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Grantee: NA

RECORDER OF DEEDS · PLATTE COUNTY, MISSOURI ·
Gloria Boyer,
Recorder of Deeds

Document Title:	Amended and Restated North Creek Village Declaration of Covenants, Conditions, Restrictions and Easements
Document Date:	December 16, 2010
Grantor's Name:	Bannister Realty Company, Inc.
Grantee's Name:	N.A.
Grantee's Address:	N.A.
Legal Description:	See Exhibit B.
Reference Book and Page:	N.A.

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Stacie Bernard x Gorman

AMENDED AND RESTATED
NORTH CREEK VILLAGE
DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS AND EASEMENTS

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AMENDED AND RESTATED
NORTH CREEK VILLAGE
DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS AND EASEMENTS

THIS AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS ("Declaration") was made on December 16, 2010 ("Effective Date"), by Bannister Realty Company, Inc., a Missouri company (including its successors and assigns, "Declarant"). Capitalized terms used in this Declaration that are not defined within the text have the meanings set out on Exhibit A to this Declaration.

RECITALS

A. Bannister Realty Company, Inc., is the successor to North Creek Partners, L.L.C. which owned the Property which is more particularly described in Exhibit B to this Declaration. Together they are referred to as Declarants.

B. Declarants have developed the Property as a single family residential development known as "North Creek Village," with open spaces, street; walkways and other common facilities. The Property has been platted as shown on the Plat.

C. This Declaration amends and restates the North Creek Village Declaration of Covenants, Conditions, Restrictions and Easements dated June 21, 2003, and recorded in the office of the Director of Records on July 2, 2003, as Document No. 0018164, in Book 1008 at page 59, to clarify certain provisions and correct scrivener's errors.

D. Declarants have and will convey Units to each Owner subject to the covenants, conditions, restrictions, reservations, easements, assessments, charges and liens (collectively, "Covenants") set out in this Declaration.

E. Declarant imposes these Covenants for the benefit of Declarant, its successors and assigns, and the Owners and their successors and assigns, as covenants running with the land, to protect, preserve and enhance the Property's value, desirability and attractiveness.

NOW, THEREFORE, Declarant makes this Declaration on the terms and conditions set out below.

ARTICLE ONE
Declaration

Declarant declares that the Property is and will be held, transferred, sold, conveyed and occupied subject to the Covenants set out in this Declaration; all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Property. These Covenants will run with the Property, will be binding upon all parties having or acquiring any

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right, title or interest in the Property, and will inure to the benefit of each and every Owner and such Owner's successors and assigns.

ARTICLE TWO
Easements and Property Rights

2.1. Owners' Easements of Enjoyment Limitations. Each Owner has a right and non-exclusive easement for ingress to and egress from such Owner's Unit and Dwelling over and across all of the Private Streets. In addition, each Owner has a right and non-exclusive casement of enjoyment in, over and upon the Common Areas, excluding Limited Common Areas not appurtenant to such Owner's Unit. Each Owner has an exclusive right and easement to use, occupy and enjoy the Limited Common Area appurtenant to such Owner's Unit Each Owner has an easement over the Common Areas and the Limited Common Area appurtenant to such Owner's Unit for the installation, repair and maintenance of the water, sewer and electric lines servicing the Unit. These rights and easements are appurtenant to and pass with the title to a Unit, subject to the right of the Board of Directors (a) to make reasonable rules and regulations concerning the use and management of the Common Areas, including Areas of Owner Responsibility, and (b) to suspend an Owner's rights to use the Pool Area for any period during which any Assessment against the Owner's Unit remains unpaid and for any violation of the Association published rules and regulations. No rule or regulation may limit or prohibit the right of ingress to and egress from a Unit or Dwelling over the Private Streets. Each Owner is deemed to have delegated that Owner's right of enjoyment of the Common Areas and to ingress and egress to the occupants of that Owner's Dwelling.

2.2. Right of Entry for Repair, Maintenance and Restoration. The Association has a right of entry and access to, over, under, upon and through the Common Areas and all Units to enable it to perform its obligations, rights and duties under this Declaration with regard to maintenance, repair, restoration or servicing of any and all utilities, improvements and other items, things or areas of or on the Property.

2.3. Easements for Encroachments. Each Unit, Dwelling and the Common Areas are subject to and benefited by easements for encroachment on or by any other Unit or Dwelling and upon the Common Areas created or arising by reason of overhangs, or by reasons of deviations in construction, reconstruction, repair, shifting, settlement or other movement of any portion of the improvements, or by reason of errors on the Plat. Valid easements for these encroachments and for their maintenance, as long as the physical boundaries of the Units or Dwellings after the construction, reconstruction, repairs, shifting, settlement or other movement of any portion of the improvements is in substantial accord with the description of those boundaries that appear in this Declaration or on the Plat, will exist as long as the encroachments remain.

2.4. Easement for Utilities. Non-exclusive easements are granted to all water, gas, electricity, sewer and communication utilities, their employees and agents over the Common Areas and all Units for the installation, maintenance, repair, replacement and servicing of these utilities on the Property, subject to such reasonable rules and regulations as the Board of Directors may establish from time to time.

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2.5. Easement for Services. Non-exclusive easements are granted to all police, fire, emergency, medical, mail carrier, delivery, garbage and trash removal, and landscaping and maintenance personnel and all similar persons, and to the local governmental authorities and the Association, but not the public in general, to enter upon the Common Areas and all Units in the performance of their duties, subject to such reasonable rules and regulations as the Board of Directors may establish from time to time.

2.6. Easements Reserved to Declarant. Non-exclusive easements are reserved to Declarant, its successors and assigns, over, under and upon each Unit and the Common Areas (a) for access to and for the purpose of completing improvements for which provisions are made in this Declaration, to the extent, but only to the extent, that access thereto is not otherwise reasonably available, (b) for the periods provided for any warranties for purposes of making repairs required by those warranties or pursuant to contracts of sale made by Declarant with Unit purchasers, and (c) until turnover to maintain and utilize one or more Units or Dwellings and appurtenances thereto for sales and management offices, storage and maintenance, model Dwellings, parking areas for sales purposes, and advertising signs. All rights and easements reserved to Declarant, its successor and assigns must be exercised and utilized in a reasonable manner and in such a way as to not unreasonably interfere with the operation of the Association and the rights of Owners and occupants of Units and Dwellings. Upon conveyance of a Unit to a Builder, they will have a limited non-exclusive easement over, under and upon the Private Streets, the Unit on which the Builder is to construct a Dwelling and the Limited Common Area appurtenant to such Unit for access to and for the purpose of completing the Dwelling or other improvements to be constructed on the Unit. Each Builder's limited non-exclusive easement automatically terminates upon conveyance of the Unit and Dwelling to an Owner other than Declarant or a Builder.

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2.7. Reservation of Expenditures. Until the Turnover Date, Declarant reserves the right to receive and retain any monetary consideration that may be refunded or allowed on account of any sum that Declarant expended, deposited, placed in escrow, or subsequently provided for utility facilities, or services, streets, subdivision fees or for any other purpose of any nature or description with respect to the Property. Until the Turnover Date, Declarant further reserves the right to receive and retain any monies, damage payments or condemnation awards for any easement or other interest granted or condemned from any Private Street or the Common Areas within the Property.

2.8. Power of Attorney. Each Owner other than Declarant, by acceptance of a deed to a Unit and Dwelling, appoints the Association or Its designated representative, as his, her or its attorney-in-fact to execute, deliver, acknowledge and record, for and in the name of such Owner, such deeds of easement, licenses, permits and other instruments as may be necessary or desirable, in the sole discretion of the Board of Directors or its authorized representative, to further establish or effectuate the easements and rights set out in this ARTICLE TWO. This power is for the benefit of each and every Owner, the Association and the Property, runs with the land, is coupled with an interest, and is irrevocable.

2.9. General. The easements and rights provided in this ARTICLE TWO will in no way affect any other recorded grant or easement. Failure to specifically refer to any or all of the easements and rights granted in this Declaration in any deed of conveyance or in my mortgage or other evidence of obligation will not defeat or fail to reserve these easements and rights, as these easements and rights are conveyed or encumbered, as the case may be, along with the Unit and Dwelling.

ARTICLE THREE
Creation of Association: Membership and Voting Rights

3.1. Creation of Association: Initial Membership. Declarant has created the Association by filing Articles of Incorporation with the Secretary of State of Missouri.

3.2. Membership and Voting Rights in the Association. The Association has two classes of memberships, Class A and Class B, as follows:

a. Each Owner will be a Class A Member. Class A membership is appurtenant to and cannot be separated from Unit ownership. Class A Members are entitled to one vote for each Unit owned, but if more than one person owns any Unit, all such persons will be Class A Members, but can cast only one vote for the Unit in such manner as they may determine among themselves. In no event can more than one vote be cast with respect to each Unit.

b. The Class B Member is the Declarant, which has four votes for each Unit it owns.

3.3. Termination of Class B Membership. Nothwithstanding anything in this Declaration to the contrary, Declarant shall have absolute and exclusive control of the association and Architectural Review Committee, including appointment of Directors, on the Turnover Date. Declarant's Class B Membership will terminate and convert to Class A membership upon the happening of the first of the following events to occur ("Turnover Date"):

a. When the last unit planned to be developed within the Property has been conveyed to an Owner other than Declarant or a Builder; or

b. When, in its sole discretion, Declarant terminates Class B membership by delivery of written notice of such termination to the Association.

3.4. Suspension of Voting Rights. The Board of Directors may suspend the right of any Class A Member to vote with respect to his, her or its Unit for failure to pay Assessments when due, or for failure to observe the Covenants or the rules and regulations adopted by the Board of Directors. The Board of Directors is the sole judge of the each Owner's qualifications to vote and such Owner's rights to participate in the Association's meetings and proceedings.

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ARTICLE FOUR
Board of Directors

4.1 Board of Directors – General. The initial Board of Directors will be the persons named as such in the Articles of Incorporation, or such other persons from time to time designated by Declarant before the Turnover Date, with a minimum of three individuals. The Declarant will give the Association written notice before the Turnover Date and the Board of Directors will call a special meeting of the Association's Members as soon as possible after the Turnover Date to elect a new Board of Directors, with a minimum of six individuals (each of whom must be a Member). Thereafter, the Members may, from time to time, change the number and terms of the Board of Directors by the vote of at least a majority of the voting power of the Members. The Board of Directors will be elected at the Association's annual meeting to be held each year as provided in the Bylaws.

4.2 Authority of Board of Directors. The Board of Directors has all authority to manage, maintain, repair, replace, alter and improve the Common Areas, and to levy and collect Assessments for the payment thereof, and to do all things and exercise all rights permitted or required by this Declaration, the Articles of Incorporation, Bylaws and applicable law that are not reserved to the Members,

4.3 Delegation of Authority: Management Contracts. The Board of Directors may delegate all or any portion of its authority to a managing agent who may be Declarant or an affiliate of Declarant. This delegation, of authority and responsibility to a managing agent may be evidenced by one or more management contracts that may provide for the payment of reasonable compensation to the managing agent as a common expense. Any management contract must be terminable by the Association. for cause on no more than 30 days' written notice, must be terminable by either party on no more than 90 days' written notice, cannot exceed a one year term unless renewed by agreement of the parties for successive one-year periods, and must be bona fide and commercially reasonable at the time entered into under the circumstances then prevailing. The Association may enter into contracts with Declarant or an affiliate of Declarant for good, services, or for any other thing, including, but not limited to, contracts for providing maintenance and repair services, as long as the contracts are bona fide and commercially reasonable to the Owners at the time entered into under the circumstances then prevailing.

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ARTICLE FIVE
Common Areas

5.1. Ownership. Not later than the date of conveyance of the last Unit to an Owner other than Declarant or a Builder, Declarant will transfer title to the Common Areas to the Association by special warranty deed, free and clear of any mortgages, mechanics' liens or similar liens, which conveyance of title will be accepted by the Association. Each Owner is deemed to have an undivided interest in the Common Areas and in the common expenses as allocated among all of the completed Dwellings on an equal basis per completed Dwelling. No Owner can waive or release any rights in the Common Areas or any liability for common

expenses. An Owner's rights in the Common Areas cannot be separated from ownership of the Owner's Unit.

5.2. Common Areas Rights and Easements. Each Owner has the rights and easements relating to the Common Areas described in ARTICLE TWO of this Declaration.

5.3. Designation of Common Areas. Until title to the Common Areas has been transferred to the Association, Declarant may unilaterally declare any part of the Property as a Common Area, as long as such action does not conflict with the terms of this Declaration or any Supplemental Declaration.

ARTICLE SIX
Assessments and Assessment Liens; Reserve Funds

6.1. Owner's Assessment Obligation. Each Owner is obligated and, by acceptance of a deed to a Unit (whether or not expressly stated in the deed), is deemed to covenant to pay to the Association (a) Annual Assessments to pay Common Operating Expenses (defined below), (b) Special Assessments to pay Common Operating Expenses and for capital improvements, and (c) Specific Assessments relating to such Owner's Unit, all of such Assessments to be established and collected as provided in this ARTICLE SIX.

6.2. Purpose of Annual Assessments; Common Operating Expenses. Annual Assessments levied by the Association upon the Units will be used for the general purposes of promoting the recreation, health, safety, welfare, common benefit and enjoyment of the Owners, including the maintenance and repair of the Common Areas. Without limiting the generality of the foregoing, Annual Assessments may be used for, but are not necessarily limited to, the following common operating expenses and purposes (collectively, the "Common Operating Expenses:

a. Routine repair, maintenance and care of the Common Areas, including the Pool Area, Private Streets, monument signs, sidewalks and bridges, and all trees, shrubs, grass, berms, fences, utility lines and conduits, outdoor lighting equipment, exercise or walking trails, fences, ponds, and streams in the Common Areas, and also including, but not limited to, snow removal from the Private Streets parking lot adjacent to the Pool Area.

b. Payment of ad valorem and other taxes on the Common Areas.

c. Payment of costs, fees and other expenses for the operation, management and administration of the Association, including, but not limited to, fees for property management, fees for legal and accounting services, costs of mailing, postage, supplies and materials for operating the Association, and the salaries, wages, payroll charges and other costs to perform these services.

d. Payment of costs for utility services not separately metered or charged to

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Owners.

e. Creation of contingency and reasonable reserve funds, as determined from time to time by the Board of Directors, including a reserve fund for fixture repairs and replacements to the Private Streets and Pool Area.

f. Payment of insurance premiums for all insurance authorized by this Declaration and obtained by the Board of Directors.

g. Payment of the cost of maintaining on-site security for the entire Property, but not interior security for any Dwelling not owned or used by Declarant.

h. Payment of such other fees and charges as may be required or authorized by this Declaration or that the Board of Directors may, from time to time, determine necessary or desirable to meet the purposes and obligations of the Association, as required or permitted by the Articles of Incorporation, Bylaws and this Declaration.

6.3. Annual Budget Establishing Annual Assessments. The Board of Directors will prepare a budget for the following calendar year based on the estimated Common Operating Expenses and otherwise performing its obligations established by this Declaration. The annual budget will be adopted at a monthly meeting of the Board of Directors. The Annual Assessment for each Unit for the following calendar year will be fixed by the Board of Directors based on this budget and levied among all Units on an equal basis. Written notice of each year's Annual Assessment will be given by the Board of Directors to the Owner(s) of each Unit by December 15 of the preceding year.

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6.4. Payment of Annual Assessments Excess. Annual Assessments are due on January 1 of each year, and are payable in equal monthly installments due on the first day of each month. Owners may prepay Annual assessments in annual, semiannual or quarterly installments. The first Annual Assessment for each Unit will be prorated based on when it was acquired by the Owner during the year. The initial monthly Installment on each Unit will be collected at the closing of the purchase of the Unit by an Owner other than the Developer or a Builder. If the closing takes place on or before the fifteenth day of the month, a full month's Installment will be collected. If the closing takes place after the fifteenth day of the month, one-half of the monthly installment will be collected. For administrative convenience, Annual Assessments may be rounded so that monthly installments will be in whole dollars. If Annual Assessments in any year are in excess of the funds necessary to meet the anticipated Common Operating Expenses for which they have been levied and collected, the excess will be retained as reserves, or as reduction in future Annual Assessments, as determined by the Board of Directors, in its sole discretion, and will not be deemed profits or available for distribution to Owners.

6.5. Maximum Annual Assessment. The Board of Directors may not fix and levy the Annual Assessment in any year at any amount in excess of the maximum set out in this Section. The maximum Annual Assessment in any year will be determined as follows:

a. Until January 1 of the year immediately following the date of conveyance of the first Unit to an Owner other than Declarant or a Builder, the maximum Annual Assessment will be fixed and levied by the Board of Directors based on the initial annual budget prepared in accordance with Section 6.3 above.

b. From and after January 1 of the year immediately following the date of conveyance of the first Unit to an Owner other than Declarant or a Builder, the maximum Annual Assessment may be increased each year by the Board of Directors, without a vote of the Members, by up to 20 percent over the rate of the Annual Assessment in effect for the preceding year.

c. From and after January 1 of the year immediately following the date of conveyance of the first Unit to an Owner other than Declarant or a Builder, the maximum Annual Assessment may be increased by more than 20 percent by a vote of the eligible majority of the Members present in person at a meeting duly called for this purpose in accordance with the Bylaws.

6.6. Uniform Rates. Annual and Special Assessments will be levied against all Units owned by Owners other than Declarant or a Builder at a uniform rate.

6.7. Reserves for Capital Improvements. The Board of Directors will determine and establish adequate reserves for capital improvements and for the maintenance, repair and replacement of the Private Streets, Pool Area and other Common Area improvements. Amounts for these reserves will be included in each annual budget prepared by the Board of Directors.

6.8. Special Assessments. The Board of Directors may, at any time during any year, with the prior written approval of the Class B Member before the Turnover Date, levy a Special Assessment in addition to the Annual Assessment applicable to that year only, for the purpose of defraying, in whole or in part, any prior year's budget deficit or the cost of any construction, reconstruction, repairs or replacement of capital improvements previously completed or to be completed by the Association during the year in which the Special Assessment is levied. After the Turnover Date, Special Assessments will require an affirmative vote of 51 percent of the votes cast by Members who are present and voting in person or by proxy at a special meeting duly called for the purpose of considering such Special Assessment. Notice of any such special meeting will be given to each Member not less than 30 days and not more than 60 days before the date of such meeting and will set out the time, purpose and place of such meeting. Any Special Assessment will be due and payable at the time and in the manner authorized by the vote at the meeting at which such Special Assessment is approved.

6.9. Certificate Regarding Assessments. The Board of Directors will, upon written request, furnish any Owner liable for any Assessment with a written certificate in recordable form, setting out whether all Assessments, fees and charges have been paid to date on the Owner's Unit. A reasonable charge may be collected by the Board of Directors for issuance of the certificate. The certificate may be recorded in the office of the Director of Records and, upon

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recording, will constitute conclusive evidence of the status of payment of any Assessment against the Unit for the period stated in the certificate.

6.10. Non-Payment of Assessments; Liens; Remedies; Maintenance and Enforcement of Liens.

a. If any installment of an Assessment is not paid within 10 days after the due date, the entire unpaid amount of the Assessment will immediately be deemed due, payable and delinquent; without demand or notice. The Board of Directors, at its option, and without demand or notice, may (i) charge interest on the entire unpaid balance (including the accelerated portion) at such rate as the Board of Directors establishes from time to time by rule (or, if the Board of Directors fails to establish an interest rate by rule, at the maximum rate allowed by law), (ii) charge a reasonable and uniform late fee, as established front time to time by the Board of Directors, (iii) charge the cost of collection, including attorneys' fees and costs, and (iv) suspend or restrict the services being provided to the Unit by the Association and the use of the Common Areas other than the Private Streets.

b. All assessments, together with interest, late fees and costs, including attorneys' fees, will be a continuing lien in favor of the Association on the Unit against which the Assessments were made. This lien will take priority as of the date of recording this Declaration and will be superior to any other liens placed on said Unit after such recording date, except that this lien is subordinated to, and will be inferior to, any valid first mortgage encumbering the Unit. This lien may be enforced as a lien on the Unit against which it is levied in proceedings in any court in Platte County, Missouri, having jurisdiction over suits for the enforcement of such liens. Additionally, the Association may proceed against any Owner or Owners failing to pay any Assessment when due and may seek all remedies available under law and in equity.

c. The Association may, at its discretion, file certificates of nonpayment of Assessments in the office of the Director of Records whenever payment of any such Assessment is delinquent for 30 or more days. The certificate must contain a description or other sufficient legal identification of the Unit against which the lien exists, the name or names of the Owner or Owners, and the amount of the unpaid portion of the Assessments and charges, and must be signed by an officer or other agent of the Association. For each certificate so filed, the Association may collect from the Owner or Owners of the Unit against which the certificate is filed, a fee as established from time to time by the Board of Directors, which fee will be secured by the lien. The fee will be collectible in the same manner as the original Assessment and will be in addition to any principal, late charges, interest, costs of suit and reasonable attorneys' fees due on the Assessment.

d. The Association may bring all suits to foreclose the lien of Assessments or otherwise collect unpaid Assessments. In any such action, the Owner or Owners affected will be required to pay a reasonable rental for that Unit and Dwelling during the

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pendency of such action. The Association may become a purchaser at any foreclosure sale in connection with foreclosure of a lien for Assessments. The Association's claim for Assessments, interest; late fees and costs is not subject to setoffs or counterclaims.

e. All Assessment payments received will be applied first to costs, then to late charges, if any, then to Interest, if any, then to delinquent Assessments, then to any unpaid installments of Assessments in the order of their coming due, whether or not such installments are the subject matter of any actions to enforce a lien.

f. Nothing in this Declaration will abridge or limit the rights or responsibilities of mortgages or require a mortgagee to collect the Assessments.

g. Liability for any Assessment may not be avoided by a waiver of the use or enjoyment of any Common Areas, services or recreation facilities, or by abandonment of the Unit against which the Assessment was made, or by reliance upon assertion of any claim against the Board of Directors, the Association, or another Owner.

h. Each Assessment, together with interest, late fees and costs, is the joint and several personal obligations of the Owner or Owners of the Unit at the time the Assessment fell due and of all subsequent Owners.

i. The obligation to pay Assessments runs with the land, are necessary to continue the care repair and maintenance of the Common Areas, and to continue to provide utility and other services and, accordingly, Assessments accruing or becoming due during the pendency of bankruptcy proceedings will constitute administrative expenses of the bankruptcy estate.

6.11. Exempt Property. The following properties subject to this Declaration are exempt from the Assessments, charges and liens created by this Declaration:

a. All Common Areas;

b. All Property dedicated to and accepted by any municipality or public utility for public use or purposes; and

c. Except as specifically provided in this Declaration, all Units owned by the Declarant or a Builder before title to the Unit has been transferred to the first purchaser thereof at retail (as distinguished from sale in bulk or at wholesale to a Builder for development or resale), unless the Unit is being used as a personal residence.

6.12. Specific Assessments. The Board of Directors has the right and power, but not the obligation, to levy Specific Assessments against individual Units for the purpose of paying any costs incurred by the Association as a result of the breath of the terms of this Declaration by an Owner or such Owner's agents, family members, guests, tenants, invitees or contractors, or as a result of the negligence or willful misconduct of the Owner or the Owner's agents, family

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members, guests, tenants, invitees or contractors, or for such other purposes as are permitted by this Declaration. Specific Assessments will be due in accordance with the terms determined by the Board of Directors and will be secured by a lien that is enforceable by the Association as provided in this Declaration for Annual and Special Assessments.

6.13. Effective Date of Assessments. Any Assessments will be effective when written notice of the amount of the Assessment is sent by the Board of Directors to the Owner subject to the Assessment. Written notice mailed or delivered to an Owner's Dwelling will constitute notice to the Owner, unless the Owner has given written notice to the Board of Directors of a different address for such notices, in which case, the mailing of the notice to the last designated address will constitute the notice to the Owner.

6.14. Easements. Any foreclosure of a lien securing an Assessment will not terminate any easement granted by Declarant, whether pursuant to this Declaration or otherwise, and all such Assessments will be inferior and subordinate to such easements.

6.15. Initiation Fee.

(a) As an additional funding source, the Board may establish and collect an Initiation Fee upon each transfer of title to a Unit. The fee shall be charged to the buyer of the Unit, shall be payable to the Association at the closing of the transfer, and shall be secured by the Association's lien for assessments. Each Owner shall notify the Association's Secretary or designee at least seven days prior to the scheduled closing and provide the name of the buyer, the date of title transfer, and other information the Board may reasonably require.

If the transfer of title is from the Declarant to a builder, a one-time fee equal to the then current per unit annual assessment for one year shall be payable by the builder to the Homes Association, for use as part of the reserve funds of the Association. After payment of such one-time fee, the builder shall be exempt from annual assessments on such Unit, unless and until a Unit constructed thereon is sold to a third party or is occupied for residential use; and

Such initiation fee shall be in addition to the annual assessment otherwise payable to the Association with respect to such Unit.

(b) Fee Amount. The Board of Directors shall have the sole discretion to determine the amount of and method of calculating the Initiation Fee.

(c) Exempt Transfers. Notwithstanding the above, no Initiation Fee shall be levied upon transfer of title to a Unit;

(i) to the Owner's estate, surviving spouse, or heirs at law upon the death of the Owner;

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(ii) to an entity wholly owned by the grantor or to a family trust created by the grantor for the benefit of grantor, his or her spouse, and/or heirs at law; provided, upon any subsequent transfer of an ownership interest in such entity, the Initiation Fee shall become due; or

(iii) to a Person who takes title to a Unit under a beneficiary deed; or

(iv) under circumstances which the Board, in its discretion, deems to warrant classification as an exempt transfer (e.g.) a transfer made solely for estate planning purposes may be, but is not required to be, deemed exempt from payment of the Initiation Fee).

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ARTICLE SEVEN
Declarant's Obligations for Common Operating Expenses

7.1. Funding Deficits Before the Turnover Date. Declarant will fund deficits in the Association's ability to pay Common Operating Expenses as they are incurred in the period before the Turnover Date. The Board of Directors will provide Declarant with a written request for such funding, and Declarant will provide the requested funds within 30 days after receiving the written request.

7.2. Loans to the Association for Common Operating Expenses. Until the Turnover Date, Declarant has the right (but not the obligation) to make non-interest-bearing loans to the Association to provide the Association with adequate funds (in addition to Assessments received from Units sold to an Owner other than Declarant or a Builder and funds received from Declarant as provided in Section 7.1 above) to pay Common Operating Expenses. Any such loans will be repaid to Declarant by the Association on commercially reasonable terms agreed to in writing by Declarant and the Association.

ARTICLE EIGHT
Management, Maintenance, Repairs, Alterations and Improvements

8.1. Manager or Managing Agent. The management, repair, improvement, and alteration of all improvements constructed upon the Common Areas that are the responsibility of the Association, will be the responsibility of the Board of Directors. The Board of Directors may delegate all or any portion of its authority to a manager or managing agent as evidenced by a written management contract not exceeding three years in duration. The management contract will set out such duties and responsibilities as the Board of Directors may from time to time determine should be delegated to the manager or managing agent.

8.2. Association's Responsibilities.

a. The Association will provide, from the proceeds of the Assessments, routine repair, maintenance and care for the Private Streets, Pool Area, walks, ponds, exercise trails, watercourse related improvements and other improvements and recreational amenities located upon the Common Areas, excluding Areas of Owner Responsibility stated below. In addition, the Association will maintain and care for all trees, shrubs, grass and berms within the Common Areas, excluding Areas of Owner Responsibility, and excluding fence areas of Units. The Association will replace trees, shrubs, flowers and other landscaping amenities within the Common Areas, excluding Areas of Owner Responsibility, if and when the need arises.

b. The frequency of and the materials to be used in the performance of all such routine repairs, maintenance and care of the Common Areas, excluding Areas of Owner Responsibility, will be in the sole discretion of the Board of Directors and will not be subject to the control of any Owner. If the need for maintenance, care, repair, replacement, or extraordinary services to any Unit is caused by Owner modifications to the original design of a Unit or Dwelling, the addition of improvements by the Owner, or through the willful or negligent act of any Owner, or of such Owner's agents, family, guests, tenants, invitees or contractors, the cost of such maintenance, care, repair, replacement, or extraordinary services not covered by insurance will be added to and become a Specific Assessment, in addition to the Annual Assessment to which such Owner's Unit is subject, and must be paid by or on behalf of said Owner within 30 days after written demand of payment is dispatched to the Owner from the Board of Directors, and will be enforceable and secured by a lien in the case of all other Assessments.

