

011156

DECLARATION OF COVENANTS, RESTRICTIONS,  
DEVELOPMENT STANDARDS AND OWNER'S ASSOCIATION  
FOR

POST HILL

A RESIDENTIAL TOWNHOUSE DEVELOPMENT AT EXECUTIVE HILLS NORTH

THIS DECLARATION AND DEDICATION is made this 26<sup>th</sup> day of November, 1990, by METRO NORTH STATE BANK, a Missouri banking corporation, referred to hereinafter as the "Declarant".

WHEREAS, the Declarant is the owner of the real estate described in EXHIBIT A attached hereto and by this reference made a part hereof; and

WHEREAS, a plan exists for the development and construction of a planned unit development consisting of residential Townhouse Units and certain common areas, community facilities and improvements on the above described real estate as more specifically described hereinafter; and

WHEREAS, Declarant is also the owner of adjoining real estate located in Platte County, Missouri that is not platted as of this date which may be developed by Declarant for additional residential Townhouse Units, common areas, community facilities and improvements which may be added to the Townhouse Units constructed upon the above described real estate, and which will be subject to the covenants, conditions, restrictions and easements set forth hereinafter by following the procedure set forth hereinafter; and

WHEREAS, Declarant desires to place certain covenants, conditions, restrictions easements, charges and liens, hereinafter set forth, upon the above described real estate for the benefit of the Declarant, its successors, assigns and its future grantees, to protect the value and desirability of the planned unit development project to be known as "Post Hill" and all additions thereto.

NOW, THEREFORE, Declarant hereby declares that the real property referred to and described above, and such additions thereto as may hereafter be made, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the property. These easements, covenants, restrictions, and conditions shall run with the real property and shall be binding upon all parties having or acquiring any right, title or interest in the real property, or a part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE I  
Definitions

The following words when used in this Declaration or any supplemental declaration shall have the following meanings:

NOV 20 1990 0748 PAGE 735

H11156

11-27-90

W. H. H.

1. "Association" shall mean and refer to Post Hill Homeowners Association, a non-profit corporation.

2. "Real Estate" shall mean and refer to that certain real estate hereinbefore described and such additional real estate as may be made subject to this declaration or any supplemental declaration prepared and filed for record pursuant to the provisions hereinafter.

3. "Adjoining Real Estate" shall mean and refer to real estate that physically abuts that certain real estate herein before described. Provided, real estate not physically abutting, but separated by streets or boulevards (public or private) or bodies of water or water courses shall be deemed adjoining.

4. "Plats" shall mean plats, re-plats, and certificates of survey.

5. "Common Area and Facilities" shall mean all that part of the real estate and all improvements located thereon that is conveyed to the Association from time to time as same is filed in the Recorder of Deeds for Platte County, Missouri, and on the plat of any such additional real estate as may be made subject to this Declaration. Common Area and facilities shall also include:

a. All real estate owned in fee simple by the Association evidenced by warranty deed or deeds from the Declarant to the Association, recorded in the office of the Recorder of Deeds for Platte County, Missouri.

b. All community buildings, swimming pools, tennis courts, playground equipment, recreational facilities, structures, trees, landscaping, lighting equipment, decorative equipment or other improvements located upon real estate owned by the Association.

c. All paved private drives, streets and open parking areas, driveways, sidewalks and patios located upon real estate owned by the Association.

d. All installations of central services for the benefit of more than one owner such as television antennas, incinerators, trash receptacles, pipes, wires, conduits, sewers, water lines and other public utility lines and facilities situated thereon.

e. All easements, rights and appurtenances belonging thereto necessary to the existence, maintenance and safety of the project.

f. All personal property owned by the Association intended for use in connection with the operation of swimming pools, tennis courts, recreational facilities, buildings, structures, or other facilities of the Association.

6. "Lot" shall mean and refer to any plot of real estate shown upon any recorded plat with the exception of the Common Area and Facilities.

0748 m 735

7. "Townhouse Unit" shall mean and refer to one single-family townhouse residential unit which may be detached single-family residential structure or may be joined together with at least one additional single-family townhouse residence by a common wall, or walls, and/or roof and/or foundation. The exterior boundary line of each Townhouse Unit shall be the exterior line of its foundation, except where a Townhouse Unit has a fireplace which protrudes beyond the foundation line, in which case the exterior boundary shall include the fireplace and chimney, garden rooms, etc., but shall include any area deeded in fee simple, subject to this Declaration. Certain Townhouse Units may also include a or one non-attached garage for each Unit which is deemed to be appurtenant to that Unit, is not severable, of which the right to use shall pass with the Townhouse Unit whether or not included in the deed.

8. "Driveways and Patios" shall mean and refer to those areas paved for such purpose and which may be designated as such on any recorded plat. Unless title is conveyed to an Owner these areas shall be owned by the Association but are for the personal use of the Townhouse Unit appurtenant thereto.

9. "Owner" shall mean and refer to the record owner, whether one or more person or entities of the fee simple title to a Lot and Townhouse Unit, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

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

11. "Declarant" shall mean and refer to Metro North State Bank, a Missouri banking corporation, or its successors and assigns, the right to assign the rights, obligations, benefits and duties of the Declarant, expressly being reserved.

12. "Private Streets and Drives" shall mean and refer to those streets within Post Hill or any additional subdivisions as may be made subject to this Declaration not dedicated to the public, and as shown on the Plat of Post Hill or any such additional Plat as "P.S." and "P.D."

#### ARTICLE III

##### Other Lands . . . How They May Be Added

Declarant may add, from time to time, subject to this Declaration, such additional adjoining real estate as is now or hereafter owned or approved for addition by Declarant located within the subdivision known as Post Hill, in Kansas City, Platte County, Missouri; provided further, that the real estate to be added shall at that time be bound by all the terms of this Declaration and any future amendments and modifications thereof. The addition of real estate to this Declaration shall be accomplished by and take effect upon the recording of an appropriate instrument in the Recorder of Deeds of Platte County, Missouri. Other Owners of property within the area known as Post Hill may subject the property owned by them to this Declaration, subject to the consent of the Declarant and the recording of an instrument in the Recorder of Deeds office of Platte County, Missouri.

ARTICLE III  
Membership and Voting Rights

1. Every Owner of a Lot and/or Townhouse Unit shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot and/or Townhouse Unit. Members may vote at any meeting of the Association in person or by written proxy duly filed with the Secretary of the Association.

2. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners in good standing with the exception of the Declarant and shall be entitled to one vote for each Lot and/or Townhouse Unit owned. When more than one person holds an interest in any Lot and/or Townhouse Unit, all such persons shall be members. The vote for such Lot and/or Townhouse Unit shall be exercised as they amongst themselves determine, but in no event shall more than one vote be cast with respect to any Lot and/or Townhouse Unit.

Class B. Class B members shall be the Declarant and shall be entitled to three (3) votes for each Lot and/or Townhouse Unit owned. Each Class B membership shall be converted to Class A membership upon the sale of a Lot and/or Townhouse Unit by Declarant to a Buyer, who will become a Class A member with one vote.

3. Revocation of a proxy must be filed in writing with the Secretary of the Association or the designee of the Secretary and every proxy shall be automatically revoked upon a conveyance by a member of his Lot and/or Townhouse Unit. In no event shall a proxy be valid twelve (12) months from its date of execution.

4. Articles of Incorporation and Bylaws. Except as specifically set forth in this Declaration, all provisions applicable to notice, voting and quorum requirements for all actions to be taken by the Association shall be as set forth in its Articles of Incorporation and Bylaws.

ARTICLE IV  
Common Areas and Facilities - Rights of Owners  
and of the Association

1. Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Areas and Facilities, which shall be appurtenant to and shall pass with title to every Lot, subject to the following:

2. Regulations and Suspension of Rights. The rights and easements of enjoyment created hereby shall be subject to the following:

a. The right of the Board of Directors of the Association to prescribe rules and regulations and fees governing the use, operation and maintenance of all

Common Areas and Facilities, including all swimming pools, tennis courts and other recreational facilities.

b. The right of the Association to suspend the right of any Owner to use all said recreational facilities located upon Common Areas for any period during which any assessment against said Owner remains unpaid.

c. The right of the Association to charge reasonable admission and use fees for the use of any of said recreational facilities to defray costs of the operation thereof.

d. The right of the Association to dedicate or transfer part of the Common Area to any public agency, authority or any public utility to provide necessary utility services to the Owners.

e. The right of the Board of Directors of the Association to fix penalties for the violation of said rules and regulations.

f. The right of the Association to borrow money for the benefit of the Association and the Owners of Townhouse Units, provided however, the repayment of such loans shall not be or become the personal obligation of the Owners to Townhouse Units.

3. Delegation of Use. Any Owner may delegate, in accordance with this Declaration, the Bylaws or the Articles of Incorporation of the Association, his/her/its right of enjoyment to the Common Area and Facilities to family members, tenants, or contract purchasers who reside in the Townhouse Unit.

4. Access. As a right running with the real property, ownership of each Lot and Townhouse Unit shall include the right to use and enjoy all walks, pavement, driveways, parking areas, entrances and exits owned by the Association, except as herein provided. There shall always be access to and from each Lot and Townhouse Unit to a public street or to a private street leading to such public street over those areas designated private streets or drives.

5. Social Memberships. The Board of Directors shall have the right to issue social memberships for use of the Facilities to persons other than Owners at a cost to be determined by the Board.

#### ARTICLE V

##### Covenant for Maintenance Assessments

1. Creation of the Lien and Personal Obligation of Assessments. Each Owner, by acceptance of the deed therefor, whether or not it shall be so expressed in any such deed of conveyance for each Unit owned, hereby covenants and agrees, and shall be deemed to covenant and agree to pay to the Association or its nominee:

(1) Monthly assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided.

The monthly and a special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fee due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the properties and for the improvement and maintenance of the Common Areas and Facilities and for the Townhouse Units, which shall include, but not be limited to:

a. Routine repair, maintenance and care of interior private streets, exterior building surfaces, roofs, trees, shrubs, grass, utility lines and conduits, private storm sewers, outdoor lighting equipment, walks and other exterior improvements.

b. Ad valorem and other taxes on land and improvements owned by the Association.

c. Management (including necessary legal and accounting expenses of the Association).

d. Contingency reserves as determined from time to time by the board of directors of the Association.

e. Insurance premiums for all insurance secured by the board of directors of the Association pursuant to this Declaration.

f. To pay water bills and for maintenance and repair to water lines where Townhouse Units are joined together Townhouse Units are connected to the main water line by a single connections and a single meter. If each Townhouse Unit within such joined together Townhouse Units are individually connected and metered to the main water line, then the Owner thereof shall pay his own water bill and maintenance repair thereto.

g. The payment of such other charges and expenses as may be elsewhere required or authorized by this Declaration or that the board of directors of the Association may from time to time determine necessary or desirable to meet the purposes of the Association as stated in its Articles of Incorporation, Bylaws, and by this Declaration.

3. Monthly Assessments; Limits Thereon. Prior to June 1 of each calendar year, the Board of Directors of the Association shall prepare a Budget for the ensuing twelve (12) months and such Budget shall cover the estimated costs of maintaining the Common Areas and performing all of the obligations and exercising the powers established under this Declaration. On the basis of this Budget, the monthly assessments for each Owner of each Townhouse Unit for the ensuing year shall be established by the Association on the basis that the costs as estimated under such Budget shall be borne equally by the Owners of the

Units. All computations relating to obligations to be performed under this Declaration shall be accomplished in accordance with accepted accounting practices and the Association may, but need not, employ a firm of Certified Public Accountants to render a written audit of its operations for each calendar year and a copy of such written audit shall be available to the Owners and mortgages of each Unit. Upon reasonable notice, mortgages and Owners shall have the right to examine the books and records of the Association at the offices of the Association.

Upon the sale of the first Unit, the initial monthly assessment shall be \$100.00 per Unit, per month and shall remain so for all Units sold until the first Budget is prepared as hereinbefore provided.

From and after the initial budget, the monthly assessments may be increased not exceeding twenty-five percent (25%) each year by the Board of Directors without a vote of the members. Increases in excess of twenty-five percent (25%) for any one year require the assent of the majority of the votes of the members who are voting in person or by proxy at a meeting duly called for that purpose. Written notice of such meeting shall be sent to all members not less than 14 days and not more than 60 days in advance.

4. Special Assessments for Capital Improvements. In addition to the monthly assessments, the Board of Directors may levy in any year a special assessment applicable to that year only, for the purpose of defraying in whole or in part the cost of any construction or reconstruction and estimated repairs and replacements of any capital improvements, including fixtures and personal property relating thereto; provided that any such assessment and the method of paying the same shall have the assent of two-thirds (2/3) of the votes of members who are voting in person or by proxy at a meeting duly called for that purpose. Written notice of such meeting shall be sent to all members not less than 14 days and not more than 60 days in advance.

5. Uniform rate of Assessments. Both monthly and special assessments must be fixed by the Board of Directors of the Association at a uniform rate for all Townhouse Units.

6. Date of Commencement of Monthly Assessments; Due Date. Monthly assessments shall be due and payable to the Association on the first day of each month in equal monthly installments. All Townhouse Unit Owners of any completed Townhouse Unit shall be obligated to pay assessments when the warranty deed conveying fee simple title to the completed Townhouse Unit has been issued and delivered.

7. Duties of the Board of Directors with Respect to Assessments.

a. At least thirty (30) days prior to each annual assessment period of June 1 through May 31, the Board of Directors shall, by resolution, determine the amount of the assessment pursuant to Article V, paragraph 3. Written notice of such assessment shall be given to each Townhouse Unit Owner. Failure of the Association to give written notice of any such assessment prior to June 1 of any year shall not invalidate any such

assessment levied thereafter, nor shall failure to levy any said assessment for any one year affect the right of the Associations Board of Directors to do so for any subsequent year.

Any Townhouse Unit Owner who becomes subject to monthly assessments subsequent to June 1 of any year by receiving a warranty deed for said Townhouse Unit shall commence payment of such monthly assessment on a pro rata basis commencing on the date said deed is issued and delivered.

b. The Board of Directors shall upon demand at any time furnish to any Owner liable for assessments hereunder a certificate in writing signed by the President or Secretary of the Association setting forth whether all assessments have been paid to date. A reasonable charge may be made by the Board of Directors for the issuance of such certificate. Such certificate may be recorded in the office of the Recorder of Deeds for Platte County, Missouri, and upon recording shall constitute conclusive evidence of payment of any assessment for the period stated in the certificate.

c. The Association, acting by its Board of Directors, shall enforce payment of the assessments in accordance with the provisions of paragraph 8 of this Article Five.

8. Effect on Non-payment of Assessment: Remedies of the Association.

a. All assessments shall be due and payable on the first day of a month. If any assessment or any part thereof is not paid on the date when due, then the unpaid amount of such fee or charge shall become delinquent and shall thereupon be a continuing lien on the Lot and Townhouse Unit of the non-paying Owner, and shall bind such Unit in the hands of the then Owner, his heirs, executors, administrators, successors, and assigns. No Owner may waive, have waived, or otherwise escape liability for the fees or charges provided herein by non-use of any Common Areas and Facilities owned by the Association or by abandonment of his Lot and Townhouse Unit.

b. If any assessment or part thereof is not paid within thirty (30) days after the due date, the same shall bear interest thereon at one and one-half percent (1 1/2%) per month (eighteen percent (18%) per annum).

c. The Association, acting by its board of directors, may by resolution elect to commence an action in the Circuit Court of Platte County, Missouri, against the Owner personally obligated to pay the same, to enforce payment of said delinquent assessment and to foreclose the lien against said Lot and Townhouse Unit. The lien against any Lot and Townhouse Unit shall continue for a period of five (5) years from the date of delinquency and no longer unless such action shall have been filed. In the event such action is filed, the lien shall continue until termination of the action and until sale of the Lot and Townhouse Unit under the execution of judgment establishing the same.

d. In the event an attorney is employed for the purpose of collecting the payment of any assessment, the delinquent Owner shall be responsible for any and all attorneys fees, and costs of collection.



