

from time to time as deemed necessary by the Board of Directors in its sole and absolute discretion or as otherwise provided in Article 6.3 of this Declaration.

10.5 Lighting. No exterior lighting shall be directed outside the boundaries of any Lot but shall be directed so as to avoid glare and excessive light spillage onto abutting or adjacent Property or Lots. Exterior lighting shall consist of concealed sources of illumination and shall maintain lighting levels consistent with the recognized standards of the lighting industry. Exterior lighting shall be from white sources only. Upon notice from Developer or the Review Committee that an exterior light is objectionable, such Owner shall immediately shield such light in such a manner so that in the opinion of the Developer or the Review Committee such light is no longer objectionable. If shielding cannot be accomplished to the satisfaction of the Developer or Review Committee or the light continues to be objectionable, the Developer or Review Committee may require that such light be removed or replaced with a light that is not objectionable. Notwithstanding the foregoing, temporary decorative lighting shall be permitted provided that such lighting conforms to the requirements and limitations as may be imposed by the Board of Directors.

10.6 Community Mailbox. Developer shall install one or more community mailbox structures to service the Lots (individually and collectively referred to herein as, the "Community Mailbox") The Community Mailbox shall be of such appearance and dimension, and at such location, as Developer shall determine in Developer's sole discretion subject to mailbox location requirements of the United States Postal Service. After initial installation of the Community Mailbox, the Association shall (as a Common Area Expense) constantly maintain the Community Mailbox in substantially the same condition as when originally installed.

10.7 Antennas and Other Projections. No facilities, including poles and wires for the transmission of electricity, telephone messages, CATV signals and the like shall be placed or maintained above the surface of the ground on any Lot or Common Area, and no external or outside antennas or satellite dishes shall be permitted on any Lot or Common Area except as hereinafter provided. No solar collectors or wind generators or turbines of any kind or type shall be maintained on any Lot except with the permission of the Review Committee (which may be withheld or conditioned in the sole and subjective discretion of the Review Committee). No flag poles, poles nor standards shall be erected or maintained except with the prior written approval of the Review Committee, which approval may be withheld in the sole discretion of the Review Committee. Developer acknowledges the right of telecommunications consumers to receive satellite transmissions in accordance with Section 207 of the Telecommunications Act of 1996. However, in order to preserve the aesthetics of the Property, Developer hereby directs that satellite receivers and transmitters (each a "Dish") shall be located at the following points (listed in descending order of preference):

- (a) First Choice: If a Dish can be so located, without undue cost to the Owner and without undue diminution of signal reception or transmission, it shall be attached to the roof (immediately below and behind the roof ridge line) of the Residence at a location so that it cannot be seen from the street running in front of the Residence.
- (b) Second Choice: If the First Choice is not available and if a Dish can be so located, without undue cost to the Owner and without undue diminution of signal reception or transmission, it shall be attached to rear exterior wall of Residence at a location that it cannot be seen from the Street running in front of the Residence.
- (c) Third Choice: If the First and Second Choices are not available and if a Dish can be so located, without undue cost to the Owner and without undue diminution of signal reception or

transmission, it shall be attached to a side exterior wall of the Residence at a location which is least likely to be seen from the Street running in front of the Residence.

- (d) **Fourth Choice:** If the First, Second and Third Choices are not available and if a Dish can be so located, without undue cost to the Owner and without undue diminution of signal reception or transmission, it shall be installed at ground level near the rear property line of the Lot at a location which is least likely to be seen from the Street running in front of the Residence.

Any Dish shall not exceed a diameter of one (1) meter. If installed on the roof or walls, the Dish shall be painted the same color as the surface upon which it is mounted so long as such painting shall not unreasonably interfere with the reception or transmission of satellite signals. If installed at ground level, the Dish shall be screened from view on all sides by shrubbery so long as the shrubbery shall not unreasonably interfere with the reception or transmission of satellite signals. If the first four choices mentioned above are not available for some reason, the Owner of each Lot and the Review Committee shall reasonably cooperate with each other so that any right of an Owner to receive or transmit satellite signals is harmonized with the preservation of aesthetics at the Property and on each Lot.

10.8 **Garages.** No garage may be improved for use as living area. All doors of garages of Residences which are visible from the curb shall be kept closed except when removing motor vehicles or other items from, or cleaning of, such garage.

10.9 **Off Road Vehicles.** None of the Property, including but not limited to the Common Area, shall be used for motorized vehicular traffic of any nature except as to maintenance vehicles used in the ordinary course of maintaining the Property. Such prohibition extends to vehicles generally referred to and categorized as all-terrain vehicles, motorcycles, motorized bikes and all other such motorized vehicles.

10.10 **Pools.** No above ground swimming pools shall be permitted on any Lot.

10.11 **Laundry Poles.** No poles for attaching wires or lines for the purpose of hanging laundry thereupon shall be erected, installed or constructed on any Lot or Common Area.

10.12 **Holiday Decorations.** Christmas and other holiday lights and decorations may be located on the exterior of the Residence on any Lot only between November 15 of each year and January 15 of the next. The method and means of installation of such lights and decorations shall be only as established or permitted by the Review Committee.

