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TITLE OF DOCUMENT: Declaration of Covenants and Restrictions of
Windmill Creek Subdivision

DATE OF DOCUMENT: May 29, 2018

GRANTOR(S): Windmill Creek, LLC,
a Missouri Limited Liability Company, and
J&B Custom Homes, LLC, a Missouri
Limited Liability Company

GRANTEE(S): Windmill Creek, LLC,
a Missouri Limited Liability Company

ADDRESS: 7308 NW Tiffany Springs Parkway
Kansas City, MO 64153

LEGAL DESCRIPTION: See page 4

Stewart 01109-57758

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DECLARATION OF COVENANTS AND RESTRICTIONS

OF WINDMILL CREEK SUBDIVISION

THIS DECLARATION, made this 29th day of May, 2018 by Windmill Creek, LLC, a Missouri limited liability company, hereinafter called Developer, and by J&B Custom Homes, LLC, a Missouri Limited Liability Company, hereinafter called J&B.

RECITALS

Developer is the owner of the real property described in Article II of this Declaration except Lot 22 which is currently owned by J&B. Developer and J&B desire to create on the Properties (defined below in Article I) a residential community of high quality, and, to this end, desire to subject the Properties described in Article II to the covenants, restrictions, and easements hereinafter set forth, each and all of which are for the benefit of said Properties and each owner thereof, and shall apply to and bind the owners thereof and any successors in interest;

NOW, THEREFORE, the Developer and J&B declare that the real property described in Article II is and shall be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, and easements (sometimes referred to as "covenants and restrictions") hereinafter set forth.

ARTICLE I

Definitions

- (a) "Architectural Control Committee" shall initially be the Developer until such time as the Developer has filed and recorded the Certificate (as defined hereinbelow) and, thereafter, shall mean a committee comprised of at least 3 members of the Association all of whom shall be appointed by and serve at the pleasure of the board of directors of the Association.
- (b) "Association" shall mean Windmill Creek Homes Association, Inc., a Missouri not-for-profit corporation, (or such other name as selected by the Developer at the time of formation thereof) and its successors and assigns.
- (c) "Board" means the board of directors of the Association.
- (d) "Common Areas" shall mean (i) Tracts "A" "B" "C" and "D" which are reserved as Private Open Space on the plat recorded on March 6, 2018 in Plat Book 21 at Page 349 in the Office of the Recorder of Deeds, Platte County, Missouri, and shall be maintained by the Association, (ii) ponds, lakes, water areas (including storm detention or retention areas), entrances, monuments, berms, street islands, and other similar ornamental areas and related utilities, lights, sprinkler systems and landscaping constructed or installed by or for the Developer or the Association at or near the entrance or along any street, and any easements related thereto in the Subdivision, (iii) any swimming pool(s) and related buildings and facilities, lights and related utilities in the Subdivision, (iv) recreational, park and playground areas and related facilities and utilities in the Subdivision, (v) all trails, walking paths and landscape easements that may be granted to the Developer and/or the Association, for the use, benefit and enjoyment of all Owners within the Subdivision, (vi) any and all areas within the Properties set aside for the common usage and enjoyment of the Owners, as described on any plat now or hereafter filed of record relating to Windmill Creek Subdivision as a greenway, common area, common property or similar term within the Properties, and (vii) all other tracts and similar areas and places

- together with all improvements thereon and thereto, the use, benefit or enjoyment of which is intended for all of the Owners within the Subdivision.
- (e) "City" means the City of Platte City, Platte County, Missouri, or any subsequently formed political subdivision or municipality with jurisdiction over the Subdivision.
 - (f) "Declaration" means this instrument, as the same may be amended, supplemented or modified from time to time.
 - (g) "Developer" shall mean Windmill Creek, LLC, a Missouri Limited Liability Company, and its successors or assigns.
 - (h) "Improved Lot" shall mean a Lot on which a single family residence has been erected, all or part of which has been either sold, leased, or rented for occupancy purposes.
 - (i) "Lot" shall mean and refer to any lot (numbered plot of land shown upon any recorded Subdivision plat of the Properties), provided, however, that if an Owner, other than the Developer, owns adjacent Lots (or parts thereof) upon which only 1 residence has been, is being or will be erected, then such adjacent property under common ownership shall be deemed to constitute only 1 Lot.
 - (j) "Properties" shall mean and refer to all such existing property in the Subdivision subject to this Declaration, as set forth in Article II, and all property which the Developer adds to the Subdivision and which is made subject to this Declaration in accordance with the provisions of this Declaration contained hereinafter.
 - (k) "Owner" shall mean the record owner, whether one or more persons or entities, of the fee simple title to any Lot situated upon the Properties but, notwithstanding any applicable theory of the mortgage, shall not mean the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure. An Owner with respect to a Lot shall include the builder who has erected a single family residence on the Lot, if the builder is occupying or leasing the residence.
 - (l) "Unimproved Lots" shall mean all Lots which are not Improved Lots.
 - (m) "Street Lights" shall mean all street lights which are installed within the Properties, or which are not installed within the Properties, but which provide lighting for the benefit of the Properties.
 - (n) "Certificate of Substantial Completion" ("Certificate") shall mean a certificate executed, acknowledged, and recorded by the Developer stating that all of the Lots in the Subdivision (as then composed or contemplated by the Developer) have been sold by the Developer and that the period of Developer control has ended, however, the Developer may execute and record a Certificate of Substantial Completion or similar instrument in lieu thereof in its discretion at any time and for any purpose hereunder.
 - (o) "Exterior Structure" shall mean any structure erected or maintained on a Lot other than the main residential structure or any structural component thereof and shall include, without limitation, any deck, shed, patio, stairway, fountain, sculptures, statuary or similar yard décor, ornamental pond or other water-based landscape feature, flag pole, mailbox, gazebo, greenhouse, doghouse or other animal shelter, outbuilding, fence, privacy screen, boundary wall, bridge, patio enclosure, paddle tennis court, swimming pool, cabana, pool house, hot tub, satellite dish, basketball goal, swing set, jungle gym, trampoline, sandbox, playhouse, tree house, or other recreational or play structure.
 - (p) "Subdivision" means all of the property and areas located within the final plat of Windmill Creek-First Plat filed of record in the office of the Recorder of Deeds, Platte County, Missouri and recorded on March 6, 2018 in Plat Book 21 at Page 349, all Common Areas, and all additional property which hereafter may be made subject to this Declaration in the manner provided hereinafter.

