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**Documents: Park Ridge Community Improvement District/Park Ridge Tranquility Homes**

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Document Title: Declaration of Covenants, Conditions and Restrictions for Tranquility at the Trails of Park Ridge Owners Association

Document Date: May 27, 2014

Grantors' Name (for Indexing Purposes Only): Trails of Park Ridge, LLC, a Missouri limited liability company

Grantee's Name (for Indexing Purposes Only): Trails of Park Ridge, LLC, a Missouri Limited Liability Company

Statutory/Grantors' address: 3170 N.E. Carnegie Drive, Suite 400  
Lee's Summit, MO 64064

Description and Recording Information: See Attached Exhibit A

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**DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS FOR TRANQUILITY  
AT THE TRAILS OF PARK RIDGE OWNERS ASSOCIATION**

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*Accom 167 2014*



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Lee's Summit, MO 64086

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**DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS FOR TRANQUILITY AT THE  
TRAILS OF PARK RIDGE OWNERS ASSOCIATION**

This Declaration of Covenants, Conditions and Restrictions for Tranquility at the Trails of Park Ridge Owners Association is made on May ~~21~~<sup>23<sup>rd</sup></sup>, 2014, by Trails of Park Ridge, LLC, a Missouri limited liability company, with a notice and mailing address of 3170 NE Carnegie Drive, Suite 400, Lee's Summit, Missouri 64064.

**RECITALS**

A. The Declarant owns the Property, more particularly described on Exhibit A to this Tranquility Units Declaration.

B. As part of the Project, the Declarant plans to construct approximately 29 single-family Tranquility Unit homes to be located on the Property, provided however, the Declarant reserves any and all rights and authorities needed in order to exercise, in its sole discretion and not subject to a Member vote, the right to add Additional Property, Buildings and Tranquility Units to this Project at any time during the Declarant Control Period through the recording of one or more Plats and Supplemental Declarations.

C. The Declarant desires to establish the Project as a single-family housing project, as hereinafter provided, to be known as Tranquility at the Trails of Park Ridge, subject to the Plat, this Tranquility Units Declaration, the Original Plat and the Original Declaration. The Project is adjacent to, but separate from, the existing townhome project also within the Trails of Park Ridge subdivision.

D. The Declarant will convey the Tranquility Units to each successor Owner subject to the covenants, conditions, restrictions, reservations, easements, assessments, Charges and liens set forth in the Original Declaration and this Tranquility Units Declaration.

E. Pursuant to this Tranquility Units Declaration, all Owners are liable for the Tranquility Expenses, which costs shall be assessed against each Tranquility Unit in accordance with this Tranquility Units Declaration.

F. Pursuant to Section 5.10 of the Original Declaration, the Declarant is empowered, at any time during the Declarant Control Period, to incorporate a Sub-Association under the Missouri Nonprofit Corporation Laws and to file applicable declarations of covenants, conditions and restrictions, with the prior approval of the District's board of directors.

G. Pursuant to such authority provided by the Original Declaration, on or about November 12, 2013, the Declarant and the District's board of directors created the Association.

H. The Declarant desires that the Association be subject to the requirements of this Tranquility Units Declaration.

I. The Declarant and the District's board of directors deem it necessary and desirable to file this Tranquility Units Declaration in order to administer and enforce the levy and collection of the Assessments.

J. The Declarant, and the District's board of directors, impose these covenants, conditions, restrictions, easements, assessments, charges and liens, as hereinafter set forth, for the benefit of the Declarant, the District and the Owners and their successors and assigns, as covenants running with the land, to protect, preserve and enhance the value of the Property.

K. Each Owner, at the time of purchase, shall be furnished with a copy of the Original Declaration and this Tranquility Units Declaration, along with any Supplemental Declaration, if applicable, provided that an Owner's failure to receive the foregoing documents shall in no way affect their enforceability against such Owner and Owner's Unit.

L. The Declarant has to the best of its knowledge, complied with all ordinances, regulations and requirements of the City of Lee's Summit, Missouri, the County of Jackson, , and the State of Missouri, regarding the establishment of the Project as a single-family housing project.

M. Should any conflict arise between the terms of this Tranquility Units Declaration, the Original Declaration, the Nonprofit Corporation Act, the CID Act or the Bylaws, the terms of the Nonprofit Corporation Act shall control, followed, in order, by the CID Act, this Tranquility Units Declaration, the Original Declaration and the Bylaws.

NOW, THEREFORE, Declarant, with the approval of the District's board of directors, hereby makes this Tranquility Units Declaration on the terms and conditions set forth herein below.

## **DECLARATION**

### **ARTICLE ONE DEFINITIONS**

The following words, when used in this Tranquility Units Declaration, shall have the following meanings, provided however, such capitalized terms not defined herein shall have the same meaning set forth in the Original Declaration:

1.1. "Additional Property" means any additional real property that is within the District's boundaries and therefore subject to the covenants, conditions, restrictions and easements set forth in the Original Declaration, and which real property will be subject to the covenants, conditions, restrictions and easements within this Tranquility Units Declaration pursuant to a Supplemental Declaration prepared and filed in accordance with Sections 2.2 or 2.3 of Article Two below.

1.2. "Articles of Incorporation" means the Articles of Incorporation of the Association filed with the Missouri Secretary of State on November 12, 2013.

1.3. "Association" means Tranquility at the Trails of Park Ridge Owners Association, Inc., a Missouri nonprofit corporation formed by the Declarant, with the approval of the District's board of directors, as a Sub-Association pursuant to the terms of the Original Declaration for the purpose of providing maintenance and other services on the Property.

1.4. "Association Documents" means the Articles of Incorporation, Bylaws, this Tranquility Units Declaration, any Supplemental Declarations, the Original Declaration, Chapter 355 of the Revised Statutes of Missouri, any Association resolutions and/or any other document applicable to the Association's powers, rights duties or obligations.

1.5. "Board of Directors" means the governing body of the Association appointed or elected pursuant to the Articles of Incorporation, the Bylaws and Chapter 355 of the Revised Statutes of Missouri.

1.6. "Bylaws" means the Bylaws of the Association adopted in accordance with the Articles of Incorporation.

1.7. "CID Act" means the Community Improvement District Act, as set out in Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri, and any subsequent amendments.

1.8. "City" means the City of Lee's Summit, Jackson County, Missouri.

1.9. "Common Area" means, collectively, all real property dedicated as "common area" on the Original Plat or any final Plat or Plats for Trails of Park Ridge and approved by the City pertaining to the Tranquility Units, together with all improvements located thereon, including, but not limited to, private alleys and private lanes, any clubhouse and swimming pool, any mail center, all monument signs and entranceways, any exercise paths in the Common Area, any ponds, streams, waterfalls and other watercourse-related improvements, any fences located on the Common Area, all utility lines and conduits up to where they enter the exterior of the Tranquility Lot or Tranquility Unit, any outdoor lighting and/or sound equipment, and all trees, shrubs, flowers, grass and berms within the Common Area.

1.10. "Declarant" means Trails of Park Ridge, LLC, a Missouri limited liability company, its successors and assigns.

1.11. "District" means the Park Ridge Community Improvement District formed pursuant to the Petition to Establish the Park Ridge Community Improvement District approved by the City on July 6, 2006, by Ordinance No. 6215 and in accordance with the Community Improvement District Act as set out in Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri, and any subsequent amendments.

1.12. "Fiscal Year" means the fiscal year of the Association, that being July 1 through June 30 of each year.



1.13. "Member" means each member of the Association as determined by the terms of this Tranquility Units Declaration.

1.14. "Original Declaration" means the Second Amended and Restated Declaration of Covenants, Conditions and Restrictions for the Trails of Park Ridge, and recorded with the Recorder's Office on May 28, 2014 as Document Number 2014E0042439, which amended and restated those certain documents entitled Declaration of Covenants, Conditions and Restriction for the Trails of Park Ridge, and recorded in the Recorder's Office on September 9, 2008 as Document Number 2008E0096618 and the First Amended and Restated Declaration of Covenants, Conditions and Restrictions for the Trails of Park Ridge, and recorded with the Recorder's Office on March 2, 2010 as Document Number 2010E0019386, which terminated that certain document entitled Declaration of Covenants, Conditions and Restriction for Savanna Woods, and recorded in the Recorder's Office on May 31, 2007 as Document Number 2007E0072332; and the Supplemental Declaration Providing for Annexation of Additional Property into the Trails of Park Ridge recorded in the Recorder's Office on May 14, 2013 as Document No. 2013E0048550 and the Supplemental Declaration Providing for Annexation of Additional Property into the Trails of Park Ridge recorded in the Recorder's Office on May 28, 2014 as Document No. 2014E0042440.

1.15. "Original Plat" means the Final Plat of The Trails of Park Ridge – 1<sup>st</sup> Plat recorded in the Recorder's Office under Instrument No. 2008E0013143, as amended and modified by subsequent minor plats. Provided, however, should the statements and figures on the Original Plat vary with statements and figures on the Plat pertaining to the Tranquility Units, the statements and figures on the Plat shall control over the statements and figures on the Original Plat.

1.16. "Owner" means the record owner, whether one or more persons or entities, of the fee simple title to a Tranquility Lot or Tranquility Unit, and includes such Owner's family members. The term "Owner" does not include the City or any mortgagee unless and until such mortgagee has acquired fee simple title to such Tranquility Lot or Tranquility Unit pursuant to foreclosure or a proceeding in lieu of foreclosure.

1.17. "Plat or Plats" means, individually, the minor plat of the Trails of Park Ridge, Blocks 2D & 3D, Lots 1 thru 29 and Tract D, Lee's Summit, Jackson County, Missouri, recorded in the Recorder's Office under Instrument Number 2014E0041089, or any single recorded minor or final subdivision plat for the Trails of Park Ridge pertaining to the Tranquility Units as it may be amended or modified from time to time, and collectively means all minor or final subdivision plats recorded for the Trails of Park Ridge pertaining to the Tranquility Units as amended from time to time. Provided, however, should the statements and figures on the Original Plat vary with statements and figures on the Plat, the statements and figures on the Plat shall control over the statements and figures on the Original Plat.

1.18. "Project" means the Tranquility at the Trails of Park Ridge single-family project consisting of the Property, the Tranquility Lots, the Tranquility Units, along with any Additional Property, Tranquility Lots or Tranquility Units added to the Project as a result of the Declarant's recording of any Plat or Plats, made subject to this Tranquility Units Declaration, by the filing of one or more Supplemental Declarations with the Recorder's Office, and all other improvements to

be known as the Trails of Park Ridge Tranquility Units as shown on the Plat and generally located along the south side of Woods Chapel Road east of I-470 in Lee's Summit, Jackson County, Missouri.

1.19. "Property" means that property owned by Declarant located in Lee's Summit, Jackson County, Missouri, as more particularly described in Exhibit A. Copies of the Original Plat and the Plat are attached in Exhibit B.

1.20. "Recorder's Office" means the Office of the Jackson County Recorder of Deeds Department in Independence, Missouri.

1.21. "Supplemental Declaration" means any supplementary declaration subjecting Additional Property to this Tranquility Units Declaration and such additional covenants, conditions, restrictions and easements relating to the Additional Property set out in the Supplemental Declaration.

