

**North Creek Village HOA**

**Welcome Package**

**Clubhouse:**

**12105 North Pomona Avenue**

**Kansas City, MO 64163**

**Management:**

**Kansas City Property Solutions**

**816-285-6531 (M-F 9am-5pm)**

**[info@kansascitypropertysolutions.com](mailto:info@kansascitypropertysolutions.com)**

**[www.kcpropsolutions.com](http://www.kcpropsolutions.com)**

**Neighborhood Bulletin Board & Forms Location:**

**[www.eneighbors.com](http://www.eneighbors.com)**

**Dues as of 2018: \$160/mo**

**Please see packet for all other info**



Kansas City Property Solutions

North Creek Village HOA

Managed by: Kansas City Property Solutions

PO Box 25364 KC MO 64119 / 816-285-6531/ [info@kansascitypropertysolutions.com](mailto:info@kansascitypropertysolutions.com)

**Welcome to North Creek Village!**

We want to welcome you from Kansas City Property Solutions, LLC, we are the managers of North Creek Village Homes Association. We look forward to building a relationship with you and your family as we work together with the Board Members and Home Owners.

**Log in:** You will be able to log into your Owner Portal on our management software directly and see your account, pay dues, put in a request, etc.

**PAY YOUR DUES ONLINE:** with credit, debit or checking account (checking account is free, 2.95% is charged on a CC fee), and even set up recurring monthly payments for your HOA dues.

We need your email address to set this up. Just send this request to: [info@kansascitypropertysolutions.com](mailto:info@kansascitypropertysolutions.com)

We will CONTINUE to use eNeighbors as well and keep all info on this site (you will need to request a code if its is your first time logging in, just email us at [info@kansascitypropertysolutions.com](mailto:info@kansascitypropertysolutions.com) for this as well visit : <https://www.eneighbors.com/p/northcreekvillage>

**How to contact us:**

email: [info@kansascitypropertysolutions.com](mailto:info@kansascitypropertysolutions.com)

office: 816-285-6531 (M-F 9am-5pm)

go online: [www.kcpropsolutions.com](http://www.kcpropsolutions.com)

Mailing address: KCPS PO Box 25364 Kansas City, MO 64119

**\*\*\*\*\*Please see welcome packet for further information and visit eNeighbors for copies of your Neighborhood guidelines, CCRs, and more!\*\*\*\*\***

# What do my 'Dues' do?!

## North Creek Village Amenities List

(See budget for detailed expenses & income)

- **Clubhouse Access & Use** (Use for free, deposit required & returned if clean)
- **Clubhouse Cleaning & supplies** (monthly cleaning, paper towels, TP, etc.)
- **Clubhouse Internet** (for security cameras & internet)
- **Pool Access during Summer**
- **Pool Gates, Fences & Maintenance**
- **Exercise Room** (in clubhouse)
- **Lawn Care** (common & all personal yards except for fenced yards)
- **Snow & Ice Treatment &/or Removal** (if more than 2" at airport)
- **Property Management** (collecting, paying bills, maintaining bank, so much more!)
- **Attorney's fees** (to collect past dues, water bills, or pursue violations)
- **Utilities** (Clubhouse Year Round)
- **Utilities & Street Lights** ( street light bill & rental of poles since not city maintained area, over \$1200/mo )
- **Water Bill for ALL NCV to KCMO Water** (HOA pays all water bills and attempts to collect from homeowners and reimburse HOA, can be a large amount fronted at a time)
- **Maintenance** (Clubhouse, Pool, water systems-street & public)
- **Street repairs & maintenance** (since not maintained by KCMO)
- **Taxes** (common, clubhouse & association)
- **Creek, common areas & tree maintenance** (owner responsible flowerbeds of home)
- **Neighborhood Damage** (sewer lids, dumping, common area erosion, common area cleaning and trash)
- **Key cards, mailings, Welcome Packets, signs, title paperwork & invoices**



## **WATER**

### **North Creek Village HOA (NCV HOA) Water Billing**

- Water is paid by NCV HOA directly to KCMO Water through one large bill.
- The homeowners are then billed individually using meters on their homes that are owned by the HOA (prev owned by Meternet) and are billed through the property management company KCPS.

The water bills statement is combined with your HOA dues account. It is automatically set up when you set up your HOA info (we will need your email and phone number).

Contact us at:

(816)-285-6531

[info@kansascitypropertysolutions.com](mailto:info@kansascitypropertysolutions.com)

There is a water shut off policy in place as well, so please review this attached to your welcome package or at: [www.eneighbors.com](http://www.eneighbors.com) (contact us to request your eneighbors log in)

## **Electric**

Evergy

**Customer Service: (816) 471-5275 or (888) 471-5275**

<https://www.evergy.com/>

## **Gas**

**SPIRE, formerly MGE (not all homes in NCV have Gas)**

<https://www.spireenergy.com/welcome-mge-customers#>

**1-800-582-1234**

## **Trash**

City of Kansas City provides 'free' trash pick up weekly. Contact them at 311 for any questions or concerns.

## Procedures Relative to the Collection of Utility Service Fees North Creek Village Homeowners Association

WHEREAS, Article 6, Section 6.10 of the Amended and Restated DCCRs grants the Board of Directors the authority to enforce payment of assessments by means of charging interest and fees, foreclosing the lien against any unit for which assessments are not paid or bringing an action at law against the owner personally obligated to pay the same: and,

WHEREAS, Article 8, Section 2(G) of the Amended and Restated DCCRs provides that the Board of Directors may enforce collecting the Unit's pro rata share of monthly usage of water and sewer service in the same manner as monthly installments of the Annual Assessment; and,

WHEREAS, Article 2, Section 2.2 & 2.4 of the Amended and Restated DCCRs provides that the Association has the right of entry and access to, over, under, upon and through the common area and all Units to perform its obligations including utility services; and,

WHEREAS, there is a need to establish orderly procedures for the billing and collection of said utility service fees; and,

WHEREAS, the Board of Directors desires to establish these procedures in conformity with the Declaration, the Bylaws, and as otherwise provided by law;

NOW, THEREFORE, LET IT BE RESOLVED THAT the Board of Directors, on behalf of the Association, duly adopts the following procedures for water service:

The North Creek Homeowners Association Board of Directors has decided it is in the best interest of the Association to establish a defined water service fee collection policy effective 6/6, 2018.

The due date for Association utility service fees has not changed and, all payments remain due on the 10th day of each month, and will be considered delinquent if not received by the 13th day of each month. Payments that are not received by the 13th day of the month will be charged a \$15 late fee. Correspondence will be mailed from the North Creek Board of Directors (or its agent) indicating a past due balance and communicating the assessment of a \$15 late fee.

Accounts that remain unpaid - 1 month (30 days delinquent)

Correspondence will be mailed from the Board of Directors (or its agent) indicating a past due balance, including an additional \$25 late fee. There is no requirement for the Association to accept partial payments nor resume service upon the receipt of a partial payment. Regulations pertaining to the Federal Fair Debt Collection Act will be addressed.

Accounts that remain unpaid - 2 months (60 days delinquent)

Correspondence will be mailed from the managing agent demanding payment of all past due balances, including late fees. An additional \$25 late fee will be applied. The notice shall state the specific date after which service will be turned off, and that turn off date shall be ten (10) days or more from the date of the notice. No less than ten (10) or more from the date of the notice. No less than ten (10) days prior to a shut off that was previously identified to the customer, the Association shall remind the customer of the scheduled shutoff by: (1) attempting to communicate with customer with a telephone call; and (2) placing a hangtag on the exterior of the residence. After these notifications, if the outstanding balance due is not paid in full, the water service will be locked off and a \$200 fee applied. Should the lock be vandalized, tampered with or removed the Association may (1) impose a \$300 fee; and (2) charge the customer for the cost of a lock replacement with an additional charge up \$200; and (3) determine that water service will not be

reactivated to the offending customer even if payment of the sum due is received. Correspondence also will indicate that if payment is not made, a lien will be filed against the unit and collection efforts will be initiated. All lien fees and collection charges will be added to the delinquent account, including, but not limited to, reasonable attorney's fees. There is no requirement for the Association to accept partial payments nor resume service upon the receipt of a partial payment. Regulations pertaining to the Federal Fair Debt Collection Act will be addressed.

Accounts that remain unpaid - 3 months (90 days delinquent)

Liens will be filed. An additional \$25 late fee will be assessed, the Platte County lien-filing release charge of \$54 and a lien-processing fee of \$150.00 will be added to each account. The association may retain an attorney to proceed with further legal action, including but not limited to, foreclosing on the owner's property, or filing a lawsuit, or both, against the owner in order to collect the owner's past due assessments, late fees, interest, costs of collection and attorney's or other legal fees. The lien will also include any delinquent Home Owner Association dues or other assessments. Additionally, the water service will remain locked off until payment in full is received and the Association has not found the commission of a crime or fraud has occurred.

Payments received

Payments are applied toward outstanding balances in the following order: (1) Legal fee expenses; (2) Fines; (3) Late Fees; (4) Interest and (5) Dues/Water/Sewer/etc. The Association's retention of a partial payment does not constitute a waiver of the Board's authority to foreclose on the owner's property to take action against the owner to collect the outstanding balance.

Please remember that any account may be prepaid and that automatic dues withdrawal is available, at no additional cost to North Creek HOA members. Please contact Kansas City Property Solutions at (816) 285-6531 to sign up.

Adopted on: June 6th 2018 (date)

Signed: R. F. Meier (Board President)

The board would like to thank all members who pay their utility service fees in a timely manner. This notice is being sent to all members to fulfill the Board's responsibility and commitment to communicate its adopted policies. Thank you for your attention to this issue.

Should you have any questions regarding this notice, please feel free to contact Kansas City Property Solutions at (816)285-6531.

**RESOLUTION OF THE BOARD OF DIRECTORS OF NORTH CREEK VILLAGE HOME OWNER'S ASSOCIATION**

**Initiation Fee**

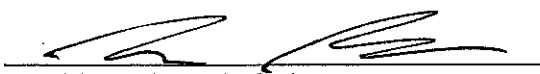
WHEREAS, Article 6.15 of the Declaration and Declaration of Restrictions for North Creek Village, as amended, (hereafter "Declaration and Restrictions") grants the Board of Directors of the North Creek Village Home's Association ("Association") with the power to establish and collect an Initiation Fee as an additional funding source;

WHEREAS, the Board of Directors desires to promote the financial welfare of the Association;

LET IT BE RESOLVED that the following initiation fee procedure will be followed:

1. **Effective Date.** This initiation fee shall become effective May 1<sup>st</sup>, 2021 and cover transfers of ownership occurring after the effective date, no retroactive initiation fees will be imposed.
2. **Responsibilities of Parties.** 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. Such initiation fee shall be in addition to the annual assessment otherwise payable to the Association with respect to such Unit.
3. **Fee Amount.** \$500.00
4. **Exempt Transfers.** No Initiation Fee shall be levied upon transfer of title to a Unit in the following circumstances:
  - a. A transfer to the Owner's estate, surviving spouse, or heirs at law upon the death of the Owner;
  - b. A transfer 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,
  - c. A transfer to a Person who takes title to a Unit under a beneficiary deed; or
  - d. A transfer 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)

Adopted by the Board of Directors this 13 day of April, 2021

  
\_\_\_\_\_  
President - Board of Directors

Printed Name: Ryan Blair

  
\_\_\_\_\_  
Member - Board of Directors

Printed Name: Ricci Realloue

## **www.eNeighbors.com**

Registration directions below:

1. Go to [www.eNeighbors.com](http://www.eNeighbors.com)
2. Search for your home street address
3. Select your street address from the list of suggestions
4. Click the "Sign Up" button shown on the map
5. Complete the form and click "Sign Up"
6. You will need an invitation code from the property management company.  
Email [info@kansascitypropertiesolutions.com](mailto:info@kansascitypropertiesolutions.com) for this
7. When you have an Invitation Code, check the box that says, "I have an Invitation Code" on the registration form, then enter your 6-digit Invitation Code.  
Invitations are typically sent in the mail as a way of validating your residency. If you do not have a code, access to your neighborhood website will be withheld temporarily until your residency can be verified by eNeighbors.
7. Check your email inbox to confirm your email address.

\*Important: You will not have access to your account until you confirm your email address



# NORTH CREEK VILLAGE POOL and CLUBHOUSE KEY CARD REGISTRATION FORM

*Note: All information gathered is strictly for North Creek Village Homes Association use only. Please complete and return this form to Kansas City Property Solutions, mail: P.O. BOX 25364 – Kansas City, Mo. 64119 (Phone – 816-285-6531) or email: [info@kansascitypropertysolutions.com](mailto:info@kansascitypropertysolutions.com)*

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Work Phone: \_\_\_\_\_

Cell/Alt. Phone: \_\_\_\_\_

Primary email Address: \_\_\_\_\_

Secondary email Address: \_\_\_\_\_

Number of children: \_\_\_\_\_

Ages of children: \_\_\_\_\_

Card Number: \_\_\_\_\_

(Office will fill in - Imprinted on back of key fob)

\_\_\_\_\_ I understand that there is ONE key card issued per residence. If my key card is lost or stolen, I will immediately contact the Property Manager, to issue a new card and will pay the replacement cost prior to receiving my replacement card.

\_\_\_\_\_ I understand that the key card is permanent and assigned to the home, and must be transferred to the new owner should I sell my home.

\_\_\_\_\_ My key will not be activated/deactivated until my account is current and this form has been completed and returned via mail or email ([info@kansascitypropertysolutions.com](mailto:info@kansascitypropertysolutions.com))

\_\_\_\_\_ I have read, understand and agree to abide by the North Creek Village pool rules, and regulations associated with New KeyCard Access System and use of the community pool and clubhouse. Please sign below and return.

Signature of Owner \_\_\_\_\_ Date: \_\_\_\_\_

## INFORMATION FOR RENTAL HOMES

I rent my home, located at \_\_\_\_\_ I am  
forfeiting my rights to use the North Creek Village Homes Association pool and  
clubhouse, and am giving those to my tenant(s):

\_\_\_\_\_.

In addition to the above rules and regulations, I additionally:

\_\_\_\_\_ have provided the pool rules and agreement page to my tenants.

\_\_\_\_\_ understand that damage or rule violations will be reported to both the tenant,  
and the Owner of the home.

\_\_\_\_\_ have provided contact information for both the Owner, and the Tenant.

Signature of Owner \_\_\_\_\_ Date: \_\_\_\_\_

Owner's Address: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Work Phone: \_\_\_\_\_

Cell/Alt. Phone: \_\_\_\_\_

Primary email Address: \_\_\_\_\_

Signature(s) of Tenant(s): \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_

## NORTH CREEK VILLAGE POOL RULES - 2020

1. This is your community pool. Please treat it as an extension of your own backyard and clean up after yourself.
2. SWIM AT YOUR OWN RISK.
3. The North Creek Village Pool hours are 9:00 a.m. to 9:00 p.m.
4. No lifeguard will be on duty throughout the hours of operation. Again swim at your own risk.
5. An electronic access card will be issued only after dues are paid in full. Replacement keys will cost \$25.00.
6. Residents shall be responsible for making the rules of the pool known to guests and their children, and are responsible for any damages or acts of vandalism. Guests are limited to 6 per household, per visit, and must be accompanied by a North Creek Village adult. The number of guests is subject to change as the community grows. No child under the age of 16 will be allowed to enter the pool without a parent or guardian (18 years or older). Adults without a pool card will not be allowed in the pool area. Residents will be responsible for their guests' actions.
7. Make sure all lights in the clubhouse are turned off and the gates are secure when you leave.
8. Lost and found is located inside the clubhouse.
9. There will be a three strike rule in response to flagrant violations of pool rules, improper behavior, etc. There will be a warning each time documented by Kansas City Property Solutions and reported to the Board of Directors. After three strikes, pool access will be terminated until mediation can be established at the next available meeting of the Board of Directors along with the homeowner, or for the remainder of the pool season.
10. Because we want the pool to be as safe as possible, please observe the following list of prohibited items/actions inside the pool area:
  - NO GLASS, gum, bicycles, roller blades or skates, non-pool toys, or pets. No smoking or dangerous activity such as diving, excessive horseplay, or running. Food is allowed at the tables. No food or drink is allowed at the edge of the pool or in the pool.
11. North Creek Village authorized persons (i.e. board members, Kansas City Property Solutions) will have the authority to enforce the rules, deny use, or expel any person who does not comply. Profanity, improper behavior, and vulgar remarks are prohibited and are grounds for expulsion. In extreme cases 911 will be called. Pool access cards may be terminated for rule infractions. Rules are subject to change, without notice, upon approval of the Board of Directors.
12. Out of courtesy and concern for North Creek Village residents, please do not use the pool if you have any kind of communicable or infectious disease. Reasonable cleanliness and good hygiene is expected.
13. Children aged 5 and under must be with an accompanying adult to be allowed in the pool. All children in diapers must wear special swim diapers.

14. For music or other audible entertainment either headphones must be used or volume must be kept a level so as not to disturb others. Acceptable volume levels may be established on a case by case basis at the discretion of North Creek Village authorized persons (i.e. board members, Kansas City Property Solutions).
15. One-person rafts are allowed unless the pool is too crowded or the rafts are causing a problem for others.
16. All swimmers must wear proper swim attire – No cutoff jeans.
17. No pets are allowed in the pool area and are not to be tied to the pool fence.
18. All residents must leave the pool area upon the first sign of a thunderstorm.
19. All residents shall behave in a manner appropriate for a family environment.
20. Only toys specifically meant for water will be allowed. No balls allowed other than NERF balls.
21. North Creek Village will not be held responsible for any accidents or injuries caused by “horseplay” or other inappropriate behavior. Parents/Guardians are responsible for the behavior of their children. Pool keys are distributed only to North Creek Village homeowners that are current on dues. We ask that you do not let anyone into the North Creek Village pool unless they have a key card in hand and keep the pool gate closed at all times in accordance with Kansas City Municipal Code. If you are caught allowing access to unauthorized persons, your pool privileges will be revoked. No one is to tamper with the gate locks.

**\* Key cards are assigned per home, and must be transferred to new owners if a home is sold. Cards will be cut off for non-payment of dues and/or fines. If you are the first owner of a newly constructed home or have lost your pool key, you will need to contact Kansas City Property Solutions at [816-285-6531](tel:816-285-6531). Replacement keys are \$25.00 and will be mailed to residents who are current on dues. Any lost card will be deactivated upon notification of loss or theft.**

**\*Please remember it is the responsibility of all homeowners to follow all posted rules and also make sure all guests are also following the rules for the safety and enjoyment of all residents.**

Thanks and have a great summer!

**Important Pool Contact Information:**

**Kansas City Property Solutions – 816-285-6531**

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Signature of Owner/Tenant

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Date

Pool rules:

**No lifeguard on duty, swim at your own risk.**

**This is a private pool.**

**All persons using the pool must do so at their own risk.**

**Owners and management are not responsible for accidents or injuries.**

**Pool hours are 9am to 9pm.**

**Pool capacity is 75.**

No glass containers in the pool area.

No animals/pets allowed in pool area

No diving, running, pushing, or dangerous horse play

Infants or children not toilet trained must wear swim diapers. Disposable diapers are not permitted in the pool.

All persons under the age of 12 must be accompanied by a parent or legal guardian.

No smoking except in the designated smoking areas outside the pool gate.

No food is allowed in or around the edge of the pool. All food must be near or at the tables. Please keep food covered to prevent bugs and other animals from being drawn to the common areas.

No one under the age of 18 is allowed in or on the side of the pool with a drink.

Only proper swimwear is allowed: No streetwear is allowed in the pool.

No safety or rescue equipment is to be removed from the pool area.

Any person known or reasonably suspected to have a communicable disease; skin lesions; sore or inflamed eyes reasonably believed to have been caused by a communicable disease; or mouth, throat, nose, or ear discharges, shall be restricted from entering the pool and pool common areas. Do not enter the pool area if you have a fever.

Management and/or the Pool manager reserves the right to deny use of the pool to anyone at any time.

Residents may have a reasonable number of guests, provided their presence does not overcrowd the pool. In the situation that the pool becomes overcrowded, the guests will be asked to leave.

Radios and music players are allowed at a reasonable volume

All residents and guests must clean up/pick up after themselves. Do not leave wrappers, food, cans or packages in the common areas. Brooms and dustpans are available upon request.

*North Creek Village  
Homes  
Association  
Architectural Committee  
Review Handbook*

*Completed request forms may be sent via email to [info@kansascitypropertysolutions.com](mailto:info@kansascitypropertysolutions.com),  
or mailed to PO Box 25364 Kansas City MO. 64119*

### **Important Community Phone Numbers**

*Ambulance/Emergency/Fire/Police            911*

*Kansas City Police Department – Non-Emergency            816-437-6200*

*Platte County Court House            816-858-3392*

*Reporting Lights Out/Street Light Repair            816-414-5300*

*Post Office            816-242-2002*

*Evergy            816-471-5275*

*Spire Gas Service            1-(800)582-1234*

*Kansas City MO Disposal - Trash            311*

*Spectrum Cable            1-(833)267-6094*

*Water - Kansas City Property Solutions            816-285-6531*

*Kansas City Property Solutions - NCV Property Mgt.            816-285-6531*

### ***Introduction***

The North Creek Village Homes Association has an architectural review process. This process is one of the primary tools by which the Association seeks to preserve, promote and enhance the guidelines of the HOA Covenants. This, in turn, provides continuity, as well as protects and increases your property value.

The guidelines for this process have been established and are outlined in the Declaration of Restrictions of the Community.

It is relatively simple to get a copy of the Declaration of Restrictions for North Creek Village by contacting the management company Kansas City Property Solutions, or alternatively at the Platte County Missouri Court House. The Declarations are also available on the community eNeighbors site.

The architectural review process is overseen by a panel called the Architectural Review Committee (“ARC”).

It is important to remember that these covenants are enforceable in a court of law because the covenants are part of the contract to purchase land in North Creek Village. However, the covenants are enforceable only if certain conditions are met, such as: proper procedures for their enforcement are followed, the proper parties to the covenant are involved; the covenant is applied fairly, consistently, and in good faith, and the covenant is enforced in a timely



manner so as to give the parties involved notice and options for further action.

This manual is designed to help you and the Community Association know what these covenants are and what procedures are to be followed in their enforcement and application.

### ***Legal Authority for the Architectural Review Committee:***

As a homeowner please be advised that before anything is done to the outside of a house or property plans and a request form must be submitted for review to the ARC committee.

In order to maintain a consistent and high-quality atmosphere in North Creek Village, the HOA is required to manage the covenants, rules and regulations that place certain restrictions on all properties. When each homeowner in North Creek Village purchases a home, there are certain restrictive covenants attached to the land, this means that they do not terminate or move with the homeowner when the home is subsequently sold to another.

These restrictive covenants are basically contractual promises to use the land and home in a manner that will benefit all of the homes in the subdivision. The benefit is the consistency and quality of the homes, which is designed to maintain a certain atmosphere and increase property values in North Creek Village for all home owners. With the same covenants attached to each and every lot in North Creek Village, the goals of quality and value can be more easily achieved.

### ***New Construction Homes or Replacement of Existing Home***

All new homes and replacement homes must meet the (“CCR’s”) North Creek Village Declaration of Covenants, Conditions, Restrictions and Easements.

All new homes and replacement homes must be custom stick built with a minimum of 900 sq. feet to a maximum of 1800 sq. feet living space. Exterior finish must be similar to all existing homes, either wood or vinyl siding. Roof pitch must be similar to all existing home in the community with asphalt shingles shake roofs.

All homes shall have a two car attached garage.

Foundations must be concrete slab or concrete basement. (No block Foundations)

All homes must have a minimum 2 car concrete driveway.

Property lots shall have one planted tree in front yard and shrubbery in front of home with a completely sodded yard.

NO MODULAR or PREFABBED home is allowed for new installation or replacement of an existing home.

### ***Purpose of the Architectural Review Committee (“ARC”):***

The ARC shall regulate the external design, appearance and location of the properties and of improvements

therein in such a manner as:

1\* To promote those qualities in the environment that bring value to the properties; and to foster the attractiveness and functional utility of the community as a place to live, including a harmonious relationship among structures, vegetation and topography.

### ***Objectives of Architectural Review:***

- 2\* Make all members of the association aware that successful architectural review is a benefit, not a burden.
- 3\* To create and preserve an attractive design for the community.
- 4\* Protect Homeowners against property value losses due to non-compliance of standards established in the “Declarations of Restrictions”.
- 5\* Clarify the Associations governing documents.
- 6\* Inform homeowners of exactly what is required of them.
- 7\* Establish a workable system for the architectural review process.
- 8\* To treat all applicants fairly, consistently and in a timely manner.
- 9\* Approve or disprove with reasons homeowner’s applications for any changes in the exterior of their property.
- 10\* If needed, inspect the approved work to make sure it conforms with the approved proposal.
- 11\* Inspection and review of the community to make sure all standards in the “Declarations of Restrictions” are followed.
- 12\* Take corrective action against a homeowner who is in non-compliance of standards established in the “Declarations of Restrictions.”

### ***Overview of what must receive approval:***

The following items, but not limited to, must have ARC approval prior to commencing the work:

- 13\* Fences
- 14\* New Construction or replacement of home
- 15\* Exterior painting (if exact same material and color no approval needed)
- 16\* Roofing
- 17\* Satellite dishes
- 18\* Radon system
- 19\* Decks, room additions, patio covers
- 20\* Gazebos
- 21\* Hot Tubs
- 22\* Landscaping (Home owners responsible to manicure and maintain all shrubbery neatly)
- 23\* Driveways
- 24\* Swing Set / Play Equipment
- 25\* Basketball Goal
- 26\* Solar Panels – Only installed on back of homes roof not visible from street view

Any exception to the above must be approved by the ARC.

When in doubt on any external improvements fill out and submit a Change Request Form.

### ***Review Criteria***

1. HARMONY WITH OVERALL COMMUNITY DESIGN OR CONTEXTUAL RELATIONSHIP: The contextual relationship pertains to the characteristics of any existing structures, the neighborhood, and the individual site. What may be acceptable in one instance may not be in another, depending on location.

2. LOCATION AND IMPACT ON NEIGHBORS: The proposed alteration or improvement should relate favorably to the planning, landscape, topography and existing character of the neighborhood. The primary concerns are preservation of access, sunlight, ventilation, view and drainage, as well as impact on the privacy and normal use of neighborhood privacy. In reviewing the impact on neighbors, the ARC must balance the property rights and expectations of a property owner with the expectations of the neighbors. There is not always a perfect solution but the ARC will consider all aspects before making its decision.

3. WORKMANSHIP: The quality of work should be equal to or better than originally used in the neighborhood. If past practices are no longer acceptable, current and better practices must be followed.

4. REQUIREMENT: No building, fence, wall, residence, structure, or projection from a structure (whether of a temporary or permanent nature, and whether or not such structure shall be affixed to the ground) shall be commenced, erected, maintained or improved, nor may the exterior appearance be altered in any way without the prior written approval of the ARC regarding: (a) the harmony of its exterior design and location in relation to (b) the character of the exterior materials and (c) the quality of the exterior workmanship.

5. PROCEDURES: In the event the ARC fails to approve or disapprove in writing an application within 30 days after the plans and specifications in writing have been submitted to it, in accordance with adopted procedures, approval will be deemed granted. The applicant may appeal an ARC decision to the Board of Directors for the Association in writing within ten (10) days after the date the Architectural Committee renders its decision and notifies the applicant. Any decision rendered by the Board on appeal shall be final and conclusively binding on all parties.

6. APPLICABILITY TO HOMEOWNER: The provisions of the Declaration of Restrictions section shall be applicable to the homeowner only with respect to lots that are improved with buildings that are or have been occupied.

### ***How to Obtain ARC Approval:***

The ARC has developed a Change Request Form (“CRF”) to assist the community with the review and approval process. Copies can be downloaded from the community eNeighbors site or obtained by contacting Kansas City Property Solutions.

Failure to get approval from the North Creek Village ARC prior to any change, modification or addition may result in a fine of up to \$2,500.00, plus cost the of legal fees and the requirement to remove all work and/or materials from the property that were not approved by the ARC at owner expense.

### ***General Information for the North Creek Village Homes Association***

The following are some of the specific items detailed in the Declaration of Restrictions:

- ✓Cars should not be parked in the streets of the community overnight.
- ✓Exterior holiday lighting shall be permitted 15 days before and 7 days after the holiday. This was a resolution that was passed on January 13, 2014. This includes all holidays, not just Christmas.
- ✓No chain link, plastic, wrought iron, steel, farm or similar fence shall be permitted.
- ✓All basketball goals shall be attached on a permanent pole.
- ✓No artificial flowers, trees, etc. permitted.
- ✓No trampolines allowed.
- ✓No garage sales except as otherwise organized by the Homes Association.
- ✓No barns, detached garages, or other storage facility allowed. Sheds are allowed as long as they are in the back yard and exterior is similar to the house.
- ✓No composting is allowed.
- ✓Kiddie wading pools must be drained daily and picked up from the yard.

### Fences:

- ✓ Cannot fence all the way to the ground; must be a minimum of 1" from ground surface due to surface drainage concerns.
- ✓ Must enclose entire backyard; cannot exclude items on your property such as utility boxes. Only Cedar or CCA treated lumber 4" or 6" wide dog ear fencing 4' or 6' in height. Fencing shall be either picket or shadow box design or privacy.
- ✓ Each fence must have 60-inch side gates locations to the joining neighbor's yards to allow mowing crews to move from yard to yard.
- ✓ Any stained or painted fencing, railings, porches, or steps must have the color approved by ARC and must be maintained in good condition at all times.
- ✓ Fence to be either cedar or CCA wood with 4" or 6" wide planks dog ear top style vertically fence slats with 4" x 4" CCA or Cedar posts set in concrete.
- ✓ All fencing to be installed with vertical planks with stair-step on hills.
- ✓ All fencing must mirror adjoining property fence in style and height
- ✓ Fill out and submit to the Architectural Review Committee the "Architectural Change Request Form".

The diagram below is a typical 6' height Dog Ear Picket fence.



### Wood Fence Standards:

- ✓ Must be cedar or CCA.
- ✓ Picket, privacy or shadow Box fence – framed section.
- ✓ 4' or 6' in height.
- ✓ Only back yard fencing is permitted
- ✓ No further forward than 8 feet from rear corners of residence.
- ✓ Should be vertical with stair-step on hills.

The diagram below is typical 6' height Shadow Box Frame Wood Fence:



Sheds:

- ✓ Must mirror the home with same siding finish, color, roofing material and roof line and must be installed on a concrete pad. It must be in the back yard.
- ✓ Fill out and submit to the Architectural Review Committee the “Architectural Change Request Form”.

Basketball Goals:

- ✓ Must be permanently attached to a permanent pole.
- ✓ Clear or white backboard.
- ✓ Black or dark green permanent poles.
- ✓ Permanent installation.
- ✓ Fill out and submit to the Architectural Review Committee the “Architectural Change Request Form”.

Swing sets:

- ✓ Placement must be approved in advance by the ARC and is recommended to be 10-15' away from property lines.
- ✓ Provide a copy of lot plan with approximate location from lot lines.
- ✓ Wood material only – no metal or plastic structures.
- ✓ Prefer neutral color with respect to tarps, slide, etc.
- ✓ Standard size no more than 10' height by 16' length.
- ✓ Fill out and submit to the Architectural Review the “Architectural Change Request Form”.



### Satellite Dishes:

- ✓ Must submit 3 locations as determined by installer for approval. Only back or side of home non-visible from street view.
- ✓ No larger than 36" in diameter.
- ✓ Neutral in color.
- ✓ Location must be approved by ARC.
- ✓ Fill out and submit to the Architectural Review Committee the "Architectural Change Request Form".

### Radon System

- ✓ Location must be approved by the ARC.
- ✓ Cannot be visible from the street view.
- ✓ If system is located on the exterior of the home, it must be painted to match the home.

### Roof Replacement:

- ✓ Approved composition style is Asphalt shake design.
- ✓ Tamko – Gray, Black, Gray Tones, Beige/Brown Tones
- ✓ CertainTeed – Gray, Black, Gray Tones, Beige/Brown Tones
- ✓ GAF – Gray, Black, Gray Tones, Beige/Brown Tones
- ✓ Approved equal roof material and design
- ✓ Fill out and submit to the Architectural Review Committee the "Architectural Change Request Form".



Painting:

- ✓ Earth tones are the preferred color choices and limited to the approval of the ARC as to paint colors. Prior to painting your home, you MUST submit an Architectural Change Request Form.
- ✓ New paint or siding colors: Fill out and submit to the Architectural Review Committee the “Architectural Change Request Form”.
- ✓ Painting or replacing siding with the exact same color as approved before, does not require an ARC approval. Any change requires an approved (“CRF”) Change Request Form (attached) submitted to the ARC.

FAILURE TO GET APPROVAL FROM THE ARC FOR PAINTING OR SIDING CHANGES MAY RESULT IN A FINE UP TO \$2,500.00 AND STILL WILL REQUIRE CORRECTION THROUGH THE APPROVAL PROCESS OF COLOR AND/OR FINISH WITHIN 30 DAYS, AT OWNER’S COST. FAILURE TO APPLY TO THESE REGULATIONS WILL CAUSE LEGAL ACTION TO BE TAKEN UPON THE PROPERTY WITH OWNER RESPONSIBILITY FOR ALL ADDITIONAL COSTS.

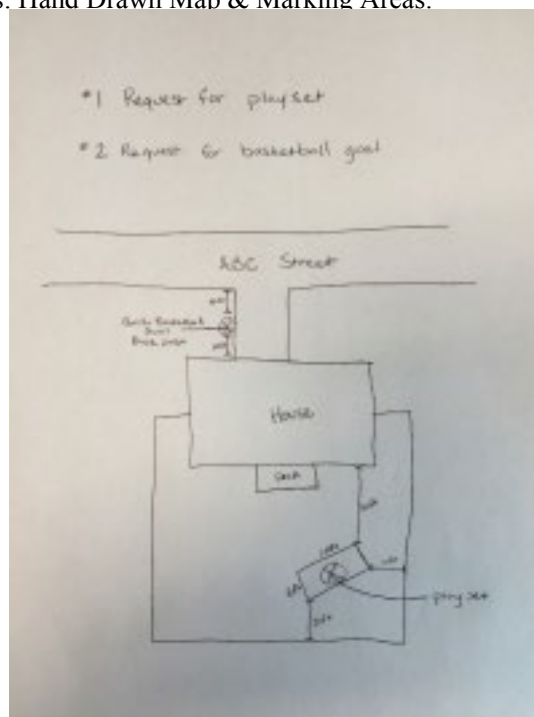
***Plot Plans for the North Creek Village Homes Association***

A Plot Plan must be submitted with your Change Request Form if you are requesting any of the following. Include description of requested changes:

- ✓ Outbuilding(s) Sheds
- ✓ Landscaping
- ✓ Basketball Goal
- ✓ Swing Set/Play Structure
- ✓ Fence
- ✓ Hot Tub
- ✓ Gazebo
- ✓ Satellite Dish
- ✓ Deck
- ✓ Driveway

Below are two SAMPLE Plot Plans. Homeowners are asked to create their own Plot Plans to be submitted to the ARC.

Using Google Maps & Marking Areas: Hand Drawn Map & Marking Areas:





North Creek Village Homes Association  
Application and Review Form  
Architectural & Landscape Improvement/Alteration

**Change Request Form**

To be submitted to the North Creek Village Homes Association, c/o Kansas City Property Solutions, via email to [info@kansascitypropertysolutions.com](mailto:info@kansascitypropertysolutions.com) or by mail: PO BOX 25634 Kansas City, MO 64119. All requests should be submitted in writing thirty (30) days in advance for review by the committee. Pursuant to the Declaration of Restrictions of North Creek Village Homes Association, I hereby request approval by the Architectural Control Committee of North Creek Village Homes Association for the following alteration or construction on our North Creek Village property.

Homeowners Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Work Phone: \_\_\_\_\_ Email Address: \_\_\_\_\_

Type of change made: Please circle each item to be changed or added:

Roof	Siding	Swimming Pool
Painting Door(s)	Fence	Painting Trim
Hot Tub	Replacing Garage Doors	Windows
Landscaping	Composting	Decks
Painting Garage Door(s)	Gazebo	Driveway
Basketball Goal	Painting	Swing Set
Exterior doors	Antenna	Radon System
Other: _____	Shed	Solar Panel

I am attaching a copy of my construction plans and specifications and a plan showing the location of the addition or construction project on my lot. I realize it is my responsibility to apply for and obtain a building permit from the City of Kansas City, Missouri and/or Platte County and that this **application does not constitute a request for a building permit.**

I understand that the Declaration of Restrictions and covenants of North Creek Village that provides that no building may be erected, placed or altered on any lot until construction plans and specifications and a plan showing the location of the structure have been approved by the ACC of North Creek Village Homes Association. I have reviewed both the Restrictive Covenants and the Architectural Guidelines of North Creek Village to be aware of the requirements of design and material for my project. I request approval of this project at this time by the ACC. If the improvement is not addressed in the covenants and Restrictions, the final decision will be based on type, size, style and location of the requested improvements.

DATE: \_\_\_\_\_

Homeowner (PLEASE PRINT)

Homeowner Signature

**\*FENCE INSTALLATION REQUIREMENTS:** If you are planning to install a new fence you need to supply your lot number \_\_\_\_\_ and the section of North Creek Village that you live in. \_\_\_\_\_ Fence Color:

Brief description of the change to be made: Include size, height, and location on property

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Photograph(s) available: Yes \_\_\_ No \_\_\_

Drawing or sketch attached: Yes \_\_\_ No \_\_\_

Sample of materials, paint chips or sketch outlines to be made is attached?

Yes \_\_\_ No \_\_\_ Paint Color Number(s): \_\_\_\_\_

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**Project Start Date:** \_\_\_\_\_ **Project End Date:** \_\_\_\_\_

**The following information must be included with the request form:**

1. Type of materials used
2. Actual drawing of item with specifications/dimensions
3. Mortgage inspection report of stake survey showing the location of the proposed improvement/alteration in relation to the home
4. A description as accurate as possible of pictures, drawings and diagrams are helpful

**APPROVAL OF ARCHITECTURAL CONTROL COMMITTEE**

Pursuant to the Declaration of Restrictions of **North Creek Village Homes Association**, and the Architectural Control Committee hereby approves the above project. The Architectural Control Committee has not and does not express any opinion regarding the strength, engineering design or safety of said construction project. A building permit should be obtained from the City of Kansas City and/or Platte County, and it is the homeowner's responsibility to see to it that the project is in compliance with all building codes, zoning ordinances and other laws and regulations. The ACC reserves the right to revisit projects upon construction and/or completion to ensure request follows the plans submitted.

**Under NO circumstances does approval by the Homeowner's Association indicate FULL authorization. If the homeowner proceeds without all necessary approvals, Residents may be subject to legal proceedings as well as having to remove all unauthorized improvements.**

Approved as submitted by homeowner ARCHITECTURAL CONTROL COMMITTEE

Approved as noted below\*

North Creek Village ARC Committee: Approved: \_\_\_\_\_ Disapproved: \_\_\_\_\_

Approved if the following changes are made to request: \_\_\_\_\_

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\*Failure to meet these conditions revokes approval for this project.

Date Received: \_\_\_\_\_ Date Approved/Disapproved by ARC: \_\_\_\_\_



## Contract and Agreement for the use of the North Creek Village Clubhouse Facilities

This Agreement made and entered this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between the North Creek Village Homes Association and \_\_\_\_\_, hereinafter referred to as "Association Member".

WITNESSTH: That Association Member shall be provided the use of the North Creek Village Clubhouse Facilities located at 12105 N. Pomona Ave, Kansas City, Missouri 64163, hereinafter referred to as "facilities", under the following terms and conditions. The Swimming Pool area is **NOT** included in the term "facilities". \_\_\_\_\_ (initial)

1. This function shall be held on \_\_\_\_\_, \_\_\_\_\_, between the hours of \_\_\_\_\_ AM/PM until \_\_\_\_\_ AM/PM Neither the North Creek Village Homes Association nor Kansas City Property Solutions shall be responsible for any item left in the facilities after the designated rental period. **THE FACILITY MUST BE VACATED BY MIDNIGHT OF THE DAY OF THE EVENT.** Overnight sleeping is **not** permitted. \_\_\_\_\_ (Initial)
2. The type of the function is \_\_\_\_\_
  - The maximum number of persons attending shall be \_\_\_\_\_.
3. There is no fee to rent the clubhouse. **A security deposit of \$150.00** made payable by check shall be turned in to Kansas City Property Solutions along with this signed agreement. \_\_\_\_\_ (initial)
4. Association Member states that he/she is a bona-fide Association Member in good standing of the North Creek Village Homes Association and understands that any expense of clean up and/or repair following the function shall be the sole responsibility of Association Member and failure of Association Member to pay such costs to the North Creek Village Homes Association shall result in a lien against their North Creek Village property even though not all owners of said property have signed this contract. **The sponsoring resident must be present at the event from start to finish.** Failure of residents to be in attendance may result in a forfeiture of security deposit and/or loss of privilege to use the facility again. \_\_\_\_\_(initial)
5. Association Member hereby states that the facility will be used as an "extension of his/her living room" and for no other reason and for no unlawful purpose. The clubhouse is not to be used for any profit-making functions. \_\_\_\_\_(initial)
6. Intoxicating beverages will be served only to persons who have attained their twenty-first (21<sup>st</sup>) birthday. Violations will result in immediate termination of the function and the facility shall be closed. \_\_\_\_\_(initial)

7. Events sponsored by an Association Member with more than 10 non-adults must have one adult present at all times for every 10 children. \_\_\_\_\_(initial)
8. Smoking is **NOT** permitted in the facility, including entry hall and restrooms. Any evidence of and/or damage from smoking will result in loss of security deposit. \_\_\_\_\_(initial)
9. The furniture in the first-floor rooms cannot be moved. The furniture in the game room may be moved with approval from the Manager. \_\_\_\_\_(initial)
10. Food is not to be prepared in the facility; however catering is permissible, as is the heating of food in the kitchen ovens or microwave. Beer kegs are allowed on tiled surfaces only. Hot items that could leave a stain are not to be set on the wood or glass topped tables. \_\_\_\_\_(initial)
11. **No staple guns, hot glue guns, nails, thumb tacks, confetti, glitter, or any other decoration that could damage property or leave residue** are to be used to decorate the clubhouse. \_\_\_\_\_(initial)
12. Signs or flyers on any private property to announce the event or give directions to the clubhouse are prohibited. \_\_\_\_\_(initial)
13. DJs, stereos and bands are NOT allowed to play on the outside deck past 10:00 PM. All music must cease no later than 12:00 Midnight and shall be played at a volume not to be heard outside the facility. \_\_\_\_\_(initial)
14. Both the security deposit, and the signed contract must be received by Kansas City Property Solutions ten (10) days prior to the event or the contract is not valid. The security deposit shall be held until the walk through is completed and then shredded if there is no damage (other than normal wear), or items missing from the facility as determined by the manager. The facility must be left in an orderly manner. This is the responsibility of the Association Member. No clubhouse access will be issued until the deposit check and contract are received by Kansas City Property Solutions and entered into the eNeighbors calendar. \_\_\_\_\_(initial)
15. Association Member accepts **FULL RESPONSIBILITY** for actions of Member, Member's guests and invitees and for damage to the facility furnishings, or removal of any items shown to have been caused by them. Association Member agrees to pay in full the amount of such damage and further agrees that if such payment is not made in thirty (30) days, such payments will be charged to Association member as a Homeowner's Assessment and a lien will be placed against the Member's North Creek Village property. Said Assessment shall in no way limit Owner from enforcing this Agreement in any court competent jurisdiction. \_\_\_\_\_(initial)
16. Upon leaving the facilities after use, the Association Member shall make sure oven, coffee pot, etc. are turned off, all lights are extinguished, **ALL TRASH IS REMOVED AND DISPOSED OF PROPERLY**, and all exterior doors and windows are locked. \_\_\_\_\_(initial)
17. "Air Conditioner and Heating Requirements" If you are renting the clubhouse and the outside temperature is extremely cold (below 20°F) or extremely warm (above 90°F) please make arrangements with the Clubhouse inspector or Kansas City Property Solutions to activate the heat or air 24 hours in advance of your event. **No propping open of doors is permitted either for ventilation purposes or for the ingress/egress of items or people as this damages the doors.** \_\_\_\_\_(initial)

18. Under no circumstances shall any illegal substances be brought into the facility or onto any part of the premises including parking areas. Association Member shall not permit any noise or conduct that may be offensive to other North Creek Village residents or result in disturbance of the peace. \_\_\_\_\_(initial)
  
19. Any Member of the North Creek Village Homes Association Board of Directors, the Property Manager, or their designated representative shall be allowed reasonable access to the facility during the function if there is any reason to believe that violation of this agreement has, in fact, occurred, is occurring, or may occur.  
\_\_\_\_\_(Initial)
  
20. If, in the reasonable judgment of the Owner (any member of North Creek Village Homes Association Board of Directors, the Property Manager, or their designated representative), any term or condition herein has been violated by Association Member, his/her guests, or invitees, the function may be declared “terminated” at the Owner’s discretion, in addition to Owner reserving the right to sue Association Member for damages.  
\_\_\_\_\_(initial)
  
21. In the event of breach by Association Member of any agreements set forth herein, Owner shall be entitled to recover collection fees, lien fees, reasonable attorney’s fees, service or process fees and court costs from Association Member. \_\_\_\_\_(initial)
  
22. Return this Agreement along with the security deposit check of \$150 to Kansas City Property Solutions P.O. Box 25364 Kansas City, MO 64119. If you have any questions, please call 816-285-6531. \_\_\_\_\_(initial)
  
23. Unless you have made arrangements with Board of Directors, lessee **cannot** enter the clubhouse until 10 AM on the day Lessee has rented the clubhouse. \_\_\_\_\_(initial)

\_\_\_\_\_  
Association Member (PRINT)

\_\_\_\_\_  
Association Member Signature

\_\_\_\_\_  
Residence Address at North Creek Village

\_\_\_\_\_  
City/State/Zip

Date \_\_\_\_\_

Email Address: \_\_\_\_\_

Phone Number (Cell/Home) \_\_\_\_\_

Phone Number (Work) \_\_\_\_\_

North Creek Village  
Property Storage Agreement  
Back HOA Storage Lot

Property Storage Agreement

THIS AGREEMENT made as of (Date): \_\_\_\_\_ between \_\_\_\_\_ Owner  
(s): \_\_\_\_\_ (the "Owner") of  
Property: \_\_\_\_\_ (the "Property" and North Creek Village HOA (the  
" HOA") providing the Storage ("Storage").

WHEREAS:

- (A) The Owner is the owner of (Describe Property being stored):  
\_\_\_\_\_ (the "Property");
- (B) The HOA provides a free storage amenity for goods and vehicles, boats, etc.;
- (C) The parties desire that the HOA provide storage services for the Owner with respect to the Property; and
- (D) The HOA accepts such responsibilities and agrees to perform the duties and obligations hereinafter set forth;

NOW THEREFORE in consideration, the mutual covenants hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1 During the said storage of the above Property, in this Agreement, the Owner agrees to store the Property in safe keeping at its storage facility at DESIGNATED STORAGE AREA, located in the fenced area in the back lot. Owner acknowledges that it has inspected the Property prior to storing same and acknowledges that the Property is in good condition, with the exception of : (List defects of stored property): \_\_\_\_\_

2 The Owner agrees to exercise reasonable care to protect the Property from theft or damage, and the HOA **does not** provide insurance to protect the Owner from any loss or damage caused by the HOA's or Owner's negligence.

3 Owner understands that the HOA provides storage for Owners possessions solely as a convenience to Owners who wish to store personal items outside. The HOA does not charge a separate fee for such storage. The HOA does not provide insurance, and the HOA is not responsible for damage, loss or theft of any items stored, either in or outside the Storage. Owners are advised to obtain their own appropriate insurance should such insurance be desired.

4 The Owner hereby release, indemnify and hold harmless the HOA, the Management Company, its employees, agents, vendors and volunteers from all liability for any and all claims of damage, loss or theft to the aforementioned stored possessions.

5 No dangerous or illegal items may be stored or kept in Storage. No person may sleep, cook, reside, operate a business, store chemicals, hazardous materials or materials that may cause a hazard (rags, piles of papers, etc.,) fuels or repair vehicles in the Storage. Owner may not store or grow any illegal substances or conduct illegal activity on Owners or HOA's Property.

6 Use of this space does not grant Tenant permission to use other parts of the Storage, Property, or grounds adjacent to the Storage.

7 Keys, Locks and Access Devices. Tenant will be provided with 1 key or code for access after signing this form. Storage shall remain closed at all times when a person is not present. Locks or may not be changed without the HOA changing them. Owners shall be notified of the change within 48 hours.

8 Title to the Property shall at all times remain in the Owner. Nothing contained in this Agreement shall be construed or interpreted as conveying title to, or any interest in, the Property to the HOA.

9 This amenity shall be included in the fee the Owner pays to the HOA.

10 If the Owner fails to pay HOA Dues and/or retrieve the Property with ninety (90) days after the expiration of the term of this Agreement, then:

- (a) the removal charges will be charged payable by the Owner to the HOA under this Agreement
- (b) the HOA may, in addition to any other right or remedy it may have in law, dispose of the Property in accordance with the law, and apply the proceeds thereof to any removal charges payable under this Agreement.

11 All notices which may be or are required to be given by any party to the other under this Agreement, shall be in writing and sent by 1<sup>st</sup> class or registered mail with acknowledgement of receipt to the parties at their respective addresses first above mentioned. Any such notice so given shall be deemed conclusively to have been given and received when so personally delivered or delivered, by courier or on the fifth day, in the absence of evidence to the contrary, following the sending thereof by registered mail. Any party may from time to time change its address hereinbefore set forth by notice to the other parties in accordance with this paragraph.

12 This Agreement supersedes all prior agreements and understandings and may only be modified in writing and signed by both parties.

13 This Agreement may not be assigned by the Owner at anytime.

14 This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first above written.

Owner:

Date:

\_\_\_\_\_

\_\_\_\_\_

Manager or Officer for North Creek HOA:

Date:

\_\_\_\_\_

\_\_\_\_\_

**BY-LAWS**  
**OF**  
**NORTH CREEK VILLAGE HOMEOWNERS ASSOCIATION**

**ARTICLE I**

**Definitions**

Capitalized terms used in these Bylaws that are not defined within the text have the meanings set out in the North Creek Village Declaration of Covenants, Conditions, Restrictions and Easements, dated June 3, 2003, and recorded on June 18, 2003, in the records of Platte County, Missouri, as Document No. 16545, at Book 1006, Page 439 (as it may at any time be amended, "Declaration").

**ARTICLE II**

**Offices; Registered Agent**

Section 1. Principal Office. The principal office of the North Creek Village Homeowners Association ("Association") in the State of Missouri will be located in the City of Kansas City, Missouri. The Association may have such other offices either within or without the State of Missouri, as the Association's business may require.

Section 2. Registered Office. The Association's registered office required by the Missouri Nonprofit Corporation Act to be maintained in the State of Missouri may be, but need not be, identical with the Association's principal office in the State of Missouri, and the address of the registered office may be changed from time to time by the Board of Directors.

Section 3. Registered Agent. The Association's registered agent in the State of Missouri is the registered agent identified in the Articles of Incorporation, unless changed by the Board of Directors.

**ARTICLE III**

**Members**

Section 1. Membership. Each Owner will be a Class A Member of the Association. Class A membership is appurtenant to and cannot be separated from Unit ownership. The Declarant is the Class B Member. Class B membership terminates and converts to Class A membership on the Turnover Date.



Section 2. Voting Rights. 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. The Class B Member is entitled to four votes for each Unit that it owns. From and after the Turnover Date, the Class B Member becomes a Class A Member and receives one Class A vote for every four Class B votes outstanding on the Turnover Date.

Section 3. Representatives. If a Unit is owned by a corporation, partnership or other entity, the entity will designate a person who is entitled to vote for such Unit and to serve, if elected or appointed, as a director, such designation to be made in writing filed with the Secretary.

Section 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 each Member's qualifications to vote and such Member's rights to participate in the Association's meetings and proceedings.

Section 5. Annual Meeting. Until the Turnover Date, at the Declarant's option, no annual meeting of the Members is required to be held. Beginning with the calendar year after the Turnover Date, an annual meeting of the Association's Members will be held at 7:00 p.m. on the second Tuesday of February of each year at the Association's clubhouse, or such other place convenient to the Members in the City of Kansas City, Missouri, or Platte County, Missouri, as the Board of Directors determines.

Section 6. Special Meetings. Special meetings of the Members may be called by or at the request of the President, any two directors, or at least 25% of each class of Members. The person or persons authorized to call special meetings of the Members may fix any place within the City of Kansas City, Missouri, or Platte County, Missouri, as the place for holding any special meeting of the Members called by them.

Section 7. Notice. Notice of any annual or special meeting of the Members will be given not less than 10 days nor more than 30 days before the meeting by written notice delivered personally or mailed to each Member at the Member's address as shown by the Association's records. If mailed, the notice will be deemed to be delivered when deposited in the United States mail in a sealed envelope so addressed with postage prepaid. Any Member may waive notice of any meeting. The attendance of a Member at any meeting will constitute a waiver of notice of such meeting, except where a Member attends the meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any annual or special meeting of the Members need be specified in the notice or waiver of notice of such meeting, except as provided in these Bylaws.

Section 8. Quorum. No business may be transacted at any meeting of the Members at which there is not a quorum. Members in attendance, either in person or by proxy, at the beginning of any meeting representing at least 51% of the votes of each class of Members eligible to vote at the time of the meeting constitutes a quorum for the transaction of business at any meeting of the Members. If proper notice is given and a meeting called at which the proposed business cannot be conducted because of failure to achieve a quorum, then the person or persons calling the meeting may either: (i) give another notice of the meeting indicating the proposed business or purpose and, if such meeting is held within 30 days of the date for the first meeting at which there was no quorum, then there will be no quorum requirement to transact the proposed business at such second meeting; or (ii) take a vote of the Members on any proposed business by written ballot in lieu of a meeting.

Section 9. Manner of Acting. Any action or proposal to be approved by the Members will require approval by a majority of the votes cast.

Section 10. Proxies. All proxies must be in writing on a form approved by the directors and filed with the Secretary before the start of any meeting at which the proxy will vote. Each proxy will be revocable and will automatically cease to be effective, if not sooner terminated by its terms or revoked, upon the expiration of eleven months from the date of its issuance or upon conveyance by the Member of his or her Unit, whichever event first occurs.

Section 11. Action by Consent in Lieu of Meeting. Any action required or permitted to be taken by approval of the Members may be taken without a meeting of the Members if the action is approved by Members holding at least 80% of the voting power. The action must be evidenced by one or more written consents, signed by Members representing at least 80% of the voting power and delivered to the Board of Directors. The written consents must be filed by the Secretary with the Association's records and will have the same force and effect as a vote at a meeting duly called and held. Written notice of the action taken by written consent must be given to all Members who have not signed a written consent.

## ARTICLE IV

### **Board of Directors**

Section 1. Powers. The Board of Directors will have authority to exercise for the Association all powers, duties and authority vested in or delegated to the Association by the Declaration, the Articles or Incorporation, these Bylaws, or applicable law, and not reserved to the Members or Declarant, including, but not limited to, the following:

a. As more fully provided in the Declaration, provide for the levying of Assessments and take all actions necessary or appropriate to collect the same.

b. Adopt and publish rules and regulations governing the use of the Common

Areas and the personal conduct of the Members and their guests thereon, and to establish fines and penalties for the infraction thereof.

c. Cause the Association to perform its maintenance obligations set out in the Declaration.

d. Cause to be kept a complete record of all its acts and of the Association's corporate affairs, and to present reports thereof to the Members.

e. Issue, or cause an appropriate officer to issue, upon demand by a Member, a certificate stating whether or not an Assessment has been paid, and charge a reasonable fee for the issuance of such certificate.

f. Procure and maintain all insurance coverages required or permitted by the Declaration with such coverages and in such sums as may be required by the Declaration or deemed appropriate by the Board of Directors.

g. Employ agents, independent contractors, managers and employees, and prescribe their duties, supervise them and see that their duties are properly performed.

Section 2. Number. Until the Turnover Date (defined in the Declaration), the initial Board of Directors will be at least three in number. From and after the Turnover Date, number of directors of the Association will not be less than six. The Members, to the extent permitted and in the manner required by applicable law, the Declaration, or the Articles of Incorporation, will have the power to change the number of directors.

Section 3. Qualifications. Each director must be over the age of 18 and a Member (as defined in the Declaration).

Section 4. Term of Initial Directors. The term of each member of the Association's initial Board of Directors begins on the date the Association's Certificate of Incorporation is issued by the Secretary of State of Missouri and ends when the new Board of Directors has been elected after the Turnover Date, as provided in the Declaration. If the term of a member of the initial Board of Directors is terminated by death, resignation or removal, the provisions of Section 6 of this Article IV will apply.

Section 5. Term. The term of each director elected after the Turnover Date will begin on the day the director is elected to office and end when such director's successor is duly elected and qualified.

Section 6. Death, Resignation or Removal. In the event of the death, resignation or removal of a director, his or her successor will be selected by the remaining members of the Board of Directors and will serve for the unexpired term of his or her predecessor. A director may be

removed upon the vote of a majority of the Members entitled to vote. A director may not vote on such director's own removal.

Section 7. Compensation. Directors, as such, will not receive any stated salaries for their services, but by resolution of the Board of Directors, a fixed sum and expenses of attendance, if any, may be allowed for attendance at each regular or special meeting of the Board of Directors. Nothing herein contained will be construed to preclude any director from serving the Association in any other capacity and receiving compensation therefor.

Section 8. Nomination. Nominations for election to the Board of Directors may be made in writing delivered to the Secretary in advance of the annual meeting of the Members or from the floor at such annual meeting.

Section 9. Election. Election to the Board of Directors will be by written ballot. At any such election, the Members entitled to vote, or their proxies, may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of Article III above. The persons receiving the largest number of votes will be elected. Cumulative voting is not permitted.

Section 10. Commencement of Term of Office. A director will be deemed elected at the time of his or her election, but he or she will not be deemed to have commenced his or her term or office or to have any of the powers or responsibilities of a director until he accepts the office of director either by written acceptance or by participating in the affairs of the Association at a meeting of the Board of Directors.

Section 11. Advisory Board. During the period before the Turnover Date, the initial Board of Directors may appoint an advisory board of Class A Members, whose number is at the discretion of the initial Board of Directors. The advisory board's purpose is to report to and/or advise the initial Board of Directors concerning the status and operation of the Property. The advisory board may hold informal meetings of the Class A Members if so desired, but such meetings are not required.

Section 12. Newly Created Directorships. Newly created directorships resulting from any increase in the authorized number of directors may be filled by a majority of the directors then in office, though less than a quorum, or by a sole remaining director, unless otherwise provided in the Declaration, Articles of Incorporation or these Bylaws. The directors so chosen will hold office until the next annual meeting of the Members and their successors are duly elected and qualified, or until their earlier death, resignation or removal.

Section 13. Committees. The Board of Directors may appoint one or more committees, which will be composed of at least one director and any other Members as the Board of Directors designates. A quorum of any committee will consist of at least 50% of the total number of Members appointed to such committee. The Board of Directors may designate one or more Members as alternate members of any committee, who may replace any absent or disqualified

Member at any meeting of the committee.

## ARTICLE V

### **Meetings of Board of Directors**

Section 1. Annual Meeting. The annual meeting of the Board of Directors will be held immediately following the annual meeting of the Members, for the purpose of electing officers and transacting such other business as may come before the meeting.

Section 2. Regular Meetings. The Board of Directors will hold regular meetings at such times and places within the City of Kansas City, Missouri, or Platte County, Missouri, as mutually agreed by the Board of Directors, and such regular meeting may be held without any notice other than this provision.

Section 3. Special Meetings. Special meetings of the Board of Directors may be called by or at the request of the President or any two directors. The person or persons authorized to call special meetings of the Board of Directors may fix any place within the City of Kansas City, Missouri, or Platte County, Missouri, as the place for holding any special meeting of the Board of Directors called by them.

Section 4. Notice. Notice of any special meeting of the Board of Directors will be given at least three days before the meeting by written or oral notice delivered personally or mailed to each director at the director's address as shown by the Association's records. If mailed, the notice will be deemed to be delivered when deposited in the United States mail in a sealed envelope so addressed with postage prepaid. Any director may waive notice of any special meeting. The attendance of a director at any special meeting will constitute a waiver of notice of such meeting, except where a director attends the meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any special meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting, except as provided in these Bylaws.

Section 5. Quorum. A majority of the Board of Directors will constitute a quorum for the transaction of business at any meeting of the Board of Directors. If less than a majority of the directors are present at said meeting, in person or by proxy, a majority of the directors at that meeting will have the power successively to adjourn the meeting, without notice other than announcement at the meeting, to a specified date.

Section 6. Manner of Acting. The act of the majority of the directors present, in person or by proxy, at a meeting of the directors at which a quorum is present constitutes the act of the Board of Directors, except that no director will be removed by a vote of less than a majority of the full Board of Directors.

Section 7. Voting. Each director will have one vote. Each director must be present, in person or by proxy, at any meeting of the Board of Directors in order to cast his or her vote.

Section 8. Proxies. Any designation of a proxy must be in writing on a form approved by the directors and filed with the Secretary at least 24 hours before any meeting at which the proxy will vote. Only another director may be the proxy for a director. Each proxy must be revocable and is valid only for the meeting at which the proxy will vote.

Section 9. Meetings by Conference Telephone or Similar Communications Equipment. Members of the Board of Directors, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or committee by means of conference telephone or similar communications equipment whereby all persons participating in the meeting can hear each other, and participation in a such a meeting constitutes presence in person at the meeting.

Section 10. Action Taken Without a Meeting. Any action required or permitted to be taken at any meeting of the Board of Directors, or any committee designated by the Board of Directors, may be taken without a meeting if written consent thereto is signed by all directors or members of such committee, as the case may be, and the written consent is filed with the minutes of proceedings of the Board of Directors or committee.

## ARTICLE VI

### Officers and Their Duties

Section 1. Number. The officers of the Association will be a President, one or more Vice-Presidents (the number to be determined by the Board of Directors), a Treasurer, a Secretary and such other officers as may be elected in accordance with the provisions of this Article. The Board of Directors may elect or appoint such other officers, employees and agents as it deems desirable; such officers, employees and agents will have the authority and duties prescribed by the Board of Directors. Any two or more offices may be held by the same person, except the office of President and Secretary.

Section 2. Powers and Duties Generally. All officers, employees and agents of the Association, as between themselves and the Association, will have such authority and perform such duties in the management of the property and affairs of the Association as may be provided in the Bylaws, or in the absence of such provision, as may be determined by resolution of the Board of Directors.

Section 3. Election and Term of Office. Before the Turnover Date, the officers will be elected by the initial Board of Directors at its annual meeting, to serve at the pleasure of the Board of Directors until first annual meeting of the Board of Directors held after the Turnover Date. From and after the Turnover Date, the officers will be elected at the Board of Directors' annual meeting. If the election of officers is not held at the annual meeting, the election will be held as soon

thereafter as conveniently may be accomplished. Vacancies may be filled or new offices created and filled at any meeting of the Board of Directors. Each officer will hold office until his or her successor has been duly elected and qualified, or until his or her death, resignation, or removal in the manner provided in these Bylaws. An officer will be qualified when he or she enters upon the duties of the office to which he or she has been elected or appointed and furnishes any bond required by the Board of Directors or these Bylaws. The Board of Directors may also require of each person his or her written acceptance and promise to faithfully discharge the duties of his or her office.

Section 4. Resignation; Removal. Any officer may resign at any time by giving written notice to the Board of Directors through the President or Secretary. Such resignation will be effective on the date of receipt of the notice by the Board of Directors or at any later date specified in the notice and, unless otherwise specified therein, the acceptance of such resignation will not be necessary to make it effective. Any officer may be removed by the Board of Directors whenever, in its judgment, the best interests of the Association would be served thereby. Any such resignation or removal will be without prejudice to the contract rights, if any, of the person so removed.

Section 5. Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or otherwise may be filled by the Board of Directors for the unexpired portion of the term at any time. The officer elected to fill such vacancy will serve for the remainder of the term of the officer he or she replaces.

Section 6. President. The President is the Association's principal executive officer and will, in accordance with the directives of the Board of Directors, supervise, direct and control the Corporation's business and affairs. The President will preside at all meetings of the Members and the Board of Directors. The President will be a non-voting ex-officio member of all standing committees. The President may sign, with the Secretary or Treasurer, or any other officer authorized by the Board of Directors to do so, any deeds, mortgages, bonds, contracts, or other instruments that the Board of Directors has authorized to be executed, except in cases where the signing and execution thereof is expressly delegated by the Board of Directors or by these Bylaws to some other officer or agent of the Association, or is required by law to be otherwise signed or executed. In general, the President will perform all duties incident to that office and such other duties as may be prescribed by the Board of Directors from time to time or by these Bylaws.

Section 7. Vice-Presidents. In the absence of the President or in the event of the President's inability or refusal to act, the Vice President will perform the duties of the President, and when so acting, will have all the powers of, and be subject to all the restrictions upon, the President. The Vice President will perform such other duties as from time to time may be assigned to the Vice President by the President or by the Board of Directors.

Section 8. Secretary. The Secretary will: (a) keep the minutes of the meetings of the Members and the Board of Directors in one or more books provided for that purpose; (b) see that notices of meetings are given in accordance with the provisions of these Bylaws or as required by

law; (c) be custodian of the Association's records; (d) keep appropriate current records showing the Members of the Association and their addresses; and (e) in general, perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to the Secretary by the President or by the Board of Directors.

Section 9. Treasurer. The Treasurer will: (a) have charge and custody of and be responsible for all funds and securities of the Association; (b) receive and give receipts for moneys due and payable to the Association from any source whatsoever, and deposit all such moneys in the name of the Association in such banks, trust companies or other depositaries as are selected in accordance with the provisions of Article VIII of these Bylaws; (c) keep or cause to be kept full and accurate accounts of receipts and disbursements and such other books of account and accounting records as may be appropriate; and (d) in general, perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to the Treasurer by the President or by the Board of Directors. If required by the Board of Directors, the Treasurer will give a bond for the faithful discharge of his or her duties in such sum and with such surety or sureties as the Board of Directors determines.

Section 10. Compensation. The Association's officers will not receive compensation or salary for their services as officers, but may be reimbursed for their reasonable out-of-pocket expenses incurred in the performance of the duties of their offices.

## ARTICLE VII

### Committees

Section 1. Executive Committee. The Board of Directors, by resolution adopted by a majority of the directors present at a meeting at which a quorum is present, may designate an executive committee, which will consist of three or more directors, which committee, to the extent provided in such resolution, will have and exercise the authority of the Board of Directors in the management of the Association; but the designation of such committee and the delegation of authority thereto will not operate to relieve the Board of Directors, or any individual director, of any responsibility imposed on the Board of Directors or any individual director by law.

Section 2. Architectural Review Committee. 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. The initial Architectural Review Committee will be appointed by the Class B Member. From and after the Turnover Date, the Architectural Review Committee will have a minimum of three persons appointed by the Board of Directors or the President from among the Members. The Class B Member may develop such rules, regulations and guidelines ("Design Guidelines") as it deems necessary to preserve the values, appearance and purposes of the Property as they may be defined in the Declaration. The



Class B Member 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 or modification has begun.

Section 3. Other Committees. Other committees not having and exercising the authority of the Board of Directors in the management of the Association may be designated by a resolution adopted by a majority of the directors present at a meeting at which a quorum is present. Except as otherwise provided in such resolution, members of each such committee will be appointed by the Board of Directors or the President. Any member thereof may be removed by the person or persons authorized to appoint such member whenever, in their judgment, the best interests of the Association will be served by such removal. Any such committee member need not be a director.

## ARTICLE VIII

### Contracts, Loans, Checks, Deposits and Gifts

Section 1. Contracts. The Board of Directors may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Association, and such authority may be general or confined to specific instances.

Section 2. Loans. No loans may be contracted on the Association's behalf and no evidences of indebtedness issued in its name unless authorized by a specific resolution of the Board of Directors.

Section 3. Checks, Drafts, etc. All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the Association's name, must be signed by such officer or officers, agent or agents of the Association and in such manner as authorized by resolution of the Board of Directors.

Section 4. Deposits. All funds of the Association not otherwise employed will be deposited from time to time to the Association's credit in such state or national bank protected by the Federal Deposit Insurance Corporation as the Board of Directors may select.

Section 5. Gifts. The Board of Directors may accept, on the Association's behalf, any contribution, gift, bequest, or devise for any of the Association's purposes.

## ARTICLE IX

### **Books and Records**

Correct and complete books and records of account will be kept by, or under the direction of, the Treasurer. Minutes of the proceedings of the Members and Board of Directors will be kept by the Secretary. All committees created by authority of these Bylaws will make a record of their activities and deliver it to the Secretary. A copy of the register of the names and post office addresses of each Member and director will be maintained at the Association's principal office. All books and records of the Association may be inspected by any Member or any Member's agent or attorney for any proper purpose at any reasonable time. The Declaration, Articles of Incorporation and these Bylaws will be available during reasonable hours for inspection by any Member.

## ARTICLE X

### **Fiscal Year**

The Association's fiscal year will begin on the first day of January in each year and end on the last day of December in each year.

## ARTICLE XI

### **Corporate Seal**

If adopted by the Board of Directors, the Association's corporate seal will be in circular form with the Association's name and the words "Corporate Seal - Missouri" inscribed thereon. Any corporate seal may be used by causing it or a facsimile thereof to be impressed, affixed, reproduced or otherwise attached. The Secretary will have custody of the Association's corporate seal, if any.

## ARTICLE XII

### **Waiver of Notice**

Whenever any notice is required to be given under the provisions of the Missouri Nonprofit Corporation Act, or the Articles of Incorporation, or these Bylaws, a waiver thereof, in writing, signed by the person or persons entitled to such notice, whether signed before or after the time stated therein, will be deemed equivalent to the giving of notice and will have the same force and effect as notice provided by said law, Articles of Incorporation or Bylaws. Attendance of a person at a meeting will constitute a waiver of notice of such meeting, unless the person is attending for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Members, directors or any committee need

be specified in any written waiver of notice unless required by the Articles of Incorporation or these Bylaws.

### ARTICLE XIII

#### **Limitation of Activities of Association**

No part of the Association's net earnings will inure to the benefit of, or be distributable to, its directors, officers, or other private persons, except that the Association is authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set out in the Article VIII of the Articles of Incorporation. No substantial part of the Association's activities will be the carrying on of propaganda, or otherwise attempting to influence legislation, and the Association will not participate in, or intervene in (including the publishing or distribution of statements), any political campaign on behalf of or in opposition to any candidate for public office. Notwithstanding any other provision of these Bylaws, the Association will not carry on any other activities not permitted to be carried on (a) by a corporation exempt from federal income tax under § 501(c)(3) of the Internal Revenue Code, or corresponding section of any future Federal tax code, or (b) by a corporation, contributions to which are deductible under § 170(c)(2) of the Internal Revenue Code, or corresponding section of any future Federal tax code.

### ARTICLE XIV

#### **Ratification - Dissolution**

Section 1. Bylaws. These Bylaws will become operative upon their ratification by the majority of the members of the initial Board of Directors.

Section 2. Dissolution. Upon dissolution of the Association, assets will be distributed for one or more exempt purposes within the meaning of § 501(c)(3) of the Internal Revenue Code, or corresponding section of any future Federal tax code, or will be distributed to the Federal government, or to a state or local government, for a public purpose. Any assets not so disposed of will be disposed of by the Circuit Court of the county in which the principal office of the Association is then located, exclusively for such purposes or to such organization or organizations, as the Court determines, which are organized and operated exclusively for such purposes.

### ARTICLE XV

#### **Indemnification of Officers and Directors**

Each director and officer of the Association will be indemnified by the Association against all reasonable costs and expenses, including attorneys' fees, actually and necessarily incurred by or imposed upon the director or the director's estate in connection with the defense of any action, suit

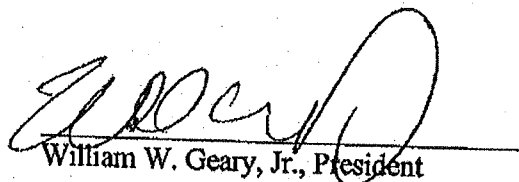
or proceeding to which the director or the director's estate is made a party by reason of being or having been a director or officer of the Association (whether or not the director continues to be a director or officer at the time such costs or expenses are incurred), except in relation to any matter as to which the director is adjudged in any such action, suit or proceeding, without such judgment being reversed, to have been liable for negligence or misconduct in the performance of his or her duties as a director or officer of the Association. In the event of the settlement of any such action, suit or proceeding prior to the final judgment, the Association will also make reimbursement for payment of the costs, expenses and amounts paid or to be paid in settling any such action, suit or proceeding when such settlement is determined by the majority of the directors who are not involved, or if all are involved, in the opinion of independent legal counsel selected by the Board of Directors to be in the Association's best interests. No director or officer of the Association will be liable to any other director or officer or other person for any action taken or refused to be taken by him or her as director or officer with respect to any matter within the scope of his or her official duties unless such action or neglect or failure to act will constitute negligence or misconduct in the performance of the duties of that director or officer.

#### ARTICLE XVI

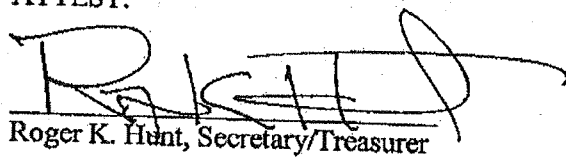
##### Amendment of Bylaws

These Bylaws may be altered, amended, or repealed and new Bylaws adopted by a majority of the Members voting at any annual, regular or special meeting at which a quorum is present. Notwithstanding any other provision of these Bylaws, notice of a meeting at which alteration, amendment or repeal of these Bylaws is to be considered must state that purpose; this notice, however, may be waived in the manner provided elsewhere in these Bylaws for waivers of notice.

Adopted on August 23, 2003.

  
William W. Geary, Jr., President

ATTEST:

  
Roger K. Hunt, Secretary/Treasurer

32/15

Recorded in Platte County, Missouri

Recording Date/Time: 01/28/2011 at 12:43:00 PM

Instr Number: 2011001310

Book: 1169 Page: 777

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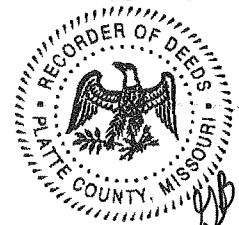
Pages: 37

Fee: \$132.00 S



Grantor: BANNISTER REALTY COMPANY INC

Grantee: NA



Gloria Boyer,  
Recorder of Deeds

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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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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 easement 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.



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.

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. Notwithstanding 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.

**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.

**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

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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

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.

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 breach 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



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;

(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).

## 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.

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

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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.

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.

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).

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)

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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).

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.

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 construction. 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.

**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,

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.

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.

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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 11<sup>th</sup> 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



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 property 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

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.

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 County, 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 land 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 Book 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 filed 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 1/2" 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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