10.13 **Septic Tanks.** No septic tanks or other individual sewage disposal system may be constructed on any Lot or elsewhere on the Property.

10.14 **Storage Tanks.** No tank for storage of oil or other product may be maintained in any Residence, garage or on any Lot, whether above or below the surface of the ground.

10.15 **Refuse.** No trash, ashes or other refuse may be thrown, dumped, stored or burned on any Lot or the Common Area, except during construction of a Residence or any addition thereto or remodeling thereof. The storage or burning of trash, garbage, old appliances, junk or other refuse is prohibited on the Property outside of a Residence, except such items may be set out for collection after 6:00 p.m. on the day before the scheduled collection day.

10.16 Signs and Advertising. Except as proved below, no signs, billboards or advertising structures of any kind may be placed on any Lot or in the Common Area or in or on any Residence or visible from the interior of any Residence or building on the Lot. Signs advertising the lease or sale of an individual Lot, which do not exceed five (5) square feet in size, may be erected or placed on the Lot (but no in the Common Area) being sold or leased. The Developer may erect or place "billboard" type signs related to the Subdivision on any Lot owned by it or any Common Area.

10.17 Nuisances. No activity shall be carried on in, on or from any Lot or Residence which is noxious or offensive or an annoyance or nuisance to the neighborhood. The Owner shall be responsible for all activity carried on in, on or from a Lot or Residence whether or not the Owner is involved in, or has knowledge of, such activity.

10.18 Animals. No animals, dogs, cats, cows, horses, swine, goats, sheep, poultry other domesticated farm animals, wild animals, exotic animals, animals requiring special permits from the State of Missouri or the United States of America, or birds shall be kept or maintained on any Lot without the written approval of the Review Committee, which approval may be withheld in the sole discretion of the Review Committee, provided however, so long as kept inside of the Residence on the Lot between the hours of 9:00 P.M. and 7:00 A.M. and so long as kept in a sanitary manner, an Owner may keep not more than three (3) of the following animals on the Lot (so long as restrained, at all times, from running at large), to wit: domesticated cats, domesticated birds and domesticated dogs, provided further, at no time shall any Owner keep or harbor, on the Lot, any pit bull or any dog, cat or bird having dangerous or vicious propensities, provided further, no dog, cat or bird shall be kept on any Lot for breeding purposes. Animals outside of any Residence must be behind a fence enclosing a yard or on a leash at all times. The Owner is responsible for immediately picking up and properly disposing of waste from animals deposited on any Street, sidewalk or Common Area within the Subdivision.

10.19 Vehicles. No tractor, tractor trailer, "Commercial Vehicle" (defined below), mobile home, trailer (of any type or description), boat, farm machinery, lawn mowers, motorcycles, ATV's, motorized form of conveyance which is then unlicensed, motorized form of conveyance whose license is then expired, or motorized form of conveyance which is not then operational or roadworthy on the roads of this state shall be brought upon, stored or parked on any Lot or upon any Common Area or Street abutting any Lot except for such as shall be parked in enclosed garages attached to a Residence on a Lot. The foregoing shall not be construed to prohibit the temporary (i.e., a maximum of twelve (12) hours) standing or parking of any of the foregoing preparatory to taking same to some other location for use. For purposes of this Section, a "Commercial Vehicle" is hereby defined to mean any automobile, truck, tractor, van or other form of motorized conveyance: which has a gross vehicle weight of more than 6,000 pounds; or which contains any signage or commercial advertising on the side, front or top thereof, or which contains signage or commercial advertising affixed to either the interior or exterior of windows; or which has any attached fixtures which are designed to carry or transport any inventory, merchandise, product or equipment, provided however, a passenger automobile or passenger van having luggage racks for the carrying of personal luggage, bicycle racks or ski racks shall not constitute such vehicle as a "Commercial Vehicle", provided, however, a "Commercial Vehicle" shall not include any automobile or pickup truck which is owned and operated by any law enforcement agency or fire department for the purpose of providing emergency services or other public safety services; or any type of vehicle which is owned by or leased to a contractor, subcontractor or material supplier where such vehicle is temporarily parked on a Lot solely for the purpose of performance of labor or service at, or provision of material to, the Lot at which such vehicle is then temporarily parked; or an automobile or mini-van which does not contain any advertising other than a plate or insignia identifying the dealer and/or manufacturer of such vehicle. No mechanical maintenance on any vehicle described in the preceding subparagraph shall be permitted on front of any Lot, Residence or garage, or

between any Lot, Residence or garage and abutting side Street, or upon any Street or Common Area abutting any Lot, Residence or garage. While nothing contained herein shall be considered to prohibit the use of the portable or temporary building or trailers as field offices by contractors during actual construction on the Property, the use and appearance of such a building or trailer must be specifically approved by the Review Committee prior to its being moved on site.

10.20 Occupancy; Repair. No Residence shall be occupied until it is fully completed, except for exterior painting and minor trim details. In the event of fire, windstorm or other casualty damage, no Residence shall be permitted to remain in a damaged condition longer than six (6) months and it shall be the obligation of the Owner of the damaged Residence to fully repair and restore such Residence to its pre-casualty condition prior to the expiration of six (6) month period.