1.22. "Trails of Park Ridge" means the subdivision located in Lee's Summit, Jackson County, Missouri known as Trails of Park Ridge.

1.23. "Tranquility Assessment" means the required annual assessment levied against the Property, on a per lot basis, calculated by the Board of Directors, in their sole discretion, to adequately fund the Association's obligations under the Original Declaration and this Tranquility Units Declaration.

1.24. "Tranquility Expenses" means those Tranquility Maintenance Area operating expenses and other expenditures of the Association in pursuit of the Association's purpose, as described in Section 5.2 of this Tranquility Units Declaration.

1.25. "Tranquility Lot" means any of the separately numbered parcels of the Property owned by Declarant and more particularly described on Exhibit A to this Tranquility Units Declaration, which shall be permanently and fully maintained by the District or the Association, pursuant to the terms of the Original Declaration and pursuant to this Tranquility Units Declaration.

1.26. "Tranquility Maintenance Area" means those areas on the Property determined by the District not to constitute Common Area, and the maintenance, repair or replacement of which has been determined by the Board of Directors to be the responsibility of the Association. The Tranquility Maintenance Area will include portions of privately owned Tranquility Lots. Without limiting the generality of the foregoing sentence, the Tranquility Maintenance Area shall include exercise paths (on other than Common Area, if any), and sodded areas as designated on the individual site plan for each Tranquility Lot.

1.27. "Tranquility Unit" means any one of those Lots located on the Property and designated as a Tranquility Unit on any Plat or Plats, or on any development plan approved by the City, and which, unless otherwise determined in accordance with this Declaration, must be designed and constructed in accordance with the Design Guidelines attached hereto as Exhibit C.

1.28. "Tranquility Units Declaration" means this declaration of covenants, conditions, restrictions and easements.

1.29. "Turnover Date" means the earlier of: (a) December 31, 2033; (b) the build-out and sale of one hundred percent (100%) of the Tranquility Lots, other than those lots designated on any Plat or Plats as Common Area, located within the District; or (c) the date the Declarant, in the Declarant's sole and absolute discretion, selects as a Turnover Date for the Property then encumbered by this Tranquility Units Declaration.

## **ARTICLE TWO**

### **ANNEXATIONS OF ADDITIONAL PROPERTY**

2.1. Property Subjected to Declaration. Declarant hereby declares that the Property is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions, easements, assessments, 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, conditions, assessments, charges and liens shall run with the Property, shall be binding upon all parties having or acquiring any right, title or interest in any portion of the Property and shall inure to the benefit of each and every Owner.

2.2. Annexations of Additional Property by Declarant. Declarant reserves the unilateral right to annex and subject all or any portion of any adjacent Additional Property, and any improvements now or hereafter situated on such Additional Property, to all the terms and provisions of this Tranquility Units Declaration by filing one or more Supplemental Declarations in the Recorder's Office. Any such Supplemental Declaration shall not require the consent of any Member. Declarant shall be entitled to unilaterally file such Supplemental Declaration at any time before the Declarant's membership terminates on the Turnover Date.

2.3. Annexations of Additional Property by Members. From and after the time the Declarant's membership terminates, Additional Property may be annexed and subjected to this Tranquility Units Declaration by the affirmative vote of at least sixty-seven percent (67%) of all votes cast by the Members present at a meeting of the Members duly called for this purpose (written notice of which was sent to all Members not less than thirty nor more than sixty days in advance of the meeting) and the filing of a Supplemental Declaration in the Recorder's Office.

2.4. Supplemental Declarations. Any Supplemental Declaration shall be effective upon its filing in the Recorder's Office, unless otherwise provided therein. Said Supplemental Declaration may contain such additional covenants, conditions, restrictions and easements applicable solely to the Additional Property as the Declarant or the Members, as applicable, may determine to be necessary or desirable. In no event, however, shall such Supplemental Declaration modify or add to the covenants, conditions or restrictions established by this Tranquility Units Declaration relating to the Property described on Exhibit A unless this Tranquility Units Declaration is amended pursuant to Article Seven herein.

**ARTICLE THREE**  
**DISTRICT MEMBERSHIP**

3.1. Membership and Voting Rights in the Association. The Owner of each Tranquility Lot shall be a Member of the Association. If one or more individuals or entities enjoys ownership of a single Tranquility Lot, for purposes of membership in the Association, the Member representing the Tranquility Lot shall be deemed the collective entirety of the individuals or entities so that each Tranquility Lot shall be represented in the Association by only one Member and represented in the Association with only one vote; except however, such limitation shall not extend to the Declarant's voting rights, which are not tied to individual Tranquility Lot ownership, and which Declarant voting rights are provided for herein. The Board of Directors shall be the final arbiter of any dispute related to Member voting rights.

3.2. One Class of Membership. There shall be one class of Members consisting of the Declarant and all Owners. However, as stated herein, the voting rights of the Declarant shall be independent of the voting rights of the Owners.

3.3. Meetings of the Association. Annual and special meetings of the Members shall be called, noticed, held and conducted in such manner as stated in the Bylaws, or in the absence of any relevant provision in the Bylaws, as provided for in Chapter 355 of the Revised Statutes of Missouri.

3.4. Member Voting Rights. Except as otherwise provided herein, all Members shall be entitled to vote on Association matters requiring a vote under this Tranquility Units Declaration, the Bylaws, or any Association procedural rule at a regular Association meeting or at any special Association meeting called for that purpose. In addition, except as otherwise provided herein, on all matters to be voted on by the Members, each Member shall have one vote for each Tranquility Lot owned. If more than one Owner exists for any Tranquility Lot, the vote for such Tranquility Lot shall be exercised as the Owners determine among themselves and as they notify the Association secretary in writing. Proxy voting is prohibited. Unless specifically provided for herein to the contrary, all matters requiring a vote of the Members pursuant to this Tranquility Units Declaration shall be approved by a simple majority of the votes present at an annual or special meeting duly called in which a quorum is present. A quorum shall be the presence, in person, at an annual meeting or special meeting called for a particular purpose, of ten percent (10%) of the votes entitled to be cast at such meeting.

3.5. Transfer of Membership. Except as provided for herein, membership, and voting rights applicable to that membership, are appurtenant to and may not be separated from ownership of any Tranquility Lot, except in connection with the encumbrance of the Tranquility Lot, and then only to the designated Mortgagee of the Tranquility Lot. Upon the sale of any Tranquility Lot, the membership associated with the Tranquility Lot shall automatically transfer to the purchaser of the Tranquility Lot, or the purchaser's Mortgagee if so designated by the purchaser.

3.6. Association Books and Records. During normal business hours or under other reasonable circumstances, and upon written request by the Members, the Association shall make available for inspection to the Members, and if applicable pursuant to Section 3.5 herein such

Members' designated mortgagee, current copies of the Association Documents including applicable books, records and financial statements. A reasonable fee may be charged for the copying of any requested documents.

3.7. Successor Developer. On the Turnover Date, the Association shall succeed to all of the duties and responsibilities of the Declarant under this Tranquility Units Declaration. The Association shall not, however, succeed to any easements or rights of the Declarant, or any rights pertaining to any other real property adjacent to the Property and owned by the Declarant unless such right is otherwise reserved to the Association within the Association's documents.

3.8. Implied Rights and Obligations. The Association may exercise all rights and privileges expressly granted to the Association in the Association Documents and all other rights and privileges reasonably implied from the rights expressly granted or reasonably necessary to effect any such duties and obligations expressly imposed upon the Association by the Association Documents.

3.9. Declarant's Voting Rights. Notwithstanding any provision in this Tranquility Units Declaration to the contrary, until the Turnover Date the Declarant shall maintain absolute, complete and exclusive control over the Association including, but not limited to, the appointment, election and removal of any and all Association directors and officers. Specifically, until the Turnover Date, only the Declarant is authorized to take part in any election of Association directors and officers or of any other Association matter. Until the Turnover Date, the Declarant shall have such number of votes as shall equal the product of the total number of votes held by all Members multiplied by three. The Declarant, in the Declarant's sole discretion, may at any time delegate or relinquish any portion of the Declarant's control pursuant to this Tranquility Units Declaration.

#### **ARTICLE FOUR** **MAINTENANCE OF TRANQUILITY MAINTENANCE AREA**

4.1 Maintenance of Tranquility Maintenance Area. The Association, in its sole discretion, shall manage, repair, maintain, replace, improve and operate the Tranquility Maintenance Area located within the Property, and shall keep and maintain such designated Tranquility Maintenance Area, along with all improvements located within, thereon and thereunder, in good condition. Without limiting the generality of the foregoing sentence, and at the discretion of the Board of Directors, such maintenance, management and repair of the Tranquility Maintenance Area may include snow removal and lawn maintenance.

4.2 Property Liability. All Owners are liable for Tranquility Expenses relating to the Tranquility Maintenance Area, and such Tranquility Expenses shall be assessed as Tranquility Assessments against the Owners in accordance with this Tranquility Units Declaration.

4.3 The Owners' Responsibilities. Each Owner shall maintain, repair and replace, at such Owner's expense, all portions of such Owner's Tranquility Lot and Tranquility Unit which are not considered by the District or the Association to be a Tranquility Maintenance Area or Common Area, including, but not limited to, foundation plantings and garden landscaping, driveways, sidewalks or other concrete accessing, fencing, any underground irrigation system installed by the

Owner, all exterior building surfaces of the Owner's Tranquility Unit, all exterior doors (including garage doors), all window glass or plexiglass repair or replacement, all appliances, heating, plumbing, electrical, air conditioning, air conditioning compressor and related facilities, fixtures, or installations, and any portion of any utility services (including meters) located within the interior of such Owner's Tranquility Lot and/or Tranquility Unit, and all interior improvements and fixtures which are appurtenant to each Tranquility Lot and/or Tranquility Unit, including, without limitation, responsibility for all breakage, damage, malfunction, painting, repair and maintenance thereof. All fixtures and equipment installed within a Tranquility Lot and/or Tranquility Unit, commencing at a point where the utility lines, pipes, wires, conduit or systems enter the exterior of the Tranquility Lot and/or Tranquility Unit, shall be maintained and kept in repair by the Owner thereof except as otherwise provided in this Tranquility Units Declaration.

4.4 The Declarant's Responsibilities. The Declarant shall, at its own expense and to the extent required by law, maintain and care for all the undeveloped Tranquility Lots or Tranquility Units owned by the Declarant.

4.5 Right of Entry. The Association will have the right and easement, but not the obligation, to enter upon any Tranquility Lot or Tranquility Unit for emergency, security, and safety reasons, to perform maintenance pursuant to this Tranquility Units Declaration, and to inspect to ensure compliance with this Tranquility Units Declaration, any Supplemental Declaration and any Association Documents. This right of entry and inspection may be exercised by any member of the Board of Directors, by the Association's officers, agents, employees, and managers, and all policemen, firemen, ambulance personnel, and similar emergency personnel in the performance of their duties. Except in an emergency situation, entry will only be during reasonable hours and after notice to the Owner. This right of entry includes the right of the Association to enter upon any Tranquility Lot or Tranquility Unit to cure any condition that may increase the possibility of a fire or other hazard if an Owner fails or refuses to cure the condition within a reasonable time after written request from the Board of Directors, but will not authorize entry into any Tranquility Unit without the Owner's permission, except by emergency personnel acting in their official capacities.

## **ARTICLE FIVE** **ASSESSMENTS**

5.1. Obligation for Assessments. Each Owner, by acceptance of the deed for such Owner's Tranquility Lot, and regardless of whether it shall be so expressed in any such deed, hereby covenants and agrees and shall be deemed to covenant and agree to pay the Tranquility Assessment to the Association in accordance with the terms of this Tranquility Units Declaration. Notwithstanding anything to the contrary, all Tranquility Assessments described in this Article Five shall be in addition to the Capital Assessment and the Annual Maintenance Assessment levied by the District pursuant to Article Five of the Original Declaration. The Capital Assessment and the Annual Maintenance Assessment levied by the District are to fund costs incurred by the District and/or the Association to maintain the Common Areas within the Property. As described in greater detail below, the Tranquility Assessment is to fund the Tranquility Expenses incurred by the Association to maintain the Tranquility Maintenance Area within the Property.

5.2. Purpose of Tranquility Assessment; Tranquility Maintenance Area Expenses. Tranquility Assessments levied by the Association upon the Tranquility Lots will be used for the general purposes of promoting the recreation, health, safety, welfare, common benefit and enjoyment of the Owners, including the maintenance of the Tranquility Maintenance Area. Without limiting the generality of the foregoing, in the Board of Director's sole discretion, Tranquility Assessments may be used for, but are not necessarily limited to, the following Tranquility Expenses:

- a. Routine repair, maintenance and care of the Tranquility Maintenance Area located on the Property, which may include, but is not limited to, any and all trees, shrubs, grass, sod, berms, fences, utility lines, outdoor lighting equipment, exercise or walking trails, fences, ponds, and streams located in the Tranquility Maintenance Area.
- b. Without limiting the responsibilities of Owners set forth in Paragraph 4.3, above, and in the sole discretion of the Board of Directors, the Association may choose to provide snow removal and lawn maintenance.
- c. Payment of costs, fees and other expenses for the operation, management and administration of the Association, including, but not limited to, fees for property management, fees for legal and accounting services, costs of mailing, postage, supplies and materials for operating the Association, and the salaries, wages, payroll charges and other costs to perform these services.
- d. Payment of costs for utility services not separately metered or charged to Owners.
- e. Creation of contingency and reasonable reserve funds, as determined from time to time by the Board of Directors, including a reserve fund for future repairs and replacements to any public improvement located in applicable Tranquility Maintenance Area.
- f. Payment of insurance premiums for all insurance authorized by this Tranquility Units Declaration and obtained by the Board of Directors.
- g. Payment of such other fees and charges as may be required or authorized by this Tranquility Units Declaration or that the Board of Directors may, from time to time, determine necessary or desirable to meet the purposes and obligations of the Association, as required or permitted by the Articles of Incorporation, Bylaws and this Tranquility Units Declaration.

5.3. Budget. At least ninety (90) days prior to the end of the Fiscal Year, the Board of Directors shall submit a proposed budget based on the estimated Tranquility Expenses and otherwise performing its obligations established by this Tranquility Units Declaration to the District so that the District can include such Association's budget in the overall District budget. Such budget shall contain, at a minimum, the Association's expected Tranquility Assessments and the

Association's expected expenditures for the upcoming Fiscal Year. The Tranquility Assessment for each Tranquility Lot for the following Fiscal Year will be established by the Board of Directors based on this budget, no later than June 30 of each year.

5.4. Contractual Authority of District. Pursuant to Section 5.10 of the Original Declaration, the District has the authority to enter into a contract with the Association, at the District's discretion, pursuant to which the Tranquility Assessments may be collected, administered and expended by the District. Should the District and the Association, at the District's discretion, not enter into such a contract, the Association shall retain authority to collect, administer and expend the Tranquility Assessments and to retain as reserves or apply against future Tranquility Assessments any and all Tranquility Assessments received in excess of Tranquility Expenses in accordance with Section 5.5, below.

5.5. Payment of Tranquility Assessments; Excess. Tranquility Assessments will be payable in equal monthly installments due on the first day of each month. Owners may prepay Tranquility Assessments in annual, semiannual or quarterly installments. The first Tranquility Assessment for each Tranquility Lot will be prorated based on when the Tranquility Lot was acquired by any Owner, other than the Declarant, during the year. Tranquility Assessments will be levied among all Tranquility Lots on an equal basis. For administrative convenience, Tranquility Assessments may be rounded so that monthly installments will be in whole dollars. If Tranquility Assessments in any year are in excess of the funds necessary to meet the anticipated Tranquility Expenses for which they have been levied and collected, the excess will be retained as reserves or as a reduction to future Tranquility Assessments, as determined by the Board of Directors, in its sole discretion, and will not be deemed profits or available for distribution to Owners.

5.6. Maximum Tranquility Assessment. The Board of Directors may not fix the Tranquility Assessment in any year at any amount in excess of the maximum set out in this paragraph. The maximum Tranquility Assessment in any year will be determined as follows:

5.6.1. Until July 1 of the Fiscal Year immediately following the date of conveyance of the first Tranquility Lot to an Owner other than Declarant, the maximum Tranquility Assessment will be fixed based on the initial annual budget prepared in accordance with Section 5.3 above.

5.6.2. From and after July 1 of the Fiscal Year immediately following conveyance of the first Tranquility Lot to an Owner other than Declarant or a Builder, the maximum Tranquility Assessment may be increased annually over the rate of the Tranquility Assessment in effect for the preceding year by an amount: (i) not to exceed 10% by the Board of Directors, without a vote of the Members; or (ii) exceeding 10% by a vote of the majority of the Members present at a meeting duly called for this purpose in accordance with the Bylaws. Provided however, prior to the Turnover Date, Declarant shall control all voting with respect to the Tranquility Assessment.

5.7. Duties of the Board of Directors with Respect to Tranquility Assessments.



5.7.1. Written notice of each Fiscal Year's Tranquility Assessments shall be given to each Owner by June 1 of the preceding Fiscal Year.

5.7.2. The Board of Directors shall give notice to any Owner who becomes subject to the Tranquility Assessment subsequent to July 1 of any Fiscal Year by acquiring an assessable Tranquility Lot, and such Owner shall pay the applicable Tranquility Assessment by the first day of the following month on a pro rata basis commencing on the date upon which the deed conveying title to such Tranquility Lot was delivered. Unless the Owner takes title to a Tranquility Lot from the Declarant, however, the lien of the unpaid portion of the Tranquility Assessment shall attach to the Tranquility Lot or Tranquility Unit until the Tranquility Assessment is paid in full.

5.7.3. The Board of Directors shall, upon request, furnish to any Owner liable for any Tranquility Assessment a certificate in writing and in recordable form setting forth whether all Tranquility Assessments (together with all applicable fees and charges) have been paid to date. The Board of Directors may make a reasonable charge for the issuance of such certificate. Such certificate may be recorded in the Recorder's Office and, upon recording, shall constitute conclusive evidence of the status of payment of any Tranquility Assessment for the period stated in the certificate.

5.8. Reserves for Capital Improvements. The Board of Directors will determine and establish adequate reserves for any desired capital improvements and for the maintenance, repair and replacement of the Tranquility Maintenance Area improvements. Amounts for these reserves will be included in each annual budget prepared by the Board of Directors.

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

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

5.9.2. All Tranquility Assessments, together with interest, late fees and costs, including attorneys' fees, will be a continuing lien in favor of the Association on the Tranquility Lot against which the Tranquility Assessments were made. This lien will take priority as of the date of recording this Tranquility Units Declaration and will be superior to any other liens placed on said Tranquility Lot after such recording date, except that this lien is subordinated to, and will be inferior to, any valid first mortgage or any lien for a District

Assessment encumbering the Tranquility Lot. This lien may be enforced as a lien on the Tranquility Lot against which it is levied in proceedings in any court in Jackson County, Missouri, having jurisdiction over suits for the enforcement of such liens. Additionally, the Association may proceed against any Owner or Owners failing to pay any Tranquility Assessment when due and may seek all remedies available under law and in equity.

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

5.9.4. The Association must bring all suits to foreclose the lien of Tranquility Assessments or otherwise collect unpaid Tranquility Assessments. In any such action, the Owner or Owners affected will be required to pay a reasonable rental for that Tranquility Lot and Tranquility Unit during the pendency of such action. The Association may become a purchaser at any foreclosure sale in connection with foreclosure of a lien for Tranquility Assessments. The Association's claim for Tranquility Assessments, interest, late fees and costs is not subject to setoffs or counterclaims.

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

5.9.6. Nothing in this Tranquility Units Declaration will abridge or limit the rights or responsibilities of mortgagees or require a mortgagee to collect the Tranquility Assessments.

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

5.9.8. Each Tranquility Assessment, together with interest, late fees and costs, is the joint and several personal obligation of the Owner or Owners of the Tranquility Lot at the time the Tranquility Assessment fell due and of all subsequent Owners.

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

5.10. Specific Assessments. The Board of Directors has the right and power, but not the obligation, to levy specific assessments against individual Tranquility Lots for the purpose of paying for any costs incurred by the Association as a result of the breach of the terms of this Tranquility Units Declaration by an Owner or such Owner's agents, family members, guests, tenants, invitees or contractors, or as a result of the negligence or willful misconduct of the Owner or the Owner's agents, family, guests, tenants, invitees or contractors, or for such other purposes as are permitted by this Tranquility Units Declaration. Specific Assessments will be due in accordance with the terms determined by the Board of Directors and will be secured by a lien that is enforceable by the Association as provided in this Tranquility Units Declaration.

5.11. Property Exempt from Tranquility Assessments. All portions of the Property dedicated to and accepted by any municipality or public utility for public use or purposes, all portions of the Property exempt from taxation as set forth in Section 137.100(5) of the Revised Statutes of Missouri, and, except as otherwise expressly provided in this Tranquility Units Declaration, all portions of the Property owned by the Declarant or the Association are wholly exempt from the Tranquility Assessments and liens created hereby.

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

5.13. Easements. Any foreclosure of a lien securing any one, or all, of the Tranquility Assessments shall not terminate any easement granted by the Declarant, whether pursuant to this Tranquility Units Declaration or otherwise, and all such Tranquility Assessments shall be inferior and subordinate to such easements.

## **ARTICLE SIX** **INSURANCE**

The Board of Directors may obtain and maintain, to the extent not provided by the District, and to the extent reasonably available at a reasonable cost, the following insurance:

6.1. Liability Insurance. Public liability insurance, in such amounts and in such forms as may be considered appropriate by the Board of Directors, including, but not limited to, water damage, legal liability, hired automobile, non-owned automobile, liability for property of others, and any and all other liability incident to the use of the Property, which policy shall contain a

“severability of interest” endorsement which shall preclude the insurer from denying the claim of an Owner because of the negligent acts of the Association or an Owner.

6.2. Fidelity Insurance. Fidelity insurance against dishonest acts on the part of the Board of Directors, officers, managers, trustees, employees or volunteers of the Association responsible for handling funds collected and held for the benefit of the Owners, naming the Association as insured.

6.3. Other Insurance. Such other policies of insurance as required by this Tranquility Units Declaration, or as the Board of Directors deems necessary or desirable.

## **ARTICLE SEVEN**

### **GENERAL PROVISIONS**

7.1. Amendment. The covenants, conditions, restrictions and easements of this Tranquility Units Declaration shall run with and bind the Property and any Additional Property, and shall inure to the benefit of and be enforceable by the Association or any Owner, in perpetuity, unless Owners representing at least sixty-seven percent (67%) of the votes held by all Members have signed and recorded an instrument abolishing or changing said covenants, conditions and restrictions in whole or in part.

7.2. Amendment by Declarant. Until such time as the first Tranquility Lot is conveyed to an Owner other than a Builder, Declarant, at its sole discretion, may abolish the covenants, conditions and restrictions of this Tranquility Units Declaration or change them in whole or in part. In addition, so long as Declarant is a Member, Declarant shall have the right, but not the obligation, to amend or modify the covenants, conditions, restrictions and easements of this Tranquility Units Declaration without providing notice to or obtaining the consent of any other Member, to the extent Declarant, in its sole discretion, may deem necessary.

7.3. Articles Three, Five and Seven of this Tranquility Units Declaration May Not Be Amended. Notwithstanding anything contained within this Tranquility Units Declaration to the contrary, the Members may not amend Article Three, Article Five and Article Seven of this Tranquility Units Declaration; provided however, this provision shall in no way impede the Declarant from amending this Tranquility Units Declaration pursuant to Section 7.2.

7.4. Amendment by Owners. Subsequent to the Declarant’s membership terminating, and except as provided in Sections 7.1, 7.2 and 7.3 of this Article, the covenants, conditions, restrictions and easements of this Tranquility Units Declaration may be abolished, amended, or changed in whole or in part only with the consent of Owners representing at least sixty-seven percent (67%) of the votes held by all Members, to be evidenced by a document in writing bearing each of their signatures; provided, however, that no such instrument shall be effective unless made and recorded six (6) months in advance of its effective date; and provided, further, that no such change shall be effective on less than thirty (30) days’ prior notice to the Owners.

7.5. Enforcement. The Association or any Owner may enforce these covenants, conditions and restrictions against the Association or any Owner by a proceeding at law or in equity

against any person or persons violating or attempting to violate any covenant, condition, restriction and easement, either to restrain such violation or to recover damages or to enforce any lien created herein against the land. The failure by the Association or any Owner to enforce any covenant, condition or restriction contained herein shall in no event be deemed a waiver of the right to do so thereafter.

7.6. Severability. Invalidation of any one of these covenants, conditions or restrictions by judgment or court order shall not affect in any way the other provisions contained herein, which shall remain in full force and effect.

7.7. Notices. All notices required to be given hereunder shall be sent by U.S. certified mail, return receipt requested, and addressed (i) to the Association at the address of its registered agent or such other address as may be filed of record by the Association in the Recorder's Office; (ii) to an Owner at the street address assigned to such Owner's Tranquility Unit by the City; and (iii) to Declarant at the address provided in the first paragraph of this Tranquility Units Declaration. Notices sent by U.S. certified mail will be deemed received three business days after deposit with the U.S. Postal Service. Any notice may also be delivered by any other means if actually received by the intended recipient and, in such event, the date of actual receipt will be the effective date of the notice.

7.8. Captions. Captions provided herein for Articles or Sections are inserted only for convenience and are not to be construed as defining, limiting, extending, or otherwise modifying or adding to the particular Article or Section to which they refer.

7.9. Limitation of Liability. The Association and Declarant shall not be liable for any failure of any services to be obtained by the Association or Declarant, or paid for out of the Tranquility Assessments levied upon the Owners, or for injury or damage to person or property caused by the elements, or resulting from water which may leak or flow from any portion of the Property, or from any wire, pipe, drain, conduit, utility line or the like. The Association and Declarant shall not be liable to any Owner or permitted tenant for loss or damage, by theft or otherwise, of articles that may be placed or stored upon the Property. No diminution or abatement of Tranquility Assessments shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements to the Property, or from any action taken by the Association and Declarant in accordance with any of the provisions of this Tranquility Units Declaration or a Supplemental Declaration, or with any law, ordinance, order, or directive of any municipal or other governmental or quasi-governmental authority. Neither the Association nor the Declarant, nor any of their employees, agents, or consultants, shall be responsible in any way for any defects in any Plans or specifications submitted, revised or approved in accordance with the provisions of this Tranquility Units Declaration.

7.10. Successors of Declarant. Any and all rights, reservations, interests, privileges and powers of the Declarant hereunder may be assigned and transferred, in whole or in part, by the Declarant, without notice to the Association.

7.11. Priority in Event of Conflicts. If there are any conflicts among this Tranquility Units Declaration, the Articles of Incorporation, the Association Bylaws, the Missouri Nonprofit Act or

the Original Declaration; the Missouri Nonprofit Act controls over the Original Declaration, this Tranquility Units Declaration, the Articles of Incorporation and the Association Bylaws; the Original Declaration controls over this Tranquility Units Declaration, the Articles of Incorporation and the Association Bylaws; this Tranquility Units Declaration controls over the Articles of Incorporation and the Association Bylaws; and the Articles of Incorporation control over the Association Bylaws.

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

7.13. Recitals and Exhibits. The Recitals and exhibits attached hereto are incorporated into and made a part of this Tranquility Units Declaration as if fully set forth herein.

IN WITNESS WHEREOF, the Declarant has caused this instrument to be executed in its name and on its behalf by its duly authorized signatory this 27 day of May, 2014.

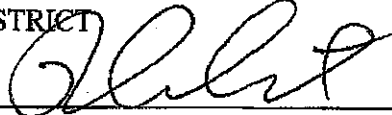
**Trails of Park Ridge, LLC,**  
a Missouri limited liability company

By:   
Michael D. Atcheson, Managing Member

**DISTRICT APPROVAL**

Pursuant to Resolution 2014-05, authority is hereby granted by the Park Ridge Community Improvement District to file this Tranquility Units Declaration.

**PARK RIDGE COMMUNITY IMPROVEMENT  
DISTRICT**

  
Michael D. Atcheson, Chairman

STATE OF MISSOURI     )  
  ) ss.  
COUNTY OF JACKSON    )

On this 27 day of May, 2014, before me, a Notary Public in and for said State, personally appeared Michael D. Atcheson, the Managing Member of Trails of Park Ridge, LLC, a Missouri limited liability company, known to me to be the person who executed the foregoing Declaration of Covenants, Conditions and Restrictions on behalf of said limited liability company, by authority of its members, and acknowledged that he executed the said Declaration of Covenants, Conditions and Restrictions for the purposes therein stated, as the free act and deed of said limited liability company.

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

Timothy A. Buft  
Notary Public

My Commission Expires:  
July 18, 2014

Timothy A. Buft  
(Printed Name)



**TIMOTHY A. BUFT**  
My Commission Expires  
July 18, 2014  
Jackson County  
Commission #10996072

**EXHIBIT A**

**Description of the Property**

The Trails of Park Ridge, Blocks 2D & 3D, Lots 1 thru 29 and Tract D, Lee's Summit, Jackson County, Missouri



RECORDER'S CERTIFICATION  
JACKSON COUNTY, MISSOURI

02/05/2008 01:13:40 PM

INSTRUMENT TYPE: PLAT FEE: \$165.00 4 Pages  
NON-STANDARD FEE: EXEMPT



INSTRUMENT NUMBER/BOOK & PAGE:

2008E0013143

Book: 115 Page: 8  
ROBERT T. KELLY, DIRECTOR, RECORDER OF DEEDS

**Jackson County  
Recorder of Deeds  
Exempt Document**

This document has been recorded under exempt status  
pursuant to RSMo 59.310.4.

This certificate has been added to your document  
in compliance with the laws of the  
State of Missouri.



**Robert T. Kelly, Recorder of Deeds**

415 E. 12<sup>th</sup> Street, Room 104  
Kansas City, MO 64106

308 W. Kansas, Suite 104  
Independence, MO 64050

This page has been recorded as a permanent part of your document. Please do not remove.

Exhibit B



**DIVISION OF FINANCE  
COLLECTION DEPARTMENT**

JACKSON COUNTY COURTHOUSE  
415 EAST 12TH STREET (FIRST FLOOR)  
KANSAS CITY, MISSOURI 64108

TAXPAYER SERVICES (816) 881-3232  
BUSINESS TAXES (816) 881-3186

TAX CERTIFICATE FOR PLAT

INSTRUCTIONS TO TAXPAYER

1. Have Part I of this Tax Certificate completed by the Mapping Section of the Assessment Department.
2. Take to Taxpayer Services at either the Kansas City or Independence Courthouse. They will complete Parts II and III.
3. You cannot record your plat until these steps are completed.

PART I: TO BE COMPLETED BY ASSESSMENT DEPARTMENT  
(Use one form for each parcel number)

Legal Description: (RTS OR SUB) \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Current County Parcel/ID # 43-640-08-01  
 BY [Signature] DATE 1/29/08

PART II: TO BE COMPLETED BY COLLECTION DEPARTMENT

(Return to Mapping Section, Assessment Department if unable to follow payment history back three years. Attach documentation if paid. Attach bill if taxes due).

YEAR	AMOUNT DUE	DATE PAID	VERIFIED BY
07		12/7/07	[Signature]

PART III: TO BE COMPLETED BY AUTHORIZED COLLECTION DEPARTMENT SUPERVISOR

(This is to certify, that according to the records of the Collection Department, the State, County and School Taxes for Real Property have been paid in full for 07 and all prior years for the above described property.)

DATE 1/30/08 [Signature] (Clerk)  
 SUPERVISOR



**DIVISION OF FINANCE  
COLLECTION DEPARTMENT**

JACKSON COUNTY COURTHOUSE  
416 EAST 12TH STREET (FIRST FLOOR)  
KANSAS CITY, MISSOURI 64108

TAXPAYER SERVICES (816) 801-3132  
BUSINESS TAXES (816) 801-3149

TAX CERTIFICATE FOR PLAT

INSTRUCTIONS TO TAXPAYER

1. Have Part I of this Tax Certificate completed by the Mapping Section of the Assessment Department.
2. Take to Taxpayer Services at either the Kansas City or Independence Courthouse. They will complete Parts II and III.
3. You cannot record your plat until these steps are completed.

PART I: TO BE COMPLETED BY ASSESSMENT DEPARTMENT  
(Use one form for each parcel number)

Legal Description: (RTS OR SUB) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Current County Parcel ID # 43-600-04-28  
BY [Signature] DATE 1/29/08

05-'06

PART II: TO BE COMPLETED BY COLLECTION DEPARTMENT

(Return to Mapping Section, Assessment Department if unable to follow payment history back three years. Attach documentation if paid. Attach bill if taxes due).

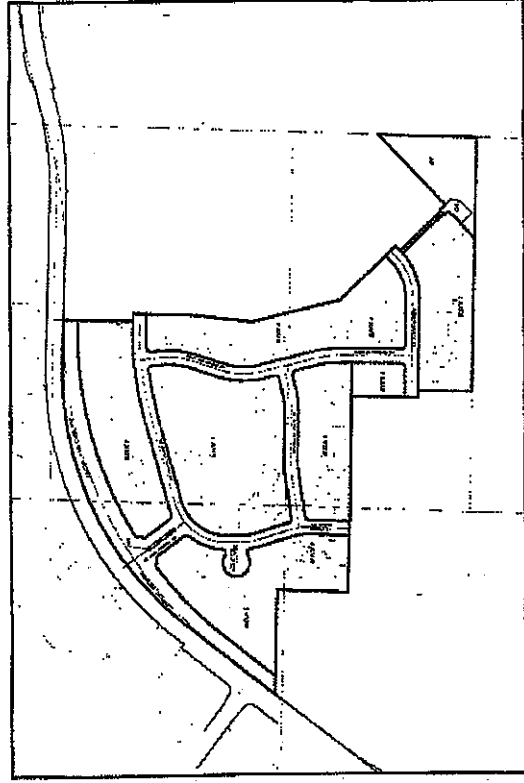
YEAR	AMOUNT DUE	DATE PAID	VERIFIED BY
05		12/13/06	[Signature]
06		12/13/06	[Signature]

PART III: TO BE COMPLETED BY AUTHORIZED COLLECTION DEPARTMENT SUPERVISOR

(This is to certify, that according to the records of the Collection Department, the State, County and School Taxes for Real Property have been paid in full for 05-'06 and all prior years for the above described property.)

1/30/08 [Signature] (Clerk)  
DATE SUPERVISOR

FINAL PLAN OF  
**THE TRAILS OF  
 PARK RIDGE - 1ST PLAT**  
 A REPLAT OF LOTS 1 THRU 44 AND TRACTS "A" - "J" THRU "C" - "I"  
 SAVANNAH HILLS, JACKSON COUNTY, MISSOURI



**DEDICATION:**  
 THE UNDERSIGNED HEREBY DEDICATES TO THE CITY OF MAYO AND THE PEOPLE THEREOF THE TRAILS OF PARK RIDGE - 1ST PLAT, AS SHOWN ON THE ATTACHED MAP, TO BE USED AS A PUBLIC HIGHWAY AND TRAIL, TO BE KNOWN AS THE TRAILS OF PARK RIDGE - 1ST PLAT.

**EXHIBITS:**  
 THE UNDERSIGNED HEREBY REFERS TO THE ATTACHED MAP AS THE EXHIBIT TO THIS INSTRUMENT, AND TO THE RECORDS OF THE CITY OF MAYO, MISSOURI, FOR THE RECORDS OF THE CITY OF MAYO, MISSOURI, AS THE EXHIBIT TO THIS INSTRUMENT.

**DECLARATION:**  
 I, the undersigned, being of legal age and of sound mind, do hereby declare that I am the owner of the property herein described, and that I am executing this instrument of my own free will and without any duress, fraud, or coercion, and that I am not under any legal disability, and that I am not a minor, and that I am not a married woman, and that I am not a person who is otherwise disqualified from executing this instrument.

**WITNESSES:**  
 I, the undersigned, do hereby declare that I am the owner of the property herein described, and that I am executing this instrument of my own free will and without any duress, fraud, or coercion, and that I am not under any legal disability, and that I am not a minor, and that I am not a married woman, and that I am not a person who is otherwise disqualified from executing this instrument.

**NOTARY PUBLIC:**  
 I, the undersigned, do hereby declare that I am the owner of the property herein described, and that I am executing this instrument of my own free will and without any duress, fraud, or coercion, and that I am not under any legal disability, and that I am not a minor, and that I am not a married woman, and that I am not a person who is otherwise disqualified from executing this instrument.

**IN WITNESS WHEREOF:**  
 I, the undersigned, do hereby declare that I am the owner of the property herein described, and that I am executing this instrument of my own free will and without any duress, fraud, or coercion, and that I am not under any legal disability, and that I am not a minor, and that I am not a married woman, and that I am not a person who is otherwise disqualified from executing this instrument.

**APPROVED:**  
 JACKSON COUNTY:  
 CIVILIAN

**APPROVED:**  
 MAYO AND CITY COUNCIL ORIGINATOR:  
 CIVILIAN

**APPROVED:**  
 PLANNING & DEVELOPMENT DEPARTMENT:  
 CIVILIAN

**APPROVED:**  
 PLANNING COMMISSION:  
 CIVILIAN

**APPROVED:**  
 CITY ENGINEER:  
 CIVILIAN

MOOREHEAD 2013

**PROPERTY DESCRIPTION:**  
 ALL OF LOTS 1 THRU 44 AND TRACTS "A" - "J" THRU "C" - "I" IN SAVANNAH HILLS, JACKSON COUNTY, MISSOURI.

**SURVEYOR'S NOTES:**  
 1. THE SURVEY WAS MADE BY THE SURVEYOR ON THE DATE SHOWN ON THE MAP.  
 2. THE SURVEY WAS MADE IN ACCORDANCE WITH THE MISSOURI SURVEYING ACTS.  
 3. THE SURVEY WAS MADE BY THE SURVEYOR ON THE DATE SHOWN ON THE MAP.  
 4. THE SURVEY WAS MADE IN ACCORDANCE WITH THE MISSOURI SURVEYING ACTS.

**NOTARY PUBLIC:**  
 I, the undersigned, do hereby declare that I am the owner of the property herein described, and that I am executing this instrument of my own free will and without any duress, fraud, or coercion, and that I am not under any legal disability, and that I am not a minor, and that I am not a married woman, and that I am not a person who is otherwise disqualified from executing this instrument.

**IN WITNESS WHEREOF:**  
 I, the undersigned, do hereby declare that I am the owner of the property herein described, and that I am executing this instrument of my own free will and without any duress, fraud, or coercion, and that I am not under any legal disability, and that I am not a minor, and that I am not a married woman, and that I am not a person who is otherwise disqualified from executing this instrument.

**APPROVED:**  
 JACKSON COUNTY:  
 CIVILIAN

**APPROVED:**  
 MAYO AND CITY COUNCIL ORIGINATOR:  
 CIVILIAN

**APPROVED:**  
 PLANNING & DEVELOPMENT DEPARTMENT:  
 CIVILIAN

**APPROVED:**  
 PLANNING COMMISSION:  
 CIVILIAN

**APPROVED:**  
 CITY ENGINEER:  
 CIVILIAN

**Archer**  
 E.T. ARCHER CORPORATION (MULLA)  
 TOTAL PRODUCE MINNESAPOLIS  
 1100000470  
 1 of 3

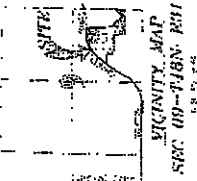
PLAT NO. 001346

FINAL PLAT OF

# THE TRAILS OF PARK RIDGE - 1ST PLAT

## BLOCKS 1 THRU 7 & TRACTS "A-1" THRU "C-1"

A REPLAT OF LOTS 1 THRU 44 AND TRACTS "A-1" THRU "C-1"  
SAVANNA WOODS - 1ST PLAT  
LEE'S SUMMIT, JACKSON COUNTY, MISSOURI



### LEGEND

- ILLUSTRATION OF THE SITE
- EXISTING IMPROVEMENTS
- PROPOSED IMPROVEMENTS
- UNIMPROVED LOTS
- UNIMPROVED TRACTS
- UNIMPROVED CORNERS

### NOTE

THE EXISTING IMPROVEMENTS SHOWN ON THIS MAP ARE THE PROPERTY OF THE CITY OF LEE'S SUMMIT.

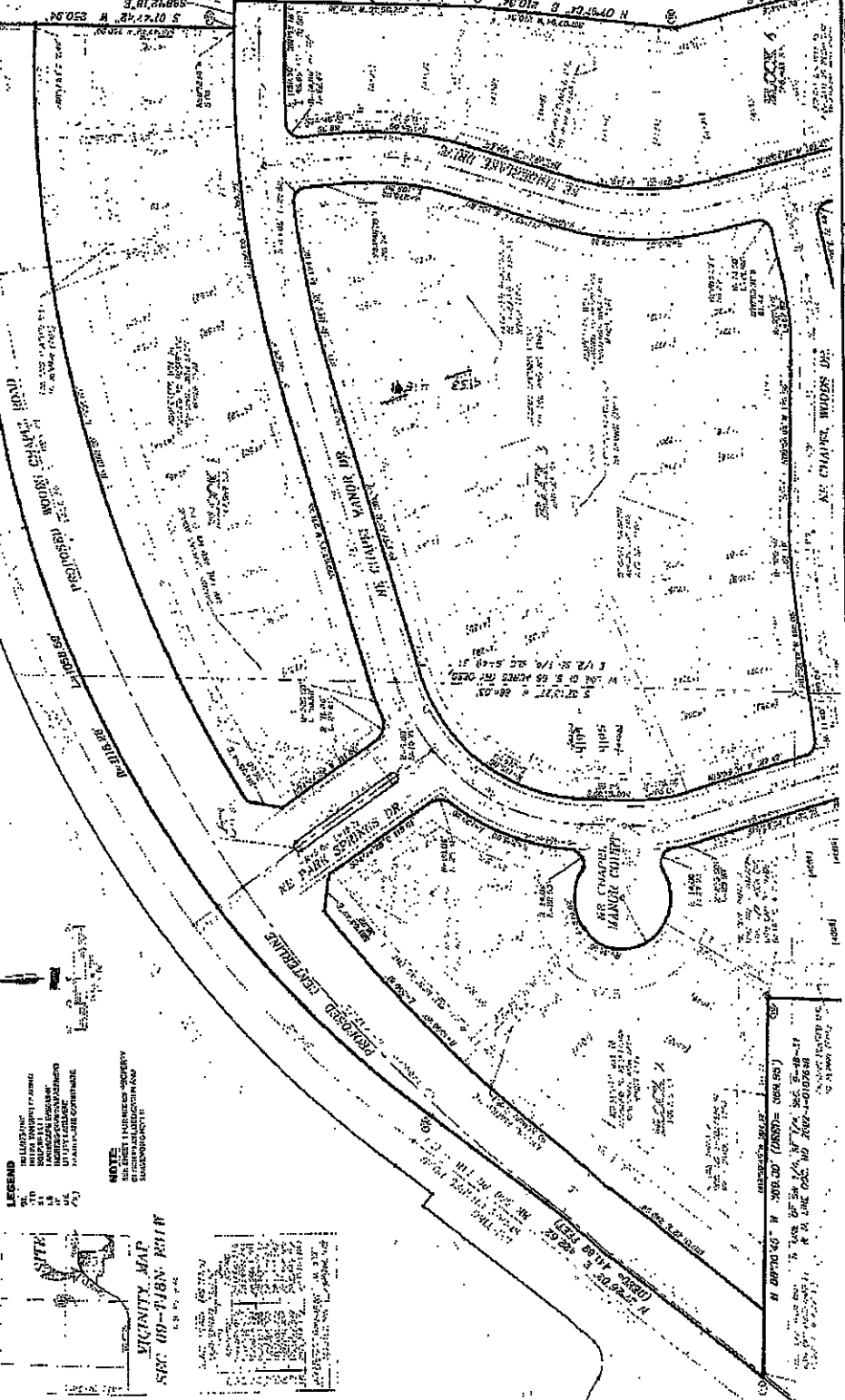
NW COR SE 1/4  
SEC. 9-48-31  
S. 1/4 SEC. 9-48-31  
E. 1/2 SEC. 9-48-31

NW COR OF THE NE 1/4,  
SE 1/4 SEC. 9-48-31  
S. 1/4 SEC. 9-48-31  
E. 1/2 SEC. 9-48-31

NW COR SE 1/4  
SEC. 9-48-31  
S. 1/4 SEC. 9-48-31  
E. 1/2 SEC. 9-48-31

NE COR SE 1/4  
SEC. 9-48-31  
S. 1/4 SEC. 9-48-31  
E. 1/2 SEC. 9-48-31

OP. B. IMPROVEMENTS E. 207.45' 300



### CITY OF LEE'S SUMMIT:

**MAYOR AND CITY CLERK CERTIFICATION:**  
I, the Mayor, do hereby certify that the above plat is a true and correct copy of the original as filed in my office, and that the same has been duly recorded in the public records of this city.