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c. The Association will provide for snow removal from the Private Streets and the parking lot adjacent to the Pool Area.

d. The Association will not be responsible for the repair or maintenance of any Dwelling.

e. The Association will maintain, repair and replace any underground sprinkling systems for dedicated areas in the Common Areas, but not sprinkling systems that serve Units.

f. The Association will mow, fertilize and edge the grassed areas of the front yard of each Unit back to any fence installed on the Unit or the corner of the Dwelling (excluding any garage or carport) closest to the street. The Association at its discretion may mow and fertilize grassed areas on the sides and back (rear) yards of any unit. This discretion may be revoked annually.

g. The Association will allocate to and charge against each Unit, the Unit's pro rata share of monthly costs of trash and garbage collection and water and sewer service. The Association will charge each Unit for the Unit's monthly usage of water and

sewer service. If a Unit is receiving cable television services from any central system serving the Property, the Association will charge each Unit for the Unit's monthly usage of such services. These charges are in addition to, will be payable with, and enforced in the same manner as, monthly installments of Annual Assessments.

8.3. Owner's Responsibilities. Each Owner will:

a. Except as provided in subsection f. of Section 8.2 above, maintain, repair and replacement at such Owner's expense, all portions of such Owner's Unit, Dwelling and Limited Common Area, including, but not limited to, foundation plantings and garden landscaping, driveways, garage pads and carports, and any portion of any utility services (including meters) located within the interior of such Owner's Dwelling.

b. Maintain, repair and replace all fixtures and equipment installed within the Owner's Dwelling, beginning at a point where the utility lines, pipes, wires, conduit or systems enter the Unit, except as otherwise provided in this Declaration.

c. Maintain, repair and replace, at such Owner's expense, the electric and water lines serving the Owner's Unit from the outlet side of the meter to the exterior wall of the Dwelling. The Owner will also maintain the sewer line and water line from the inside of the Dwelling to the sewer main. (Water meters in Units are property of the Association. Any damage to meters caused by owners or residents may result in criminal and civil penalties).

8.4. Declarant's Responsibility. Declarant will, at its own expense and to the extent required by law, maintain and care for all the undeveloped Property that is not part of the Common Areas and any Units owned by the Declarant.

8.5. Improvements and Alterations. No Owner may paint or otherwise decorate or change the appearance of the exterior portion of such Owner's Dwelling nor alter the appearance or topography of the surrounding Unit and limited Common Area without the prior written approval of the Architectural Review Committee. If any violation of this provision is not remedied within 15 days after notice of such violation is sent to the Owner of the Unit upon which such violation exists, the Association has the right, through its agents and employees, to take such legal action as may be necessary for the removal or termination of such violation. The cost of such legal action (including attorneys' fees and costs) incurred by the Association to enforce the provisions of this paragraph may be assessed against the Unit upon which such violation occurred as a Specific Assessment, and when so assessed, a statement for the amount thereof will be provided to the Owner of such Unit and be due and payable subject to the provisions and limitations as provided in ARTICLE SIX for other Assessments. The Association has the further right, through its agents, employees or committees, to enter upon and inspect any Unit at any reasonable time for the purpose of ascertaining whether any violation of any provision of this Declaration exists thereon, and neither the Association nor any such agent, employee or committee will be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

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ARTICLE NINE
Restrictions

9.1. Single-Family Residences. Except as otherwise specifically permitted by the immediately following sentence, each Dwelling must be used solely for a private residence of no more than one family unit. An Owner or occupant maintaining a personal or professional library, keeping personal business or professional records or accounts, conducting personal business (provided that such use does not involve customers, employees, licensees or invitees coming to the Dwelling), making professional telephone calls or corresponding, in or from a Dwelling, is engaging in a use expressly declared customarily incidental to residential use and is not in violation of these restrictions.

9.2. Other Structures. No building, fence, deck, hedge, privacy enclosure wall, retaining wall, driveway, swimming pool, hot tub, greenhouse, flag poles, playhouse, play structure, freestanding mailbox, gazebo, basketball goal, trampoline, or other structure of any type of a temporary or permanent character (each a "Structure") may be erected, used or maintained at any time upon any Unit or the Common Areas without the prior written approval of the Architectural Review Committee. Portable basketball goals are not allowed. Lighted basketball goals are not allowed. No Structure, other than a Dwelling, may be used at any time as a residence, either temporarily or permanently. Structures erected before January 1, 2011 may not be altered, repaired or replaced without prior written permission of Architectural Review Committee.

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9.3. Signs. Except as specifically provided in this paragraph, no signs of any type may be hung or displayed on any Unit or either on the inside or the outside of any Dwelling, or otherwise, so as to be seen from the exterior, except that one "for sale" sign at any one time may be displayed by or on behalf of an Owner on the Owner's Unit solely in the area in front of the Dwelling until the same is sold, all in accordance with City laws. Decorative seasonal or holiday flags and the United States flag are not signs subject to this restriction. One political sign per candidate or issue, not to exceed a total of four square feet, is permitted on a Unit for up to three weeks before the election, but must be removed within 24 hours after the election. If these limitations on the use of signs, or any part thereof are determined to be unlawful, the Board of Directors has the right to regulate the use of signs in a manner not in violation of law.

9.4. Unsightly or Unkempt Conditions. Each Owner shall prevent the development of any unclean, unhealthy, unsightly, or unkempt condition on such Owner's Unit. No Unit will be used, in whole or in part, for the storage of any property or thing that will cause such Unit to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor will any substance, thing, or material be kept upon any Unit that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of surrounding Units. No noxious or offensive activity may be carried on upon any Unit, nor may anything be done on any Unit tending to cause embarrassment, discomfort, annoyance or nuisance to any person using any property adjacent to the Unit. Woodpiles must be approved by Architectural Review Committee and located or screened so as to be concealed from the view of neighboring Units, the Private Streets, and

adjacent property. No outdoor clothes dryers or lines, billboards, radio or television transmitting or receiving antennas, dishes or towers, awnings, canopies, shutters, unsightly objects or nuisances may be erected, affixed to, installed, placed or permitted on any Unit or upon any exterior wall, window, or roof of any Dwelling without the prior written consent of the Architectural Review Committee. No Owner may permit such Owner's Unit or Dwelling to become infested with wood boring or other insects or vermin. No yard ornamentation, building ornamentation, stepping stones or sidewalks will be permitted on any Unit without the prior written consent of the Architectural Review Committee.

9.5. Storage. No storage of any type is allowed at any time on any Unit or Limited Common Area, except within an Owner's private enclosed Dwelling. Storage sheds shall not be approved by the Architectural Review Committee after January 1, 2011. Storage sheds installed before that date may not be repaired, altered or replaced without written permission of the Committee. No hazardous materials, as defined under any federal, state or local law, may be kept or brought onto any Unit or the Common Areas, except as may normally be used in motor vehicles and lawn care equipment or barbecue grills.

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9.6. Vehicle Parking. Passenger motor vehicles (each a "Passenger Vehicle"), including, but not limited to, automobiles, mini-vans, SUV's, pickup trucks and trucks with a gross vehicle weight under one ton, must be parked or stored on the Dwelling's driveway or in the garage or carport on any Unit. Other motor vehicles, including, but not limited to, boats or other watercraft, trailers, trucks with a gross vehicle weight in excess of one ton, campers and recreational vehicles (each a "Non-Passenger Vehicle") may not be placed, parked or stored permanently in the open on any Unit. Passenger and Non-Passenger Vehicles (collectively, "Vehicles") may not be parked on the unpaved portion of any Unit or on any Private Street. Vehicles may not be parked on Private Streets or driveways so as to obstruct ingress and egress by Owners, their families, guests and invitees, except for the reasonable needs of emergency, construction or service vehicles, and then limited to as brief a time as possible. Except for the reasonable needs of emergency, construction, delivery or pickup, or service vehicles, no non-Passenger Vehicle with a capacity exceeding one ton is permitted to park on the Property for a period of time reasonably necessary for loading or unloading of personal property by an Owner, but not to exceed 24 hours (with a maximum of 24-hours cumulatively every 30 days, subject to prior written authorization by the Board of Directors). No person is allowed to cook or sleep in any Vehicle at any time or for any reason whatsoever when such Vehicle is located upon Property. Parking in Common Area parking lots is prohibited except when the vehicle owner is using the applicable amenity for the Common Area parking lot.

9.7. Vehicle Repair. No major repair, rebuilding, or maintenance of any Vehicle is permitted, except within an Owner's private enclosed garage. No non-operable Vehicle or any Vehicle without current license tags may be kept on any yard, driveway, or Private Street at any time.

9.8. Animals Kept as Pets. No livestock, animals or poultry of any kind may be kept on a Unit or in a Dwelling, except not more than two dogs, cats or other common household pets. All such animals must be confined at all times within the interior of the Dwelling or on a leash

under the direct supervision and control of the Owner. Owners must prevent their animals from barking or making loud or raucous noises that may disturb other Owners. The Board of Directors has the absolute power to prohibit an animal from being kept in a Dwelling.

All Units and lawns shall be kept clean and free of pet waste. Notwithstanding the foregoing, the maintaining of animals shall be subject to such rules and regulations as the Board of Directors may from time to time promulgate, including restrictions on the size, number and type of pets and the right to levy enforcement charges against persons who do not clean up after their pets.

9.9. Adverse Acts. No Owner may do any act or any work on the Property that impairs the structural soundness or integrity of the Owner's or another Dwelling, or impair any easement, or do any act or allow any condition to exist which will adversely affect other Dwellings or their Owners, or the Common Areas.

9.10. Garbage. All rubbish, trash, garbage, garbage cans or other receptacles, or unsightly debris must be kept so as not to be seen from neighboring Units or the Private Streets (except garbage cans or other receptacles may be placed at the curb for pick-up the evening before the collection day and removed before sundown on the collection day).

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9.11. Planting and Gardening. After January 1, 2011, no planting or gardening may be done, and no fences, hedges or walls may be erected or maintained upon the Property, except as installed by Declarant or a Builder in connection with the initial construction of Dwellings, or as approved by the Architectural Review Committee. No chain link boundary fences are allowed upon any Unit. No artificial vegetation, including flowers and trees, is permitted on the exterior of any residence or in the yard, except for door wreaths or holiday garlands. Any fences, hedges or walls erected before January 1, 2011, may not be replaced or repaired without prior written consent of the Architectural Review Committee.

9.12. Sound Devices. No speaker, horn, whistle, siren, bell or other sound device may be located, installed or maintained upon any Unit or the exterior of any Dwelling except voice intercoms and devices used exclusively for security purposes.

9.13. Illumination. No lights or other illumination (other than street lights) may be higher than the residence. Exterior holiday lights are permitted only between November 15 and January 31. Except for holiday lights, all exterior lighting must be white and not colored.

9.14. Garage Sales. No garage sales, sample sales or similar activities may be held other than as part of a neighborhood event approved by the Board of Directors.

9.15. Renting and Leasing. No Dwelling may be leased for less than six months without prior written consent of the Board of Directors. No Dwelling or part thereof may be rented or used for transient or hotel purposes, which is defined as (i) rental of less than six months duration or under which occupants are provided customary hotel services such as room service for food and beverage, maid service, the furnishing of laundry and linens, and similar services, or (ii)

rental to roomers or boarders, that is, rental to one or more persons of a portion of a Dwelling only. No lease may be of less than an entire Dwelling. All lease agreements must be in writing, require that the tenant and other occupants comply with this Declaration, provided that the lease is subject in all respects to this Declaration and to the rules and regulations adopted by the Board of Directors, and provide that the failure by the tenant to comply with the terms of this Declaration is a default under the lease. The Owner must notify the Board of Directors in writing of the name or names of the tenant or tenants and the time during which the lease term will be in effect before the lease term begins. The Owner remains liable for all obligations, including, but not limited to, the payment of Assessments under this Declaration with respect to the Dwelling.

9.16 Common Area Uses. The Common Areas, except for Areas of Owner responsibility, will be used in common by all Owners and occupants and their agents, servants, customers, invitees and licensees, in accordance with the purposes for which they are intended, reasonably suited and capable, and as may be required for the purpose of access, ingress to, egress from, use, occupancy and enjoyment of an Owner's Unit and Dwelling. Unless expressly provided in this Declaration, the Common Areas may not be used for any purpose other than the health, safety, welfare, convenience, comfort, recreation, or enjoyment of Owners. Each Owner will have (i) the right to exclusively use, occupy and enjoy the Limited Common Areas adjoining the Owner's unit, and (ii) the obligation to maintain such Limited Common Area (including, but not limited to, mowing, fertilizing and watering).

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9.17 Building Projection. No building or any part thereof may be nearer the street line than the building set-back lines, without the prior written consent of the Board of Directors and City approval.

9.18. Insurance Risks. Nothing may be done or kept in or on the Property that increases the rate of insurance payable by the Association or Individual Owners without the prior written consent of the Board of Directors. No Owner may permit anything to be done or kept on or in such Owner's Unit or Dwelling or the Common Areas that results in the cancellation of insurance on any Unit or Dwelling or any of the Common Areas, or which would be in violation of any law.

9.19. Exceptions From Use Restrictions. The foregoing covenants of this Declaration do not apply to the activities of Declarant or the Association. Declarant may maintain, while constructing and selling Dwellings, such facilities as it, in its sole discretion, may deem necessary or convenient, including, but not limited to, office, storage areas, model Dwellings and signs. Declarant may also grant such rights to Builders in connection with and during the construction and selling of Dwellings by Builders.

9.20. Association's Standards. The Association, acting through its Board of Directors, has authority to make and enforce standards and use restrictions applicable to the Property in addition to those contained in this Declaration, and to impose reasonable user fees for Common Area facilities, including, but not limited to, Vehicle storage areas and parking facilities, if any.

9.21. Occupants. All provisions of this Declaration and of any rules and regulations or

use restrictions adopted by the Board of Directors governing the conduct of Owners and providing for sanctions against Owners also apply to all occupants of Any Dwelling.

ARTICLE TEN
Architectural Control

10.1. Architectural Review Committee Design Guidelines. The initial Architectural Review Committee will be appointed by Declarant. From and after the Turnover Date, the Architectural Review Committee will be appointed by the Board of Directors. Declarant may develop such rules, regulations and guidelines ("Design Guidelines") as it deems necessary to preserve the values, appearance and purposes of the North Creek Village development as they may be defined in this Declaration. Declarant has the sole right and authority to modify, alter, amend, rescind and augment the Design Guidelines until the Turnover Date. From and after the Turnover Date, the Architectural Review Committee will have the authority to amend the Design Guidelines, subject to approval by the Board of Directors. Any amendment to the Design Guidelines is prospective only and will not apply to require modification to or removal of structures previously approved once the approved construction modification has begun.

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10.2. Purpose. The Architectural Review Committee will regulate the external design, appearance, use, location and maintenance of any Owner-occupied Unit and of Dwellings or other improvements on Units in such a manner to preserve and enhance the value of all Units within the Property and to maintain a harmonious relationship among the structures and the Property's natural vegetation and topography.

10.3. Conditions. No improvements, alterations, repairs, change of paint colors, excavations, changes in grade or other work that in any way alters the exterior of any Dwelling or the improvements located thereon from its natural or improved state existing on the date the Dwelling was first conveyed in fee by the Declarant to an Owner may be made or done without the prior written approval of the Architectural Review Committee, except as otherwise expressly provided in this Declaration. No building, fence, wall, residence, or other structure will be started, erected, maintained, improved, altered, made or done without the prior written approval of the Architectural Review Committee. The Design Guidelines are intended to provide guidance to the Architectural Review Committee, Owners and Builders regarding matters of particular concern to the development of the Property. The Design Guidelines are not the exclusive basis for decisions relating to the approval required by this ARTICLE TEN and compliance with the Design Guidelines does not guarantee approval of any application.

10.4. Procedure. If the Architectural Review Committee fails to approve, modify or disapprove an application in writing within 30 days after written plans and specifications have been submitted to it, in accordance with adopted procedures, approval of the application is deemed granted. The applicant may appeal an adverse Architectural Review Committee decision to the Board of Directors, which may reverse or modify the decision by a two-thirds vote of the Board of Directors. The Architectural Review Committee may adopt additional written procedures for submitting plans and specifications for review, and for appealing adverse decisions to the Board of Directors, subject to the approval of the Board of Directors.

ARTICLE ELEVEN
Minimum Dwelling Standards

11.1. Manufactured Homes. Each Manufactured Home placed on a Unit must meet the following minimum standards, as applicable:

a. Contain a minimum of 900 square feet of living space under heat.

b. Be "ground set" with a minimum 34 inch crawlspace from the top of the concrete pad to the bottom of the Manufactured Home's frame.

c. Be set on foundations meeting Housing and Urban Development Department ("HUD") qualifications for home and land financing, and be vented, accessed and installed to comply with HUD and local requirements.

d. All wheels, axles and hitches must be permanently removed.

e. Roofing will have a pitch between 4 to 12 inch and 7 to 12 inch and be covered with architectural style shingles. Roofing materials shall not be installed without prior written consent of the Architectural Review Committee who will require compliance with material specifications (for color, types of materials, and warranty periods) established in writing by the Board of Directors.

f. Gutters and splash blocks will be installed per HUD requirements.

g. Sided with a house-type siding consistent with standard local residential construct ion. Siding on the front of homes shall be horizontal, such as lap siding or similar design.

h. Unit and crawlspace drainage will be positive, meeting local requirements. All fill will be compacted to meet local requirements.

i. Must have a paved driveway able to provide of street parking for a minimum of two Passenger Vehicles. Must have a garage for at least one vehicle. The garage must be architecturally consistent with the Dwelling in material, color and size.

j. New lawns must be sodded, not planted from seed. Must have one tree from the approved tree list in a minimum size of 2 ½ inch caliper in the front yard.

k. Be approved in writing by the Architectural Review Committee.

11.2. Standard Construction Dwellings constructed on Units using standard construction techniques must meet the minimum standards for Manufactured Homes set out in subparagraphs a., c., e., f., g, h, j and k. of paragraph 11.1 above.

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ARTICLE TWELVE
Insurance

The Board of Directors will obtain and maintain, to the extent reasonably available at a reasonable cost the following insurance:

12.1. Casualty Insurance. Casualty Insurance naming the Association as insured for the benefit of the Owners in an amount equal to the full replacement value (i.e., 100% of "replacement cost' exclusive of land, foundation and excavation) of the exterior and structural portions of the structures and Improvements located upon the Common Areas and owned by the Association,

12.2. Liability Insurance. Public liability insurance, in such amounts and in such forms as may be considered appropriate by the Board of Directors, including, but not limited to, water damage, legal liability, hired automobile, non-owned automobile; liability for property of others, and any and all other liability incident to the use of the Common Areas, which policy will contain a "severability of interest" endorsement that will preclude the insurer from denying the claim of an Owner because of the negligent acts of the Association or Owner.

12.3. Worker's Compensation. Worker's compensation insurance to the extent necessary to comply with any applicable law.

12.4. Fidelity Insurance. Fidelity insurance against dishonest acts on the part of directors, managers, trustee, employees or volunteers of the Association responsible for handling funds collected and held for the benefit of the Owners, naming the Association as insured.

12.5. Other Insurance. Such other policies of insurance the Board of Directors deems necessary or desirable.

ARTICLE THIRTEEN
Annexations and Supplemental Declarations

13.1. Annexations by Declarant. Declarant reserves the unilateral right to subject all or any portion of any adjacent property, and any improvements now or hereafter situated on such adjacent property, to all the terms and provisions of this Declaration by filing one or more Supplemental Declarations. Any Supplemental Declaration will not require the consent of Class A Members and Declarant is entitled to unilaterally file such Supplemental Declaration at any time before the Turnover Date. Any Supplemental Declaration will be effective upon its filing of record, unless otherwise provided therein. A Supplemental Declaration may contain such additional covenants, conditions, restrictions and easements applicable solely to the annexed property as Declarant may determine to be necessary or desirable. In no event, however, may such Supplemental Declaration modify or add to the Covenants established by this Declaration unless this Declaration is amended as permitted by ARTICLE FOURTEEN of this Declaration,

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13.2. Annexations by Membership. On or after the Turnover Date, additional properties may be annexed by a vote of at least 67 percent of all votes cast by the Class A Members present at a meeting duly called for this purpose; written notice of which was sent to all Owners not less than 30 days or more than 60 days in advance of the meeting.

This ARTICLE THIRTEEN can not be amended or repealed without Declarant's prior written consent as long as the Declarant is a Class B Member.

ARTICLE FOURTEEN
General Provisions

14.1. Amendment. The Covenants will run with and bind the Property, and will inure to the benefit of and be enforceable by the Association, or any Owner. After Turnover, Owners representing 67 percent of the votes held by Class A Members may sign and record an Instrument abolishing or changing the Covenants, in whole or in part. No such instrument will be effective unless made and recorded at least six months in advance of its effective date, and no such change will be effective on less than 30 days' prior written notice to the Owners.

14.2. Amendment by Declarant. Declarant at its sole discretion, may abolish the Covenants or change them, in whole or in part. In addition, as long as Declarant is the Class B Member, Declarant has the right, but not the obligation, to amend or modify the Covenants to the extent Declarant, in its sole discretion, may deem necessary without providing notice to or obtaining the consent of any Class A Members. The Declarant will provide notice of the amended or modified Covenants to all Class A Members.

14.3. Amendment by Owners. Except as provided in paragraphs 14.1 and 14.2 of this ARTICLE FOURTEEN, the Covenants may be abolished, amended, or changed, in whole or in part, only with the consent of Owners representing at least 67 percent of the votes held by Class A Members and the Class B Member, to be evidenced by a document in writing bearing each of their signatures.

14.4. Enforcement. The Association or any Owner may enforce these Covenants against the Association or any Owner by a proceeding all in equity against any person or persons violating or attempting to violate any Covenant, either to restrain such violation or to recover damages or to enforce any lien created by this Declaration against the land. Failure by the Association or any Owner to enforce any Covenant is not a waiver of the right to do so thereafter. In addition to any other remedies provided in this Declaration, The Association shall have the right to establish reasonable rules and regulations, including provisions for levying of fines, for failure to comply with any such restriction, covenant, reservation, easement, Association Bylaws, and its rules and regulations.

14.5. Severability. Invalidation of any of these Covenants by judgment or court order will not affect in any way the other provisions contained herein, which will remain in full force and effect.

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14.6. Notices. All notices required to be given by this Declaration may be sent by first class mail: (i) addressed to the Association at the address of its registered agent or such other address as may be filed of record with the Director of Records; (ii) addressed to an Owner at the street address assigned to such Owner's Dwelling by the City and (iii) addressed to Declarant at 9300 Blue Ridge Blvd., Kansas City, Missouri 64138. Notice may be delivered by any other means if actually received by the intended recipient.

14.7. Captions. Captions for ARTICLES or paragraphs in this Declaration are inserted only for convenience and are not to be construed as defining, limiting, extending, or otherwise modifying or adding to the particular Article or paragraph to which they refer.

14.8. Limitation of Liability. The Association and Declarant will not be liable for any failure of any services to be obtained by the Association or Declarant, or paid for out of the Assessments levied upon Owners, or for injury or damage to person or property caused by the elements, or resulting from water which may leak or flow from any portion of the Common Areas, or from any wire, pipe, drain, conduit utility line or the like. The Association and Declarant will not be liable to any Owner for loss or damage, by theft or otherwise, of articles which may be stored upon the Common Areas. No diminution or abatement of Assessments may be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements to the Common Areas, or from any action taken by the Association and Declarant in accordance with any of the provisions of this Declaration, or with any law, ordinance, order, or directive of any municipal or other governmental or quasi-governmental authority. Neither the Association, the Declarant, nor any of their employees, agents, or consultants is responsible in any way for any defects in any plans or specifications submitted, revised or approved in accordance with this Declaration's provisions, nor for any structural or other defects in any work done according to such plans and specifications including, but not limited to, ponds and other water course related improvements, and Dwelling construction.

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14.9. Declarant's Successors. Any and all of Declarant's rights, reservations, interests, privileges and powers under this Declaration may be assigned and transferred by the Declarant, with or without notice to the Association.

14.10. Miscellaneous Expenses. Whenever an Owner, an Owner's tenant or an Owner's mortgagee requests any information pursuant to the terms of this Declaration, the Association's reasonable expenses incurred in providing the information will be paid by the party requesting same.

IN WITNESS WHEREOF, the Declarant has caused this instrument to be executed in its name and on its behalf by its members duly authorized as of the Effective Date.

BANNISTER REALTY COMPANY, INC.

By: Pamela K. Schweisberger
PAMELA K. SCHWEISBERGER

STATE OF MISSOURI)
)ss
COUNTY OF JACKSON)

On this 11th day of January, 2011, before me, Susanne M. Hammond, a Notary Public in and for said state, personally appeared Pamela K. Schweisberger, who is a Assistant Vice President of Bannister Realty Company, Inc., a Missouri corporation, known to me to be the person who executed the within Instrument on behalf of said limited liability company, and acknowledged to me that he/she executed the same as his/her free act and deed.

In Witness Whereof, I have hereunto set my hand and affixed my official seal in said County and State the day and year last above written.

Susanne M. Hammond
Notary Public

Susanne M. Hammond
(Printed Name)

My Commission Expires:
March 9, 2013

NOTARY PUBLIC NOTARY SEAL STATE OF MISSOURI

SUSANNE M. HAMMOND
My Commission Expires
March 9, 2013
Jackson County
Commission #09759641

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EXHIBIT A

DEFINITIONS

The following words have the following meanings when used in this Declaration or any Supplemental Declaration:

1. "Annual Assessment" means the amount to be determined annually by the Board of Directors and levied and assessed against each Unit as provided in ARTICLE SIX of this Declaration,

2. "Association" means North Creek Village Homeowners Association, not-for-profit corporation formed to manage and govern the Common Areas.

3. "Architectural Review Committee" means the committee established for the purposes provided in ARTICLE TEN of this Declaration.

4. "Articles of Incorporation" means the articles of incorporation for the Association filed with the Secretary of State of Missouri, incorporating the Association as a Missouri not-for-profit corporation, as amended from time to time.

5. "Board of Directors" will be the elected governing body of the Association as provided by the Articles of Incorporation and Bylaws.

6. "Builder" means any person or entity who purchases a Unit from the Declarant with the right, or subject to the obligation, to construct a Dwelling thereon. Declarant is deemed a Builder with respect to any Unit upon which Declarant undertakes to construct a Dwelling.

7. "Bylaws" means the Association's bylaws, as amended from time to time.

8. "City" means the City of Kansas City, Missouri.

9. "Class A Member" means each of those members of the Association designated as Owners.

10. "Class B Member" means the Declarant.

11. "Common Areas" means all real properly and the improvements thereon and appurtenances thereto shown as Common Areas on the Plat; including all Private Streets shown thereon, except the Units, Lots and Dwellings.

12. "Director of Records" the Director of Records in Platte County, Missouri.

13. "Dwelling" means the building, including garage, if any, consisting of one single family dwelling unit to be constructed or placed on each Unit or Lot; and including any other

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Structure authorized by the Board of Directors to be constructed or placed on a Unit or Lot.

14. "Limited Common Area" means the portion of the Common Area along the sides and behind each Unit over which the Owner has an exclusive easement to use, occupy and enjoy as side and back yards. Each Limited Common Area will be designated on the certificate of survey for the respective Unit.

15. "Members" means, collectively, the Class A Members and the Class B Member.

16. "Manufactured Home" means a single family dwelling as defined in Sections 700.010 to 700.500, RSMo. And the National Manufactured Home Construction and Safety Standards Act of 1974, Title VI of the Housing and Community Development Act of 1974 (42 U.S.C. 5401 et seq.)

17. "Owner" means the record owner, whether one or more persons or entities, of the fee simple title to a Unit. Declarant will not be an Owner until it becomes a Class A Member. The term "Owner" does not include any Builder, or a mortgagee unless and until the mortgagee has acquired fee simple title to a Unit pursuant to foreclosure or a proceeding in lieu of foreclosure.

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18. "Plat" means that subdivision plat of the Property titled "North Creek Village," recorded on November 1, 1999, as Document No. 0019047 in Book 19 at Page 136

19. "Pool Area" means the swimming pool, deck area, clubhouse and the adjacent parking lot developed as part of the Common Areas.

20. "Private Streets" means all streets and roadways within the Property that are private streets for the use of all Owners, their family, guests, tenants, and invitees and not dedicated to the City as public streets.

21. "Property" means the real property, including any improvements now or hereafter constructed thereon, subject to this Declaration. The Property includes that real property described in Exhibit B and such additional real property as may be subjected to this Declaration by the filing of one or more Supplemental Declarations.

22. "Special Assessment" means any amount determined by the Board of Directors in any year, applicable to that year only, assessed against each Unit as provided in paragraph 6.8 of ARTICLE SIX of this Declaration.

23. "Specific Assessment" means any amount determined by the Board of Directors to be assessed against individual Units as provided in paragraph 6.12 of ARTICLE SIX of this Declaration.

24. "Supplemental Declaration" means a document filed by the Declarant with the Director of Records subjecting additional real property to this Declaration.

25. "Unit" or "Lot" means a portion of the Property on which a Dwelling is or will be constructed, as determined by a certificate of survey provided at completion of the Dwelling and other improvements on the Unit or Lot. Each Unit or Lot will include a minimum of two feet from the outside of the Dwelling's exterior walls from the street to the rear of the Dwelling, and will be substantially rectangular in shape to the extent possible.

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EXHIBIT B

DESCRIPTION OF PROPERTY

A tract of land in the Southeast Quarter and the Southwest Quarter of Section 13, Township 52, Range 34, Kansas City, Platte County, Missouri, being described as follows: Beginning at the intersection of the West line of FERRILVIEW, a subdivision of land in Platte County, Missouri, and the Northerly right-of-way line of Missouri Route 291, as now established; thence North 89 Degrees 25 Minutes 53 Seconds West, along said Northerly right-of-way line of Missouri. Route 291, as now established; thence North 89 Degrees 25 Minutes 53 Seconds West, along said Northerly right-of-way line, 193.85 feet; thence North 54 Degrees 42 Minutes 46 Seconds West, along said Northerly right-of-way line, 108.16 feet; thence North 16 Degrees 52 Minutes 02 Seconds West, along said Northerly right-of-way line, 262.98 feet; thence North 44 Degrees 35 Minutes 28 Seconds West, along said Northerly right-of-way line, 253.85 feet; thence North 54 Degrees 48 Minutes 26 Seconds West, along said Northerly right-of-way line, 255.20 feet; thence North 71. Degrees 44 Minutes 14 Seconds West, along said Northerly right-of-way line, 185.89 feet; thence North 82 Degrees 57 Minutes. 51 Seconds West, along said Northerly right-of-way line, 568,22 feet t its intersection with the West line of the East 72.5 acres of the West 145 acres of said Southwest Quarter; thence North 00 Degrees 44 Minutes 05 Seconds East, along said West line, 1866.60 feet to a point on the North line of said Southwest Quarter; thence south 89 Degrees 41 Minutes 11 Seconds East, along the North line of said Southwest Quarter, 1473.58 feet to the West line of said FERRILVIEW, thence South 00 Degrees 15 Minutes 27 Seconds West, along said West line, 2630.19 feet to the Point of Beginning, containing 72.62 acres, more or less.

Also described as:

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All of NORTH CREEK VILLAGE a subdivision in Kansas City, Platte County, Missouri, according to the recorded plat thereof, including Tracts A, B, C and D, and including the following Units:

UNITS 190 through 192, inclusive, and UNITS 218 and 219, inclusive, of NORTH CREEK VILLAGE, a subdivision of land in Kansas City, Platte County, Missouri, as shown on the Certificate of Survey recorded August 6, 2004, in Book C, at Page 295, as Document No. 15478, together with the appurtenant easements ("Limited Use Easements") established by said recorded certificate of survey, and together with the appurtenant easements established in the Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements recorded July 2, 2003 as Document Number: 0018164 in Book 1008 at Page 0059,

UNITS 71 through 83, inclusive, of NORTH CREEK VILLAGE, a subdivision of land in Kansas City, Platte Comity, Missouri, as shown on the Certificate of Survey recorded December 10, 2004, in Book C, at Page 316, as Document No. 23964, together with the appurtenant easements ("Limited Use Easements") established by said recorded certificate of survey and together with the appurtenant easements established in the Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements recorded July 2, 2003 as Document Number 0018164 in Book 1008 at Page 0059,

UNITS 193 through 198, inclusive, and UNIT 212, of NORTH CREEK VILLAGE, a subdivision of land in Kansas City, Platte County, Missouri, as shown on the Certificate of Survey recorded August 6, 2004, in Book C, at Page 295, as Document No. 15478, together with the appurtenant easements ("Limited Use Easements") established by said recorded certificate of survey, and together with the appurtenant easements established in the Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements recorded July 2, 2003 as Document Number 0018164 in Book 1008, Page 0059,

UNIT 12 of NORTH CREEK VILLAGE, a subdivision of land in Kansas City, Platte County, Missouri, as shown on the Certificate of Survey recorded August 18, 2003, in Book C, at Page 204, as Document No. 23561,

UNIT 1 of NORTH CREEK VILLAGE, a subdivision of land in Kansas City, Platte County, Missouri, as shown on the Certificate of Survey recorded September 25, 2003, in Book C, at Page 218, as Document No. 27475.

UNIT 2 of NORTH CREEK VILLAGE, a subdivision of land in Kansas City, Platte County, Missouri, as shown on the Certificate of Survey recorded September 25, 2003, in Book C, at Page 217 as Document No. 27474.

UNIT 3 of NORTH CREEK VILLAGE, a subdivision of land in Kansas City, Platte County, Missouri, as shown on the Certificate of Survey recorded September 25, 2003, in Book C, at Page 216, as Document No. 27473.

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UNIT 4 of NORTH CREEK VILLAGE, a subdivision of land in Kansas City, Platte County, Missouri, as shown on the Certificate of Survey recorded August 8, 2003 in Book C at Page 198 as Document Number 22516.

UNIT 5 of NORTH CREEK VILLAGE, a subdivision of land in Kansas City, Platte County, Missouri, as shown on the Certificate of Survey recorded August 18, 2003 in Book C at Page 202 as Document Number 23559.

UNIT 6 of NORTH CREEK VILLAGE, a subdivision of land in Kansas City, Platte Missouri, as shown on the Certificate of Survey recorded August 8,2003 in Book C at Page 201 as Document Number 22519.

UNIT 7 of NORTH CREEK VILLAGE, a subdivision of land in Kansas City, Platte County, Missouri, as shown on the Certificate of Survey recorded August 8, 2003 in Book C at Page 199 as Document Number 22517.

UNIT 8 of NORTH CREEK VILLAGE, a subdivision of land in Kansas City, Platte County, Missouri, as shown on the Certificate of Survey recorded August 18, 2003 in Book C at Page 203, as Document Number 23560.

UNIT 9 of NORTH CREEK VILLAGE, a subdivision of land in Kansas City, Platte County, Missouri; as shown on the Certificate of Survey recorded August 8, 2003 in Book C at Page 200 as Document Number 22518.

UNIT 10 of NORTH CREEK VILLAGE, a subdivision of land in Kansas City, Platte County, Missouri, as shown on the Certificate of Survey recorded August 8, 2003 in Book C at Page 196 as Document Number 22514.

UNIT 11 of NORTH CREEK VILLAGE, a subdivision of land in Kansas City, Platte County, Missouri, as shown on the Certificate of Survey recorded September 25, 2003, in Book C, at Page 215 as Document No. 27472.

UNIT 13 of NORTH CREEK VILLAGE, a subdivision of land in Kansas City, Platte County, Missouri, as shown on the Certificate of Survey filed June 14, 2004, in Plat Book C, at Page 286, as Document No. 11535.

UNIT 14 of NORTH CREEK VILLAGE, a subdivision of land in Kansas City, Platte County, Missouri, as shown on the Certificate of Survey filed June 14, 2004, in Plat Book C, at Page 287, as Document No. 11536.

UNIT 15 of NORTH CREEK VILLAGE, a subdivision of land in Kansas City, Platte County, Missouri, as shown on the Certificate of Survey filed June 14, 2004, in Plat Book C, at Page 278, as Document No. 11527.

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UNIT 16 of NORTH CREEK VILLAGE; a subdivision of land in Kansas City, Platte County, Missouri, as shown on the Certificate of Survey filed June 14, 2004, in Plat Book C, at Page 279, as Document No. 11528.

UNIT 17 of NORTH CREEK VILLAGE, a subdivision of land in Kansas City, Platte County, Missouri) as shown on the Certificate of Survey filed June 14, 2004, in Plat Book C, at Page 280, as Document No. 11529.

UNIT 18 of NORTH CREEK VILLAGE, a subdivision of land in Kansas City, Platte County, Missouri, as shown on the Certificate of Survey filed June 14, 2004, in Plat Book C, at Page 281, as Document No. 11530.

UNIT 19 of NORTH CREEK VILLAGE, a subdivision of land in Kansas City, Platte County, Missouri, as shown on the Certificate of Survey filed June 14, 2004, in Plat Book C, at Page 282, as Document No. 11531.

UNIT 20 of NORTH CREEK VILLAGE, a subdivision of land in Kansas City, Platte County, Missouri, as shown on the Certificate of Survey filed June 14, 2004, in Plat Book C, at Page 283, as Document No. 11532.

UNIT 69 of NORTH CREEK VILLAGE, a subdivision of lend in Kansas City, Platte County, Missouri as shown on the Certificate of Survey recorded October 7, 2003, in Book C, at Page 221 as Document No, 28499.

UNIT 70 of NORTH CREEK VILLAGE, a subdivision of land in Kansas City, Platte County, Missouri, as shown on the Certificate of Survey recorded October 7, 2003 in Book C, at Page 222 as Document No. 28500.

UNIT 84 of NORTH CREEK VILLAGE, a subdivision of land in Kansas City, Platte County, Missouri, as shown on the Certificate of Survey recorded October 7, 2003, in Book C, at Page 223 as Document No. 28501.

UNIT 85 of NORTH CREEK VILLAGE, a subdivision of land in Kansas City, Platte County, Missouri, as shown on the Certificate of Survey recorded October 7, 2003, in Book C, at Page 224 as Document No. 28502.

UNIT 86 of NORTH CREEK VILLAGE, a subdivision of land in Kansas City, Platte County, Missouri, as shown on the Certificate of Survey recorded October 7, 2003, in Book C, at Page 225 as Document No. 28503.

UNIT 87 of NORTH CREEK VILLAGE, a subdivision of land in Kansas City, Platte County, Missouri, as shown on the Certificate of Survey recorded October 7, 2003, in Book C, at Page 226 as Document No. 28504.

UNIT 174 of NORTH CREEK VILLAGE, a subdivision of land in Kansas City, Platte County, Missouri, as shown on the Certificate of Survey filed December 15, 2003, in Plat Book C, at Page 244, as Document No. 33604.

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UNIT 199 of NORTH CREEK VILLAGE, a subdivision of land in Kansas City, Platte County, Missouri, as shown on the Certificate of Survey filed December 15, 2003, in Plat Book C, at Page 245, as Document No. 33605.

UNIT 200 of NORTH CREEK VILLAGE, a subdivision of land in Kansas City, Platte County, Missouri, as shown on the Certificate of Survey filed December 15, 2003, in Plat Book C (or Book 3), at Page 246, as Document No. 33606.

UNIT 201 of NORTH CREEK VILLAGE, a subdivision of land in Kansas City, Platte County, Missouri, as shown on the Certificate of Survey filed December 15, 2003, in Plat Book C (or Book 3), at Page 247, as Document No. 33607.

UNIT 202 of NORTH CREEK VILLAGE, a subdivision of land in Kansas City, Platte County, Missouri, as shown on the Certificate of Survey recorded December 15, 2003, in Book C, at Page 248, as Document No. 33608.

UNIT 203 of NORTH CREEK VILLAGE, a subdivision of land in Kansas City, Platte County, Missouri, as shown on the Certificate of Survey filed December 15, 2003, in Plat Book C, at Page 249, as Document No, 33609.

UNIT 204 of NORTH CREEK VILLAGE, a subdivision of land in Kansas City, Platte County, Missouri shown on the Certificate of Survey filed December 15, 2003, in Plat Book C, at Page 250, as Document No. 33610.

UNIT 205 of NORTH CREEK VILLAGE, a subdivision of land in Kansas City, Platte County, Missouri, as shown on the Certificate of Survey filed December 15, 2003, in Plat Book C, at Page 251, as Document No. 33611.

UNIT 206 of NORTH CREEK VILLAGE, a subdivision of land in Kansas City, Platte County, Missouri, as shown on the Certificate of Survey filed December 15, 2003, in Plat Book C, at Page 252, as Document No. 33612.

UNIT 207 of NORTH CREEK VILLAGE, a subdivision of land in Kansas City, Platte County, Missouri, as shown on the Certificate of Survey filed December 15, 2003, in Plat Book C, at Page 253, as Document No. 33613.

UNIT 213 of NORTH CREEK VILLAGE, a subdivision of land in Kansas City, Platte County, Missouri, as shown on the Certificate of Survey filed November 20, 2003, in Plat Book C, at Page 240, as Document No. 31998.

UNIT 214 of NORTH CREEK VILLAGE, a subdivision of land in Kansas City, Platte County, Missouri, as shown on the Certificate of Survey filed August 6, 2004, in Plat Book C, at Page 295, as Document No. 15478.

UNIT 215 of NORTH CREEK VILLAGE, a subdivision of land in Kansas City, Platte County, Missouri, as shown on the Certificate of Survey filed August 6, 2004, in Plat Book C, at Page 295, as Document No. 15478.

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UNIT 216 of NORTH CREEK VILLAGE, a subdivision of land in Kansas City, Platte County, Missouri, as shown on the Certificate of Survey filed August 6, 2004, in Plat Book C, at Page 295, as Document No, 15478.

UNIT 217 of NORTH CREEK VILLAGE, a subdivision of land in Kansas City, Platte County, Missouri, as shown on the Certificate of Survey filed August 6, 2004, in Plat Bock C, at Page 295, as Document No. 15478.

UNIT 220 of NORTH CREEK VILLAGE, a subdivision of land in Kansas City, Platte County, Missouri, as shown on the Certificate of Survey recorded October 7, 2003, in Book C, at Page 227 as Document No. 28505.

UNIT 221 of NORTH CREEK VILLAGE, a subdivision of land in Kansas City, Platte County, Missouri, as shown on the Certificate of Survey recorded August 18, 2003 in Book C at Page 205 as Document Number 23562.

UNIT 222 of NORTH CREEK VILLAGE, a subdivision of land in Kansas City, Platte County, Missouri, as shown on the Certificate of Survey recorded August 18, 2003 in Book C at Page 206 as Document Number 23563.

UNIT 223 of NORTH CREEK VILLAGE, a subdivision of land in Kansas City, Platte County, Missouri, as shown on the Certificate of Survey recorded August 18, 2003 in Book C at Page 207 as Document Number 23564.

UNIT 224 of NORTH CREEK VILLAGE, a subdivision of land in Kansas City, Platte County, Missouri, as shown on the Certificate of Survey filed November 20, 2003, in Plat Book C, at Page 239, as Document No. 31997.

UNIT 225 of NORTH CREEK VILLAGE, a subdivision of land in Kansas City, Platte County, Missouri, as shown on the Certificate of Survey filed November 20, 2003, in Plat Book C, at Page 238, as Document No. 31996.

UNIT 226 of NORTH CREEK VILLAGE, a subdivision of land in Kansas City, Platte County, Missouri, as shown on the Certificate of Survey filed November 20, 2003, in Plat Book C, at Page 237, as Document No. 31995.

UNIT 227 of NORTH CREEK VILLAGE, a subdivision of land in Kansas City, Platte County, Missouri, as shown on the Certificate of Survey filed November 20, 2003, in Plat Book C, at Page 236, as Document No. 31994.

UNIT 228 of NORTH CREEK VILLAGE, a subdivision of land in Kansas City, Platte County, Missouri, as shown on the Certificate of Survey filed November 20, 2003, in Plat Book C, at Page 235, as Document No. 31993.

UNIT 229 of NORTH CREEK VILLAGE, a subdivision of land in Kansas City, Platte County, Missouri, as shown on the Certificate of Survey recorded August 8, 2003 in Book C at Page 197 as Document Number 22515.

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UNIT 230 of NORTH CREEK VILLAGE, a subdivision of land in Kansas City, Platte County, Missouri, as shown on the Certificate of Survey recorded August 18, 2003 in Book C at Page 208, as Document Number 23565.

UNIT 231 of NORTH CREEK VILLAGE, a subdivision of land in Kansas City, Platte County, Missouri, as shown on the Certificate of Survey recorded June 14, 2004, in Book C, at Page 284, as Document No, 11533.

UNIT 232 of NORTH CREEK VILLAGE, a subdivision of land in Kansas City, Platte County, Missouri, as shown on the Certificate of Survey recorded June 14, 2004, in Book C, at Page 285, as Document No. 11534.

UNIT 233 of NORTH CREEK VILLAGE, a subdivision of land in Kansas City, Platte County, Missouri, as shown on the Certificate of Survey recorded August 18, 2003 in Book C at Page 209 as Document Number 23566.

UNIT 234 of NORTH CREEK VILLAGE, a subdivision of land in Kansas City, Platte County, Missouri, as shown on the Certificate of Survey recorded August 18, 2003 in Book C at Page 210 as Document Number 23567.

UNIT 235 of NORTH CREEK VILLAGE, a subdivision of land in Kansas City, Platte County, Missouri, as shown on the Certificate of Survey filed November 20, 2003, in Plat Book C, at Page 234, as Document No. 31992.

UNIT 236 of NORTH CREEK VILLAGE, a subdivision of land in Kansas City, Platte County, Missouri, as shown on the Certificate of Survey filed November 20, 2003, in Plat Book C, at Page 233, as Document No. 31991.

UNIT 237 of NORTH CREEK VILLAGE, a subdivision of land in Kansas City, Platte County, Missouri, as shown on the Certificate of Survey Bled November 20, 2003, in Plat Book C, at Page 232, as Document No, 31990.

UNIT 238 of NORTH CREEK VILLAGE, a subdivision of land in Kansas City, Platte County, Missouri, as shown on the Certificate of Survey filed November 20, 2003, in Plat Book C, at Page 231, as Document No. 31989.

A tract of land lying partially in the Southeast Quarter of Section 13, Township 52, Range 34 and lying partially in the Southwest Quarter of Section 13, Township 52, Range 34, all in Platte County, Missouri, more particularly described as follows:

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Commencing at the Southeast corner of the Southwest Quarter of said Section 13 (Found 2-3/4" Brass Monument); thence North 00 degrees 44' 39" East, along the East line of the Southwest Quarter of said Section 13, a distance of 690.01 feet to the intersection of said East line and the North line of a tract of land as shown by survey dated May 25, 1970 by Robert L. Buford, said point being the point of beginning of said expansion tract; thence North 89 degrees 36' 51" West, along the North line of said surveyed tract, a distance of 233.67 feet; thence North 00 degrees 16' 03" East, along the prolongation of the West line of said surveyed tract, a distance of 280.00 feet; thence South 89 degrees 36' 51" East, a distance of 236.00 feet to a point on the East line of the Southwest Quarter of said Section 13; thence continuing South 89 degrees 36' 51" East, a distance of 14.00 feet; thence South 00 degrees 16' 03" West, a distance of 280.00 feet to the Northeast corner of said surveyed tract (Found ½" Iron Bar, LS#1958, 0.13'E and 0.15'S)thence North 89 degrees 36' 51" West, along the North line of said surveyed tract, a distance of 16.33 feet to the point of beginning.

Lots 175, 187, 188, and 189 NORTH CREEK VILLAGE, a subdivision in Kansas City, Platte County, Missouri.

Lots 22, 23, 24, 25, 26, 91, 93, 102, 103, 104, 105, 106, 107, 178, 179, 180, 181, 182, 183, 184, 185 & 186, NORTH CREEK VILLAGE, a subdivision in Kansas City, Platte County, Missouri.

Lots 176 & 177, NORTH CREEK VILLAGE, a subdivision in Kansas City, Platte County, Missouri.

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