- (q) "Turnover Date" means the earlier of (i) the date as of which 100% of all of the Lots in the Subdivision (as then contemplated by the Developer) owned by Developer have been sold by the Developer and the residences have been constructed thereon, or (ii) the date the Developer, in its absolute discretion, selects as the Turnover Date for all or any specific portion of the Properties subject to this Declaration.

ARTICLE II

Property Subject to this Declaration

The real property which is, and shall be, held, conveyed, transferred, and sold subject to the conditions, restrictions, covenants, reservations, and easements set forth in this Declaration is located in Platte City, Platte County, Missouri, and is more particularly described as follows, to wit:

Lots 1 through 34 of Windmill Creek-First Plat, a major subdivision in Platte City, Platte County, Missouri, filed for record in the office of the Recorder of Deeds, Platte County, Missouri and recorded on March 6, 2018 in Plat Book 21 at Page 349 herein referred to as the Properties.

This Declaration shall apply to all real property which the Developer shall subject to this Declaration as provided hereinbelow in this Declaration.

ARTICLE III

GENERAL PURPOSES

The Properties are subjected to the covenants, restrictions, conditions, reservations, liens, and charges herein so as to insure the best use and the most appropriate development and improvement of each Lot or Common Area thereof, to protect the Owners of Lots against such improper use of surroundings Lots or Common Areas as will depreciate the value of their property; to preserve, so far as practicable, the natural beauty of said property; to guard against the erection thereon of poorly designed or proportioned structures and structures built of improper or unsuitable materials; to obtain harmonious color schemes; to insure the highest and best development of said property; to encourage and secure the erection of attractive homes thereon, with appropriate locations thereof on building sites; to secure and maintain proper setbacks from streets, and adequate free spaces between structures; and in general to provide adequately for a high quality subdivision and thereby to enhance the values of investments made by purchasers of building sites therein. In addition to its responsibilities to enhance in general the value of the Properties, the Association further is specifically obligated to repair, maintain and pay the cost of operation (including electricity) of the Street Lights.

ARTICLE IV

Membership and Voting Rights

Section 1) Membership: Every Owner of an Improved Lot and the Developer shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

Section 2) Voting: The Association shall have two classes of voting membership:

Class A: Class A members shall be any Owner of an Improved Lot, and shall be entitled to one (1) vote for each Improved Lot owned by that member. When more than one person holds an interest in any Improved 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 Improved Lot shall be

exercised as they determine, but in no event shall more than one (1) vote be cast with respect to any Improved Lot, provided, however, an Owner shall not be entitled to vote as to any Improved Lot for which any then-current or prior assessment(s) has not been paid.

Class B: The Class B member shall be the Developer who shall be entitled to twenty-five (25) votes for each Lot owned.

ARTICLE V

Covenant for Maintenance and Assessments

Section 1) Creation of the Lien and Personal Obligation of Assessments: The Developer and J&B, for each Lot owned within the Properties, hereby covenant, and each Owner of any Improved Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) an initiation fee as provided in Section 3 below; (2) a transfer fee as provided in Section 3 below; (3) annual assessments as provided in Section 4 below; and (4) special assessments as provided in Section 5 below. The initiation fee, the transfer fee, the annual assessments, and any special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the Improved Lot and shall be a continuing lien upon the Improved Lot against which each such fee or assessment is made as soon as they are due and payable. Each such fee or assessment, together with interest, costs, and reasonable attorneys fee, shall also be the personal obligation of the Owner who was the Owner of such Improved Lot at the time when the fee and/or assessment became due. The personal obligation for delinquent fees and/or assessments shall not pass to the Owner's successor in title unless expressly assumed by the successor in title.

Section 2) Purpose of Assessments: The assessments levied by the Association shall be used to pay the operation expenses and costs of the Association and to promote the recreation, health, safety, and welfare of the residents of the Properties and for the improvement and maintenance of Common Areas and all common facilities within the Properties, including entrance markers, landscaping, sidewalks, and any other improvements situated upon the Properties. This purpose shall include the payment of the costs of electricity to power the Street Lights.

Section 3) Initiation Fee and Transfer Fee: The initiation fee for each Improved Lot shall be not less than \$695.00. The initiation fee shall include the cost of a mailbox to be provided and installed by the Developer and/or the Association. The initiation fee shall only be assessed against an Improved Lot once, and shall be assessed against the first Owner of each Improved Lot and paid to the Association at the time of the sale or transfer of the ownership of an Improved Lot.

Upon conveyance of title to an Improved Lot as provided hereinbelow, a transfer fee of not less than \$400.00 shall be paid to the Association, provided, however, the transfer fee shall not be due on the initial conveyance of the title to an Improved Lot. The Grantor and Grantee with respect to the transfer of title to the Improved Lot shall agree as to which party or parties pay(s) the transfer fee. The transfer fee shall be due with respect to the conveyance of fee title to an Improved Lot by deed (including a contract for deed or similar form of conveyance). The transfer fee shall not be due with respect to the granting of a mortgage or deed of trust or the recordation of a trustee's deed or sheriff's deed following a foreclosure or trustee's sale but any subsequent transfer by deed to the purchaser at such sale shall be subject to the transfer fee.

Section 4) Annual Assessment: Beginning on January 1, 2019, the annual assessment for Improved Lots shall be \$595.00. Beginning January 1, 2019, the annual assessment for Improved Lots shall not be less than \$595.00 per year payable in advance.

From and after January 1, 2019 and for 5 years thereafter until December 31, 2023, the annual assessment for Improved Lots may be increased, effective January 1 of each year, by the board of directors of the Association without a vote of the membership to annual dues of not more than \$ 695.00 per Improved Lot. Notwithstanding the foregoing, if it shall be determined by the board of directors of the Association that such maximum assessment amount is insufficient to adequately maintain the Properties and to enable the Association to fulfill its duties and purposes as set forth herein, the annual assessment may be increased above the \$695.00 limitation, but only with the approval of 2/3rds of the voting rights of the total membership of the Association, voting in person or by proxy, at a meeting duly called for such purpose, written notice of which shall be sent to all members not less than 5 days nor more than 40 days in advance of the meeting setting forth the purpose of the meeting. After said 5-year period, the annual assessment may be increased to more than \$695.00 provided that any such change shall be approved by 51% of the votes of the members who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than 5 days nor more than 40 days in advance of the meeting setting forth the purpose of the meeting.

The Developer and/or the Association may provide additional maintenance on the Improved Lots including, but not limited to, lawn mowing and/or snow removal. Improved Lots on which additional maintenance is provided by the Developer or the Association shall be subject to assessments in addition to the annual assessments or special assessments to cover the costs of the additional services provided to such Improved Lots. The Developer and/or the Association shall be authorized to determine the amount of additional assessment(s) for the additional maintenance on the Improved Lots.

Section 5) Special Assessments: In addition to the annual assessments authorized above, the board of directors of the Association may levy in any year, 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 devoted to common usage located on any of the Properties, including fixtures and personal property related thereto provided that such assessment shall first be approved by a vote of not less than 2/3rds of the voting rights of the total members of the Association, voting in person or by proxy at a meeting called for such purpose, written notice of which shall be sent to all members not less than 5 days nor more than 40 days in advance of the meeting setting forth the purpose of the meeting.

An exception applies to any special assessment imposed with respect to improvements (such as, but not limited to, Street Lights or storm water detention systems) or Common Areas, the maintenance of which is required by Platte City, Missouri or any other government agency having jurisdiction. Any costs incurred or to be incurred from time to time with respect to such improvements or Common Areas may be paid by a levy of a special assessment on all Owners. Such a special assessment may be levied by the board of directors of the Association without the vote of the members of the Association.

Section 6) Uniform Rate of Assessment: Except as specifically provided herein, annual assessments must be fixed at a uniform rate for all Improved Lots and may be collected on a monthly basis if so provided by the board of directors of the Association. Improved Lots on which additional maintenance is provided by the Developer and/or the Association (such as lawn mowing or snow removal) shall be subject to assessments in addition to the annual assessments or special assessments to cover the costs of the

additional services provided to such Lots. The Developer or Association may, but need not, establish a separate Association or sub-Association to govern the maintenance of Improved Lots on which additional maintenance is provided by the Developer or the Association (such as lawn mowing or snow removal).

Section 7) Date of Commencement of Annual Assessments-Due Dates: The annual assessment provided herein shall commence as to all Improved Lots of the first day of the month following the conveyance of the first Improved Lot following the date of the recording of this Declaration. The first annual assessment for each Improved Lot shall be adjusted and prorated according to the number of month's remaining in the calendar year. The board of directors shall fix the amount of any change in the annual assessment against each Improved Lot at least 30 days in advance of each subsequent annual assessment period after the initial assessment. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the board of directors. The Association shall, upon demand and for a reasonable charge, furnish a certificate or letter signed by an officer of the Association setting forth whether the assessments on a specified Improved Lot have been paid. A properly executed certificate or letter of the Association as to the status of assessments on an Improved Lot is binding upon the Association as of the date of its issuance.

Section 8) Effect of Non-payment of Assessments - Remedies of the Association: Any annual or special assessment not paid with 30 days after the due date, shall bear interest from the due date at the legal rate from the assessment date until paid. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Improved Lot. No Owner may waive or otherwise escape liability for the assessment provided for herein by abandonment of the Lot.

Lien and Subordination of the Lien to Mortgages: Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or the transfer of any Lot pursuant to mortgage/deed of trust 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 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/deed of trust now existing or which may hereafter be placed on said real estate and, in the event of acquisition of title by a first mortgage or deed of trust holder through trustee's sale, foreclosure or other process, such lien shall be discharged as a lien against such lender acquired property. In the event of the failure of any Owner to pay the assessment within 30 days following the levying of such assessment, then such assessment shall bear interest at 9% per annum from the date such assessment is levied.

On or after February 1 of each year after the Lot is subject to assessment, or within 30 days from the date of levying the assessment for the calendar year during which and for which the assessment is levied, the assessment shall become delinquent and payment of both principal and interest may be enforced as a lien on said Lot. The Association shall have the authority to bring suits to enforce such liens before the expiration thereof. The Association may at its discretion file certificates of non-payment of assessments in the office of the recorder of deeds whenever such assessments are delinquent. For each certificate so filed, the Association shall be entitled to collect from the Owner or Owners of the Lot therein described a fee of \$1000.00 which fee is hereby declared to be a lien upon the Lot so described in said certificate, provided that such lien shall be inferior and subordinate to the lien of any valid first

mortgage or deed of trust now existing or which may hereafter be placed on said Lot. Such fee shall be collectible in the same manner as the original assessments provided for herein, and in addition to the interest and principal due thereon. In the event it is necessary to bring suit to enforce such lien, the Association shall be entitled to recover its reasonable attorney's fees from the Owner or Owners of the Lot, jointly and severally, upon which lien is enforced.

Such liens shall continue for a period of 5 years from the date of delinquency, and no longer, unless within such time suit shall have been instituted for the collection of the assessment, in which case the lien shall continue the termination of the suit and until the sale of Lot under execution of judgment establishing same.

Section 9) Trustee's Sale to Foreclose Lien: In the event of Trustee's sale or foreclosure of the lien of any valid first mortgage or deed of trust now existing or which may hereafter be placed on said real estate or Lot therein, such sale and/or foreclosure shall discharge the lien for assessments provided in this Article. However, nothing in these restrictions shall prevent the Association from instituting or prosecuting an action for collection of assessments against the record Owner or Owners of the real estate or Lot at the time the assessment was made and within 5 years from the date said assessment was due, whether or not the lien provided in this Article has expired.

Section 10) Exempt Property and Fractional Assessment: Notwithstanding anything else contained herein, the following property shall be exempt from the assessment charge and lien created herein:

- (1) All properties where the entire property is subject to any easement or other interest dedicated and accepted by the local public authority and devoted to public use;
- (2) All properties exempt from taxation by the laws of the State of Missouri upon the terms and to the extent of such legal exemption; and
- (3) All Unimproved Lots and all Common Areas.

Section 11) Notices: A written or printed notice deposited in the United States mail with postage prepaid thereon, addressed to the Owner at the last address listed with the Association shall be deemed to be sufficient notice for all purposes whenever notices are required under this document.

ARTICLE VI

Use of Land

Section 1) General Land Use: The Lots shall be used for single family residences only and shall be subject to all of the covenants, restrictions and conditions herein contained. No residence or Exterior Structure shall be placed, erected, or used for business, professional trade, or commercial purposes on any 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 ordinances of Platte City, Missouri or any applicable jurisdiction; (b) does not include the employment of any additional person or persons in performance of such activities; (c) such business activity does not include noise, odors, lighting or otherwise annoy or potentially annoy persons residing in the vicinity thereof as determined by the board of directors in its sole discretion; (d) does not result in substantial traffic (that is, except in

certain circumstances otherwise determined by the board of directors to be appropriate to the applicable parking limitations, however, no more than 4 vehicles shall be parked at the residence by visitors to the business at any one time); and (e) shall not include the overnight residence of guests in connection with the operation of the business.

No residence or part thereof shall be rented or used for transient or hotel purposes, which is defined as: (i) rental less than 1-month duration under which occupants are provided customary hotel services such as room service for food and beverages, maid service, the furnishing of laundry and linen or similar services; or (ii) rental to roomers or boarders (i.e. rental to one or more persons of a portion of the residence only). No lease may be of less than an entire residence. Any lease agreement shall be in writing, shall require that the tenant and other occupants comply with all provisions of this Declaration, shall provide that the lease shall be subject in all respects to the provisions of this Declaration and to the rules and regulations promulgated from time to time by the board of directors, and shall provide that the failure by the tenant to comply with the terms of this Declaration shall be a default under the lease. Notwithstanding the existence of the lease, the Owner shall remain liable for all obligations, including without limitation, payment of assessments and compliance with this Declaration.

No noxious or offensive activity shall be carried on with respect to any Lot in violation of any rules and regulations established by the Association or in violation of any applicable law, nor shall any trash, ashes, or other refuse be thrown, placed, or dumped upon any Lot or Common Area, nor shall anything be done which may be or become an annoyance or a nuisance to the Subdivision. Each Owner shall properly maintain his Lot in a neat, clean, and orderly fashion. All residences and Exterior Structures shall be kept and maintained in good condition and repair at all times.

Easements and tracts for installation and maintenance of monument signs and for installation and maintenance of utilities and drainage facilities may be reserved on the recorded plats of the Subdivision or by the Developer as to a specific Lot prior to the sale of such Lot. The Developer shall have, and does hereby reserve, the right to locate, erect, construct, maintain and use or authorize the location, erection, construction, maintenance and use of drains, pipelines, sanitary and storm sewers, gas and water lines, electric and telephone lines, television cables and other utilities and to give and grant right of way easements therefor, over, under, upon and through all easements and rights of way shown on any recorded plat of the Subdivision or any Common Areas or tracts of the Subdivision. 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 Developer, all Owners and the Association as an easement for utility line or service maintenance.

The Developer shall have, and does hereby for itself and its successors and assigns (including the Association and its successors and assigns), an easement over and through all unimproved portions of each Lot in the Subdivision for the purpose of performing the powers and duties of the Developer and/or the Association in maintaining any Common Areas. Any physical damage caused in the exercise of such easement shall be repaired by and at the expense of the party exercising the easement right.

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

Section 2) Building Material Requirements:

(a) Exterior walls of all residences and all appurtenances thereof shall be of stucco, stucco board, brick, stone, wood shingles, batt siding, board and batt siding, wood paneling, masonite or wood lap siding, plate glass, glass blocks, wood trim, or any other materials specifically approved by the Developer in writing. The front exterior of all residences must contain a minimum of 30% masonry finish, such as brick, stone, rock, stucco or similar masonry materials. Concrete blocks shall not be permitted as an exterior finished surface. All windows and exterior doors shall be permitted as an exterior finished surface. All windows and exterior doors shall be constructed of glass, wood, metal or vinyl clad, fiberglass, or any other materials specifically approved by the Developer in writing. No windows or exterior doors may be silver in color or other similar finish. Notwithstanding the foregoing provisions of this Section 2 requiring or prohibiting specific building materials or products, any building materials or products that may be or come into general or acceptable usage for dwelling construction of comparable quality and style in the area, as determined by the Developer or the Architectural Control Committee in its absolute discretion, shall be acceptable upon written approval thereof. In the event the City or other governmental agency with jurisdiction and authority requires specific building materials not authorized above or require that Owners have additional choices of building materials not authorized above, the Developer and/or Architectural Control Committee shall have the right in its absolute discretion, to establish and regulate in writing the specific types, colors and other aesthetic features of such new additional building materials.

(b) All applicable exterior components (excluding roofs, brick, stone and similar components) shall be covered with a workmanlike finish of two coats of high quality paint (which may include a primer coat) or stain.

(c) No air conditioning apparatus or unsightly projection shall be attached to or located on the front of any residence. No window air conditioning or heating units shall be permitted.

(d) No metal or other pipe shall be exposed on the exterior of any fireplace or fireplace flue (other than a minimal amount of exterior metal or pipping from a direct vent fireplace). All fireplace flues in chimneys shall be capped with a black or color conforming metal rain cap.

(e) Except as otherwise permitted by the Developer in writing, all residences shall have a house number plate in the style(s) approved by the Developer, which plate shall be located adjacent to the front door or, where not practical, at another location approved by the Developer.

(f) All driveways and sidewalks shall be concrete, patterned concrete, bomanite, interlocking pavers, brick or other permanent stone finishes. Crushed gravel, asphalt and natural driveways and sidewalks along the street or from the driveway to the front door are prohibited.

(g) All residences shall have at least a 2 car garage. No carports are permitted.

(h) The Developer shall establish one standard type of mailbox and mailbox post and shall purchase a mailbox and mailbox post conforming to the standard and the requirements of the US Post Office. The Owner of each Improved Lot shall install and maintain the mailbox and mailbox post in a good and functional condition. If a mailbox or mailbox post needs to be replaced, the Owner of the Improved Lot shall be responsible to replace the mailbox or the mailbox post conforming to the standard established by the Developer and the requirements of the US Post Office.

(i) All wood on any decks (excluding flooring material) shall be painted or stained the same color as the body or primary trim color of the residence or a complementary color. All deck rails shall be wrought iron or wood with wrought iron or wood caps, or materials specifically approved by the Developer and/or the Architectural Control Committee in its discretion.

(j) The Developer and/or the Architectural Control Committee, in its discretion, may allow variances from the foregoing requirements of this Section 2.

Section 3) Construction Plan Approval: No residence shall be constructed upon any Lot unless and until Developer or the Architectural Control Committee has given written approval of the proposed construction plans, including exterior elevations and interior floor plans of the residence.

Section 4) Approval of Plans; Post-Construction Changes; Grading; Erosion Control:

(a) Notwithstanding compliance with the provisions of Section 2 and 3 above, no residence or Exterior Structure may be erected upon or moved onto any Lot unless and until the building plans, specifications, exterior materials, location, elevations, plot plan, lot grading plan, drainage plan, general landscaping plan, and exterior color scheme (all as and when may be required by the Developer or the Architectural Control Committee for each particular stage of construction) have been submitted to and approved by the City and the Developer or Architectural Control Committee, in each case as to architectural consistency and other aesthetic factors. The Developer and the Architectural Control Committee shall have the right to charge the applicant a fee to cover the costs of professional architectural and/or engineering review of all such plans. No change or alteration in such building plans, specifications, exterior materials, locations, elevations, plot plan, lot grading plan, drainage plan, general landscaping plans or exterior color scheme shall be made unless and until such change or alteration has been submitted to and approved in writing by the Developer or the Architectural Control Committee as the case may be.

(b) Following the completion of construction of any residence or Exterior Structure, no significant landscaping change, significant exterior color change or exterior addition or alteration may be made thereof unless and until the change, addition or alteration has been submitted to and approved in writing by the Developer or the Architectural Control Committee. All replacements of all or any portion of a completed structure because of age, casualty loss or other reason, including, without limitation, roofs and siding, shall be of the same materials, colors, location and elevation as the original structure unless and until the changes thereof have been submitted to and approved in writing by the Developer or the Architectural Control Committee.

ARTICLE VII

Use Restrictions

All of the Lots and all additional lands which shall be subjected to this Declaration shall be subject to the following use restrictions:

Section 1) Land Use: None of said Lots may be improved, used, or occupied for other than private residence purposes (except for model homes used by the Developer or builders) and no flat or apartment house, although intended for residence purposes, may be erected thereon. Any residence erected or maintained on any of said Lots shall be designed and used for occupancy by a single family.

The location of the main body of any residence, including attached greenhouses, and porches, patios or decks, enclosed or unenclosed, covered or uncovered, but exclusive of window projections set forth in Section 19, erected or maintained on any of the Lots hereby restricted or on any parts thereof, as shown on the plat, shall comply with the front building line as shown on the plat and shall comply with the setback requirements for the sides and rear of the Lot as set forth in the ordinances, codes and regulations of the City of Platte City, Missouri. The Developer or Architectural Control Committee shall approve the exact location and front and rear elevations and foundation exposure of each residence proposed to be built on a Lot. All exterior concrete basement foundations and walls that are exposed above final grade shall be no more than six inches (or less if required by City codes) from the bottom of the finished exterior on the front of the residence and no more than 12 inches (or less if required by City codes) below the finished exterior of the sides and rear of the residence. If required by the Developer or the Architectural Control Committee, all exposed exterior concrete basement foundations and walls shall be painted the same color as the residence or covered with siding compatible with the finished exterior of the residence.

Section 2) Height Limitation: Any residence erected on any of said Lots shall not be more than 3 levels in height above ground.

Section 3) Minimum Size Requirements: Any one story, ranch, or split level residence shall contain of 1,700 square feet of Enclosed Floor Area exclusive of garages, breezeways, basements, and similar portions of such residences. Any residence constructed on a Lot which will include additional maintenance services (such as lawn mowing or snow removal) shall contain a minimum of 1,300 square feet of Enclosed Floor Area exclusive of garages, breeze ways or similar portions of such residences. Any residence consisting of 2 levels above ground (other than any such residence on a Lot which includes additional maintenance service) shall contain a minimum of 2,000 square feet of Enclosed Floor Area exclusive of garages, breezeways, and similar portions of such residences. Developer reserves the right to require greater square footage or to allow lesser square footage in connection with the approval of any plan. The term "Enclosed Floor Area" shall mean and include, in all cases, areas on the first and second floor of the residence enclosed and finished for all-year occupancy, computed on outside measurements of the residence and shall not mean or include any areas in basements, garages, porches, or attics; provided, however, that certain interior areas need not be immediately finished for occupancy if the residence is so designed and built that such areas can be finished at a later date without any structural changes being made in the exterior of the residence. Provided, however, with respect to a reverse story and a half floorplan, area in a finished basement shall be deemed to be included in the "Enclosed Floor Area", provided the plan is approved by the Developer or Architectural Control Committee.

Section 4) Building Lines: No part of any residence shall be located on any Lot nearer to the front street or the side street than is the front building line or the side building line shown on the recorded plat, without the written consent of the Developer or Architectural Control Committee.

Section 5) Uncompleted Structures: No residence or Exterior Structure shall be permitted to stand with its exterior in an unfinished condition for longer than 7 months after commencement of construction.

Section 6) Garages: Each residence shall have an attached or basement private garage for not less than 2 cars. All garages must be equipped with doors which shall be kept closed as much as practicable to preserve the appearance of the elevation of the house.

Section 7) Lot Area and Width: No residential structure shall be erected on any building Lot, which Lot has a minimum Lot width and size less than that shown on the recorded plat.

Section 8) Easements: Easements for installation and maintenance of utilities and drainage facilities are reserved by Developer as shown on the recorded plat of said land. Such easements shall include the right of ingress and egress for construction and maintenance purposes. Within these easements, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilizes, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easements 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. Easements for landscaping and woodlands may be reserved by Developer across Lots or tracts as shown on a recorded plat. Such easements shall include the right of ingress and egress in favor of the Developer or the Association for maintenance purposes. The landscape and woodland easement area of each Lot shall be maintained continuously by the Owner of the Lot, except for those portions which the Association may elect, at its sole option, to maintain. No changes to any landscaped area within a landscape easement or cutting or removal of trees, shrubs or plantings within a landscape easement by the Owner of the Improved Lot is permitted without the consent of the Association or the Architectural Control Committee.

Section 9) Nuisances: No noxious or offensive activity shall be carried on upon any portion of the Properties, nor shall anything be done thereon that may be or become a nuisance or annoyance to the neighborhood. No exterior lighting shall be directed outside the boundaries of a Lot or other parcel, unless authorized by the Developer.

Section 10) Temporary Structures: No temporary structures or any other outbuilding shall be erected on any Lot without the approval of the Developer or Architectural Control Committee and in no event may such building, a trailer, or basement be used as a temporary residence.

Section 11) Completion of Construction: The Owner of any Lot within the Properties shall be required within 1 year of accepting a conveyance of such Lot to complete the construction of a residence as authorized by existing zoning laws and declarations of covenants and restrictions filed of record, unless the time is extended by the Developer.

Section 12) Exterior Materials and Exterior Painting: All exterior materials, products and colors must be approved by the Developer or Architectural Control Committee.

Section 13) Storage Tanks: No fuel storage tanks shall be erected or installed above the ground.