**APPROVED, SURVEYORS / ENGINEERING**  
[Signature] 12/20/07

**APPROVED, PLANNING & DEVELOPMENT DEPARTMENT**  
[Signature] 12/20/07

**APPROVED, PLANNING COMMISSION**  
[Signature] 12/20/07

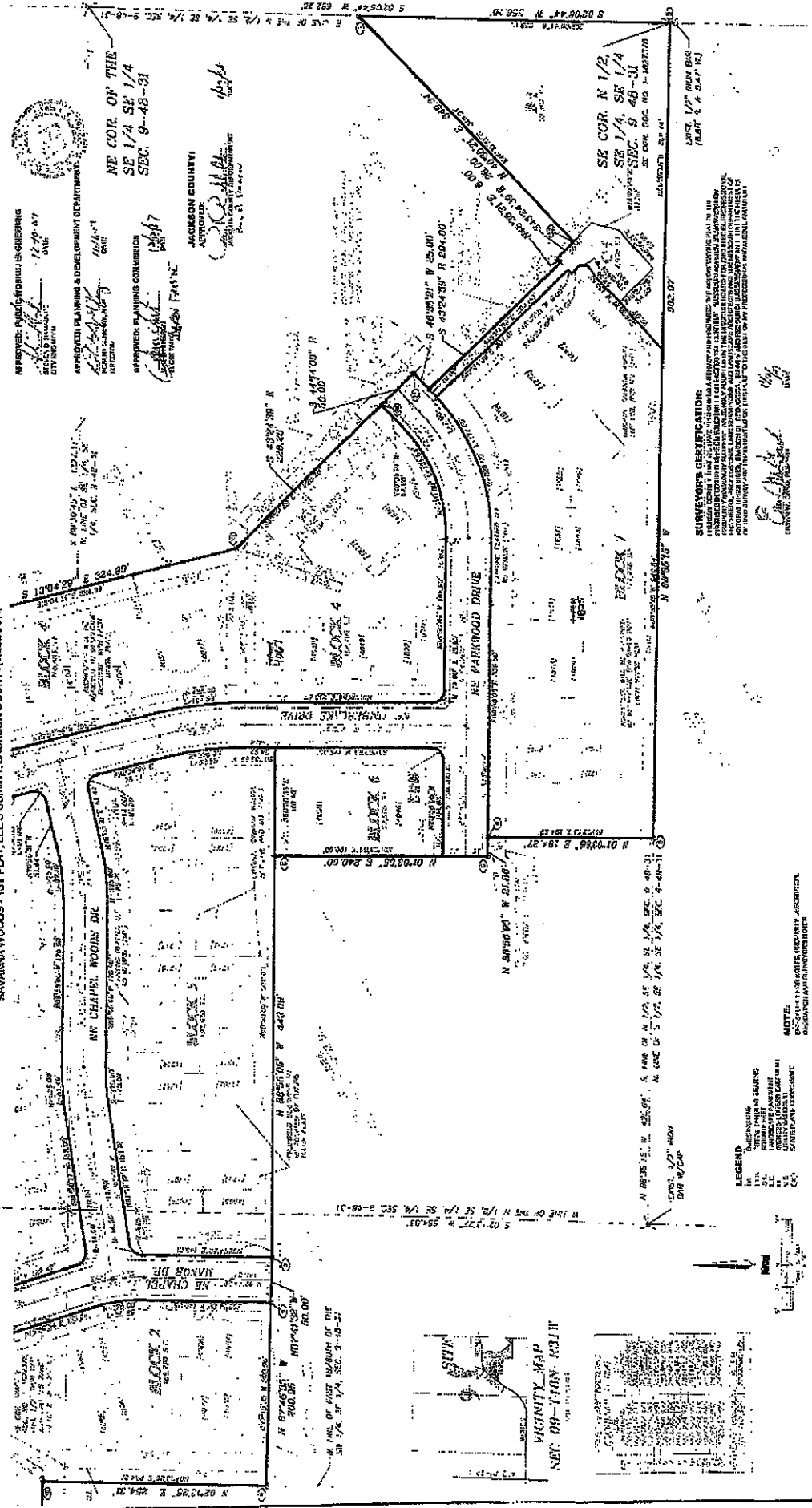
**JACKSON COUNTY:**  
[Signature] 12/20/07

**SURVEYOR'S CERTIFICATION:**  
I, the undersigned, do hereby certify that the above plat is a true and correct copy of the original as filed in my office, and that the same has been duly recorded in the public records of this county.

<p><b>THE TRAILS OF PARK RIDGE - 1ST PLAT</b> L. S. ARCHER CORPORATION, D.D.A. 1115 S. BENTLEY, JACKSON COUNTY, MISSOURI TRAILS OF PARK RIDGE, LLC 1115 S. BENTLEY, JACKSON COUNTY, MISSOURI</p>	<p>PLAT NO. 001346</p> <p>SECTION 9-48-31</p> <p>TRACTS "A-1" THRU "C-1"</p>
<p><b>Archer</b> Title, Profit Management</p>	<p>DATE OF PLAT: 12/20/07</p> <p>DATE OF RECORDING: 12/20/07</p>

# FINAL PLAT OF THE TRAILS OF PARK RIDGE - 1ST PLAT

BLOCKS 1 THRU 7 & TRACTS "A-1" THRU "C-1"  
A REPART OF LOTS 1 THRU 44 AND TRACTS "A-1" THRU "C-1"  
SAVANNA WOODS - 1ST PLAT, LEE'S SUMMIT, JACKSON COUNTY, MISSOURI



**APPROVED:** *[Signature]* 12-29-17  
DIRECTOR

**APPROVED:** *[Signature]* 12-29-17  
PLANNING & DEVELOPMENT DEPARTMENT

**APPROVED:** *[Signature]* 12-29-17  
PLANNING COMMISSION

**JACKSON COUNTY:**  
ATTORNEY: *[Signature]*  
COUNTY CLERK: *[Signature]*

**FINAL PLAT OF**  
**THE TRAILS OF PARK RIDGE - 1ST PLAT**  
BLOCKS 1 THRU 7 & TRACTS "A-1" THRU "C-1"  
SAVANNA WOODS - 1ST PLAT, JACKSON COUNTY, MISSOURI

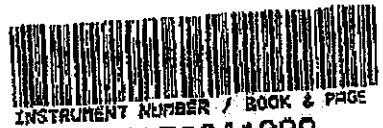
**TRAILS OF PARK RIDGE, LLC**  
Savanna Woods, LLC  
LAW OFFICE: JACKSON COUNTY, MISSOURI

**LEGEND**

- 1.00' = 1.00'
- 1.10' = 1.10'
- 1.20' = 1.20'
- 1.30' = 1.30'
- 1.40' = 1.40'
- 1.50' = 1.50'
- 1.60' = 1.60'
- 1.70' = 1.70'
- 1.80' = 1.80'
- 1.90' = 1.90'
- 2.00' = 2.00'

**NEARBY MAP**  
SEC. 09 - T40N - R31W

RECORDER'S CERTIFICATION  
JACKSON COUNTY, MISSOURI  
05/22/2014 03:07:59 PM  
INSTRUMENT TYPE PLAT FEE \$166 00 12 PGS  
NON-STANDARD FEE \$0 00



INSTRUMENT NUMBER / BOOK & PAGE  
2014E0041089  
Book 150 Page 17-25

Robert T. Kelly, Director, Recorder of Deeds

**Jackson County  
Recorder of Deeds  
Exempt Document**

This document has been recorded under exempt status  
pursuant to RSMo 59.310.4.  
This certificate has been added to your document  
in compliance with the laws of the  
State of Missouri.



**Robert T. Kelly, Recorder of Deeds**  
415 E. 12<sup>th</sup> Street, Room 104      112 W. Lexington, Suite 30  
Kansas City, MO 64106      Independence, MO 64050

This page has been recorded as a permanent part of your document. Please do not remove.



Division of Finance Collection Department

Jackson County Courthouse

415 East 12<sup>th</sup> St (First Floor)  
Kansas City, MO 64106

Taxpayer Services (816) 881-3232

Business Taxes (816) 881-3186

TAX CERTIFICATE FOR PLAT

INSTRUCTIONS TO TAX PAYER

1. Have Part I of this Tax Certificate completed by the GIS Department
2. Take to Taxpayer Services at either the Kansas City or Independence Courthouse. They will complete Parts II and III
3. You cannot record your plat until these steps are completed

PART I: TO BE COMPLETED BY GIS DEPARTMENT (Use one form for each parcel number )

Legal Description: (RTS or Sub) \_\_\_\_\_

Current County Parcel/ID #: 43-1040-08-01-01

Years: 43 '12 '11

By: Audra Kelley

Date: 5/21/14

PART II: TO BE COMPLETED BY COLLECTION DEPARTMENT

(Return to GIS Department if unable to follow payment history back three years Attach document if paid Attach bill if taxes due )

YEAR	AMOUNT DUE	DATE PAID	VERIFIED BY
11		12/31/11	DL
12		12/31/12	DL
13		10/1/13	DL

PART III: TO BE COMPLETED BY AUTHORIZED COLLECTION DEPARTMENT SUPERVISOR

(This is to certify that, according to the records of the Collection Department, the State, County, and School Taxes for Real Property have been paid in full for \_\_\_\_\_ and all prior years for the above described property )

Date: 5/22/14

Supervisor: Danise Reynolds





Division of Finance Collection Department

Jackson County Courthouse

415 East 12<sup>th</sup> St (First Floor)  
Kansas City, MO 64106  
Taxpayer Services (816) 881-3232  
Business Taxes (816) 881-3186

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**INSTRUCTIONS TO TAX PAYER**

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2. Take to Taxpayer Services at either the Kansas City or Independence Courthouse They will complete Parts II and III
3. You cannot record your plat until these steps are completed

**PART I: TO BE COMPLETED BY GIS DEPARTMENT (Use one form for each parcel number)**

Legal Description: (RTS or Sub) \_\_\_\_\_

Current County Parcel/ID #: 43-640-08-19-01

Years: '13 '12 '11

By: Andrea Kelley

Date: 5/21/14

**PART II: TO BE COMPLETED BY COLLECTION DEPARTMENT**

(Return to GIS Department if unable to follow payment history back three years Attach document if paid Attach bill if taxes due)

YEAR	AMOUNT DUE	DATE PAID	VERIFIED BY
11		12/31/11	JR
12		12/31/12	JR
13		12/31/13	JR

**PART III: TO BE COMPLETED BY AUTHORIZED COLLECTION DEPARTMENT SUPERVISOR**

(This is to certify that, according to the records of the Collection Department, the State, County, and School Taxes for Real Property have been paid in full for \_\_\_\_\_ and all prior years for the above described property)

Date: 5/22/14

Supervisor: Dennis Reynolds



**Division of Finance Collection Department**

Jackson County Courthouse

415 East 12<sup>th</sup> St (First Floor)

Kansas City, MO 64106

Taxpayer Services (816) 881-3232

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**TAX CERTIFICATE FOR PLAT**

**INSTRUCTIONS TO TAX PAYER**

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2. Take to Taxpayer Services at either the Kansas City or Independence Courthouse They will complete Parts II and III
3. You cannot record your plat until these steps are completed

**PART I: TO BE COMPLETED BY GIS DEPARTMENT (Use one form for each parcel number )**

Legal Description. (RTS or Sub) \_\_\_\_\_

Current County Parcel/ID #: 43-640-08-34

Years: 13 '12 '11

By: Ardena Kelley

Date: 5/21/14

**PART II: TO BE COMPLETED BY COLLECTION DEPARTMENT**

(Return to GIS Department if unable to follow payment history back three years Attach document if paid Attach bill if taxes due )

YEAR	AMOUNT DUE	DATE PAID	VERIFIED BY
11		12/31/11	<i>[Signature]</i>
12		12/31/12	<i>[Signature]</i>
13		12/4/13	<i>[Signature]</i>

**PART III: TO BE COMPLETED BY AUTHORIZED COLLECTION DEPARTMENT SUPERVISOR**

(This is to certify that, according to the records of the Collection Department, the State, County, and School Taxes for Real Property have been paid in full for \_\_\_\_\_ and all prior years for the above described property )

Date: 5/22/14

Supervisor: *[Signature]*



**Division of Finance Collection Department**

Jackson County Courthouse

415 East 12<sup>th</sup> St (First Floor)

Kansas City, MO 64106

Taxpayer Services (816) 881-3232

Business Taxes (816) 881-3186

**TAX CERTIFICATE FOR PLAT**

**INSTRUCTIONS TO TAX PAYER**

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2. Take to Taxpayer Services at either the Kansas City or Independence Courthouse They will complete Parts II and III
3. You cannot record your plat until these steps are completed

**PART I: TO BE COMPLETED BY GIS DEPARTMENT (Use one form for each parcel number)**

Legal Description: (RTS or Sub) \_\_\_\_\_

Current County Parcel/ID #: 43-640-11-11

Years: '13 '12 '11

By: Andrea Kelley

Date: 5/21/14

**PART II: TO BE COMPLETED BY COLLECTION DEPARTMENT**

(Return to GIS Department if unable to follow payment history back three years Attach document if paid Attach bill if taxes due )

YEAR	AMOUNT DUE	DATE PAID	VERIFIED BY
11		12/31/11	<i>[Signature]</i>
12		12/31/12	<i>[Signature]</i>
13		12/4/13	<i>[Signature]</i>

**PART III: TO BE COMPLETED BY AUTHORIZED COLLECTION DEPARTMENT SUPERVISOR**

(This is to certify that, according to the records of the Collection Department, the State, County, and School Taxes for Real Property have been paid in full for \_\_\_\_\_ and all prior years for the above described property )

Date: 5/22/14

Supervisor: Leoise Reynolds



Division of Finance Collection Department

Jackson County Courthouse

415 East 12<sup>th</sup> St (First Floor)

Kansas City, MO 64106

Taxpayer Services (816) 881-3232

Business Taxes (816) 881-3186

TAX CERTIFICATE FOR PLAT

INSTRUCTIONS TO TAX PAYER

- 1. Have Part I of this Tax Certificate completed by the GIS Department
2. Take to Taxpayer Services at either the Kansas City or Independence Courthouse They will complete Parts II and III
3. You cannot record your plat until these steps are completed

PART I: TO BE COMPLETED BY GIS DEPARTMENT (Use one form for each parcel number )

Legal Description: (RTS or Sub) \_\_\_\_\_

Current County Parcel/ID #: 43-640-11-12

Years: '13 '12 '11

By: Andrea Kelley

Date: 5/21/14

PART II: TO BE COMPLETED BY COLLECTION DEPARTMENT

(Return to GIS Department if unable to follow payment history back three years Attach document if paid Attach bill if taxes due )

Table with 4 columns: YEAR, AMOUNT DUE, DATE PAID, VERIFIED BY. Rows for years 11, 12, 13 with handwritten dates and initials.

PART III: TO BE COMPLETED BY AUTHORIZED COLLECTION DEPARTMENT SUPERVISOR

(This is to certify that, according to the records of the Collection Department, the State, County, and School Taxes for Real Property have been paid in full for \_\_\_\_\_ and all prior years for the above described property )

Date: 5/21/14

Supervisor: Denise Reynolds



**Division of Finance Collection Department**

Jackson County Courthouse

415 East 12<sup>th</sup> St (First Floor)  
 Kansas City, MO 64106  
 Taxpayer Services (816) 881-3232  
 Business Taxes (816) 881-3186

**TAX CERTIFICATE FOR PLAT**

**INSTRUCTIONS TO TAX PAYER**

1. Have Part I of this Tax Certificate completed by the GIS Department
2. Take to Taxpayer Services at either the Kansas City or Independence Courthouse They will complete Parts II and III
3. You cannot record your plat until these steps are completed

**PART I: TO BE COMPLETED BY GIS DEPARTMENT** (Use one form for each parcel number )

Legal Description: (RTS or Sub) \_\_\_\_\_

Current County Parcel/ID #: 43-640-12-47-01      Years: '13 '12 '11  
 By: Audra Kelley      Date: 5/21/14

**PART II: TO BE COMPLETED BY COLLECTION DEPARTMENT**

(Return to GIS Department if unable to follow payment history back three years Attach document if paid Attach bill if taxes due )

YEAR	AMOUNT DUE	DATE PAID	VERIFIED BY
11		12/31/11	[Signature]
12		12/31/12	[Signature]
13		12/4/13	[Signature]

**PART III: TO BE COMPLETED BY AUTHORIZED COLLECTION DEPARTMENT SUPERVISOR**

(This is to certify that, according to the records of the Collection Department, the State, County, and School Taxes for Real Property have been paid in full for \_\_\_\_\_ and all prior years for the above described property )

Date: 5/21/14      Supervisor: Dennis Reynolds

WILLIAM H. HARRIS, JR.  
PLATTEE  
BY: [Signature]  
WILLIAM H. HARRIS, JR.  
PLATTEE  
BY: [Signature]

**PROPOSED DESCRIPTION:**

THE PLATTEE HAS THE HONOR TO STATE THAT HE HAS A CERTAIN AREA OF LAND IN THE CITY OF JACKSON, MISSISSIPPI, WHICH HE WISHES TO PLAT AND DESCRIBE AS FOLLOWS:

THE PLATTEE HAS THE HONOR TO STATE THAT HE HAS A CERTAIN AREA OF LAND IN THE CITY OF JACKSON, MISSISSIPPI, WHICH HE WISHES TO PLAT AND DESCRIBE AS FOLLOWS:

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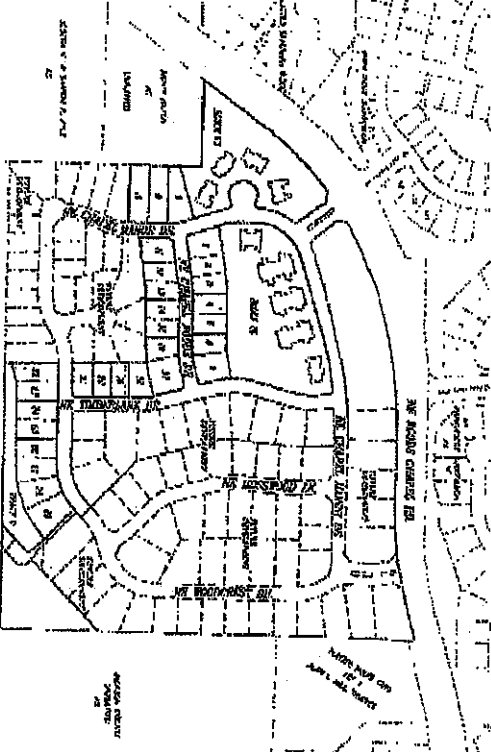
THE PLATTEE HAS THE HONOR TO STATE THAT HE HAS A CERTAIN AREA OF LAND IN THE CITY OF JACKSON, MISSISSIPPI, WHICH HE WISHES TO PLAT AND DESCRIBE AS FOLLOWS:

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THE PLATTEE HAS THE HONOR TO STATE THAT HE HAS A CERTAIN AREA OF LAND IN THE CITY OF JACKSON, MISSISSIPPI, WHICH HE WISHES TO PLAT AND DESCRIBE AS FOLLOWS:

**FINAL PLAT OF  
THE TRAILS OF PARK RIDGE  
BLOCKS 2D & 3D, LOTS 1 THRU 29 AND TRACT D  
A SUBDIVISION IN THE SE 1/4 OF SECTION 8, T.45N, R.21W  
LEES SUMMIT, JACKSON COUNTY, MISSOURI**

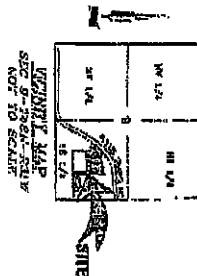
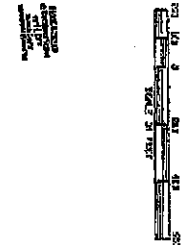


THE PLATTEE HAS THE HONOR TO STATE THAT HE HAS A CERTAIN AREA OF LAND IN THE CITY OF JACKSON, MISSISSIPPI, WHICH HE WISHES TO PLAT AND DESCRIBE AS FOLLOWS:

[Signature]

WILLIAM H. HARRIS, JR.  
PLATTEE  
BY: [Signature]

[Signature]



**CITY OF LEES SUMMIT**

APPROVED AND CONSENTED TO THE CITY OF LEES SUMMIT, MISSOURI, THIS 15th DAY OF APRIL, 1985.

APPROVED AND CONSENTED TO THE CITY OF LEES SUMMIT, MISSOURI, THIS 15th DAY OF APRIL, 1985.

APPROVED AND CONSENTED TO THE CITY OF LEES SUMMIT, MISSOURI, THIS 15th DAY OF APRIL, 1985.

STATE OF MISSOURI  
COUNTY OF JACKSON  
I, CLERK OF THE COURT, DO HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND CORRECT COPY OF THE ORIGINAL AS FILED IN MY OFFICE ON APRIL 15, 1985.

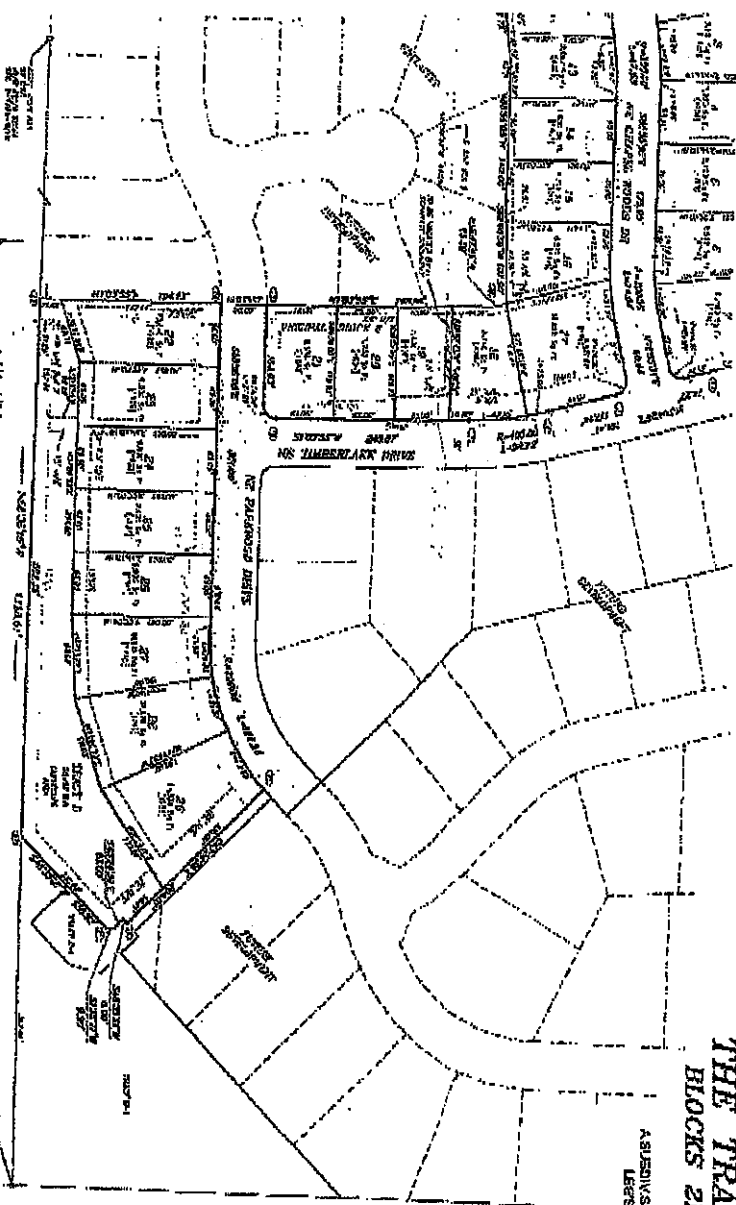


FINAL PLAT  
THE TRAILS OF PARK RIDGE  
BLOCKS 2D & 3D, LOTS 1 THRU 29 AND TRACT D  
LEES SUMMIT, JACKSON COUNTY, MISSOURI  
WILLIAMS OF PARK RIDGE, LLC  
3170 N. CANTONWAY DR. SUITE 400  
LEES SUMMIT, MO. 64064





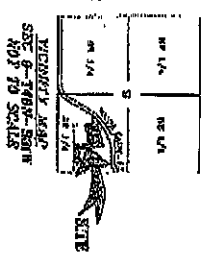
2D14E0041069



LOT	AREA (SQ. FT.)	AREA (SQ. YD.)	AREA (AC.)
1	10,000	230	0.23
2	10,000	230	0.23
3	10,000	230	0.23
4	10,000	230	0.23
5	10,000	230	0.23
6	10,000	230	0.23
7	10,000	230	0.23
8	10,000	230	0.23
9	10,000	230	0.23
10	10,000	230	0.23
11	10,000	230	0.23
12	10,000	230	0.23
13	10,000	230	0.23
14	10,000	230	0.23
15	10,000	230	0.23
16	10,000	230	0.23
17	10,000	230	0.23
18	10,000	230	0.23
19	10,000	230	0.23
20	10,000	230	0.23
21	10,000	230	0.23
22	10,000	230	0.23
23	10,000	230	0.23
24	10,000	230	0.23
25	10,000	230	0.23
26	10,000	230	0.23
27	10,000	230	0.23
28	10,000	230	0.23
29	10,000	230	0.23
30	10,000	230	0.23

**FINAL PLAN OF  
THE TRAILS OF PARK RIDGE  
BLOCKS 2D & 3D, LOTS 1 THRU 29  
AND TRACT D**

AS SUBDIVISION IN THE 22 ND OF SECTION 8, T48N, R23W  
LEAS SURVINT, JACKSON COUNTY, MISSOURI



CITY OF LEAS SURVINT  
MAYOR/PLANNING DIRECTOR/SEAL

APPROVED PLANNING DIRECTOR  
[Signature]

APPROVED PLANNING DIRECTOR  
[Signature]

APPROVED PLANNING DIRECTOR  
[Signature]

APPROVED PLANNING DIRECTOR  
[Signature]

APPROVED PLANNING DIRECTOR  
[Signature]

APPROVED PLANNING DIRECTOR  
[Signature]

APPROVED PLANNING DIRECTOR  
[Signature]

APPROVED PLANNING DIRECTOR  
[Signature]

**PLANNING COMMISSION**  
[Seal and Signature]

FINAL PLAN  
THE TRAILS OF PARK RIDGE  
BLOCKS 2D & 3D, LOTS 1-29 AND TRACT D  
LEAS SURVINT, JACKSON COUNTY, MISSOURI  
TRAILS OF PARK RIDGE, LLC  
3170 N.C. CARPENTERS DR, SUITE 400  
LEAS SURVINT, MO. 64064

**HDR**  
HDR ENGINEERING, INC.  
200 W. WASHINGTON ST.  
ST. LOUIS, MO. 63102  
616-717-1777

DATE	3/28/23
SCALE	AS SHOWN
PROJECT	THE TRAILS OF PARK RIDGE
CLIENT	TRAILS OF PARK RIDGE, LLC
DRAWN BY	[Name]
CHECKED BY	[Name]
DATE	3/28/23



## EXHIBIT C

# **PARK RIDGE *TRANQUILITY* DESIGN AND CONSTRUCTION GUIDELINES**

**It is the Owner's and/or Builder's responsibility to assure that all building and design Plans, for any structure located within Trails of Park Ridge, are approved by the ARB and the City prior to commencing construction; provided that the ARB shall have final approval of all Plans. Such ARB approval process shall be in accordance with Article 8 of the Declarations.**

In addition to the Design Guidelines stated herein, prior to the approval of any Plans the ARB expressly reserves the right to make any additional requirements related to the exterior elevation of each Tranquility Unit in the Trails of Park Ridge, which in the ARB's sole discretion, are deemed necessary. *Capitalized terms used, but not defined, in this Design Guideline, shall have the meaning set forth in the Declaration.*

Subject to the Declarations, and pursuant to the foregoing, the following Design Guidelines shall be applicable to all Tranquility Units:

**Landscaping.** Each Tranquility Unit Lot shall include at least \$1,500.00-\$1,750.00 in landscaping material (not including sod and grading) in the front yard and side yards with at least two (2) shade trees at least 2 inches or over in caliper.

**Sod.** Sod will be required on the entire Tranquility Unit Lot. Waivers will be considered in accordance with Article 8 of the Declarations.

**Irrigation.** Underground automatic irrigation systems serving the entire Lot are required to be installed on each Tranquility Unit Lot and must be in operation at the close of construction. Cost of operation and maintenance of the irrigation system shall be at homeowner's expense.

**Residence Design.** The design of each Tranquility Unit shall be subject to the approval of the ARB. Colors, materials, finishes and building forms shall be in conformity with the requirements hereof and integrated with the particular landscape and with neighboring properties, particularly with regard to drainage and views. Exterior decks and porches shall be painted or stained to match the exterior color of the Tranquility Unit or as otherwise approved by the ARB.

**Exterior Materials and Colors.** Tranquility Units shall be faced on all sides with quality materials, which shall be subject to the ARB's approval. The exterior of all Tranquility Units shall have at least 30% brick, stone, stucco or stone veneer. No synthetic brick may be used. All Tranquility Units are to be painted with earth tone colored paint on the exterior walls. All exterior colors must receive ARB approval. Tranquility Unit roofs shall be concrete tile or GAF Timberline Ultra having at least a fifty (50) year warranty, weatherwood color only.

**Decks.** Any Plans for decks, either attached to a Tranquility Unit or as a separate free-standing structure, shall be approved by the ARB and the City prior to construction.

**Garages.** Each Tranquility Unit must have an attached, fully enclosed side or front entry garage for not less than two and not more than four vehicles. Garages shall have the same architectural treatment and be constructed of the same materials as the Tranquility Unit.

**Construction, Location, and Size Guidelines.** Once commenced, construction of the Tranquility Unit will be diligently pursued to completion and may not be left in an unfinished condition for more than 30 days without written approval from the ARB. Minimum square footage guidelines for Tranquility Units in the designated areas shall be as follows:

- a. One (1) story or ranch Tranquility Units shall have at least 1,500 square feet with a minimum two (2) car garage;
- b. Reverse story-and-a-half (1 ½) Tranquility Units shall have a minimum of 1300 square feet on the first floor, a minimum total of 1800 square feet and a minimum two (2) car garage; and
- c. No split, multi-level or raised ranch Tranquility Units shall be allowed;

In calculating the foregoing minimum square footage requirements, unfinished basements, finished basements, porches, decks and garages shall not be considered. All Tranquility Units and associated improvements shall be arranged on each Tranquility Unit Lot in accordance with ARB and City approved Plans, and shall further be in full compliance with any setback lines, side yard lines or restrictions shown on the applicable Plat. All residences shall be subject to a minimum side yard set-back of at least five (5) feet and a twenty (20) foot front yard set-back.

**Swimming Pool and Other Amenities:** Any swimming pool, including the swimming pool areas and equipment associated therewith, including lighting (collectively, the "Swimming Pool"), regardless of whether the Swimming Pool is located within the Common Area or within the boundaries of an individual Lot, shall require the approval of the ARB prior to any facet of the Swimming Pool's construction. No above ground or above grade Swimming Pools shall be allowed on any Lot.

**Fencing.** Fencing on any Tranquility Unit Lot will be allowed around the perimeter of the Tranquility Unit's deck or patio pursuant to ARB approval.

**Authorized Builders.** Prior to the Turnover Date, the Developer, while in control of the District and the Board of Directors, reserves the right to approve any Builder intending to construct a Tranquility Unit.

**Outbuildings Prohibited.** Outbuildings are not allowed on any Tranquility Unit Lot.

**Recreational or Play Structures.** Recreational or play structures are not allowed on any Tranquility Unit Lot.

**Basketball Goals.** Basketball goals are not allowed on any Tranquility Unit Lot.

**Tennis Courts.** Tennis courts are not allowed on any Tranquility Unit Lot.

**Exterior Lighting.** Exterior lighting on any Tranquility Unit Lot shall consist of a type and style that provides for zero lumens at the Lot's border; provided however during commonly recognized holiday seasons, Owners may exhibit applicable seasonal low light level decorative fixtures mounted on or near the house that do not unreasonably illuminate neighboring property.

**Heat Pumps.** All Tranquility Unit homes are required to have a heat pump (dual fuel) with each heating and cooling unit.

