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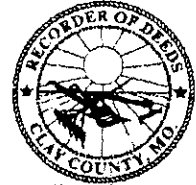
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Katee Porter
Recorder of Deeds

RECORDING COVER SHEET

Title of Document: Amended and Restated Declaration of Covenants, Restrictions, Assessments and Easements of Fairfield Garden Villas

Date of Document: March 25, 2015

Grantors: Staley Meadows, LLC

Grantee(s): Staley Meadows Homeowners Association

Mailing Address(es): c/o Ronald O. Baldwin
8901 N. Brighton Avenue
Kansas City, MO 64156

Legal Description: See Exhibit A

Reference Book and Page: Doc.# S91097 Book 4738 at Page 884
Doc.# 2006006185 Book 5289 at Page 7
Doc.# 2007024487 Book 5732 at Page 102

RL- Ryan Wilson
1802 NE 85th Terr KC, MO 64155

Clay County, Missouri

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AMENDED AND RESTATED DECLARATION OF COVENANTS, RESTRICTIONS, ASSESSMENTS AND EASEMENTS OF FAIRFIELD GARDEN VILLAS

This **AMENDED AND RESTATED DECLARATION OF COVENANTS, RESTRICTIONS, ASSESSMENTS AND EASEMENTS** (the "the Restrictions") is made and entered into as of this 25th day of MARCH, 2015, by **STALEY MEADOWS, LLC**, hereinafter referred to as "Declarant", a Limited Liability Company duly organized and existing under the laws of the State of Missouri.

WITNESSETH:

WHEREAS, KC FAIRFIELD DEVELOPMENT, LLC, filed in the Office of the Recorder of Deeds for Clay County, Missouri, at Liberty, a Declaration of Covenants, Restrictions, Assessments and Easements of Fairfield Garden Villas in Book 4738 at Page 884 as Document No. S91098 (the "Original Declaration"), a Declaration of Restrictions Fairfield Gardens in Book 4738 at Page 916 as Document No. S91098 and Homes Association Declaration Fairfield Gardens in Book 4738 at Page 932 as Document No. S91099, on the 27th day of August, 2004; and

WHEREAS, KC FAIRFIELD DEVELOPMENT, LLC, filed in the Office of the Recorder of Deeds for Clay County, Missouri, at Liberty, a Plat of the subdivision known as **FAIRFIELD GARDENS FIRST PLAT**, a subdivision in the City of Kansas City, Clay County, Missouri, on the 1st day of July, 2005, in Plat Book "F" at Page 191 under Document No. 20050305551, said plat having been previously approved by the City of Kansas City, Missouri; and

WHEREAS, KC FAIRFIELD DEVELOPMENT, LLC, assigned all of said company's development and declarant rights retained in the Declaration of Covenants, Restrictions, Assessments and Easements of Fairfield Garden Villas, Declaration of Restrictions Fairfield Gardens and Homes Association Declaration Fairfield Gardens to **BRIGHTKEYS DEVELOPMENT OF KANSAS CITY, LLC**, by virtue of an Assignment of Developer Rights recorded in the office of the Recorder of Deeds for Clay County, Missouri on the 11th day of July, 2005 in Book 5060 at Page 161 as Document No. 2005031735; and

WHEREAS, BRIGHTKEYS DEVELOPMENT OF KANSAS CITY, LLC, filed in the Office of the Recorder of Deeds for Clay County, Missouri, at Liberty, an Amended and Restated Fairfield Gardens Homes Association Declaration in the Office of the Recorder of Deeds for Clay County, Missouri, on the 14th day of February, 2006, in Book 5289 at Page 7 under Document No. 2006006185, which Amended and Restated Fairfield Gardens Homes Association Declaration affecting all of the land in Fairfield Gardens First Plat; and

WHEREAS, KC FAIRFIELD DEVELOPMENT, LLC, filed in the Office of the Recorder of Deeds for Clay County, Missouri, at Liberty, a Replat of Lot 147 in the subdivision known as **FAIRFIELD GARDENS FIRST PLAT**, a subdivision in the City of Kansas City, Clay County, Missouri, on the 7th day of March, 2007, in Plat Book "D" at Page 177 under

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Document No. 2007009095, said replat having been previously approved by the City of Kansas City, Missouri; and

WHEREAS, KC FAIRFIELD DEVELOPMENT, LLC, filed in the Office of the Recorder of Deeds for Clay County, Missouri, at Liberty, an Amendment to Declaration of Covenants, Restrictions, Assessments and Easements of Fairfield Garden Villas in the Office of the Recorder of Deeds for Clay County, Missouri, on the 14th day of June, 2007, in Book 5732 at Page 102 under Document No. 2007024487, which Amended the Declaration of Covenants, Restrictions, Assessments and Easements of Fairfield Garden Villas affecting Lot 147-B in Fairfield Gardens First Plat; and

WHEREAS, BRIGHTKEYS DEVELOPMENT OF KANSAS CITY, LLC, assigned all of said company's development and declarant rights retained in the Declaration of Covenants, Restrictions, Assessments and Easements of Fairfield Garden Villas, Fairfield Gardens Assignment of Developer Rights, Amended and Restated Fairfield Gardens Declaration of Restrictions and Amended and Restated Fairfield Gardens Homes Association Declaration to **BALDWIN PROPERTIES, INC.**, a Missouri corporation, by virtue of an Assignment of Developer Rights recorded in the office of the Recorder of Deeds for Clay County, Missouri on the 11th day of March, 2008 in Book 5927 at Page 101 as Document No. 2008008377; and

WHEREAS, BALDWIN PROPERTIES, INC., assigned all of that company's development rights to **STALEY MEADOWS, LLC**, a Missouri limited liability company by virtue of Assignment recorded in the office of the Recorder of Deeds for Clay County, Missouri on May 28, 2008 in Book 5980 at Page 126 under Document No. 2008018625; and

WHEREAS, Declarant is the assignee of all of the right of its predecessors as recited above with respect to the Original Declaration, and amendments thereto, which covers the following described lots and tracts:

LOT 147-A AND LOT 147-B, AND TRACT D, FAIRFIELD GARDENS, 1ST PLAT, A SUBDIVISION IN THE CITY OF KANSAS CITY, CLAY COUNTY, MISSOURI.

