

Recorded in Platte County, Missouri

Recording Date/Time: 10/07/2021 at 12:31:25 PM

Instr Number: 2021019168

Book: 1366 Page: 430

Type: DE DEC

Pages: 21

Fee: \$84.00 S



Grantor: CUB DEVELOPMENT LLC

Grantee: N/A

KC



Gloria Boyer,  
Recorder of Deeds

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(ABOVE SPACE RESERVED FOR RECORDER OF DEEDS' USE)

Declaration of Covenants, Conditions, Restrictions, and Easements of Orchard Hill, 2021  
CUB Development LLC  
24692 Highway 92  
Suite A  
Platte City, Missouri 64079  
See EXHIBIT A attached

Document Title: *Declaration of Covenants, Conditions, Restrictions, and Easements of Orchard Hill, 2021*

Document Date: March 2021

Grantor Name: CUB Development, LLC

Grantee Name: N/A

Statutory Address: P.O. Box 586 Weston, Missouri 64098

Legal Description: See Exhibit A

Reference Book and Page: Document 2021007388, in Book 22, Page 249

This Declaration of Covenants, Conditions, Restrictions, and Easements of Orchard Hill (this "Declaration") is made as executed as of March 2021 by CUB Development LLC, a Missouri Limited Liability Company ("Developer") with a notice and mailing address at 24692 Highway 92, Suite A, Platte City, Missouri 64079.

#### RECITALS

1. The Developer owns the real property located in the City of Weston, Platte County, Missouri (the "City"), described as set forth in EXHIBIT A attached hereto (the "Property"), which it intends to develop into a residential subdivision known as "Orchard Hill".



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RECITALS

1. The Developer owns the real property located in the City of Weston, Platte County, Missouri (the "City"), described as set forth in EXHIBIT A attached hereto (the "Property"), which it intends to develop into a residential subdivision known as "Orchard Hill".



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2. On July 26, 2020, the major subdivision plat entitled “Orchard Hill – Final Plat”, covering the property and platting the same into the Lots, Tracts, and Common Areas, if any, shown thereon (sometimes herein also referred to as the “First Plat Property”), was approved by the City of Weston Planning and Zoning Commission and was recorded on April 15, 2021, as document number 2021007388, in Book 22, Page 249, in the Office of the Recorder of Deeds for Platte County, Missouri, at Platte City. The platted legal description of the Final Plat Property is also shown on EXHIBIT A attached hereto.
3. The Developer desired to develop the Property into a quality residential neighborhood possessing features of more than ordinary value and to preserve the quality of the neighborhood.
4. In order to create and preserve such a neighborhood, the Developer desires to subject the Property to those certain covenants, restrictions and easements set forth herein.

DECLARATION

In consideration of the foregoing and the promises and benefits set forth herein, and to provide the means and procedures to achieve them, the Developer hereby declares that the Property, including all lots, tracts, streets, and other areas that have been, or shall be, created upon platting of the Property, and all unplatted land therein, shall hereafter be held, sold, and conveyed subject to the following covenants, conditions, restrictions, and easements which shall run with the land and be binding upon, and inure to the benefit of the Developer and its successors, transferees, and assigns of the Developer’s transferees, and all other persons and entities who or which own or have, at any time, any right, title, or interest in all, or any part of, the Property including all Owners of Lots in the Subdivision. Each Owner, by accepting a deed and title to a Lot, acknowledges, agrees to, and accepts the provisions of the Declaration with respect to each such Lot and Residence thereon.

ARTICLE 1  
DEFINITIONS

When used in this Declaration or in any Supplemental Declaration the following words shall have the meanings set forth below. Any capitalized term used herein or in any Supplemental Declaration which is not defined herein or in a Supplemental Declaration shall have the meaning ascribed to it in the Homes Association Declaration.

- 1.1. “Articles” means the Articles of Incorporation of the Association, as amended from time to time.
- 1.2. “Association” means the Orchard Hill Home Owners Association (OHHOA), a Missouri limited liability company and its successors and assigns.



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- 1.3. "Association Documents" means this Declaration, the Homes Association Declaration, the Articles, the Bylaws, all Supplemental Declarations, all amendments to the foregoing and all procedures, rules, regulations, and policies adopted by the Association pursuant to such documents.
- 1.4. "Board of Directors" means the governing body of the Association.
- 1.5. "Building Line" has the meaning set forth in Section 3.5 hereof.
- 1.6. "Class A Membership" means full voting rights in the Association.
- 1.7. "Class B Membership" means Lot owners who do not yet have full voting rights in the Association.
- 1.8. "Bylaws" means the Bylaws adopted by the Association, as amended from time to time.
- 1.9. "City" means the City of Weston, Missouri.
- 1.10. "Common Area" means all:
- a. Private Streets
  - b. Park(s)
  - c. Recreational areas
  - d. Open or green space areas
  - e. Storm sewer drainage or retention facilities and improvements and easements therefor
  - f. Utility easements
  - g. Places which are dedicated to, or set aside or reserved for, the general, non-exclusive use of all Owners or which may, with appropriate consent, be used by all Owners or reserved for the Association's use
  - h. Property of a similar character owned by the Association or brought within the jurisdiction of this Declaration by Supplemental Declarations together with any amenities or improvements therein including, without limitation, any Subdivision entrance or identification signs or monumentation, street islands, sprinkler systems, and landscaping
- 1.11. "Declaration" means this Declaration of Covenants, Conditions, Restrictions, and Easements of Orchard Hill, as amended or supplemented from time to time.
- 1.12. "Developer" means CUB Development LLC, a Missouri corporation, and its successors and assigns. If the Developer assigns less than all of its rights, obligations, and interest to one or more Successor Developers, the term "Developer" shall thereafter refer to both the Developer and all the Successor Developers unless otherwise stated.
- 1.13. "Dues" shall be the annual amount paid by the owner of each Lot to the HOA for purposes of maintaining all Common Areas for the benefit of all Members.
- a. "Dues" shall be the amount of \$250.00 annually unless or until amended by the Association.
- 1.14. "Homes Association Declaration" means the Homes Association Declaration of the Association, dated the same date hereof, as amended or supplemented from time to time.
- 1.15. "Improvements" has the meaning as set forth in Section 3.2 hereof.
- 1.16. "Lot" means a plot, parcel or tract of land subject to this Declaration and designated as a "Lot" on any recorded plat subdividing all, or any part of, the Property, together with all