10.21 Storage of Construction Materials. No Building material of any kind or character shall be placed or stored on any Lot or the Common Area until the Owner thereof has received required approval from the Review Committee for the project and is ready to commence construction. All material permitted to be stored on a Lot shall be placed only within the Property lines of the Lot or Lots upon which the approved Improvements are to be constructed or on portions of the Common Area approved in advance by the Review Committee.

10.22 Landscaping Easement. Except as permitted by the Plat or the Review Committee or elsewhere herein, no Improvement or personal property of any Owner shall be in any part of the Common Area.

10.23 Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the Plat or by separate recorded instruments. No structure, except driveways, paved areas and approved fences, may be placed or permitted to remain within any utility easement which interferes with the construction or reconstruction and the proper, safe and continuous maintenance of the utility easement. No structure, planting or other material shall be placed or permitted to remain on any drainage easements which (a) damages or interferes with the installation, use or maintenance of the easement, (b) changes the direction of the flow of drainage channels in the easements, (c) obstructs or retards the flow of water through drainage channels or its collection in detention ponds or basins in the easements.

10.24 No Subdividing. No Lot may be further subdivided once established as a Lot by the Plat.

10.25 No Mining Activities. No portion of the Property shall be used, at any time, for mining, boring, quarrying, drilling, refining or other operations involving, or related to, the extraction or exploitation of any subsurface natural resource of any kind.

## **ARTICLE 11**

### **Dedication of Streets and Common Area**

11.1 Streets. The Streets are shown on the Plat. All Streets shall be used only for their intended purposes as free and clear roadways for ingress and egress purposes and no Owner of any Lot shall block passage, damage or abuse any Street. All Streets have been dedicated to the City, are under its control and no work is permitted thereon without prior approval of the City.

11.2 Common Area. The Common Area shall be used only for its intended purposes.



11.3 Maintenance of Common Area. Except as otherwise specifically provided herein, the Association shall maintain, manage, operate, replace, repair and improve the Common Area, including all Improvements thereon. Any Owner damaging or abusing the Common Area shall be responsible to the Association for all costs and expenses incurred by it to repair such damage, including full replacement of the damaged property. The Association may, but shall not be required to, maintain, manage, operate, replace, repair and improve all property located within the right-of-way of any Street, including, without limitation, street lights and sidewalks, if the Board of Directors determines, in their sole discretion, that it would be in the best interest of the Association and the Owners that the Association undertake such activities. The Association may contract with a Manager or third parties to carry out all activities permitted by this Article 11.3.

11.4 Special City Provisions. Notwithstanding any provision of this Declaration to the contrary, the Association shall, at all times, maintain in good order and repair all (if any) park land, private open space and/or storm detention basins designated as such on any Plat encompassing all or any part of the Property, and no provision hereof permitting amendment or modification of this Declaration shall be applicable to such parkland, private open space and storm detention basins unless the City shall endorse its approval of same on the instrument which purports to make such modification or amendment.

## **ARTICLE 12**

### **Expansion Property**

12.1 Reservation of Right to Expand. By amendment or supplement hereto, the Developer hereby reserves the absolute right to unilaterally expand the Property, from time to time, to include additional Lots, Common Area, and other property within a one (1) mile radius from the Property (“**Expansion Property**”).

12.2 Declaration Operative to Expansion Property. The addition of Expansion Property shall be done by the Developer filing one or more Supplemental Declarations of record in the Recorder’s Office. The Supplemental Declaration shall describe the Expansion Property, together with any covenants, conditions, restrictions and easements particular thereto. Expansion Property may be added in stages by successive supplements or in one supplement expansion. The Expansion Property shall be subject to all of the terms and conditions of this Declaration unless otherwise stated in the Supplemental Declarations.

12.3 Expansion Definitions. If the Property included in the Subdivision is expanded as provided in this Article 12, all definitions used in this Declaration shall be automatically expanded to include such additional property. For example, “Lot” shall mean the Lots described on the Plat plus all additional Lots added by or pursuant to Supplemental Declarations and supplemental Plats, and “Declaration” shall mean this Declaration as supplemented.

## **ARTICLE 13**

### **Property Rights of Owners**

13.1 Owner’s Easement of Enjoyment. Subject to the other terms of this Declaration, every Owner has a non-exclusive right in and easement of enjoyment of the Common Area (exclusive of areas set aside as the Restricted Common Areas). Such easement shall be appurtenant to, and pass with, title to every Lot.

13.2 Recorded Easements. The Property shall be subject to all easements as shown on the recorded Plat affecting the Property and to all other easements of record, or of use, as of the date of this Declaration is recorded or as subsequently granted by the Association over or through the Common Area.

13.3 Developer’s Rights Incident to Construction. The Developer, for itself and its successors and assigns, hereby reserves an easement for construction, utilities, drainage, ingress and egress over, in, upon,

under and across the Common Area, together with the right to store materials on the Common Area and to make such other use of the Common Area as is reasonably necessary or incident to the construction of Residences on the Lots or other Improvements on the Property or other real property owned by the Developer.

