



File #: 250615

ORDINANCE NO.250615

Approving the plat of 19th and Locust Townhomes, an addition in Jackson County, Missouri, on approximately 0.47 acres generally located at the southeast corner of E. 19th Street and Locust Street creating 13 lots and 3 tracts for the purpose of residential townhomes; accepting various easements; establishing grades on public ways; authorizing the Director of City Planning and Development and Director of Water Services to execute and/or accept certain agreements; and directing the City Clerk to facilitate the recordation of this ordinance and attached documents. (CLD-FnPlat-2024-00021)

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the plat 19th and Locust Townhomes, a subdivision in Jackson County, Missouri, a true and correct copy of which is attached hereto and incorporated herein by reference, is hereby approved.

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

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

Section 4. That the Director of City Planning and Development is hereby authorized to execute 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 Director of Water Services is hereby authorized to execute a Covenant to Maintain Private Sewer Agreement.

Section 6. That the City Clerk is hereby directed to facilitate the recordation 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 Jackson County, Missouri.

Section 7. That the Council finds that the City Plan Commission has duly recommended its approval of this plat on July 16, 2025.

This is to certify that General Taxes for 2024, 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, Sept 15, 2025

Approved as to form:

Eluard Alegre
Associate City Attorney



Authenticated as Passed

Quinton Lucas Mayor

Marilyn Sanders City Clerk

JUL 31 2025

Date Passed

RECORDER'S CERTIFICATION
JACKSON COUNTY, MISSOURI

09/17/2025 3:39 PM

NON-STANDARD FEE: EXEMPT FEE: \$24.00 3 PGS



INSTRUMENT NUMBER / BOOK & PAGE

2025E0069304

Book: Page:

Diana Smith, Recorder of Deeds

Jackson County
Recorder of Deeds
Exempt Document

This document has been recorded under exempt status
pursuant to RSMo 59.310.4.

This certificate has been added to your document in
compliance with the laws of the State of Missouri.



Diana Smith
Recorder of Deeds

415 E. 12th Street, Room 104
Kansas City, MO 64106

112 W. Lexington, Suite 30
Independence, MO 64050

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RECORDER'S CERTIFICATION
JACKSON COUNTY, MISSOURI

09/17/2025 3:39 PM

NON-STANDARD FEE: \$25.00

FEE: \$45.00

10 PGS



INSTRUMENT NUMBER / BOOK & PAGE

2025E0069305

Book: Page:

Diana Smith, Recorder of Deeds

Jackson County
Recorder of Deeds
Non-Standard Document

This document has been recorded and you have been charged
the non-standard fee pursuant to RSMo 59.310.3.
This certificate has been added to your document in
compliance with the laws of the State of Missouri.



Diana Smith
Recorder of Deeds

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Kansas City, MO 64106

112 W. Lexington, Suite 30
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**COVENANT TO MAINTAIN STORM WATER DETENTION FACILITY
PLAT OF 19TH AND LOCUST TOWNHOMES**

THIS COVENANT made and entered into this 27th day of August, 2025, by and between Kansas City, Missouri, a constitutionally chartered Municipal corporation (**City**), and of WeaverKC Homeowners' Association, a Missouri nonprofit corporation, (**Owner**).

WHEREAS, Owner has an interest in certain real estate generally located at the [insert location description from Planning Staff Report] in Kansas City, of Jackson 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 19th and Locust Townhomes (**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 Lots 1-13 and Tract A, B, and C of 19th and Locust Townhomes as shown on Exhibit "B" attached hereto.

WHEREAS, the improvement proposed by Owner on the Property warrant storm water control to serve Lots of 1-13 and require preservation and maintenance of storm water detention facilities, located on Tract A of 19th and Locust Townhomes within the Plat, 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 for the benefit of the Property and surrounding areas; and

WHEREAS, the provisions for the maintenance of the storm water detention facility is 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 storm water detention facilities and appurtenances (Facilities) within the storm water detention facilities located on of Tract A.
- b. Maintain the pipes, structures, grounds, and appurtenances for the Facilities located on Tract A.
- c. Keep the pipes, structures and appurtenances open and free of silt and vegetation.
- d. Keep the pipes, structures and appurtenances in good working condition or replace same if necessary.
- e. Mow the grass area within Tract A.

Notices to the City:
Director of KC Water
4800 East 63rd Street
Kansas City, Missouri 64130

Notices to Owner shall be addressed to:
WeaverKC Homeowners' Association,
a Missouri nonprofit corporation
1901 Locust Street,
Kansas City, Missouri, 64108
Leland Berman and Lance Carlton
617-306-2350

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 Jackson 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 Facility.

OWNER

WeaverKC Homeowners' Association,
a Missouri nonprofit corporation
1901 Locust Street,
Kansas City, Missouri, 64108
Leland Berman and Lance Carlton
617-306-2350

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

By: L. Berman [Signature]

Title: Owner Member

Date: 8/21/25 8/21/25

Check one:

- ☐ Sole Proprietor
☐ Partnership
☐ Corporation
☐ Limited Liability Company (LLC)

Attach corporate seal if applicable

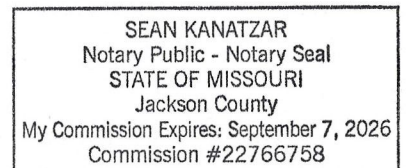
STATE OF Missouri)
) SS
COUNTY OF Jackson)

BE IT REMEMBERED, that on the 21st day of August, 2025,
before me, the undersigned notary public in and for the county and state aforesaid, came
Leland Berman & Lance Carlton, to me personally known, who being by me duly sworn did
say that he/she/they is/are the [insert title such as proprietor, general or limited partner, president,
or member(s)] of [insert name of business], and that said instrument was signed on behalf of said
[proprietorship, partnership, corporation or LLC] by authority of **its** [for partnerships,
corporations, or LLCs, add one of the following respective descriptions partners, Board of
Directors or members] and acknowledged said instrument to be the free act and deed of said
[proprietorship, partnership, corporation or LLC].

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

[Signature]
Notary Public Sean Kanatzar

My commission expires: 9/7/2026



Covenant to Maintain

Exhibit A

DESCRIPTION:

All of LOT 2, 19th AND OAK, a subdivision in Kansas City, Jackson County, Missouri recorded June 24, 2022 as Document No. 2022E0060010, in Plat Book I-204, Page 81 in the Office of the Recorder of Deeds for said County and State, being more particularly described as follows:

Beginning at the Northwest Corner of aforesaid Lot 2, said point also being a point on the South right-of-way line of 19th Street (platted as Amelia Street) as now established 49.50 feet wide; thence S87°37'46"E along the North line of said Lot 2, being also along the South right-of-way line of said 19th/ Street, a distance of 136.73 feet to the Northeast corner of said Lot 2, said point also being the center of the vacated Alley lying West of and adjacent to the East line of Lots 1 thru 6 in Block 8, MCGEE PLACE, a subdivision in Kansas City, Jackson County, Missouri; thence S02°18'41"W along the East line of said Lot 2, being also along the centerline of said vacated Alley, a distance of 150.08 feet to the Southeast corner of said Lot 2; thence N87°26'23"W along the South line of said Lot 2, a distance of 136.71 feet to the Southwest corner of said Lot 2; thence N02°18'09"E along the West line of said Lot 2, a distance of 150.03 feet to the Point of Beginning. This description having been prepared by Steven R. Whitaker, Missouri, P.L.S. No. 2005019220. MEC Corporate Certificate / License No. 2012009395.

Containing 20,516 Square Feet or 0.471 acres, more or less.

EXHIBIT “B”

RECORD AS
SURVEY

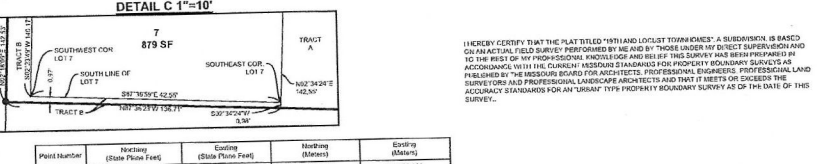
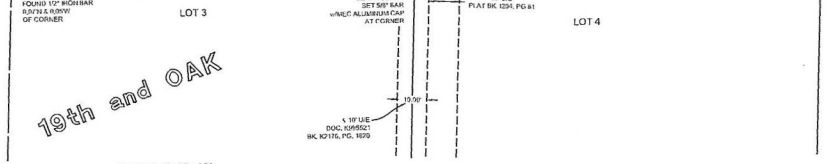
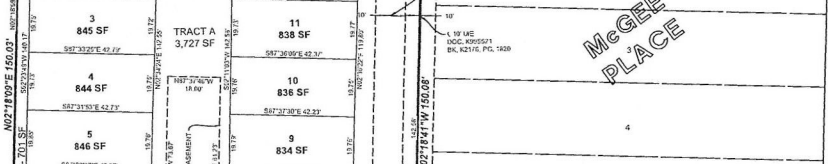
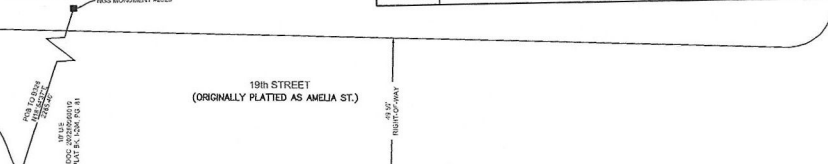
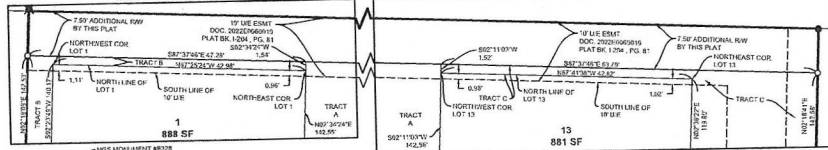
RESERVED FOR COUNTY RECORDING STAMP

19th AND LOCUST TOWNHOMES

ALL OF LOT 2, 19th & OAK
NORTHEAST QUARTER OF SECTION 8, TOWNSHIP 49 NORTH, RANGE 33 WEST
CITY OF KANSAS CITY, JACKSON COUNTY, MISSOURI

DETAIL A 1"=10'

DETAIL B 1"=10'



DESCRIPTION:
All of Lot 2, 19th and Oak, a subdivision in Kansas City, Jackson County, Missouri recorded June 24, 2022 as Document No. 20220606010, in Plat Book 1-204, Page 81 in the Office of the Recorder of Deeds for said County and State, being more particularly described as follows:
Beginning at the Northwest Corner of aforesaid Lot 2, said point also being a point on the South right-of-way line of 19th Street (platted as Amelia Street) as now established 49.50 feet wide; thence S87°37'46"E along the North line of said Lot 2, being also along the South right-of-way line of said 19th Street, a distance of 136.73 feet to the Northeast corner of said Lot 2, said point also being the center of the vacated Alley 10m wide and adjacent to the East line of Lot 1 thru 6 in Block 8, MCGEE PLACE, a subdivision in Kansas City, Jackson County, said point also being the center of the vacated Alley 10m wide and adjacent to the East line of Lot 1 thru 6 in Block 8, MCGEE PLACE, a subdivision in Kansas City, Jackson County, thence S82°18'41"W along the East line of said Lot 2, being also along the centerline of said vacated Alley, a distance of 150.08 feet to the Southwest corner of said Lot 2, thence N82°18'41"W along the West line of said Lot 2, a distance of 150.03 feet to the Point of Beginning. This description having been prepared by Steven R. Whitaker, Missouri, P.L.S. No. 2005019228, MEC Corporate Certificate / License No. 2012069305, Containing 20,516 Square Feet or 0.471 acres, more or less.

