

013

Recorded in Platte County, Missouri

Recording Date/Time: 11/19/2020 at 02:51:03 PM

Instr Number: 2020020413

Book: 1344 Page: 417

Type: DE ORD

Pages: 3

Fee: \$27.00 E



Grantor: KANSAS CITY MISSOURI CITY OF

Grantee: GREEN HILLS PLAZA 2ND PLAT



PLATTE COUNTY MISSOURI CERTIFICATION RECORDER OF DEEDS

EXEMPT DOCUMENT

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

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

This Page is Part Of The Document – Do Not Detach

①

Windfield Real Estate

27
2. ①

ORDINANCE NO. 200787

Approving the plat of Green Hills Plaza Second Plat, an addition in Platte County, Missouri, on approximately 2.20 acres generally located near N. Green Hills Road and N.W. Barry Road, creating 1 lot for a commercial use and 2 tracts; 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. (CLD-FnPlat-2020-00022)

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the plat of Green Hills Plaza Second Plat, 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 Storm Water Detention Facilities Agreement (Tracts B and C), to be in a form substantially as that attached hereto as Exhibit A and incorporated herein by reference.

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ORDINANCE NO. 200787

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 August 4, 2020.

Approved as to form and legality:

[Handwritten signature]

Eduard Alegre
Assistant City Attorney

~~This is to certify that for 20___, and all ___ as special assessments for local improvements currently due if any, on property described have been paid.~~

~~City Treasurer, Kansas City, MO~~

~~By _____
Dated, _____~~



Authenticated as Passed

[Handwritten signature]

Quinton Lucas, Mayor

Marilyn Sanders, City Clerk

SEP 24 2020

Date Passed

This is to certify that General Taxes for 20 19, 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 *[Handwritten signature]*
Dated, 11-18, 2020

42 ③
7

Recorded in Platte County, Missouri

Recording Date/Time: 11/19/2020 at 02:51:03 PM

Instr Number: 2020020415

Book: 1344 Page: 418

Type: DE COV

Pages: 7

Fee: \$42.00 S



Grantor: GH14 LLC

Grantee: KANSAS CITY MISSOURI



**COVENANT TO MAINTAIN STORM WATER DETENTION AND BMP FACILITIES
PLAT OF Green Hills Plaza Second Plat for Tracts "B" and Tract "C"**

THIS COVENANT made and entered into this ^{12TH} ~~27TH~~ day of NOVEMBER ~~OCTOBER~~, 2020, by and between Kansas City, Missouri, a constitutionally chartered Municipal corporation (^{GRANTOR} ~~CITY~~), and of GH14, LLC, a Limited Liability Company, (^{GRANTEE} ~~OWNER~~).

WHEREAS, Owner has an interest in certain real estate Generally located on the south side of NW Barry Rd between N Green Hills Rd on the west and N Granby Ave on the east 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 **FINAL PLAT GREEN HILLS PLAZA SECOND 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 Lots of 3 and Tract(s) of B,C 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 Tract(s) of B,C 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

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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 Tract(s) B,C.
- b. Maintain the pipes, structures, BMPs, grounds, and appurtenances for the Facilities located on Tract(s) B,C.
- 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) B,C to the limits prescribed by the Kansas City Code of Ordinances.
- f. Maintain the grades within Tract(s) B,C pursuant to the approved plan on file in the office of the Director of City Planning & Development and identified as File #2020-015 and CRBC-2020-40017.
- 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) B,C 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) B,C, and/or the owners of Lots 3 served by the Facility on Tract(s) B,C;
- b. Assess a lien on either the Tract(s) B,C or on the Lots 3 or both served by the Facility on Tract(s) B,C;
- c. Maintain suit against Owner, and/or the owner of Tract(s) B,C and/or the owners of Lots 3 served by the Facility on Tract(s) B,C 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) B,C and Lots 3 not less than thirty (30) days before it begins maintenance of The Facilities.

Sec. 3. Owner and/or the owner of Tract(s) B,C 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:
GH14, LLC
3630 Briarcliff Rd
Kansas City, MO 64116
FAX: 816-817-1009 PHONE: 816-728-0940

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

Sec. 8. Invalidity 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:

[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)
COUNTY OF Jackson) SS

BE IT REMEMBERED that on this 12 day of November, 2020, before me, the undersigned, a notary public in and for the county and state aforesaid, came Diane Buckley, 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 Mari Lynn Surdick, 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

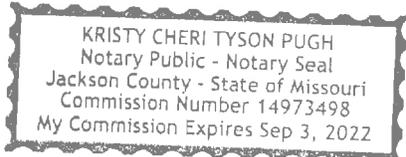


EXHIBIT "A"

PROPERTY DESCRIPTION:

A tract of land located in the Southeast Quarter of Section 8, Township 51 North, Range 33 West, in Kansas City, Platte County, Missouri, being more particularly described as follows:

Commencing at the Northwest corner of said Southeast Quarter; thence South 88°41'47" East, along the North line of said Southeast Quarter, 454.41 feet; thence South 01°18'13" West, 40.00 feet to a point on the South Right-of-Way line of NW Barry Road, as now established, said point also being the Point of Beginning; thence South 88°41'47" East, along said South Right-of-Way line, 285.89 feet; thence South 01°18'13" West, 194.15 feet; thence South 88°41'47" East, 35.00 feet; thence South 01°18'13" West, 60.00 feet; thence North 88°41'47" West, 55.00 feet; thence South 01°18'13" West, 100.38 feet to a point on the North line of GREEN HILLS PLAZA – REPLAT OF LOT 1, a subdivision in said Kansas City, Platte County, Missouri; thence along said North line the following three courses; thence North 88°41'47" West, 200.00 feet; thence North 01°18'13" East, 85.52 feet; thence North 88°41'47" West, 65.90 feet; thence North 01°18'13" East, 269.00 feet to the Point of Beginning. Contains 95,814 square feet or 2.20 acres more or less.

503

Recorded in Platte County, Missouri

Recording Date/Time: 11/19/2020 at 02:51:03 PM

Instr Number: 2020020417

Book: 1344 Page: 420

Type: DT SUB

Pages: 3

Fee: \$52.00 N



Grantor: GH14

Grantee: BANK OF WESTON



PLATTE COUNTY MISSOURI CERTIFICATION RECORDER OF DEEDS

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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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Windfield Real Estate

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corporation named in the foregoing deed of release, and that the seal thereto affixed is the corporate seal of the corporation and that said deed of release was signed and sealed in behalf of said corporation by authority of its Board of Directors and said Manager acknowledged said instrument to be the free act and deed of said corporation. Witness my hand and seal subscribed and affixed in said County and State, the day and year above written.



AARON TRUAX
My Commission Expires
November 8, 2023
Platte County
Commission #15627411

Aaron Truax
Notary Public

My Commission expires November 8, 2023

Recorded in Platte County, Missouri

Recording Date/Time: 11/19/2020 at 02:51:03 PM

Instr Number: 2020020416

Book: 1344 Page: 419

Type: DT SUB

Pages: 3

Fee: \$52.00 N



Grantor: GH14 LLC

Grantee: BANK OF WESTON



Gloria Boyer
Recorder of Deeds

PLATTE COUNTY MISSOURI CERTIFICATION RECORDER OF DEEDS

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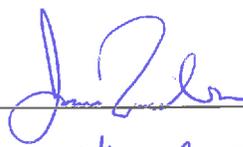
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**SUBORDINATION OF DEED OF TRUST
(PARTIAL - CORPORATION)**

This Subordination of deed of trust Witnesseth, that Bank of Weston a corporation organized and existing under the laws of the State of Missouri, having its principal place of business in PLATTE County, Missouri, as owner and holder of the note evidencing the debt secured by the Deed of Trust executed by GH14 LLC, dated and recorded in the office of the Recorder of Deeds for PLATTE County, Missouri, as Document No. 2017008106, in Book 1280 at Page 922, for value received does hereby subordinate the lien and effect of said Deed of Trust to the easements and building lines and lot lines as shown on the property therein described on the plat of GREEN HILLS PLAZA SECOND PLAT,

recorded as Document No. _____, in Book _____ at Page _____. Provided, however, that this subordination shall not prejudice the lien of said Deed of Trust on the remaining property therein described.

IN WITNESS WHEREOF, these presents have been executed under the seal of said corporation, pursuant to due authority, this 1st day of October, 2020.

By 
Title Vice President

CORPORATION ACKNOWLEDGEMENT

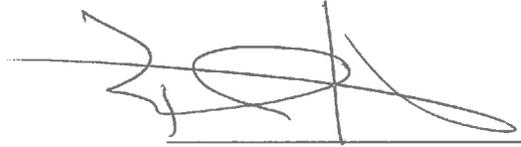
STATE OF MISSOURI)

) ss:

COUNTY OF PLATTE)

On this 1st day of October, 2020 before, the undersigned, a Notary Public, in and for said County and State, personally appeared Jacob Wilson to me personally known, who being by me duly sworn did say that he/she is VP of the

corporation named in the foregoing deed of release, and that the seal thereto affixed is the corporate seal of the corporation and that said deed of release was signed and sealed in behalf of said corporation by authority of its Board of Directors and said _____ acknowledged said instrument to be the free act and deed of said corporation. Witness my hand and seal subscribed and affixed in said County and State, the day and year above written.



Notary Public

My Commission expires 12/11/2023.

BYRON ANDRE HARDIMAN
Notary Public - Notary Seal
State of Missouri - Jackson County
Commission # 11769416
My Commission Expires 12/11/2023

5/8/20

Recorded in Platte County, Missouri

Recording Date/Time: 11/19/2020 at 02:51:03 PM

Instr Number: 2020020418

Book: 1344 Page: 421

Type: DT SUB

Pages: 3

Fee: \$52.00 N



Grantor: GH14 LLC

Grantee: BANK OF WESTON



PLATTE COUNTY MISSOURI CERTIFICATION RECORDER OF DEEDS

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Gloria Boyer
Recorder of Deeds
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Platte City, MO 64079

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known, who being by me duly sworn did say that he/she is VH of the corporation named in the foregoing deed of release, and that the seal thereto affixed is the corporate seal of the corporation and that said deed of release was signed and sealed in behalf of said corporation by authority of its Board of Directors and said _____ acknowledged said instrument to be the free act and deed of said corporation. Witness my hand and seal subscribed and affixed in said County and State, the day and year above written.



Notary Public

My Commission expires 12/11/2023.

BYRON ANDRE HARDIMAN
Notary Public - Notary Seal
State of Missouri - Jackson County
Commission # 11769418
My Commission Expires 12/11/2023

Recorded in Platte County, Missouri

Recording Date/Time: 11/19/2020 at 02:51:03 PM

Instr Number: 2020020419

Book: 1344 Page: 422

Type: DT SUB

Pages: 3

Fee: \$52.00 N



Grantor: GH14

Grantee: BANK OF WESTON



**PLATTE COUNTY MISSOURI CERTIFICATION
RECORDER OF DEEDS**

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Gloria Boyer
Recorder of Deeds
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Platte City, MO 64079

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**SUBORDINATION OF DEED OF TRUST
(PARTIAL - CORPORATION)**

This Subordination of deed of trust Witnesseth, that Bank of Weston a corporation organized and existing under the laws of the State of Missouri, having its principal place of business in PLATTE County, Missouri, as owner and holder of the note evidencing the debt secured by the Deed of Trust executed by GH14, dated and recorded in the office of the Recorder of Deeds for PLATTE County, Missouri, as Document No.2020004264, in Book 1328 at Page 357, for value received does hereby subordinate the lien and effect of said Deed of Trust to the easements and building lines and lot lines as shown on the property therein described on the plat of GREEN HILLS PLAZA SECOND PLAT,

recorded as Document No. _____, in Book _____ at Page _____. Provided, however, that this subordination shall not prejudice the lien of said Deed of Trust on the remaining property therein described.

IN WITNESS WHEREOF, these presents have been executed under the seal of said corporation, pursuant to due authority, this 16th day of SEPTEMBER, 2020.

By 

Title mgr.

CORPORATION ACKNOWLEDGEMENT

STATE OF MISSOURI)

) ss:

COUNTY OF PLATTE)

On this 16th day of SEPTEMBER, 2020 before, the undersigned, a Notary Public, in and for said County and State, personally appeared Shane Danner to me personally known, who being by me duly sworn did say that he/she is Manager of the

corporation named in the foregoing deed of release, and that the seal thereto affixed is the corporate seal of the corporation and that said deed of release was signed and sealed in behalf of said corporation by authority of its Board of Directors and said Manager acknowledged said instrument to be the free act and deed of said corporation. Witness my hand and seal subscribed and affixed in said County and State, the day and year above written.



AARON TRUAX
My Commission Expires
November 8, 2023
Platte County
Commission #15627411

Aaron Truax
Notary Public

My Commission expires November 8, 2023

318
11

Recorded in Platte County, Missouri

Recording Date/Time: 11/19/2020 at 02:51:03 PM

Instr Number: 2020020420

Book: 1344 Page: 423

Type: DE DEC

Pages: 11

Fee: \$54.00 S



Grantor: GH14 LLC

Grantee: GH14 LLC



This instrument prepared by and when recorded return to:

Andrew Lonard
Levy Craig Law Firm
4520 Main Street, Suite 1600
Kansas City, MO 64111

- 1. Title of Document: Amendment to Declaration of Covenants, Conditions, Easements and Restrictions
- 2. Date of Document: November 19, 2020
- 3. Grantor: GH14 LLC
- 4. Grantee: GH14 LLC
- 5. Grantee(s) Mailing Address: 3630 Briarcliff Road, Kansas City, MO, 64116
- 6. Legal Description: See Exhibit A
- 7. Reference Book and Pages: Book 1324, Page 103

✓ Windfield Real Estate

**AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS, AND
RESTRICTIONS OF THE GREEN HILLS PLAZA SHOPPING CENTER**

This Amendment (this "**Amendment**") to the Declaration of Covenants, Conditions, Easements and Restrictions of The Green Hills Plaza Shopping Center, recorded December 31, 2019, as Document No. 2019017270, Book 1324, Page 103 in the Platte County register of deeds (the "**Declaration**") is made as of the date signed below by GH 14 LLC, a Missouri limited liability company ("**Declarant**") and consented to and acknowledged by Storage 1, LLC, a Missouri limited liability company ("**Storage 1**"), the owner of that certain real property (and improvements thereon) currently encumbered by the Declaration and as legally described in **Exhibit C** attached hereto. Capitalized terms used but not defined herein will have the meanings given to them in the Declaration.

RECITALS

WHEREAS, Declarant owns and is developing a mixed-use retail, commercial and self-storage project on a tract of land ("**Property**") located in Kansas City, Platte County, Missouri, more fully described in **Exhibit A** to this Declaration;

WHEREAS, Storage 1 is the owner of that certain real property (and improvements thereon) currently encumbered by the Declaration and as legally described in **Exhibit C** attached hereto;

WHEREAS, pursuant to Section 12.5 of the Declaration, Declarant has the authority to amend the Declaration; and

WHEREAS, Declarant, with the consent of Storage 1, hereby amends the Declaration, pursuant to the terms and conditions set forth below, to clarify certain provisions of the Declaration pertaining to the allocation of CAM Assessments among the owners of each portion of the Property, to remove any cross-parking easements granted under the Declaration, to clarify that parking in the Common Areas is prohibited, and to clarify the inapplicability of certain conditions precedent to the commencement of construction of Improvements on the Property to Declarant.

NOW, THEREFORE, Declarant hereby amends the Declaration as follows:

1. **Assessment Rates.** Section 10.2 of the Declaration is hereby deleted in its entirety and replaced with the following:

"10.2 Assessment Rates. The Owner of that certain portion of the Property legally described in **Exhibit C** attached hereto (the "**Storage 1 Property**") shall be responsible for a CAM Assessment equal to fifteen percent (15%) of the total amount of Common Expenses which are the subject of any CAM Assessment (the "**Storage 1 Property Share**"). Each Owner of a Parcel, excluding the Owner of the Storage 1 Property, shall be responsible for a CAM Assessment equal to such Owner's share of Common Expenses remaining after deducting the amount of Common Expenses assessed to the Owner of the Storage 1 Property determined by dividing the aggregate Gross Floor Area of each Building located on such Owner's Parcel, divided by the aggregate Gross Floor Area of all Buildings located within the Development (excluding the Storage 1 Property and further excluding all sub-grade basement area in which no Retail Use or Office Use is conducted) (the "**Remaining Share**;" the Storage 1 Property Share and the Remaining Share are collectively referred to herein as the "**Pro-Rata Share**")."

2. Definitions. Section 2.54 of the Declaration is hereby deleted in its entirety and replaced with the following:

“Sherwin-Williams Lease – that certain Lease between the Declarant and Sherwin-Williams with an effective date of January 30, 2020 whereby Declarant has leased a portion of the Property to Sherwin-Williams and Sherwin-Williams has leased the same from Declarant, and any amendments, extensions or renewals of the same.”

3. Deletion of Cross-Parking Easements.

(a) The following sentence is hereby added to the end of Section 2.10: “Notwithstanding anything to the contrary stated in this Declaration, parking facilities are not included in the Common Area.”

(b) The following sentence is hereby added to the end of Section 2.13: “Notwithstanding anything to the contrary stated in this Declaration, parking facilities are not included in the Common Facilities.”

(c) Section 3.6 of the Declaration is hereby deleted in its entirety and replaced with the following:

“3.6 Easement for Ingress and Egress. There is hereby created a non-exclusive easement in favor of all Owners and Occupants, and their respective agents, licensees, subtenants, employees, and invitees for ingress, egress, and access to the Property over and across the streets, driveways, and sidewalks within the Common Areas, as provided in this Declaration.”

(d) Section 3.7 of the Declaration is hereby deleted in its entirety.

(e) Section 3.9 of the Declaration is hereby deleted in its entirety and replaced with the following:

“3.9 Termination. In the event this Declaration is terminated pursuant to Article 12 or any subsequent amendment thereof, the easements created pursuant to this Article for utilities, ingress and egress shall survive any such termination and shall remain in full force and effect.”

(f) Subsection e. of Section 6.6 of the Declaration is hereby deleted in its entirety and replaced with the following:

“e. Any parking or storage of motor vehicles in the Common Areas is strictly prohibited.”

4. Regulation of Uses. Section 4.1(b) of the Declaration is hereby deleted in its entirety and replaced with the following:

“The utilization of property leased by Sherwin-Williams pursuant to that certain Lease between the Declarant and Sherwin-Williams with an effective date of January 30, 2020 (the “Sherwin-Williams Property”) may be used by Sherwin-Williams, for so long as Sherwin-Williams leases the Sherwin-Williams Property pursuant to the Sherwin-Williams Lease, for

the sale, display and storage of paints, coatings, varnishes, lacquers and kindred products, insecticides, wallpaper and wall coverings, floor coverings, pictures, home decorative accessories, treatments, tinting and intermixing of paints, coatings and kindred materials, painter and home maintenance supplies and other related merchandise, and for such other uses as may be necessary or incidental thereto or for any other lawful purpose (“Sherwin-Williams Intended Use”).”

5. Conditions Precedent to Commencement of Construction of Improvements; Not Applicable to Declarant.

(a) Section 6.1 of the Declaration is hereby deleted in its entirety and replaced with the following:

“6.1 General. No Improvements shall be constructed, erected, placed, or its exterior altered on any portion of the Property unless such portion of the Property is a Parcel in accordance with the provisions hereof and such Improvements comply with the provisions of this Article 6 and are approved by Declarant in the manner provided in Article 7; provided, however, that the covenants and restrictions are expressly waived as to Improvements existing or under construction as of the Date of this Declaration and as to Improvements at any time constructed by or at the direction of Declarant on any portion of the Property owned by Declarant.”

(b) Section 7.1 of the Declaration is hereby deleted in its entirety and replaced with the following:

“7.1 Control of Improvements. No Improvement shall be constructed, erected, placed, or have its exterior altered on a Parcel without the prior approval by Declarant of the Plans (as defined below) therefore, obtained in the manner hereinafter set forth. Notwithstanding the foregoing, all Improvements existing and located on the Property as of the Date of this Declaration are hereby deemed to be in compliance with the terms of this Declaration and all Improvements at any time constructed by or at the direction of Declarant on any portion of the Property owned by Declarant are deemed to be in compliance with the terms of this Declaration.”

(c) The following is hereby added to the Declaration as Section 7.8:

“7.8 The terms and provisions set forth in Section 7.2, 7.3, 7.4, 7.5, and 7.6 of this Declaration are not applicable to the construction by Declarant of Improvements on any portion of the Property owned by Declarant, and Improvements at any time constructed by or at the direction of Declarant on any portion of the Property owned by Declarant are deemed to be in compliance with the terms of this Declaration.”

6. Authority. Declarant represents and warrants that, pursuant to Section 12.5 of the Declaration, Declarant has full authority to amend the Declaration as provided herein.

7. Miscellaneous. Except as expressly amended hereby, the Declaration remains unaltered and in full force and effect and are hereby ratified, adopted and confirmed in all respects. This Amendment will govern in the event of any conflict between the terms of the Declaration and the terms of this Amendment. This Amendment will be binding upon, and inure to the benefit of, and will be enforceable by the Declarant, the Owners, and the Association, and their respective successors and permitted assigns. In the event that a

paragraph, section, sentence, clause or phrase contained in this Amendment becomes or is held by any court of competent jurisdiction to be illegal, null or void or against public policy, the remaining paragraphs, sections, sentences, clauses or phrases contained in this Amendment will not be affected thereby. This Amendment may be executed in any number of counterparts, each of which will be deemed an original and all of which counterparts together constitutes one agreement with the same effect as if the parties had signed the same signature page.

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IN WITNESS WHEREOF, Declarant has caused this instrument to be executed as of the 19th day of November, 2020.

GH14, LLC,
a Missouri limited liability company

By: [Signature]

Name: Nicholas McFee

Title: Manager

STATE OF MISSOURI)
) ss.
COUNTY OF PLATTE)

On this 19th day of November 2020, before me, appeared Nicholas McFee, to me personally known, who being duly sworn, did say that he is the Manager of GH14, LLC, a Missouri limited liability company (the "Company") and that the foregoing instrument was signed for the purposes therein contained on behalf of the Company and by authority of the Company; and he further acknowledged said instrument to be the free act and deed of the Company.

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



AARON TRUAX
My Commission Expires
November 8, 2023
Platte County
Commission #15027411

Aaron Truax
Notary Public

Aaron Truax
Printed Name

My Commission Expires: November 8, 2023

ACKNOWLEDGMENT AND CONSENT

IN WITNESS WHEREOF, Storage 1 has caused this instrument to be executed as of the 19th day of November, 2020.

STORAGE 1, LLC,
a Missouri limited liability company

By: [Signature]

Name: Shane Danner

Title: Manager

STATE OF MISSOURI)
) ss.
COUNTY OF PLATTE)

On this 19th day of November 2020, before me, appeared Shane Danner, to me personally known, who being duly sworn, did say that he is the Manager of STORAGE 1, LLC, a Missouri limited liability company, and that the foregoing instrument was signed for the purposes therein contained on behalf of said limited liability company and by authority of said limited liability company; and he further acknowledged said instrument to be the free act and deed of said limited liability company.

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



AARON TRUAX
My Commission Expires
November 8, 2023
Platte County
Commission #15627411

[Signature]
Notary Public

Aaron Truax
Printed Name

My Commission Expires: November 8, 2023

EXHIBIT A**Legal Description**Tract 1:

ALL OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 8, TOWNSHIP 51, RANGE 33, IN KANSAS CITY, PLATTE COUNTY, MISSOURI, EXCEPT ANY PART IN ROADWAY.

PART OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 51, RANGE 33, KANSAS CITY, PLATTE COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH LINE OF SAID QUARTER QUARTER SECTION, 264 FEET WEST OF THE NORTHEAST CORNER OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 51, RANGE 33; THENCE WEST ALONG SAID NORTH LINE 264 FEET; THENCE SOUTH 495 FEET; THENCE EAST 264 FEET; THENCE NORTH 495 FEET TO THE POINT OF BEGINNING. EXCEPT PART DEEDED FOR ROAD PURPOSES.

A TRACT OF LAND IN THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 51, RANGE 33, KANSAS CITY, PLATTE COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE WEST HALF OF SAID QUARTER SECTION; THENCE WEST 32 RODS; THENCE SOUTH 40 RODS; THENCE EAST 32 RODS; THENCE NORTH 40 RODS TO THE PLACE OF BEGINNING, EXCEPT PART OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 51, RANGE 33, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH LINE OF SAID QUARTER QUARTER SECTION 264 FEET WEST OF THE NORTHEAST CORNER OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 51, RANGE 33; THENCE WEST ALONG SAID NORTH LINE 264 FEET; THENCE SOUTH 495 FEET; THENCE EAST 264 FEET; THENCE NORTH 495 FEET TO THE POINT OF BEGINNING, AS APPEARS IN BOOK 181, PAGE 130 OF THE DEED RECORDS OF PLATTE COUNTY, MISSOURI, AND FURTHER EXCEPTING, A TRACT OF LAND IN THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 51, RANGE 33, KANSAS CITY, PLATTE COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE WEST HALF OF SAID QUARTER SECTION; THENCE WEST ALONG THE NORTH LINE OF SAID QUARTER SECTION, A DISTANCE OF 264 FEET; THENCE SOUTH ALONG A LINE PARALLEL TO AND 264 FEET WEST OF THE EAST LINE OF SAID HALF-QUARTER SECTION, A DISTANCE OF 660 FEET; THENCE EAST ALONG A LINE PARALLEL TO AND 660 FEET SOUTH OF THE NORTH LINE OF SAID QUARTER SECTION, A DISTANCE OF 264 FEET TO A POINT ON THE EAST LINE OF THE WEST HALF OF SAID SOUTHEAST QUARTER; THENCE NORTH ALONG SAID EAST LINE A DISTANCE OF 660 FEET TO THE POINT OF BEGINNING, AND EXCEPT ANY PART IN ROADWAYS.

A TRACT OF LAND IN THE SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 51, RANGE 33, KANSAS CITY, PLATTE COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH LINE OF THE SOUTHEAST QUARTER OF SECTION 8, 10 CHAINS EAST OF THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 8; THENCE EAST 1.66 CHAINS; THENCE SOUTH 10 CHAINS; THENCE WEST 1.66 CHAINS TO A POINT 10 CHAINS EAST OF THE WEST LINE OF THE SOUTHEAST QUARTER OF SECTION 8; THENCE NORTH 10 CHAINS TO THE POINT OF BEGINNING, EXCEPT ANY PART IN ROADWAY.

Tract 2:

A TRACT OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 51 NORTH, RANGE 33 WEST, IN KANSAS CITY, PLATTE COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID SOUTHEAST QUARTER; THENCE SOUTH 88°41'47" EAST, ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER, 65.51 FEET; THENCE SOUTH 01°18'13" WEST, 40.00 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF NW BARRY ROAD, AS NOW ESTABLISHED, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE SOUTH 88°41'47" EAST, ALONG SAID SOUTH RIGHT-OF-WAY LINE, 961.47 FEET TO THE NORTHWEST CORNER OF TRACT 1, ROCK OF AGES EV LUTHERAN CHURCH, A SUBDIVISION; THENCE SOUTH 00°30'38" WEST, ALONG THE WEST LINE OF SAID TRACT 1, 354.56 FEET TO THE NORTHEAST CORNER OF GREEN HILLS PLAZA, REPLAT OF LOT 1, A SUBDIVISION; THENCE ALONG THE NORTH LINE OF SAID GREEN HILLS PLAZA, REPLAT OF LOT 1, THE FOLLOWING SEVEN COURSES; COURSE ONE: NORTH 88°41'47" WEST, 511.68 FEET; COURSE TWO: NORTH 01°18'13" EAST, 85.52 FEET; COURSE THREE: NORTH 88°41'47" WEST, 131.79 FEET; COURSE FOUR: NORTH 01°18'13" EAST, 14.08 FEET; COURSE FIVE: NORTH 88°41'47" WEST, 161.00 FEET; COURSE SIX: SOUTH 01°18'13" WEST, 59.00 FEET; COURSE SEVEN: NORTH 88°41'47" WEST, 182.12 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF GREEN HILLS ROAD, AS NOW ESTABLISHED; THENCE NORTH 00°25'51" EAST, ALONG SAID EAST RIGHT-OF-WAY LINE, 288.96 FEET; THENCE NORTH 45°52'02" EAST, CONTINUING ALONG SAID EAST RIGHT-OF-WAY LINE, 35.08 FEET TO THE POINT OF BEGINNING. CONTAINS 314,640 SQUARE FEET OR 7.22 ACRES MORE OR LESS.

Tract 3:

ALL THAT PART OF TRACTS 1, 2, 3 AND 4 AS DESCRIBED IN THE SPECIAL WARRANTY DEED, RECORDED JUNE 21, 2017 AS INSTRUMENT NUMBER 2017008102 IN BOOK 1280, PAGE 918, LYING IN THE SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 51 NORTH, RANGE 33 WEST, IN KANSAS CITY, PLATTE COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 8; THENCE SOUTH 0 DEGREES 25 MINUTES 51 SECONDS WEST ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 8, A DISTANCE OF 407.97 FEET; THENCE SOUTH 88 DEGREES 41 MINUTES 47 SECONDS EAST PARALLEL WITH THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 8, A DISTANCE OF 40.00 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF NORTH GREEN HILLS ROAD TO THE POINT OF BEGINNING OF THE TRACT OF LAND TO BE DESCRIBED HEREIN; THENCE CONTINUING SOUTH 88 DEGREES 41 MINUTES 47 SECONDS EAST, BEING PARALLEL WITH THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 8, A DISTANCE OF 342.30 FEET; THENCE NORTH 1 DEGREE 18 MINUTES 13 SECONDS EAST, BEING PERPENDICULAR TO THE LAST DESCRIBED COURSE, A DISTANCE OF 98.92 FEET; THENCE SOUTH 88 DEGREES 41 MINUTES 47 SECONDS EAST, BEING PARALLEL WITH THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 8, A DISTANCE OF 131.79 FEET; THENCE SOUTH 1 DEGREE 18 MINUTES 13 SECONDS WEST, BEING PERPENDICULAR TO THE LAST DESCRIBED COURSE, A DISTANCE OF 85.52 FEET; THENCE SOUTH 88 DEGREES 41 MINUTES 47 SECONDS EAST, BEING PARALLEL WITH THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 8, A DISTANCE OF 511.68 FEET TO A POINT ON THE WEST LINE OF TRACT 1 IN ROCK OF AGES EV. LUTHERAN CHURCH SUBDIVISION; THENCE SOUTH 0 DEGREES 30 MINUTES 38 SECONDS WEST ALONG THE WEST LINE OF SAID TRACT 1 IN ROCK OF AGES EV. LUTHERAN CHURCH SUBDIVISION, A DISTANCE OF 265.42 FEET TO THE SOUTHWEST CORNER OF SAID TRACT 1, ALSO BEING A POINT ON THE

NORTH LINE OF LOT 2 IN LINE HILLS SUBDIVISION; THENCE NORTH 88 DEGREES 41 MINUTES 47 SECONDS WEST ALONG THE NORTH LINE OF SAID LOT 2 IN LINE HILLS SUBDIVISION, BEING PARALLEL WITH THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 8, A DISTANCE OF 985.61 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF NORTH GREEN HILLS ROAD; THENCE NORTH 0 DEGREES 25 MINUTES 51 SECONDS EAST ALONG THE EAST RIGHT OF WAY LINE OF NORTH GREEN HILLS ROAD, BEING 40.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 8, A DISTANCE OF 252.02 FEET TO THE POINT OF BEGINNING; CONTAINING 268,306 SQUARE FEET OR 6.159 ACRES, MORE OR LESS.

Tract 4:

A TRACT OF LAND IN THE SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 51 NORTH, RANGE 33 WEST, IN KANSAS CITY, PLATTE COUNTY, MISSOURI, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID SOUTHEAST QUARTER; THENCE SOUTH 00 DEGREES 25 MINUTES 51 SECONDS WEST, ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 407.97 FEET; THENCE SOUTH 88 DEGREES 41 MINUTES 47 SECONDS EAST, A DISTANCE OF 40.00 FEET TO THE EASTERLY RIGHT OF WAY LINE OF A PUBLIC ROAD, NOW KNOWN AS GREEN HILLS ROAD, AND THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 25 MINUTES 51 SECONDS EAST, ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 54.00 FEET; THENCE SOUTH 88 DEGREES 41 MINUTES 47 SECONDS EAST, A DISTANCE OF 182.12 FEET; THENCE NORTH 01 DEGREES 18 MINUTES 13 SECONDS EAST, A DISTANCE OF 59.00 FEET; THENCE SOUTH 88 DEGREES 41 MINUTES 47 SECONDS EAST, A DISTANCE OF 161.00 FEET; THENCE SOUTH 01 DEGREES 18 MINUTES 13 SECONDS WEST, A DISTANCE OF 113.00 FEET; THENCE NORTH 88 DEGREES 41 MINUTES 47 SECONDS WEST, A DISTANCE OF 342.30 FEET TO THE EASTERLY RIGHT OF WAY LINE OF A PUBLIC ROAD, NOW KNOWN AS GREEN HILLS ROAD, AND THE POINT OF BEGINNING. THE ABOVE CONTAINS 28,005 SQUARE FEET OR 0.64 ACRES, MORE OR LESS, AND IS SUBJECT TO ANY OR ALL RIGHTS OF WAY, EASEMENTS OR ENCUMBRANCES, IF ANY.

EXHIBIT C**Legal Description of the Storage 1 Property**

ALL THAT PART OF TRACTS 1, 2, 3 AND 4 AS DESCRIBED IN THE SPECIAL WARRANTY DEED, RECORDED JUNE 21, 2017 AS INSTRUMENT NUMBER 2017008102 IN BOOK 1280, PAGE 918, LYING IN THE SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 51 NORTH, RANGE 33 WEST, IN KANSAS CITY, PLATTE COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 8; THENCE SOUTH 0 DEGREES 25 MINUTES 51 SECONDS WEST ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 8, A DISTANCE OF 407.97 FEET; THENCE SOUTH 88 DEGREES 41 MINUTES 47 SECONDS EAST PARALLEL WITH THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 8, A DISTANCE OF 40.00 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF NORTH GREEN HILLS ROAD TO THE POINT OF BEGINNING OF THE TRACT OF LAND TO BE DESCRIBED HEREIN; THENCE CONTINUING SOUTH 88 DEGREES 41 MINUTES 47 SECONDS EAST, BEING PARALLEL WITH THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 8, A DISTANCE OF 342.30 FEET; THENCE NORTH 1 DEGREE 18 MINUTES 13 SECONDS EAST, BEING PERPENDICULAR TO THE LAST DESCRIBED COURSE, A DISTANCE OF 98.92 FEET; THENCE SOUTH 88 DEGREES 41 MINUTES 47 SECONDS EAST, BEING PARALLEL WITH THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 8, A DISTANCE OF 131.79 FEET; THENCE SOUTH 1 DEGREE 18 MINUTES 13 SECONDS WEST, BEING PERPENDICULAR TO THE LAST DESCRIBED COURSE, A DISTANCE OF 85.52 FEET; THENCE SOUTH 88 DEGREES 41 MINUTES 47 SECONDS EAST, BEING PARALLEL WITH THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 8, A DISTANCE OF 511.68 FEET TO A POINT ON THE WEST LINE OF TRACT 1 IN ROCK OF AGES EV. LUTHERAN CHURCH SUBDIVISION; THENCE SOUTH 0 DEGREES 30 MINUTES 38 SECONDS WEST ALONG THE WEST LINE OF SAID TRACT 1 IN ROCK OF AGES EV. LUTHERAN CHURCH SUBDIVISION, A DISTANCE OF 265.42 FEET TO THE SOUTHWEST CORNER OF SAID TRACT 1, ALSO BEING A POINT ON THE NORTH LINE OF LOT 2 IN LINE HILLS SUBDIVISION; THENCE NORTH 88 DEGREES 41 MINUTES 47 SECONDS WEST ALONG THE NORTH LINE OF SAID LOT 2 IN LINE HILLS SUBDIVISION, BEING PARALLEL WITH THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 8, A DISTANCE OF 985.61 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF NORTH GREEN HILLS ROAD; THENCE NORTH 0 DEGREES 25 MINUTES 51 SECONDS EAST ALONG THE EAST RIGHT OF WAY LINE OF NORTH GREEN HILLS ROAD, BEING 40.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 8, A DISTANCE OF 252.02 FEET TO THE POINT OF BEGINNING; CONTAINING 268,306 SQUARE FEET OR 6.159 ACRES, MORE OR LESS.

ALSO KNOWN AS LOT 1, GREEN HILLS PLAZA – LOT 1, A SUBDIVISION IN THE CITY OF KANSAS CITY, PLATTE COUNTY, MISSOURI.