13.4 Reservation of Easements, Exceptions and Exclusions. The Developer reserves and hereby grants to the Association the concurrent right to establish, from time to time, by declaration or otherwise, utility and other easements, permits or licenses over the Common Area for any purpose, including, without limitation, to Streets, paths, walkways, drainage, recreation areas and parking areas, and to create other reservations, exceptions and exclusions for the best interest of all Owners and the Association. In exercising such right, the Association shall do so in order to serve all the Owners within the Subdivision.

13.5 Emergency Access Easement. A general easement is hereby granted to all police, sheriff, fire protection, ambulance and other similar emergency agencies or persons to enter upon all Streets and upon the Property in the performance of their duties.

13.6 View. No Owner has any right to an unobstructed view beyond the boundaries of the Owner's Lot. No Owner shall be entitled to prevent the construction or location of any structure, planting material or other item on any other part of the Subdivision, which is permitted by this Declaration, because such structure, planting material or other item obstructs any view from the affected Lot.

13.7 Delegation of Use. Any Owner may, in accordance with and subject to the limitations of the Association Documents, delegate his right of enjoyment to the Common Area to the members of his family, his guests, tenants and invitees.

#### ARTICLE 14

##### Incidents of Ownership in Subdivision

14.1 Inseparability. Every gift, devise, bequest, transfer, encumbrance, conveyance or other disposition of a Lot, include the Residence and other Improvements thereon, shall be presumed to be a gift, devise, bequest, transfer, encumbrance or other conveyance, respectively, of the entire Lot, including all easements, licenses and all other appurtenant rights (including rights to the Restricted Common Areas and Improvements thereto) created by law or by this Declaration.

14.2 No Partition. The Common Area shall be owned by either the Developer or the Association, and no Owner, group of Owners or the Association shall bring any action for partition or division of the Common Area.

14.3 Property Rentals. A Residence may be used for permanent or temporary occupancy by its Owner and the Owner's family, servants, agents, guests, invitees and tenants. The Owner may rent the Lot and Residence for one (1) year or more, subject to all the terms hereof, including those prohibiting use of the Residence for commercial purposes. Rentals for less than one (1) year are not permitted.

#### ARTICLE 15

##### Duration and Amendment

15.1 Term. The covenants, conditions, restrictions and easements set forth in this Declaration shall run with and bind the Property until December 31, 2042, after which time they shall be automatically extended for successive periods of ten (10) years each, unless terminated, in whole or in part, as provided below.

15.2 Amendment. After the Turnover Date, this Declaration may be amended by Supplemental Declaration signed by the Owners of a majority of the Lots then subject to this Declaration. No amendment shall be effective until the Supplemental Declaration setting forth the approved amendment is recorded in the Recorder's Office. Notwithstanding the foregoing, until the Turnover Date, this Declaration can be amended, modified or changed in whole or in part by the Developer (acting alone, without concurrence of the Owners, Association, Board of Directors, or Review Committee) in order to correct deficiencies of this Declaration (as determined to exist by the Developer in Developer's sole discretion), to annex property as provided for herein; to de-annex Property, to provide for the unified and efficient development of the Property (determined to be necessary in Developer's sole and absolute discretion), or for any other reason determined to be necessary in Developer's sole and absolute discretion. The rights of Developer to so unilaterally amend this instrument pursuant to this Section are of the essence to Developer and shall therefore be liberally construed in favor of the Developer.

15.3 Revocation; Termination. This Declaration may be terminated prior to the Turnover Date only by the unanimous consent of all Owners of Lots and the Developer. After the Turnover Date, this Declaration may be terminated at any time by Owners of the not less than 2/3<sup>rd</sup> of the Lots then subject to this Declaration. Any such revocation or termination shall be evidenced and effective in the same manner (by Supplemental Declaration) as set forth in this Article 15.2 for amendments hereof.

15.4 Amendments Requiring City Consent. Notwithstanding any other provision herein, no modification or amendment of this Declaration which conflicts with (a) the Plat, (b) any agreements entered into by the Developer and the City concerning the Subdivision (which agreements are incorporated by reference herein by this reference) or (c) any City ordinance or code, may be made or become effective without the prior written consent of the City.

## ARTICLE 16 Miscellaneous Provisions

16.1 Enforcement. Except as otherwise provided herein, the Association, the Board of Directors, the Developer and every Owner has the right and power to enforce, by proceeding at law or in equity, all conditions, covenants, restrictions and easements set forth in this Declaration. Failure of the Association or the Board of Directors, the Developer or any Owner to enforce any covenant or restriction contained herein shall not be deemed a waiver of the right to do so at a subsequent time. Any person successfully enforcing any terms of this Declaration shall, in the discretion of a court of competent jurisdiction, be entitled to recover its reasonable attorneys' fees and costs from the person against whom this Declaration was enforced, provided however, no attorneys' fees or costs shall be awarded against Developer.