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- appurtenances, and improvements on such Lot, now or in the future existing, including a Residence.
- 1.17. "Member" means a member of the Association.
- 1.18. "Owner" means the owner of record, whether one or more persons or entities, of fee simple title to any Lot, including the Developer. The term shall not include any person or entity having any interest in a Lot merely as security for the performance of an obligation, including a Mortgagee or a trustee under a deed of trust, unless and until such person has acquired fee simple title to the Lot pursuant to foreclosure or other proceedings and the purchase of a contract for deed.
- 1.19. "Plat" means any plat which subdivides any part of the Property or Expansion Property creating Lots, Common Areas, and Streets.
- 1.20. "Private Street" means any Street which has not been dedicated and conveyed to, and accepted by, the City.
- 1.21. "Proposed Construction" has the meaning set forth in Section 3.1 hereof.
- 1.22. "Residence" means a single-family dwelling constructed on any Lot. For purposes hereof, "single family" shall have the same meaning as any applicable ordinances of the City, and, if none, its common meaning.
- 1.23. "Review committee" has the meaning set forth in Section 3.1 hereof.
- 1.24. "Street" means any roadway, street, court, circle, terrace, lane, drive, boulevard, alley, or other right-of-way designed for vehicular traffic which is shown on any recorded plat subdividing all, or any part of, the Property.
- 1.25. "Subdivision" means collectively the Lots, Common Areas, and all other parts of the Property, including any Expansion Property.
- 1.26. "Successor Developer" means any person or entity to whom the Developer assigns or transfers all, or any part of, its rights, obligations, or interests, as developer of the Property, as evidenced by an assignment or deed of record in the Office of the Recorder of Deeds, Platte County, Missouri, at Platte City, designating such person or entity as Successor Developer.
- 1.27. "Supplemental Declaration" means an instrument which amends or modifies this Declaration, as more fully provided for herein.
- 1.28. "Unplatted Land" means any portion of the property which has not been subdivided pursuant to a recorded Plat.
- 1.29. "Turnover Date" means the date on which all Class B Memberships terminate and are converted to Class A Memberships as set forth in Section 8.2 of the Homes Association Declaration.

ARTICLE 2  
PERSONS AND PROPERTY BOUND BY DECLARATION

The benefits and burdens of this Declaration shall run with the land and shall inure to the benefit of and bind the Developer and all persons or entities who hereafter acquire any interest in the Lots or other Property within the Subdivision or who hereafter acquire any



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interest in any Unplatted Land. The Developer and all persons or entities who take any interest in a Lot or other Property within the Subdivision or in any Unplatted Land shall, by taking such interest, be deemed to agree and covenant with all other Owners, the Association and the Developer, and their respective heirs, personal representatives, successors, transferees and assigns, to conform to, and observe, the covenants, conditions, restrictions and easements in this Declaration, all Supplemental Declarations and the other Association Documents for the term hereof.

ARTICLE 3

ARCHITECTURAL CONTROL AND CONSTRUCTION STANDARDS

- 3.1. **Orchard Hill Review Committee.** A Review Committee (the "Review Committee"), consisting of three or more persons, shall be established to exercise the powers granted by this Article 3. At all times while it is a Class B Member of the Association (i.e. prior to the Turnover Date), the Developer shall have the power to appoint all members of the Review Committee, who shall serve until they resign or are removed by the Developer. At all other times (i.e. after the Turnover Date), the Board of Directors shall appoint the members of the Review Committee, who shall serve terms of one (1) year or until their earlier resignation or removal by the Board of Directors. All decisions of the Review Committee shall be made by a majority of its members.
- 3.2. **Architectural Control.** To preserve the harmony of the construction, location, and exterior design and appearance of the Lots and the Residences and other Improvements on the Lots: (a) all Residences, buildings, walls, fences, structures, in ground swimming pools, and other improvements to be constructed or located on any Lot (collectively, "Improvements"), (b) all additions, changes, and alterations to any Improvement which impact its exterior design or appearance and (c) all changes to the topography of any Lot (collectively, "Proposed Construction"), shall be approved, in writing, by the Review Committee before such Proposed Construction is commenced. Except as provided in Section 3.4 hereof, the Review Committee shall not approve any Proposed Construction which does not fully comply with the requirements hereof, including, without limitation, Section 3.5, or where the exterior design or appearance (including exterior color) of the Proposed Construction is not, in the sole discretion of the Review Committee, in harmony with the existing Residences in the Subdivision, the topography, and overall design and appearance of the Subdivision or the Developer's intended design and appearance of the Subdivision or otherwise detracts from the design and appearance of the Subdivision.
- 3.3. **Application for Approval.** The Owner shall apply, in writing, to the Review Committee for approval of all Proposed Construction. The application shall include plans, drawings, specifications, and information (including all construction drawings and site plans) showing (a) the front, rear, and side elevations, (b) location of the Improvement on the Lot, including frontage and front, rear, and side yard setbacks, (c) proposed grading and drainage from the Lot, (d) floor plan with total square footage, (e) height of all



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Improvements, (t) exterior materials, (g) method of construction, (h) exterior color scheme, including samples, manufacturers name, and product numbers, (i) landscaping and (j) all other information reasonably required by the Review Committee. The Review Committee may request additional information from an Owner at any time within thirty (30) days after its last receipt of information from the Owner or its representatives. The Review Committee may establish and publish such other rules and regulations regarding approval of Proposed Construction as the Review Committee determines are reasonable. If the Review Committee does not act upon an Owner's application within sixty (60) days after submission of all information required by the Review Committee, approval of the Proposed Construction as submitted shall be deemed to have been given and the requirements of this Section 3.3 fully satisfied.