Section 14) Signs: 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. Developer reserves the right to maintain "billboard" type signs in or adjacent to the Properties during the construction period. To the extent permitted by law, no political signs or similar signs advertising a Lot Owner's choice in an election shall be erected or maintained on any of the Lots or attached to any residence; if such signs are required to be allowed, then such sign shall not be more than 3 feet high, shall be permitted only during the 3 weeks prior to the election which such sign concerns, and shall be removed within 24 hours after the close of the voting in the election which such sign concerns.

Section 15) Livestock: No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot, except that dogs, cats, or other traditional inside household pets (such as fish in an aquarium) may be kept, provided they are not kept, bred, or maintained for any commercial purposes and so long as they do not constitute a nuisance and their ownership complies with the ordinances of Platte City, Missouri or any applicable jurisdiction and other applicable laws are obeyed. All pets shall be confined to the Lot of the Owner except when on a leash controlled by responsible persons. Owners shall immediately clean up after their pets on all streets, Common Areas and Lots owned by others. Not more than 2 dogs or 2 cats or combination thereof may be kept on any Lot without the consent of the Developer or Architectural Control Committee.

Section 16) Garbage and Refuse: No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste. No rubbish, trash, garbage or other waste shall be kept on any Lot, except that on the morning of a scheduled trash pick-up, rubbish and trash shall be set out for pick-up in the waste container provided by the City of Platte City, Missouri or other trash service provider.

Section 17) Parking of Motor Vehicles, Boats, and Trailers: No trucks or commercial vehicles, boats, or other similar water-borne vehicles, house trailers, boat trailers, trailers of every other description, campers or camping units shall be permitted to be customarily or habitually parked, kept, or stored on any Lot or on the streets or alleys around of the buildings within the Properties unless they are parked or stored in an enclosed garage or in such other enclosure approved by the Developer or Architectural Control Committee, except only during the periods of approved construction on the Lot. No automotive repairs shall occur on any of the Lots within the Subdivision, except when performed inside of the garage. This prohibition of parking shall not apply to temporary parking of trucks or commercial vehicles, such as for pick up, delivery, and other commercial services. No automobile may be parked overnight or stored upon any street adjoining any Lot. No vehicle, trailer, bus, boat, camper, van, or similar apparatus shall be parked, left, maintained, repaired, serviced, or stored on any Lot or in any yard. No truck in excess of 18,000 GVW or similar commercial vehicle shall be parked, left, or stored on any driveway or street for more than an 8-hour period. No trailer, bus, van, camper, boat, or similar apparatus shall be parked, left or stored in any driveway more than 72 hours in any two-week period. It is the intent of the Developer that all automobiles and vehicles shall be stored or parked in an enclosed garage whenever possible. No unlicensed or inoperable vehicle shall be stored or parked within the Properties other than inside an enclosed garage. Motorized vehicles shall not be operated on any Lot or Common Area, other than in the street and operation on the streets within the Subdivision is subject to further restrictions as set out herein.

Section 18) Antennas and Towers: No television, radio, citizen's band, short wave or other antenna, satellite dish, solar panel, clothesline or pole, or other unsightly projection shall be attached to the exterior of any residence or erected in any yard. Satellite dishes up to 18 inches in diameter may be permitted with the location to be approved by the Developer or Architectural Control Committee. Should any part or all of the restriction set forth in the preceding sentence be held by a court of competent jurisdiction to be unenforceable because it violates the First Amendment or any other provision of the United States Constitution or applicable federal statute, the Developer or Architectural Control Committee shall have the right to establish rules and regulations regarding the location, size, landscaping, and other aesthetic aspects of such projections so as to reasonably control the impact of such projections on the neighborhood, and any such rules and regulations shall be binding upon all of the Lots. No lights or other illumination shall be higher than the residence.

Section 19) Window Projections: Bay, bow, oriel, dormer and other projecting windows may project beyond the front building lines and side building lines not to exceed 3 feet, or such lesser amount as may be specified by the ordinances, codes and regulations of the City of Platte City, Missouri.

Section 20) Miscellaneous Projections: Cornices, spouts, chimneys, brackets, pilasters, grillwork, trellises and other similar projections, and any other projections for purely ornamental purposes, may project beyond the front building lines and side building lines not to exceed 3 feet, or such lesser amount as may be specified by the Ordinances of Platte City, Missouri.

Section 21) Vestibule and Cantilever Projections: Any vestibule not more than 1 story in height may project beyond the front building lines and the side building lines not to exceed 4 feet, or such lesser amount as may be specified by the Ordinances of Platte City, Missouri.

Section 22) Utilities: Water, gas, lights, telephone, and other utilities shall be located underground on each residential Lot.

Section 23) New Construction: All residences and other buildings permitted hereby on residential Lots shall be initially new construction. No building shall be moved onto any of such Lots.

Section 24) Security: Neither the Association, the Developer, nor any successor thereof shall in any way be considered insurers or guarantors of security within the Subdivision. The Association, the Developer and all successors thereof do not represent or warrant that any fire protection system, burglar alarm system or other security system designed by or installed according to guidelines established by the Association, the Developer or any successor thereof may not be compromised or circumvented, that any fire protection or burglar alarm systems or other security systems will prevent loss by fire, smoke, burglar, theft, hold up, or otherwise. Each Owner, guest, and invitee of any Owner assumes all risks for loss or damage to persons and property on the Owner's Lot.

Section 25) Clothesline: The use of any clothesline on the exterior of any residence or on a Lot is prohibited.

Section 26) Landscaping and Sodding: All Improved Lots shall have a minimum of one tree, minimum 2 inch B&B, and a minimum of 10 bushes, shrubs or similar plants in the front yard area. Any unimproved portion of a Lot upon which a residence has been erected and constructed shall be fully sodded. All Improved Lots shall have a full irrigation system in the front and rear of the home.

Section 27) Firearms: No firearms or similar weapons may be discharged outside the residence constructed on a Lot.

Section 28) Sales and Trash: Garage sales, sample sales, or similar activities shall be restricted to twice per year per Owner, to be held only over a 3-to-4 day period (commencing on a Thursday and ending on a Sunday). No trash bag, garbage can or other similar trash storage receptacle shall be visible outside any residence except on regularly scheduled trash collection days. Yard waste collection bags may be stored in the rear yard or side yard pending regularly scheduled collection days.

Section 29) Noise: No speaker, horn, whistle, siren, bell or other sound device, except, intercoms and those used exclusively for security purposes, shall be located, installed or maintained upon the exterior of any residence or in any yard. Provided, however, stereo speakers shall be allowed on the exterior of any residence or any yard as approved by the Developer or Architectural Control Committee. The volume level of such speakers shall be at a reasonable level.

Section 30) Miscellaneous: No fuel storage tanks or LP storage tanks of any kind shall be permitted, above or below ground (other than a portable LP gas tank for use with barbecue grills, outdoor space heaters or other similar devices which use LP gas). No driveway shall be constructed in a manner as to permit access to a street across a rear Lot line. All exterior lighting (other than holiday decorative lights) shall be white unless colored lights are approved by the Developer or Architectural Control Committee or the board of directors. All exterior year round landscaping lighting shall be approved in advance by the Developer or Architectural Control Committee. No artificial flowers, trees or other vegetation shall be permitted on the exterior of any residence or in the yard, unless approved by the Developer or Architectural Control Committee or the board of directors.

Section 31) Exterior Structures: No fences, walls, patios, decks, or other structures of any kind shall be commenced, placed, or installed on any Lot, nor shall any exterior addition to or change or exterior alteration to a residence may be made without the prior written approval of Developer or the Architectural Control Committee. No chain link or wooden fences are allowed. All fences shall be wrought iron or similar metal materials. The fence height shall be 5 feet. Underground "invisible" fences are permitted. Anything in this Declaration to the contrary notwithstanding, the Developer, its successors, and assigns, shall have and does hereby reserve the right to determine the location of all buildings upon the respective Lot or Lots and the relation of the top of the foundation thereof to the street level. If there is a Developer furnished mailbox as per United States Post Office requirements, no other mailbox or standard therefore shall be erected or installed.

Section 32) Swimming Pools, Hot Tubs: No above ground swimming pools may be installed upon any Lots. No hot tub or similar structure may be installed on any Lot without the written approval of the Developer or Architectural Control Committee.

Section 33) Roofing: Roofs shall be composition shingles architectural-style "weathered wood", provided, however, that slate, tile, clay, concrete or similar or other materials may be approved by the Developer or Architectural Control Committee. All specific types and colors of roofing materials shall be approved by the Developer or Architectural Control Committee. No flat roofs shall be allowed without written approval of the Developer or the Architectural Control Committee.

Section 34) Lakes: No boats or water-borne vehicles of any kind shall be permitted on any lake or body of water located within the Properties without the written approval of the Developer or the Association. Fishing shall be permitted by Owners and their guests only in accordance with and subject to any rules, regulations and restrictions established from time to time by the Developer or Association. There shall be no swimming, hunting or skating on any lake or other body of water within the Properties.

Section 35) Building Plan Content: All building plans submitted for approval by the Developer or the Architectural Control Committee shall contain a floor plan, including square footage of each room or space within the residence or Exterior Structure, the front elevation and staked Lot plan.

Section 36) Architectural Control Committee: The Architectural Control Committee shall initially be the Developer until such time as the Developer has filed the Certificate. After the recording of the Certificate, the Architectural Control Committee comprised of at least 3 members of the Association who shall be appointed by the board of directors of the Association in an impartial manner from the members of the Association who indicate a willingness to serve on the Architectural Control Committee.

Except with respect to the Developer, a person must be an Owner to be a member of the Architectural Control Committee.

The members of the Architectural Control Committee shall serve without compensation and shall have no legal or financial liability for any of their acts, omissions, or errors in judgment.

The Architectural Control Committee has the right to allow variances of all requirements contained herein.

Section 37) Maintenance of Structures: Except as specifically provided herein or in an amendment hereto or separate declaration concerning Improved Lots where the Association provides certain maintenance services, each Owner at the Owner's expense shall keep the exterior of the Owner's residence and building structure(s), including, but not limited to, doors, walls, yard, landscaping, windows, roofs, decks, patios, fences, and other improvements, in good maintenance and repair.

Section 38) Priority: No applicable municipal or state law shall be preempted by the recording of this Declaration, but in the event of conflict, the most restrictive provisions shall apply.

ARTICLE VIII

General Provisions

Sections 1) Board of Directors: The board of directors of the Association elected in accordance with the Articles of Incorporation and Bylaws shall be charged with the management of the Association. The board of directors shall have the right to make such reasonable rules and regulations as will enable it to adequately and properly carry out the provisions of this Declaration. Additional rules and regulations may be established by the Association that will be applicable solely to Improved Lots on which additional maintenance may be provided by the Developer or the Association (such as lawn mowing and snow removal). The Association shall at no time expend more money within any 1 year than the total amount of the assessments for that particular year, plus any surplus which it may have on hand from previous assessments; nor shall the Association enter into any contract whatsoever binding the assessments of any future year to pay for any such obligation, and no such contract shall be valid or enforceable against the Association except for contracts for utilities, it being the intention that the assessments for each year shall be applied as far as practicable toward the payment of the obligations of that year, and the Association shall have no power to make a contract affecting the assessments of any future or subsequent year except for utilities.

Section 2) Enforcement: Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants. Any such action may be initiated by the Association, the Developer, or any Owner. The Association may also from time to time establish fines for violations of these covenants, restrictions and the rules and regulations established herein or by the Association, which fines, if not paid, shall become a lien as if the fine was an unpaid assessment. The Association may establish rules and procedures regarding notice of violations, cure periods and the establishment of the dollar amount of fines for violations of the easements, covenants, restrictions and rules established hereunder. Failure by the Developer or any Owner to enforce any covenant, restriction or rule herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 3) 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 4) Duration and Amendment: The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Developer or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of 50 years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for the successive periods of 10 years. The covenants and restrictions of this Declaration may be amended during the first 50-year period by an instrument signed by not less than 80% of the Lot Owners, and thereafter by an instrument signed by not less than 75% of the Lot Owners.