GENERAL NOTES:
At least Ten (10) feet of open space must be maintained between the exterior walls of each structure. No building structures may be constructed in the common areas of this plat without the city's approval and consent.
The bearings shown herein are based on the State Plane Coordinate System, Missouri West Zone, NAD83 datum.
There are no gaps, gaps, or overlaps between 19th AND LOCUST TOWNHOMES and any neighboring properties.

Coordinate information shown herein are Missouri State Plane West Zone NAD83 Coordinates, based on GPS observation using the McDOT VRS Network. Having a Combined Grid Factor of 1.0000913237.
Class of survey: Urban

TRAVERSE TABLE:
B308 being N18°54'21"E - 2285.40' of the Northeast corner of this plat (Point of Beginning).
C1-04 (State Plane, Feet): North 1,068,877.855 East 2,767,376.352.

FLOOD ZONE:
According to the "FLOOD INSURANCE RATE MAP": COMMUNITY PANEL NO. 2905020254G, having an effective January 20, 2017 as published by Federal Emergency Management Agency. Our review of this map indicates that this parcel of land lies within Zone X which is "areas determined to be outside the 0.2% annual chance floodplain."

RIGHT OF ENTRANCE:
The right of entrance and egress in travel along any street or drive within the boundaries of the property is hereby granted to Kansas City, Missouri, for the purpose of fire and police protection, maintenance of water mains, sanitary and storm sewer lines, collection of garbage and refuse and to the United States Postal Service for the delivery of mail, provided, however, such right of ingress and egress does not include any obligation to contribute for any damage to any private street or drive by virtue of the exercise of the rights stated herein and specifically, neither Kansas City, Missouri nor the U.S. Postal Service shall incur any liability by virtue of the exercise of such rights.

EASEMENT DEDICATION:
An easement is hereby granted to Kansas City, Missouri, for the purpose of locating, constructing, operating, and maintaining facilities for water, gas, electricity, sewage, telephone, cable tv and surface drainage, and grading, including, but not limited to, underground pipes and conduits, pad mounted transformers, services pedestals, any or all of them upon, over, under and along the steps of land designated utility easements (UE), provided that the easement granted herein is subject to any and all existing easements, any utilities located within the designated utility easements, by virtue of their existence, do hereby consent, control, and agree that they shall be subordinate to said public right of way in the event that additional public right of way is dedicated over the location of the utility easement. Where other easements are designated for a particular purpose, the use thereof shall be limited to that purpose only, all of the above easements shall be kept free from any and all obstructions which would interfere with the construction or reconstruction and proper, safe and continuous maintenance of all of the aforesaid uses and specifically there shall not be built thereon or thereover any structure (except driveways, paved areas, grass, shrubs and forests) nor shall there be any increase in the earth coverage over the utilities above stated or the appurtenances thereto without a valid permit from the department of public works as to utility easements, and/or without approval of the director of water services as to water main easements.

A drainage easement (DE) for the purpose of storm water drainage including the right to build, construct, keep, repair and maintain storm water drainage facilities under, in, over, under and upon as may be necessary, being situated in Kansas City, Missouri ("The City") is hereby granted to The City. The City shall have the right at all times to go upon the lands herein described to construct, maintain and repair the said drainage facilities as may be necessary. Nothing shall in any way interfere with the safe and unrestricted use of the land adjacent to and above said drainage facilities, nor attempt to use said property in such manner as would interfere with the proper, safe and continuous maintenance and use of said drainage facilities and specifically shall not build thereon or thereover any structure which may interfere with the maintenance and use thereof.

PRIVATE OPEN SPACE:
Tract A contains 3,727 more less square feet of private drive and Tract B contains 701 more or less square feet and Tract C contains 3,098 more or less square feet of private open space.

PAYMENT IN LIEU OF PARKLAND:
The developer elects to plat this City of Kansas City, Missouri, a sum of \$10,018.34 in lieu of required parkland dedicating for 13 single family units, 0.156 acres pursuant to Section 88-08B.2 of the Zoning and Development Code.

MAINTENANCE OF TRACTS:
Tract A is to be used as a private drive and Utility Easement. Tracts B & C are to be used as private open space and Utility Easement and shall be maintained by the owners of the lots, tracts, and parcels shown within this plat pursuant to the covenants and restrictions recorded simultaneously with this plat.

STREET GRADES:
The ordinance for street grades could not be found.

DEDICATION:
PLAT DEDICATION:
The undersigned proprietor of the above described tract of land has caused the same to be subdivided in the manner as shown on the accompanying plat, which subdivision shall hereafter be known as "19th AND LOCUST TOWNHOMES".

IN TESTIMONY WHEREOF, the undersigned proprietor Lance Carlton, Owner of Weaver/C Homeowners' Association has hereunto subscribed his hand.

By: Lance Carlton, Owner of Weaver/C Homeowners' Association has signed this plat on behalf of the existing entity
County of)
State of)

BE IT REMEMBERED that on this _____ day of _____, 2025, before me, the undersigned, a Notary Public in and for said County and State aforesaid, came Lance Carlton, Owner of the Weaver/C Homeowners' Association that signed this plat on behalf of the existing entity, to me personally known to be the same person who executed the within instrument and duly acknowledged the same as his act and deed of said limited liability company.

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

My Appointment Expires _____
CITY PLAN COMMISSION PUBLIC WORKS

Approved: July 16, 2025
Case Number: CLD-FriPlat-2024-00021
Michael J. Shaw, Director

COUNCIL:
This is to certify that the within Plat was duly submitted to and approved by the Council of Kansas City, Missouri, by Ordinance No. _____, duly authenticated on passed this 31 day of July, 2025.

Mayor: Quinton Lucas City Clerk: Marilyn Sanders

DESIGNED BY: STEVEN R. WHITAKER, P.L.S. NO. 2005019228, MEC CORPORATE CERTIFICATE / LICENSE NO. 2012069305
DRAWN BY: JENNIFER L. WHITAKER, P.L.S. NO. 2005019228, MEC CORPORATE CERTIFICATE / LICENSE NO. 2012069305
CHECKED BY: JENNIFER L. WHITAKER, P.L.S. NO. 2005019228, MEC CORPORATE CERTIFICATE / LICENSE NO. 2012069305
DATE SURVEYED: JUNE 2025

19th AND LOCUST TOWNHOMES
KANSAS CITY, JACKSON CO., MISSOURI
SEPTEMBER 9, 2025

ACQUIRE
19th AND LOCUST TOWNHOMES
KANSAS CITY, JACKSON CO., MISSOURI
SEPTEMBER 9, 2025

LAND DATA	AREA
TOTAL LAND AREA	20,516 S.F.
LAND AREA FOR PROPOSED AND EXISTING PROJECT ONLY	1,025 S.F.
NET LAND AREA	19,491 S.F.
PLAT DATA	COUNT
NUMBER OF LOTS	13
NUMBER OF TRACTS	3

Point Number	Northings (State Plane Feet)	Eastings (State Plane Feet)	Height (Meters)	Elev (Meters)
1	1998957.606	2247376.792	325.724.000	843.722.245
2	1998957.606	2247376.792	325.724.000	843.722.245
3	1998957.606	2247376.792	325.724.000	843.722.245
4	1998957.606	2247376.792	325.724.000	843.722.245

STEVEN R. WHITAKER, P.L.S. NO. 2005019228, MEC CORPORATE CERTIFICATE / LICENSE NO. 2012069305
JENNIFER L. WHITAKER, P.L.S. NO. 2005019228, MEC CORPORATE CERTIFICATE / LICENSE NO. 2012069305
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DATE SURVEYED: JUNE 2025

RECORDER'S CERTIFICATION
JACKSON COUNTY, MISSOURI

09/17/2025 3:39 PM

FEE: \$114.00 32 PGS



INSTRUMENT NUMBER / BOOK & PAGE

2025E0069306

Book: Page:
Diana Smith, Recorder of Deeds

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

<i>Title of Document</i>	WeaverKC Townhomes Declaration of Easements, Covenants, Conditions and Restrictions
<i>Date of Document</i>	<u>September 12</u> , 2025
<i>Grantor</i>	WeaverKC Homeowners' Association, a Missouri nonprofit corporation
<i>Grantee</i>	WeaverKC Homeowners' Association, a Missouri limited liability company
<i>Grantee(s) Mailing Address</i>	2943 McGee Trafficway Kansas City, Missouri, 64108
<i>Legal Description</i>	See Exhibit A; Page 31
<i>Reference Book and Page(s)</i>	

This cover page is attached solely for the purpose of complying with the requirements stated in §§ 59.310.2; 59.313.2 RSMo 2001 of the Missouri Recording Act. The information provided on this cover page shall not be construed as either modifying or supplementing the substantive provisions of the attached document. In the event of a conflict between the provisions of the attached document and the provisions of this cover page, the attached document shall prevail and control.

**DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND
RESTRICTIONS**

THIS DECLARATION, made this 12th day of September, 2025, by WeaverKC Homeowners' Association, a Missouri nonprofit corporation ("Declarant").

WITNESSETH

WHEREAS, Declarant is the owner of the real property described in Article II of this Declaration, and

WHEREAS, Declarant desires to provide for the preservation of the values and amenities in said community and for the maintenance of common areas and community facilities, and, to this end, desires to subject the real property described in Article II hereof to the covenants, conditions, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of said property and the subsequent owners thereof,

WHEREAS, this Declaration is not a condominium declaration, the Properties do not constitute a "Condominium" as defined in Chapter 448 RSMo., as amended, and the real property now or hereafter subject to this Declaration shall not be subject to or governed by Chapter 448 RSMo., as amended, and

NOW, THEREFORE, Declarant hereby declares that the real property described in Article II, and such additions thereto as may hereafter be made pursuant to Article II hereof, is and shall be held, conveyed, hypothecated or encumbered, sold, leased, rented, used, occupied and improved subject to the covenants, conditions, restrictions, uses, limitations, obligations, easements, equitable servitudes, charges and liens (sometimes called "Covenants and Restrictions") hereinafter set forth, all of which are declared and agreed to be in aid of a plan for improvement of said real property, and shall run with and bind the real property, and shall inure to the benefit of and be enforceable by the Association, its successors and assigns, and any person acquiring or owning an interest in said real property and improvements.

**ARTICLE I
DEFINITIONS**

The following words when used in this Declaration or any Supplementary Declaration (unless the context shall prohibit) shall have the following meanings:

- (a) "Association" shall mean and refer to WeaverKC Homeowners' Association, and its successors. The Association may be formed as a not for profit corporation or as a limited liability company or the Association may exist as an unincorporated association of the Owners.
- (b) "Properties" shall mean and refer to all such existing properties, and additions thereto, as are subject to this Declaration prepared and filed of record pursuant to the provisions of Article II hereof.

