association (or the Declarant as applicable), its agents, servants or employees exercise reasonable care in the performance of such repairs, maintenance or alterations, they shall not be liable to the offending Building Owner for any damages caused in so doing. The costs of such work shall be collected from the offending Building Owner or Occupant as a special Building assessment in the same manner as other assessments. In addition, the Villa Association or its representatives, together with emergency personnel, shall have an immediate right to access to all Buildings in the owners' absence under emergency conditions;

(iii) To enjoin abate or remedy the continuance of any breach by appropriate legal proceedings, either at law or in equity; and/or

(iv) To recover from the offending Building Owner or Occupant in any legal proceedings to enjoin, abate or remedy a breach, all costs of such action, including court costs and reasonable attorneys' fees.

ARTICLE IV IMPROVEMENT DESCRIPTIONS

Section 1. Residential Buildings. There will be up to 80 residential Villa buildings containing two (2) Units per Building, as part of the Villa Property making a total of 160 Units. The residential Buildings are of traditional architectural style, of two stories, with basements and garages. These buildings are of wood frame construction, with wood or vinyl siding, and composition shingle roofs. The principal materials of which these buildings are constructed shall be with wood, glass, concrete, brick, composition shingle, and drywall as approved in writing by the Declarant and after the Turnover Date, the Association. After the Turnover Date and prior to commencement of construction of any Villa, the Board shall approve in writing the location, construction plans and all constituent materials of any Villa to be constructed on the Villa Property. The Villages will be located and configured as shown on the recorded Certificates of Survey.

Section 2. Other. Each Unit will have a private exterior entrance and a driveway immediately in back of the attached garage which is part of that Unit. In addition, the Common Areas may include entry monuments and green and landscaped areas. Declarant shall have the right to add and designate additional Common Areas from time to time in its discretion.

ARTICLE V
VILLA ASSOCIATION OBLIGATIONS

The Villa Association shall be obligated to own and maintain the Common Areas, including without limitation Tract A, Tract B and Tract C (as shown on the Plat) and enforce this Declaration within the Villa Property.

ARTICLE VI
UNITS/VILLAES

Section 1. Unit/Villa Designations. Each of the dwelling units, each of which is called a "Unit", is or will be designated by a Lot number shown on the Plat on which that Unit is located.

Section 2. Composition of Units.

- (a) Unit Composition. Each Unit constitutes a single fee simple estate and consists of real estate within the boundaries designated for that Unit on the Certificate of Survey and the Plat, and all improvements located thereon. Without limiting the generality of the foregoing, or, as appropriate, in addition, each Unit shall include:
- (1) the portion of the building and improvements located within the boundaries designated for that Unit on the Plat;
 - (2) all fixtures and appliances installed for the exclusive use of that Unit, including, without limiting the generality hereof, built-in cabinets, dishwashers, garbage disposal units, refrigerators, stoves and hoods, gas furnaces, hot water heaters, heat pumps, and/or air conditioning units (even though located outside the bounds of a Unit), and components of the foregoing, if any;
 - (3) all plumbing, electric, heating, cooling and other utility or service lines, pipes, wires, ducts, conduits and apparatus, wherever located, which serve only that Unit;
 - (4) the Building structure itself, including the exterior walls and roof, and the air space within each Building constructed on the Villa Property, and the land beneath such Building as shown on a Certificate of Survey filed in the Recording Office from time to time. A Building shall include all interior floors and walls as shown on the Certificate of Survey, and all elements within such interior walls and floors;
 - (5) non-exclusive easements for the use of the Association Easement Areas, including, without limitation, an unrestricted ingress and egress to the Building that is perpetual and passes with the Building upon transfer of ownership of the Building; and
 - (6) all areas outside the Building and improvements located within the boundaries of the Lot designated on the Plat including, without limitation, the driveway, lawn, and landscaping within the Lot boundary.

Section 3. Villa Party Walls. Each wall which is built as a part of the original construction of the Units upon the Villa Property and placed on the dividing line between two or more Units shall constitute a Villa party wall, and, to the extent not inconsistent with the

provisions of this Declaration, the general rules of law regarding Villa party walls and liability for property damage due to negligence and willful acts or omissions shall apply thereto.

(a) The reasonable repair and maintenance of a party wall not covered by insurance shall be shared by the Unit owners who make use of the wall in proportion to such use.

(b) Notwithstanding any other provision of this Declaration, any Unit owner who by his, her or its negligence or willful act causes the party wall to be exposed to the elements shall bear the entire cost of furnishing the necessary protection against such elements.

(c) The right of any Unit owner to contribution from any other Unit owner with respect to the obligations relating to party walls shall be considered an appurtenant right and pass to any and all successors in interest to the title of such Unit.

(d) The boundary line between Units which share a party wall is and shall be deemed to be the center line of the wall regardless of the actual location of the platted boundary line.

ARTICLE VII COMMON AREAS & ASSOCIATION EASEMENT AREAS

Section 1. Common Areas — Description. All areas and facilities within the Villa Property designated by Declarant for the general use or benefit of all Owners and occupants of the Villa Property, except those portions labeled or described in this Declaration or on the Plats as a part of a Unit.

Section 2. Interest in Common Areas. The Association shall have a blanket easement over, under, and/or through the Common Areas to maintain, repair, and replace all improvements constituting the Common Areas. Each Unit Owner shall be responsible for the "common expenses" as allocated among all of the Completed Units on an equal basis per Completed Unit as assessed by the Association. No Unit owner may waive or release any liability for common expenses. Further, the rights in the Common Areas shall not be separated from the Unit to which it appertains.

Section 3. Association Easement Areas — General Description. The Association Easement Areas shall also include all Building exterior lighting. All Building exterior lighting, however, shall be for the exclusive use of the Building Owner to which it is appurtenant. The Association Easement Areas may, but are not required to include entry monuments and related landscaping. Association Easement Areas shall include all street lighting (if any that is not owned by local governmental authorities) water sprinkler systems, paved streets (not otherwise maintained by local government authorities), driveways, parking areas, yards, and green areas. The Declarant and the Villa Association shall have the right to alter and improve the Association Easement Areas. No Building Owner or Occupant may alter or improve the Association Easement Areas in any manner. The Declarant and Villa Association shall have the right to cause certain of the entry monuments, green areas and other Association Easement Areas to be owned and maintained by, and/or subject to an easement in favor of the City or other governmental authorities.

Section 4. Use of Association Easement Areas. The Association Easement Areas shall be for the use and benefit of each Building and Building Owner. The Villa Association

shall have a blanket easement over, under, and/or through the Association Easement Areas to maintain, repair, and replace all improvements constituting the Association Easement Areas. Each Building Owner shall be responsible for the "common expenses" as allocated among all of the Completed Buildings pursuant to the formula established by the Association. No Building Owner may waive or release any rights in the use of Association Easement Areas or any liability for common expenses. Further, the rights to use and benefit of the Association Easement Areas shall not be separated from the building to which such appertain.

ARTICLE VIII
HOMEOWNERS ASSOCIATION

Section 1. Establishment of Association. The Association has been formed or will be formed by the Declarant to serve as the Unit owners' Association. The Declarant shall have no obligation to pay dues.

Section 2. Membership and Voting Rights.

(a) Until the Turnover Date, the Villa Association shall have two classes of membership, namely Class A and Class B. The Declarant shall be the sole Class A member. Each Building Owner, including the Declarant as an owner, shall be a Class B member. Until the Turnover Date, all voting rights of the members shall be held by the Class A member, except that the Class B members shall have the sole right to vote on matters described in Section 10(certain elections not to restore). After the Turnover Date, there shall be one class of membership, Class B.

(b) Class B shall consist of the Building Owners and every such Building Owner shall be a member. Each Class B member shall have one vote per Building owned; provided, however, that when more than one person or entity is an owner of any particular Building, all such persons or entities shall be members and the votes for such Building shall be exercised as they, among themselves, shall determine, but in no event shall more than one vote be cast with respect to such Building. For example, if an Owner owned an entire Villa which contains two Buildings, that Owner would be entitled to two votes. If an Owner only owned one Building within the Villa, the Owner would be entitled to one vote.

(c) The foregoing is not intended to include persons or entities holding an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Building, and transfer of ownership of a Building shall automatically transfer membership to the transferee.

(d) Subject to the foregoing, the Villa Association shall be the sole judge of the qualifications of each Building Owner to vote and their rights to participate in its meetings and proceedings. The Board, from time to time, may suspend the right of a member to vote with respect to his, her, or its Building for failure to pay assessments when due, or for failure to observe other of the terms of the Villa Instruments pursuant to rules and regulations duly adopted by the Board from time to time.

Section 3. Board of Directors. The Board initially shall consist of three (3) persons named as the initial directors by the Declarant. After the Turnover Date, the Board shall consist of five (5) persons, elected by the members pursuant to the provisions of the Articles and Bylaws of the Villa Association. As soon as possible after the Turnover Date, the Villa Association shall hold a meeting of its members, and all Building Owners shall elect five (5) directors to replace all of those directors earlier elected or designated by the Declarant. The terms of the five (5) directors shall be staggered so that the terms of two (2) or three (3) of the directors will expire and successors will be elected at each annual meeting of the Villa Association. Thereafter, at such annual meetings, successors to the directors whose terms then expire shall be elected to serve two-year terms. Notwithstanding the foregoing, after the Turnover Date, a majority vote of the members, may, from time to time, change the number and terms of directors, provided, that in any such event the terms of at least one-third of the directors shall expire annually and the Board shall consist of a minimum of three (3) persons. Notwithstanding anything contained in the preceding herein or elsewhere in this Declaration to the contrary, prior to the Turnover Date, the Declarant shall be entitled to appoint all of the members of the Board of Directors.

Section 4. Indemnification.

(a) To the fullest extent permitted by law, the Association shall indemnify each officer and director of the Association, and Declarant (each, an "Indemnified Party") against all claims, liabilities, damages, costs and expenses, including reasonable attorneys' fees, incurred by the Indemnified Party in connection with any action taken pursuant to, or in connection with this Declaration, provided the Indemnified Party did not act, fail to act or refuse to act willfully, in a grossly negligent manner or with fraudulent or criminal intent in the performance of the Indemnified Party's duties. The foregoing rights of indemnification shall be in addition to and not exclusive of all other rights to which any Indemnified Party may be entitled at law or otherwise.

(b) To the fullest extent permitted by law, neither Declarant nor any officer or director of the Association shall be liable to any Owner or to the Association or anyone claiming by, through or under any Owner or the Association for any damages suffered or claimed on account of any decision, course of action, inaction, omission, error or negligence taken or made in good faith and which Declarant, such officer or director reasonably believed to be within the scope of his or its duties.

Section 5. Authority of Board. The Board shall have all authority to manage, maintain, repair, replace, alter and improve the Common Areas and the exterior portions of the Units and assess and collect funds for the payment thereof and to do all things, and exercise all rights provided by the Villa Instruments that are not specifically reserved to Unit owners. In addition to the powers granted by other portions of this Declaration or by law but subject to all of the limitations set forth in this Declaration, the Association, acting through the Board, shall have the power and authority to do and perform all such acts as may be deemed necessary or appropriate by the Board to carry out and effectuate the purposes of this Declaration, including, without limitation:

(a) To enforce, in the Association's name, any and all building, use or other restrictions, obligations, agreements, reservations or assessments which have been or hereafter may be imposed upon any of the Units; provided, however, that this right of enforcement shall

not serve to prevent waivers, changes, releases or modifications of restrictions, obligations, agreements or reservations from being made by the Association or other parties having the right to make such waivers, changes, releases or modifications under the terms of the deeds, declarations or plats in which such restrictions, obligations, agreements and reservations are set forth. The expense cost of any such enforcement proceedings by the Association shall be paid out of the general funds of the Association, except as herein provided. Nothing herein contained shall be deemed or construed to prevent the Declarant or any Unit owner from enforcing any building, use or other restrictions in its or his own name.

(b) To acquire and own title to or interests in, to exercise control over, and to improve and maintain the Common Areas, subject to the rights of any governmental authority, utility or any other similar person or entity therein or thereto.

(c) To maintain public liability, worker's compensation, fidelity, fire and extended coverage, director and officer liability, indemnification and other insurance, if necessary, with respect to the activities of the Association, the Common Areas and the property within the Villa Property.

(d) To levy the assessments and related charges which are provided for in this Declaration and to take all steps necessary or appropriate to collect such assessments and related charges.

(e) To enter into and perform agreements from time to time with the Declarant and other parties regarding the performance of services and matters benefiting both the Declarant and the Association and its members and the sharing of the expenses associated therewith. To enter into and perform agreements with the Declarant, other developers, other homes associations, and other parties relating to the joint use, operation and maintenance of any recreational facilities and other similar common areas, whether in or outside the Villa Property, and the sharing of expenses related thereto.

(g) To have employees and otherwise engage the services of a management company or other person or entity to carry out and perform all or any part of the functions and owners of the Association, including, without limitation, keeping of books and records, operation and maintenance of Common Areas, and planning and coordination of activities.

(h) To engage the services of a security guard or security patrol service.

(i) To provide for the collection and disposal of rubbish and garbage; to pick up and remove loose material, trash and rubbish of all kinds in the Villa Property; and to do any other things necessary or desirable in the judgment of the board to keep any property in the Villa Property neat in appearance and in good order if not provided by the City.

(j) To exercise any architectural, aesthetic or other control and authority given and assigned to the Association in this Declaration or in any other deed, declaration or plat relating to all or any part of the Villa Property and to assign and delegate such control and authority to the ARC, subject to the Association Bylaws.

(k) To make, amend and revoke reasonable rules, regulations, restrictions and guidelines (including, without limitation, regarding the use of Common Areas) and to provide means to enforce such rules, regulations and guidelines, including, without limitation, the establishment and collection of monetary fines for violations of this Declaration and such rules, regulations and guidelines.

(l) To exercise such other powers as may be set forth in the Articles of Incorporation or Bylaws of the Association.

Section 6. Delegation of Authority; Management Contracts. The Board may delegate all or any portion of its authority and including the authority of the ARC to a managing agent, which may be the Declarant or an affiliate of the Declarant. This delegation of authority and responsibility to a managing agent may be evidenced by one or more management contracts which may provide for the payment of reasonable compensation to such managing agent as a common expense, provided, however, that any agreement for professional management shall be terminable by the Association for cause on no more than thirty (30) days' written notice; shall be terminable by either party without cause and without penalty, on not more than ninety (90) days' written notice; shall not exceed one year unless renewed by agreement of the parties for successive one-year periods; and shall be bona fide and commercially reasonable at the time entered into under the circumstances then prevailing. The Association also shall have the authority to enter into contracts with Declarant or an affiliate of Declarant for goods, services, or for any other thing, including, without limiting the generality of the foregoing, contracts for the providing of maintenance and repair services, provided the same are bona fide and commercially reasonable to the Unit owners at the time entered into under the circumstances then prevailing.

Section 7. Control of Association by Declarant. Notwithstanding anything in this Article VIII or elsewhere in this Declaration to the contrary, Declarant shall have and maintain absolute and exclusive control of the Association, including appointment and removal in Declarant's sole discretion of all officers of the Association and members of the Board of Directors, until the date (the "Turnover Date") which is the earlier of (a) the expiration of fifteen (15) years from the date of recording of the most recent plat affecting the Villa, or (b) the effective date designated by Declarant in a notice to the members of the Association stating that Declarant relinquishes control. Until the Turnover Date, Declarant will be entitled to cast all votes with respect to the election and removal of all officers of the Association and the Board of Directors and with respect to any other matter requiring the vote or approval of members of the Association as set forth herein or in the Association's Articles of Incorporation or Bylaws and to establish dues and assessments. Notwithstanding the foregoing, or any other provision to the contrary set forth in this Declaration, if at the occurrence of the Turnover Date, Declarant continues to own any Lots in the Villa Property, then so long thereafter as Declarant continues to own Lots in the Villa Property, Declarant shall have the sole and exclusive authority to appoint all of the members of the Architectural Review Committee and provide for and determine such members' terms.

ARTICLE IX
MAINTENANCE AND REPAIR: ASSOCIATION RESPONSIBILITIES

Section 1. Villa Association Duties and Responsibilities. The Villa Association:

(a) may maintain, repair and replace all improvements constituting a part of the Association Easement Areas; all trunk, branch and common utility lines, all common sewer lines within the Villa Property (including, without limitation, all sanitary sewer service lines within each Building) and if determined appropriate by the ARC, from the applicable manhole or the point of connection at the main line to the entry point into the applicable Building;

(b) shall provide lawn care, consisting of mowing, edging, fertilizing and weed control of grass areas, trimming and replacement of all bushes, and trimming of all trees, within the front yards within the Association Easement Areas;

(c) shall provide for spring start-up, winterization, and repair, maintenance and water for the use of all lawn sprinkler systems;

(d) shall establish, maintain and expend reserve funds for the future repair and replacement of the Association Easement Areas;

(e) may notify Building Owners when any repair or replacement is required on portions of the Building including, without limitation, repair or replacement of any windows, exterior doors, siding or exterior façade materials, repairs and replacement of Buildings' roofs and gutters, garage doors, decks, porches, stoops, patios, sidewalks and driveways, and for painting of exterior painted surfaces;

(f) may, to the extent not provided as a service by any governmental authority, provide or direct the Building Owners and Occupants as to provision for the collection and disposal of rubbish and garbage from each Completed Building subject to assessment. The Villa Association, however, shall not be obligated to provide recycling or trash services; and

(g) may, to the extent not provided as a service by any governmental authority, maintain, repair and replace any storm water facilities on the Villa Property, if any. The Board, in its discretion, shall determine the scope and timing of the foregoing services and functions of the Villa Association and shall determine the amounts of the foregoing reserves. Neither the Declarant nor the Villa Association nor any member of the Board shall have any liability to any Building Owner or other person if the reserves established or maintained for any of the foregoing responsibilities are inadequate or for any decision or election by the Board in respect of the exercise (or lack thereof) or the duties and responsibilities. The Board, in its discretion, may cause the Villa Association to provide other exterior maintenance services for the Buildings that are not part of the required services described above and assess the Building Owners for the costs thereof. Except to the extent that a loss is actually covered by insurance proceeds from insurance maintained by the Villa Association, the Villa Association shall not (but it may elect to) have any responsibility to repair the exterior or interior of any Building, or component thereof, or personal property within any Building. The Villa Association shall not have responsibility for the repair of any damage caused by the gross negligence or willful misconduct of a Building Owner or its family members, tenants, guests or contractors (which repair shall be the responsibility of the Building Owner).

Section 2. Building Owner Responsibilities. Subject to the Villa Association's obligations to repair and/or replace specific items in the event of a casualty loss covered by insurance maintained by the Villa Association, each Building Owner shall repair and maintain in good condition at all times the exterior and interior of the Building, and all components thereof, owned by that Building Owner. Without limiting the generality of the foregoing, this repair and maintenance responsibility of a Building Owner shall include, without limitation, repair maintenance and replacement of all appliances, all plumbing fixtures and electrical fixtures, and all windows, screens, screen doors, and other exterior doors, including the frames, sashes and jambs, and the hardware therefor, siding or exterior facade materials, repair and replacement of Buildings' roofs and gutters, garage doors, decks, porches, stoops, patios, sidewalks and driveways, and for painting of exterior painted surfaces. Except for those specific items listed as a Villa Association responsibility in herein, each Building Owner shall repair and maintain in

good condition at all times the exterior facades of the Building, and all air conditioning of Buildings, utility meters, heat pumps and chimneys and flues. In the event a Building Owner fails to timely make a repair or perform maintenance required of that Building Owner, or in the event the need for maintenance or repair of any part of the Association Easement Areas (including, without limitation any trunk or branch utility or sewer lines) or other improvements is caused by the negligent or intentional act of any Building Owner or Occupant, or is as a result of the failure of any Building Owner or his, her or its predecessors in title to timely pursue to conclusion a claim under any warranty, express or implied, or imposed by law, the Villa Association may perform the same, and to the extent the costs of such repair or maintenance is not covered by actual insurance proceeds paid by the Villa Association's insurance, whether because of a deductible, exclusion or otherwise, the costs thereof shall constitute a special individual Building assessment, as hereinafter defined, on such Building Owner's Building and on such Building Owner. The determination that such maintenance or repair is necessary, or has been so caused by the Building Owner, shall be made by the Board or by the ARC if such determination is delegated to it by the Board.

Section 3. Trash Services. To the extent not provided as a service by any governmental authority, the Association may provide, one day per week, for the collection and disposal of rubbish and garbage from each Unit subject to assessment.

ARTICLE X UTILITY SERVICES

Each Unit owner by acceptance of a deed to a Unit agrees to pay for utility services separately metered or separately charged by the utility company to that Unit, and to reimburse the Association for that owner's Unit's share of any utility cost that the Board reasonably determines is attributable to use by that owner's Unit. All other utility costs shall be common expenses and paid by the Association.

ARTICLE XI INSURANCE: LOSSES

Section 1. Fire and Extended Coverage Insurance. Each Unit Owner shall obtain and maintain for such Owner's Unit, fixtures and equipment, and betterments and improvements at each Owner's sole cost and expense, blanket fire and extended coverage against loss or damage by fire, lightning, and such other perils for the Villa Buildings and Villa Property as may be insured against by standard extended coverage endorsements, and all other perils which are customarily covered with respect to property similar in construction, location and use, including all perils normally covered by the standard "all risk" endorsement, where such is available, issued in the locale of the Villa Property, or, if the policy does not include an "all risks" endorsement, a policy that includes the "broad form" covered causes of loss, in amounts not less than one hundred percent (100%) of the current insurable replacement cost of such items (exclusive of land, foundations, and excavations). This insurance shall also:

(a) provide coverage for the built-in improvements, fixtures and equipment that are part of a Unit;

- (b) contain a waiver of subrogation of rights by the carrier as to the Association, its officers and directors, and all Unit owners; and
- (c) be primary, even if the Association has other insurance that covers the same loss;
- (d) Name the Unit Owner and the Association as additional insureds as their interests require and provide to each a Certificate of Insurance on no less than an annual basis evidencing all such insurance coverage. The Association may obtain and maintain at the costs of the Unit Owners for any structures or improvements located in the Villa Property and in the Common Areas, Commercial General Liability Insurance, Umbrella Liability Insurance, full replacement cost property insurance, including crime and data breach, Directors and Officers coverage for Association Board Members, blanket fire and extended coverage against loss or damage by fire, lightning, and such other perils as are ordinarily insured against by standard extended coverage endorsements, and all other perils which are customarily covered with respect to property similar in construction, location and use, including all perils normally covered by the standard "all risk" endorsement for Villa Property, issued in the locale of the Villa Property, or, if the policy does not include an "all risks" endorsement, a policy that includes the "broad form" covered causes of loss, in amounts not less than one hundred percent (100%) of the current insurable replacement cost of such items (exclusive of land, foundations, and excavations). The cost of any such insurance shall be a common expense assessed against the Unit Owners. This insurance shall also:
 - (e) be written in the name of the Villa Association for the use and benefit of the Villa Association and the Building Owners, and provide for the payment of losses thereunder by the insurer to the Villa Association (or its nominee) as insurance trustee for the benefit of the Villa Association, each Building Owner and the holder of each first mortgage or deed of trust of record on the Buildings, as their interests appear and as set forth in this Declaration;
 - (f) contain or have attached the standard mortgage clause commonly accepted by institutional first mortgage holders, insurers, and guarantors, which must provide that the carrier shall notify the named insured and each first mortgagee named in the mortgage clause at least ten (10) days in advance of the effective date of any reduction in, cancellation of, or substantial change in the policy;
 - (g) be paid for by the Villa Association, as a common expense and assessed as an Association expense against the Unit Owners;
 - (h) contain a waiver of subrogation of rights by the carrier as to the Villa Association, its officers and directors, and all Building Owners and Occupants;
 - (i) provide that the insurance shall not be prejudiced by any acts or omissions of individual Building Owners or Occupants; and
 - (j) at the election of the Association be primary, even if a Building Owner has other insurance that covers the same loss.

Section 2. Liability Insurance. The Association shall obtain and maintain, at the Association's cost and as a common expense, a commercial policy of general liability insurance covering all of the Common Areas, public ways and any other areas under the Association's supervision, and Units, if any, owned by the Association, even if leased to others, insuring the Association, the directors, and the Unit owners and occupants, with such limits as the Board may determine, but no less than the greater of (a) the amounts generally required by institutional first deed of trust holders, insurers, and guarantors for projects similar in construction, location and use, and (b) \$1,000,000.00, for bodily injury, including deaths of persons, and property damage,

arising out of a single occurrence. This insurance shall contain a "severability of interest" provision, or, if it does not, an endorsement which shall preclude the insurer from denying the claim of a Unit owner because of negligent acts of the Association, the Board, or other Unit owners, and shall include, without limitation, coverage for legal liability of the insureds for property damage, bodily injuries and deaths of persons resulting from the operation, maintenance or use of the Common Areas, and legal liability arising out of lawsuits related to employment contracts in which the Association is a party. Each such policy must provide that it may not be canceled or substantially modified, by any party, without at least ten days' prior written notice to the Association.

Section 3. Fidelity Coverage. The Board may obtain and maintain, at the Association's cost and as a common expense, fidelity insurance providing coverage for the Association against dishonest acts on the part of directors, managers, trustees, employees, agents, and volunteers responsible for or handling funds belonging to or administered by the Association.

Section 4. Hazard Insurance Carrier. Each policy of hazard insurance obtained pursuant hereto shall be obtained from an insurance company authorized to write such insurance in the State of Missouri which has a "B" or better general policyholder's rating or a "6" or better financial performance index rating in Best's Insurance Reports, an "A" or better general policyholder's rating and a financial size category of "VIII" or better in Best's Insurance Reports-International Edition, an "A" or better rating in Demotech's Hazard Insurance Financial Stability Ratings, a "BBB" qualified solvency ratio or a "BBB" or better claims-paying ability rating in Standard and Poor's Insurer Solvency Review, or a "BBB" or better claims-paying ability rating in Standard and Poor's International Confidential Rating Service. Insurance issued by a carrier that does not meet the foregoing rating requirements will be acceptable if the carrier is covered by reinsurance with a company that meets either one of the A.M. Best general policyholder's ratings or one of the Standard and Poor's claims-paying ability ratings mentioned above.

Section 5. Other Association Insurance. In addition, the Board may purchase and maintain, at the Association's cost and as a common expense, contractual liability insurance, officers and directors liability insurance, and such other insurance as the Board may determine.

Section 6. Nominee; Power of Attorney. There may be named, under any policy obtained by the Association, a nominee as an insured on behalf of the Association, who shall have exclusive authority to negotiate losses under any such policy. Each Unit owner, by acceptance of a deed to a Unit, irrevocably appoints the Association or its nominee, as attorney-in-fact for the purpose of purchasing and maintaining such insurance, including: the collection and appropriate disposition of the proceeds thereof; the negotiation of losses and execution of releases of liability; the execution of all documents; and the performance of all other acts necessary to accomplish such purpose. The Association, or its nominee, shall receive, hold or otherwise properly dispose of any proceeds of insurance, in trust, for the Association, the Unit owners and their first deed of trust holders, as their interests may appear and as set forth in this Declaration. This power is for the benefit of each and every Unit owner, and their respective first deed of trust holders, and the Association, and the Villa, runs with the land, and is coupled with an interest.

Section 7. Occupants' Insurance. Each Unit owner shall require each occupant to obtain insurance against liability for events occurring within a Unit, losses with respect to personal property and furnishings, and similar matters of the type and nature of coverage commonly referred to as "tenants' improvements and betterments" or an "H06" policy. All such insurance separately carried shall contain a waiver of subrogation rights by the carrier as to the Association, its officers and directors, and all other Unit owners and occupants.

Section 8. Sufficient Insurance. In the event a Unit or any portion thereof shall suffer damage or destruction from any cause or peril insured against and the proceeds of any policy or policies insuring against such loss or damage and payable by reason thereof shall be sufficient to pay the cost of repair or restoration or reconstruction, then such repair, restoration or reconstruction shall be undertaken by the Unit Owner and the insurance proceeds shall be used in payment therefor; provided, however, that in the event that within sixty (60) days after such damage or destruction Unit Owners and their holders of the first deed of trust, shall elect not to make the repair, restoration or reconstruction, then such repair, restoration or reconstruction shall not be undertaken; provided, the destroyed or damaged Unit and all remaining debris shall be removed from the Villa Property, at such Unit Owner's expense and the party wall, if any, affected by such removal shall be restored by the non-rebuilding Unit Owner to the standard of an exterior wall. In the event the Common Areas or any portion thereof shall suffer damage or destruction from any cause or peril insured against and the proceeds of any policy or policies insuring against such loss or damage and payable by reason thereof shall be sufficient to pay the cost of repair or restoration or reconstruction, then such repair, restoration or reconstruction shall be undertaken by the Association and the insurance proceeds shall be used in payment therefor; provided, however, that in the event that within sixty (60) days after such damage or destruction Unit Owners and their holders of the first deed of trust, shall elect not to make the repair, restoration or reconstruction, then such repair, restoration or reconstruction shall not be undertaken.

Section 9. Insufficient Insurance. In the event the improvements forming a part of the Common Areas owned by the Association or any portion thereof shall suffer damage or destruction from any cause or peril which is not insured against, or, if insured against, the insurance proceeds from which shall not be sufficient to pay the cost of repair, restoration or reconstruction, then, unless the Unit owners and their holders of the first deed of trust if they are entitled to do so pursuant to the provisions of this Declaration, shall elect within sixty (60) days after such damage or destruction not to make such repair, restoration or reconstruction, the Association shall make repairs, restoration or reconstruction of the improvements so damaged or destroyed at the expense (to the extent not covered by insurance) of the Unit owner. Should any Unit owner refuse or fail after reasonable notice to pay that Unit owner's share of such cost in excess of available insurance proceeds, the amount so advanced by the Association shall be assessed against the Unit of such Unit owner and that assessment shall have the same force and effect, and, if not paid, may be enforced in the same manner as herein provided for the nonpayment of assessments.

Section 10. Election Not to Restore. The Association may, with the written consent of

all Unit owners and their holders of the first deed of trust, both given within seventy-five (75) days after damage or destruction, determine not to repair, restore or reconstruct any damage or destruction. In the event of such an election not to repair or restore damage or destruction or reconstruct such Common Areas, the net proceeds of insurance paid by reason of such damage or destruction shall be distributed among the owners of the damaged Units, and the holders of their respective mortgage liens, (as their interests may appear), in the proportions of their interests in the Units.

ARTICLE XII
GRANTS AND RESERVATIONS OF RIGHTS AND EASEMENTS

Section 1. Easements of Enjoyment; Limitation. Every Building Owner shall have a right and easement (i) for ingress to and egress from such owner's Lot and Building over and across all of the Private Streets and other applicable portions of the Association Easement Areas, and (ii) of enjoyment in, over and upon the Association Easement Areas, which rights and easements shall be appurtenant to and shall pass with the title to a Building subject to the right of the Board to make reasonable rules and regulations concerning the use and management of the Association Easement Areas, including, without limitations, parking rules and regulations, and the right of the Board to suspend the rights to use the Association Easement Areas by any Building Owner for any period during which any assessment against the Building Owner's Building remains unpaid and for a period not to exceed sixty (60) days for any violation of the Villa Association's published rules and regulations, provided that no such rule or regulation shall limit or prohibit the right of ingress and egress to a Building, or any part thereof or to that Building's parking facilities. Each Building Owner shall be deemed to have delegated that Building Owner's right of enjoyment to the Association Easement Areas and to ingress and egress to the Occupants of that Owner's Building.

Section 2. Right of Entry for Repair, Maintenance and Restoration. The Villa Association shall have a right to entry and access to, over, under, upon and through all of the Villa Property, including the Association Easement Areas, to enable the Villa Association (i) to perform its obligations, rights and duties pursuant hereto with regard to maintenance, repair, restoration and/or servicing of any and all utilities, improvements, and other items, things or areas of or in the Villa Property and (ii) to abate any noise, odor or other nuisance. In the event of an emergency, the Villa Association's right of entry to a Building may be exercised forcibly (unless the Villa Association has been provided with a pass key to the Building) and without notice; otherwise, the Villa Association shall give the Building Owners or occupants of a Building reasonable advance notice prior to entering a Building.

Section 3. Easements for Encroachments. Each Unit and the Common Areas shall be subject to and benefited by easements for encroachments on or by any other Unit and upon the Common Areas created or arising by reason of overhangs; or by reason of deviations in construction, reconstruction, repair, shifting, settlement, or other movement of any portion of the improvements; or by reason of errors on the Plats. Valid easements for these encroachments and for the maintenance of same, as long as the physical boundaries of the Units after the construction, reconstruction, repairs, etc. will be in substantial accord with the description of

those boundaries that appears herein or on the Plats, shall and do exist so long as the encroachments remain.

Section 4. Easement for Support. Every portion of a building or utility line or any improvement on any portion of the Villa Property contributing to the support of another building, utility line or improvement on another portion of the Villa Property shall be burdened with an easement of support for the benefit of all other such buildings, utility lines, improvements and other portions of the Villa Property.

Section 5. Easement for Services. Non-exclusive easements are hereby granted to all police, firemen, ambulance operators, mailmen, delivery men, garbage and trash removal personnel, and all similar persons, and to the local governmental authorities and the Association, but not to the public in general, to enter upon the Common Areas in the performance of their duties, subject to such reasonable rules and regulations as the Board may establish, from time to time.

Section 6. Easements for Proper Operations. Easements in favor of the Villa Association, the Declarant, the City, and other appropriate public authorities and/or providing companies and contractors are hereby granted and reserved upon, over and under all of the Villa Property and Buildings for ingress to and egress from, and the installation, replacing, repairing and maintaining of, all utilities, including, but no limited to water, sewer, gas, telephone, electricity, security systems, master television antennas and cable television, the road system and all walkways, and for all other purposes necessary for the proper operation of the Villa Property. By these easements it shall be expressly permissible for the Declarant and/or the Villa Association to grant to the appropriate public authorities and/or the providing companies and contractors permission to install, construct and maintain the necessary appurtenances and improvements on, above, across and under the Villa Property. Should any public authority or other company furnishing a service request a specific easement, permit, or license, the Board shall have the right to grant such easement, permit, or license across the Association Easement Areas only, without conflicting with the terms hereof. In addition, in the event the Board determines that the grant of easement rights to others is in the best interest of the Villa Association, the Villa Association shall have the right to grant the same, provided that use of the same would not, in the sole judgment of the Board, unreasonably interfere with the use and enjoyment of the Villa Property by owners and occupants. In the event of an emergency, the Villa Association's right of entry to a Building may be exercised forcibly (unless the Villa Association has been provided with a pass key to the Building) and without notice; otherwise, the Villa Association shall give the Building Owners or Occupants of the Building reasonable advance notice prior to entering the Building.

Section 7. Easements Reserved to Declarant. Non-exclusive easements are hereby reserved to Declarant, its successors and assigns, over, under and upon each Unit and the Common Areas (a) for a ten year period of time from the date of the closing by Declarant of the first sale of a Unit to a bona fide purchaser, for access to and for the purpose of completing improvements for which provision is made in this Declaration, provided that such right of access shall be to the extent, but only to the extent, that access thereto is not otherwise reasonably available, (b) for the periods provided for warranties for purposes of making repairs required

pursuant to those warranties or pursuant to contracts of sale made by Declarant with Unit purchasers, and (c) for the initial sales and rental period, but for no longer than ten years from the time of the closing of the first sale of a Unit to a bona fide purchaser, to maintain and utilize one or more Units and appurtenances thereto, for sales and management offices and for storage and maintenance, and model Units, parking areas for sales and rental purposes, and advertising signs. All rights and easements reserved to Declarant, its successors and assigns, pursuant to this section, shall be exercised and utilized, as the case may be, in a reasonable manner, and in such a way as not to unreasonably interfere with the operation of the Association and the rights of owners and occupants of Units.

Section 8. Power of Attorney. Each Unit owner other than Declarant, by acceptance of a deed to a Unit, appoints the Association or its designated representative, as his, her or its attorney-in-fact, to execute, deliver, acknowledge and record, for and in the name of such Unit owner, such deeds of easement, licenses, permits, and other instruments as may be necessary or desirable, in the sole discretion of the Board, or its authorized representative, to further establish or effectuate the foregoing easements and rights. This power is for the benefit of each and every Unit owner, the Association, and the real estate to which it is applicable, runs with the land, is coupled with an interest, and is irrevocable.

Section 9. General. The easements and grants provided herein shall in no way affect any other recorded grant or easement. Failure to refer specifically to any or all of the easements and/or rights described in this Declaration in any deed of conveyance or in any mortgage or other evidence of obligation shall not defeat or fail to reserve said rights or easements but the same shall be deemed conveyed or encumbered, as the case may be, along with the Unit.

ARTICLE XIII ASSESSMENTS AND ASSESSMENT LIENS: RESERVE FUNDS

Section 1. Types of Assessments. Each Unit owner shall be obligated, and by acceptance of a deed to a Unit (whether or not it shall be so expressed in such deed) is deemed to covenant and agree, to pay to the Association: (a) annual operating assessments payable monthly to pay common expenses, (b) special assessments to pay common expenses and for capital improvements, and (c) special individual Unit assessments, all of such assessments to be established and collected as hereinafter provided. In addition to the assessments set forth herein, the Association shall be due an assessment for a proportionate share of the cost of operation of the Common Areas which benefit all of the property within the Villa Property.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote and provide for the health, safety and welfare of Unit owners and occupants and the best interests of the Villa Property.

Section 3. Elements-Appportionments; Due Dates.

(a) Annual Operating Assessments Payable Monthly.

(1) The Declarant shall directly pay or contribute to the Association the following amounts toward the "common expenses" of the Association:

supplies and materials for operating the Association, and the salaries, wages, payroll charges and other costs to perform these services, and any other costs constituting common expenses not otherwise herein specifically excluded.

(4) The Board shall thereupon allocate to each Completed Unit subject to assessment on an equal per Unit basis, and thereby establish the annual operating assessment for each separate Completed Unit. For administrative convenience, any such assessment may be rounded so that monthly installments will be in whole dollars.

(5) The annual operating assessment shall be payable, in equal monthly installments, provided that nothing contained herein shall prohibit any Unit owner from prepaying assessments in annual, semiannual, or quarterly increments. The due dates of any such installments shall be established by the Board, or, if it fails to do so, an equal monthly pro rata share of the annual operating assessment for a Unit shall be due the first day of each month.

(6) If the amounts so collected (together with payments by or from the Declarant) are, at any time, insufficient to meet all obligations for which those funds are to be used, the Completed Units subject to assessment on an equal per Unit basis, and shall become due and payable on such date or dates as the Board determines.

(7) If assessments collected during any fiscal year are in excess of the funds necessary to meet the anticipated expenses for which the same have been collected, the excess shall be retained as reserves, or as reductions in future assessments, as determined by the Board, in its sole discretion, and shall in no event be deemed profits nor available, except on dissolution of the Association, for distribution to Unit owners.

(8) The rate of annual assessment per Completed Unit shall be set annually by the Board. The rate of annual assessment upon each Completed Unit may be increased (i) by the assessment in effect for the preceding year, or (ii) at any time by any amount by a vote of the members (being for this limited purpose solely the members prior to the Turnover Date) at a meeting of the members duly called and held for that purpose in accordance with the Bylaws when a majority of the members present at such meeting and entitled to vote thereon authorize such increase by an affirmative vote for the proposed increase. Notwithstanding the foregoing limits on annual assessments, the Board, without a vote of the members, shall always have the power to set, and shall set, the rate of annual assessment at an amount that will permit the Association to perform its duties as specified in this Declaration. However, the provisions set forth in this paragraph shall not limit or restrict the power of the Board pertaining to the assessment of special operating assessments.

(b) Special Assessments for Capital Improvements.

a. All common expenses allocable to the period prior to the closing of the first sale by Declarant of a Completed Unit.

b. Until the Turnover Date, Declarant shall have the right (but not the obligation) to make non-interest bearing loans to the Association to provide the Association with adequate funds (in addition to assessments received from Completed Units and contributions from Declarant as provided above) to pay common expenses. Any such loans shall be repaid to the Declarant by the Association prior to the Turnover Date.

(2) Annual operating assessments to pay common expenses shall be payable in monthly installments and shall be assessed against (i) all Completed Units owned by parties other than the Declarant and (ii) all Completed Units rented by the Declarant to third parties. The first annual operating assessment for each such Completed Unit shall be prorated based upon when it became a Completed Unit during the year.

(3) Annually, in advance where practical, the Board shall estimate, and allocate among all Completed Units subject to assessment and their owners on an equal per Completed Unit basis, "common expenses" of the Association, consisting of the following:

a. the estimated fiscal year's cost of the maintenance, repair, and other services to be provided or paid for by the Association, including without limitation, landscaping and grounds maintenance; repairs to walks, driveways and parking areas; snow clearing and trash removal; management services; exterior painting; lamp replacement in the Common Areas; electricity furnished to the Common Areas (including any taxes); taxes on property owned by the Association; cleaning of ponds; and any other property maintenance and operation expenses which may be required from time to time;

b. the estimated fiscal year's costs for insurance premiums to be provided and paid for by the Association [except that the costs for the casualty insurance on Completed Units allocable (as determined by the Board) to each Completed Unit shall be an expense solely of such Completed Unit];

c. the estimated fiscal year's costs for utility services not separately metered or charged to Unit owners;

d. the estimated amount required to be collected to maintain a working capital reserve fund, to assure availability of funds for normal operations of the Association, in an amount deemed adequate by the Board; and

e. the estimated fiscal year's costs for the operation, management and administration of the Association, including, but not limited to, fees for property management, fees for legal and accounting services, costs of mailing, postage,

(1) In addition to the annual operating assessments and any special operating assessments, the Board may levy, at any time, special assessments to construct, reconstruct or replace capital improvements to the extent that reserves therefor and any applicable insurance proceeds with respect thereto are insufficient, provided that new capital improvements not replacing existing improvements (except new capital improvements required to comply with applicable law or governmental regulation, or to correct any deficiency or defect creating a safety or health hazard to occupants) shall not be constructed nor funds assessed therefor, if the cost thereof in any fiscal year would exceed an amount equal to ten percent (10%) or more of that fiscal year's budget, without the prior consent of Unit owners owning at least 60% of the then existing Units.

(2) Any such special assessment shall be prorated among all Completed Units on an equal per Unit basis and shall become due and payable on such date or dates as the Board determines.

(c) Special Individual Unit Assessments. The Board shall levy assessments against an individual Unit, or Units, and the owner or owners thereof, to reimburse the Association for those costs incurred in connection with that Unit or Units properly chargeable by the terms hereof to a particular Unit (such as, but not limited to, the cost of fire and extended coverage insurance, the cost of making repairs the responsibility of a Unit owner, and a Unit owner's interest, late charges, fines, enforcement and collection charges, and arbitration charges). Any such assessment shall become due and payable on such date as the Board determines.

Additionally, during the first years of the Villa's existence, and until such time as real estate taxes and assessments are split into separate tax bills for each Unit, the Association shall have the right to pay the real estate taxes and assessments attributable to the Villa Property in the event the same have not been paid, when due, and assess each Unit owner for his, her or its share of such real estate taxes and assessments as a special individual Unit assessment. The share of those taxes and assessments attributable to a Unit shall be computed by multiplying the total taxes and assessments for all of the Villa Property by the undivided interest in the Common Areas attributable to each Unit. The calculation by the Association of the Units' shares of taxes and assessments shall be binding upon all Unit owners.

Section 4. **Effective Date of Assessment.** Any assessment created pursuant hereto shall be effective, provided it is created as provided herein, if written notice of the amount thereof is sent by the Board to the Unit owner subject thereto. Written notice mailed or delivered to a Unit owner's Unit shall constitute notice to that Unit owner, unless the Unit owner has delivered written notice to the Board of a different address for such notices, in which event the mailing of the same to that last designated address shall constitute notice to that Unit owner.

Section 5. **Assessments and Initiation Fees Payable at Closing.** At the initial and subsequent closing on the purchase, sale or transfer of a Unit, the Unit owner shall pay the assessment attributable to insurance and two months dues to reserves together with the then applicable Initiation Fee as is determined from time to time by the Board.

Section 6. **Effect of Nonpayment of Assessment; Remedies of the Association.**

(a) If any installment of an assessment is not paid within ten (10) days after the same is due, the entire unpaid balance of the assessment shall immediately become due and payable, without demand or notice, unless the Board, in its sole discretion, determines not to accelerate the installments.

(b) If any installment of an assessment is not paid within thirty (30) days after the same is due, the Board, at its option, and without demand or notice, may (i) charge interest on the entire unpaid balance (including the accelerated portion thereof) at the Default Rate of Interest, (ii) charge a reasonable, uniform, late fee, as established from time to time by the Board, by rule, (iii) charge the cost of collection, including attorneys' fees and other out-of-pocket expenses and/or (iv) cut-off or restrict the services to be provided to the Unit by the Association and the use of the Common Areas.

(c) All assessments, together with interest, late fees, and costs, including attorney fees, shall be a charge and lien in favor of the Association upon the Unit against which each such assessment is made.

(d) At any time after any assessment or an installment of an assessment levied pursuant hereto remains unpaid for thirty (30) or more days after the same has become due and payable, a certificate of nonpayment of assessments for the unpaid balance of that assessment, including all future installments thereof, interest, late fees, a \$150.00 lien fee, and costs, including attorneys' fees, may be filed with the Recorder of Deeds of Platte County, Missouri, pursuant to authorization given by the Board. The certificate shall contain a description or other sufficient legal identification of the Unit against which the lien exists, the name or names of the

record owner or owners thereof, and the amount of the unpaid portion of the assessments and charges, and shall be signed by an officer or other agent of the Association.

(e) Such liens securing payment of a Delinquent Amount shall continue for a period of five years from the date of recording of the Delinquency Statement and no longer, unless, within such time, suit shall have been instituted for the collection of the Delinquent Amount, in which case the lien shall continue until the termination of the suit and until the sale of the property under execution of the judgment therein.

Each Owner, to the extent permitted by law, hereby waives, to the extent of any liens created pursuant to this Declaration, the benefit of any redemption, homestead or exemption laws of the State of Missouri now or hereafter in effect.

(g) Any Unit owner who believes that an assessment chargeable to his, her or its Unit (for which a certificate of lien has been filed by the Association) has been improperly charged against that Unit, may bring an action in the Circuit Court of Platte County, Missouri for the discharge of that lien. In any such action, if it is finally determined that all or a portion of the assessment has been improperly charged to that Unit, the court shall make such order as is just, which may provide for a discharge of record of all or a portion of that lien.

(h) Each such assessment together with interest, late fees, and costs, including attorneys' fees, shall be the joint and several personal obligation of the Unit owners who owned the Unit at the time when the assessment fell due and all subsequent Unit owners.

(i) The Association, as authorized by the Board, may file a lien or liens to secure payment of delinquent assessments, interest, late fees, and costs, including attorneys' fees, bring or join in an action at law against the Unit owner or owners personally obligated to pay the same, and an action to foreclose a lien, or any one or more of these. In any foreclosure action, the owner or owners affected shall be required to pay a reasonable rental for that Unit during the pendency of such action. The Association in any foreclosure action involving a Unit or Units shall be entitled to become a purchaser at the foreclosure sale. In any such foreclosure action, interest and costs of such action (including attorneys' fees) shall be added to the amount of any such assessment, to the extent permitted by Missouri law.

(j) No claim of the Association for assessments and charges shall be subject to setoffs, off sets, or counterclaims.

(k) No owner may waive or otherwise escape liability for the assessments provided for in this Declaration by non-use of the Common Areas or the services provided by the Association, or any part thereof, or by abandonment of his, her or its Unit.

(l) Assessments shall run with the land, are necessary to continue the care, repair and maintenance of Units and their interests in the Villa Property, and to continue to provide utility and other service, and, accordingly, assessments accruing or becoming due during the pendency of bankruptcy proceedings shall constitute administrative expenses of the bankrupt estate.

Section 7. Subordination of the Lien to First Deeds of Trust. The lien of the assessments and charges provided for herein shall be subject and subordinate to the lien of any duly executed first deed of trust on a Unit recorded prior to the date on which such lien of the Association arises, and any holder of such first deed of trust which comes into possession of a Unit pursuant to the remedies provided in the deed of trust, foreclosure of the deed of trust, or deed or assignment in lieu of foreclosure, and any purchaser at a foreclosure sale, shall take the property free of any claims for unpaid installments of assessments and charges against the encumbered Unit which became due and payable prior, in the case of foreclosure, to the date of

the sale, and, in all other cases, to the date legal title vested in the successor owner. The foregoing will not relieve any successor owner from the obligation for assessments accruing thereafter.

Section 8. Certificate Regarding Assessments. The Board shall, upon demand, for a reasonable charge, furnish a certificate signed by the president, treasurer, secretary or other designated representative of the Association, setting forth whether the assessments on a specified Unit have been paid. This certificate shall be conclusive evidence of payment (or, nonpayment) of any assessment therein stated to have been paid.

Section 9. Contribution to Reserves Upon Sale of Units. Upon the closing of the sale of each Completed Unit by Declarant, Declarant shall collect from the buyer and cause to be paid over to the Association, for deposit into its reserve funds, a sum equal to two months of the then monthly assessment in effect for the Completed Units subject to assessment.

ARTICLE XIV CONDEMNATION

Each Unit owner, by accepting title to a Unit, grants to the persons who shall from time to time constitute the Board of the Association an irrevocable power of attorney, coupled with an interest, to conduct negotiations with the State, a political subdivision thereof or any other corporation, agency or authority having the power of eminent domain that seeks to acquire any of the Common Areas owned by the Association. In such event, the Association shall act as the representative of the Unit owners, and the Board may cause the Association to execute and deliver the appropriate conveyance on behalf of all owners in return for the agreed consideration. The Board shall allocate such consideration, to the extent possible, to the repair, replacement or restoration of the condemned Common Areas and then to the Unit owners and their respective holders of the deed of trust, as their interests may appear, in proportion to their respective undivided interests in the Common Areas. In the event negotiations shall fail, the condemning authority may join the Association as a party defendant in lieu of naming all Unit owners and such proceedings shall bind all Unit owners; however, any owner having an interest in the Common Areas may be made a party defendant in such proceedings. Subject to the foregoing provisions, in the event that any Unit is taken by condemnation or the exercise of the power of eminent domain, each owner and the holder of deeds of trust on the Unit shall be entitled to seek and have their just damages for the taking of the Unit, as allowed by law, including severance damage, if any. No provision herein shall be deemed to give any Unit owner or any other party priority over the rights of the holder of any first deed of trust on any Unit in the case of a distribution of condemnation awards for losses to or a taking of the encumbered Unit.

ARTICLE XV VILLA INSTRUMENT REQUIREMENTS

Section 1. Association Control. Except in its capacity as a Unit owner of unsold Units, the Declarant or its agent will not retain a property interest in any of the Common Areas after the Turnover Date, except as expressly provided or contemplated herein. The owners of

Units that have been sold by the Declarant or its agent will assume control of the Association and the Common Areas, as elsewhere provided herein.

Section 2. Declarant's Obligations. Declarant or its designee, in its capacity as owner of Units not yet sold, will be vested with the rights and be subject to the duties of a Unit owner set forth herein, or in any other Villa Instrument, or established by law.

Section 3. Unit Owners' Rights and Obligations. Each Unit owner will be vested with the rights and be subject to the duties of a Unit owner set forth herein, or in any other Villa Instrument, or established by law, during the time of that owner's ownership of a fee simple interest in a Unit.

ARTICLE XVI AMENDMENTS

Section 1. Power to Amend. Except as otherwise specifically provided herein, after the Turnover Date, additions to, changes in, or amendment of this Declaration shall require the consent of Unit owners owning at least two thirds (2/3) of the Units and, until the sale by Declarant of the last contemplated Unit, the Declarant. Notwithstanding the foregoing:

(a) The consent of Unit owners of at least eighty percent (80%) of the Units shall be required to terminate the Villa and this Declaration; and

(b) Notwithstanding any other provision of this Declaration to the contrary, prior to the Turnover Date, Developer shall have the sole and exclusive right to amend this Declaration without the approval of the Board of Directors or members of the Association or the approval of any builder, other Owner or other party, by a written instrument setting forth the entire amendment, which shall become effective upon its recording with the Recorder of Deeds. After the Turnover Date, this Declaration may not be amended to delete the last sentence of Article VIII, Section 6 without the concurrence of Declarant (unless Declarant at that time no longer owns any Lots in the Villa Property).

Section 2. Method to Amend. An amendment to this Declaration, adopted with the consents of Unit owners, shall be executed with the same formalities as to execution as this Declaration by two officers of the Association and shall contain their certification that such amendment was duly adopted in accordance with the foregoing provisions. Any amendment adopted by the Declarant or a duly empowered successor Declarant pursuant to authority granted it pursuant to this Declaration shall be duly executed by it with the same formalities as to execution as this Declaration and shall contain the certification of such signor or signors that such amendment is made pursuant to authority vested in Declarant or any duly empowered successor Declarant by this Declaration. Any amendment duly adopted and executed in accordance with the foregoing provisions shall be effective upon the filing of the same with the Recorder of Deeds of Platte County, Missouri.

Section 3. Form of Consent of Owners. After the Turnover Date, the consent of owners of Units to any amendment of this Declaration may be obtained in the form of written consent(s) executed by two thirds (2/3) of all of the Unit owners or in the form of a formal resolution approved by two thirds (2/3) of all of the Unit owners at a meeting of the members.

ARTICLE XVII
GENERAL PROVISIONS

Section 1. Covenants With the Land. The covenants, conditions, restrictions, easements, reservations, liens and charges created hereunder or hereby shall run with and bind the land, and each part thereof, and shall be binding upon and inure to the benefit of all parties having a right, title or interest in or to all or any part of the Villa Property, and the Association, and their respective heirs, executors, administrators, successors and assigns.

Section 2. Enforcement. In addition to any other remedies provided in this Declaration, Declarant (only with respect to those rights directly benefiting the Declarant), the Association, and each Unit owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, easements, reservations, liens and charges set forth herein or in the Bylaws or now or hereafter imposed by or through the Association's rules and regulations. Failure by Declarant, the Association or by any Unit owner to proceed with such enforcement shall in no event be deemed a waiver of the right to enforce at a later date the original violation or a subsequent violation, nor shall the doctrine of laches nor any statute of limitations bar the enforcement of any such restriction, condition, covenant, reservation, easement, lien or charge. Further, the Association and each Unit owner shall have rights of action against each other for failure to comply with the provisions of the Villa Instruments and applicable law, and with respect to decisions made pursuant to authority granted thereunder, provided, the Association shall have the right to assess reasonable charges against a Unit owner who fails to comply with the same, including the right to assess charges for the costs of enforcement and arbitration, and provided, further, that neither the Association nor its directors, officers, or other representatives, shall be liable to any Unit owner or occupant, or their invitees, for damage to any Unit or any part thereof, or any personal property of such Unit owner, occupant or invitee, or for injury to such person, unless the damage or injury was proximately caused by the gross negligence or the intentional tortious act of the Association or such director, officer or other representative. Notwithstanding the foregoing, in the event of any dispute between the Association and any Unit owner or occupant that cannot be settled by agreement between them, no Unit owner or Unit Owners shall institute legal proceedings against the Association without first submitting the dispute to nonbinding arbitration by a single independent arbitrator selected by the Board. In addition to all other remedies available by law, the Association may use summary abatement or similar means to enforce any provisions hereof or restrictions against the Unit or its use, provided that judicial proceedings shall be instituted before any items of construction may be altered or demolished by summary means.

Section 3. Severability. Invalidation of any one or more of these covenants, conditions, restrictions or easements by judgment or court order shall in no way affect any other provisions, which provisions shall remain in full force and effect. In the event any language of this Declaration conflicts with Missouri law, the latter's requirements shall prevail and the conflicting language shall be deemed to be invalid and void, provided that such invalidity shall in no way affect any other provisions of this Declaration, which provisions shall remain in full force and effect.

Section 4. Gender and Grammar. The singular wherever used herein shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations, partnerships, men or women, shall in all cases be assumed as though in such case fully expressed.

Section 5. Captions. The captions of the various provisions of this Declaration are not part of the context hereof, but are merely labels to assist in locating the various provisions hereof.

Section 6. Limitation on Developer's Liability. Notwithstanding anything to the contrary in this Declaration, it is expressly agreed that Declarant (including any assignee of Declarant's interest hereunder) shall not have any personal liability to the Association or to any Owner, tenant, occupant, Association member or other party arising under, in connection with or resulting from (including resulting from any action or failure to act with respect to) this Declaration, the Association, the Architectural Committee, the Association's Articles of Incorporation or Bylaws, the Design Standards or the rules or regulations adopted by the Association, or for any action taken or not taken pursuant to authority granted to Declarant herein or therein. Declarant's sole liability shall be limited to Declarant's equity in Lots owned by Declarant and no execution or other action shall be sought or brought against any other assets or be a lien upon any other assets of Declarant.

IN WITNESS WHEREOF, the undersigned has executed this Declaration on the date first above written.

Signature Page Follows

Signature Page to Declaration

DECLARANT

Creekside Land, L.L.C.
A Missouri Limited Liability Company

By: Richard E Frye
Richard E. Frye, Managing Member

STATE OF MISSOURI)
) ss:
COUNTY OF PLATTE)

On this 24th day of October, 2022, before me appeared Richard E. Frye, to me personally know, who being by me duly sworn, did say that he is the Managing Member of Creekside Land, L.L.C. a Missouri Limited Liability Company, and that the foregoing instrument was signed on behalf of said company by authority of its board of directors, and said Richard E. Frye acknowledged such instrument to be the free act and deed of said corporation.

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

[Signature]
Notary Public
Jeff Duncan
(Printed Name)

My Commission expires:
10-27-22



JEFFREY R. DUNCAN
My Commission Expires
October 27, 2022
Jackson County
Commission #1439356z

EXHIBIT A

Villa Property

Lots 16 through 60, and Tracts A, B, C and D Villas at Tiffany Springs, Kansas City, Platte County Missouri according to the Recorded Plat thereof.