16.2 Severability. If any provision of this Declaration, or the application hereof to any circumstance, is held to be invalid or unenforceable to any extent, the remainder of this Declaration and its application to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

16.3 Rule Against Perpetuities. Notwithstanding anything in this Declaration to the contrary, the creation of all interests under this Declaration shall vest, if at all, within the period of time measured by the

life of the survivor of the now living children of Prince Charles, Prince of Wales, plus twenty-one (21) years.

16.4 Conflicts Between Documents. If this Declaration conflicts, in any way, with Articles or Bylaws, this Declaration shall control.

16.5 Developer's Right to Assign. The Developer may, by appropriate agreement made expressly for that purpose, assign or convey to a Successor Developer all, or any part, of the rights, reservations and privileges herein reserved by the Developer. Upon recording of the assignment in the Recorder's Office, the Developer's rights and obligations under this Declaration shall cease and terminate to the extent provided in such document. Every Successor Developer shall have the rights of the Developer, including the right to transfer such rights set forth in this Section.

16.6 Release of Liability. None of the Developer, the Association, the members of the Board of Directors or the members of the Review Committee, nor their respective officers, directors, stockholders, members, employees or agents, shall be liable to any person for any discretionary action taken or not taken under the terms hereof, including, without limitation, approval, disapproval or failure to approve of any application or enforcement or non-enforcement of the terms hereof. Furthermore, neither Developer nor any member of the Board of Directors, officer of the Association, or member of any committee of the Association (whether such committee is specifically described in this Declaration or hereafter created by the Association) shall be personally liable to any Owner, Member or to any other party, including the Association, for any damage, loss or prejudice suffered or claimed on account of any act, omission, error or negligence of Developer or any member of the Board of Directors, officer of the Association, committee member, or any other representative or employee of the Association or of Developer, provided that such person has, upon the basis of such information as may be possessed by him, acted in subjective good faith, without willful or intentional misconduct.

16.7 Indemnification. To the fullest extent permitted by law, the members of the Board of Directors, the members of the Review Committee, the officers of the Association, the members of any committee of the Association (whether such committee is specifically described in this Declaration or hereafter created by the Association) every director and officer of the Association, the members of the Review Committee, and Developer (to the extent a claim may be brought against Developer by reason of its election, appointment, control over, or removal of the members of the Board of Directors, the members of the Review Committee, the officers of the Association, or the members of any committee of the Association) shall be indemnified by the Association, and every other person serving as an employee or direct agent of the Association or on behalf of the Association as a member of a committee or otherwise (each, an "**Indemnified Party**"), may, in the discretion of the Board of Directors, be indemnified by the Association against all liabilities, damages, costs and expenses, including reasonable attorneys' fees and costs, incurred by or imposed upon the Indemnified Party in connection with any proceeding or any settlement thereof to which the Indemnified Party may be a party, or in which the Indemnified Party may become involved, by reason of the Indemnified Party being or having served in such capacity on behalf of the Association (or in the case of the Developer by reason of having elected appointed, removed, controlled, or failed to control, officers or directors of the Association or members of the Review Committee) whether or not the Indemnified Party is a director, an officer, or a member of the Review Committee, or serving in such other specified capacity at the time any such expenses are incurred; provided, however, that prior to agreeing to any such indemnification, the Board of Directors shall determine, in good faith, that the Indemnified Party did not act, fail or to act, or refuse to act, with gross negligence, in subjective bad faith, 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 such persons may be entitled at law or otherwise.



Appropriate contractual liability insurance shall be obtained pursuant to Article 4 above to cover any liability exposure by virtue of the foregoing indemnification.

16.8 Acknowledgement of Developer's Control. All Persons or entities who are no or hereafter subject to this Declaration shall be deemed to acknowledge and agree that, prior to the Turnover Date, Developer shall retain significant voting control over the Association (and the election of the Board of Directors as well as appointment of the Review Committee) and that Developer has the unilateral right to modify or amend this Declaration (subject to any limitations hereinabove provided).

16.9 Special Provision for Mortgages. Notwithstanding any provision of this Declaration to the contrary, if any person or entity shall take or hold a Mortgage (other than a Mortgage given on all or any part of the Property by Association or Developer) encompassing any part of the Property which is not a Lot as defined above, such Mortgagee (by taking such Mortgage) agrees as follows:

(a) The construction of Mortgage shall be subject to, subordinate and inferior to each and every provision hereof; and

(b) At such time as all Lots on the mortgaged parcel shall have been created by replat, certificate of lot split survey or otherwise, Mortgagee shall release, from the lien of the Mortgage, that portion of the mortgaged Property which is not contained a Lot or Lots, upon demand by Developer.

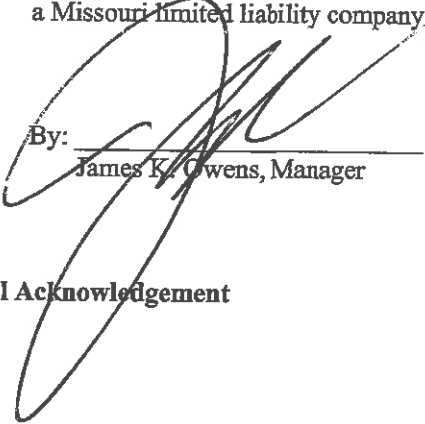
(c) In the event the Mortgage shall be foreclosed, the purchaser at foreclosure shall, upon demand by Developer, convey to Association (as Common Area, without charge to the Association) that portion of the foreclosed Property which is not contained in a Lot or Lots.

[Signatures follow on next page.]

In Witness Whereof, the Developer has caused this Declaration to be executed by its duly authorized officers as of the day and year first above written.

**DEVELOPER**

**STALEY CORNERS LLC,**  
a Missouri limited liability company

By:   
James K. Owens, Manager

**Notarial Acknowledgement**

State of Missouri )  
County of Platte )

On this 8 day of March, 2023, before me a Notary Public in and for said County and State, personally appeared James K. Owens, a Manager of Staley Corners LLC, a Missouri limited liability company, known to me to be the person who executed the foregoing instrument in behalf of said company and acknowledged to me that he executed the same as his free act and deed for the purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand affixed my notarial seal at my office in \_\_\_\_\_, \_\_\_\_\_, the day and year last above written.

  
Signature of Notary Public

My Commission Expires:

Andrew Chang  
Typed or Printed Name of Notary



**ANDREW CHANG**  
My Commission Expires  
September 16, 2023  
Platte County  
Commission #19755479

**STALEY CORNERS LLC,**  
a Missouri limited liability company

By: *John Conforti*  
John Conforti, as Trustee of the  
Revocable Trust Agreement of  
Rosetta Ann Conforti dated 01-18-00,  
Manager

**Notarial Acknowledgement**

State of Missouri )  
County of Platte )

On this 8 day of March, 2023, before me a Notary Public in and for said County and State, personally appeared John Conforti, Trustee of the Revocable Trust Agreement of Rosetta Ann Conforti dated 01-18-00, a Manager of Staley Corners LLC, a Missouri limited liability company, known to me to be the person who executed the foregoing instrument in behalf of said company and acknowledged to me that he executed the same as his free act and deed for the purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand affixed my notarial seal at my office in \_\_\_\_\_, \_\_\_\_\_, the day and year last above written.

*Andrew Chang*  
Signature of Notary Public

My Commission Expires:

*Andrew Chang*  
Typed or Printed Name of Notary



ANDREW CHANG  
My Commission Expires  
September 16, 2023  
Platte County  
Commission #19755479

Exhibit A

**Legal Description**

PROPERTY DESCRIPTION: All that part of the North half of Section 7, Township 51 North, Range 32 West, in Kansas City, Clay County, Missouri, except that part thereof conveyed to the state of Missouri by deed filed October 24, 1974 in book 1168, page 683, and except that part thereof platted as ESSEX-FIRST PLAT, ESSEX-SECOND PLAT, and ESSEX DETENTION PLAT, all being subdivisions in Kansas City, Clay County, Missouri, being more particularly described as follows: Beginning at the North Quarter corner of said Section 7; thence South 89°37'35" East, along the North East, along the North line of said Section 7, 762.68 feet to a point on the West line of said ESSEX DETENTION PLAT; thence along said West line, on a curve to the right, having an initial tangent bearing South 21°39'22" East, a radius of 598.59 feet and an arc length of 74.97 feet; thence continuing along said West line, on a curve to the left, tangent to the last described course, having a radius of 1165.00 feet and an arc length of 685.19 feet to the Northwest corner of said ESSEX - FIRST PLAT; thence along the West line of said ESSEX - FIRST PLAT, the following three courses; thence on a curve to the left, tangent to the last described course, having a radius of 1165.00 feet and an arc length of 71.58 feet; thence on a curve to the right, tangent to the last described course, having a radius of 535.00 feet and an arc length of 484.28 feet; thence South 00°30'26" West, 2.29 feet to a point on the North Right-of-Way line of NE West, 2.29 feet to a point on the North Right-of-Way line of NE Barry Road, as now established; thence along said North Right-of-Way line the following three courses; thence North 89°30'33" West, 118.50 feet; thence South 77°21'25" West, 154.03 feet; thence North West, 118.50 feet; thence South 77°21'25" West, 154.03 feet; thence North West, 154.03 feet; thence North 89°30'33" West, 207.20 feet; thence North 00°42'10" East, 41.69 feet; thence on a curve to the left, West



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**SUBORDINATION OF EASEMENT AND RELOCATION  
AGREEMENT**

THIS INDENTURE, made this 12 day of MAY, 2021, between EVERGY METRO, INC. (Evergy) f/k/a KANSAS CITY POWER & LIGHT COMPANY a Missouri corporation (KCP&L) (Grantor), Staley Corners LLC, (Developer), and the CITY OF KANSAS CITY, MISSOURI (Grantee).

WITNESSETH:

WHEREAS, Evergy has certain easement rights, as described in the instrument recorded in the Recorder of Deeds Office of Clay County, Missouri, in Document No. C 48980, Book 1049 at Page 40, parts of which are within the boundaries of a proposed street right-of-way to be known as NORTH INDIANA AVENUE, said street right of way being dedicated as part of the plat of *STALEY CORNERS EAST FIRST PLAT*, a subdivision in Kansas City, CLAY County, Missouri;

WHEREAS, The Developer, desires to have dedicated for public use a portion of said property included in said easement. The street to be dedicated within the easement area is to be known as NORTH INDIANA AVENUE, as illustrated in the exhibit labeled Subordination Exhibit 8, a copy of which is attached hereto and made a part hereof and as more particularly described as follows:

See attached Subordination Exhibit 8

NOW, THEREFORE, in consideration of the amount of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, Evergy hereby agrees that said easement as above described shall be and the same is hereby subordinated to the aforesaid dedication by Developer, for public use as street right-of-way and shall have the same effect as if said dedication had been executed and recorded prior to the date of the execution of said easement, with the following exceptions:

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**

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.

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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  
(X) 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:

CASI R. JOHNSTON  
Notary Public - Notary Seal  
Platte County - State of Missouri  
Commission Number 13763154  
My Commission Expires Aug 30, 2021

KANSAS CITY, MISSOURI

By: [Signature]  
Director of City Planning and  
Development

ATTESTATION BY CITY CLERK:

[Signature]  
City Clerk

Approved as to form:

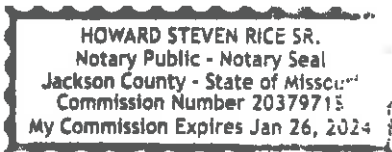
[Signature]  
Assistant City Attorney

**ACKNOWLEDGEMENT**

State of Missouri )  
County of Jackson ) Ss:

On this 13 day of July, 2021, before me personally appeared Malik Sanders, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he/she executed the same as the free act and deed of the City of Kansas City, Missouri and that he/she was authorized to do so.

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



My Commission Expires: January 26, 2024

Howard Steven Rice Sr  
Notary Public

SUBORDINATION EXHIBIT "8"

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 Northwest Quarter of Section 7, Township 51 North, Range 32 West, in Kansas City, Clay County, Missouri, being more particularly described as follows:

Beginning at the Northeast corner of said Northwest Quarter;

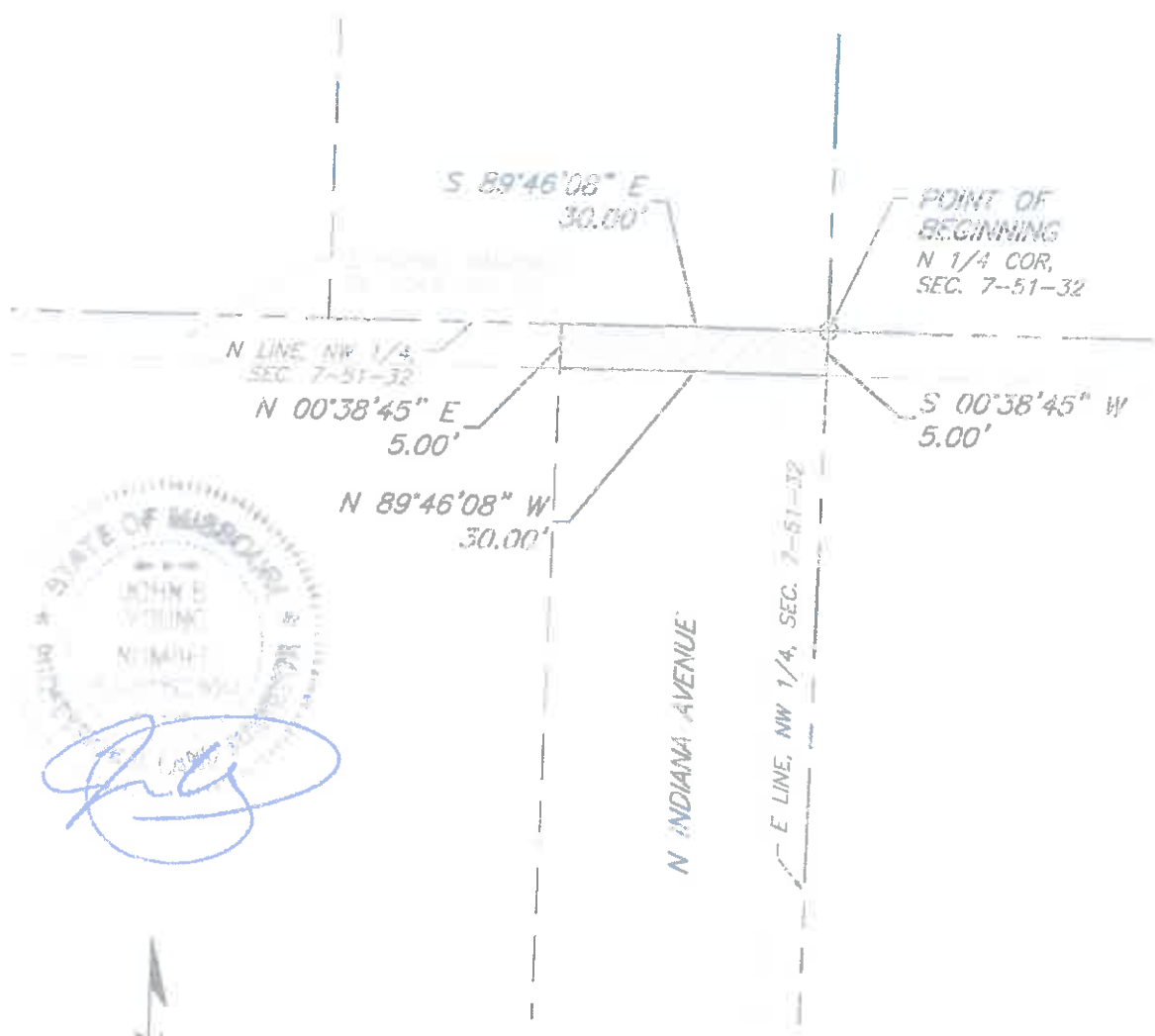
Thence South  $00^{\circ}38'45''$  West, along the East line of said Northwest Quarter, 5.00 feet;

Thence North  $89^{\circ}46'08''$  West, 30.00 feet, to the West Right-of-Way line of N. Indiana Avenue, as now established;

Thence North  $00^{\circ}38'45''$  East, along said West Right-of-Way line, 5.00 feet to the North line of said Northwest Quarter;

Thence South  $89^{\circ}46'08''$  East, along said North line, 30.00 feet to the Point of Beginning.

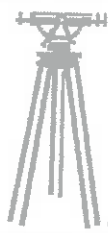
Contains 150 square feet more or less.



SCALE



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



**J & J**  
**SURVEY**  
 LLC

6500 NW TOWER DR., SUITE 102 • PLATTE WOODS, MO 64151  
 PHONE (816)741-1017 • FAX (816)741-1018

SUBORDINATION EXHIBIT 8

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



**COVENANT TO MAINTAIN STORM WATER DETENTION AND BMP FACILITIES  
(ESSEX DETENTION PLAT)**

**THIS COVENANT** made and entered into this 28 day of June, 2021, by and between Kansas City, Missouri, a constitutionally chartered Municipal corporation (**City**), and of Staley Corners LLC, a Missouri limited liability company (**Owner**).

WHEREAS, Owner is the owner of that 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, the Property is utilized for storm water drainage, collection, retention, distribution and run off as further described in that certain Covenant for Construction and Maintenance of Stormwater Detention Facility dated November 16, 2001 by and between Owner's predecessor-in-interest and various adjacent property owners and recorded with the Clay County, Missouri Recorder of Deeds at Book 3478, Page 96, on November 29, 2001, as amended by that certain Amendment Adding Residential Tract to Covenant for Construction and Maintenance of Stormwater Detention Facility dated February 4, 2002 and recorded with the Clay County, Missouri Recorder of Deeds at Book 3545, Page 399, on February 8, 2002, as may be further amended (the "**Existing Construction and Maintenance Covenant**") and warrants storm water management control and water quality Best Management Practice facilities (BMPs), collectively hereinafter referred to as (The Facilities); and

WHEREAS, The Facilities, located the Property, require preservation and maintenance in order to ensure compliance with the Existing Construction and Maintenance Covenant and 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, the surrounding areas and as required by the Existing Construction and Maintenance Covenant; 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 (subject to reimbursement pursuant to the Existing Construction and Maintenance Covenant):

- a. Be responsible for the perpetual preservation, maintenance, repair and replacement, if necessary of The Facilities located on the Property.
- b. Maintain the pipes, structures, BMPs, grounds, and appurtenances for the Facilities located on the Property.
- 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 the Property to the limits prescribed by the Kansas City Code of Ordinances.
- f. Maintain the grades within the Property pursuant to the approved plan on file in the office of the Director of City Planning & Development and identified as File No 2020-101.
- 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 the Property 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;
- b. Assess a lien on the Property;
- c. Maintain suit against Owner for all cost incurred by the City for such maintenance.

Unless necessitated by a threat to life and/or safety, City shall notify Owner not less than thirty (30) days before it begins maintenance of The Facilities.

**Sec. 3.** Owner shall not use the Property, nor attempt to use the Property, 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 permanent 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 Owner or 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 Owner or 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 LLC  
Attn: Jim Owens  
PO Box 901471  
Kansas City, MO 64190

**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 County, 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:

KANSAS CITY, MISSOURI

[Signature]  
City Clerk

By: [Signature]  
Director of City Planning and Development

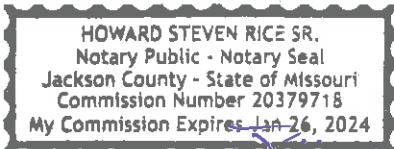
Approved as to form:

[Signature]  
Assistant City Attorney

STATE OF MISSOURI )  
COUNTY OF JACKSON ) SS

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 Jeffrey 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 Sanders, 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



EXHIBIT "A"

Tract A, ESSEX DETENTION PLAT, a subdivision of land in Kansas City, Clay County, Missouri, according to the record plat thereof.