(c) "Common Properties" shall mean and refer to all easements, licenses and other occupancy or use rights which the Association has in any portion of the Properties, on any recorded subdivision plat of the Properties, or in other land or properties adjacent thereto whether as an appurtenance thereto or otherwise, and which are intended to be devoted to the common use and enjoyment of all of the Members of the Association, including, without limitation:

(1) open spaces, access drives, parking areas within the Common Properties, subdivision entrance areas and monuments, street lights, storm water control easement areas and facilities, paths, walkways, the vehicular entrance and exit gate, and other facilities for the benefit in common of the Owners;

(2) all sanitary and storm sewer facilities, including all detention and retention basins, stormwater management control and water quality Best Management Practice facilities and all utility installations, lines and connections for gas, electricity, light, telephone, water and plumbing, and cable television wires, as located in any utility easements on a recorded plat in the Jackson County Recorder of Deeds; and

(3) all apparatus and installations, now or hereafter, erected on the Common Properties and intended for common use.

Common Properties shall not include any item that solely serves a particular Lot or Unit. Nothing contained in this definition shall be deemed a representation that any of the enumerated facilities or improvements are or will be included in the community or constructed on the Common Properties.

(d) "Lot" shall mean and refer to Units 1-13 inclusive of the WeaverKC Homeowners' Association, Final Plat, a subdivision in Kansas City, Jackson County, Missouri, and together with any structure or portion of structure situated upon it and intended for use and occupancy as a single family residence.

(e) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Properties but, notwithstanding any applicable theory of the mortgage or other security device, shall not mean or refer to any mortgagee or trustee under a Deed of Trust unless and until such mortgagee or trustee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

(f) "Member" shall mean and refer to each Owner as provided herein in Article III.

(g) "Existing Property" shall mean and refer to the real property which is, and shall be, held, transferred, sold, conveyed and occupied subject to this Declaration pursuant to Section 1 of Article II.

(h) "Unit" or "Townhome" shall mean a portion of the development, consisting of one Unit. Each Unit is built on one Lot designated on the Plat, may include one or more rooms or enclosed spaces and is designated by this Declaration for separate ownership. Each Unit includes all parts of the Unit both interior and exterior as well as attached garages, walkways and patios.

(i) "Unit Owner" shall mean the Owner of the fee simple title to a Lot.

(j) "Board" shall mean the Board of Directors of the Association. The Board shall have five (5) members.

(k) "Manager" shall mean the third party individual or company hired by the Association to serve as Manager of the Properties and to take actions authorized or permitted as the Manager or as directed by the Board, at its option, the Board may serve as Manager with respect to this Declaration and the Properties.

(l) "Turnover Date" shall mean the earlier of (i) the date as of which forty percent (40%) of all Units are sold by Declarant or (ii) the date Declarant, in its absolute discretion selects as the Turnover Date for all or any specific portion of this Declaration.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION ADDITIONS THERETO

Section 1. Existing Property. The real property which is, and shall be, held, conveyed, hypothecated or encumbered, sold, leased, rented, used, occupied and improved subject to this Declaration (hereinafter defined as "Existing Property") is located in Jackson County, State of Missouri, and is more particularly described in Exhibit "A" attached hereto and made a part hereof.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Qualification. Every person or entity who is an Owner of a fee or undivided fee interest in one or more Lots subject to the covenants, conditions and restrictions established by this Declaration shall be a Member of the Association. The foregoing is not intended to include persons or entities that hold an interest merely as security for the performance of any obligation. Membership shall be appurtenant to and may not be separate from ownership of any Lot which is subject to the covenants, conditions and restrictions established by this Declaration. Ownership of such Lot shall be the sole qualification for membership.

Section 2. Voting Rights. Except as otherwise may be provided for herein, all Members shall be entitled to vote, as a single class, on all Association matters requiring a vote under this Declaration. Members shall have one (1) vote for each Lot owned, except so long as any person constituting Declarant is the Owner of a Lot, and thus a Member of the Association, such person shall have five (5) votes for each Lot owned. If more than one Member exists for any Lot, the votes for such Lot shall be exercised as the Members determine among themselves, which determination is communicated in writing to the Secretary of the Association prior to commencement of the meeting in which such votes shall be exercised. Fractional votes shall not be permitted. Unless specifically provided herein, or in the Bylaws of the Association to the contrary, all matters requiring a vote of the Members under this Declaration shall be approved by the affirmative vote of the majority of all those present at a regular or special meeting duly called where a quorum is present, a quorum shall mean a majority of the Members entitled to vote on a matter following proper notice of the matter to be voted upon or the meeting unless a higher

quorum threshold is set out in the Articles of Incorporation, Bylaws or applicable Missouri statute.

ARTICLE IV PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Members' Easements of Enjoyment. Subject to the provisions of Section of this Article IV, every Member shall have a right and easement of enjoyment in and to the Common Properties and such easement shall be appurtenant to and shall pass with the title to every Lot.

Section 2. Title to the Common Properties. The Association shall retain the fee simple title to the Common properties.

Section 3. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

(a) The right of the Association to prescribe regulations governing the use, operation and maintenance of the Common Properties.

(b) The right of the Association to borrow money for the purpose of improving the Common Properties and facilities in a manner designed to promote the enjoyment and welfare of the Members, and in aid thereof to mortgage the Common Properties.

(c) The right of the Association to take such steps as are reasonably necessary to protect the Common Properties against mortgage default and/or foreclosures, provided, always, however, that the same are in conformity with the other provisions of the Declaration.

(d) The right of the Association to suspend the voting rights of any Member and to suspend the right of any Member to use any of the Common Properties and/or common facilities (except for rights to the use of streets, roadways and parking areas, which shall not be subject to suspension for any reason) for any period during which any assessment against a Lot owned by such Member remains unpaid.

(e) The right of the Association to adopt reasonable rules respecting use of the Common Properties and to reasonably limit the number of guests of Members who may use any of the Common Properties which are developed upon the Properties.

(f) The right of the Association to dedicate or transfer all or any part of the Common Properties to any public or municipal agency, authority or utility for purposes consistent with the purpose of this Declaration and subject to such conditions as may be agreed to by the Members, provided, however, that no such dedication or transfer or determination as to the purposes or as to the conditions thereof, shall be effective unless an instrument signed by four-fifths (4/5ths) of the then Members of the Association has been recorded, agreeing to such dedication, transfer, purpose or conditions, and unless written notice of the proposed agreement and action thereunder is sent to each Member at least thirty (30) days prior to the taking of any action.

(g) The right of the Association, acting by and through its Manager, to grant licenses, rights-of-way and/or easements for access or for the construction, reconstruction, maintenance and/or repair of any utility lines or appurtenances, whether public or private, to any municipal agency, public utility, or any other person, provided, however, that no such licenses, rights-of-way and/or easements shall be unreasonably and permanently inconsistent with the rights of the Members to the use and enjoyment of the Common Properties.

(h) The rights of the Owners of the Lots to perpetual easements over and upon any of the Common Properties for such portions of their Lots that may overhang or otherwise encroach upon any of the Common Properties for support, for the purpose of necessary repairs and maintenance, for the maintenance of reasonable appurtenances to their Lots, and for reasonable ingress and egress to and from any Lot through and over the Common Properties.

Section 4. Rights Not Subject to Suspension. Notwithstanding anything in this Declaration to the contrary, the Association shall have no authority to suspend, either temporarily or permanently, any of the rights created in Paragraph (h) of Section 3 of this Article for any reason whatsoever.

Section 5. Delegation of Right of Use. Any Member of the Association may delegate his rights to the use and enjoyment of the Common Properties to the members of his family who reside with him and/or to his tenants and guests, all subject to such reasonable rules and regulations which the Association may adopt and uniformly apply and enforce.

ARTICLE V COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of a Lot (by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance) hereby covenants and agrees and shall be deemed to covenant and agree to pay to the Association or its nominee (1) annual assessments or charges, and (2) special assessments, such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be continuing lien upon the Lot against which each such assessment is made. Each such assessment together with such interest thereon and cost of collection thereof, including reasonable attorney's fees as hereinafter provided, shall also be the continuing personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Annual Assessments. The annual assessments levied by the Association shall be used for the following current operating expenses, reserves and purposes:

(a) Promotion of the health, safety and welfare of those persons residing within the Properties.

(b) Routine repair, maintenance, care and operation of the Common Properties and other common facilities situated upon the Common Properties, including, but not limited to, the cost of painting the exterior of any improvements on the Common Properties, and repair and

maintenance of private streets, driveways, access drives and sidewalks located on the Properties and Common Properties (exclusive of easement areas).

(c) Routine repair, maintenance, care and operation of the exterior of the Units, including, but not limited to, the cost of painting and maintaining the exterior of the Units (exclusive of doors and windows), as well as roof repair and replacement, repair and maintenance of access drives and sidewalks located on the Plat.

(d) General exterior maintenance, snow removal, trash removal, lawn maintenance, operating and maintaining an irrigation system (which shall be controlled by the Association), operating and maintaining stormwater management control and water quality Best Management Practice facilities, repair and maintenance of water service for tee connection to water meter, management fees, and tax preparation fees for the Associations.

(e) Management (and any required legal and accounting expenses of the Association) as set forth in Section 14 of this Article.

(f) Ad valorem and other taxes and insurance premiums on the Common Properties owned by the Association.

(g) Establishment and maintenance of a reserve fund in the manner and for the purposes hereinafter more fully described in Section 15 of this Article.

(h) The payment of such other charges and expenses as may be elsewhere required or authorized by this Declaration of Covenants, Conditions and Restrictions, or that the Manager of the Association may, from time to time, determine necessary or desirable to meet the purposes of the Association as stated in its Articles of Incorporation or Bylaws.

Section 3. Basis of Annual Assessments. Annual assessments or charges shall remain constant from January 1 through December 31 of each year and be subject to the following limitations thereon:

(a) The maximum annual assessment may be increased each year not more than fifteen percent (15%) above the maximum assessment for the previous year, plus the amount by which ad valorem real estate taxes, utility charges and casualty and other insurance premiums payable by the Association have increased over amounts payable for the same or similar items for the previous year, without a vote of the membership.

(b) The maximum annual assessment may be increased above the amount provided in Paragraph (a) of this Section 3 by a vote of a majority of all the Members who are present and voting in person or by proxy, at a meeting called for this purpose by no less than ten (10) nor more than forty (40) days' notice in writing to each Member stating the time, purpose and place of said meeting.

(c) After consideration and determination of current routine repair, maintenance, care and operational costs and other needs of the Association, the Manager shall levy the annual assessments for each Lot at an amount not in excess of the maximum allowable by this Section 3.

Section 4. Special Assessments. In addition to the annual assessments or charges for the purposes described in Section 2 of this Article and subject to approval by the affirmative vote of a majority of all the Members who are present and voting in person or by proxy, the Association may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, and estimated repairs or replacements of any capital improvements, including the necessary fixtures and personal property related thereto, or for such other purpose as the Manager may consider appropriate. No such special assessment, however shall be authorized without a meeting of the Members called for this purpose, by no less than ten (10) nor more than forty (40) days' notice in writing to each Member stating the time, purpose and place of said meeting. Any such special assessment shall be due and payable at the time and in the manner as approved by a majority of all the Members who are present and voting in person or by proxy at said meeting.

Section 5. Rate of Assessment. Both annual and special assessments shall be allocated as shown on Exhibit B unless a common expense is caused by the misconduct of an Owner, in which case the assessment may be assessed exclusively against that Owner's Lot or if the expense relates solely to a party wall, party fence or shared roof valley between two Units. Except as otherwise provided with respect to the funding of the reserves for replacement hereinafter set forth in Section 15 of this Article V, both annual and special assessments shall be due and payable to the Association or its nominee, if such nominee is a federally insured bank in Missouri or Kansas with trust powers, on the first day of each month in equal monthly installments unless otherwise provided as aforesaid. The initial annual assessment shall be established prior to the first conveyance of a Lot.

Section 6. Date of Commencement of Annual Assessments Due Dates. The monthly installments of such annual assessment for any Lot shall become due and payable to the Association or its nominee, if such nominee is a Missouri or Kansas bank with trust powers on the first day of each month, and the Association has a lien on a Lot for any assessment levied against that Lot or fines imposed against its Owner from the date the assessment (or installment thereof) or fine is due. The full amount of the assessment is a lien from the date the first installment thereof becomes due. Any Member may prepay one or more installments on any annual assessment or special assessment levied by the Association, without premium or penalty. Annual assessments may also be paid by, for or on behalf of Lot Owners by their respective mortgagees or holders of deeds of trust of record thereon under such terms and agreements as the Association may from time to time deem appropriate by action of its Manager.

Section 7. Duties of the Manager with Respect to Assessments.

(a) The Manager of the Association shall fix the date of commencement and the amount of and the time when due of each installment of the assessment against each Lot for each assessment period at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the Lots and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner. The omission of the Manager, hereunder for that or the next period, shall not be deemed a waiver or modification in any respect of the provisions of this Article, or a release of any Member from the obligation to pay the annual assessment, or any installment thereof, for that or any subsequent annual

assessment period, but the annual assessment fixed for the preceding period shall continue until a new annual assessment is fixed.

(b) Written notice of the assessment shall thereupon be sent out to the Members subject thereto.

(c) The Association shall upon demand at any time furnish to any Owner liable for any assessment levied pursuant to this Declaration (or any other party legitimately interested in the same) a written certificate signed by an officer of the Association, setting forth the status of said assessment, i.e., whether the same is paid or unpaid. A reasonable charge may be made by the Manager, in advance, for the issuance of any such certificate. Such certificate shall be conclusive evidence of the payment of any assessment therein stated to have been paid.

(d) The Association shall enforce the payment of assessments in accordance with the provisions of Section 9 of this article.

Section 8. Intentionally Omitted.

Section 9. Effect of Non-Payment of Assessments, the Personal Obligation of the Owner, the Lien, Remedies of Association, Maintenance and Enforcement of the Lien by the Association, Notice to Mortgagee.

(a) Any installment of an Assessment shall be delinquent if not paid within fifteen (15) days after it becomes due. Any Owner who is delinquent in the payment of an Assessment shall be obligated to pay the Association its reasonable costs incurred in collecting such delinquent installment (including reasonable attorneys' fees), a late charge equal to ten percent (10%) of such delinquent installment, and interest on such delinquent installment at the annual rate of twelve percent (12%) commencing thirty (30) days after the delinquent installment became due. The Association may bring an action at law against the Owner personally obligated to pay the delinquent installment, or foreclose the lien against his Lot. If any installment is not paid within thirty (30) days after its due date, the Manager shall be entitled to mail an acceleration notice to the Owner. The notice shall specify (i) the fact that the installment is delinquent, (ii) the action required to cure the default, (iii) that failure to cure the default on or before the date specified in the notice (which date may not be less than ten (10) days after the notice is mailed to the Owner) may result in acceleration of the balance of the installments for the current fiscal year of the Association, as well as a foreclosure of the assessment lien. If the delinquent installment or installments are not paid in full on or before the date specified in the notice, the Manager shall be entitled to declare all of the unpaid balance of the remaining installments of all Assessments levied against such Owner immediately due and payable, and enforce the collection of all such assessments and all charges thereon in any manner authorized by law and this Declaration. Neither an Owner's partial payment of any installment and all costs and attorneys' fees attributable thereto, nor the Association's acceptance of an Owner's tender of partial payment of all unpaid amounts due at the time of such payment shall constitute a waiver of the Association's right to demand and receive full payment of all amounts due hereunder.

(b) No action shall be brought to enforce any assessment lien, unless at least fifteen (15) days have expired following the date a Notice of Delinquent Assessment is mailed, certified

or registered, postage prepaid, to the Owner, and a copy thereof has been recorded by the Association. The Notice of Delinquent Assessment may be mailed and recorded without advance notice to the Owner whether or not the Association mails an acceleration notice to the Owner or accelerates the assessments. The Notice of Delinquent Assessment shall recite the legal description of the Lot, as applicable, the name of the record owner thereof; the total amount of the indebtedness (including the reasonable costs of the collection, late charges and interest), and the name and address of the Association. The recordation of the Notice of Delinquent Assessment shall create a lien on the Lot. The notice shall be executed and acknowledged by an officer of the Association on behalf of the Association.

(c) An Association lien may be enforced in any manner permitted by law.

(d) Upon payment of the sums specified in the Notice of Delinquent Assessment, the Association shall cause to be recorded a further notice stating the satisfaction and release of the lien of the delinquent assessments specified in the Notice of Delinquent Assessments. The Association shall be entitled to charge the defaulting Owner a reasonable fee, to be determined by the Manager, to cover the cost of preparing and recording such further notice, but payment of such charge shall not be a condition of the Associations' obligation to record the further notice.

(e) The assessment liens and the rights to foreclosures and sale thereunder shall be in addition to and not in substitution of all other rights and remedies which the Association may have hereunder and by law, including a suit to recover a money judgment for unpaid assessments.

Section 10. Priority of Lien. The liens established by this Declaration shall have preference over any other assessments, liens, judgments or charges of whatever nature, except the following:

(a) General and special assessments for real estate taxes on the Lot.

(b) The lien of the assessments or charges, regular and special provided for herein shall be subordinate and inferior to the lien of any first mortgage or deed of trust now or hereafter placed upon any Lot subject to assessment or charge but only to the extent such assessments or charges were due and payable prior to the sale, whether public or private, of such Lot, pursuant to a decree of foreclosure of any such mortgage or pursuant to trustee's sale pursuant to any such deed of trust or a deed in lieu of foreclosure. Said foreclosure, trustee's sale or deed in lieu of foreclosure shall not relieve such Lot from liability for the amount of any assessments or charges thereafter becoming due, nor from the lien of any such subsequent assessment or charge. Any holder of a first mortgage or deed of trust who comes into possession of any Lot pursuant to the remedies provided in the first mortgage or deed of trust or who acquires title of any Lot pursuant to foreclosure or deed (or assignment) in lieu of foreclosure, shall take title free of any claims for unpaid assessments or charges against the Lot which accrued prior to the date said holder comes into possession or title is acquired by said holder of the mortgage or deed of trust except for claims for a pro rata share of such unpaid assessments or charges resulting from a pro rata reallocation of such unpaid assessments or charges to all Lots, including the Lot so possessed or acquired by the holder of the mortgage or deed of trust.

Section 11. Additional Default. Any recorded first mortgage secured on a Lot in the Properties may provide that any default by the Member in the payment of any assessment levied pursuant to this Declaration, or any installment thereof shall likewise be a default in such mortgage (or the indebtedness secured thereby) but failure to include such a provision in any such mortgage shall not affect the validity or priority thereof and the protection extended to the holder of such mortgage (or the indebtedness secured thereby) by reason of Section 10 of this Article shall not be altered, modified or diminished by reason of such failure.

Section 12. Definition. As used in this Declaration, the term "mortgage" shall include deed of trust and the term "holder" and "mortgagee" shall include the party secured by any deed of trust or any beneficiary thereof.

Section 13. Exempt Property. The following property subject to this Declaration shall be exempt from the assessments, charge and lien created herein.

(a) All properties dedicated and accepted by the local public authority and devoted to public use.

(b) All Common Properties as defined in Article I hereof.

(c) All Lots owned by the Declarant or successor builder-developers before title to the Lot has been transferred to the first purchaser thereof at retail (as distinguished from sale in bulk or at wholesale to others for development or resale).

Section 14. Management Agreements. The Association may enter into a management agreement to provide for the professional management of the affairs of the Association and for the operation and/or care and maintenance of the Common Properties and other common facilities therein, and all other property and improvements as herein set forth to be the responsibility of the Association and said management agreement may contain such provisions and delegation of authority as the Association deems necessary or advisable and each Owner, by accepting title to his Lot, agrees to and shall be bound by the terms and conditions of any such reasonable management agreement entered into by the Association. The management company may serve as the Manager of the Association if so designated by the Board. A copy of any such management agreement shall be available to the Lot Owners at the offices of the Association. Any management agreement entered into by the Association with a management company shall provide that said management agreement may be cancelled by an affirmative vote of four-fifths (4/5ths) of the votes of the Members of the Association who are voting in person or by proxy at a meeting duly called for that purpose, written notice of which shall be given to all Members at least ten (10) days in advance and shall set forth the purpose of such meeting. The Association may then select a new property management company to provide the services described in this Section 14. Nothing herein shall limit the Board's authority to terminate any management agreement. In no event shall such management agreement be cancelled prior to the affecting by the Association of a new management agreement, which new management agreement will become operative immediately upon the cancellation of the preceding management agreement. It shall be the duty of the Association to effect a new management agreement prior to the expiration of the term of any prior management agreement. All management agreements shall be

made with responsible parties having experience adequate for the management of a development of this type.

Section 15. Reserves for Replacement. The Association shall, at all times, include in the annual assessments levied pursuant to Article V hereof adequate sums for the establishment and maintenance of a reserve fund for replacements of the Common Properties, if any, as well as reserves for exterior painting, roof replacements and repair, concrete and other exterior paved surfaces replacement and repair, other exterior repair and replacement all with respect to the Units. The amount of such annual assessment applicable to the reserve fund for replacements shall be funded by regular monthly payments from the Lot Owners. Such designated funds from the Lot Owners shall be set apart each month in a separate account, and such reserve funds shall not be used by the Association or any Lot Owner for operating expenses. Funds from said reserves shall be disbursed only for the purpose of defraying the cost of replacements of the Common Properties, painting the exterior of any improvements on the Common Properties and of the exterior surfaces of the wall of each Lot (base to top) exposed to view from, or fronts upon the front property line of each Lot, repair and replacement of the roof, the repair or replacement of any paved areas on the Common Properties, and other exterior repair and replacement all with respect to the Units. The treasurer shall render monthly reports to the Association as to the status of such reserve fund for replacements.

ARTICLE VI INSURANCE AND EMINENT DOMAIN

Section 1. Insurance to be obtained by Lot Owners. The Owners of each Lot shall at all times obtain and maintain fire, windstorm and extended coverage insurance on its broadest terms, to the extent that such insurance may be obtained, insuring such Owner's respective Lot for the full replacement cost, without depreciation. Such policies shall name the Association as an additional insured thereunder and may not be cancelled without at least 15 days advance written notice to the Association by the insurance company. At least annually, each Owner shall provide the Association with written evidence that the foregoing insurance is in place and complies with the requirements herein. If any Owner shall default in obtaining such insurance, the Association may procure such insurance in the name of the Owner and the cost thereof shall be assessed as a special assessment against such Owner's Lot. No mortgagee shall have the right to require or to elect to apply the insurance proceeds to the reduction of any mortgage or mortgages, or to assert any right or claim to any portion of the insurance proceeds, unless it be the excess of insurance payments over the replacement costs of the damaged Lot, and then only after the same is fully repaired and restored. By a vote of the majority of the Members, the Owners may collectively obtain a single policy through the Association or through the Owners of each Lot for fire, windstorm and extended coverage insurance in its broadest terms and insuring all the Owners' respective Lots with a full replacement cost without depreciation, including insurance for party walls, party fences and shared roof facilities and in such instance (or if the Association maintains a policy pursuant to Section 3), an Owner need not obtain a separate fire, windstorm and extended coverage insurance on its broadest terms, to the extent that such insurance may be obtained, insuring only such Owner's respective Lot for the full replacement cost, without depreciation.

Section 2. Section 2 Effect of Non-Addition of the Association as an Additional Insured on Each Lot Owner's Policy and Enforcement Thereof. The Association has the right to suspend the voting rights of any Member, to suspend the right of any Member to use any of the Common Properties and/or common facilities (except for rights to the use of streets, roadways and parking areas, which shall not be subject to suspension for any reason) to deny the right to serve as the Manager, and/or to assess a reasonable fine in an amount designated by the Manager for any period during which the Member fails to provide proof of a valid homeowners insurance policy designating the Association as an additional insured.

Section 3. Insurance may be Obtained and Maintained by the Association. The Association shall have the right to obtain and continually maintain to the extent reasonably available, the following policies of Insurance for the benefit of the Association, the Lot Owners, and the holders of first mortgages or deed of trust of record thereon, as their interests may appear. Property damage insurance in a total amount equal to the full current replacement cost (i.e., one hundred percent [100%] of the insurable value based on current replacement cost) of the improvements located upon the Common Properties and each Lot with a "replacement cost" or "agreed amount" endorsement, without deduction or allowance for depreciation. The total amount of such insurance coverage shall be determined annually by the Association with the assistance of the Insurance Agency issuing the policy and said insurance may afford protection against some or all of the following:

(a) Loss or damage by fire or other hazards covered by the standard coverage endorsements.

(b) Such risks as shall customarily be covered with respect to property similar in construction, location and use, including but not limited to cost of demolition, vandalism, malicious mischief, windstorm, water damage and such other insurance as the Manager of the Association may from time to time determine.

(c) Comprehensive public liability and property damage insurance, in such amounts and for such coverages as may be determined and considered appropriate by the Association, including, but not limited to, water damage, legal liability, hired automobile, non-owned automobile, liability for property of others, and any and all other liability incident to the ownership and/or use of the Common Properties and facilities, respectively.

(d) Workmen's compensation insurance to the extent necessary to comply with any applicable law.

(e) A "Legal Expense Indemnity Endorsement," or its equivalent, to the extent permitted by applicable law, affording protection for the Manager of the Association for expenses and fees incurred by any of them in defending any suit or settling any claim, judgment or cause of action to which any such Manager shall have been made a party by reason of his or her services as such.

(f) Fidelity insurance against dishonest acts on the part of the Manager, trustees, agents, employees or volunteers responsible for handling funds collected and held for benefit of the Lot Owners in an amount sufficient to provide protection for at least one and one-half (1½)

times the Association's estimated annual operating expenses and reserves. In connection with such coverage, an appropriate endorsement to the policy to cover any persons who serve without compensation shall be added if the policy would not otherwise cover volunteers. Proof of such coverage carried by the Management Company shall constitute compliance with this requirement.

(g) Such other insurance as the Manager of the Association shall determine from time to time to be necessary or desirable.

Section 4. Insurance, Requirements as to Insurer, Required Endorsements and Terms.

All insurance policies obtained pursuant to the requirements hereinabove of this Declaration of the Association shall be subject to the following requirements:

(a) All policies shall be written with a company or companies licensed to do business in the State of Missouri, holding the rating of BBB+ or better, in Best's Insurance Guide, or some other equivalent insurance guide reference directory.

(b) Exclusive authority to negotiate losses under said policies shall be vested in the Association as agent for the Lot Owners, and the holders of first mortgages or deeds of trust of record thereon, as their interests may appear.

(c) In no event may the insurance coverage obtained and maintained by the Association pursuant to the requirements of this Declaration be brought into contribution with insurance purchased by the Owners of individual Lots or lien holders of first mortgages or deeds of trust of record thereon, and any "no other insurance" or similar clause in any policy obtained by the Association pursuant to the requirements of this Declaration shall exclude such policies from consideration.

(d) All property damage insurance policies shall contain an endorsement waiving any "increase of hazard" provision, or a statement that insurance coverage shall not be prejudiced by the act or neglect of any person when the act or neglect of any person is beyond the control or not with the knowledge of the Association.

(e) All property damage insurance policies shall contain an endorsement that the policy may not be cancelled or substantially modified, including cancellation for nonpayment of premiums, without at least thirty (30) days prior written notice to all named insureds.

(f) All insurance policies shall contain an endorsement waving apportionment of loss in the event of other insurance insuring the same risk, an endorsement waving the right of subrogation by the insurer as to any claims against the Association, the Manager of the Association, the Lot Owners, and their respective agents, employees, tenants and guests, and a "Severability of interest" endorsement precluding the insurer from denying the claim of a Lot Owner because of negligent acts of the Association or other Lot Owners, and their respective agents, employees, tenants and guests.

(g) All insurance policies shall provide that all proceeds covering property losses shall be paid to the Association for the benefit of all Lot Owners, all holders of first mortgages or deeds of trust of record thereon as their interests may appear.

(h) Any mortgagee endorsement shall require the holder of the first mortgage or deed of trust of record thereon to allow all proceeds of such insurance to be used for reconstruction or repair of the improvements set forth in this Declaration and shall not require or allow the said holder of the first mortgage or deed of trust of record thereon to demand payment of any portion of the insurance proceeds for repayment of any loan secured by such mortgage or deed of trust.

Section 5. Eminent Domain.

(a) If a Lot is acquired by Eminent Domain, or if a part of a Lot is acquired by Eminent Domain, leaving the Owner with a remnant which may not be practically or lawfully used for any purpose permitted by the Declaration, the award shall compensate the Owner for his Lot and its interest in the Common Properties, whether or not any Common Properties are acquired. Upon acquisition, unless the decree otherwise provides, that Lot's allocated interest in the Common Properties are automatically reallocated to the remaining Lots in proportion to the allocated interests of those Lots before the taking, and the Association shall promptly prepare, execute and record an amendment to the Declaration reflecting the reallocations. Any remnant of a Lot remaining after part of a Lot is taken under this provision is thereafter deemed part of the Common Properties.

(b) Except as provided in paragraph (a) of this Section, if part of a Lot is acquired by Eminent Domain, the award shall compensate the Owner for the reduction in value of the Lot and its interest in the Common Properties, whether or not any Common Properties are acquired. Upon acquisition, unless the decree otherwise provides, that Lot's allocated interest in the Common Properties shall not be reduced so long as the Lot can still be used for a single family residence.

(c) If part of the Common Properties is acquired by Eminent Domain, the portion of the award attributable to the Common Properties taken shall be paid to the Association.

ARTICLE VII PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the townhomes upon the Properties and placed on a dividing line between Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto. No Owner of a Lot shall cut through or make any penetration through a party wall for any purpose whatsoever. Each valley which is built as the connecting gutter or joint or connecting point between roofs of two (2) connecting townhomes which valley is immediately above a party wall shall also be deemed a part of the original or shall constitute part of the party wall and to the extent not inconsistent with the provisions of this Article, the general rules and law regarding party walls, liability for property damage due to negligence or willful acts or admissions, and liability for maintenance

and repair of the same shall apply thereto. No Owner of the Lot shall make any use of the valley between the two (2) roof lines that in any way hamper any underlying party wall or the function or condition of the roof. Each Lot which contains a party wall is subject to its respective Declaration of Party Wall Rights, Easements, and Covenants agreement, which shall be recorded on the WeaverKC Homeowners' Association, Final Plat.

Section 2. Party Fence. Each fence which is built as a part of the original construction of the townhomes and placed on the dividing lines between Lots shall constitute a party fence, and the general rules of law regarding party walls or fences and of liability for property damage due to negligence or willful acts or omissions, as well as the provisions of this Article VII, shall apply to such party fences.

Section 3. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall, roof valley or party fence shall be shared by the Owners who make use of the wall, roof or fence in proportion to their respective use of same. Nothing shall be done by any Owner which impairs the structural integrity of any party wall, roof valley or party fence or which diminishes the fire protection afforded by any party wall, roof valley or party fence. No Owner shall use any party wall, roof valley or party fence for any purpose which creates a hazard or nuisance for any other Owner who makes use of the party wall, roof valley or party fence.

Section 4. Destruction by Fire or Other Casualty. If a party wall, roof valley or party fence is destroyed or damaged by fire or other casualty, then, to the extent that such destruction or damages not covered by insurance and repaired out of the proceeds of same, the Owners of any Lots of which the party wall, roof valley or party fence was or is a part shall pro-rata contribute to the cost of restoration thereof, provided, however, the payment of any assessment thereunder shall be without prejudice to the right of any such Owner to institute any action or proceeding at law or in equity for a larger contribution from third parties under any rule of law regarding liability for negligence or willful acts or omissions.

Section 5. Weatherproofing. Notwithstanding any other provisions of this Declaration, to the extent that such damage is not covered and paid for by the insurance provided for herein, an Owner, who by his negligent or willful act causes or permits any party wall or portion thereof to be exposed to the elements shall bear the whole cost of restoration thereof and of furnishing the necessary protection against such elements.

Section 6. Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successor in title.

Section 7. Encroachments. If any portion of a party wall, roof valley or party fence shall encroach upon any adjoining Lot or upon the Common Properties, by reason of reconstruction, settlement or shifting of any Lot, or otherwise, a valid easement for the encroachment and for the maintenance of the same as long as the Lot stands, shall exist.

Section 8. Maintenance. As part of the Association's responsibility to maintain the exterior of the Units, the Association shall perform all maintenance and other work described in

this Article VII with the right to bill the Owners of the adjacent townhomes for the work on party walls, shared roof valleys, and party fences.

ARTICLE VIII ARCHITECTURAL CONTROL

Section 1. Architectural and Environmental Control. Except for original construction, and except for purposes of proper maintenance and repair, no building, fence, wall or other improvements or structures shall be commenced, directed, placed, moved, altered or maintained upon the Properties, nor shall any exterior addition to or change (including any change of color) or other alteration thereupon be made until the complete plans and specifications showing the location, nature, shape, height, material, color, type of construction and/or any other proposed form of change shall have been submitted to and approved in writing as to safety, harmony of external design, color and location in relation to surrounding structures and topography and conformity with the design concept for the community by the Board, the Board may delegate this duty to the Manager.