Section 5) Transferability and End of Developer Control: The Developer has established, or will establish, the Association. Prior to the organization and incorporation of the Association contemplated by the terms of this Declaration, Developer shall have the right, as its option, to perform the duties, assume the obligations, levy and collect the assessments, and otherwise exercise the powers herein given to the Association, in the same way and manner as though all of such powers and duties were given directly to Developer. Developer may, by appropriate agreement made expressly for that purpose, assign or convey to any person or corporation all of the rights, reservations, and privileges reserved by it in this section, and by such assignment or conveyance being made, its assigns or grantees may at their option exercise, transfer or assign such right at any time to times, in the same way and manner as though directly reserved by them or in this instrument. At such time as Developer no longer owns any Lots, or earlier in its discretion, Developer shall transfer and assign to the Association all of the functions of the Developer according to the provisions of this Declaration, and the Owners of the Properties shall be bound to the Association as they are to the Developer. The Developer shall retain the legal title to the Common Areas so long as it owns at least 1 Lot in the Subdivision and/or until the date Developer (or its successor) files the Certificate. On or before conveyance by Developer of the last Lot owned by Developer in the Subdivision or concurrent with filing the Certificate, Developer shall convey the Common Areas to the Association, subject to taxes for the year of conveyance, and to restrictions, conditions, limitations, reservations and easements of record; subject however, to a reservation hereby perpetually reserved to the Developer, its successors and assigns, of the right to use and enjoy the same nonexclusive common utility easements, easements of drainage and ingress and egress easements and use easements for the benefit of additional lands owned or to be owned by the Developer which are added to the Subdivision as additional lands as provided for above. Prior to recordation of the Certificate, the Developer shall have the right to assign and set over to any person(s) or entity all or any part of the rights, benefits, powers, reservations, privileges, duties, and responsibilities herein reserved by or granted to the Developer; and upon such assignment, the assignee shall for all purposes be the Developer hereunder with respect to the assigned rights, benefits, powers, reservations, privileges, duties, and responsibilities. Such assignee and its successors and assigns shall have the right and authority to further assign, convey, transfer, and set over the rights, benefits, powers, reservations, privileges, duties, and responsibilities hereunder.

Section 6) Use of Common Areas: The Owners of Lots in the Subdivision as it may exist from time to time, shall have the exclusive right to the use of all Common Areas as designated on the plat of the Subdivision or as may be designated on subsequent plats of the Subdivision, or as may be created by separate document filed for that purpose with the Recorder of Deeds of Platte County, Missouri, subject to the reasonable restrictions of the Developer. The Developer and Association shall have the right and

power to make reasonable rules and regulations which shall govern the use of said Common Areas. No land shall be entitled to any of the benefits, improvements or services provided by the Association unless the owners or owners thereof shall have subjected their land to the terms of this Declaration and to the assessments herein provided for.

Section 7) Annexation: Additional property now, or in the future, owned by Developer may be included in the Subdivision commonly known as Windmill Creek and, when added to the Subdivision, will be subjected to the covenants and restrictions of this Declaration. Developer currently owns real property located in Section 5, Township 52N, Range 34W in Platte County, Missouri and may acquire additional real property near or adjacent to the real property which Developer currently owns (all of said real property now owned or hereafter acquired shall herein be referred to as the "Developer's additional property"). Developer reserves the right and shall have the discretion to add any part or all of the Developer's additional property to the Subdivision known as Windmill Creek, from time to time as Developer may determine which shall expand the Properties subject to this Declaration. All such property may be annexed into and included within the Properties with the consent of Developer. Any such expansion of the Properties shall be accomplished by and take effect on the filing in the Office of the Recorder of Deeds for Platte County, Missouri of an appropriate document extending this Declaration to encumber such added land. All annexed property shall be incorporated into the Subdivision and shall be subject to this Declaration as fully as the property set forth in Article II.

Section 8) Severability: Invalidation of any provisions set forth herein, or any part thereof, by an order, judgment, or decree of any court, or otherwise, shall not invalidate or affect any of the other provisions, or any part thereof, but they shall remain in full force and effect.

Section 9) Interpretations and Restrictions: 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 and general welfare of the Owners of the Lots. It is not the intent of this Declaration to interfere with any provisions of any law or ordinance or any rules, regulations or permits previously adopted or issued pursuant to law relating to use of buildings or premises; nor is it the intention of the Declaration to interfere with or abrogate the easements, covenants or other agreements between parties; provided, however, that where this Declaration imposes a greater restriction upon the use or occupancy of any residence site or upon the construction of buildings or structures, or in connection with any other matters that are imposed or required by such provisions of law or ordinances or by such rules, regulations or permits, or by such covenants, easements and agreements, then, in that case, the provisions of this Declaration shall control.

Section 10) Waiver and Exceptions: The failure by the Association, Developer, any Owners or other person to enforce any of the restrictions, conditions, covenants, reservations, liens or charges to which the Subdivision or any part thereof is subject, shall in no event be deemed a waiver of the right to do so thereafter or to enforce any other restriction, condition, covenant, reservation, lien or charge.

Section 11) Titles: All titles of sections or other paragraphs used in this Declaration are intended solely for convenience of reference, and the same shall not affect that which is set forth in the terms and conditions of these restrictions nor the meaning thereof.

Section 12) Singular and Plural, Masculine and Feminine: The singular shall include the plural and the plural the singular, unless the context requires the contrary, and the masculine shall include the

feminine and neuter and the feminine and the neuter shall include the masculine, as the context requires.

Section 13) 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 or deed of trust 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.

IN WITNESS WHEREOF, the undersigned Developer and J&B Custom Homes, LLC hereunto set their hands and seals on the day and year last above written.

Windmill Creek, LLC,
a Missouri Limited Liability Company

By: 
Benny Hoy, Manager

By: 
Larry Ryan, Manager

J&B Custom Homes, LLC
a Missouri Limited Liability Company

By: 

Name: John Simone

Title: Member

MISSOURI ACKNOWLEDGMENT

STATE OF MISSOURI)

) SS.

COUNTY OF PLATTE)

On this 29th day of May, 2018, before me, the undersigned Notary Public, in and for said state, personally appeared Benny Hoy and Larry Ryan, Managers of Windmill Creek, LLC, a Missouri limited liability company and that said instrument was signed on behalf of said Limited Liability Company, and said Benny Hoy and Larry Ryan acknowledgement said instrument to be the free act and deed of said limited liability company and was signed pursuant to the authority granted to them as Managers of Windmill Creek, LLC.

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

Lucinda Hamilton

Notary Public within and for said County and State

My commission expires:



MISSOURI ACKNOWLEDGMENT

STATE OF MISSOURI)

) SS.

COUNTY OF PLATTE)

On this 29th day of May, 2018, before me, the undersigned Notary Public, in and for said state, personally appeared John Simone, being the member of J&B Custom Homes, LLC, a Missouri Limited Liability company and that said instrument was signed on behalf of said Limited Liability Company, and said member acknowledgement said instrument to be the free act and deed of said Limited Liability Company and was signed pursuant to the authority granted to John Simone as member of J&B Custom Homes, LLC.

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

Lucinda Hamilton

Notary Public within and for said County and State

My commission expires:

