

1. Grantor shall have the right to maintain, improve, modify, and add to its existing facilities in said street right-of-way dedicated by Developer to Grantee, subject to City's Ordinances and Regulations. If Grantor's future improvement, reconstruction or maintenance of its facilities damages the right-of-way, Grantor will repair or replace the existing right-of-way in accordance with the City's standards in effect on the date of damage.

2. Grantee agrees that if future improvements to the right-of-way require the relocation or modification or other adjustment of the Grantor's facilities located in the easement, Grantee will not require the Grantor to relocate or rebuild at Grantor's expense, nor will Grantee or Developer install or require the installation of any street-light poles, arms or luminaries within the easement without the express written consent of Grantor, which consent shall not be unreasonably withheld.

3. In the event that the right-of-way is vacated by the Grantee, then any and all rights herein subordinated shall revert to Grantor.

4. This agreement shall be effective only if executed by all parties and recorded on or before _____ [740 days after passage of final plat ordinance by City Council] in the Office of the Recorder of Deeds Clay County, Missouri; otherwise this agreement shall be null and void.

This indenture shall be binding upon the undersigned and its successors and assigns.

SIGNATURES ON FOLLOWING PAGES

DEVELOPER
Staley Corners, LLC
PO Box 901471
Kansas City, Missouri 64156
James K Owens
(816) 935-4016

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

By: [Signature]
Title: PARTNER
Date: 5/12/21

Check one: () Sole Proprietor
() Partnership
() Corporation
 Limited Liability Company (LLC)
(Attach corporate seal if applicable)

ACKNOWLEDGEMENT

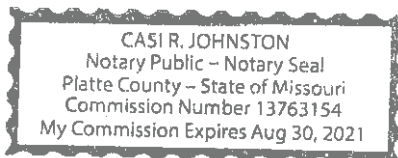
State of Missouri)
County of Platte) Ss:

On this 12 day of May, 2021, before me personally appeared James K Owens, to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that James K Owens that he was authorized to do so.

IN WITNESS WHEREOF, I have set my hand and affixed my notary seal the day and year in this certificate above written.

[Signature]
Notary Public

My Commission Expires:



SUBORDINATION EXHIBIT "9"

NEW RIGHT OF WAY for the street now known as North Indiana Avenue over the following described land.

A tract of land being part of the Northeast Quarter of Section 7, Township 51 North, Range 32 West, in Kansas City, Clay County, Missouri, being more particularly described as follows:

Commencing at the Northwest corner of said Northeast Quarter;

Thence South $89^{\circ}37'35''$ East, along the North line of said Northeast Quarter, 50.00 feet to the East Right-of-Way line of N. Indiana Avenue, as now established, said point also being the Point of Beginning;

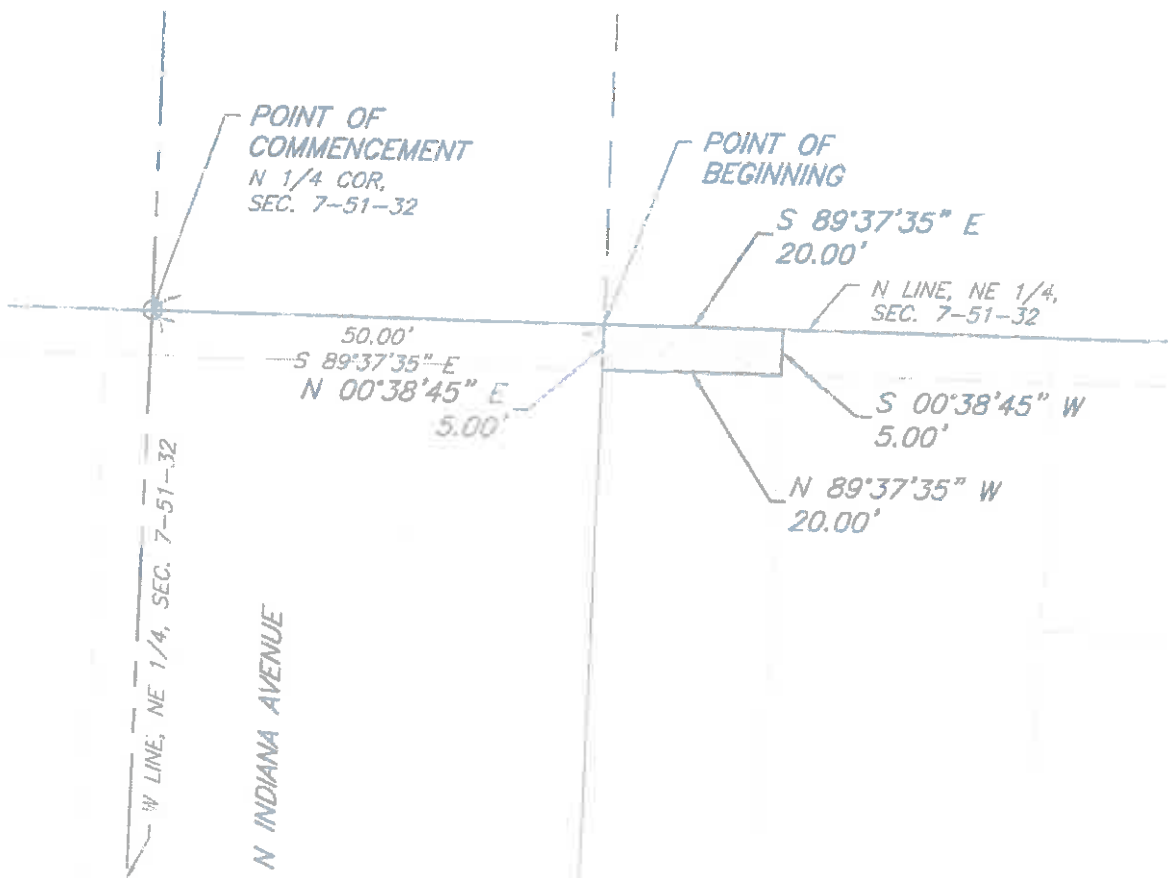
Thence South $89^{\circ}37'35''$ East, continuing along said North line, 20.00 feet;

Thence South $00^{\circ}38'45''$ West, 5.00 feet;

Thence North $89^{\circ}37'35''$ West, 20.00 feet to a point on said East Right-of-Way line;

Thence North $00^{\circ}38'45''$ East, along said East Right-of-Way line, 5.00 feet to the Point of Beginning.

Contains 100 square feet more or less.



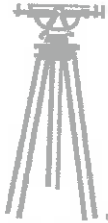
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SCALE



Location: S:\19.226-STALEY CORNERS\DRAWINGS\FINAL PLAT\SUBORNATIONS & OFFSITE\EXHIBIT9.dwg



J & J
SURVEY
 LLC

6508 NW TOWER DR., SUITE 102 • PLATTE WOODS, MO 64151
 PHONE (816)741-1017 • FAX (816)741-1018

SUBORDINATION EXHIBIT 9

NE 1/4, SEC. 7, T. 51 N., R. 32 E.
 KANSAS CITY, CLAY COUNTY, MISSOURI

**COVENANT TO MAINTAIN STORM WATER DETENTION AND BMP, AND
STREAM BUFFER FACILITIES
PLAT OF STALEY CORNERS EAST FIRST PLAT**

THIS COVENANT made and entered into this 12 day of MAY, 2021, by and between Kansas City, Missouri, a constitutionally chartered Municipal corporation (**City**), and of Staley Corners, a Limited Liability Company (**Owner**).

WHEREAS, Owner has an interest in certain real estate generally located at the intersection of North Indiana Avenue and Northeast Barry Road in Kansas City, of Clay County, Missouri, (**Property**) more specifically described in Exhibit "A" attached hereto and incorporated herein by reference; and

WHEREAS, Owner intends to cause the Property to be platted as Plat of STALEY CORNERS EAST FIRST PLAT, (**Plat**), in accordance with Chapter 88, Code of Ordinances of the City of Kansas City, Missouri; and

WHEREAS, Owner intends to subdivide the Property and create pursuant to the Plat Lot 1 to Lot 41 and Tract(s) D and Tract G as shown on Exhibit "A" attached hereto.

WHEREAS, the improvement proposed by Owner on the Property warrant storm water management control, Stream Buffer, and water quality Best Management Practice facilities (BMPs), collectively hereinafter referred to as (The Facilities); and

WHEREAS, The Facilities, located on Tract(s) D and Tract G within the Plat, require preservation and maintenance in order to ensure continuous and perpetual operation and effectiveness in controlling storm water runoff rates, volumes, and quality; and

WHEREAS, the City and Owner agree that it is in the public interest to detain storm water and provide BMP(s) to treat the stormwater for the benefit of the Property and surrounding areas; and

WHEREAS, these covenant provisions for proper operation, preservation, and maintenance of The Facilities are necessary to serve the development;

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

Sec. 1. Owner at its sole cost shall:

- Be responsible for the perpetual preservation, maintenance, repair and replacement, if necessary of The Facilities located on of Tract(s) Tract D and Tract G.
- b. Maintain the pipes, structures, BMPs, grounds, and appurtenances for the Facilities located on Tract(s) D and Tract G.
- c. Keep the pipes, structures, BMPs, and appurtenances open and free of silt and non-beneficial vegetation.
- d. Keep the pipes, structures, BMPs, and appurtenances in good working condition or replace same if necessary.

- e. Control the growth of the vegetation and grass areas, not identified as beneficial to the BMPs, on Tract(s) D and Tract G to the limits prescribed by the Kansas City Code of Ordinances.
- f. Maintain the grades within Tract(s) D and Tract G pursuant to the approved plan on file in the office of the Director of City Planning & Development and identified as File No 2020-102.
- g. Obtain all necessary improvement and repair permits prior to performing any work on The Facilities.

Sec. 2. City is granted the right, but is not obligated to enter upon Tract(s) D and G in order to inspect, maintain, repair, and/or replace The Facilities including the pipes, structures, grounds, and appurtenances if Owner fails to maintain same. In the event that the City does provide maintenance for the facilities, then City may:

- a. Charge the costs for such maintenance, repair, or replacement against Owner, and/or the owner of Tract(s) D and Tract G or the owners of Lots 1 to 41 served by the Facility on Tract(s) D and Tract G;
- b. Assess a lien on either the Tract(s) D and Tract G or on the Lots 1 to 41 or both served by the Facility on Tract(s) D and Tract G;
- c. Maintain suit against Owner, and/or the owner of Tract(s) D and Tract G and/or the owners of Lots 1 to 41 to served by the Facility on Tract(s) D and Tract G for all cost incurred by the City for such maintenance.

Unless necessitated by a threat to life and/or safety, City shall notify Owner and/or the then-current owners of Tract(s) D and Tract G and Lots 1 to Lot 41 not less than thirty (30) days before it begins maintenance of The Facilities.

Sec. 3. Owner and/or the owner of Tract(s) D and Tract G shall not use, nor attempt to use, 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. 4. This covenant shall run with the land legally described in Exhibit "A." Owner shall remain liable under the terms of this Covenant unless and until Owner assigns its rights and obligations to a third party and such assignment is accepted by the City.

Sec. 5. 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. 6. 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

Notices to Owner shall be addressed to:
Staley Corners
Limited Liability Company
PO Box 901471
Kansas City, MO 64190
Jim Owens

Sec. 7. This Agreement shall not be amended, modified, canceled or abrogated without the prior written consent of the City.

Sec. 8. 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. 9. This Agreement shall be construed and enforced in accordance with the laws of the State of Missouri.

Sec. 10. Upon the effective date of this Covenant, the City shall file this Covenant in the Office for recording real estate documents in Clay, Missouri, and shall be binding on Owner, its successors, assigns and transferees.

Sec. 11. Owner 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 Owner or to any person or property caused by or incidental as to the design, function, construction, maintenance or failure to maintain The Facilities.

ATTESTATION BY CITY CLERK:

[Signature]
City Clerk

KANSAS CITY, MISSOURI

By: [Signature]
Director of City Planning and Development

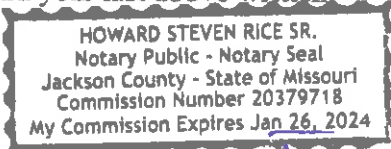
Approved as to form:

[Signature]
Assistant City Attorney

STATE OF MISSOURI)
) SS
COUNTY OF _____)

BE IT REMEMBERED that on this 13 day of July, 2021, before me, the undersigned, a notary public in and for the county and state aforesaid, came Jettley Williams, Director of City Planning and Development, 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 Sandels, City Clerk 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: January 26, 2024

DEVELOPER
Staley Corners, LLC
PO Box 901471
Kansas City, Missouri 64156
James K Owens
(816) 935-4016

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

By: J KO
Title: PARTNER
Date: 5/12/21

Check one: () Sole Proprietor
() Partnership
() Corporation
 Limited Liability Company (LLC)
(Attach corporate seal if applicable)

ACKNOWLEDGEMENT

State of Missouri)
County of Platte) Ss:

On this 12 day of May, 2021, before me personally appeared James K Owens, to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that James K Owens that he was authorized to do so.

IN WITNESS WHEREOF, I have set my hand and affixed my notary seal the day and year in this certificate above written.

[Signature]
Notary Public

My Commission Expires:

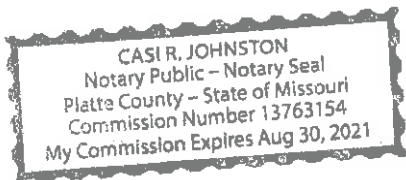
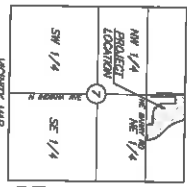


EXHIBIT "A"

FINAL PLAT
STALEY CORNERS EAST FIRST PLAT
 NE 1/4, SECTION 7, TOWNSHIP 51 NORTH, RANGE 32 WEST
 KANSAS CITY, CLAY COUNTY, MISSOURI



RESERVE DESCRIPTION:
 The portion of the NE 1/4 section of Section 7, Township 51 North, Range 32 West, in Kansas City, Clay County, Missouri, which is reserved for the purpose of creating, constructing, maintaining and repairing a public street, and which is hereinafter described, shall be known as the "STALEY CORNERS EAST FIRST PLAT". The portion of the NE 1/4 section of Section 7, Township 51 North, Range 32 West, in Kansas City, Clay County, Missouri, which is reserved for the purpose of creating, constructing, maintaining and repairing a public street, and which is hereinafter described, shall be known as the "STALEY CORNERS EAST FIRST PLAT". The portion of the NE 1/4 section of Section 7, Township 51 North, Range 32 West, in Kansas City, Clay County, Missouri, which is reserved for the purpose of creating, constructing, maintaining and repairing a public street, and which is hereinafter described, shall be known as the "STALEY CORNERS EAST FIRST PLAT".

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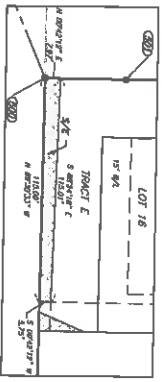
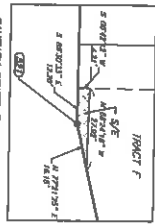
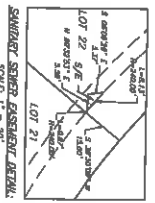
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DEVELOPER:
 STALEY CORNERS EAST FIRST PLAT
 PROJECT NO. 2021-11
 KANSAS CITY, MISSOURI 64109

ENGINEER:
 J & J SURVEYING, LLC
 6000 HWY 101, SUITE 103
 PLATTE WOODS, MO 64074

DATE:
 06/24/21

PROPERTY DESCRIPTION:

The first part of the North half of Section 7, Township 51 North, Range 32 West, in Kansas City, Clay County, Missouri, which is reserved for the purpose of creating, constructing, maintaining and repairing a public street, and which is hereinafter described, shall be known as the "STALEY CORNERS EAST FIRST PLAT". The portion of the NE 1/4 section of Section 7, Township 51 North, Range 32 West, in Kansas City, Clay County, Missouri, which is reserved for the purpose of creating, constructing, maintaining and repairing a public street, and which is hereinafter described, shall be known as the "STALEY CORNERS EAST FIRST PLAT".

PLAT DESCRIPTION:

The STALEY CORNERS EAST FIRST PLAT, as shown on the attached plat, is a portion of the NE 1/4 section of Section 7, Township 51 North, Range 32 West, in Kansas City, Clay County, Missouri, which is reserved for the purpose of creating, constructing, maintaining and repairing a public street, and which is hereinafter described, shall be known as the "STALEY CORNERS EAST FIRST PLAT".

IN WITNESS WHEREOF:

STALEY CORNERS EAST FIRST PLAT, a Missouri Limited Liability Company, has caused these minutes to be recorded this 24th day of June, 2021.

STATE OF MISSOURI
 COUNTY OF CLAY
 I, J & J SURVEYING, LLC, a Missouri Limited Liability Company, do hereby certify that the above and foregoing is a true and correct copy of the original plat as recorded in the office of the Recorder of Deeds for the County of Clay, Missouri, on this 24th day of June, 2021.

CITY COMMISSION:
 I, _____, Mayor of the City of Kansas City, Missouri, do hereby certify that the above and foregoing is a true and correct copy of the original plat as recorded in the office of the Recorder of Deeds for the County of Clay, Missouri, on this 24th day of June, 2021.

CITY PLAT COMMISSION:
 I, _____, Director of Public Works, do hereby certify that the above and foregoing is a true and correct copy of the original plat as recorded in the office of the Recorder of Deeds for the County of Clay, Missouri, on this 24th day of June, 2021.

CITY COUNCIL:
 I, _____, Mayor of the City of Kansas City, Missouri, do hereby certify that the above and foregoing is a true and correct copy of the original plat as recorded in the office of the Recorder of Deeds for the County of Clay, Missouri, on this 24th day of June, 2021.

COMMON LANDS:
 I, _____, Director of Public Works, do hereby certify that the above and foregoing is a true and correct copy of the original plat as recorded in the office of the Recorder of Deeds for the County of Clay, Missouri, on this 24th day of June, 2021.

EXHIBIT A-2

1	INITIAL SUBMITTAL
2	REVISED PER COMMENTS

Location: S:\19,226-STALEY CORNERS\DRAWINGS\FINAL PLAT\PLAT-3-18-21.dwg



J-24-21
 Date
 John B. Young PLS-3006016947

CERTIFICATION:
 I hereby certify that this drawing is based on an actual field survey made by me or under my direct supervision and that the survey meets or exceeds the current Missouri Standards for Professional Surveyors, as established by the Missouri Board for Architects, Professional Engineers and Land Surveyors, and the Missouri Department of Natural Resources, Division of Geology and Land Survey.

Recorded in Clay County, Missouri



Recording Date/Time: 03/16/2023 at 11:51:02 AM

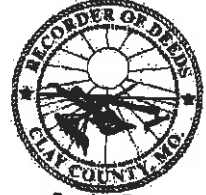
Instr #: 2023005910

Book: 9531 Page: 74

Type: REST

Pages: 32

Fee: \$117.00 S 20230005039



Sandra Brock
Recorder of Deeds

RECORDING COVER SHEET

Title of Document: Declaration of Homes Association and Covenants,
Conditions, Restrictions and Easements of Staley Corners
East

Date of Document: 3/8/, 2023

Grantor(s): Staley Corners LLC
P.O. Box 901471
Kansas City, Missouri 64190

Grantee(s): Staley Corners LLC
P.O. Box 901471
Kansas City, Missouri 64190

Legal Description: See Exhibit A attached

Reference Book
and Page: N/A

pu

**Declaration of Homes Association and
Covenants, Conditions, Restrictions and Easements of
Staley Corners East**

This Declaration of Homes Association and Covenants, Conditions, Restrictions and Easements of Staley Corners East (the "**Declaration**") is made and executed as the date notarized below, by Staley Corners LLC, a Missouri limited liability company (the "**Developer**"), with its mailing address at P.O. Box 901471 Kansas City, Missouri 64190

Recitals

- A. Developer owns and is developing a residential project on a tract of land ("**Property**") located in Kansas City, Clay County, Missouri, more fully described in Exhibit A to this Declaration;
- B. Developer desires to provide for the preservation, maintenance, and enhancement of the value of the Property, and the amenities and opportunities of the residential development (the "**Development**"). Developer desires to subject the Property to the covenants, conditions, easements, and restrictions set out in this Declaration, for the purpose of protecting the value and desirability of the Property and the Development;
- C. On 3/8, 2023, the Developer recorded that certain subdivision plat entitled of Staley Corners East First Plat (the "**Plat**") in the office of the Recorder of Deeds for Clay County, Missouri (the "**Recorder's Office**") in Plat Book _____, at Page _____ under Instrument Number _____, approved by the City of Kansas City, Missouri (the "**City**"), covering the real property formerly legally described as shown therein and on Exhibit A attached hereto, and platting the same into Lots and the streets, roadways, private open space and other areas shown and marked thereon (the "**Property**").
- D. Developer further desires to retain reasonable flexibility to respond to changing or unforeseen circumstances so as to control and maintain the quality and distinction of the Property and the Development;
- E. Developer has heretofore dedicated or will dedicate all the streets and roads shown on any plat for use by the public; and
- F. The Property is to be developed as a town home subdivision (the "**Subdivision**") and is to be commonly known as Staley Corners East and Developer now desires to place covenants, conditions, restrictions and easements on all said lots, all of which restrictions shall be for the use and benefit of Developer as the present owner thereof and for its future grantees and assigns.

Declaration

In consideration of the foregoing and the promises and benefits set forth herein, and to provide the means and procedures to achieve them, the Developer hereby subjects the Property to the following covenants, conditions and restrictions, including charges and Assessments. Such covenants, conditions and restrictions

are hereby granted and imposed for the purpose of protecting the value and desirability of the Property, as a whole, and shall run with the land and be binding upon, and inure to the benefit of, the Developer and its successors, transferees and assigns and the heirs, personal representatives, successors, transferees and assigns of the Developer's transferees and assigns and all other persons and entities, who or which have, at any time, any right, title or interest in all or any part of the Property. Each Owner, by accepting a deed and taking title to a Lot, acknowledges, agrees to and accepts the provisions of this Declaration with respect to such Lot and any Residence thereon.

Article 1 Definitions

When used in this Declaration or in any Supplemental Declaration, the following words shall have the meanings set forth below.

- 1.1 **"Annual Assessment"** has the meaning set forth in Article 6.2 hereof.
- 1.2 **"Articles"** means the Articles of Incorporation of the Association, as amended from time to time.
- 1.3 **"Assessments"** means the Annual Assessment, the Special Assessment, and the Default Assessment levied pursuant to Article 6 hereof.
- 1.4 **"Association"** means the Staley Corners East Homes Association (or such similarly named corporation whose name shall be available from the Missouri Secretary of State), a Missouri mutual benefit not for profit corporation to be formed within a reasonable time after recordation hereof and said Association's successors and assigns.
- 1.5 **"Association Documents"** means this Declaration, the Articles, the Bylaws, all Supplemental Declarations and all procedures, rules regulations, and policies adopted under such documents by the Association.
- 1.6 **"Board of Directors"** means the governing body of the Association. There shall be three (3) directors who shall serve on the Board of Directors.
- 1.7 **"Bylaws"** means the Bylaws adopted by the Association, as amended from time to time. The right to create, amend, supplement, and abolish Bylaws shall be vested solely in the Board of Directors.
- 1.8 **"Common Area"** means all of the Property excepting and excluding the Lots hereinafter defined in Article 1.16 below (regardless of whether such Common Area is owned by Developer or the Association) and, without limitation, includes all parks not previously or by the Plat dedicated to and accepted by the City, all recreational areas, as shown on the Plat, all open or green space areas, all private open space, all entrances, monuments, berms, street islands and other ornamental areas and related utilities, lights, sprinkler systems and landscaping, all storm water drainage or detention facilities and improvements serving the Property (on or off the Property) and easements therefor, all utilities easements and all property of a similar character brought within the jurisdiction of this Declaration by all Supplemental Declarations. Developer may, at its option, either convey all or part of the Common Area to the Association or retain ownership of such Common Area even though the Association shall have the legal obligation to repair, insure and maintain the same at all times for the benefit of the Owners as well as Developer (but after build out and sale of all Lots in the

Staley Corners East subdivision, as the same may be expanded from time to time, Developer shall convey such Common Area to the Association).

- 1.9 **“Common Expenses”** means all costs and expenses, including, without limitation, wages and electrical, water, and utility charges, legal, accounting and other fees, taxes, real estate taxes and special assessments, insurance (including that required by Article 5.3 hereof), interest, supplies, parts and management or service fees, incurred by the Association (a) to administer, service, conserve, manage, maintain, repair, renovate and replace the Common Area and all Improvements thereon, including, without limitation, sewer lines from a common collection point and clean out facility (together, the “collector”) to the public City sewer main, landscaping and care of grounds, and snow removal, (b) to provide exterior repair and maintenance for the Residences to the extent hereinafter provided (even though such Residences may not constitute “Common Area”), (c) to operate recreational and other facilities for the general benefit of the Owners, (d) to manage and conduct the affairs of the Association, (e) to repay funds borrowed by the Association, (f) to pay any deficit remaining from a previous Assessment period, (g) to create a reasonable contingency or other reserve or surplus fund for maintenance, repairs, and replacement of Improvements within the Common Area and the exterior maintenance of Residences on a periodic basis, (h) which are expressly declared to be “Common Expenses” by this Declaration, any Supplemental Declaration or the Bylaws, or (i) which the Board of Directors reasonable determines to be “Common Expenses” of the Association.
- 1.10 **“Declaration”** means this Declaration of Homes Association and Covenants, Conditions, Restrictions and Easements of Staley Corners East as amended or supplemented from time to time.
- 1.11 **“Default Assessment”** has the meaning set forth in Article 6.1 and Article 6.4 hereof.
- 1.12 **“Developer”** means Staley Corners LLC, a Missouri Limited Liability Company, and its successors and assigns. If the Developer assigns less than all of its rights, obligations and interest to one or more Successor Developers, the term “Developer” shall thereafter refer to both the Developer and all Successor Developers unless the context clearly means otherwise.
- 1.13 **“Expansion Property”** has the meaning set forth in Article 12.1 hereof.
- 1.14 **“Fine”** has the meaning set forth in Article 6.5 hereof.
- 1.15 **“Improvements”** has the meaning set forth in Article 9.2 hereof.
- 1.16 **“Lot”** means a building lot shown on the Plat or that is created by the Developer (or a builder or other person to whom the Developer sells such building lot) by metes and bounds survey, replat, lot split certificate of survey or similar mechanism authorized by the City, together with all appurtenances and Improvements now, or in the future, on such Lot, including a Residence. Tracts A, B, C, D, E, F and G described in the Plat shall not be deemed a “Lot.”
- 1.17 **“Manager”** means a person or entity engaged by the Association to perform certain duties, powers, or functions of the Association, as the Board of Directors may authorize from time to time pursuant to Article 4.4 hereof.
- 1.18 **“Member”** means a member of the Association as set forth in Article 3.1 hereof.