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Recorded in Platte County, Missouri

Recording Date/Time: 02/26/2019 at 03:22:41 PM

Instr Number: 2019001847

Book: 1308 Page: 763

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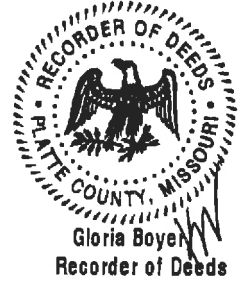
Pages: 3

Fee: \$27.00 E



Grantor: WATERMARK AT TIFFANY SPRINGS

Grantee: KANSAS CITY CITY OF



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

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#2

Olson

ORDINANCE NO. 180478

Approving the plat of Watermark at Tiffany Springs, an addition in Platte County, Missouri, on approximately 21.21 acres generally located at N. Ambassador Drive and west of N.W. Skyview Avenue, creating 2 lots for the purpose of constructing 276 multi-family residential units and 8 tracts for the purpose of private open space and detention; accepting various easements; 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. (SD1068L)

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the plat of Watermark 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 Director of City Planning and Development is hereby authorized to execute a Covenant to Maintain Stormwater Detention Facilities Agreement, to be in a form substantially as that attached hereto as Exhibit A and incorporated herein by reference.

ORDINANCE NO. 180478

Section 4. 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 5. 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 6. That the Council finds that the City Plan Commission has duly recommended its approval of this plat on February 6, 2018.

Approved as to form and legality:



Katherine Chandler
Associate City Attorney

This is to certify that General Taxes for 20 18, 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

By 

Dated, February 20, 2019



Authenticated as Passed


Sly James, Mayor


Marilyn Sanders, City Clerk

JUL 19 2018

Date Passed

55/4

Recorded in Platte County, Missouri

Recording Date/Time: 02/26/2019 at 03:22:41 PM

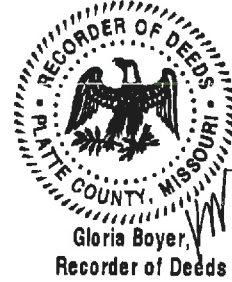
Instr Number: 2019001848

Book: 1308 Page: 764

Type: DT SUB

Pages: 4

Fee: \$55.00 N



Grantor: WATERMARK AT TIFFANY SPRINGS MO LLC
Grantee: ASSOCIATED BANK NATIONAL ASSN

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

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#3

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Space Above Line Reserved for Recorder's Use

1. **Title of Document:** Subordination of Deed of Trust and Other Security Documents

2. **Date of Document:** June 25, 2018

3. **Borrower:** Watermark at Tiffany Springs MO, LLC, a Delaware limited liability company

4. **Grantee:** Associated Bank, National Association, as Administrative Agent to the Lenders

5. **Statutory Mailing Addresses:**

Borrower: c/o Thompson Thrift Development 901 Wabash Avenue, Suite 300 Terre Haute, Indiana 47807	Grantee: 231 South Bemiston Avenue, Suite 700 St. Louis, Missouri 63105
---	--

6. **Reference(s) to Book(s) and Page(s):** Instrument #2017014178 [Book 1286, Page 950]
Instrument # 2017014179 [Book 1286, Page 951]

**RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:**

Krieg DeVault LLP
12800 North Meridian Street, Suite 300
Carmel, Indiana 46032-9422
Attn: Bradley S. Fuson, Esq.

SUBORDINATION OF DEED OF TRUST AND OTHER SECURITY DOCUMENTS

KNOW ALL MEN BY THESE PRESENTS:

That ASSOCIATED BANK, NATIONAL ASSOCIATION, as administrative agent, a national banking association with a mailing address of 231 South Bemiston Avenue, Suite 700, St. Louis, Missouri 63105 ("Grantee"), in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby subordinate for itself, its successors, grantees and assigns, all right, title, interest, claim or demand whatsoever that it may have acquired in, through or by the following instruments:

- (a) Construction Deed of Trust, Security Agreement, Fixture Filing and Assignment of Leases and Rents, which was recorded October 24, 2017 as Instrument No. 2017014178 at Book 1286, Page 950 in the Office of the Recorder of Platte County, Missouri, as the same has been amended; and
- (b) Assignment of Leases and Rents, which was recorded October 24, 2017 as Instrument No. 2017014179 at Book 1286, Page 951 in the Office of the Recorder of Platte County, Missouri, as the same has been amended.

to that certain Final Plat of Watermark at Tiffany Springs which was recorded _____, 2018 as Instrument No. _____ in the Office of the Recorder of Platte County, Missouri.

EXECUTED effective as of June 25, 2018.

**ASSOCIATED BANK, NATIONAL
ASSOCIATION, as Administrative Agent**

By: C. Howard Egger
C. Howard Egger, Senior Vice President

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared C. Howard Egger, the Senior Vice President of Associated Bank, National Association, a national banking association, who acknowledged the execution of the above and foregoing instrument on behalf of such entity.

Witness my hand and Notarial Seal this 25th day of June, 2018.

My County of Residence:
Marion

Edward A Parada

Signature

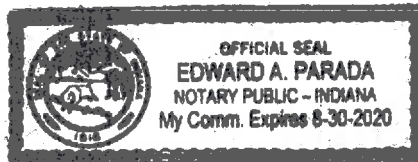
My Commission Expires:
8-30-2020

Edward A Parada
Printed

This Instrument Prepared by:

Bradley S. Fuson, Esq.
Krieg DeVault LLP
12800 North Meridian Street, Suite 300
Carmel, Indiana 46032

KD_IM-9347482_1.DOC



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3/3

Recorded in Platte County, Missouri

Recording Date/Time: 02/26/2019 at 03:22:41 PM

Instr Number: 2019001849

Book: 1308 Page: 765

Type: DE ESMT

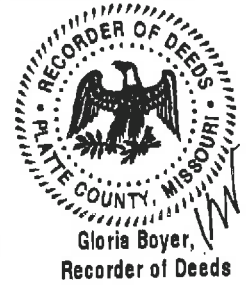
Pages: 3

Fee: \$30.00 S



Grantor: WATERMARK AT TIFFANY SPRINGS MO LLC

Grantee: KANSAS CITY MISSOURI



AVIATION AND NOISE EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

WATERMARK AT TIFFANY SPRINGS MO, LLC., hereinafter referred to as GRANTOR, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby confessed and acknowledged, hereby grant, bargain, sell, convey and confirm unto KANSAS CITY, MISSOURI, a Municipal Corporation, hereinafter referred to as GRANTEE, its successors and assigns forever, a perpetual public use easement or right-of-way for the free and unobstructed passage and effect of the flight of aircraft, of whatever ownership and whether now known or hereafter used for navigation of or flight in the air, in, through, over and across the airspace above the following described parcel of real property, lying, being, and situated in the County of Platte, State of Missouri, to-wit:

A tract of land in the Northwest Quarter of Section 6, Township 51 North, Range 33 West and in the Northeast Quarter of Section 1, Township 51 North, Range 34 West of the 5th Principal Meridian in Kansas City, Platte County, Missouri; being bounded and described as follows: Commencing at the Northwest corner of said Northwest Quarter point also being the Northeast corner of said Northeast Quarter; thence South 00°19'05" West on the west line of said Northwest Quarter line also being the East line of said Northeast Quarter, 83.32 feet to the Point of Beginning of the tract of land to be herein described; thence North 89°57'03" East, 859.48 feet to a point on the West right-of-way line of NW. Skyview Avenue, as now established; thence South 24°00'36" West, along said West right-of-way line, 87.40 feet; thence South 25°22'10" West, continuing along said West right-of-way line, 210.79 feet; thence South 24°00'36" West, continuing along said West right-of-way line, 35.21 feet; thence Southwesterly, continuing along said West right-of-way line, along a curve to the left, having an initial tangent bearing of South 25°09'04" West with a radius of 5,042.00 feet, a central angle of 01°08'28" and an arc distance of 100.42 feet; thence Southerly, continuing along said West right-of-way line, along a curve to the left, having a common tangent with the last described course with a radius of 1,147.00 feet, a central angle of 20°55'37" and an arc distance of 418.93 feet; thence South 04°28'13" West, continuing along said West right-of-way line, 180.90 feet; thence South 00°12'30" West, continuing along said West right-of-way line, 209.50 feet; thence South 48°44'24" West, continuing along said West right-of-way line, 16.02 feet to a point on the North right-of-way line of N. Ambassador Drive, as now established; thence Northwesterly, along said North right-of-way line, along a curve to the right, having an initial tangent bearing of North 82°07'02" West with a radius of 1,042.00 feet, a central angle of 53°47'59" and an arc distance of 978.42 feet; thence North 28°19'03" West, continuing along said North right-of-way line, 338.83 feet; thence North 45°13'31" East, 514.40 feet; thence North 89°57'03" East, 16.95 feet to the Point of Beginning. Containing 924,125 square feet or 21.21 acres, more or less.

#4

Olson

This easement for the free and unobstructed passage and effect of the flight of aircraft shall not be applied so as to deny to the Grantor the right of and privilege to build, install, or erect buildings and other structures and improvements on said real property in accordance with the approved zoning plan therefore; and any amendments thereto.

The rights herein granted shall include the right in such airspace or other airspace, to allow, make and emit such noise as may be inherent to the operation of aircraft now known or hereafter used for navigation of or flight in the air; reserving, however, to the Grantor, during the term of said easement, such use, rights, and privileges in said land or real property as may be exercised and enjoyed without interference with or abridgment of the rights hereby granted.

The Grantor, and for and on behalf of the Grantor's successors and assigns, covenants, bargains and agrees that the Grantor is the owner in fee simple of the above described premises and that at the time of the enrolling and delivery of these presents has full ownership right and power to grant, bargain, sell and convey the easement as aforesaid free and clear from all other grants, bargains, sales, liens, taxes, assessments and encumbrances of whatever kind or nature, and the Grantor covenants and agrees with the Grantee, its successors and assigns, to warrant and forever defend against all and every person or persons.

IN TESTIMONY WHEREOF, the said Grantor(s) has hereunto set its hand this 25th day of June, 2018.

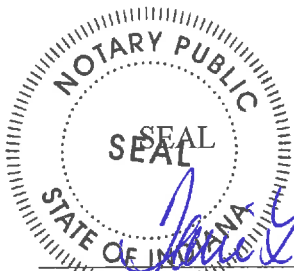
WATERMARK AT TIFFANY SPRINGS MO, LLC


By: 
Paul M. Thrift, Manager

STATE OF INDIANA)
) SS
COUNTY OF VIGO)

On this 25th day of June, 2018, before me appeared Paul M. Thrift, to me personally known, and who, being by me duly sworn, did say that he is Manager of Watermark at Tiffany Springs MO, LLC, a Delaware limited liability company, and that said instrument was signed in behalf of said company and that said Paul M. Thrift, acknowledged said instrument to be the free act and deed of said company

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




Notary Public in and for said County and State

My term expires 8-29-25

67/8

Recorded in Platte County, Missouri

Recording Date/Time: 02/26/2019 at 03:22:41 PM

Instr Number: 2019001850

Book: 1308 Page: 766

Type: DE COV

Pages: 8

Fee: \$67.00 N



Grantor: KANSAS CITY MISSOURI

Grantee: WATERMARK AT TIFFANY SPRINGS MO LLC



PLATTE COUNTY MISSOURI CERTIFICATION RECORDER OF DEEDS

NON-STANDARD DOCUMENT

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

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**COVENANT TO MAINTAIN STORM WATER DETENTION AND BMP FACILITIES
PLAT OF WATERMARK AT TIFFANY SPRINGS**

THIS COVENANT made and entered into this 27th day of September, 2018, by and between Kansas City, Missouri, a constitutionally chartered Municipal corporation (**City**), and of Watermark at Tiffany Springs MO, LLC, a Delaware limited liability company, (**Owner**).

WHEREAS, Owner has an interest in certain real estate generally located east and north of N. Ambassador Drive and west of N.W. Skyview Avenue in Kansas City, of Platte 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 Watermark at Tiffany Springs, (**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 Lots of 1 and 2 and Tracts of A, B, C, D, E, F, G and H as shown on Exhibit "B" attached hereto.

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

WHEREAS, The Facilities, located on Tracts of A, D, G and H 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:

- a. Be responsible for the perpetual preservation, maintenance, repair and replacement, if necessary of The Facilities located on of Tracts A, D, G and H.
- b. Maintain the pipes, structures, BMPs, grounds, and appurtenances for the Facilities located on Tracts A, D, G and H .
- 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 Tracts A, D, G and H to the limits prescribed by the Kansas City Code of Ordinances.
- f. Maintain the grades within Tracts A, D, G and H pursuant to the approved plan on file in the office of the Director of City Planning & Development and identified as File No CR201810181.
- 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 Tracts A, D, G and H 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 Tracts A, D, G and H , and/or the owners of Lot 1 served by the Facilities on Tracts A, D, G and H ;
- b. Assess a lien on either the Tracts A, D, G and H or on the Lot 1 or both served by the Facilities on Tracts A, D, G and H ;
- c. Maintain suit against Owner, and/or the owner of Tracts A, D, G and H and/or the owners of Lot 1 served by the Facilities on Tracts A, D, G and H 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 Tracts A, D, G and H and Lot 1 not less than thirty (30) days before it begins maintenance of The Facilities.

Sec. 3. Owner and/or the owner of Tracts A, D, G and H 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:
Watermark at Tiffany Springs, MO LLC
LLC
111 Monument Circle, Suite 1600, Indianapolis, IN 46204
Paul M. Thrift
Fax: (317) 454-8026
Phone: (317) 454-8016

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 Platte 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

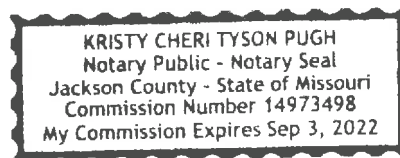
STATE OF MISSOURI)
) SS
COUNTY OF Jackson)

BE IT REMEMBERED that on this 27 day of September, 2018, 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 Narilet 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: September 3, 2022



OWNER

Watermark at Tiffany Springs, MO LLC
LLC

111 Monument Circle, Suite 1600

Indianapolis, IN 46204

Paul M. Thrift

Fax: (317) 454-8026

Phone: (317) 454-8016

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

By: *Paul M. Thrift*

Title: Manager

Date: 9-20-18

Check one:

Sole Proprietor

Partnership

Corporation

Limited Liability Company (LLC)

Attach corporate seal if applicable

STATE OF INDIANA)
) SS
COUNTY OF VIGO)

BE IT REMEMBERED, that on the 20th day of September, 2018,
before me, the undersigned notary public in and for the county and state aforesaid, came
Paul M. Thrift, to me personally known, who being by me duly sworn did
say that he is the managing member of Watermark at Tiffany Springs, MO LLC, and that said
instrument was signed on behalf of said LLC by authority of its members and acknowledged said
instrument to be the free act and deed of said LLC.

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

Janice K. Kauter
Notary Public

My commission expires: 8-29-25

EXHIBIT "A"

A tract of land in the Northwest Quarter of Section 6, Township 51 North, Range 33 West and in the Northeast Quarter of Section 1, Township 51 North, Range 34 W of the 5th Principal Meridian in Kansas City, Platte County, Missouri; being bounded and described as follows: Commencing at the Northwest corner of said Northwest Quarter point also being the Northeast corner of said Northeast Quarter; thence South $00^{\circ}19'05''$ West on the west line of said Northwest Quarter line also being the East line of said Northeast Quarter, 83.32 feet to the Point of Beginning of the tract of land to be herein described; thence North $89^{\circ}57'03''$ East, 859.48 feet to a point on the West right-of-way line of NW. Skyview Avenue, as now established; thence South $24^{\circ}00'36''$ West, along said West right-of-way line, 87.40 feet; thence South $25^{\circ}22'10''$ West, continuing along said West right-of-way line, 210.79 feet; thence South $24^{\circ}00'36''$ West, continuing along said West right-of-way line, 35.21 feet; thence Southwesterly, continuing along said West right-of-way line, along a curve to the left, having an initial tangent bearing of South $25^{\circ}09'04''$ West with a radius of 5,042.00 feet, a central angle of $01^{\circ}08'28''$ and an arc distance of 100.42 feet; thence Southerly, continuing along said West right-of-way line, along a curve to the left, having a common tangent with the last described course with a radius of 1,147.00 feet, a central angle of $20^{\circ}55'37''$ and an arc distance of 418.93 feet; thence South $04^{\circ}28'13''$ West, continuing along said West right-of-way line, 180.90 feet; thence South $00^{\circ}12'30''$ West, continuing along said West right-of-way line, 209.50 feet; thence South $48^{\circ}44'24''$ West, continuing along said West right-of-way line, 16.02 feet to a point on the North right-of-way line of N. Ambassador Drive, as now established; thence Northwesterly, along said North right-of-way line, along a curve to the right, having an initial tangent bearing of North $82^{\circ}07'02''$ West with a radius of 1,042.00 feet, a central angle of $53^{\circ}47'59''$ and an arc distance of 978.42 feet; thence North $28^{\circ}19'03''$ West, continuing along said North right-of-way line, 338.83 feet; thence North $45^{\circ}13'31''$ East, 514.40 feet; thence North $89^{\circ}57'03''$ East, 16.95 feet to the Point of Beginning. Containing 924,125 square feet or 21.21 acres, more or less.

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Recorded in Platte County, Missouri

Recording Date/Time: 02/26/2019 at 03:22:41 PM

Instr Number: 2019001851

Book: 1308 Page: 767

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Pages: 6

Fee: \$61.00 N



Grantor: WATERMARK AT TIFFANY SPRINGS MO LLC

Grantee: WATERMARK AT TIFFANY SPRINGS MO LLC



PLATTE COUNTY MISSOURI CERTIFICATION RECORDER OF DEEDS

NON-STANDARD DOCUMENT

The Recorder of Deeds has added this page to your document
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RSMo 59.310.3 (effective January 1, 2002)

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

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#6

Olson

COVER PAGE FOR RECORDING

1. Title of Document: Covenants and Restrictions for Private Open Space
2. Date of Document: June 22, 2018
3. Declarant's Name and Address: Watermark at Tiffany Springs MO, LLC
901 Wabash Avenue, Suite 300
Terre Haute, IN 47807
4. Legal Description: See legal Description on **Exhibit A** on Page 5.
5. Book and Page Reference: Book 1286, Page 990 and Book 1286, Page 991

COVENANTS AND RESTRICTIONS FOR PRIVATE OPEN SPACE

These CONVENANTS AND RESTICTIONS FOR PRIVATE OPEN SPACE (the “Covenant”) are made this 22nd day of June, 2018 by a **WATERMARK AT TIFFANY SPRINGS MO, LLC**, a Delaware limited liability company, 901 Wabash Avenue, Suite 300, Terre Haute, IN 47807 (the “Declarant”).

WHEREAS, the Declarant is the record owner of the property legally described on the plat of Watermark at Tiffany Springs, a subdivision in Kansas City, Platte County, Missouri, a PDF copy of which is attached hereto as Exhibit A and incorporated herein by reference (the “Property”); and

WHEREAS, the Declarant is the record owner of All of TRACTS A, B, C, E, F, G, AND H, Watermark at Tiffany Springs, a subdivision in Kansas City, Platte County, Missouri, as shown on Exhibit A attached hereto collectively (the “Private Open Space”) and incorporated herein by reference; and

WHEREAS, the Declarant desires to enhance and protect the value, desirability and attractiveness of the Property by, among other things, providing for the development and ongoing maintenance of the Private Open Space.

NOW, THEREFORE, the Declarant hereby states as follows:

1. **Obligation to Develop and Maintain Open Space.** The Declarant hereby covenants and agrees at its sole cost and expense, to be responsible for the development of, and ongoing maintenance for, the landscaping located within the Private Open Space.
2. **Successors and Assigns.** This Covenant shall be binding upon and shall inure to the benefit of the Declarant (as the record owner in fee title of the Private Open Space), each subsequent record owner in fee title of the Private Open Space, and the Declarant’s successors and assigns.
3. **Captions.** The captions herein inserted are included only as a matter of convenience and for reference, and in no way define, limit, or describe the cope of this Covenant or the intent of any provision hereof.
4. **Counterparts.** This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any Party may execute this Agreement by signing any such counterpart.

(SPACE INTENTIONALLY LEFT BLANK)

IN TESTIMONY WHEREOF, the said Declarant has hereunder set their hand this 22nd day of June, 2018, pursuant to due authority.

DECLARANT:

Watermark at Tiffany Springs MO, LLC

By: 
Paul M. Thrift, Manager

STATE OF INDIANA)
)SS:
COUNTY OF VIGO)

Before me, a notary public personally appeared Paul M. Thrift, the Manager of Watermark at Tiffany Springs MO, LLC, a Delaware limited liability company, who acknowledged execution of the foregoing Covenants and Restrictions for Private Open Space, and who, having been duly sworn, stated that the representations therein contained are true.

Witness my hand and seal this 22nd day of June, 2018.


_____, Notary Public



My Commission Expires:
8-29-25

County of Residence:
Parke

