Recorded in Platte County, Missouri
Recording Date/Time: 12/11/2020 at 08:12:04 AM
Instr Number: 2020021911
Book: 1345 Page: 908

Type: DE DEC
Pages: 17
Fee: $72.00 S

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Recorder of Deeds

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Title of Document: Declaration of Covenants, Conditions, and Restrictions of The Woods at Creekside

Date of Document: 12/2/2020

Grantor(s): PARKVILLE DEVELOPMENT 140, LLC

Grantee(s): PARKVILLE DEVELOPMENT 140 LLC

Grantee(s) Mailing Address: 7607 NW John Anders Rd, Kansas City, MO 64152

Legal Description:
See Exhibit "A"

Reference Book and Page(s): 22/193

If there is not sufficient space on this page for the information required, state the page reference where it is contained within the document.

Steward 497348

DECLARATION
of
COVENANTS, CONDITIONS, AND RESTRICTIONS
of
THE WOODS AT CREEKSIDE

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THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF THE WOODS AT CREEKSIDE is made by PARKVILLE DEVELOPMENT 140, LLC (the "***Declarant***").

Recitals

A. The Declarant owns all of that real property (the "***Property***") located in Platte County, Missouri, described on **EXHIBIT A** attached hereto and incorporated herein by reference. The Declarant intends to add additional land to the Property.

B. The Property is platted and subdivided into 25 detached residential lots pursuant to that certain subdivision plat recorded in Book 22, Page 193 of the Platte County Records (the "***Plat***"); and

C. In order to preserve the value of the Subdivision and to promote the general benefit, recreation, health, safety and welfare of the Owners, the Declarant desires to subject the Property to the covenants, conditions, and restrictions set forth in this Declaration; and

NOW, THEREFORE, the Grantors hereby establish the following covenants, conditions, restrictions and other agreements with respect to the Property as set forth below.

ARTICLE I
PROPERTY SUBJECT TO DECLARATION

The Declarant hereby declares that all of the Property is and shall be held, conveyed, encumbered, leased, occupied, built upon or otherwise used, improved or transferred in whole or in part, subject to this Declaration. This Declaration is in furtherance of a general plan for the subdivision, improvement and sale of the Property and every part thereof. Except as provided herein, this Declaration shall run with the Property for all purposes and shall be binding upon and inure to the benefit of the Association and all Owners and their successors in interest.

ARTICLE II
DEFINITIONS

Section 2.1. Definitions. As used in this Declaration:

(a) ***"Association"*** shall mean and refer to the WOODS AT CREEKSIDE HOMEOWNERS ASSOCIATION, INC., a Missouri nonprofit corporation, its successors and assigns, to be concurrently formed and constituted by Declarant.

(b) ***"Board"*** shall mean the Board of Directors of the Association.

(c) ***"City"*** shall mean the City of Parkville, Missouri.

(d) ***"Common Area"*** shall mean all real property (i) owned by the Association (or made available by the Declarant for the use of the Association), (ii) that the Association elects to maintain (in its discretion), or (iii) designated or shown as Common Area on the Plat, as recorded, including any amendments or additions thereto, which shall include, but not be limited to, greenways, any private streets, curbs and gutters, sidewalks, street lights, storm water facilities, landscaped areas adjacent to any streets, signage, and street lights, excluding any Master Common Areas.

(e) ***"Declaration"*** shall mean this "Declaration of Covenants, Conditions, and Restrictions of The Woods at Creekside", as the same may from time to time be amended or modified.

(f) ***"Declarant"*** shall mean Parkville Development 140, LLC, its successors and assigns.

(g) ***"Lot"*** shall mean any parcel of real property designated as a "Lot" on any recorded Plat within the Property or any additions thereto, with the exception of the Common Area, public streets or other improvements dedicated to the public.

(h) ***"Master Association"*** means that "Woods at Creekside Master Association, Inc." a Missouri not-for-profit corporation, (or such other name as selected by the Declarant at the time of formation thereof) and its successors and assigns. The Association is a member of the Master Association. The Master Association is governed by that Master Declaration of the Woods and Creekside" (the ***"Master Declaration"***). The Property is subject to the Master Declaration.

(i) ***"Master Common Areas"*** means the amenities owned by the Master Association and set aside for the common usage and enjoyment of the members of the Master Association.

(j) ***"Master Assessments"*** means any assessments due and payable by the Association to the Master Association.

(k) ***"Member"*** shall have the meaning set forth in *Article III*.

(l) ***"Owner(s)"*** shall mean the record owner, whether one or more persons or entities, of a fee or undivided interest in any Lot. The foregoing does not include any persons or entities which hold an interest in any Lot merely as security for the performance of an obligation. Except as stated otherwise in this Declaration, the term "Owner" shall not include a lessee or tenant.

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(m) ***"Plat"*** shall have the meaning set forth in *Recital B*, together with any recorded plat concerning any part of the Property (as the same may be expanded, as hereinafter provided).

(n) ***"Property"*** shall have the meaning set forth in *Recital A*, and any additional real property additionally encumbered by this Declaration upon the filing by the Declarant of an amendment to the Declaration with the County Recorder of Deeds which shall state the legal description of the additional real estate to be included as part of the Property. The Property (as the same may be so expanded) is also referred to as the "Subdivision" in this Declaration.

(o) ***"Rules"*** shall mean and refer to those reasonable and non-discriminatory rules and regulations as passed and promulgated by the Association, or the Board acting on behalf thereof, under the authority granted by this Declaration, or the Articles of Incorporation or By-Laws of the Association.

(p) ***"Single Family Residence"*** shall mean a structure containing one dwelling only and occupied by not more than one family.

(q) ***"Subdivision"*** shall mean the Property subject to this Declaration, as may be amended (the Subdivision and Property are used interchangeably throughout this Declaration).

ARTICLE III
THE ASSOCIATION

Section 3.1. Organization. The Association is a non-profit corporation organized and existing under the General Not-For-Profit Corporation Act of the State of Missouri, charged with the duties and invested with the powers prescribed by law and set forth in its Articles of Incorporation, By-Laws, and this Declaration. Neither the Articles nor By-Laws shall, for any reason, be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration.

Section 3.2. Membership. Every Owner of a Lot shall be a Member of the Association. Membership shall be appurtenant to, and may not be separated from, ownership of any Lot.

Section 3.3. Voting. The Association shall have two classes of voting membership:

(a) Class A. Class A Members shall be any Owner (other than Declarant) of a Lot, and shall be entitled to 1 vote for each a Lot owned by that Member. When more than one person holds an interest in any Lot, all such persons shall be Members, however, for purposes of a quorum, they shall be treated as a single Member. The vote for such Lot shall be exercised as they determine, but in no event shall more than 1 vote be cast with respect to any Lot.

(b) Class B. THE CLASS B MEMBER SHALL BE THE DECLARANT WHO SHALL BE ENTITLED TO 25 VOTES FOR EACH LOT OWNED.

Section 3.4. Board of Directors. The Board, elected in accordance with the Articles of Incorporation and Bylaws, shall be charged with the management of the Association.

Section 3.5. Personal Liability. No Member of the Board of Directors, any committee of the Association, or any officers of the Association shall be personally liable to any Owner, or to any other party, including the Association, for any damage, loss or prejudice suffered or claimed on account of any act,

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omission, error or negligence of the Association, the Board, any committee of the Association, or any officer of the Association, provided that such person has, upon the basis of such information as may be possessed by him, acted in subjective good faith and without willful or intentional misconduct.

Section 3.6. Responsibility for Common Areas. The Association shall have the responsibility for maintaining the Common Areas and shall be responsible for the payment of any taxes and insurance on the Common Areas. The Board shall be the sole judge as to the appropriate maintenance of all grounds within the Common Area.

Section 3.7. Agent. The Association may, at its option, designate a qualified management agent to perform or exercise the duties and rights of the Association.

ARTICLE IV
COVENANT FOR ASSESSMENTS

Section 4.1. Creation of the Lien and Personal Obligations of Assessments. Each of the Owner(s) (including Declarant, for each Lot owned by Declarant) hereby covenants, and, by acceptance of a deed for any Lot, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (i) initiation fee (to the extent provided below), (ii) annual assessments or charges, and (iii) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The initiation fee, annual and special assessments, together with interest, costs and reasonable attorneys' fees, shall, to the full extent permitted by law, be a charge on the Lot of each of the Owner(s) and shall be a continuing lien upon each such Lot after such assessment is made. Each such assessment, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the Owner(s) of each Lot on the effective date of the assessments. The personal obligation for delinquent assessments shall not pass to the successors in title of each Owner(s), but, nevertheless, the lien arising by reason of such assessment shall continue to be a charge and lien upon the land as above provided. In the event 2 or more Lots are combined into one (only with the consent of the Declarant), the Owner of the combined Lot will remain obligated to pay assessments for the same number of Lots that existed prior to the Lot combination.

Section 4.2. Purpose of Assessments. The assessments levied by the Association shall be used for the purpose of promoting the general benefit, recreation, health, safety and welfare of the residents of the Subdivision. Such purposes shall include, but shall not be limited to provision for the improvement, construction, repair, maintenance, care, upkeep and management of the Common Areas and the improvements and facilities thereon; and further, shall include (i) the payment of any taxes and assessments, if any, which may be assessed and levied upon any property owned by the Association, (ii) Master Assessments, and (iii) all other costs and expenses related to the management and maintenance of the Common Areas. Nothing contained herein shall limit the Association's rights and powers granted in this Article or granted elsewhere in this Declaration and the Articles of Incorporation and By-Laws of the Association. Nothing in this Section shall be construed as a representation by the Declarant or the Association as to what, if any, services shall be provided. Non-use of the Common Areas (or Master Common Areas) or services provided to all Owners or Lots shall not exempt any Owner from the obligation to pay assessments with respect thereto.

Section 4.3. Initiation Fee. Upon the first conveyance of title to any Lot (other than a foreclosure sale which shall not be deemed a "first conveyance" requiring payment of an initiation fee but the next sale thereafter shall be a "first conveyance"), an initiation fee equal to the most recent annual assessment shall be paid to the Association; the seller and buyer with respect to the transfer of title to the Improved Lot shall

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agree as to which party or parties pays such cost. The initiation fee shall be due with respect to any conveyance of fee title to a Lot (including any transfer by contract for deed or similar form of conveyance). The initiation fee shall not be due with respect to (i) the granting of a mortgage or deed of trust, (ii) the recordation of a trustee's deed or sheriff's deed following a foreclosure or trustee's sale (but any subsequent transfer by deed by the purchaser at such sale shall be subject to the initiation fee), or (iii) the transfer of any unimproved Lot.

Section 4.4. Annual Assessment. Beginning January 1, 2020, the annual assessment for each Lot shall be $495.00. Beginning January 1, 2021, the amount of the annual assessment shall be increased by an amount equal to the product of the prior year's assessment time the percentage increase in the "Consumer Price Index" for all Urban Consumers (Index 1982-1984 = 100) (the "***CPI***") over a 12 month period, calculated using the most recently published CPI and the CPI published 12 months earlier. In the event the CPI decreased during such 12 month period, then no adjustment shall be made. The Board of Directors shall provide written notice of the annual assessment to the Owner of each Lot. The annual assessment shall be due within 30 days of the Owner's receipt of the notice (but no more often than once per calendar year). Upon collection of the annual assessment, the Association shall remit the Master Assessment to the Master Association.

Notwithstanding any provision of this Declaration to the contrary, until such time as Declarant shall have either:

(i) secured a certificate of occupancy for, and/or

(ii) closed on the sale (to a person or entity which is not affiliated, directly or indirectly, with Declarant) of,

at least 66 lots within the Property, the foregoing clause shall not be amended or modified in any respect without the consent of all Owners of Lots in the Property.

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Section 4.5. Special Assessment. In addition to the annual assessments authorized above, the Board may levy in any year (but only from and after the calendar year following that calendar year in which Declarant shall have either (i) had a certificate of occupancy issued for, and/or (ii) shall have closed on the sale of lots within the Property to a person or entity which is not affiliated, directly or indirectly, with Declarant, of at least 66 lots within the Property) a special assessment, applicable for that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of any capital improvement in the Common Area, including fixtures and property related thereto, provided that such assessment shall first be approved by a vote of not less than a majority of the total votes of all the members of the Association, (present or represented by proxy at a meeting of the members at which a quorum is present) and the written assent of the Declarant (and any successor) if such assessment is proposed while the Declarant still has an interest in 1 or more of the Lots. Notwithstanding the foregoing, the Board of Directors shall have the right to levy a special assessment (but only from and after the calendar year following that calendar year in which Declarant shall have either (i) had a certificate of occupancy issued for, and/or (ii) shall have closed on the sale of lots within the Property to a person or entity which is not affiliated, directly or indirectly, with Declarant, of at least 66 lots within the Property) without a vote of the members of the Association in connection with (i) any construction, reconstruction, repair or replacement of any capital improvement in the Common Area that is required by the City or any other governmental or quasi-governmental entity having jurisdiction, or (ii) any special assessment levied by the Master Association under the Master Declaration. The Board of Directors shall provide written notice of the special assessment to the Owner of each Lot. The special assessment shall be due within 30 days of the Owner's receipt of the notice

(but no more often than once per calendar year). Upon collection of any special assessment levied by the Master Association, the Association shall remit the same to the Master Association.

Notwithstanding any provision of this Declaration to the contrary, until such time as Declarant shall have either:

(i) secured a certificate of occupancy for, and/or

(ii) closed on the sale (to a person or entity which is not affiliated, directly or indirectly, with Declarant) of,

at least 66 lots within the Property, the foregoing clause shall not be amended or modified in any respect without the consent of all Owners of Lots in the Property

Section 4.6. Estoppel Certificate. The Association shall, upon demand and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a lot is binding upon the Association as of the date of its issuance.

Section 4.7. Reserve Fund. The Board may build up and maintain a reasonable reserve (not to exceed $25,000.00) for contingencies and replacements. Any surplus assessments not expended during a calendar year shall be placed into the reserve fund, subject to the maximum limitation on same as provided in the preceding sentence.

Section 4.8. Effect of Nonpayment of Assessments; Remedies of the Association.