WHEREAS, Declarant, as the owner of all of the aforementioned lots, Villas and tracts of land so shown on the aforesaid Replat now desires to change the development from Townhomes as originally provided for on the aforementioned Plat and Replat to detached Villas as shown on the Lot Split Surveys/Replats filed or to be filed in the Office of the Recorder of Deeds for Clay County, Missouri, said Lot Split Surveys/Replats having been previously approved by the City of Kansas City, Missouri; and

WHEREAS, Declarant, as the present developer of the above-described property, desires to amend and restate the Original Declaration, and amendments thereto, in its entirety to read as set forth below;

NOW, THEREFORE, in consideration of the premises contained herein, the Declarant, for itself and for its successors and assigns and for its future grantees, hereby agrees and declares

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that all of the lots, units and tracts of land shown on the above described **FAIRFIELD GARDENS FIRST PLAT AND ALL REPLATS AND LOT SPLIT SURVEYS THEREOF**, shall be and they are hereby made subject to all of the terms, covenants and conditions of this **AMENDED AND RESTATED DECLARATION OF COVENANTS, RESTRICTIONS, ASSESSMENTS AND EASEMENTS OF FAIRFIELD GARDEN VILLAS** described above herein and duly recorded in the office of the Recorder of Deeds for Clay County, Missouri.

ARTICLE I

DEFINITIONS

The terms used in this document shall have the following meanings, unless the context requires otherwise:

(a) "Articles" and "Articles of Incorporation" mean the articles of incorporation, filed with the Secretary of State of Missouri, incorporating the Association as a Missouri not for profit corporation, as amended from time to time.

(b) "Board" and "Board of Directors" mean those persons who, as a group, serve as the board of directors of the Association.

(c) "Bylaws" means the bylaws of the Association, as amended from time to time.

(d) "City" means the city of Kansas City, Missouri.

(e) "Common Areas" means (i) the Green Areas, (ii) any entrances, monuments, berms, street islands, and other similar ornamental areas and related utilities, lights, sprinkler systems and landscaping constructed or installed by or for the Declarant or the Homes Association at or near the entrance of any street or along any street, and any easements related thereto, in or to the Subdivision, (iii) all landscape easements that may be granted to the Declarant and/or the Homes Association, for the use, benefit and enjoyment of all owners within the Subdivision, and (iv) all other similar areas and places, together with all improvements thereon and thereto, the use, benefit or enjoyment of which is intended for all of the owners within the Subdivision.

(f) "Completed Villas" means a Villa where the residence is substantially completed and for which a temporary or permanent certificate of occupancy has been issued by the City.

(g) "Declarant" means Staley Meadows, LLC, a Missouri limited liability company, and its successors and assigns

(h) "Declaration" means this Amended and Restated Declaration, by which the Villa Property is subjected to the covenants, restrictions, assessments and easements set forth herein.

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(i) "Exterior Structure" means any structure erected or maintained or proposed to be erected or maintained on a Lot other than the main residential structure or any structural component thereof, and shall include, without limitation, any deck, gazebo, greenhouse, doghouse, outbuilding, fence, patio wall, privacy screen, boundary wall, bridge, patio enclosure, sport court, tennis court, paddle tennis court, swimming pool, hot tub, pond, basketball goal, flag pole, antennae, swingset, jungle gym, trampoline, sand box, playhouse, treehouse, batting cage, or other recreational or play structure, and all exterior sculptures, statuary, fountains, and similar yard decor.

(j) "Green Areas" means Tract D of Fairfield Gardens 1st Plat and all similar areas that may be platted in the Subdivision as a tract and not for use as a residential lot (as they may be subsequently replatted and/or configured).

(k) "Homes Association" means Staley Meadows Homes Association, the Missouri not-for-profit corporation formed by or for the Declarant for the purpose of serving as the homes association for the Subdivision.

(l) "Lot" means any lot or subdivision or split thereof as shown as a separate building lot on any recorded Plats of all or part of the Villa Property upon which a single Villa residence has been or will be constructed.

(m) "Owner" means the record owner(s) of title to any Unit, including the Declarant, and for purposes for all obligations of the Owner hereunder, shall include, where appropriate, all family members and tenants of such Owner and all of their guests and invitees.

(n) "Person" means an individual, corporation, partnership, limited liability company, trust, or other legal entity capable of holding title to real property.

(o) "Plats" means the plats, plats of survey, certificates of survey, replats, or lot split surveys of various parts of the Villa Property filed from time to time with the Recording Office.

(p) "Recording Office" means the Office of the Recorder of Deeds of Clay County, Missouri.

(q) "Subdivision" means all of the above-described lots, according to replat of Lot 147, in Fairfield Gardens 1st Plat, all Common Areas, and all additional property which hereafter may be made subject to this Declaration in the manner provided herein.

(r) "Turnover Date" means the earlier of: (i) the date as of which 90% of all of the Units in the Subdivision (as then contemplated by the Declarant) have been sold by the Declarant and the residences have been constructed thereon, or (ii) the date the Declarant, in its absolute discretion, selects as the Turnover Date for all or any specific portion of this Declaration.

(s) "Unit" means collectively a Lot and the Villa residence built or to be built thereon.

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(t) "Unit owner" and "Unit owners" mean that person or those persons owning a Unit in fee simple.

(u) "Villa" means the Villa regime for the Villa Property created by this Declaration.

(v) "Villa Instruments" means this Amended and Restated Declaration, the Articles, the Bylaws, the Plats and all rules and regulations adopted by the Board from time to time in accordance with this Amended and Restated Declaration or the Bylaws.

(w) "Villa Property" means the above-described tract(s) of land, Common Areas and all easements, rights and appurtenances belonging thereto. The Villa Property is legally described in Exhibit A attached hereto.

ARTICLE II

NAME

The name by which the Villa Property shall be known is "Staley Meadows Villas."

ARTICLE III

PURPOSES: RESTRICTIONS

1. Purposes. This Declaration is being made to create restrictions, covenants and easements providing for, promoting, and preserving the values of Units and the Common Areas and the well being of Owners and occupants. This Declaration is meant to complement the Amended and Restated Fairfield Gardens Homes Association Declaration referenced above; however, this Declaration shall supersede said Homes Association Declaration if and when the documents are not in harmony.

2. Restrictions. The Units and the Villa Property shall be benefited by and subject to the following restrictions:

(a) Unit Uses. Except as otherwise specifically provided in this Declaration, no Villa shall be used for any purpose other than that of a residence for individuals living together as a single household unit, and uses customarily incidental thereto; provided, however, that no Unit may be used as a rooming house, group home, commercial foster home, fraternity or sorority house, day care facility or any similar type of lodging, care or treatment facility. Notwithstanding the foregoing: (i) an 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 Unit), making professional telephone calls or corresponding, in or from a Unit, is engaging in a use expressly declared customarily incidental to residential use and is not in violation of these restrictions; (ii) it shall be the right of Declarant to maintain, during the period of its sale or rental of Units, (A) one or more Units as sales and rental models and offices, and for storage and maintenance purposes, and (B) such portions of the Villa Property as in the sole opinion of

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Declarant may be reasonably required, convenient or incidental to the construction or sale of Unit(s) or the Villa Property, including, without limitation, the maintenance of a construction and/or sales trailer, which right may not be limited or revoked without the specific consent of Declarant; and (iii) one or more Units may be maintained for the use of the Association in fulfilling its responsibilities.

(b) Common Area Uses. The Common Areas shall be used in common by all Villa 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 purposes of access, Ingress to, egress from, use, occupancy and enjoyment of Units. Unless expressly provided otherwise herein, no Common Areas shall be used for any purpose other than the health, safety, welfare, convenience, comfort, recreation or enjoyment of Unit owners and occupants.

(c) Visible Areas.

i. Nothing shall be caused or permitted to be hung or displayed on the outside or inside of windows or placed on the outside walls of a building or otherwise outside of a Villa, or any part thereof, except for seasonable decorations in compliance with any rules and regulations adopted by the Board and except for interior drapes, curtains, or louvered blinds which, from exterior observation, must be white, beige or gray, or as otherwise authorized by the Declarant or the Board.

ii. No awning, canopy, shutter, or any other device or ornament, shall be affixed to or placed upon an exterior wall or roof or any part thereof, or the exterior of any door or window, or in, on, or over a patio, porch or balcony, visible to the exterior, unless authorized by the Board or the Declarant.

iii. No outside antenna, satellite dish, or other device for the reception or transmission of radio or television or other electronic signals shall be erected or maintained on any Lot or upon the exterior of any Villa; provided, however, that satellite dishes no greater than 36" in diameter may be installed on the exterior sides of Villas no less than ten (10) feet from the front corner of such Villa, In the event these limitations, or any part thereof, are deemed unlawful, the Board and the Declarant reserve the right to regulate the placement of such devices in a manner not in violation of the law.

iv. No speaker, horn, whistle, siren, bell or other sound device shall be located, installed or maintained upon the exterior of any residence or in any yard, except voice intercoms and devises used exclusively for security purposes.

v. No artificial flowers, trees or other vegetation shall be permitted on the exterior of any residence or in the yard. No bird baths, statues or other lawn art shall be permitted on the exterior of any residence or in any yard without the prior written consent of the Board or as may be permitted by rules and regulations adopted by the Board. No lawn art may obstruct or interfere with the maintenance activities of the Association and the Association and

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its contractors shall have absolutely no liability with respect to any damage to any lawn art caused by such maintenance activities.

vi. No lights or other illumination (other than street lights) shall be higher than the residence. Exterior holiday lights shall be permitted only between November 15 and January 31. The Board or Declarant must approve all exterior landscape lighting in advance.

vii. No shed, bam, detached greenhouse or outbuilding, basketball goal or court or other sports court of any, kind, animal run, trampoline, play house or clothesline shall be erected upon, moved onto or maintained upon any Lot. Any animal house must be located within the fenced-in patio area of the Villa. No area below a deck may be enclosed.

viii. No aboveground type swimming pools shall be permitted. All swimming pools shall be fenced and all hot tubs shall be fenced or otherwise adequately screened, all in accordance with City requirements and the other provisions of the Declaration. All pools and hot tubs shall be kept clean and maintained in operable condition at all times.

ix. No garage sales, sample sales or similar activities shall be held other than as a part of a neighborhood event approved by the Board.

x. No fences shall be permitted on any Lot, except as may be constructed around a patio with the express written consent of the Declarant or the Board and except for any project perimeter fencing installed by or for the Declarant.

xi. No sign shall be placed or maintained in any Common Area without the approval of the Board or Declarant.

xii. No flags or flagpoles shall be permitted on any lot except flagpoles attached to the Villa residence, said flagpole shall be no longer than six feet, and no flag shall be larger than three feet by five feet.

(d) Offensive Activities: Trash. No noxious or offensive activity shall be carried on with respect to any Villa, or upon the Common Areas, nor shall any Villa or Common Area be used in any way or for any purpose, which may endanger the health of or unreasonably disturb any occupant. No outdoor burning of trash, grass or construction material shall be allowed on any Lot, except as authorized by the Declarant. No trash, refuse, or garbage can or receptacle shall be placed on any Lot outside a residence, except after sundown of the day before or upon the day for regularly scheduled trash collection. The Declarant shall have the right to maintain construction dumpsters at locations selected by it.

(e) Garages and Vehicles.

i. Garage doors shall remain closed at all times except when necessary for vehicle ingress and egress.

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ii. Unlicensed or inoperative motor vehicles are prohibited, except in an enclosed garage.

iii. Overnight parking of motor vehicles, trailers or similar apparatus of any type or character in Common Areas (other than designated off street parking areas) or on any street is prohibited. No vehicle (other than an operable passenger automobile, passenger van or small truck), commercial truck or van, bus, boat, trailer, camper, mobile home, or similar apparatus shall be left or stored overnight in the Villa Property, except in an enclosed garage or as permitted in clause (v) below. No motor vehicle shall be parked in any designated off street parking area or any driveway for more than 48 consecutive hours.

iv. Trucks or other vehicles with gross vehicle weight of 12,000 pounds or over are prohibited in the Villa Property except during such limited time as such truck or vehicle is actually being used during working hours within the Villa Property for its specific purpose.

v. Recreational motor vehicles of any type or character are prohibited except:

- (1) Storing in an enclosed garage;
- (2) Temporary parking on the driveway for the loading and unloading (maximum of one overnight every 14 days); or
- (3) With the prior written approval of the Board.

vi. The Board may enforce the foregoing restrictions by levying enforcement charges, having such vehicles towed away at the expense of the vehicle owner and/or taking such other lawful actions, as it, in its sole discretion, deems appropriate.

(f) Renting and Leasing. No Villa or part thereof shall be rented or used for transient or hotel purposes, which is defined as: (i) rental of less than one month duration or under which occupants are provided customary hotel services such as room service for food and beverages, maid service, the furnishing of laundry and linen, busboy service, and similar services; or (ii) rental to roomers or boarders, that is, rental to one or more persons of a portion of a Villa only. No lease may be of less than an entire Villa. Any lease agreement shall be in writing, shall be of a term of no less than six months, shall require that the tenant and other occupants comply with all provisions of the Villa Instruments, shall provide that the lease shall be subject in all respects to the provisions of the Villa Instruments, and to the rules and regulations promulgated from time to time by the Board, and shall provide that the failure by the tenant to comply with the terms of the Villa Instruments shall be a default under the lease. Prior to the commencement of the term of a lease, the Villa owner shall notify the Board, in writing, of the name or names of the tenant or tenants and the time during which the lease term shall be in effect and provide the Board with a copy of the lease. Notwithstanding the existence of a lease, the Villa owner shall remain liable for all obligations, including, without limitation, the payment of dues, fines and enforcement charges, under this Declaration with respect to the Villa.

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(g) Signs. No sign of any kind shall be displayed to the public view on the Villa Property except: (a) on the Common Areas, signs regarding and regulating the use of the Common Areas, provided they are approved by the Board; (b) on the Common Areas and model Villas, signs advertising the sale and/or rental of Villas by the Declarant during the period of its initial sale and rental of Villas; or (c) standard real estate signs for the sale or lease of Villas placed on said property by the Villa Owner no larger than two feet by four feet in size; (d) with the specific written approval of the Board. No other "for sale" or "for lease" signs shall be permitted. No political signs shall be allowed. If these limitations on the use of signs, or any part thereof, are determined to be unlawful, the Board reserves the right to regulate the use of signs in a manner not in violation of law.

(h) Maintenance and Replacements. Except for the specific items listed as an Association responsibility in Article VIII, Section 1, each Villa owner shall properly maintain the owner's Villa in a neat, clean and orderly fashion and in good condition and repair at all times. All replacements of all or any portion of a completed structure because of age, casualty loss or other reason shall be of the same materials, location and elevation as the original structure unless and until the changes thereto have been submitted to and approved by the Board. Any building erected to replace an existing building shall be of new construction, and shall be of comparable structure type, size, design and construction to that replaced.

(i) Structural Integrity. Nothing shall be done in any Villa, or in, on or to the Common Areas, which may impair the structural integrity of any improvement.

(j) Construction in Easements. No structure, planting or other material shall be placed or permitted to remain within the easements for the installation and maintenance of utilities and drainage facilities which may damage or interfere with the installation and maintenance of utility lines or which may change the direction of the flow of drainage channels in the easements or which may obstruct or retard the flow of water through drainage channels in the easement areas. The utility facilities within the easement areas shall be subject to the right of the Association to maintain the same, and its right to delegate that right to a public authority or utility.

(k) Animals. Except as hereinafter provided, no animals, livestock or poultry of any kind shall be raised, bred or kept in any Villa or on the Common Areas. Notwithstanding the foregoing, no more than two (2) household domestic pets, not bred or maintained for commercial purposes, may be maintained in a Villa, provided that: (i) the maintaining of animals shall be subject to such rules and regulations as the Board may from time to time promulgate, including, without limitation, restrictions on the size, number and type of such pets; and (ii) the right of an owner or occupant to maintain an animal in a Villa shall be subject to termination if the Board, in its discretion, determines that maintenance of the animal constitutes a nuisance or creates a detrimental effect on the Villa or other Villas or occupants. All pets shall be confined to the Lot of the Villa owner except when on a leash controlled by a responsible person. Owners shall immediately clean up after their pets on all streets, Common Areas, areas owned by others and their own Lot.

(l) Conveyances. Each Villa shall be conveyed or transferred (voluntarily or involuntarily) as a separately designated and legally described fee simple estate subject to the

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terms, conditions and provisions hereof. The rights in the Common Areas shall be deemed to be conveyed or encumbered with the Villa even though that interest is not expressly mentioned or described in the deed, mortgage or other instrument of conveyance or encumbrance. In any instrument of conveyance or creating an encumbrance, or in any other document legally describing a Villa, it shall be sufficient to lawfully describe a Villa and its interest in the Common Area by referring to the Lot designation of the Villa on the relevant Plat and the appropriate recording references of the initial page of this Declaration. Failure to include a reference to this Declaration in any deed shall neither invalidate any such transfer nor relieve the Villa from being subject to this Declaration. The right of a Villa owner to sell transfer or otherwise convey that owner's Villa is not subject to any right of first refusal, and any Villa owner may transfer that owner's Villa free of any such limitation. To enable the Association to maintain accurate records of the names and addresses of Villa owners, each Villa owner agrees to notify the Association, in writing, within five days after an interest in that Villa owner's Villa has been transferred to another person. In addition, each Villa owner agrees to provide to a purchaser of that owner's Villa a copy of all Villa Instruments.

(m) Discrimination/Handicapped Accommodation. The Association or its Board may not take any action, which in any manner would discriminate against any Villa owner in favor of another. In addition, notwithstanding any provision hereof, or any rule or regulation, the Board shall make reasonable accommodation if necessary to afford a handicapped person equal opportunity to use and enjoy the Common Areas, provided, that nothing contained herein shall be construed to mean or imply that any such accommodation be at the cost of the Association.

(n) Landscaping. No landscaping (other than trees and landscaping installed by or for the Declarant or the Association and flowers installed by the Villa owner) shall be installed or maintained in any yard or next to any residence, without the express written consent of the Declarant or the Board.

(o) Architectural Control. Following the completion of construction of any Villa, no significant landscaping change or any exterior addition or alteration shall be made thereto unless and until the plans and specifications showing the nature, kind, shape, height, materials, color and location of the same shall have been submitted to and approved in writing by the Board. However, no such approval of the Board shall be required for the Declarant to construct the Units and Common Areas.

(p) Rules and Regulations. In addition to adopting and enforcing rules and regulations in the instances specifically mentioned, the Board may, from time to time, adopt and enforce such further reasonable rules and regulations as it deems necessary or desirable to promote harmony, to serve the best interests of the Villa owners, as a whole, and the Association, to protect and preserve the nature of the Villa and the Villa Property. A copy of all rules and regulations, and amendments thereof, shall be furnished by the Board to the owners of each Villa prior to the time when the same shall become effective.

(q) Fines and Other Enforcement. The Board may enforce all of the foregoing restrictions, rules and regulations by levying fines and other enforcement charges, having

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vehicles, trailers or other apparatus towed away at the expense of the owner, and/or taking such other lawful actions as the Board, in its sole discretion, deems appropriate.

ARTICLE IV

IMPROVEMENT DESCRIPTIONS

1. Residential Buildings. The residential buildings are of traditional architectural style, of one story, with or without basements, and one or two car garages. These buildings are of wood frame construction, with brick, stone, stucco, vinyl or wood siding, and composition shingle roofs. The principal materials of which these buildings are constructed are wood, glass, concrete, brick, composition shingle, and drywall. The residential Villas are and will be located as shown on the Plats. Each residential Villa will have a private exterior entrance and a driveway immediately in front of the attached garage, which is part of that residential Villa.

2. Other. Declarant shall have the right to add and designate additional Common Areas from time to time in its discretion.

ARTICLE V

COMMON AREAS

1. Common Areas - General Description. All of the Villa Property, including all of the land and all improvements thereon and appurtenances thereto, except those portions labeled or described in this Declaration or on the Plats as a part of a Unit, are Common Areas.

2. Undivided Interest in Common Areas. The Association shall own the Common Areas, but each Villa shall be deemed to have an undivided interest in the Common Areas and in the "common expenses" as allocated among all of the completed Villas on an equal basis per completed villa. No Villa owner may waive or release any rights in the Common Areas or any liability for common expenses. Further, the rights in the Common Areas shall not be separated from the Villa to which is appertains.

ARTICLE VI

HOMEOWNERS ASSOCIATION

The Staley Meadows Villas are considered part of the Staley Meadows subdivision and as such are subject to the covenants, charges and assessments as stated in the aforementioned Amended and Restated Fairfield Gardens Homes Association Declaration which was recorded in the Office of the Recorder of Deeds for Clay County, Missouri, on the 14th day of February, 2006, in Book 5289 at Page 7 under Document No. 2006006185.

Provided however, due the additional services provided by the Homes Association on behalf of Villa Owners, assessments payable by Villa Owners shall be governed under the terms of Article IX.

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ARTICLE VII

MAINTENANCE AND REPAIR.

1. Association Duties and Responsibilities. The Association shall:

- a. Maintain, repair and replace all improvements constituting a part of the Common Areas;
- b. Provide lawn care, consisting of mowing, edging, fertilizing and weed control of grass areas, trimming of all bushes, and trimming of all trees, whether in a Common Area or on a Lot, but such services shall not include the care of any areas in the fenced-in patio area of any Villa, flower beds not planted by the Association, or in any other area made inaccessible to the Association.
- c. Provide snow removal, consisting of plowing streets and driveways as soon as possible when snow accumulation reaches two inches (2") or greater.
- d. To the extent not provided as a service by any governmental authority, provide, one day per week, for the collection and disposal of rubbish and garbage from such completed villa subject to assessment. The Association, however, shall not be obligated to provide recycling services.

The Board, in its discretion, shall determine the scope and timing of the foregoing services and functions of the Association and shall determine the amounts of the foregoing reserves. The Board, in its discretion, may provide other exterior maintenance services for the villas that are not part of the required services described above.

Except to the extent that a loss is covered by insurance maintained by the Association, the Association shall not have responsibility to repair the interior or exterior of any villa, or component thereof, or personal property within any villa. Furthermore, the Association shall not have responsibility for the repair of any damage caused by the gross negligence or willful misconduct of a Villa owner or its family members, tenants, guests or contractors (which repair shall be the responsibility of the Villa owner).

2. Individual Responsibilities. Each Villa owner shall repair and maintain in good condition at all times the interior and exterior of the Villa and all components thereof, owned by that Villa owner. Without limiting the generality of the foregoing, this repair and maintenance responsibility of a Villa owner shall include repair, maintenance and replacement of all appliances, all plumbing fixtures and electrical fixtures, and all windows, screens, garage doors, screen doors, and other doors, including the frames, sashes and jambs, and the hardware therefore. Except for those specific items listed as an Association responsibility in Article VII, Section 1, each Villa owner shall repair and maintain in good condition at all times the exterior of his or her Villa and related improvements, including, without limitation, all patio fences, foundations (including foundation leaks), patios, the driveway, siding, roofing, gutters and downspouts, concrete or brick porches, decks, sidewalks, concrete pads, air conditioning units,

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heat pumps, chimneys, flues, and all exterior lighting (whether or not within the boundaries of the Villa). Each Villa owner shall also be responsible for watering and replacement of all landscaping on his or her Lot that is located within three (3) feet of the foundation of the Villa or inside any fenced area.

In the event a Villa owner fails to timely make a repair or perform maintenance required of that Villa owner, or in the event the need for maintenance or repair of any part of the Common Areas (including, without limitation, any trunk or branch utility or sewer lines) is caused by the negligent or intentional act of any Villa owner or occupant, or is as a result of the failure of any Villa owner or his, her or its predecessors in title to timely pursue to conclusion a claim under any warranty, express or implied, or imposed by law, the Association may perform the same, and if the cost of such repair or maintenance is not covered by the Association's insurance, whether because of a deductible or otherwise, the cost thereof shall constitute a special individual Villa assessment, as hereinafter defined, on the Villa owner's Villa and on that Villa owner. The determination that such maintenance or repair is necessary, or has been so caused by the Villa owner, shall be made by the Board.

ARTICLE VIII

GRANTS AND RESERVATIONS OF RIGHTS AND EASEMENTS

1. Easements of Enjoyment: Limitations. Every Villa owner shall have a right and easement (i) of enjoyment in, over and upon the Common Areas, and (ii) an unrestricted right of access to and from his, her or its Villa, which rights and easements shall be appurtenant to and shall pass with the title to a Villa subject to the right of the Board to make reasonable rules and regulations concerning the use and management of the Common Areas, including, without limitations, parking rules and regulations. Each Villa owner shall be deemed to have delegated that Villa owner's right of enjoyment to the Common Areas and to ingress and egress to the occupants of that owner's Villa.

2. Right of Entry for Repair, Maintenance and Restoration. The Association shall have a right of entry and access to, over, under, upon and through all of the Villa Property, including the Common Areas, to enable the Association to perform its obligations, rights and duties pursuant hereto.

3. Easement for Services. Non-exclusive easements are hereby granted to all police, firemen, ambulance operators, mailmen, delivery men, garbage and trash removal personnel, and all similar persons, and to the local governmental authorities and the Association, but not to the public in general, to enter upon the Common Areas in the performance of their duties, subject to such reasonable rules and regulations as the Board may establish, from time to time.

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ARTICLE IX

ASSESSMENTS AND ASSESSMENT LIENS; RESERVE FUNDS

1. Types of Assessments. Each Villa owner shall be obligated, and by acceptance of a deed to a Villa (whether or not it shall be so expressed in such deed) is deemed to covenant and agree, to pay to the Association: (a) annual operating assessments to pay common expenses, (b) special assessments to pay common expenses and for capital improvements, and (c) special individual Villa assessments, all of such assessments to be established and collected as hereinafter provided.

2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote and provide for the health, safety and welfare of Villa owners and occupants and the best interests of the Villa Property.

3. Elements-Appportionments: Due Dates.

(a) Annual Operating Assessments Payable Monthly.

i. The Declarant shall directly pay or contribute to the Association the following amounts toward "common expenses" of the Association:

A. All common expenses allocable to the period prior to the closing of the first sale of a Completed Villa.

B. Until the Turnover Date, Declarant shall have the right (but not the obligation) to make interest bearing loans to the Association to provide the Association with adequate funds (in addition to assessments received from Completed Villas and contributions from Declarant as provided above) to pay common expenses. Any such loans shall be repaid to the Declarant by the Association prior to the Turnover Date.

ii. Beginning with the closing of the first sale of a Completed Villa by Declarant, annual operating assessments to pay common expenses shall be payable in monthly installments and shall be assessed against (i) all Completed Villas owned by parties other than the Declarant and (ii) all Completed Villas rented or for rent by the Declarant to third parties. The first annual operating assessment for each such Completed Villa shall be prorated based upon when it became a Completed Villa during the year.

iii. Annually, in advance where practical, the Board shall estimate, and allocate among all Completed Villas subject to assessment and their owners on an equal per Completed Villa basis, "common expenses" of the Association, consisting of the following:

A. the estimated fiscal year's cost of the maintenance, repair and other services to be provided or paid for by the Association (in excess of reserves to be expended therefor);

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B. the estimated fiscal year's costs for insurance premiums to be provided and paid for by the Association;

C. the estimated fiscal year's costs for utility services not separately metered or charged to Villa owners;

D. the estimated amount required to be collected to maintain a working capital reserve fund, to assure availability of funds for normal operations of the Association, in an amount deemed adequate by the Board.

E. the estimated fiscal year's costs 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, and any other costs constituting common expenses not otherwise herein specifically excluded.

iv. The Board shall thereupon allocate to each Completed Villa subject to assessment on an equal per Villa basis and thereby establish the annual operating assessment for each separate Completed Villa. For administrative convenience, any such assessment may be rounded so that monthly installments will be in whole dollars.

v. The annual operating assessment shall be payable, in equal monthly installments. However, nothing contained herein shall prohibit any Villa owner from prepaying assessments without a discount for prepayment. The Board shall establish the due dates of any such installments, or, if it fails to do so, an equal monthly pro rata share of the annual operating assessment for a Villa shall be due the first day of each month.

vi. If the amounts so collected (together with payments by or from the Declarant) are, at any time, insufficient to meet all obligations for which those funds are to be used, the deficiency shall be assessed by the Board as a special operating assessment among the Completed Villas subject to assessment on an equal per Villa basis, and shall become due and payable on such date or dates as the Board determines.

vii. If assessments collected during any fiscal year are in excess of the funds necessary to meet the anticipated expenses for which the same have been collected, the excess shall be retained as reserves, or as reductions in future assessments, as determined by the Board, in its sole discretion, and shall in no event be deemed profits nor available, except on dissolution of the Association, for distribution to Villa owners.

viii. The rate of annual assessment per Completed Villa for year 2015 shall be set by the Board and shall not exceed \$100.00 per month in addition to the initial two month payment described in Section 8 of this Paragraph 8. Thereafter, the rate of annual assessment upon each Completed Villa may be increased (i) by the Board from time to time, without a vote of the members, by up to 10% over the rate of annual assessment in effect for the preceding year, or (ii) at any time by any amount by a vote of the members (being for this limited

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purpose solely the Class B members prior to the Turnover Date) at a meeting of the members duly called and held for that purpose in accordance with the Bylaws when a majority of the members present at such meeting and entitled to vote thereon authorize such increase by an affirmative vote for the proposed increase. Notwithstanding the foregoing limits on annual assessments, the Board, without a vote of the members, shall always have the power to set, and shall set, the rate of annual assessment at an amount that will permit the Association to perform its duties as specified in this Declaration.

ix. The rate of annual assessment for each Villa owner who wishes to use the swimming pool located in the subdivision known as Staley Meadows shall be set by the Board at \$350.00. Thereafter, the rate of annual pool assessment upon each Villa owner who wishes to use the swimming pool may be increased as described in the paragraph above.

(b) Special Assessments for Capital Improvements.

i. In addition to the annual operating assessments and any special operating assessments, the Board may levy at any time, special assessments to construct, reconstruct or replace capital improvements to the extent that reserves therefor and any applicable insurance proceeds with respect thereto are insufficient, provided that new capital improvements not replacing existing improvements (except new capital improvements required to comply with applicable law or governmental regulation, or to correct any deficiency or defect creating a safety or health hazard to occupants) shall not be constructed nor funds assessed therefor, if the cost thereof in any fiscal year would exceed an amount equal to ten percent (10%) or more of that fiscal year's budget, without the prior consent of Villa owners owning at least 60% of the then existing Villas.

ii. Any such special assessment shall be prorated Completed Villas on an equal per Villa basis and shall become due and payable on such date or dates as the Board determines.

(c) Special Individual Villa Assessments. The Board shall levy assessments against an individual Villa, or Villas, and the owner or owners thereof, to reimburse the Association for those costs incurred in connection with that Villa or Villas properly chargeable by the terms hereof to a particular Villa (such as, but not limited to, the cost of fire and extended coverage insurance, the cost of making repairs (plus a reasonable overhead factor) which are the responsibility of a Villa owner, and a Villa owner's interest, late charges, fines, enforcement and collection charges). Any such assessment shall become due and payable on such date as the Board determines.

(d) Defense of Claims. If any owner commences a lawsuit or files a counterclaim or crossclaim against the Association, the Board, or any committee, or any individual director, officer or committee member of the Association, and such owner fails to prevail in such lawsuit, counterclaim or crossclaim, the Association, Board, or individual director, officer or committee member sued by such owner shall be entitled to recover from such owner all litigation expenses incurred in defending such lawsuit, counterclaim or crossclaim,

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including reasonable attorneys' fees. Such recovery right shall constitute a special assessment against the owner's Villa and shall be enforceable against such Villa as provided herein.

4. Effective Date of Assessment. Any assessment created pursuant hereto shall be effective, provided the assessment is created as provided herein, if the Board sends written notice of the amount the assessment to the Villa owner subject to it. Written notice mailed or delivered to a Villa owner's Villa shall constitute notice to that Villa owner, unless the Villa owner has delivered written notice to the Board of a different address for such notices, in which event the mailing of the same to that last designated address shall constitute notice to that Villa owner.

5. Effect of Nonpayment of Assessment; Remedies of the Association.

a. If any installment of an assessment is not paid within ten (10) days after the same is due, the entire unpaid balance of the assessment shall immediately become due and payable, without demand or notice, unless the Board, in its sole discretion, determines not to accelerate the installments.

b. If any installment of an assessment is not paid within ten (10) days after the same is due, the Board, at its option, and without demand or notice, may (i) charge interest on the entire unpaid balance (including the accelerated portion thereof) at such rate as the Board, from time to time, establishes by rule (or if the Board fails to establish a rate by rule, at the rate often percent (10%) per annum), (ii) charge a reasonable, uniform, late fee, as established from time to time by the Board, by rule, (iii) charge the cost of collection, including attorney fees and other out-of-pocket expenses and/or (iv) cut-off or restrict the services to be provided to the Villa by the Association and the use of the Common Areas (other than the Private Streets).

c. All assessments, together with interest, late fees, and costs, including attorney fees, shall be a charge and lien in favor of the Association upon the Villa against which each such assessment is made.

d. At any time after any assessment or an installment of an assessment levied pursuant hereto remains unpaid for thirty (30) or more days after the same has become due and payable, a certificate of lien for the unpaid balance of that assessment, including all future installments thereof, interest, late fees, and costs, including attorney fees, may be filed with the Recording Office pursuant to authorization given by the Board. The certificate shall contain a description or other sufficient legal identification of the Villa against which the lien exists, the name or names of the record owner or owners thereof, and the amount of the unpaid portion of the Assessments and charges, and shall be signed by an officer or other agent of the Association. For each certificate so filed, the Association shall be entitled to collect from the Villa owner of the Villa described therein a fee of \$150.00, which fee shall be added to the amount of the delinquent assessment and the lien on the Villa.

e. The lien provided for herein shall become effective from the time a certificate of lien was duly filed therefore, and shall continue for a period of five (5) years unless sooner released or satisfied in the same manner provided by law in the State of Missouri for the

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release and satisfaction of mortgages on real property, or discharged by the final judgment or order of a court in an action brought to discharge the lien.

f. Any Villa owner who believes that an assessment chargeable to his, her or its Villa (for which the Association has filed a certificate of lien) has been improperly charged against that Villa may bring an action in the District Court of Clay County, Missouri for the discharge of that lien. In any such action, if it is finally determined that all or a portion of the Assessment has been improperly charged to that Villa, the court shall make such order as is just, which may provide for a discharge of record of all or a portion of that lien.

g. Each such assessment together with interest, late fees, and costs, including attorney fees, shall be the joint and several personal obligations of the Villa owners who owned the Villa at the time when the assessment fell due and all subsequent Villa owners.

h. In addition to the other remedies available to it, the Association, as authorized by the Board, may bring or join in an action at law against the Villa owner or owners personally obligated to pay the same, and an action to foreclose a lien. In any foreclosure action, the owner or owners affected shall be required to pay a reasonable rental for that Villa during the pendency of such action. The Association in any foreclosure action involving a Villa or Villas shall be entitled to become a purchaser at the foreclosure sale. In any such foreclosure action, interest and costs of such action (including attorneys' fees) shall be added to the amount of any such assessment, to the extent permitted by Missouri law.

i. No claim of the Association for assessments and charges shall be subject to setoffs or counterclaims.

j. No owner may waive or otherwise escape liability for the assessments provided for in this Declaration by non-use or by waiving use or enjoyment of the Common Areas or the services provided by the Association, or any part thereof, or by abandonment of his, her or its Villa. No owner shall be entitled to a reduction or abatement of any assessment as a result of any failure or interruption of any utility or other service or any damage to or destruction of or the making of any repairs or replacements to any Common Area or to any Villa

k. Assessments shall run with the land, are necessary to continue the care, repair and maintenance of Villas and their interests in the Villa Property, and to continue to provide service, and, accordingly, assessments accruing or becoming due during the pendency of bankruptcy proceedings shall constitute administrative expenses of the bankrupt estate.

6. Subordination of the Lien to First Mortgages. The lien of the assessments and charges provided for herein shall be subject and subordinate to the lien of any duly executed first mortgage on a Villa recorded prior to the date on which such lien of the Association arises, and any holder of such first mortgage which comes into possession of a Villa pursuant to the remedies provided in the mortgage, foreclosure of the mortgage, or deed or assignment in lieu of foreclosure, and any purchaser at a foreclosure sale, shall take the property free of any claims for unpaid installments of assessments and charges against the mortgaged Villa to the extent relating to periods prior, in the case of foreclosure, to the date of the court order authorizing the sale and,

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in all other cases, to the date of the deed vesting legal title in the successor owner. If the Villa owner, or its assigns, subsequently redeems the Villa from the foreclosure sale, the lien hereunder shall automatically be reinstated retroactively in full. The foregoing will not relieve any successor owner from the obligation for assessments accruing thereafter.

7. Certificate Regarding Assessments. The Board shall, upon demand, for a reasonable charge, furnish a certificate signed by the president, treasurer, secretary or other designated representative of the Association, setting forth whether the assessments on a specified Villa have been paid. This certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

8. Contribution to Reserves Upon Sale of Villas. Upon the closing of the sale of each Completed Villa by Declarant, Declarant shall collect from the buyer and cause to be paid over to the Association, for deposit into its reserve funds, a sum equal to two months of the then monthly assessment in effect for the Completed Villas subject to assessment.

ARTICLE X

CONDEMNATION

Each Villa owner, by accepting title to a Villa, grants to the persons who shall from time to time constitute the Board of the Association an irrevocable power of attorney, coupled with an interest, to conduct negotiations with the State, a political subdivision thereof or any other corporation, agency or authority having the power of eminent domain that seeks to acquire any of the Villa Property Common Areas. In such event, the Association shall act as the representative of the Villa owners, and the Board may cause the Association to execute and deliver the appropriate conveyance on behalf of all owners in return for the agreed consideration. The Board shall allocate such consideration, to the extent possible, to the repair, replacement or restoration of the condemned Common Areas and then to the Villa owners and their respective mortgagees, as their interests may appear, in proportion to their respective undivided interests in the Common Areas. In the event negotiations shall fail, the condemning authority may join the Association as a party defendant in a duly empowered successor Declarant pursuant to authority granted it pursuant to this Declaration shall be duly executed by it with the same formalities as to execution as this Declaration and shall contain the certification of such signor or signers that such amendment is made pursuant to authority vested in Declarant or any duly empowered successor Declarant by this Declaration. Any amendment duly adopted and executed in accordance with the foregoing provisions shall be effective upon the filing of the same with the Recording Office.

1. Form of Consent of Owners. The consent of owners of Villas to any amendment of this Declaration may be obtained in the form of written consents) executed by two-thirds (2/3) of all of the Villa owners or in the form of a formal resolution approved by two-thirds (2/3) of all of the Villa owners at a meeting of the members.

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ARTICLE XI

GENERAL PROVISIONS

1. Assignment of Declarant's Rights. The Declarant shall have the right and authority, by appropriate agreement made expressly for that purpose, to assign, convey, transfer and set over to any person(s) or entity, all or any part of the rights, benefits, powers, reservations, privileges, duties and responsibilities herein reserved by or granted to the Declarant, and upon such assignment, the assignee shall then, for all purposes, be the Declarant hereunder with respect to the assigned rights, benefits, powers, reservations, privileges, duties and responsibilities. Such assignee and its successors and assigns shall have the right and authority to further assign, convey, transfer and set over the rights, benefits, powers, reservations, privileges, duties and responsibilities of the Declarant hereunder.
2. No Liability for Power Lines. By acceptance of a deed to a Lot, all Villa owners acknowledge that there are above-ground high voltage electric transmission lines located in or near the Subdivision. Each Owner, for himself, the members of his family, his guests, tenants, and invitees, acknowledges and accepts all health, safety and other risks and hazards associated therewith. The Declarant and the Homes Association shall have no liability or responsibility to any Owner or other party with respect to such electrical lines.
3. No Liability for Swimming Pool. By acceptance of a deed to a Lot, all Owners acknowledge and accept the inherent risks and hazards (whether foreseeable or not) associated with use of any swimming pool and any diving board and/or slide and any playground equipment that may be installed as part of the Common Areas. The Declarant and the Homes Association and the officers and directors of the Homes Association shall have no liability or responsibility to any Owner or other party with respect to such inherent risks and hazards. Each Owner, for himself, the members of his family, his guests and invitees, shall be deemed to have released and agreed never to make a claim against the Declarant or the Homes Association or any officer or director of the Homes Association for any personal injury or death that may be suffered or incurred by any of such releasing parties in connection with use of the swimming pool area or any playground area and such inherent risks and hazards, and each of them shall be deemed to have waived any and all claims and causes of action that any of them may ever have against any of such released parties with respect thereto.
4. Covenants Running With the Land. The covenants, conditions, restrictions, easements, reservations, liens and charges created hereunder or hereby shall run with and bind the land, and each part thereof, and shall be binding upon and inure to the benefit of all parties having any right, title or interest in or to all or any part of the Villa Property, and the Association, and their respective heirs, executors, administrators, successors and assigns.
5. Enforcement. In addition to any other remedies provided in this Declaration, Declarant (only with respect to those rights directly benefiting the Declarant), the Association, and each Villa owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, easements, reservations, liens and charges set forth herein or in the Bylaws or now or hereafter imposed by or through the Association's rules and regulations.