Subject to the same limitations as hereinabove provided for, Owners shall not install, erect, attach, apply, paste, hinge, screw, nail, build, alter, plant, remove or construct any lighting, shades, screens, awnings, patio covers, decorations, fences, hedges, landscaping features, wall, aerials, antennas, unapproved radio or television broadcasting or receiving devices, slabs, sidewalks, curbs, gutters, patios, balconies, porches, driveways, walls or make any change or otherwise alter (including any alteration in color) in any manner whatsoever the exterior of any improvements constructed upon any Lot or upon any of the Common Properties or combine or otherwise join two or more Lots, or partition the same after combination, or remove or alter any windows or exterior doors of any Lot, or make any change or alteration within any Lot which will alter the structural integrity of the building or otherwise affect the property, interest or welfare of any other Lot Owner, materially increase the cost of operating or insuring any of the Common Properties or impair any easement, until the complete plans and specifications, showing the location, nature, shape, height, material color, type of construction and/or any other proposed form of change shall have been submitted to and approved in writing as to safety, harmony of external design, color and location in relation to surrounding structures and topography and conformity with the design concept for the community by the Board; the Board may delegate this duty to the Manager.

It shall be the duty of the Lot Owner to provide the Board with proof that all Owners affected by such proposed changes or alterations have been notified, that all the above specified information has been made available to them and that all such Owners have given their written approval before such changes and/or alterations can be implemented. Notification shall include, but not be limited to, all contiguous Lots. Failure to completely comply with this restriction can result in the reversal or removal of such alteration at the Owner's expense.

Section 2. Approvals, etc. Upon approval by the Board of any plans and specifications submitted pursuant to the provisions of this Article, a copy of such plans and specifications, as approved, shall be deposited among the permanent records of the Manager and a copy of such plans and specifications bearing such approval, in writing, shall be returned to the applicant submitting the same. In the event the Board fails to affirmatively approve or

disapprove any plans and specifications which may be submitted to it pursuant to the provisions of this Article within sixty (60) days after such plans and specifications are submitted, such plans and specifications shall be deemed "disapproved."

Section 3. Limitations. Construction or alterations in accordance with plans and specifications approved by the Board pursuant to the provisions of this Article shall be commenced within six (6) months following the date upon which the same are approved by the Board (whether by affirmative action or by forbearance from action, as in Section 3 of this Article provided), and shall be substantially completed within twelve (12) months following the date of commencement, or within such other period as the Board shall specify in its approval. In the event construction is not commenced within the period aforesaid, then approval of the plans and specifications by the Board shall be conclusively deemed to have lapsed and compliance with the provisions of this Article shall again be required. There shall be no deviation from the plans and specifications approved by the Board without the prior consent in writing of the Board. Approval of any particular plans and specifications or design shall not be construed as a waiver of the right of the Board to disapprove such plans and specifications, or any elements or features thereof, in the event such plans and specifications are subsequently submitted for use in any other instance.

Section 4. Certificate of Compliance. Upon the completion of any construction or alterations or other improvements or structure in accordance with plans and specifications approved by the Board in accordance with the provisions of this Article, the Board shall, at the request of the owner thereof, issue a certificate of compliance which shall be prima facie evidence that such construction, alteration, or other improvements referenced in such certificate have been approved by the Board and constructed or installed in full compliance with the provisions of this Article and with such other provisions and requirements of this Declaration as may be applicable.

Section 5. Rules and Regulations, etc. The Board may from time to time adopt and promulgate such rules and regulations regarding the form and content of plans and specifications to be submitted for approval and may publish and/or record such statements of policy, standards, guidelines and/or establish such criteria relative to architectural styles or details, colors, setbacks, materials or other matters relative to architectural control and the protection of the environment, as it may consider necessary or appropriate. No such rules, regulations, statements, criteria or the like shall be construed as a waiver of the provisions of this Article or any other provision or requirement of law or of this Declaration. The Board may charge and collect a reasonable fee for the examination of any plans and specifications submitted for approval pursuant to the provisions of this Article. The decisions of the Board shall be final. All rights and authority of the Board under this Article VIII may be delegated to the Manager from time to time by the Board and such authority may be revoked by the Board at its option. If such authority had been delegated to the Manager by the Board, then decisions of the Manager shall be binding upon the Board and the Owners until such authority is thereafter revoked.

ARTICLE IX (INTENTIONALLY LEFT BLANK)

ARTICLE X YARD MAINTENANCE

The Association shall mow the grass planted and otherwise maintain any landscaping in the Properties and Common Properties. The Owner of each Unit may not plant additional shrubs or flowers on the Owner's Lot or install other landscaping elements. For specific use restrictions, refer to Article XI.

ARTICLE XI USE RESTRICTIONS

Section 1. Prohibited Uses and Nuisances. Except with the prior written approval of the Board, or as may be necessary in connection with reasonable and necessary repairs or maintenance to any Lot or upon the Common Properties and all recreational and other common facilities, the following uses and activities are prohibited on the Properties and the following rules established as to the Properties:

(a) All buildings or structures on the Properties shall be of new construction. No building or structure shall be moved onto said Lots. No buildings other than single-family residences which may be joined together by a common wall or walls, and/or roof and/or foundation, shall be constructed. Each Lot conveyed shall be designated by a separate legal description and shall constitute a freehold estate subject to the terms, conditions and provisions hereof.

(b) No additional structure shall be erected or placed on any Lot.

(c) No noxious or offensive trade or activity shall be erected on upon or within any Lot nor shall anything be done therein or thereon which may be or become an annoyance or nuisance to the neighborhood or other Members. Without limiting the generality of the foregoing, no speaker, horn, whistle, siren, bell or other sound device, except such devices as may be used exclusively for security purposes, shall be located, installed or maintained upon the exterior of any Lot or upon the exterior of any other improvements.

(d) The maintenance, keeping, boarding and/or raising of animals, livestock, or poultry of any kind, regardless of number, shall be and is hereby prohibited on or within any Lot, except that this shall not prohibit the keeping of dogs, cats and/or caged birds as domestic pets provided they are not kept, bred or maintained for commercial purposes and, provided further, that such domestic pets are not a source of annoyance or nuisance to the neighborhood or other Members. The Manager shall have the authority, after hearing, to determine whether a particular pet is a nuisance or a source of annoyance to other Members, and such reasonable determination shall be conclusive. Pets shall be attended at all times and shall be registered, licensed and inoculated as may from time to time be required by law. Pets shall not be permitted upon the Common Properties unless accompanied by a responsible person and unless they are carried or leashed. The Manager shall have the right to adopt such additional rules and regulations regarding pets as it may from time to time consider reasonably necessary or appropriate, including a limit on the number of pets permitted per Lot.

(e) No burning of trash and no accumulation or storage of litter, lumber, scrap metals, refuse, bulk materials, waste, or trash of any other kind shall be permitted on any Lot.

(f) Except as herein otherwise provided, no junk vehicle, commercial vehicle, trailer, truck, camper, camp truck, house trailer, RV, boat or other machinery or equipment of any kind or character (except for equipment and/or machinery as may be reasonable, customary and usual in connection with the use and maintenance of any Lot and except for such equipment and/or machinery as the Association may require in connection with the maintenance and operation of the Common Properties and all recreational and other common facilities) shall be kept outside the garage of any Lot nor (except for bona fide emergencies) nor shall the repair or extraordinary maintenance of automobiles or other vehicles be carried out thereon. No inoperable vehicle of any kind, nor any vehicle without current safety inspection or license tags, may be kept on any Lot, yard, or driveway of any Lot at any time.

(g) Trash and garbage containers shall not be permitted to remain in public view except on days of trash collection. No incinerator shall be kept or maintained upon any Lot .

(h) No Lot shall be divided or subdivided and no portion of any Lot (other than the entire Lot) shall be transferred or conveyed for any purpose. No portion of any Lot (other than the entire Lot) shall be leased. The provisions of this subsection shall not be construed to prohibit the granting of any easement and/or right-of-way to any municipality, political subdivision, public utility or other public body or authority. Not more than two (2) Lots may be leased at any one time, any lease of a Lot must be approved by the Association in all events and the Association may require the Owner to use a form of lease approved by the Association. The Association may not unreasonably withhold, condition or delay its approval of a lease so long as there are not already two (2) Lots subject to lease and provided the Owner is in good standing with the Association and does not have any outstanding late assessments or fines and be in compliance with all Bylaws and with any additional rules and regulations adopted by the Board. A contract for deed is not a valid lease and does not convey legal title to a unit, a contract for deed does not convey any membership privileges in the Association to a third party. A Unit Owner who enters into a contract for deed concerning his Unit is in breach of his obligations as a unit owner. The Association will not recognize a contract for deed as a lease substitute and no owner may use such an arrangement as a substitute for a lease. Any person occupying a unit under a contract for deed may not vote as the owner of the Unit. Except for hoses and the like which are reasonably necessary in connection with normal lawn or exterior use and maintenance, no water pipe, sewer pipe, gas pipe, drainage pipe, telephone line, electrical line or cable, television cable or similar transmission line, or the like shall be installed or maintained on any Lot above the surface of the ground, unless approved by the Board.

(i) No Lot shall be used for the purpose of boring, mining, quarrying, exploring for or removing oil or hydrocarbons, minerals, gravel or earth.

(j) No structure of a temporary character, and no trailer, tent, shack, barn, pen, kennel, run, stable, outdoor clothes dryer, outdoor clothes line, playhouse, shed or other buildings shall be erected, used or maintained on any Lot at any time.

(k) Except for signs for traffic control or safety, no signs, billboards, objects or advertising devices of any character shall be erected, posted, displayed or permitted to remain upon, in or about any Lot. No awnings, canopy, or shutter shall be affixed to or placed upon an exterior wall or roof of a Lot unless approved by the Board.

(l) No structure, planting or other material shall be placed or permitted to remain upon any Lot which may damage or interfere with any easement for the installation or maintenance of utilities, or which may unreasonably change, obstruct or retard direction or flow of any drainage channels.

(m) Any outside television or radio aerial or antenna, or other aerial or antenna or similar device, for reception or transmission, shall be subject to the approval of the Board as to size and conformity of appearance, but such approval shall not be unreasonably withheld, delayed or conditioned.

(n) No Member shall engage or direct any employee of the Association on any private business of the Member during the hours such employee is employed by the Association, nor shall any Member direct, supervise or in any manner attempt to assert control over any employee of the Association.

(o) All fixtures and equipment installed within a Lot shall be maintained and kept in repair by the Owner thereof. An Owner shall do no act or any work that will impair the structural soundness or integrity of another Lot or impair any easement or hereditament, nor do any act nor allow any condition to exist which will adversely affect the other Lots or their Owners.

(p) No vehicle shall be parked on the access drive or driveways so as to obstruct ingress and egress by Owners of Lots, their families, guests and invitees except for the reasonable needs of emergency, construction, or service vehicles for a time limited to as briefly as possible.

(q) The garage doors of each Lot shall be kept closed at all times and the Association shall have the right to enter the Lot and close the garage doors at any time they are found open.

(r) No Member shall enter into any agreement for short-term rental of their Lot. Short-term rentals are defined as leases or rental agreements with a duration less than 90 days.

(s) The foregoing covenants of this Article XI shall not apply to the activities of the Association. All rights and authority of the Board under this Article XI, Section I may be delegated to the Manager from time to time by the Board and such authority may be revoked by the Board at its option. If such authority had been delegated to the Manager by the Board, then decisions of the Manager shall be binding upon the Board and the Owners until such authority is thereafter revoked.

Section 2. Residential Use. All Lots shall be used for private residential purposes exclusively.

Section 3. Enforcement - Right to Remove or Correct Violations. In the event any violation or attempted violation of any of the covenants or restrictions contained herein shall

occur or be maintained upon any Lot, or in the event of any other conduct in violation of any of the provisions and requirements hereof, then the same shall be considered to have been undertaken in violation of and without the approval of the Manager required herein, and, upon written notice either from the Manager or from the Association, such violation shall be promptly removed or abated. In the event the same is not removed, or the violation is not otherwise terminated or abated, within fifteen (15) days (or such shorter period as may be required in any such notice) after notice of such violation is delivered to the Owner of the Lot upon which such violation exists, or to the Member responsible for such violation if the same shall be committed or attempted on premises other than the Lot owned by such Member, then the Association shall have the right, through its agents and employees (but only after a resolution of the Board) to enter upon such Lot and to take such steps as may be necessary to remove or otherwise terminate or abate such violation and the cost thereof may be assessed against the Lot upon which such violation occurred and, when so assessed, a statement for the amount thereof shall be rendered to the Owner of said Lot at which time the assessment shall become due and payable and a continuing lien upon such Lot and a binding personal obligation of the Owner of such Lot, in all respects (and subject to the same limitations) as provided in Article V of this Declaration. The Association shall have the further right, through its agents, employees or committees, to enter upon and inspect any Lot at any reasonable time for the purpose of ascertaining whether any violation of the provisions of this Article XI or any of the other provisions or requirements of this Declaration, exist on such Lot, and neither the Association nor any such agent or employee shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

Section 4. House Rules, etc. The Members covenant and agree not to violate any rules for the use of the Common Properties or other rules and regulations not inconsistent with the provisions of this Declaration which may from time to time be adopted by the Board of the Association and promulgated among the membership by them in writing, and the Board is hereby and elsewhere in this Declaration authorized to adopt such rules. Notwithstanding anything in this Declaration to the contrary, the Declarant, in its sole discretion, may adopt, amend, or repeal the rules for the use of the Common Properties or other rules and regulations at any time prior to the Turnover Date, provided that such rules and regulations are not inconsistent with the provisions of this Declaration.

ARTICLE XII EASEMENTS

Section 1. Utility Easements. To ensure that utility facilities providing sewer, electricity, gas, water and telephone services to the individual Lots shall be kept, maintained, restored, repaired and replaced, the Association hereby grants the City of Kansas City, Missouri and any and all public utilities, for the benefit of the Lot Owners, the following permanent rights, licenses and easements:

(a) An easement to keep, maintain, restore, repair and replace any such utility lines over, under and across any of the Common Properties, the Properties, or the Lots for the purpose of maintaining, restoring, repairing or replacing any utility lines and for the purpose of reading any meter installed with respect to any utility line.

(b) If, in order to maintain, restore, repair or replace the utility line that serves any one Lot, it becomes necessary to break through walls, excavate or otherwise damage a Lot, the Common Properties or the Properties entered, the damages caused by such entry shall be repaired and the Lot, the Common Properties or the Properties entered shall be restored to substantially the same condition as prior to such damage as a common expense of the Association payable out of the annual assessment. Expenses applicable to removal of obstructions in a sewer line from a residence to the common sewer line, shall be assumed and paid by the Owner of such Lot and shall not be a common expense payable by the Association out of the annual assessment.

(c) If it becomes necessary to maintain, restore, repair or replace utility lines which serve more than one Lot, including but not limited to stormwater management control and water quality Best Management Practice facilities and tee connections to the water meter, then the cost of such maintenance, restoration, repair or replacement to its former condition shall be a common expense payable by the Association out of the annual assessment.

Section 2. Easements for Minor Encroachments. Each Lot and all improvements constructed upon the Common Properties shall be subject to an easement created by the construction of any overhang of the original structure. A valid easement for said encroachment and for the maintenance of same, so long as they stand, shall and does exist. In the event any such improvements are partially or totally destroyed and then rebuilt, the Association and the Owners of each Lot agree that valid easements shall exist for any encroachment resulting therefrom.

Section 3. Blanket Easement. There is hereby created a blanket easement upon, across, over and under all of the Properties for ingress and egress, installation, operation, and for replacing, repairing and maintaining utilities, including but not limited to water, sewer, telephone, television, CATV cables, electricity, gas and for drainage facilities and floodway purposes, together with the right to remove any obstruction that may be placed in such easement area that would constitute interference with the use of such easement, or with the use, maintenance, operation or installation of such utilities, drainage facilities and floodway courses. By virtue of this easement, it shall be expressly permissible for the utility companies and/or the Association to affix and maintain pipes, wires, conduits or other service to the lines on, above, across and under the roofs and exterior walls of the Lots. Notwithstanding anything to the contrary contained in this paragraph, or in this Declaration, no sewer, electrical line, water line or other utilities may be installed or relocated upon the Common Properties, the Properties, the Lots or the Lots after the date of this Declaration unless approved by the Board, or if installed or relocated prior to the Turnover Date, approved by the Declarant. Neither the Association nor any utility company or other authorized entity using the easements shall be liable for any damage done by them, their employees or agents, to shrubbery, trees, flowers or other improvement located on the land covered by said easements. The Owners of the respective Lots shall not be deemed to separately own pipes, wires, conduits or other service lines running through their property, which are utilized for or serve other Lots, but each Owner shall have an easement in and to the aforesaid facilities as shall be necessary for the use, maintenance and enjoyment of his Lot. The Association shall maintain and repair the stormwater management control and water quality Best Management Practice facilities and the tee connections to the water meter. It shall be the obligation of the Association to maintain all sewer lines and facilities from the exterior of

the Lots to the city sewer main, such lines to be located within such easement areas. All expenses for such maintenance shall be a common expense to be paid by the Association out of the annual assessment pursuant to this Declaration.

Section 4. Easement for Ingress and Egress. The Association, for the benefit of each Lot Owner, retains easement rights for ingress and egress to each Lot over and across all of the Common Properties and other common facilities, including but not limited to the access drive.

Section 5. Association Easement. The Association hereby establishes and reserves to itself, its successors and assigns, an easement over, under and across all of the Properties and the Common Properties subject to this Declaration, for the benefit of each Lot Owner and for the purposes of executing any of the powers, rights or duties granted to or imposed upon the Association by the terms of this Declaration. Should it be necessary to enter a Unit to perform the Association's maintenance obligations as to the exterior of the Units, employees, agents and workmen shall be entitled to entrance by exhibiting to the Owner or occupant an order from the Manager or the Board. The Manager, a representative of the Manager, repair personnel employed by the Board or the Manager and City and County authorities, including policemen and firemen, shall also have the right to enter any Unit in which an emergency has arisen. All easements and rights herein established shall run with the land and inure to the benefit of and be binding on the Owners and the Association, their successors and assigns, and any owner, purchaser, mortgagee or other person having an interest in any portion of the Properties herein described, whether or not such easements are mentioned or described in any deed of conveyance, and all easements established in this Article XII shall also inure to the benefit of the present and future owners of property described hereinabove, including any owner, purchaser, mortgagee or other person having any interest in said property.

ARTICLE XIII GENERAL PROVISIONS

Section 1. Duration. Unless amended in accordance with the provisions of this Article and the other requirements of this Declaration, and except where permanent easements or other permanent rights or interests are herein created, the Covenants, Conditions and Restrictions of this Declaration shall run with and bind the land subject to this Declaration, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of twenty (20) years from the date that this Declaration is recorded, after which time the said Covenants, Conditions and Restrictions shall be automatically extended for successive periods of ten (10) years unless an instrument signed by four-fifths (4/5ths) of the then Owners of the Lots has been recorded, agreeing to abolish said Covenants, Conditions and Restrictions or to change said Covenants, Conditions and Restrictions in whole or in part, provided, however, that no such agreements to abolish, abandon or change shall be effective unless made and recorded one (1) year in advance of the effective date of expiration of the then term.

Section 2. Construction and Enforcement. Enforcement of these Covenants, Conditions and Restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant, condition or restriction, either to restrain or enjoin violation or to recover damages, or both, and against any Lot to enforce the lien created

hereby, and the failure or forbearance by the Association or the Owner of any Lot to enforce any covenant, condition or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 3. Limitation of Liability. The Association shall not be liable for any failure of any services to be obtained by the Association or paid for out of the annual assessment funds, or for injury or damage to person or property caused by the elements or resulting from water which may leak or flow from any portion of the Common Properties and other common facilities, or from any wire, pipe, drain, conduit or the like. The Association shall not be liable to any Member for loss or damage, by theft or otherwise, of articles which may be stored upon the Common Properties and common facilities. No diminution or abatement of assessments, as here provided for, shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements to the Common Properties and other common facilities, or from any action taken by the Association to comply with any of the provisions of this Declaration or with any law or ordinance or with the order or directive of any municipal or other governmental authority.

Section 4. Voting. Whenever in this Declaration any action is required to be taken by a specified percentage of the "then Members" of the Association, then such action shall be required to be taken by the specified percentage of the then outstanding cumulative membership of the Association. Except as otherwise provided herein, all members shall be entitled to vote, as a single class, on all Association matters requiring a vote under this Declaration. Members shall have one (1) vote for each lot owned except that so long as any person constituting a Declarant is the owner of a lot and is a member of the Association, such person shall have five (5) votes for each lot owned. The Board shall have the right, power and privilege to suspend the voting rights of an Owner or Owners for the period during which an assessment against his or her Unit remains unpaid and delinquent. The Board shall also have the right to suspend the voting rights of every Owner of a Unit for a period not to exceed thirty (30) days for any one (1) violation of this Declaration or infraction of the rules and regulations of the Association committed by such Owners, their respective guests, servants, family members, tenants or invitees, provided that any suspension of voting rights (except for failure to pay assessments) shall be made only after written notice and the opportunity for a hearing are provided.

Section 5. Mergers and Consolidations. The Association may participate in mergers and consolidations with other corporations or limited liability companies or other entities organized for the same purpose or annex additional residential property and Common Properties, provided that any such merger, consolidation or annexation shall have the written assent of four-fifths (4/5ths) of the then Members. Written notice of a meeting duly called to set forth the purpose of said mergers or consolidations shall be given to all Members at least ten (10) days in advance.

Section 6. Incorporation by Reference on Resale. In the event any Owner sells or otherwise transfers any Lot, the deed purporting to effect such transfer shall contain a provision incorporating by reference the covenants, conditions and restrictions set forth in this Declaration, but failure to include such a provision in any such deed shall not affect the validity, priority or enforceability of the covenants, conditions and restrictions set forth in this Declaration or against such sold or otherwise transferred Lot.

Section 7. Consents. Any other provision of this Declaration to the contrary notwithstanding, the Association shall not, without the prior written consent of four-fifths (4/5ths) of all then Owners of record:

(a) Abandon or terminate the Declaration. Notwithstanding anything in this Declaration to the contrary, Declarant reserves the right to amend this Declaration unilaterally at any time prior to the Turnover Date without prior notice and without the consent of any Owner or the Association.

(b) Modify or amend any of the substantive provisions of the Declaration.

(c) Change the method of determining the obligations, assessments or other charges which may be levied against any Lot or the Owner thereof as provided in this Declaration.

(d) By act or omission encumber, mortgage, partition, subdivide, sell, transfer, abandon or otherwise dispose of any of the Common Properties and all recreational and other common facilities which are owned, directly or indirectly, by the Association.

(e) By act or omission change, waive or abandon any scheme of regulations, or enforcement thereof, pertaining to the architectural design or the exterior appearance of Lots, the exterior maintenance of Lots, the maintenance of party walls or common fences and driveways, or the upkeep in lawns and plantings in the Properties.

Section 8. Articles of Incorporation and Bylaws. Except as specifically set forth in this Declaration, all provisions applicable to notice, voting and quorum requirements for all actions to be taken by the Association shall be as set forth in its Articles of Incorporation and Bylaws, or either, as may be required or permitted by the applicable provisions of Missouri law. In any event, if any provisions set forth in this Declaration applicable to notice, voting and quorum requirements are in conflict with any provisions of Missouri law applicable to limited liability companies on the date of this Declaration, or at any time after said date, the applicable provisions of Missouri law shall control.

Section 9. No Dedication to Public Use. Nothing herein contained shall be construed as a dedication to public use or as an acceptance for maintenance of any of the Common Properties and other common facilities by any public or municipal agency, authority or utility and no public or municipal agency, authority or utility shall have any responsibility or liability for the maintenance or operation of any said Common Properties and other common facilities.

Section 10. Grammar. The singular wherever used herein shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or individuals, men or women, shall in all cases be assumed as though in each case fully expressed.

Section 11. Notices. All notices required to be given hereunder shall be deemed to have been properly sent when deposited with the United States Postal Service, ordinary mail, postage prepaid, addressed to the Owner at the street address assigned to his Lot by the governing body of the City of Kansas City, Missouri, or its delegate provided, however, said notice may be delivered by any other reasonable means.

Section 12. Severability. Invalidation of any one (1) of these covenants, conditions or restrictions by judgment, decree or court order shall in no wise affect any other provisions hereof, each of which shall remain in full force and effect.

Section 13. Captions. The captions contained in this Declaration are for convenience only and are not a part of this Declaration and are not intended in any way to limit or enlarge the terms and provisions of this Declaration.

Section 14. Association Powers. In addition to any other powers the Association has, the Board of the Association shall have the power to exercise all of the following powers:

- (a) Adopt and amend the Association's Bylaws and rules and regulations.
- (b) Adopt and amend budgets for revenues, expenditures, and reserves and collect assessments for common expense from Owners.
- (c) Hire and terminate managing agents and other employees, agents, and independent contractors.
- (d) Institute, defend, or intervene in litigation or administrative proceeding in its own name on behalf of itself or two or more owners on matters affecting the Properties.
- (e) Make contracts and incur liabilities.
- (f) Regulate the use, maintenance, repair, replacement, and modification of Common Properties.
- (g) Cause additional improvements to be made as a part of the Common Properties.
- (h) Acquire, hold, encumber, and convey in its own name any right, title, or interest to real or personal property, provided that the Common Properties may be conveyed or subjected to a security interest only as set out in this Declaration.
- (i) Grant easements, leases, licenses, and concessions through or over the Common Properties.
- (j) Impose and receive any payments, fees, or charge for the use, rental or operation of the Common Properties and services provided to Owners.
- (k) Impose charges for late payment of assessments and, after notice and an opportunity to be heard, levy reasonable fines for violations of the Declaration, Bylaws, and rules and regulations of the Association.
- (l) Impose reasonable charges for the preparation and recordation of amendments to the Declaration or statements of unpaid assessments.
- (m) Provide for the indemnification of its officers and Manager and maintain directors' and officers' liability insurance.

(n) Assign its rights to future income, including the right to receive Common Properties assessments, but only to the extent expressly provided in the declaration.

(o) Exercise any other powers conferred by this Declaration.

(p) Exercise all other powers that may be exercised in this state by legal entities of the same type as the Association.

(q) Exercise any other powers necessary and proper for the governance and operation of the Association.

Section 15. Association Disputes. In the event of any dispute between the members of the Manager of the Association that results in a deadlock in the voting of the Members, said dispute shall be resolved by binding arbitration. The arbitration panel (the "Arbitrators") shall be selected by the Manager as hereinafter provided.

(a) Three (3) people shall serve on the arbitration panel as the Arbitrators and shall be selected as follows: (i) within five (5) days of the Association meeting whereby the dispute or deadlock arises, the members of the Association shall select two (2) qualified arbitrators from the Missouri Bar list of Dispute Resolution Neutrals, and (ii) within five (5) business days of their collective selection, the two qualified arbitrators selected by the Association shall select a third qualified arbitrator from the Missouri Bar List of Dispute Resolution Neutrals.

(b) Within fifteen (15) days after the dispute arises, each member of the Association shall be permitted to submit a letter (the "Initial Letters") to the Arbitrators. In the event the dispute involves the determination of Assessments, the Initial Letters shall specify (i) the total amount claimed to be a reasonable and appropriate amount for the Assessments, (ii) each specific line item of the proposed Assessment, including both known and estimated expenses, and (iii) a brief explanation as to how each line item was calculated, including copies of any supporting documentation. For any other dispute, the Initial Letters shall describe the nature of the dispute, the issues to be resolved and a proposed remedy.

(c) Within fifteen (15) days following the Arbitrator's receipt of the Initial Letters, the Arbitrators may elect to schedule an arbitration hearing at the Arbitrators' earliest convenience. The hearing will be conducted in Kansas City, Missouri at a location designated by the Arbitrators. The members of the Association shall make reasonable efforts to make themselves available at the convenience of the Arbitrators. At the hearing, the members of the Association may offer evidence they deem relevant. No formal rules of evidence shall apply with respect to the arbitration. The Arbitrators shall consider all evidence offered by the parties, however, the Arbitrators may consider the rationale underlying the various Federal Rules of Evidence in weighing the strength or credibility of such evidence. The Arbitrators are encouraged to question, at any time (prior to, during or after the hearing) either party's representatives, any witness and any other persons they feel may be helpful in fairly resolving the dispute. Following the hearing, the Arbitrators may conduct any additional discovery they deem appropriate to fairly and economically resolve the dispute. After conducting any additional discovery the Arbitrators deem prudent, the Arbitrators shall promptly render a written decision signed by the Arbitrators and delivered to the Association. With the consent of the Association, the Arbitrators may elect,

if permitted by applicable rules, to make their decision based solely on the documents submitted by the Association.

(d) The Arbitrators' written decision shall only be specific enough to resolve the dispute and the decision of the Arbitrators' shall be final. If the Arbitrators set the amount of the Assessment as part of the resolution, such amount shall be levied by the Association within fifteen (15) days after the Association's receipt of the written decision.

(e) In the event a procedural issue arises that is not covered by this Section 15, the Commercial Arbitration Rules of the American Arbitration Association shall govern.

(f) The Arbitrators' fees and any expenses of the Arbitrators shall be an Assessment. The Arbitrators shall have no authority to award costs or expenses, and the Arbitrators shall have no authority to award attorneys' fees.

(g) The Arbitrators shall have no liability to either party for any decision rendered, unless it can be shown that the decision was the product of fraud on the part of the Arbitrators.

[Remainder of page intentionally left blank]

IN WITNESS THEREOF, the Association being the Declarant herein, has caused this instrument to be executed in its name and on its behalf and its corporate seal to be affixed hereunto by officers duly authorized thereunto this 12th day of September, 2025.

DECLARANT:

WeaverKC Homeowners' Association, a Missouri nonprofit corporation

By: [Signature]

Name: Lance Carlton

Title: Member

STATE OF Kansas)
) ss
COUNTY OF Johnson)

On this 11th day of September, 2025, before me, appeared Lance Carlton, manager of WeaverKC Homeowners' Association, a Missouri nonprofit corporation, known to me to be the person who executed the within instrument on behalf of said limited liability company and acknowledged to me that he executed the same for the purposes therein stated.

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:

9/7/2029



EXHIBIT "A"
TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

LEGAL DESCRIPTION OF PROPERTY

All of LOT 2, 19th AND OAK, a subdivision in Kansas City, Jackson County, Missouri recorded June 24, 2022 as Document No. 2022E0060010, in Book 204, Page 81 119 in the Office of the Recorder of Deeds for said County and State, being more particularly described as follows:

Beginning at the Northwest Corner of aforesaid Lot 2, said point also being a point on the South right-of-way line of 19th Street (platted as Amelia Street) as now established 49.50 feet wide; thence S87°37'46"E along the North line of said Lot 2, being also along the South right-of-way line of said 19th Street, a distance of 136.73 feet to the Northeast corner of said Lot 2, said point also being the center of the vacated Alley lying West of and adjacent to the East line of Lots 1 thru 6 in Block 8, MCGEE PLACE, a subdivision in Kansas City, Jackson County, Missouri; thence S02°18'41"W along the East line of said Lot 2, being also along the centerline of said vacated Alley, a distance of 150.08 feet to the Southeast corner of said Lot 2; thence N87°26'23"W along the South line of said Lot 2, a distance of 136.71 feet to the Southwest corner of said Lot 2; thence N02°18'09"E along the West line of said Lot 2, a distance of 150.03 feet to the Point of Beginning. This description having been prepared by Steven R. Whitaker, Missouri, P.L.S. No. 2005019220. MEC Corporate Certificate / License No. 2012009395.

Containing 20,516 Square Feet or 0.471 acres, more or less.

EXHIBIT B
Share of Assessments

Assessments shall be divided among the Lots as follows

Unit 1 7.76%

Unit 2: 7.76%

Unit 3: 7.76%

Unit 4: 7.76%

Unit 5: 7.76%

Unit 6: 7.76%

Unit 7: 7.76%

Unit 8: 7.07%

Unit 9: 7.07%

Unit 10: 7.89%

Unit 11: 7.89%

Unit 12: 7.89%

Unit 13: 7.89%

RECORDER'S CERTIFICATION
JACKSON COUNTY, MISSOURI

09/17/2025 12:00 PM

NON-STANDARD FEE: EXEMPT FEE \$66.00 4 PGS



INSTRUMENT NUMBER / BOOK & PAGE

2025E0069170

Book: 226 Page: 14
Diana Smith, Recorder of Deeds

Jackson County
Recorder of Deeds
Exempt Document

This document has been recorded under exempt status
pursuant to RSMo 59.310.4.

This certificate has been added to your document in
compliance with the laws of the State of Missouri.



Diana Smith
Recorder of Deeds

415 E. 12th Street, Room 104
Kansas City, MO 64106

112 W. Lexington, Suite 30
Independence, MO 64050

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