(a) Collection. Any annual or special assessment not paid within 30 days after the due date, shall bear interest from the due date at the rate of 10% per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot by appropriate action as set forth by the laws of the State of Missouri, as the same may be changed or amended. The Association may at its discretion file certificates of non-payment of assessments in the office of the Recorder of Deeds whenever any such assessments are delinquent. In the event the Association employs an attorney or attorneys for collection of any assessment, whether by suit or otherwise, or to enforce compliance with or specific performance of the terms and conditions of this Declaration, or for any other purpose in connection with the breach of this Declaration, each Owner, except Declarant, agrees to pay reasonable attorneys' fees and costs thereby incurred in addition to any other amounts due or any other relief or remedy obtained against said Owner.

(b) Third Party Beneficiary. The Master Association is an intended third party beneficiary of the rights to levy assessment and enforce liens as set forth in this Article IV, but only with respect to that portion of the lien pertaining to a Master Assessment or a special assessment levied by the Master Association.

Section 4.9. Subordination of the Lien to Mortgages. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof. The assessment provided for herein shall become a lien on

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the real estate against which it is levied as soon as it is due and payable as above set forth, provided, however, that such lien shall be inferior and subordinate to the lien of any valid first mortgage

Section 4.10. Exempt Property. Notwithstanding anything else contained herein, all Common Areas are exempt from the assessment charge and lien created herein.

ARTICLE V
ARCHITECTURAL CONTROL

Section 5.1. Review by Committee. No structure, residence, accessory building, deck, shed, patio, stairway, statuary or similar yard décor, water feature, flag pole, mailbox, doghouse or other animal shelter, fence, wall, swimming pool, hot tub, satellite dish, basketball goal, swing set, trampoline, sandbox, recreational structure or other improvement shall be constructed or maintained upon any Lot, and no addition or change to the exterior of a structure shall be undertaken, unless complete plans, specification and plot plans thereof showing the exterior design, height, building material and color scheme thereof, the location of the structure on the Lot plotted, shall have been submitted to and approved in writing by the Architectural Committee. A copy of such plans, specifications and plot plans as finally approved shall be kept by the Architectural Committee. All fees and expenses incurred by the Architectural Committee shall be paid by the applicant.

Section 5.2. Duties. The Architectural Committee shall have the right, in its reasonable discretion, to refuse to approve any plans and specifications which are not suitable or desirable for aesthetic or other reasons and in passing upon such plans and specifications and without any limitations of the foregoing, it shall have the right to take into consideration the suitability of the proposed building, structure or other improvement of landscaping, in light of the harmony of external design and location in relation to surrounding structures and topography and the effect of the improvements as planned on the outlook from adjacent or neighboring Lots. No changes or deviations in or from such plans and specifications once approved shall be made without the prior written approval of the Architectural Committee.

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Section 5.3. Procedures.

(a) Review of Plans. The Architectural Committee shall approve or disapprove all plans and requests within 30 days after receipt by the Committee of all necessary information. In the event the Architectural Committee fails to take any action within 30 days after the initial request and all necessary information has been submitted, the requesting Owner shall send a second written request to the Architectural Committee. In the event the Architectural Committee fails to take action within 10 business days of the second request, approval shall be presumed and this Article shall be deemed to have been fully complied with.

(b) Approval. During such times that the Declarant controls the Architectural Committee, any member of the Architectural Committee shall have the authority to approve any request. Once the Board of the Association takes over control of the Architectural Committee, a majority vote of the Architectural Committee shall be necessary for approval of any request.

Section 5.4. Members of Committee. The Architectural Committee shall consist of 2 members appointed by Declarant until such time as either the Declarant does not own any Lots or until the Declarant notifies the Board in writing of its waiver of its right to appoint the members of the Architectural Committee. Upon such time as the Declarant no longer controls the Architectural Committee, then the Board of Directors

of the Association shall elect members of the Architectural Committee and there shall be 3 members to serve. Members of the Committee are not required to be Owners.

Section 5.5. Non-Liability for Approval of Plans. Plans and specifications shall be reviewed by the Architectural Committee as to style, exterior design, appearance and location and shall not be reviewed for engineering or structural design or for compliance with zoning and building ordinances. By approving such plans and specifications, neither the Architectural Committee, the members thereof, the Association, the Board nor the Declarant assume any liability or responsibility therefor or for any defect in any structure constructed from such plans and specifications. Neither the Architectural Committee, any member thereof, the Association, the Board nor the Declarant shall be liable to any Owner, prospective Owner, or other Person for any damage, loss or injury suffered or claimed on account of (a) the approval or disapproval of any plans, drawings and specifications, whether or not defective, (b) the construction performance of any work, whether or not pursuant to approved plans, drawings and specifications, or (c) the development, or manner of development, of any property within Subdivision, provided, however, that such action, with the actual knowledge possessed, was taken without willful or intentional misconduct. Approval of plans and specifications by the Architectural Committee is not and shall not be deemed to be a representation or warranty that said plans or specifications comply with applicable governmental ordinances and building codes.

Section 5.6. Inspection. Any member of the Architectural Committee, or any authorized officer, director, employee or agent of the Association, may at any reasonable time enter upon any Lot in order to inspect improvements constructed or being constructed on such Lot to ascertain that such improvements have been or are being built in compliance with the approved plans and specifications.

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ARTICLE VI
USE AND BUILDING RESTRICTIONS

The following restrictions are imposed upon each residential Lot for the benefit of all Owners and the Declarant.

Section 6.1. Single-Family Residential Use. All Lots shall be used, improved and devoted exclusively as a one-family dwelling and no commercial, business, or other nonresidential use shall be conducted on any such Lot; provided, however, that this restriction shall not prevent an Owner from maintaining an office area in his residence so long as such activity (a) does not violate the applicable law; (b) does not include the employment of any additional person or persons in performance of such activities; (c) does not result in substantial traffic increase. Nothing herein shall be deemed to prevent the leasing of any such dwelling from time to time, by the Owner thereof, subject to all of the provisions of the Declaration; provided, however, any such lease must have a term of at least 1 month.

Section 6.2. Temporary Structures. No temporary structures or any other outbuilding shall be erected on any Lot without the approval of the Architectural Committee and in no event may such building, a trailer, or basement be used as a temporary residence.

Section 6.3. Animals. No animals, fowl, or livestock, other than a reasonable number of generally recognized house pets, shall be maintained on any property within the Subdivision, and then only if they are kept solely as domestic pets and not for commercial purposes. No animal shall be allowed to make an unreasonable amount of noise, or to become a nuisance. Pets shall not be allowed loose or unsupervised on any part of the Properties and walking of pets shall be on a leash and allowed only on such portions of the Properties as the Board may prescribe by its Rules.

Section 6.4. Antennas. No exterior antenna or other device for the transmission or reception of electronic signals shall be erected, used, or maintained outdoors on any Lot, unless approved by the Architectural Committee, which shall have the sole discretion to decide such matters.

Section 6.5. Motor Vehicles and Trailers. No mobile or motor home, trailer of any kind, commercial truck, camper, boat, or permanent tent or similar structure shall be parked, kept, or maintained or repaired upon any property or street (public or private) within the Subdivision, for more than 72 hours per month. No automotive repairs shall occur on any of the Lots except when performed inside of the garage. All automobiles and vehicles shall be kept in an enclosed garage whenever possible. No unlicensed or inoperative vehicle shall be stored or parked other than inside an enclosed garage.

Section 6.6. Landscaping and Lawns. Each Owner shall complete the landscaping required by the Architectural Committee prior to occupying the premises, unless the Architectural Committee shall approve a delay based on weather conditions. Each Owner of a Lot within the Subdivision shall keep all shrubs, trees, grass and plantings, including the area located between the boundary line of his property and the street on which such Owner's property abuts, neatly trimmed, properly cultivated and free of trash, weeds and other unsightly material.

Section 6.7. Nuisances. No rubbish or debris of any kind shall be placed or permitted to accumulate upon or adjacent to any Lot within the Subdivision, and no odors shall be permitted to arise therefrom so as to render any such Lot or any portion thereof, unsanitary, unsightly, offensive or detrimental to any other Lot in the vicinity thereof or to its occupants. Without limiting the generality of any of the foregoing provisions, no exterior speakers, horns, whistles, bells or other sound devices, except security devices used exclusively for security purposes, shall be located, used or placed on any such property. The Board in its sole discretion shall have the right to determine the existence of any such nuisance and for the purposes of this Declaration such determination shall be conclusive.

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Section 6.8. Storage Tanks. No fuel storage tanks shall be erected above or below the ground on any Lot.

Section 6.9. Signs. Except as set forth in *Article VIII*, no signs of any kind shall be displayed to the public view on any Lot except one professional sign of not more than 600 square inches to advertise the property for sale. Political signs more than 600 square inches shall be permitted only in the 3 weeks prior to the election such sign concerns, and shall be removed within 48 hours after the close of the voting in the election in question.

Section 6.10. Repair of Buildings. No building, structure or fence upon any Lot within the Subdivision shall be permitted to fall into disrepair, and each such building, structure or fence shall at all times be kept in good condition and repair and adequately painted or otherwise finished.

Section 6.11. Trash Containers and Collection. No garbage or trash shall be placed or kept on any property within the Subdivision except in covered containers of a standard type approved by the Association. In no event shall such containers be maintained so as to be visible from any neighboring Lot or any street, except to make the same available for collection and then, only for the shortest time reasonably necessary to effect such collection.

Section 6.12. Clothes Drying Facilities. Outside clothes lines or other outside facilities for drying or airing clothes shall not be erected, placed or maintained on any Lot within the Subdivision unless they are erected, placed or maintained exclusively within an area not visible from any neighboring Lot or any street.

Section 6.13. Restriction on Further Subdivision. No Lot within the Subdivision shall be further subdivided by any Owner, and no portion less than all of any such Lot, nor any easement or other interest therein, shall be conveyed or transferred by an Owner, without the prior written approval of the Board. This provision shall not, in any way, limit Declarant from subdividing any property owned by Declarant. Such newly created parcel thereafter shall be considered as one Lot; provided that it shall not serve to reduce the obligation to pay assessments on the prior number of Lots.

Section 6.14. Fences. Fences shall be of the design, materials and specifications determined by the Architectural Committee. No fence or hedge shall be permitted between the front wall of the structure and the adjoining street or across the front yard.

Section 6.15. Garage Doors. The doors of all garages shall be kept closed at all times except when necessary for ingress and egress.

Section 6.16. Outside Lighting. Spotlights, floodlights, or similar type high intensity lighting shall be designed, located and constructed so as to eliminate or significantly reduce glare on adjoining residences, and the Architectural Committee may direct that they be redesigned or eliminated if they determine that it is advisable. Other types of low intensity lighting which do not disturb the Owners or other occupants of the Properties may be allowed.

Section 6.17. Above Ground Pools. There shall be no above ground pools allowed in the Subdivision. There shall be no above ground hot tubs or spas allowed in the Subdivision unless approved by the Architectural Committee, which shall have the sole discretion to decide such matters.

Section 6.18. Completion. A structure shall be completed within a reasonable time after commencement of construction (6 months from commencement to complete exterior and 1 year to complete all construction and landscaping). In the event of fire, windstorm, or other damage, a structure shall be repaired, remodeled, rebuilt or completely removed within a reasonable time.

Section 6.19. Rules. By a majority vote of the Board, the Association may, from time to time and subject to the provisions of the Declaration, adopt, amend, and repeal reasonable rules and regulations governing the use of any Common Area and the health, safety, comfort, convenience and general welfare of the Owners of the Lots provided, however, that such Rules may not discriminate among Owners and shall not be inconsistent with this Declaration, the Articles or By-Laws. A copy of such Rules as they may from time to time be adopted, amended or repealed shall be made available to each Owner, at said Owner's request. Upon promulgation, said Rules shall have the same force and effect as if they were set forth in and were part of the Declaration.

Section 6.20. Right to Cure. In the event that an Owner (or guest, invitee, licensee, tenant, lessee, family member, builder, contractor, subcontractor, agent or employee thereof), shall violate, or permit to be violated, any of the provisions set forth in this Article or in an Rule, the Board shall cause to be delivered to said Owner a written notice (***"Notice of Violation"***). Said Notice of Violation shall set forth the nature of the alleged violation and shall request that the violation be voluntarily terminated or remedied within a reasonable time from the mailing date of said Notice. If after a reasonable time has elapsed from the date of said Notice, the violation has not been voluntarily terminated by the Owner, the Association shall have the authority to pursue and effect any and all procedures which may be calculated as reasonably necessary to remove and/or terminate the cause of said violation. This authority shall include, but shall not be limited to, the power to employ laborers to enter upon the premises of said Owner for the purpose of removing and/or terminating the cause of said violation. If, by virtue of the exercise of the authority granted herein, the Board

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shall incur expenses in connection with the process of removing and/or terminating said violation the Association may enforce collection of same in the same manner as if such costs were an assessment and shall have all powers and rights to so collect as set forth in *Article IV* above. For purposes of administering this Section, the determination of whether a violation has been, or is being, committed and the determination of what time period constitutes a "reasonable time" allowable for voluntary termination of the same, shall be made by the Association after taking into consideration the facts and circumstances surrounding the particular situation, condition or occurrence.

ARTICLE VII
PROPERTY RIGHTS AND EASEMENTS

Section 7.1. Common Areas. On or before the date that the Declarant conveys its last Lot in the Subdivision, the Declarant shall convey the Common Areas to the Association by special warranty deed. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) Suspension of Rights. The right of the Association to suspend any Owner's voting rights for any period during which any assessment against his Lot remains unpaid;

(b) Dedication. The right of the Association to dedicate or transfer all or any part of the Common Area to any governmental agency, authority, or public or private utility for such purposes; and

(c) Rules. The right of the Association to promulgate and enforce reasonable and non-discriminatory rules and regulations in connection with the Properties described herein or any additions thereto.

No Owner shall have the right to convey the Owner's interest in the Common Areas except as an incident of the ownership of the Owner's Lot. The Common Areas may not be partitioned.

Section 7.2. Platted Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved by Declarant as shown on the recorded plat of the Property. Such easements shall include the right of ingress and egress for construction and maintenance purposes. All utility easements and rights-of-way shall inure to the benefit of all utility companies, for purposes of installing, maintaining or moving any utility lines or services and shall inure to the benefit of the Declarant, all Owners and the Association. Within these easements, no structure, planting, or other material shall be placed or permitted to remain which may (i) damage or interfere with the installation and maintenance of utilities, or (ii) which may obstruct or change the direction of flow of drainage channels in the easements,. The easement area of each Lot and all improvements on it shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utility company is responsible.

Section 7.3. Association Easement. The Grantors hereby establish in favor of the Association an easement to enter upon any easement, Lot, or part of the Common Areas in the exercise and discharge of their respective powers and responsibilities, including, without limitation; (a) to inspect, construct, install, maintain, operate, repair the Common Areas; and (b) to enforce the provisions of this Declaration. Except in the case of any emergency, when access shall be immediate, the right of entry created by this *Section 7.3* shall be exercised only after advance notice to any Owner directly affected by such entry.

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Section 7.4. Temporary Licenses. The Association and each Owner shall have the right to enter upon a reasonable portion of such other Lot, or Common Areas at reasonable times for the purpose of performing repairs and maintenance to his or her Lot; provided that following such entry, the Association or Owner so entering promptly restores such other Lot or Common Areas to its condition immediately prior to such entry.

Section 7.5. Damage or Destruction of Common Area by Owners. In the event any Common Area is willfully or maliciously damaged or destroyed by an Owner or any of his guests, tenants, licensees, agents or members of his family, such Owner does hereby authorize the Association to repair said damaged area, and the Association, at its option, shall so repair said damaged area. The cost for such repairs shall be paid by said Owner, upon demand, to the Association and the Association may enforce collection of same in the same manner as if such costs were an assessment and shall have all powers and rights to so collect as set forth in *Article IV* above.

ARTICLE VIII
RESERVATION OF DEVELOPMENT RIGHTS

Section 8.1. [Reserved]

Section 8.2. Addition of Land. The Declarant may add additional property to the Subdivision in accordance with *Section 2.1(n)* and subject such property to this Declaration.

Section 8.3. Amendment to Declaration. Unless amendment is prohibited or limited by other sections of this Declaration, the Declarant may amend this Declaration as set forth in *Section 9.5(b)*.

Section 8.4. Right to Subdivide or Join. The Declarant hereby reserves the right to create or to modify Lots and Common and to subdivide or join portions thereof into smaller or larger Lots.

Section 8.5. Development Easements. So long as Declarant owns 1 or more Lots, Declarant shall have an easement to enter upon any easement, Lot, or part of the Common Areas in connection with the construction, maintenance, development, and marketing of such Lots but, after such entry is concluded, Declarant shall repair and restore any damage caused by any such entry.

Section 8.6. Development Rights. Notwithstanding anything contained in this Declaration to the contrary, none of the restrictions contained in this Declaration shall be construed or deemed to limit or prohibit any act of Declarant, its employees, agents and subcontractors or parties designated by them in connection with any grading, construction, completion, sale or leasing of any portion of the Property. At all times and from time to time, during the time Declarant owns at least 1 Lot in the Property, Declarant (and its successors, assigns and mortgagees) shall have the right and privilege: (i) to erect and maintain advertising signs (illuminated or non-illuminated), sales flags, other sales devices and banners for the purpose of aiding the sale of Lots in the Property; (ii) to maintain Lots as sales, model, management, business and construction offices; (iii) to maintain and locate construction trailers and construction tools and equipment within the Property; and (iv) take any other action reasonably necessary in connection with the any grading, construction, completion, sale or leasing of any portion of the Property. The construction of improvements by Declarant shall not be considered a nuisance and Declarant hereby reserves the right and privilege for itself (and its successors, assigns and mortgagees) to conduct the activities enumerated in this Section until all present and future Lots of the Property have been completed and conveyed to third parties.

Section 8.7. Assignment of Rights. Declarant may, by appropriate agreement made expressly for that purpose, assign, transfer or convey all or any reservations hereunder and upon such assignment,

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transfer or conveyance, Declarant shall immediately be released and discharged as to any and all liability to such reservation, right or obligation.

Section 8.8. Unilateral Right. The rights described in this Article are not subject to the approval of any other party including the Association or any Owner.

Section 8.9. Reservation of Expenditures. Declarant reserves the right to receive and retain any money consideration which may be refunded or allowed on account of any sums previously expended or subsequently provided for sewers, gas pipes, water pipes, conduits, poles, wires, street lights, roads, streets, recording fees, subdivision fees, consultation fees, or fees, escrows, charges and expenses incurred with respect to the Property.

ARTICLE IX
GENERAL PROVISIONS

Section 9.1. Remedies. Each Owner and the Association shall have the right to sue for and obtain an injunction, prohibitive or mandatory, to prevent the breach, or enforce the observance of, the restrictions, obligations, covenants and rights contained in this Declaration, in addition to all other remedies available at law or in equity. Failure by the Association or by any Owner to enforce any right, provision, covenant, or condition granted by this Declaration shall not constitute a waiver of the right of the Association or any Owner to enforce such right, provision, covenant, or condition in the future. All rights, remedies and privileges granted to the Association or to any Owner pursuant to any term, provision, covenant or condition of this Declaration shall be deemed to be cumulative, and the exercise of any one or more thereof shall not be deemed to constitute an election of remedies, nor shall it preclude the party exercising such remedy from exercising such other remedies as may be granted to such party by this Declaration, at law, or in equity. If any litigation or other legal action is brought to enforce or interpret the terms of this Declaration, the non-prevailing party shall pay to the prevailing party all reasonable expenses and court costs (including reasonable attorneys' fees) incurred by the prevailing party in such action.

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Section 9.2. Governing Law. This Declaration shall be construed and enforced in accordance with Missouri law. In interpreting and applying the provisions of this Declaration, they shall be held to be minimum requirements adopted for the promotion of the health, safety, comfort, convenience and general welfare of the Owners of the Lots. It is not the intent of this Declaration to interfere with any provisions of any applicable law; provided, however, that where this Declaration imposes a greater restriction upon the use or occupancy of any Lot that are imposed or required by such provisions of applicable law, then, in that case, the provisions or this Declaration shall control.

Section 9.3. Mortgage Protection Clause. No breach of the covenants, conditions or restrictions herein contained, nor the enforcement of any lien provisions herein, shall defeat or render invalid the lien of any mortgage made in good faith and for value, but all of these covenants, conditions and restrictions shall be binding upon and effective against any Owner whose title is derived through foreclosure sale or deed in lieu thereof

Section 9.4. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 9.5. Amendment.

(a) Term. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of 30 years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of 10 years unless otherwise amended or terminated as herein provided.

(b) Amendment by Declarant. Subject to the express limitations on same as provided elsewhere in this Declaration, this Declaration may be amended, modified or changed (including without limitation, the addition of new monetary and/or non-monetary obligations, new restrictions and removal of rights) at any time by an instrument in writing executed by Declarant, as long as the Declarant still has an interest in 1 or more of the Lots; provided that, if the Declarant is not the Owner of all of the Lots, the consent of the Owner of any affected Lot shall be required should such modification or amendment: (a) increase the assessments due with respect to such Lot, or (b) reduce or eliminate the easement rights appurtenant to such Lot.

(c) Amendment by Association. Subject to the express limitations on same as provided elsewhere in this Declaration, this Declaration may be amended, modified or changed (including without limitation, the addition of new monetary and/or non-monetary obligations, new restrictions and removal of rights) at any time with the approval of a majority of the total votes of all the members of the Association (present or represented by proxy at a meeting of the members at which a quorum is present) and the written assent of the Declarant (and any successor) if such amendment is made while the Declarant still has an interest in 1 or more of the Lots. Any such amendment must be executed by the Board.

(d) Recordation. No amendment shall be effective until it is recorded in the deed records of the County.

Section 9.6. Violation of Law. Any violation of any state, municipal or local law, ordinance or regulation, pertaining to the ownership, occupation or use of any property within the Subdivision is hereby declared to be a violation of this Declaration and subject to any or all of the enforcement procedures set forth in this Declaration.

Section 9.7. No Public Dedication. Nothing contained in this Declaration shall be deemed to be a gift or dedication of any portion of any of the Property to the general public, or for any public use or purpose.

Section 9.8. Binding Effect. By acceptance of a deed or by acquiring any ownership interest in any of the real property, included within this Declaration, each person or entity, for himself or itself, his heirs, personal representatives, successors, transferees and assigns, binds himself, his heirs, personal representatives, to the covenants, conditions, rules and regulations now or hereafter imposed by this Declaration and any amendments thereto. In addition, each such person by so doing thereby acknowledges that this Declaration sets forth a general scheme for the improvement and development of the real property covered thereby.

[*The remainder of this page is intentionally blank. Signature on the following page.*]

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IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed on this 2nd day of December, 2020.

DECLARANT

PARKVILLE DEVELOPMENT 140, LLC

By: _____
Brian Mertz, *Manager*

STATE OF MISSOURI)
) ss.
COUNTY OF PLATTE)

On this 2nd day of December, 2020, before me personally appeared BRIAN MERTZ, to me personally known, who being duly sworn, did say that he is the Manager of Parkville Development 140, LLC (the "*Company*"), and that he executed the foregoing instrument in the name of the Company, and that he had the authority to sign the same and acknowledged said instrument to be the free act and deed of the Company.

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

LIBBY ROGERS
NOTARY PUBLIC-NOTARY SEAL
STATE OF MISSOURI
PLATTE COUNTY
MY COMMISSION EXPIRES: JAN. 18, 2022
COMMISSION # 18597347

_____
Notary Public

My commission expires: Jan 18, 2022

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Exhibit "A"

Lots 1-25, inclusive, and Tract 1, THE WOODS AT CREEKSIDE FIRST PLAT A REPLAT OF PART OF LOTS 3 AND 5, CREEKSIDE a part of the Southwest Quarter of Section 18, Township 51 North, Range 34 West, a subdivision in Parkville, Platte County, Missouri.

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