9. Subordination of the Lien to Mortgages. The lien of assessments, monthly and special, provided for herein shall be subordinate and inferior to the lien of any first mortgage or deed of trust now or hereafter placed upon any Lot and Townhouse Unit subject to assessment; provided, however, that such subordination shall apply only to the assessments which become due and payable prior to the sale, whether public or private, of such unit, pursuant to a decree of foreclosure of any such mortgage or pursuant to the terms and conditions of any such deed of trust or a deed in lieu of foreclosure. Said sale or deed in lieu of foreclosure shall not relieve such Unit from liability for the amount of any fees or charges thereafter becoming due, nor from the lien of any such subsequent fee or charge. Any holder of a first mortgage or deed of trust who acquires title to any Lot or Townhouse Unit pursuant to foreclosure or deed in lieu of foreclosure, shall take title free of any claims for unpaid fees or charges against the Lot and Townhouse Unit which accrued prior to the date title is acquired by said holder of the mortgage or deed of trust.

10. Exempt Property. The following property subject to this Declaration and dedication shall be exempted from the assessments and liens created herein:

- a. All property dedicated to and accepted by any municipality or public utility for public use and purposes.
- b. All Common Areas and Facilities.
- c. All Townhouse Lots and Units owned by the Declarant which are undeveloped or under construction until the same be rented or sold, except that Declarant is not relieved of its proportionate share of assessments attributable to the blanket insurance provided for in Article VI, paragraph 1.a. if such blanket policy covers Declarant's Townhouse Units and its proportionate share of any building maintenance for maintenance on buildings owned by it and maintained by the Association. The Declarant shall be given a credit for all funds it has in the past advanced or in the future shall advance for the purposes that monthly or special assessments can be made under this Declaration.

11. Initiation Fees. The Board of Directors shall have the right to assess a one time initiation fee not to exceed one (1) monthly assessments for Townhouse Units upon the initial and first occupancy of such Unit.

#### ARTICLE VI Insurance

1. Insurance to be Obtained and Maintained by Association. The Board of Directors of the Association shall within its reasonable discretion obtain and maintain to the extent reasonably available, the following:

a. "Blanket" casualty insurance naming the Association as insured for the benefit of the Owners and mortgagees in an amount equal to the full replacement value (i.e., one hundred percent (100%) of "replacement cost" exclusive of land, foundation and excavation), respectively, of the improvements located upon real estate owned by the Association and further, insuring all Townhouse Units, garages and improvements owned by the Owners, without deduction or allowance for depreciation, (as determined annually by the Board of Directors with the assistance of the insurance company affording such coverage) such coverage to afford protection against at least the following:

1. Loss or damage by fire or other hazards covered by the standard extended coverage endorsement;
2. Such other risks as shall customarily be covered with respect to property similar in construction, location and use, including but not limited to, cost of demolition, vandalism, malicious mischief, windstorm, water damage, machinery explosion or damage, and such other insurance as the Board of Directors may from time to time determine; and

b. Public liability insurance, in such amounts and in such forms as may be considered appropriate by the Board of Directors with the assistance of the insurance company affording such coverage. For any and all other liability incident to the Ownership and/or use of the Common Areas and Facilities.

c. Workmen's compensation insurance to the extent necessary to comply with any applicable law; and

d. "Legal Expense Indemnity Endorsement," or its equivalent, affording protection for the officers and directors of the Association for expenses and fees incurred by any of them in defending any suit or settling any claim, judgment or cause of action to which any such officer or director shall have been made a party by reason of his or her services as such; and

e. Fidelity insurance against dishonest acts on the part of directors, managers, trustees, employees or volunteers responsible for handling funds collected and held for the benefit of the Owners shall be maintained naming the Association as insured in an amount equal to no less than one and one-half (1 1/2) times the Association's annual operating expenses and reserves.

f. Such other policies of insurance if deemed advisable by the Board of Directors of the Association.

g. Should the "Blanket Casualty Insurance" as it regards the Townhouse Units, garages and improvements owned by the Owners prove to be cost prohibitive, whether due to premiums or administrative expense, prohibited by law, or deemed inadvisable by a majority of the Board of Directors, then subject to the vote as hereinafter provided, such insurance coverage shall be furnished by the individual Unit Owners on that

Owners Townhouse, garage and improvements at the Owner's expense, which insurance shall contain, as minimum coverages, those required in the blanket insurance, provided further, that such insurance shall contain a loss payable clause in favor of the Post Hill Homeowners Association, as insurance trustee, for the benefit of the Owners and Mortgagees, as their interests may appear. The Association shall not be liable for premiums. In the event of loss all insurance companies are authorized to make payment for such loss directly to the Post Hill Homeowners Association, which shall hold such proceeds in trust to be disbursed only in payment of the costs of replacement, reconstruction or repair of the damaged property. Annually, the Association may require evidence of insurance coverage from each Owner.

Conversion from blanket insurance to individual insurance shall require assent of the majority of the votes of the members who are voting in person or by proxy at a meeting duly called for that purpose. Written notice of such meeting shall be sent to all members not less than 30 days and not more than 60 days in advance.

2. Insurance May be Obtained and Maintained by Townhouse Unit Owner. The Owner of any Lot and Townhouse Unit may obtain additional insurance at their own expense, including liability insurance to cover accidents or damage to persons or property occurring within his or her own individual Townhouse Unit. Each individual Townhouse Unit Owner may purchase insurance upon his own personal property and any additional improvements located within his individual Townhouse Unit.

#### ARTICLE VII

##### Management, Maintenance, Repairs, Utilities, Alterations and Improvements And Architectural Control Committee

1. Manager or Managing Agent. The management, repair, alteration and improvement of all improvements constructed upon real estate owned by the Association, the exteriors of improvements owned by the Owners and all other property as set forth hereinafter as the responsibility of the Association, shall be the responsibility of the Board of Directors of the Association. The operation of the Homeowners Association may be overseen by a professional manager employed by the Association. Said Board of Directors may delegate all or any portion of its authority to a manager or managing agent. Such delegation shall be evidenced by a management contract which shall not exceed three (3) years in duration and which shall set forth such duties and responsibilities as the Board of Directors may from time to time determine.

##### 2. Maintenance, Repair, and Utilities

###### a. By the Association;

From the proceeds of assessments received pursuant to Article V of this Declaration, the Association shall provide routine repair, maintenance and care for interior private streets and sidewalks, private storm sewers, water lines where provided for in Article V, Section 2.f. of this Declaration, exterior building surfaces, roofs, walks and other exterior improvements, excluding glass, owned by the Association of the Owners, and all

trees, shrubs and grass within the Common Areas. The frequency and the materials to be used in the performance of all such routine repair, maintenance and care shall not be subject to the control of any Owner. In the event that the need for such maintenance, care or repair or extraordinary services to any Townhouse Unit is caused by the modification of the original design of a Townhouse Unit, the addition of improvements by the Owner, or through the willful or negligent act of an Owner, family, guests or invitees, the cost of such maintenance, care, or repair not covered by insurance shall be added to and become an additional assessment, in addition to the assessment to which such Owner's Unit is subject, and must be paid by or on behalf of said Owner within thirty (30) days after written demand therefore from the Board of Directors of the Association and shall be enforceable and secured by a lien as in the case of all other assessments.

Further, from the proceeds of assessment, the Association shall provide for water, but only when required in Article V, Section 2.f. of this Declaration.

b. **By Individual Owners:**

The responsibility of each individual Owner shall be as follows:

To maintain, repair and replace at his expense all portions of his Lot and Townhouse Unit constructed thereon which are not the responsibility of the board of directors of the Association, including but not limited to all appliances, heating, plumbing, electrical, air conditioning, air conditioning compressor and related facilities, fixtures, or installations, and any portion of any utility services, including service lines from the Townhouse Unit to the main line where individually served, located within the Lot and Townhouse Unit constructed thereon, and located within all other improvements attached to and comprising the townhouse structure. Each Owner shall be responsible for the repair, maintenance, care and replacement of all windows and other glass surfaces, doors, and all interior improvements and fixtures which are appurtenant to each Townhouse Unit, including without limitation responsibility for all breakage, damage, malfunction, repair and maintenance thereof, and the structural integrity of individual unit.

Each Owner shall keep clean and groomed any enclosed fence area appurtenant to their Unit, whether owned or not.

Further, each Owner shall pay all utilities to his Townhouse Unit except in those instances where water is paid for by the Association as set out in Article V, Section 2.f. of this Declaration.

c. **Improvements and Alterations.** No Owner may paint or otherwise decorate or change the appearance of any exterior portion of his Townhouse Unit without the prior written consent of the board of directors of the Association.

Except for original construction by the Declarant, and except for purposes of maintenance and repairs as provided in this Declaration, no building, fence, wall, sports equipment, machinery, or other improvements or structures shall be commenced, erected, placed, moved or maintained upon the real estate, the Lot or any individual Townhouse

Unit, nor shall any exterior addition to or change (including any change in color) or alteration therein be made until the complete plans and specifications showing the precise and exact nature, kind, shape, height, setback, materials, color and location of the same shall have been submitted to and approved in writing by the Board of Directors of the Association or by an architectural control committee appointed by the Board of Directors.

3. Architectural Control Committee. The Architectural Control Committee, if appointed by the Board of Directors, shall be composed of not less than three (3) nor more than seven (7) natural persons designated from time to time by the board of directors and such person shall serve at the pleasure of the board of directors.

In the event the Board of Directors fails to appoint an architectural control committee, then the board of directors shall constitute the committee. The affirmative vote of a majority of the members of the Architectural Control Committee shall be required in order to adopt or promulgate any rule or regulation or to make any finding, determination, ruling or order, or to issue any permit, consent, authorization, approval of the like pursuant to the authority contained in this Declaration.

a. Approvals. Upon approval by the Architectural Control Committee of any plans and specifications submitted pursuant to the provisions of this Declaration and upon subsequent approval by the applicable governmental agency authorized to issue building permits, a copy of such plans and specifications and a copy of all building permits as approved shall be deposited among the permanent records of the Association and a copy of such plans and specifications and building permits bearing such approval in writing, shall be returned to the applicant submitting the same. In the event the committee fails to approve or disapprove any plans and specifications which may be submitted to it pursuant to the provisions of this Declaration within sixty (60) days after such plans and specifications (and all other material and information required by the committee) have been submitted to it in writing, then approval will not be required and this article will be deemed to have been fully complied with.

Approval of the Architectural Review Committee must be obtained in writing before any city building permits are issued. By recordation of this Declaration, the applicant shall not request a building permit without having the written approval of the Architectural Review Committee.

b. Limitations. Construction or alterations in accordance with plans and specifications approved by the Architectural Control Committee shall be commenced within six (6) months following the date upon which the same are approved, and shall be substantially completed within twelve (12) months following the date of commencement or within such longer period as the committee shall specify in its approval. In the event construction is not commenced within said period, then approval of the plans and specifications by the committee shall be conclusively deemed to have lapsed and compliance with the provisions of this article shall again be required. There shall be no deviation from plans and specifications approved by the committee without the prior consent in writing of the committee. Approval for use on any Lot of any particular plans and specifications or shall not be construed as a waiver of the right of the

committee to disapprove such plans and specifications or any elements or features thereof in the event such plans and specifications are subsequently submitted for use upon any other Lot or Lots.

c. Certificate of Compliance. Upon the completion of the construction or alteration of any building, fence, wall or other improvements or structure in accordance with plans and specifications approved by the Architectural Control Committee, the committee shall, at the request of the Owner thereof, issue a certificate of compliance which shall be prima facie evidence that the building, fence, wall or other improvements or structures referred to in said certificate have been approved by the committee and constructed or installed in full compliance with the provisions of this article, and with such other provisions and requirements of this Declaration as may be applicable.

d. Rules and Regulations. The Architectural Control Committee may from time to time adopt and promulgate such rules and regulations regarding the form and content of plans and specifications to be submitted for approval and may publish such statements of policy, standards, guidelines and/or establish such criteria relative to architectural styles or details, or other matters, as it may consider necessary or appropriate. No such rules, regulations, statements, criteria or the like shall be construed as a waiver of the provisions of this article or any other provision or requirement of this Declaration. The architectural control committee may charge and collect a reasonable fee for the examination of any plans and specifications submitted for approval pursuant to the provisions of this article. The decisions of The Architectural Control Committee shall be final except that any Owner who is aggrieved by any action or forbearance from action by the Architectural Control Committee may appeal the decision of the Architectural Control Committee to the Board of Directors of the Association, and, upon the written request of such Owner, shall be entitled to a hearing before the Board of Directors. The vote of a majority of the Board of Directors shall be required to reverse or otherwise modify any decision of the Architectural Control Committee.

e. Enforcement - Right to Remove or Correct Violation. In the event any building, fence, wall, sports equipment or other improvements or structure shall be commenced, erected, placed, moved or maintained upon any Lot, otherwise than in accordance with the provisions and requirements of this article, then the same shall be considered to have been undertaken in violation of this article and without the approval of the architectural control committee required herein, and, upon written notice from the board of directors or the architectural control committee, such building, fence, wall, sports equipment or other structure or improvements shall be promptly removed. In the event the same is not removed, or the violation is not otherwise terminated within fifteen (15) days after notice of such violation is delivered to the Owner of the Lot upon which such violation exists, then the Association shall have the right, through its agents and employees (but only after a resolution of the board of directors or the architectural control committee) to enter upon such Lot and to take such steps as may be necessary to remove or otherwise terminate such violation and the cost thereof (including legal and court costs incurred by the Association to enforce the provisions hereof) may be assessed against the Lot upon which such violation occurred, and when so assessed, a statement for the amount thereof shall be rendered to the Owner of said Lot at which time the assessment shall

become due and payable and a continuing lien upon such Lot, in all respects (and subject to the same limitations) as provided in Article Five, paragraph 8 of this Declaration. The Association shall have the further right, through its agents, employees or committees, to enter upon and inspect any Lot at any reasonable time for the purpose of ascertaining whether any violation of the provisions of this article, or any of the other provisions or requirements of this Declaration, exist on such Lot; and neither the Association nor any such agent or employee shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection. All of these rights shall inure to and be enforceable at any time by the Declarant.

f. Declarant's Rights. Until the Declarant no longer has a majority control of the votes, the Declarant shall have the right to act for and on behalf of the Architectural Control Committee.

### ARTICLE III Party Walls

1. Townhouse Units may have at least one wall in common with an adjoining Townhouse Unit, which common wall or walls will be built on a dividing line between Lots. Each such common wall shall be a party wall and the rights and obligations of the Owners of such party walls shall be as follows:

a. General Rules. To the extent not inconsistent with this article, all laws applicable to party walls and liability for property damage due to negligence or willful acts or omissions in the State of Missouri shall apply thereto. No Owner of any Townhouse Unit shall cut through or make penetration through a party wall for any purpose whatsoever.

b. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of the party wall shall be shared by the Owners who make use of the wall except such repair and maintenance required to be made by the Association as set forth hereinbefore.

c. Destruction by Fire or Other Casualty. If a party wall is damaged or destroyed by fire or other casualty, then to the extent that such damage is not covered by insurance and repaired out of the proceeds of same, said wall shall be repaired or replaced by the Owners thereof and the cost of such repairs or replacement shall be borne equally without prejudice, however, to the right of any such Owner to call for a larger contribution from the other under any rule of law regarding liability for negligence or willful acts or omissions.

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

e. Right to Contributions. The right of any Owner to contributions from any other Owner under this article shall be appurtenant to the Lot and Townhouse Unit and shall pass to such Owner's successors in title.

f. Arbitration. In the event of any dispute arising concerning any party wall, the same shall be determined by compulsory arbitration. Each party shall choose one arbitrator and such arbitrators shall choose one additional arbitrator and the decision shall be by a majority of all the arbitrators. If any party refuses to appoint an arbitrator within ten (10) days after written request therefor, the board of directors of the Association shall have the authority to select an arbitrator for the refusing party. In all cases of arbitration, the parties thereto shall each pay his or her own expenses, and all their expenses shall be divided equally.

g. Easement for Encroachments. If any portion of the common party wall, as it now stands, encroaches on either of the properties served by such wall, a valid easement for said encroachment, and for the maintenance of the same, shall exist for as long as the party wall remains standing. In the event that the party wall as it now stands is partially or totally destroyed, and then reconstructed, the previous minor encroachment shall be permitted in the reconstruction, and a valid easement for said encroachment and the maintenance of the same shall exist.

#### ARTICLE IX

##### Utility Easements, Easements for Minor Encroachments, Easements for Ingress and Egress to Lots, and General Easements for Benefit of the Association

1. Utility Easements. The Declarant will install or cause to be installed lines, pipes, conduits, meters and other utility facilities referred to as "utility lines," for the purpose of providing such storm and sanitary sewer, electricity, gas, water, telephone and cable television services to the individual Townhouse Units, and to the Common Areas. To insure that such utility lines, photo-cell lights, meters and other utility equipment shall be kept, maintained, restored, repaired and replaced, Declarant hereby reserves unto itself and grants to the Association, its successors and assigns, and to the City of Kansas City, Missouri, and any and all public utilities, for the benefit of the Owners, the following permanent rights, licenses and easements:

a. An easement to keep, maintain, restore, repair and replace any such utility lines, photo-cell lights, meters and other utility equipment over, under and across any Association property or Lot and Townhouse Unit for the purpose of maintaining, restoring, repairing or replacing any utility lines, and for the purpose of reading any meter installed with respect to any utility line.

b. If, in order to maintain, restore, repair or replace the utility line or other utility equipment that serves more than one Townhouse Unit, it becomes necessary to breach through walls, excavate or otherwise damage a Townhouse Unit, or Association property entered, the damages caused by such entry shall be repaired and the Townhouse Unit or Association property entered shall be restored to substantially the same condition



as prior to such damage, as a common expense of the Association. Expenses applicable to removal of obstructions in a sewer line from the basement floor to the top floor of an attached Townhouse Unit shall be assumed and paid by the Owner of such Unit and shall not be a common expense.

c. If it becomes necessary to maintain, restore, repair or replace utility lines which serve more than one Townhouse Unit, then the cost of such maintenance, restoration, repair or replacement to its former condition shall be a common expense of the Association.

d. If, for any reason, there is any change made to the grade over easements granted to Kansas City, Missouri, the Association will be responsible for the relocation of water mains, if necessary, in order to maintain cover as required by the Kansas City, Missouri Water Department.

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

3. Blanket Easement. There is hereby created a blanket easement upon, across, over and under all of the real estate for ingress and egress, installment, operation, replacing, repairing and maintaining utilities, including but not limited to water, sewer, telephone, television, electricity, gas and drainage facilities, or as Declarant may approve, together with the right to remove any obstruction that may be placed in such easement areas that would constitute interference with the use of such easement or with the use, maintenance, operation or installation of such utilities or drainage facilities. Notwithstanding anything to the contrary contained in this paragraph, or in this Declaration, no sewer, electrical line, water line or other utilities may be installed or relocated upon property owned by the Association or by Owners until approved by Declarant so long as it owns any real estate and thereafter by the Association's board of directors. Neither Declarant nor any utility company or other authorized entity using the easements shall be liable for any damage done by the, their employees or agents, to shrubbery, trees, flowers or other improvements located on the land covered by said easements. The Owners of the respective Townhouse Units shall not be deemed to separately own pipes, wires, conduits or other service lines running through their property, which are utilized for or serve other Units or the Common Areas, but each Owner shall have an easement in and to the aforesaid facilities as shall be necessary for the use, maintenance and enjoyment of his Townhouse Unit. The Owner of a Townhouse Unit is prohibited from disconnecting any utility line, meter, photo-cell light device, or any other utility equipment, and all Owners of Townhouse Units are prohibited from intentionally interrupting the utility services rendered to Owners of other Townhouse Units or the Common Areas. All expenses incurred by the Association in reconnecting or repairing utility services as the result of the intentional disruption of such service by a Townhouse

Unit Owner shall be assessed against said Owner. It shall be the obligation of the Association to maintain all water lines where provided for in Article V, Section 2.f, of this Declaration and all sewer lines and facilities from the basement or exterior of Townhouse Units (other than detached single family Townhouse Units) to the City water line and sewer line, such lines to be located within such easement areas. All expenses for such maintenance shall be a common expense to be paid from fees and charges received by the Association pursuant to this Declaration.

4. Easement for Ingress and Egress. The Declarant hereby reserves to itself, its successors and assigns, and hereby grants to the Association, its successors and assigns, for the benefit of each Owner, an easement for ingress and egress to each Townhouse Unit over and across all Common Areas and Facilities.

Further, Declarant hereby grants to the City of Kansas City, Missouri, an easement for police and fire protection as well as garbage collection. In performing and carrying out its duties for which the easement is herein granted, the City will not be responsible for any damage which may occur by virtue thereof.

5. Association Easement. The Declarant hereby establishes and reserves to itself, its successors and assigns, and hereby grants to the Association, its successors and assigns, an easement over, under and across all real estate subject to this Declaration, for the benefit of each Owner, for the purposes of executing any of the powers, rights or duties granted to or imposed upon the Association by the terms of this Declaration, or the Articles of Incorporation and Bylaws of the Association.

#### ARTICLE X Use Restrictions

##### 1. Use of Land as Single Family Residence.

Each Townhouse Unit will be constructed upon an individual Lot evidenced by a warranty deed to be recorded in the office of the Recorder of Deeds for Platte County, Missouri. Each Townhouse Unit conveyed shall be designated by a separate legal description and shall constitute a fee simple estate subject to the terms, conditions, and provisions hereof.

Each Townhouse Unit shall be used solely for a private residence, and no professional business or commercial use shall be made of the same or any portion thereof; nor shall an Owner's or tenant's use of the Unit endanger the health or disturb the reasonable enjoyment of any other Owner or resident.

Except for improvements owned by the Association, only Townhouse Units, which are single family residences which may be joined together by a common wall or walls and/or common roofs and/or foundations shall be constructed upon the real estate subject to this Declaration. No appurtenant building or other structure will be permitted to be constructed on any Lot without the prior consent of the architectural control committee as provided hereinabove.

2. Design and Location of Townhouse Units: Additional Use Restrictions

a. After the original construction by the Declarant, no Townhouse Units shall be erected, placed, altered or externally improved on any Lot until the building plans and specifications, exterior color scheme, materials, grading and the location thereof have been approved in writing by the Declarant, the Association Board of Directors or the Architectural Control Committee, as set forth in this Declaration.

b. No structure of a temporary character, trailer, vehicle, basement, tent, shack, garage, barn or other outbuildings shall be used on any Lot or within the subdivision at any time as a residence, either temporarily or permanently.

c. No clothes lines, antennas, satellite dishes, signs, billboards, unsightly objects or nuisance shall be erected, placed or permitted. No awnings, canopies, shutters, or radio and television antennas or satellite dishes shall be affixed to or placed upon an exterior wall, window, or roof of a Townhouse Unit without the prior written consent of the Association/Board of directors.

d. No storage of any type shall be allowed at any time on the Owner's property except within the private enclosed Townhouse Unit or garage of the Owner, and the same shall not be stored in such manner as to be exposed to public view. No boat, camper, trailer, truck, mobile home, or self-propelled recreational vehicle of any type whatsoever may be parked, stored, or otherwise located at any location within the area affected by these restrictions except for a period of time reasonably necessary for loading or unloading of personal property into the same by Owner. Provided, however, that no person shall be allowed to use such vehicle for cooking or sleeping purposes at any time or for any reason whatsoever.

e. No major repair, rebuilding or maintenance of any vehicle shall be permitted except within the private enclosed garage, if any, of the Owner. No major repair, rebuilding or maintenance of any vehicle shall be permitted in open parking areas or carports. This includes, but is not limited to automobiles, trucks, campers, trailers and boats. No non-operable vehicle of any kind, nor any vehicle without current license tags may be kept on any Unit, yard, driveway or street in front of any Unit at any time.

f. The foregoing covenants of this Declaration shall not apply to the activities of the Association or the activities of the Declarant, its agents and employees. The Declarant may maintain while constructing and selling Townhouse Units in or upon such portions of the real estate as Declarant may determine, such facilities as in its sole discretion may be necessary or convenient including but without limitation, offices, storage areas, model units and signs.

g. No dog or other animal pen or run may be maintained at any time or place. No animals, livestock, or poultry of any kind shall be raised, bred or kept at any time or place, except dogs, cats or other common household pets, not be exceed a total of two (2), which may be kept, provided that they are not kept, bred or maintained for any commercial

10748 P&L 755

purposes. All such pets must be confined at all times within the interior of the Unit, within any permitted fenced area of a townhouse patio or on a leash under the direct supervision and control of the Owner.

h. All rubbish, trash or garbage or unrightly debris shall be kept so as not to be seen from the neighboring units and streets, except that garbage and trash may be set out the evening before the trash pick-up.

i. All fixtures and equipment installed within a Townhouse Unit, commencing at a point where the utility lines, pipes, wires, conduit or systems enter the exterior walls of the Townhouse Unit, shall be maintained and kept in repair by the Owner thereof. An Owner shall do no act nor any work that will impair the structural soundness or integrity of another Townhouse Unit or impair any easement or hereditament nor do any act nor allow any condition to exist which will adversely affect the other Townhouse Units or their Owners.

j. No vehicles shall be parked on streets or drive except in designated parking areas nor parked so as to obstruct ingress and egress by Owners of Townhouse Units, their families, guests and invitees, except for the reasonable needs of emergency, construction, or service vehicles for a time limited to as briefly as possible. Except for the reasonable needs of emergency, construction, delivery or pickup, or service vehicles, no truck exceeding one-half (1/2) ton pick-up size shall be permitted to park in Post Hill. No Owner shall park his vehicle in the designated parking areas.

k. Except in the individual patio areas appurtenant to a Townhouse Unit, no planting or gardening shall be done, and no fences, hedges or walls shall be erected or maintained upon said property, except as installed in accordance with the initial construction of the building or as approved by the Association's Board of Directors or their designated Architectural Control Committee. No chain link boundary fences shall be allowed upon any townhouse Lot.

l. No noxious or offensive activity shall be carried on in any one Townhouse Unit or upon the Common Areas nor shall anything be done thereon which may be or may become an annoyance or nuisance to other Owners and to the neighborhood.

m. No signs, including real estate sale signs, billboard or advertising structures of any kind may be placed or stored upon any Lot, Common Area, street or drive in this addition except as authorized by the Declarant.

3. Disclosure Notice.

a. The subdivision of Post Hill, Kansas City, Missouri, accepts as part of its covenants and restrictions, the following Fair Disclosure Statement (Also see Exhibit "B"):

DOC#0748 PAGE 735

**FAIR DISCLOSURE STATEMENT**  
**NOTICE TO PROSPECTIVE BUYERS OF REAL PROPERTY OR LESSEES OF**  
**RENTAL PROPERTY WITHIN AIRCRAFT NOISE EXPOSURE AREAS**

1. An aircraft noise exposure area exists in the environs of K.C. International Airport. All land within the area is or may be at a future date exposed to aircraft noise levels of Ldn 60 or higher. Noise levels of Ldn 60 can be annoying or disturbing.

2. No person who acquires property or an interest therein, or who leases property or an interest therein within the aircraft noise exposure area after the date on which this statement is signed, shall be entitled to recover damages from Metro North State Bank and the City of Kansas City, Missouri, with respect to the noise attributable to aircraft operations of K.C. International Airport unless, in addition to any other elements for recovery of damages, such person can show that said damage occurred as a result of one or more of the following, any one or all of which occurred after the date of the acquisition or lease of such property or interest therein:

- a. A major change in the approved Airport layout plan or interest therein.
- b. A significant change in flight patterns.

3. The undersigned acknowledges that he or she has been informed that the property being considered for (purchase) (lease) at: \_\_\_\_\_

is within the aircraft noise exposure area for K.C. International Airport. He or she further acknowledges that he or she has been given a copy of the K.C. International Airport exposure map, (a copy of which is attached hereto). The undersigned has read and fully understands all of the provisions relating to this Fair Disclosure Statement.

*/s/* **WITNESS WHEREOF**, the parties have executed this statement as of the day and year written below.

Date: 11-26-20, 1990.

Richard S. Finner  
Print Name of Buyer or Lessee

\_\_\_\_\_  
Print Name of Seller, Lessor, Broker

2151 Whittier Circle Dr.  
Current Address

\_\_\_\_\_  
Company

Kansas City, Mo. 64112  
City State Zip

\_\_\_\_\_  
Address

0748 735

*Richard L. Harris*  
Signature

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

\_\_\_\_\_  
Signature

b. Dwellings within the subdivision of Post Hill will comply with the uniform building codes, including Chapter 35, Sound Transmission Control.

ARTICLE XI  
General Provisions

1. Temporary Trustee. Prior to the actual organization or incorporation of the Association contemplated by this Declaration, and further, prior to the sale of all the Units in Post Hill, Declarant has the right, at its option, to perform the duties, assume the obligations, levy and collect the assessments and otherwise exercise the powers herein given to the Association in the same way and manner as though such powers and duties were herein given directly to Declarant. Declarant may, during this time, assign its right, as Trustee to the Association, if, in Declarant's opinion, it is deemed advisable.

2. Zoning. Declarant reserves the right to amend or resurvey the plat of the subdivision to the extent the same is reasonably necessary for the development of the subdivision. In furtherance hereof, each Owner, by accepting title to property bound by this Declaration, thereby grants to Declarant an irrevocable durable Power of Attorney to do so.

3. Amendment. The Declaration may be amended by the then Owners of the fee simple title of a majority of the Units and Lots then subject to this Declaration, by recording such Amendment in the Recorder of Deeds of Platte County, Missouri.

4. Legal Action. Declarant, the Association or any Owner of any Unit in said subdivision shall have the right to obtain from any Court of competent jurisdiction an injunction, mandatory or otherwise, to prevent a breach, or to enforce the keeping of any of said restrictions, and may bring any other proper legal action. Failure to sue at time of violation shall, in no event, be deemed a waiver of the right to do so thereafter. In the event that Declarant or the Association brings a legal action, the prevailing party shall be entitled to its reasonable attorney's fees and costs.

5. Notices. A written or printed notice deposited in the United States Post Office with postage prepaid and addressed to the respective Owners at the last address listed with the Association shall be deemed to be sufficient and proper notice for any purposes of this Declaration where notices are required; provided, however, said notice may be given by any other means and a record kept for that purpose shall be prima facie evidence that notice has been given.

6. Duration. The above covenants and restrictions shall continue and be in full force and effect until December 31, 2025, and shall automatically be continued thereafter for successive periods of twenty-five (25) years each; provided, however, that the then Owners of the fee simple title of three-fourths (3/4) of the Lots and/or Townhouse Units hereina described, may release the land or any part of it from any one or more of said restrictions, on December 31, 2025 or at expiration of any twenty-five (25) year period thereafter, by executing and acknowledging an appropriate agreement in writing for such purpose, and filing the same in the Office of the Recorder of Deeds of Platte County, Missouri.

Notwithstanding anything in this Section 6 to the contrary, the provisions of this Declaration regarding maintenance of streets and utilities may not be released as long as the same are in use.

7. Assignment. The right to assign all of the rights, benefits, duties and obligations of any Declarant is expressly reserved. Upon the execution and recording of an instrument of assignment, all of such rights, benefits, duties and obligations shall be assigned and conferred upon such assignee as Declarant. Upon such assignment, the current Declarant shall be relieved of any and all past, present and future obligations, duties and any liability.

8. Rule Against Perpetuities - Restraints on Alienation. It is expressly provided that the rule of property known as the Rule Against Perpetuities and the rule of property restricting unreasonable restraints on alienation shall not be applied to defeat any of the provisions of this Declaration.

9. Severability. Invalidity of any one of these covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

10. Covenants Running with the Land. All of the provisions of this Declaration shall be deemed to be covenants running with the land and shall be binding upon Declarant and upon their successors and assigns.

0748mu 735

IN WITNESS WHEREOF, Metro North State Bank, a Missouri banking corporation, has executed this instrument as of this 26 day of November, 1990.

METRO NORTH STATE BANK,  
a Missouri banking corporation

By [Signature]  
Vice President



ATTEST:

[Signature]

STATE OF MISSOURI }  
COUNTY OF Clay } ss:

On this 26th day of November, 1990, before me appeared David D. Smith to me personally known, who being by me duly sworn did say that he is the Vice President of Metro North State Bank, a Missouri banking corporation, and that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed in behalf of the corporation by authority of its Board of Directors, and David D. Smith acknowledged the instrument to be the free act and deed of the corporation.

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

[Signature]  
Notary Public

My commission expires:

[Stamp]  
CHRISTINE JOHNSON  
NOTARY PUBLIC STATE OF MISSOURI  
CLAY COUNTY  
MY COMMISSION EXP. APR. 8, 1991



NO. 0748 MC 735



## EXHIBIT A

### TRACT:

All of Lots 1 thru 21 and Tract A & B inclusive, POST HILL,  
a subdivision in Kansas City, Platte County, Missouri,

### EXCEPT

Part of Lot 4, POST HILL, a subdivision of land in Kansas City, Platte County, Missouri, described as follows: Commencing at the Southeast corner of said Lot 4; thence North 84 degrees 33 minutes 56 seconds West (All bearings herein are referenced to the recorded plat of said subdivision) on the South line of said Lot 4, 179.20 feet; thence North 4 degrees 28 minutes 00 seconds East, 35.00 feet; thence North 85 degrees 32 minutes 00 seconds West, 101.90 feet to the point of beginning; thence continuing North 85 degrees 32 minutes 00 seconds West, 24.30 feet; thence North 4 degrees 28 minutes 00 seconds East, 38.40 feet; thence South 85 degrees 32 minutes 00 seconds East, 24.30 feet; thence South 4 degrees 28 minutes 00 seconds West, 38.40 feet to the point of beginning. (Surveyed legal description of Unit 6)

### ALSO EXCEPT

Part of Lot 4, POST HILL, a Subdivision of land in Kansas City, Platte County, Missouri, described as follows: Commencing at the Southeast corner of said Lot 4; thence North 84 degrees 33 minutes 56 seconds West (All bearings herein are referenced to the recorded plat of said subdivision) on the South line of said Lot 4, 179.20 feet; thence North 4 degrees 28 minutes 00 seconds East, 32.90 feet; thence North 85 degrees 32 minutes 00 seconds West, 24.10 feet to the point of beginning; thence continuing North 85 degrees 32 minutes 00 seconds West, 25.90 feet; thence North 4 degrees 28 minutes 00 seconds East, 36.30 feet; thence South 85 degrees 32 minutes 00 seconds East, 25.90 feet; thence South 4 degrees 28 minutes 00 seconds West, 36.30 feet to the point of beginning. (Surveyed legal description of Unit 3)

### ALSO EXCEPT

Part of Lot 4, POST HILL, a Subdivision of land in Kansas City, Platte County, Missouri, described as follows: Commencing at the Southeast corner of said Lot 4; thence North 84 degrees 33 minutes 56 seconds West (All bearings herein are referenced to the recorded plat of said subdivision) on the South line of said Lot 4, 179.20 feet; thence North 4 degrees 28 minutes 00 seconds East, 35.00 feet; thence North 85 degrees 32 minutes 00 seconds West, 50.00 feet to the point

WCA 0748 nu 735

of beginning; thence continuing North 85 degrees 32 minutes 00 seconds West, 26.00 feet; thence North 4 degrees 28 minutes 00 seconds East, 36.30 feet; thence South 85 degrees 32 minutes 00 seconds East, 26.00 feet; thence South 4 degrees 28 minutes 00 seconds West, 36.30 feet to the point of beginning. (Surveyed legal description of Unit 4)

ALSO EXCEPT

Part of Lot 4, POST HILL, a Subdivision of land in Kansas City, Platte County, Missouri, described as follows: Commencing at the Southeast corner of said Lot 4; thence North 84 degrees 33 minutes 56 seconds West (All bearings herein are referenced to the recorded plat of said subdivision) on the South line of said Lot 4; 179.20 feet; thence North 4 degrees 28 minutes 00 seconds East, 36.50 feet; thence North 85 degrees 32 minutes 00 seconds West, 126.20 feet to the point of beginning; thence continuing North 85 degrees 32 minutes 00 seconds West, 26.20 feet; thence North 4 degrees 28 minutes 00 seconds East, 37.20 feet; thence South 85 degrees 32 minutes 00 seconds East, 26.20 feet; thence South 4 degrees 28 minutes 00 seconds West, 37.20 feet to the point of beginning. (Surveyed legal described of Unit 7)

ALSO EXCEPT

Part of Lot 4, POST HILL, a Subdivision of land in Kansas City, Platte County, Missouri, described as follows: Commencing at the Southeast corner of said Lot 4; thence North 84 degrees 33 minutes 56 seconds West (All bearings herein are referenced to the recorded plat of said subdivision) on the South line of said Lot 4; 179.20 feet; thence North 4 degrees 28 minutes 00 seconds East, 34.70 feet; thence North 85 degrees 32 minutes 00 seconds West, 76.00 feet to the point of beginning; thence continuing North 85 degrees 32 minutes 00 seconds West, 25.90 feet; thence North 4 degrees 28 minutes 00 seconds East, 36.90 feet; thence South 85 degrees 32 minutes 00 seconds East, 25.90 feet; thence South 4 degrees 28 minutes 00 seconds West, 36.90 feet to the point of beginning. (Also known as Unit 5, Lot 4 Post Hill)

ALSO EXCEPT

Part of Lot 4, POST HILL, a Subdivision of land in Kansas City, Platte County, Missouri, described as follows: Commencing at the Southeast corner of said Lot 4; thence North 84 degrees 33 minutes 56 seconds West (All bearings herein are referenced to the recorded plat of said subdivision) on the South line of said Lot 4; 179.20 feet; thence North 4

W748 735

degrees 28 minutes 00 seconds East, 30.50 feet to the point of beginning; thence continuing North 4 degrees 28 minutes 00 seconds East, 39.00 feet; thence 25 degrees 32 minutes 00 seconds West 24.10 feet; thence South 4 degrees 28 minutes 00 seconds West, 39.00 feet; thence South 85 degrees 32 minutes 00 seconds West, 24.10 feet to the point of beginning.

ALSO EXCEPT

Part of Lot 4, POST HILL, a Subdivision of land in Kansas City, Platte County, Missouri, described as follows: Commencing at the Southeast corner of said Lot 4; thence North 84 degrees 33 minutes 56 seconds West (All bearings herein are referenced to the recorded plat of said subdivision) on the South line of said Lot 4, 179.20 feet; thence North 4 degrees 28 minutes 00 seconds East, 30.50 feet to the point of beginning; thence continuing North 4 degrees 28 minutes 00 seconds East, 37.00 feet; thence South 85 degrees 32 minutes 00 seconds East, 26.60 feet; thence South 4 degrees 28 minutes 00 seconds West, 2.4 feet; thence South 85 degrees 32 minutes 00 seconds East, 2.00 feet; thence 4 degrees 28 minutes 00 seconds West, 6.80 feet; thence North 85 degrees 32 minutes 00 seconds West, 2.00 feet; thence South 4 degrees 28 minutes 00 seconds West, 27.80 feet; thence North 85 degrees 32 minutes 00 seconds West, 26.60 feet to the point of beginning.

W-10748 H-1735

**EXHIBIT "B"**

**FAIR DISCLOSURE STATEMENT**

**NOTICE TO PROSPECTIVE BUYERS OF REAL PROPERTY OR LESSEES OF  
RENTAL PROPERTY WITHIN AIRCRAFT NOISE EXPOSURE AREAS**

1. An aircraft noise exposure area exists in the environs of K.C. International Airport. All land within the area is or may be at a future date exposed to aircraft noise levels of Ldn 60 or higher. Noise levels of Ldn 60 can be annoying or disturbing.
2. No person who acquires property or an interest therein, or who leases property or an interest therein within the aircraft noise exposure area after the date on which this statement is signed, shall be entitled to recover damages from Metro North State Bank and the City of Kansas City, Missouri, with respect to the noise attributable to aircraft operations of K.C. International Airport unless, in addition to any other elements for recovery of damages, such person can show that said damage occurred as a result of one or more of the following, any one or all of which occurred after the date of the acquisition or lease of such property or interest therein:

- a. A major change in the approved Airport layout plan or interest therein.
- b. A significant change in flight patterns.

3. The undersigned acknowledges that he or she has been informed that the property being considered for (purchase) (lease) at:

Address \_\_\_\_\_

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

is within the aircraft noise exposure area for K.C. International Airport. He or she further acknowledges that he or she has been given a copy of the K.C. International Airport exposure map, (a copy of which is attached hereto).

The undersigned has read and fully understands all of the provisions relating to this Fair Disclosure Statement.

0748mc 735

011156

IN WITNESS WHEREOF, the parties have executed this statement as of the day and year written below.

Date: 11-26, 1990.

Richard C. Frazier  
Print Name of Buyer or Lessee

Print Name of Seller, Lessor, Broker

217 Ashbury Wood Dr  
Current Address

Company

Lawrence City, Mo 64152  
City State Zip

Address

City State Zip

Richard C. Frazier  
Signature

Signature

b. Dwellings within the subdivision of Post Hill will comply with the uniform building codes, including Chapter 35, Sound Transmission Control.

STATE OF MISSOURI  
NOV 27 P 4:06  
748 735  
Cathy Norris Deputy  
89/4  
0748na 735

0008164

AMENDMENT OF  
DECLARATION OF COVENANTS, RESTRICTIONS, DEVELOPMENT  
STANDARDS AND OWNERS ASSOCIATION

COMES NOW, Eugene J. Feldhausen, Secretary of the Post Hill Homeowners Association, Inc., a Missouri Not for Profit Corporation and hereby files of Record Amendments to the above stated Declaration of Covenants, Restrictions, Development Standards and Owners Association. In accordance therewith, said Eugene J. Feldhausen does hereby state and certify:

1. That the Declaration of Covenants, Restrictions, Development Standards and Owners Association was filed of record in the Office of the Recorder of Deeds of Platte County on November 27, 1990 in Book #0748, Page #735, instrument #011156.

2. (a) That at a meeting of the members of the Post Hill Homeowners Association, Inc. on May 7, 1996 duly held and called pursuant to Notice to all Members and at which a quorum was present, the following Resolutions were passed:

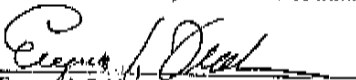
RESOLVED, that the Officers and Directors are hereby authorized and directed to do all things to perform all acts and to execute all documents concerning delinquent accounts which may be necessary to collect such accounts, including the filing of liens, the withdrawal of services and privileges to delinquent residences and the initiation of litigation to enforce the provisions of the Declarations and By-Laws concerning Post Hill Homeowners Association dues and assessments.

FURTHER RESOLVED, that the above stated Resolution shall be added to the Declaration of Covenants and Restrictions as Article V, Section 8 (c).

- (b) At the same Meeting of the members of the Post Hill Homeowners Association, Inc. the following Resolutions were passed:

RESOLVED, that the date of the submission of the annual budget for the Homeowners Association contained in Article V Section 3 in the Declaration of Covenants and Restrictions be changed to January 1st of each year so that the annual budget will be presented prior to each January 1. The next annual budget will be due prior to January 1, 1997.

FURTHER RESOLVED, that the budget presented by the Officers in January, 1996 for the calendar year 1996 is hereby ratified and confirmed.

  
Eugene J. Feldhausen  
Secretary

EX-0846 PAGE 989

1/21/94

10-14-96

STATE OF MISSOURI )  
 )SS  
COUNTY OF PLATTE )

0008164

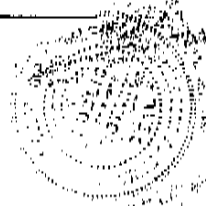
On this 12th day of June, 1996, before me, a Notary Public in and for said County and State, personally appeared Eugene J. Feldhausen, to me known to be the authorized Secretary of Post Hill Homeowners Association, Inc., of the laws of the state of Missouri, who is personally known to me to such authorized agent, and who is personally known to me to be the same person who executed, as such authorized agent, the within instrument of writing on behalf of said corporation, and such person duly acknowledged the execution of the same to be the act and deed of said corporation.

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

Jean Sprung  
Notary Public

Jean Sprung  
Printed Name

My Commission Expires: July 5, 1997



STATE OF MISSOURI )  
COUNTY OF PLATTE )SS  
I CERTIFY INSTRUMENT RECEIVED

1996 JUN 14 A 9:43.3

RECORDED BOOK 946 PAGE 989  
IDA COX, PLATTE CO., RECORDED

Gloria Boyer  
Deputy

BOOK 0846 PAGE 989



R0021260

BK0919PG0065

AMENDMENT OF DECLARATION OF COVENANTS,  
RESTRICTIONS, DEVELOPMENT STANDARDS AND OWNERS ASSOCIATION

COMES NOW, Eugene J. Feldhausen, Secretary of the Post Hill Homeowners Association, Inc., a Missouri Not for Profit Corporation and hereby files of Record Amendments to the above stated Declaration of Covenants, Restrictions, Development Standards and Owners Association. In accordance herewith, said Eugene J. Feldhausen does hereby state and certify:

1. That the Declaration of Covenants, Restrictions, Development Standards and Owners Association was filed of record in the Office of the Recorder of Deeds of Platte County on November 27, 1990 in Book #0748, Page #733, Instrument #011156.
- 2(a) That at the Annual Meeting of the members of the Post Hill Homeowners Association, Inc. on December 6, 1999 was duly held and called in pursuant to Notice to all Members and at which a quorum was present, the following Resolutions were passed:

RESOLVED, under the provisions of the Declarations, Covenants, Restrictions, Development Standards and Owners Association of Post Hill dated November 27, 1990 specifically Article VI, Section 1, Subparagraph a: (1) that the cost of the Association carrying "Blanket Casualty Insurance" upon the individual units for the benefit of the owners and Mortgagees be declared as cost prohibitive; (2) that from the date of the expiration of the current casualty policy in June of 2000, that the individual unit owners shall obtain their own casualty insurance for full replacement cost value under the provisions spelled out in the said Article VI, Section 1; (3) that said insurance shall contain a loss payable clause in favor of the Post Hill Homeowners Association, Inc.; and (4) that owners of the individual units shall be required to furnish no later than the date of expiration of the existing Blanket Policy a certificate verifying the existence of said coverage in an amount and under terms and conditions which meet the requirements of said Article VI and such other requirements relating to said Casualty Insurance on units as may be specified from time to time.

RESOLVED, under the provisions of the Declarations, Covenants, Restrictions, Development Standards and Owners Association of Post Hill dated November 27, 1990 specifically Article V, Section 3 that the Monthly dues and assessments due for each unit be increased effective January 1, 2000 to the sum of One Hundred Twenty Five Dollars (\$125) per unit.

RESOLVED, that the Declarations, Covenants, Restrictions, Development Standards and Owners Association be amended as follows: (1) that Article 3, Section 2, Class B, and Article VI (b) Class B of the Articles of Incorporation, shall be deleted and (2) that said sections shall be replaced by the following language:

CLASS B. The Declarant shall be the Class B Member. As Townhouse Units are sold each unit upon its sale shall be converted to a Class A Membership which shall be entitled to one (1) vote. Regardless of the number of units sold the Declarant shall be entitled to one hundred eighty (180) votes at all times until such time as the Declarant may notify the Homeowners Association that the Subdivision has been completed and it will no longer participate as a member of the Homeowners Association.

  
Eugene J. Feldhausen, Secretary

P



0021260

BK0919P60065

## MISSOURI CORPORATION ACKNOWLEDGMENT

STATE OF MISSOURI )

COUNTY OF CLAY )

ss.

On this 17<sup>th</sup> day of December 1999 before

me appeared Eugene J. Feldhausen to me personally known, who being by me duly sworn, did say that he is the Secretary of Post Hill Homeowners Association, Inc. a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said Eugene J. Feldhausen acknowledged said instrument to be the free act and deed of said corporation.

Eugene J. Feldhausen  
Eugene J. Feldhausen, Secretary

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

Kimberly Martin

My commission expires October 12, 2003, Notary Public within and for said County and State.

KIMBERLY MARTIN  
Notary Public  
STATE OF MISSOURI  
CLAY COUNTY  
My Commission Expires

STATE OF MISSOURI  
COUNTY OF PLATTE  
I CERTIFY INSTRUMENT RECEIVED

1999 DEC 17 A 10:52:23

RECORDED BOOK 211 PAGE 65  
BY CLAY CO. RECORDER

Gloria Bruce  
Deputy

This document has been recorded in the Platte County Recorder's Office. Contact this office for certified copies: Recorder of Deeds - Joe Cox, 415 3rd St., Suite 70, Platte City, MO 64078, (816) 858-3328