- 3.4. **Modification of Requirements: Appeal of Review Committee Decision.** Except as specifically provided herein to the contrary, by unanimous decision, the Review Committee may, for good cause shown, waive any of the requirements set forth herein, including those set forth in Section 3.5 hereof. Any waiver granted shall not be effective and may not be acted upon until eleven (11) days after the date on which the Review committee renders its decision. The Owner submitting an application may appeal any decision of the Review Committee which denies that application for Proposed Construction. An Owner of any Lot may appeal any decision of the Review Committee which waives any of the requirements set forth herein. If the Owner of any Lot appeals a decision of the Review Committee which waives any of the requirements set forth herein, then any Proposed Construction on which such appeal is based shall not be commenced or, if commenced, shall be postponed, pending the outcome of such appeal. All appeals shall be to the full Board of Directors. All appeals to the Board of Directors shall be made in writing and submitted to the Secretary of the Association within ten (10) days after the Review Committee renders the decision which is the subject of the appeal. If the Board of Directors does not act upon an appeal within sixty (60) days of it being timely submitted, the relief requested in the appeal shall be deemed granted. In deciding an appeal, the Board of Directors can take only such actions as the Review Committee was originally empowered to take. All decisions on appeals shall be made by a majority of the Board of Directors, acting in the sole discretion of the members of the Board, and shall be final and not subject to further appeal, including to the Owners, or subject to judicial review. Pending final decision on appeal, the waiver requested shall be held in abeyance and may not be acted upon.
- 3.5. **Construction Standards.** In addition to complying with all ordinances, codes, and restrictions enacted by the City of Weston which are applicable to a Lot, all Residences and other Improvements constructed on any Lot shall conform to the following:
- a. Except for model homes, temporary model homes, or other sales trailers or centers, or as otherwise specifically provided herein, no building other than a Residence may be constructed on any Lot without written approval from the Developer or Association.



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- b. No Residence or other structure shall be erected on any part of a Lot nor shall any Residence be located on any Lot nearer to the front Lot line or the side Lot line than the standard outlined in the city code of Weston, Missouri, or the building set-back shown on the recorded Plat. In the event a property owner, to include any developer, builder, etc., wishes to deviate from said minimum standard that owner shall obtain the approval of both the City of Weston and the Orchard Hill Homeowners Association. Such approvals shall be obtained in two separate variance proceedings.
- The Review Committee shall approve the orientation of the Residence on the Lot and may require the front of Residences located on corner Lots to be forty-five degrees to the front Lot line, at the complete and total discretion of the Review Committee.
- c. The finished floor area of the main structure shall be at least 1,400 square feet for all one-story and split-level Residences; at least 1,200 square feet of finished first floor area and at least 1,800 square feet of total finished floor area for any one and one-half story Residences; and at least 1100 square feet of finished first floor area and a total finished floor area of not less than 2,000 square feet for two-story Residences. The above-required minimum square footages shall be exclusive of porches, attached garages, carports, breezeways, steps, eaves, and similar portions of such Residences. The Developer and/or Review Committee reserves the right to require greater square footages on the approval of any plan or allow smaller footages if the circumstances dictate. No building or structure other than a Residence shall be erected, altered, placed, or permitted to remain on any Lot without the separate approval of the Review Committee. No Residence may exceed two (2) levels in height in front. Each Residence shall have an attached garage for not less than two (2) nor more than three (3) vehicles, unless otherwise granted written approval from the Developer or Association. For any Residence constructed with more than a 2- vehicle garage, the driveway for such Residence must be constructed to taper to a 2-vehicle driveway width as it meets the Street unless otherwise approved in advance by the Review Committee.
- d. All exterior surfaces of any Residence shall be constructed of only brick, stone, masonry (excluding blocks) or stucco, wood (including wood shingles), or such other materials as approved from time to time by the Review Committee. Vinyl siding on any Residence shall not be permitted except with prior Review Committee approval and then only in accordance with such specifications for materials and methods of installation as are established by the Review Committee from time to time. The Review Committee may also approve the use of any combination of the materials listed in this paragraph.
- e. All portions of foundations exposed and protruding more than twelve inches (12") from and above the ground shall be painted the same color as the body of the Residence.





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- f. All Residences shall be constructed using wood, wood clad, vinyl, or aluminum windows or other materials for windows which are approved, from time to time, by the Developer or the Review Committee and may have aluminum or other metal storm windows and screens.
- g. All Residences shall be roofed with a minimum of a 30-year composition roof or such other materials as are approved by the Review Committee.
- h. All wood or other non-brick or non-stone exteriors of any Residence (except roofs), if permitted by the Review Committee, shall be painted or stained with high quality products of a color required by the Review Committee. No Residence shall be permitted to stand with its exterior in unfinished condition for longer than six (6) months.
- i. All sewage disposal shall be by means of subterranean sewer pipe connected to the City or local sewer district sewer system.
- j. All water, gas, electricity, sewer, telephone, cable television, and other utilities or services shall be located and run underground on or to each Lot.
- k. All driveways shall be constructed of asphalt or concrete. No rock or gravel driveways shall be permitted. Each Owner of a Residence shall maintain such Owner's driveway in good condition and replace the same when necessary. No driveway may be constructed which permits an additional vehicle to be parked on such driveway without impeding the direct access of any other vehicle to any portion of the garage, such determination to be made in the sole discretion of the Review Committee.
- l. All yards initially shall be fully sodded or seeded with the following perennial turf grasses: blue grass, fine blade fescue, or fine blade rye. Zoysia grass may be used in certain areas but only as approved in advance by the Review Committee. Use of Bermuda grass shall not be permitted. Sodding shall not be required in locations where the Review Committee determines the soil, light, or topography would make sodding impractical or unreasonably expensive. All Owners shall keep their respective lawns and plantings mowed, trimmed, and in as good condition as soil, climate, and other natural or governmental conditions (including watering restrictions) shall permit.
- m. One of each of the following items may be constructed on each Lot for personal, non- commercial use by the Owner with approval of the Review Committee: in-ground swimming pool, hot tub or spa. The Review Committee may require fencing or screening of such approved items. No above ground or above grade swimming pools shall be permitted on any Lot.
- n. One (1) permanent (in ground) basketball goal may be erected adjacent to or along a Residence's driveway with the prior approval of the Review Committee. Portable basketball goals are not permitted.
- o. No playground equipment may be installed or used, temporarily or permanently, in the front or side yards of any Residence.
- p. No fencing of any type shall be erected or installed anywhere on a Lot except with prior approval of the Review Committee which may establish and set,



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from time to time, requirements for fencing materials, placement, size, height, and type.

- q. No sport court may be installed or used, temporarily or permanently, in any front or side yard of any Residence.
- r. Construction of a Residence shall be fully completed within nine (9) months after excavation is started.

ARTICLE 4  
USE RESTRICTIONS

Unless the Board of Directors, acting in its sole discretion, unanimously waives the application thereof (which waiver may not be granted if contrary to any specific prohibition set forth herein), the following restrictions are hereby placed on the Property.

- 4.1. **Residence Use Only.** Except as specifically provided herein, each Residence shall be used strictly as a family dwelling. No business shall be conducted, or carried on, in or from any Lot or Residence except: (a) marketing or sales activities by the Developer, or its agents, and builders authorized to have model homes may be conducted from model homes or sales trailers and (b) with the approval of the Review Committee, conduct of a profession or home industry which does not involve (i) employees working at the Residence who are not permanently residing therein and (ii) customers regularly visiting the Residence to conduct business. Even if the foregoing are satisfied, the Review Committee may withhold its approval if it determines, in its sole discretion, the commercial activity is not compatible with the Subdivision for any reason, such as, without limitation, a daycare business which is prohibited.
- 4.2. **Prohibited and Other Buildings and Structures.** No mobile home or trailer (with or without wheels), basement (without a Residence attached), moved house, manufactured house, tent, shack, barn, shed or other outbuilding or structure shall be constructed or located on any Lot at any time. Other detached structures such as storage or utility sheds, gazebos, permanent cooking and other grills or ovens may be constructed only with approval of the Review Committee obtained in advance of construction which shall approve the location and appearance of such structure and may require screening of such structure from view.
- 4.3. **Fences.** No fences shall be permitted on any Lot or Common Areas without the prior approval of the Review Committee. The construction methods, materials and location of all fences approved by the Review Committee shall harmonize with the external design of the Residences in the Subdivision. No wire or chain link fences shall be permitted. Additionally, no fence shall be placed forward of the front wall of the Residence without the prior approval of the Review Committee obtained in advance of construction.



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- 4.4. **Mailboxes.** All mailboxes shall be black with white lettering, if any, and all mailbox posts shall be white wooden cross posts. The Review Committee shall approve the design, appearance, and location of all mailboxes erected or located on any Lot.
- 4.5. **Antennas and Other Projections.** No television, radio, citizen's band, short wave or other antenna, satellite dish, solar panel, clothesline, pole (exclusive of permitted basketball goals) or other unsightly projection shall be visible from the street view of any Residence, including any such item attached to the Residence or located in a yard. The Review Committee may, in its sole discretion, approve satellite dishes which are twenty inches (20") or less in diameter, or otherwise in size as permitted by applicable laws and regulations, subject to all conditions the Review Committee attaches to such approval, including the location and applicable screening of the dish, which conditions shall be in accordance with all applicable laws and regulations pertaining to such dishes. To the extent that this restriction may be inconsistent with the regulations of the Federal Communications Commission (the "FCC"), as amended from time to time, this restriction shall be deemed modified to the extent necessary to comply with such FCC regulations and still provide such limitations as are consistent with the intent of this restriction.
- 4.6. **Garages.** No garage may be enclosed for use as a living area. All doors of garages of Residences which are visible from the curb shall be kept closed overnight except when removing motor vehicles or other items from, or the cleaning of, such garage.
- 4.7. **Flagpoles and Ornamental Light Fixtures.** A flagpole or an ornamental light fixture may be erected or installed in the front yard of a Residence with the approval of the Review Committee obtained in advance of erection or installation of the same. The location, design, materials, and method of installation of such items shall be as approved or established in advance by the Review Committee.
- 4.8. **Holiday Decorations.** Christmas and other holiday lights and decorations may be located on the exterior of any Residence on any Lot only during the period commencing forty-five (45) days prior to such holiday and ending twenty-one (21) days after the same holiday and they must be removed at the expiration of such period. The method and means of installation of such lights and decorations shall only be as established or permitted by the Review Committee.
- 4.9. **Septic Tanks.** No septic tanks or other individual sewage disposal system may be constructed on any Lot.
- 4.10. **Storage Tanks.** No tank for storage of oil or other product may be maintained on any Lot, whether above or below the surface of the ground.
- 4.11. **Refuse.** No trash or other refuse may be thrown, dumped, stored, or burned on any Lot, except during construction of a Residence or any addition thereto or remodeling thereof. The storage or burning of trash, garbage, junk, or other refuse is prohibited on the Property outside of a Residence, except such items may be set out for collection after 6:00 pm on the day before the scheduled collection day.
- 4.12. **Signs: Advertising.** Except as provided below, no signs, billboards, or advertising structures of any kind may be placed or stored on any Lot or visible from the interior of



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any Residence or building on the Lot. Signs advertising the lease or sale of an individual Lot, which do not exceed five square feet in size, may be erected or placed on the Lot being sold or leased. The Developer may erect or place "billboard" type signs related to the Subdivision on any Lot owned by it or in any Common Area.

- 4.13. **Nuisances.** No activity shall be carried on in, on, or from any Lot or Residence which is noxious or offensive or an annoyance or nuisance to the neighborhood. The Owner shall be responsible for all activity carried on in, on, or from a Lot or Residence whether or not the Owner is involved in, or has knowledge of, such activity.
- 4.14. **Animals.** Except as otherwise prohibited herein or by the City of Weston, dogs, cats, and other household pets may be kept in a Residence or on a Lot provided they are not kept for breeding or other commercial purposes, are limited to no more than three (3) in total number, and the keeping of such animals does not create any unsanitary condition. Doghouses or similar animal shelters shall be located in the back yard, shall be constructed using the same materials as the Residence, including the roof, and shall be painted the same color as the Residence. Runs, kennels or similar structures shall be permitted only with approval of the Review Committee which may, in its sole discretion, impose requirements for such structures as to construction, design, materials, location, and screening from view, except under no circumstances shall runs, kennels, or similar structures include chain link or other wire fencing.
- 4.15. **Vehicles.** Except as provided below:
- a. No boats, trucks larger than one-ton, buses, campers, trailers, recreational vehicles, tractors, semi-tractors, semi-trailers, motorcycles, and the like, may be parked, stored, or kept on any Lot except in an enclosed garage.
  - b. Passenger vehicles (i.e. automobiles or pickup trucks not larger than one-ton) owned by a person permanently residing on the Lot in operable, drivable condition may be parked on a driveway at any time. Said vehicles shall ordinarily be parked in the Lot's garage or driveway and in no case may be parked on the street/curb overnight.
  - c. Any other passenger vehicle, recreational trailer, camper, motorcycle, and recreational vehicle not exceeding twenty (20) feet in total length which are owned by a person not permanently residing on the Lot may be parked in the driveway or at the curb but, if on the curb, for no more than twenty-four (24) consecutive hours and during no more than any portion of seven (7) out of fourteen (14) consecutive days.
  - d. No major repair work shall be performed on any vehicle or boat while parked on the driveway or in the yard outside the garage or on any Street. All vehicles that are not drivable, whose presence makes an unsightly appearance or creates a nuisance or that are a hazard to life, health, or public safety, shall not be parked or kept on any driveway, yard, Common Area, or at the curb for more than twenty-four (24) consecutive hours.
  - e. Vehicles of any sort are prohibited from parking in any yard at any time.
  - f. Vehicles should not block or impede pedestrian traffic.



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- 4.16. **Occupancy: Repair.** No Residence shall be occupied until it is fully completed, except for exterior painting and minor trim details. In the event of fire, windstorm, or other damage, no Residence shall be permitted to remain in a damaged condition longer than three (3) months.
- 4.17. **Storage of Construction Materials.** No building material of any kind or character shall be placed or stored on any Lot or Common Area until the Owner thereof has received required approval from the Review Committee for the project and is ready to commence construction. All material permitted to be stored on a Lot shall be placed only within the property lines of the Lot or Lots upon which the approved Improvements are to be constructed or on portions of the Common Area if and as approved in advance by the Review Committee.
- 4.18. **Landscaping Easement.** Except as permitted by any Plat of the Subdivision and the Review Committee, no Improvement or personal property shall be located in any buffer strip shown on any Plat of the Subdivision or any other Plat affecting the Property.
- 4.19. **Maintenance of Lawns, Plantings, and Snow Removal.** All lawns and plantings shall be maintained and kept in good condition. No Owner shall permit grass to reach a height of six inches (6") or more or otherwise permit such Owner's lawn or plantings to create an unsightly appearance. If an Owner fails to comply with this restriction, the Association may have such grass cut or otherwise correct such unsightly appearance and all costs thereof shall be assessed and collected from such Owner in the same manner as Assessments under the Homes Association Declaration. Owners shall remove snow from front entrances and sidewalks promptly and ensure any slick or slippery surfaces are sanded/salted for safety. If an Owner fails to comply with this removal, the Association may have such snow removed and all costs thereof shall be assessed and collected from such Owner in the same manner as Assessments under the Homes Association Declaration.
- 4.20. **Easements.** Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on plats of the Subdivision or by separate recorded instruments. No structure, except driveways, paved areas, and approved fences, may be placed or permitted to remain within any utility easement which interferes with the construction or reconstruction and the proper, safe, and continuous maintenance of such utility easement. No structure, planting, or other material shall be placed or permitted to remain on any drainage easements which (a) damages or interferes with the installation, use, or maintenance of the easement, (b) changes the direction of flow of drainage channels in the easements or (c) obstructs or retards the flow of water through drainage channels or its collection in detention ponds or basins in the easements. All structures located in any such easement shall be continuously maintained by the Owner of the Lot burdened with the easement except for those structures for which a public authority, a utility company, or the Association is responsible.
- 4.21. **No Subdividing.** No Lot may be subdivided without the prior approval of the Review Committee. Any approved subdivision of a Lot shall also be subject to compliance with all codes and ordinances of the City, including its subdivision regulations.



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ARTICLE 5  
STREETS AND COMMON AREAS

- 5.1. **Streets.** The Streets will be shown on the Plats of the Subdivision. All Streets shall be used only for their intended purposes as free and clear roadways for ingress and egress purposes and no Owner of any Lot shall block passage, damage, or abuse any Street. Streets dedicated to the City are under its control and no work is permitted thereon without prior approval of the City.
- 5.2. **Common Areas.** The Developer hereby dedicates the Common Area to the Association. Upon the completion of the initial construction of any facilities or Improvements for the Common Area, the Developer will convey to the Association, by special warranty deed, the Common Area in its then-present condition. Upon completion of the initial construction of the facilities or improvements on any Common Area, the Developer shall have no further responsibility or obligation of any kind with respect to such Common Area. The Common Areas shall be used only for their intended purposes. Private open areas, areas for monuments, signs, or similar structures and any detention facility areas are shown on the Plats for the Subdivision and limited to such uses and are not an extension of any Lots.
- 5.3. **Maintenance of Streets and Common Areas.** Except as specifically provided herein, the Association shall maintain, manage, operate, replace, repair, and improve any Private Streets (which are any streets not dedicated to the City) and Common Areas, including all Improvements thereon. The Association shall not be responsible for maintaining, managing, operating, replacing, repairing, or improving any Street that is dedicated to the City and thus is a public street. The Owners of Lots abutting and immediately contiguous to any Street shall (a) maintain in good condition and repair the unpaved portion of the right-of-way contiguous to the Lot and the portion of the driveway for the Lot located in such right-of-way and (b) shall remove all accumulation of snow and ice from any sidewalk within such right-of-way. The Association is and shall be authorized to adopt and enforce reasonable rules and regulations regarding Lot Owners' responsibilities for maintenance and repair of such areas. Any Owner damaging or abusing any Street or the Common Area shall be responsible to the Association for all costs incurred by it to repair such damage, including full replacement of the damaged property. The Association may, but shall not be required to, maintain, manage, operate, replace, repair, and improve all property located within the right-of-way of any Street, including, without limitation, streetlights, if the Board of Directors determines, in their sole discretion, that it would be in the best interest of the Association and the Owners that the Association undertake such activities. The Association may contract with a Manager (as defined in the Homes Association Declaration) or third parties to carry out all activities permitted by this Section 5.3.



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ARTICLE 6  
PROPERTY RIGHTS OF OWNERS

- 6.1. **Owner's Easement of Enjoyment.** Subject to the other terms of this Declaration, every Owner has a non-exclusive right in, and easement of enjoyment of, the Common Area. Such easement shall be appurtenant to, and pass with, title to every Lot; provided, however, such easement is subject to the control of the Board of Directors of the Association and any limitations the Board may impose, as allowed herein, in the Homes Association Declaration or the Bylaws.
- 6.2. **Recorded Easements.** The Property shall be subject to all easements as shown on any recorded Plat for the Subdivision and to all other easements of record, or of use, as of the date this Declaration or any Supplemental Declaration is recorded.
- 6.3. **Developer's Rights Incident to Construction.** The Developer, for itself and its successors and assigns, hereby reserves an easement for construction, utilities, drainage, ingress and egress over, in, upon, under, and across the Common Area, together with the right to store materials on the Common Area and to make such other use of the Common Area as is reasonably necessary or incident to the construction of Residences on the Lots or other Improvements on the Property or other real property owned by the Developer. The Developer may not exercise the foregoing rights in a way which unreasonably interferes with the occupancy, use, enjoyment, or access to the Lots or the Subdivision by the Owners.
- 6.4. **Reservation of Easements, Exceptions, and Exclusions.** The Developer reserves and hereby grants to the Association the concurrent right to establish, from time to time, by declaration or otherwise, utility, and other easements, permits, or licenses over the Common Area, for any purpose, including, without limitation, to Streets, paths, walkways, drainage, recreation areas and parking areas, and to create other reservations, exceptions, and exclusions for the best interest of all Owners and the Association. In exercising such right, the Association shall do so in order to serve all the Owners within the Subdivision.
- 6.5. **Emergency Access Easement.** A general easement is hereby granted to all police, sheriff, fire protection, ambulance, and other similar emergency agencies or persons to enter upon all Streets and upon the Property in the proper performance of their duties.
- 6.6. **View.** No Owner has any right to an unobstructed view beyond the boundaries of the Owner's Lot. No Owner shall be entitled to prevent the construction or location of any structure, fence, Improvement, planting material, or other item on any other part of the Subdivision, which is permitted by this Declaration, because such structure, fence, Improvement, planting material, or other item obstructs any view from the affected Lot.
- 6.7. **Delegation of Use.** Any Owner may, in accordance with and subject to the limitations of the Association Documents, delegate such Owner's right of enjoyment to the Common Area to the members of such Owner's family, guests, tenants, and invitees.



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ARTICLE 7  
INCIDENTS OF OWNERSHIP IN THE SUBDIVISION

- 7.1. **Inseparability.** Every gift, devise, bequest, transfer, encumbrance, conveyance, or other disposition of a Lot, including the Residence and other Improvements thereon, shall be presumed to be a gift, devise, bequest, transfer, encumbrance, or other conveyance, respectively, of the entire Lot, including all easements, licenses, and all other appurtenant rights created by law or by this Declaration or by the Homes Association Declaration.
- 7.2. **No Partition.** The Common Area shall be owned by the Association, and no Owner, group of Owners or the Association shall bring any action for partition or division of the Common Area.
- 7.3. **Property Rentals.** A Residence may be used for non-transient occupancy by its Owner and the Owner's family, servants, agents, guests, invitees, and tenants. The Owner may rent the Lot and Residence for a term of one (1) year or more subject to all the terms hereof, including those prohibiting use of the Residence for commercial purposes.

ARTICLE 8  
DURATION OF DECLARATION: AMENDMENT

- 8.1. **Term.** The covenants, conditions, restrictions, and easements set forth in this Declaration shall run with and bind the Property until December 31, 2031, after which time they shall be automatically extended for successive periods often (10) years each unless terminated at the expiration of any such period by a majority vote of the Class A Members.
- 8.2. **Membership.** The Developer shall be the sole Class A Member until such time as ninety percent (90%) of the Lots are owned by individual owners, who shall be Class B Members until such time as ninety percent (90%) of the Lots are owned by individual owners. At that time, all Lot owners shall be Class A Members and the Developer shall remain a Class A Member until such time as the Developer resigns from the Association.
- 8.3. **Amendment.** Except as otherwise provided herein, at all times while the Developer is a Class A Member of the Association, this Declaration may be amended, altered, or modified only by Supplemental Declarations signed by the Developer. During any time in which the Developer is not a Class A Member but still owns Lots, this Declaration may be amended, altered, or modified by a Supplemental Declaration signed by (a) the Developer and (b) the Class A Members holding a majority of the votes possible to be cast under the Homes Association Declaration. Except as otherwise provided herein, at all other times, this Declaration may be amended by Supplemental Declaration signed by Owners holding at least sixty-six and two-thirds percent (66 2/3%) of the votes possible to be cast under the Homes Association Declaration. Proper approval of all amendments shall be shown by a certificate of the Secretary of the Association, attached to the Supplemental Declaration to be recorded, certifying that signatures of the Developer or a sufficient number of Owners approving the amendment, as applicable, are on file in the office of the Association. No amendment shall be effective until the Supplemental





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Declaration setting forth the approved amendment is recorded in the Office of the Recorder of Deeds for Platte County, Missouri, at Platte City. Such amendments may amend the terms of this Declaration as it effects all existing Lots, including terms which impose additional covenants, conditions, restrictions, and easements on all such Lots. Any amendment that effects less than all existing Lots in the Subdivision shall be effective only as to those Lots where the Owners thereof agree to such amendment.

- 8.4. **Revocation: Termination.** This Declaration shall not be revoked or terminated at any time without the affirmative vote of at least sixty-six and two-thirds percent (66 2/3%) of the votes possible to be cast under the Homes Association Declaration and the additional approval of the Developer at all times it is either a Class A Member of the Association or owns any Lots. Such revocation or termination shall be evidenced and effective in the same manner as set forth in Section 8.2 for amendments hereof.
- 8.5. **Amendments Requiring City Consent.** Notwithstanding any other provision herein, no modification or amendment of this Declaration which conflicts with (a) any Plat of any portion of the Subdivision, (b) any agreement entered into by the Developer and the City of Weston concerning the Subdivision or (c) any City of Weston ordinance or code, may be made or become effective without the prior written consent of the City of Weston.
- 8.6. **Amendments for Landscaping/Fencing Restrictions.** In connection with the platting of any portion of the Property, the Developer may, and hereby reserves the right, by Supplemental Declaration or otherwise, to impose landscaping, buffering, fencing, and other restrictions on certain Lots or portions thereof.

ARTICLE 9  
GENERAL PROVISIONS

- 9.1. **Enforcement.** Except as otherwise provided herein, the Developer, the Association, and the Board of Directors has the right and power to enforce this Declaration. Failure of the Developer, the Association, or the Board of Directors to enforce any provision contained herein shall not be deemed a waiver of the right to do so at a subsequent time. If the Developer or the Association successfully enforces any term of this Declaration, it shall, in the discretion of a court of competent jurisdiction, be entitled to recover its reasonable attorneys' fees and costs from the person against whom this Declaration was enforced.
- 9.2. **Severability.** If any provision of this Declaration, or the application hereof to any circumstance, is held to be invalid or unenforceable to any extent, the remainder of this Agreement and its application to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.
- 9.3. **Rule Against Perpetuities.** Notwithstanding anything in this Declaration to the contrary, the creation of all interests under this Declaration shall vest, if at all, within the period of time measured by the life of the survivor of the now living children of Prince Charles, Prince of Wales, plus twenty-one (21) years.



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- 9.4. **Developer's Right to Assign.** The Developer may, by appropriate agreement made expressly for that purpose, assign, or convey to a Successor Developer all, or any part, of the rights, reservations, and privileges herein reserved by the Developer. Upon recording of the assignment in the Office of the Recorder of Deeds of Platte County, Missouri, at Platte City, the Developer's rights and obligations under this Declaration shall cease and terminate to the extent provided in such document. Every Successor Developer shall have the rights of the Developer, including the right to transfer such rights set forth in this Section 9.4.
- 9.5. **Release of Liability.** The Developer, the Association, the Board of Directors, or the Review Committee, and their respective officers, directors, stockholders, members, employees, or agents, shall not, either individually, or jointly and severally, be liable to any Owner, Member, or other person for any discretionary action taken, or not taken, under the terms hereof, including, without limitation, approval or disapproval of, or failure to approve, any application for enforcement or non-enforcement of the terms hereof.
- 9.6. **Indemnification.** To the fullest extent permitted by law, every director and officer of the Association, the members of the Review Committee, and the Developer (to the extent a claim may be brought against the Developer by reason of its election, appointment, removal, or control over directors of the Association Board, its officers or members or the Review Committee) shall be indemnified by the Association, and every other person serving as an employee or direct agent of the Association or on behalf of the Association as a member of a committee or otherwise, may, in the discretion of the Board of the Association, be indemnified by the Association against all liabilities, damages, costs and expenses, including reasonable attorneys' fees and costs, incurred by or imposed upon him or her in connection with any proceeding or any settlement thereof to which he or she may be a party, or in which he or she may become involved, by reason of his or her being or having served in such capacity on behalf of the Association (or, in the case of the Developer, by reason of having elected, appointed, removed or controlled, or failed to control, officers or directors of the Association or members of the Review Committee) whether or not he or she is a director, an officer or a member of the Review Committee, or serving in such other specified capacity at the time such expenses are incurred; provided, however, that prior to agreeing to any such indemnification, the Association's Board shall determine, in good faith, that such officer, director, member of the Review Committee, or other person, or the Developer, did not act, fail to act or refuse to act, willfully, or with gross negligence, or with fraudulent or criminal intent, in the performance of his, her, or its duties. The foregoing rights of indemnification shall be in addition to and not exclusive of any other rights to which such persons may be entitled at law or otherwise.



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ARTICLE 10  
RESTRICTIONS AND PROVISIONS APPLICABLE TO FIRST PLAT PROPERTY

10.1. **Landscaping Reservations, Rights, Easements, and Restrictions Applicable to Portions of Certain Lots of First Plat Property.** The entirety of any and all designated green space and common areas of the Plat (the "Restricted Areas") are hereby subjected to the following:

- a. The Developer, for itself and the Association, reserves and retains an exclusive perpetual easement over, along, across, though, and under the Restricted Areas for the installation, location, erection, placement, construction, reconstruction, replacement, maintenance, operation, and repair of landscaping and landscape features of any and all kinds including, without limitation, sod or seeding with grass, herbaceous plantings, planting of trees and shrubs of any and all kinds, community identification monuments, sculptures or art works and fencing of any kind [collectively, the "Landscape Features"].
- b. The foregoing notwithstanding, until such time as the Developer or the Association installs any such Landscape Features (which it or they may but shall not be obligated to do at any time), the Owners of the Lots which contain the Restricted Areas shall sod or seed with grass and mow and maintain such Restricted Areas in good condition.

IN WITNESS WHEREOF, the Developer has caused this Declaration to be executed by its duly authorized officers as of the day and year first above written.

DEVELOPER:

Susanna H. Bartee

Steven L. Unfred, Jr.

ACKNOWLEDGEMENT

State of MISSOURI )  
                               ) ss.  
County of PLATTE  )



DEANNA UNFRED  
My Commission Expires  
April 19, 2022  
Platte County  
Commission #18600211



ORCHARD HILL  
WESTON MISSOURI

On this 30<sup>th</sup> day of September, 2021, before me personally appeared SUSANNA H. BARTEE and STEVEN L. UNFRED, JR., known to me to be the owners of CUB Development LLC, a Missouri Limited Liability Company, and who said that they executed the same on behalf of said corporation under and with the authority of its Board of Directors and that they acknowledged that executed the same as the free act and deed of said corporation for the purposes therein stated.

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

DeAnna Unfred

Notary Public  
My Commission Expires.



DE ANNA UNFRED  
My Commission Expires  
April 19, 2022  
Platte County  
Commission #18600211



ORCHARD HILL  
WESTON MISSOURI

EXHIBIT A

**PLATTED LEGAL DESCRIPTION OF PROPERTY**



Recording Date/Time: 10/27/2023 at 02:17:49 PM

Book: 1398 Page: 876

Instr #: 2023010705  
Pages: 2  
Fee: \$27.00 S 20230009737



Christopher L. Wright  
Recorder of Deeds

SUSANNA BARTEE

(Above space reserved for Recorder of Deeds' use.)

Supplemental to the Declaration of Covenants, Conditions, Restrictions,  
and Easements of Orchard Hill, 2021

Grantor Name: CUB Development, LLC Grantee Name: N/A

Whereas on October 7, 2021, CUB Development LLC there was filed in the Recorder of Deeds office of Platte County, Missouri, a Supplemental to the Declaration of Covenants, Conditions, Restrictions, and Easements of Orchard Hill, 2021, Platte County, Missouri, the same being recorded in Book 1366, Page 430 Platte County records, and

Whereas the above-mentioned document, Paragraph 8.3, provides that the Declarant may unilaterally amend said document so long as Declarant owns more than 10 percent of the lots in Orchard Hill Subdivision of Weston, Platte County, Missouri.

Whereas the undersigned, CUB Development LLC, the Declarant, owns more than 10 percent of the lots in Orchard Hill Subdivision of Weston, Platte County, Missouri, desires to amend said document in certain particulars, all as herein after set forth.

Now, therefore, the undersigned party does herewith amend the above-mentioned document as follows:

Construction Standards.

3.51

All lots that are 25,000 square feet or less shall be fully sodded with the following perennial turf grasses: blue grass, fine blade fescue, or fine blade rye. All lots that are 25,001 square feet or more shall be fully sodded to equal an area of 25,000 square feet. The remaining square footage of the lot may be seeded. Zoysia grass may be used in certain areas, but only as approved in advance by the Review Committee. Use of Bermuda grass shall not be permitted. Sodding shall not be required in locations where the Review Committee determines the soil, light, or topography would make sodding impractical or unreasonably expensive. All Owners shall keep their respective lawns and plantings mowed, trimmed, and in as good condition as soil, climate, and other natural or governmental conditions (including watering restrictions) shall permit.

Mailboxes.

4.4

Per United States Postal Service requirements, all mail to Orchard Hill residents shall be delivered to the cluster mailboxes installed on Library Drive. Residents are responsible for communicating with the local post office to set up delivery and receive/replace keys.

IN WITNESS WHEREOF, the Developer has caused this Supplemental to the Declaration to be executed by its duly authorized officers as of the day and year first above written.

DEVELOPER:

*Susanna H. Bartee*

Susanna H. Bartee

*Steven L. Unfred, Jr.*

Steven L. Unfred, Jr.

ACKNOWLEDGEMENT

State of MISSOURI )  
  ) ss.  
County of PLATTE )

On this 21<sup>st</sup> day of October, 2023, before me personally appeared SUSANNA H. BARTEE and STEVEN L. UNFRED, JR., known to me to be the owners of CUB DEVELOPMENT LLC, a Missouri Limited Liability Company, and who said that they executed the same on behalf of said corporation under and with the authority of its Board of Directors and that they acknowledged that executed the same as the free act and deed of said corporation for the purposes therein stated.

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

*Hannah A. Bartee*

Notary Public

My Commission Expires:

