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Recorder of Deeds

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1. Title of Document: Declaration of easements, covenants and Restrictions
2. Date of Document: Oct 22, 2021
3. Grantor(s): Savannah Commons Homeowners Assn.
4. Grantee(s): Savannah Commons Homeowners Assn.
5. Statutory Mailing Address(s): 1208 Aubreis Way  
Warrensburg, MO 64093
6. Legal Description:  
Savannah Commons
7. Reference Book and Page(s):

DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS

THIS AGREEMENT is made Savannah Commons HomeOwners Association  
("Declarant")

WHEREAS, Declarant is the Owner of certain real property and all improvements thereon located Johnson County, Missouri and legally described on Exhibit A attached hereto and incorporated herein by reference (the \*Project"); and

WHEREAS, Declarant desires to establish certain restrictions on the use of the Project, as hereinafter provided, known as Savannah Commons; and

WHEREAS, Declarant has, to the best of its knowledge, complied with all ordinances, regulations, and requirements of the City of Warrensburg, Missouri, the County of Johnson, Missouri, and the State of Missouri;

NOW THEREFORE, declarant hereby publishes and declares that the following terms, covenants, conditions, easements, restrictions, uses, limitations and obligations shall be deemed to run with the land and shall be a burden on and a benefit to the Project and to Declarant, its successors and assigns, and to any person acquiring or owning any interest in the Project and their respective grantees, successors, heirs, personal representatives, and assigns.

ARTICLE 1

DEFINITION OF TERMS

1.1 DEFINITION OF TERMS. As used in this Declaration, the following terms shall have the following meanings unless the context shall expressly provide otherwise:

- A. "Association" shall mean the Savannah Commons Association, a to-be formed Missouri not-for profit corporation (or such other name as Declarant shall choose if the foregoing name is not available), its successors and assigns.
- B. "Building" shall mean the structure on each Lot containing multiple Units or single family homes.
- C. "Common Assessment" means the charge against each Owner and his Unit, representing a

portion of the Common Expenses that are to be paid by each Owner as provided herein.

D. "Common Elements" are the common areas of the Project and means and includes the entire Project excluding all Units up to the property line. The term "Common Elements" shall consist of the General Common Elements and the Limited Common Elements.

E. "Common Expenses" means and includes, unless otherwise stated elsewhere in this Declaration:

1. All expenses lawfully incurred by the Association in the administration, management, maintenance, operation, repair or replacement of and additions to the Project excluding and expenses and costs described in Section 6.5 hereof which are the proper subject of a Special Assessment;
2. Expenses agreed upon as Common Expenses by the Owners; and
3. Expenses declared to be Common Expenses by this Declaration.

F. "Completed Unit" means a Unit which has received all necessary certificates of occupancy and for which title has been transferred to an Owner other than Builder S JA until last unit is sold.

G. "Declaration" shall mean this instrument.

H. "Savannah Commons" means the board of directors of the Association, which shall be elected as provided in the bylaws of the Association.

I. "First Mortgage" shall mean any first mortgage or first deed of trust on any Unit given to Secure a loan to the Owner of such Unit

J. "First Mortgagee" means the holder of a First Mortgage on a Unit or the assignee of such holder (typically a financial institution).

K. "General Common Elements" means all Common Elements exclusive of all Limited Common Elements and shall include the following parts of the Project:

1. All compartments or installations of central services, such as power, light, gas, water, central air conditioning and central heating reservoirs, water tanks and pumps, and other fixtures, whether located inside or outside of a Unit's boundaries, which serve more than one Unit or which serve any part of the Common Elements; and
2. Any pool or spa. Any detention or retention areas; private streets or roads (unless and until dedicated to the City); landscaping; monument signs; islands; lighting and all other improvements to any of the Projects other than the Units.
3. The General Common Elements shall not include the Units or the Limited Common

Elements.

L. "Limited Common Elements" means and includes those Common Elements reserved for the exclusive use of an individual Unit or Units but fewer than all of the Units, and the Owners thereof, including, without limitation:

1. Any chute, flue, duct, wire, conduit, pipe, bearing wall, bearing column, or other fixture lying partially within and partially outside the designated boundaries of a Unit, to the extent the same serves only that Unit. Any portion thereof which serves more than one Unit or which serves any part of the Common Elements shall be deemed a part of the General Common Elements;
2. The area of each Lot located outside of the Building footprint but with the boundary lines of the applicable Lot as shown on the Plat are designated a Limited Common Elements. This area on each Lot is reserved for the exclusive use of the Owners of the Units in the Building on said Lot. The driveways, porches, walkways and patios within this area on each Lot are further reserved for the exclusive use of the Owner of the single Unit they are designed to serve. Any shutters, awnings, window boxes, doorsteps, stoops, balconies, and all exterior doors and windows, air conditioning and heating equipment or other fixtures designed to serve and serving a single Unit, but located outside that Unit's boundaries as defined herein, are Limited Common Elements reserved for the exclusive use of the Owner of that single Unit

M. "Lot" shall mean each Lot shown on Exhibit B attached hereto.

N. "Occupant" means a person or persons in possession of a Unit, regardless of whether said person is an Owner.

O. "Owner" means a person, other than the original developer, trust or legal entity, which owns, or holds record title to a Unit

P. "Plat" means and includes the Final Plat of Savannah Commons recorded with the Johnson County, Missouri Recorder's Office on August 1, 2001 in Plat Book No. 11, Pages 203 to 204, as amended from time to time, which Plat is incorporated herein by this reference.

Q. "Patio Home" shall indicate each Unit that does not share a common wall with any other unit.

R. "Project" means and includes the land, Lots, Buildings and all improvements thereon, and all rights, easements and appurtenances belonging thereto, as legally described on Exhibit A attached hereto, together with all such land, Lots, Buildings and improvements added thereto pursuant to the terms of this Declaration.

S. "Townhouse" shall indicate each Unit that does share a common wall with any other unit.

T. "Unit" or "Units" means each Unit or Units in the Project designated on the Plat with a letter and a number (i.e., A1, meaning Building A, Unit 1). Each Unit consists of one of the residential dwelling units in each Building together with all land below and all air space above said residential dwelling unit subject to the future definition set forth below. The specific boundaries and parts of each Unit are as follows:

1. Vertical Boundaries. The exterior surface of the perimeter walls bounding each Building, along with the centerline of each common wall of the residential dwelling units in each Building, shall constitute the vertical boundaries of each Unit as shown on the Plat. The vertical boundaries of each Unit shall include an imaginary and indefinite extension of the exterior surface of the perimeter walls bounding each Building and the centerline of the common walls of the residential dwelling units in each Building, on the same geometric plane, down below and up above each Building and residential dwelling unit. The vertical boundaries shall have no dimension of thickness or width;

2. Horizontal Boundaries. The Units shall not have horizontal boundaries so that all land below and all air space above each Unit within the vertical boundaries of said Unit is included as part of said Unit subject to any limitations on ownership of air space imposed by applicable law.

3. Interior. All spaces, interior partitions and other fixtures and improvements located entirely within the boundaries of a Unit are a part of that Unit

U. "Single Family" is defined to include only and be limited to the following: 1. An individual, 2. Individuals who are related by blood, marriage, significant other, adoption, guardianship, or court custody placed children.

V. "Guest" is anyone living outside the Savannah Commons Neighborhood.



## ARTICLE 2

### UNIT DESIGNATIONS AND DESCRIPTIONS

**2.1 DESIGNATION OF UNITS: CONVEYANCES.** The Plat designates all Units that may be added to the Project. The Common Elements shall be owned in common by the Owners in accordance to the terms of this Declaration. Each Unit shall be conveyed or transferred as a separately designated and legally described fee simple estate subject to the terms, conditions and provisions hereof. The rights in the Common Areas of an Owner shall be deemed to be conveyed or encumbered with the Unit, even though that interest is not expressly mentioned or described in the deed, mortgage or other instrument of conveyance or encumbrance, In any instrument of conveyance or creating an encumbrance, or in any other document legally describing a Unit, it shall be sufficient to lawfully describe a Unit and its interest in the Common Area by referring to the letter and number designation of the Unit on the Plat and the appropriate recording references of the initial page of this Declaration. Failure to include a reference to this Declaration in any deed or other instrument shall neither invalidate such transfer nor relieve the Unit from being subject to this Declaration. To enable the Association to maintain adequate records of the names and addresses of the Owners, each Owner agrees to notify the Association, in writing, within five days after an interest in a Unit has been transferred. In addition, each Owner agrees to provide to a purchaser a copy of the Declaration. The Common Elements shall be owned by the Association, but each Unit shall be deemed to have an undivided interest in the Common Elements and in the Common Expenses as allocated among all of the Completed Units on an equal basis per completed Unit. No Owner may waive or release any rights in the Common Elements or any liability for Common Expenses. Further, the rights in the Common Elements shall not be separated from the Unit to which it appears.

**2.2 UNITS.** Each Unit and its corresponding interest in the Common Elements appurtenant thereto shall be inseparable. Any conveyance, encumbrance, judicial sale, or other transfer (voluntary or involuntary) of an individual interest in the Common Elements will be void unless the Unit to which that interest is allocated is also transferred.

2.3 DESCRIPTIONS. Every deed, lease, mortgage, trust deed or other instrument may legally describe a Unit by its identifying Unit letter and number (i.e., A1) shown on the Plat, followed by the words "SAVANNAH COMMONS 1<sup>st</sup> Plat" and by reference to the recording date of the Plat. Every such description shall be deemed good and sufficient for all purposes to convey, transfer, encumber or otherwise affect the Unit. In interpreting deeds, mortgages, deeds of trust and other instruments, the physical boundaries of a Unit reconstructed in substantial accordance with the original Plat, shall be conclusively presumed to be such Unit's boundaries regardless of settling, rising or lateral movement of any Building and regardless of variances between boundaries shown on the Plat and the actual physical boundaries of any Building.

2.4 ENCROACHMENTS. If any portion of the Common Elements encroaches upon a Unit or Units, a valid easement for such encroachment and for the maintenance of same, so long as it stand, shall and does exist. If any portion of a Unit or Units encroaches upon the Common Elements, a valid easement of such encroachment and for the maintenance of same, so long as it stands, shall and does exist. A valid easement also exists over that portion of the Common Elements occupied by any Limited Common Elements not contained within the physical boundaries of a Unit, including, without limitation, space occupied by heating and air condition equipment, utility lines and similar equipment which serves only one Unit. For title or other purposes, such encroachments and easements shall not be considered or determined to be encumbrances either on the Common Elements or the Units.

2.5 EASEMENTS. All easements shown on the Plat are recorded easements and licenses appurtenant to or included in the Project or to which any portion of the Project are subject

2.6 CONSIDERATIONS FOR TOWNHOUSES.

A. PARTY WALLS OF TOWNHOUSES. Each wall which is built as a part of the original construction of the Units and placed on the dividing line between two or more Units shall constitute a party wall, defined as any shared component or element of the structure to include driveways, roofs, interior and exterior walls, and, to the extent not inconsistent with the provisions of this Declaration, the general rules of law regarding party walls and

liability for property damage due to negligence and willful acts or omissions shall apply thereto, and:

1. The reasonable repair and maintenance of a party wall not covered by insurance shall be shared by the Unit Owners who make use of the wall in proportion to such use.
2. Notwithstanding any other provision of this Declaration, any Unit Owner who by his, her or its negligence or willful act causes the party wall to be exposed to the elements shall bear the entire cost of furnishing the necessary protection against such elements.
3. The right of any Unit Owner to contribution from any other Unit Owner with respect to the obligations relating to party walls shall be considered an appurtenant right and pass to any and all successors in interest to the title of such Unit
4. The boundary line between Units which share a party wall is and shall be deemed to be the center line of the wall regardless of the actual location of the platted boundary line.
5. Each Townhome Owner will be responsible for the maintenance of all interior walls of the unit they occupy. The dividing line between units shall be the extension of where the interior walls meet perpendicular to the outside walls. The responsibility for the exterior walls and roof of the Townhomes will fall to the owner of the unit. Coordination for repair to walls and roofs that are in need of repair or replacement that involve more than party are the responsibly of the parties involved and not a burden to the HomeOwner Association.

B. SUPPORT OF TOWNHOUSES. Every portion of a Unit, Building or utility line or any improvement on any portion of the Project contributing to the support of another Building, Unit, utility line, or improvement on another part of the Project shall be burdened with an easement of support for the benefit of all other Units, Buildings, utility line, and improvements in other portions of the Project

C. REBUILDING AFTER UNIT LOSS. Owners of townhouses are obligated to rebuild their Unit following catastrophic loss or damage to their unit. Rebuilding and repairs shall adhere to structural and aesthetic standards of the original unit and be so performed as to



secure the entire buildings' structural integrity. This is intended to keep entire buildings structurally intact in the event that one unit is damaged and the adjoining units are not.

### ARTICLE 3

#### RIGHTS AND OBLIGATIONS OF OWNERSHIP

3.1 OWNERSHIP. Ownership of each Unit will be by fee simple estate and may be held by any person, trust or legal entity who holds record title to the Unit.

3.2 JUDICIAL PARTITION. There shall be no judicial partition of the Common Elements, not shall any person acquiring any interest in the Project or any part thereof seek any judicial partition; if any Unit shall be owned by two or more co-tenants, as tenants in common or as joint tenants, nothing herein contained shall be deemed to prevent a judicial partition of such Unit between such co-tenants, but such partition shall not affect any other Unit and such partition shall not be a partition in kind.

3.3 EXCLUSIVENESS OF OWNERSHIP. Each Owner shall be entitled to exclusive ownership and possession of his Unit. Each Owner may use the General Common Elements in accordance with the terms of this Declaration and for the purposes for which they are intended, without hindering or encroaching upon the lawful rights of the other Owners. Use of the Limited Common Elements shall be restricted as set forth herein. Each Owner shall have a perpetual non-exclusive right of ingress and egress to the Owner's Unit subject to the provisions of this Declaration.

3.4 MECHANICS' AND MATERIALMEN'S LIENS. No labor performed or materials furnished and incorporated in a Unit, notwithstanding the consent or request of the Owner, his agent, contractor or subcontractor, shall be the basis for filing of a lien against the Unit of any other Owner or against the Common Elements for construction performed or for labor, materials,

services, or other products incorporated at the request of the Owner receiving such construction, labor, materials, services or other products.

3.5 RIGHT OF ENTRY. The Association shall have the irrevocable right to have access to each Unit from time to time during reasonable hours as may be necessary for maintenance, repair or replacement of any of the Common Elements or any part of the Project which the Association has the obligation to repair or maintain, or at any time for making emergency repairs therein necessary to prevent damage to the Common elements or to another Unit.

3.6 LIABILITY FOR NEGLIGENT ACTS. In the event the need for maintenance, cleaning, or repair of any part of the Project is caused through the willful or negligent act of an Owner, his family, tenants, guests or invitees, and is not covered or paid for by insurance, the cost of such maintenance, cleaning, or repairs shall be added to and become a part of the assessment to which such Owner's Unit is subject, pursuant to Article 6 hereof. Fines for violations of the Covenants and Restrictions will be assessed on a case by case basis and assessed by the HOA Board.

3.7 INSURANCE OF UNIT. Each Unit owner shall maintain suitable liability and full replacement value loss insurance on their unit. Through a company licensed to do business in the State of Missouri. Per section 5.4 the HOA maintains insurance on the common elements but is not obligated to maintain insurance on any parts of the Units.

#### ARTICLE 4

##### USE AND OCCUPANCY RESTRICTIONS

#### 4.1 REGULATION OF UNITS AND LOTS.

A. USE OF LAND. No Lot may be improved, used, or occupied other than as a residential building in accordance with the R-3 Zoning, Final Site Plan, Final Plat, Building Elevations, Building Materials and Landscape Plan approved for the Project by the City of Warrensburg. No structure of a temporary character, trailer, tent, mobile homes, prefabricated home, modular home, detached garage, shack, barn, storage mobile homes, prefabricated home, modular home, detached garage, shack, barn, storage shed, or other outbuilding shall be erected or maintained on any Lot. No Lot may be improved, used, or

occupied for purposes other than as provided by applicable zoning laws and restrictions filed of record in relation thereto.

**B. USE OF UNITS.** Every Unit shall be used solely as a single-family residential dwelling unit. The phrase "single-family" is defined to include only, and be limited to the following:

1. An individual,
2. Individuals who are related by blood, marriage, significant other, adoption, guardianship, or court custody placed children
3. No basement or garage shall be used at any time in and of itself as a separate residence, either temporarily or permanently. No Unit may be subdivided or converted into a Common Element.

**C. LEASING/RENTING.** Owners may lease or rent his Unit pursuant to completing and filing a leasing form with Savannah Commons Board. Owners and their tenant/tenants agree to adhere to rules and restrictions governing Savannah Commons Subdivision.

1. The owner of the Unit will be financially responsible for any damages to the common elements by persons or guests under a lease or rental agreement
2. All lease/rental agreements must adhere to the USE OF UNITS restrictions in section 4.1.b.
3. Occupants of Units must remain single family dwellings. Owners of Units that lease or rent to persons that do not adhere to the restrictions outlined in the Covenants and Restrictions are subject to fines as determined by the HOA Board.

**D. ABOVEGROUND POOLS.** No above-ground swimming pools shall be erected, installed, constructed, and/or maintained on any Lot, Common Element or in any Unit including, without limitation, entirely portable and movable children's wading pools.

**E. COMMERCIAL ACTIVITY PROHIBITED.** No commercial or private business activity of any kind [other than a "home office" business which does not significantly increase traffic volume or parking requirements] shall be conducted in a Unit, nor on any Lot or any other part of the Project.

Commercial Activity is defined as: an activity intended for exchange in the market with the goal of earning an economic profit. The term commercial is also used to identify large institutional entities that are incumbent participants in a given market and have considerable scale.

**F. MOTORCYCLES.** No motorcycles, motorbikes, motor scooters or other similar vehicles

shall be operated in or on the Project except for the sole purpose of transportation directly from a Unit to a point outside the Project or directly from a point outside the Project to a Unit.

G. NUISANCES. No noxious or offensive activity shall be carried on upon any portion of the Project, nor shall anything be done thereon that may be or become a waste, nuisance or annoyance to the neighborhood or other Owners nor shall any Unit or Common Element be used in any way for any purpose that might endanger the health or safety of any Owner or Occupant of a Building. The Executive Board shall have the right to determine if any such noise, odor or activity constitutes a nuisance. Nothing shall be done or kept in any Unit or in the Common Elements that will increase the rate of insurance for the Project or other Units without the prior written consent of the Executive Board. No Owner shall permit anything to be done or kept in his Unit or the Common Elements which will result in the cancellation of insurance on any Unit, or any part of the Common Elements or which will be in violation of any law.

H. ANIMALS PROHIBITED. No animals, livestock, or poultry of any kind shall be raised, bred, or kept in any Unit nor on the Common elements, except that dogs, cats, or other common household pets not to exceed a total of two pets per Unit of any kind may be kept inside each Unit (not outside of the Unit) provided they are not kept, bred, or maintained for any commercial purpose. In no event shall such animals be kept in any Unit if they unreasonably disturb the Owner or Occupants of any other Unit. The Executive Board shall have the right to decide if an animal is unreasonably disturbing an Owner or Occupants of any Unit. No dangerous or aggressive animals shall be allowed inside the Units or anywhere on the Project All animals shall be confined inside the Units, except when on a leash held in direct and constant control by an Owner, a member of Owner's family, or an Occupant. The construction, placement, or erection outside of a Unit of any structure, enclosure, cage, dog pen, dog run, or other device used to confine or house dogs, cats or Other animals are prohibited. If any animal is found outside of a Unit and not in compliance with this subsection, the Association may have the animal removed from the Project under jurisdiction of the city and subject to the laws and rules governing the same. Each Owner shall be responsible to tell other Owners, their families, guests, tenants and invitees, for any

unreasonable noise or damage to person or property caused by any animal brought or kept upon the Project by an Owner, a member of Owner's family, and Occupant, or the Owner's guests. Each Owner shall also be responsible for cleaning up feces or other waste left by any such animal on any portion of the Common Elements including anywhere outside of the Buildings. Owners that fail to clean up after their animals may be assessed in accordance to section 3.6.

I. ADVERTISING. Advertising signs are permitted subject to approval of the HOA Board.

J. YARDS. No permanent or temporary structures, buildings, equipment, apparatus, gardens, trash cans, storage piles, swing sets, tree houses, basketball goals or other improvements shall be kept outside of any Building or on any Common Element except that an average sized barbecue grill may be kept on the rear patio of each Unit. Projects and structures can be approved on a case by case basis by the HOA Board. Notification for such project must have prior approval before any project is started. Residents who do not adhere to these restrictions may be assessed in accordance with section 3.6.

K. LAWNS AND LANDSCAPING. Lawn areas of Lots shall be fully sodded to all outside boundary lines. No gardening shall be done on the Common Elements and otherwise the only landscaping that shall be allowed on the Common Elements, is landscaping in accordance to the Landscape Plan for the Project approved by the Declarant. No permanent addition, to include greenery or structures, shall be added to or removed from any common element without Board approval.

L. STORAGE TANKS. No tank for the storage of fuel may be maintained outside any Unit above or below the surface of the ground, except one twenty-pound propane tank per Unit for the sole purpose of operating a barbecue grill.

M. AUTOMOTIVE REPAIR PROHIBITED. No automotive repair or rebuilding or any other form of automotive manufacture, whether for hire or otherwise, shall occur on any part of the Project or outside of a Unit or on any public streets.

N. PARKING OF VEHICLES PROHIBITED.

1. There shall be no parking of motor vehicles on the private streets. The only place resident parking is allowed is within garages or driveways. Residents who violate this policy are subject to having their vehicle towed at the owner's expense in accordance with local laws regarding parking on private property.



2. No buses, tractors, trucks over ½ ton, recreational vehicles, motor homes, boats, detached camper trailers, unlicensed, inoperable or partially disassembled automobiles, motor vehicles or trailers, shall be parked anywhere in the Project unless loading or unloading. Residence who violates this policy are subject to having their vehicle towed at the owner's expense in accordance with local laws regarding parking on private property

3. Visitor Parking Lots for guests to park in on an as needed basis. Each visitor parking area is marked with signage including the pool visitor area parking. All parking in these visitor parking areas shall be limited to 48 hours. After that time limit has expired the vehicle who is in violation will be subject to being towed at the vehicle owner's expense in accordance with local laws regarding parking on private property.

O. TRASH. No trash, refuse, grass clippings, lumber, metal, bulk materials, scrap, plant waste or ashes shall be thrown, dumped, stored or placed upon any part of the Common Elements. All trash and garbage collected in the Units and shall be removed from the Project once each week on the same day of the week by the same trash company for each Unit per contract entered into by the Association.

P. MULTIPLE UNITS. No Owner may own more than one Unit in the Project except the Developer may own any number of Units in the Project

Q. FENCING. No fences may be erected or maintained on the Project except a privacy fence between patios as built by the Developer prior to occupancy of an Owner.

4.2 ALTERATION OF UNITS. An Owner shall not do any work that will impair the structural soundness or integrity of the mechanical systems or the support of any portion of a Unit or impair any easement in the Project without Board Approval. Owners of Units shall not be allowed to relocate the boundaries between adjoining Units.

#### 4.3 REGULATION OF COMMON ELEMENTS.

A. IMPLEMENTATION OF RULES. Reasonable rules and regulations governing the use of the Common Elements, or the use of the Limited Common Elements, by Owners and by their guests, tenants and invitees may be promulgated by the Executive Board. Each Owner

is hereby required to strictly comply with said rules and regulations, and shall be responsible to the Association for the compliance therewith by their respective family members, relatives, tenants, guests and invitees.

**B. LIMITED EASEMENT.** To the extent and solely for the purposes that any General Common Elements are established upon the Project and subject to the express limitations set forth in this Declaration, every Owner shall have a right and easement of enjoyment to such General Common Elements, which right and easement shall be appurtenant to the title of each Unit and be subject to any recorded restrictions, reservations, encumbrances and easements over said General Common Elements. Additional restrictions on the use of the General Common Elements may be enacted in accordance with subsection 4.3 a. above, which rules and regulations shall be a restriction upon every Owner's right and easement of enjoyment to such General Common Elements. In the event that any ingress or egress to or from any Unit within the Project is through any such General Common Elements, the Owner of said Unit shall have a nonexclusive easement for pedestrian ingress or egress to such Unit over the necessary portion of said General Common Elements. The use, maintenance and operation of the General Common Elements shall not be obstructed, damaged or unreasonably interfered with by any Owner, and may be subject to lease, concession or easement, presently in existence or entered into by the Executive Board at some future time. Any Owner may temporarily extend his right of enjoyment to the General Common Elements to the members of his family, guests, occupants, and permitted tenants.

**C. UTILITY EASEMENTS.** Easements for installation and maintenance of utilities and drainage facilities are as shown on the Plat. Such easements shall include the right to ingress and egress for construction and maintenance purposes. Within these easements, no structure, planting, or other material shall be placed or permitted to remain that may damage or interfere with the installation and maintenance of utilities, or which may change the direction or flow of drainage channels in the easements. The easement areas in the Common Elements and all improvements therein shall be maintained continuously by the Association except for those improvements for which a public authority or utility company has assumed responsibility in writing.

**D. LANDSCAPE EASEMENTS.** Landscape Easements shall include the right of ingress and

egress for construction and maintenance purposes. No Owner shall, within these Landscape Easements, erect, install, or maintain any structure, fence, or other improvement. The area within any such Landscape Easements shall be maintained by the Association.

4.4 SUBJECT TO DECLARATION AND BYLAWS. Every Owner's interest of ownership, use and enjoyment of his Unit and in the Common Elements shall be subject to the restrictions set forth in this Declaration and the Articles of Incorporation and Bylaws of the Association, and be subject to the powers of the Association contained therein.

## ARTICLE 5

### MANAGEMENT AND ADMINISTRATION

5.1 ASSOCIATION. The administration of the Project shall be governed by the Association in accordance to the Articles of Incorporation and Bylaws adopted by the Association. The Association shall be managed by an Executive Board, duly appointed or elected pursuant to the terms and conditions of this Declaration and the Bylaws. The number of persons to serve on the Executive Board shall be determined in accordance with the Bylaws. The Executive Board shall have all authority to manage, maintain, repair, replace, alter and improve the Common Elements owned by the Association and assess and collect funds for the payment thereof, and to do all things, and exercise all rights provided by the Articles of Incorporation and the Bylaws that are not specifically reserved to Owners. The Executive Board may delegate all or any portion of its authority herein or in the Bylaws or Articles of Incorporation to a managing agent. The delegation of authority and responsibility to a managing agent may be evidenced by one or more management contracts which may provide for the payment of reasonable compensation to such managing agent as a Common Expense.

5.2 POWERS OF THE ASSOCIATION. The Association may exercise all powers set forth in its articles of Incorporation and Bylaws, subject however to the terms of this Declaration.

5.3 MEMBERSHIP AND VOTING.

A. Any person or entity upon becoming an Owner of a Unit shall automatically become a

member of the Association. Such membership shall terminate without formal Association action whenever such person ceases to own a Unit; provided, however, such termination shall not relieve or release any such former Owner from any liability or obligation incurred under or in any way connected with this Declaration or the Project during the period of such ownership and membership in the Association, nor impair any rights or remedies which the Executive Board or others may have against such former Owner and member arising out of or in any way connected with such ownership and membership. No certificates of stock shall be issued by the Association, but the Executive Board may, if it so elects, issue a membership card to the Owner of a Unit. Such membership card shall be surrendered to the Association whenever ownership of the Unit designated thereon shall terminate. Unit ownership shall entitle the Owner thereof to cast one vote per Unit. Voting shall not be split among more than one Owner per each Unit.

B. Recognizing the differing requirements of townhouses and patio homes, pertaining to maintenance and improvements that have no financial burden on the community as a whole the Townhome owners and Patio Home owners will have the right to vote independently on issues that are specific only to Townhouses and Patio Homes and may develop their own procedures as to the administration of these matters.

5.4 INSURANCE. The Association shall may maintain, to the extent reasonably available, property and casualty insurance insuring the risk of loss to the Buildings, Units, General Common Elements owned by the HOA.

5.5 FIDELITY INSURANCE. The Association shall maintain a blanket fidelity insurance policy covering anyone who handles or is responsible for funds held or administered by the Association. The policy shall name the Association as the insured and the premiums shall be paid as a Common Expense. The policy must provide that it may not be canceled or substantially modified until after ten days' written notice to the Association and each First Mortgagee at their last known addresses. Any management company that handles funds for the Association shall carry its own fidelity insurance policy with the same minimum coverage as required for the Association. The policy shall cover a minimum of three months of Common Assessments on all Units in the Project. The

Association shall guard against theft of funds by maintaining separate bank accounts for the Common Expenses Account and the Replacement Reserve Account and this Emergency Working Capital Account. Any management company used to administer funds shall not have the authority to draw checks on or to transfer funds from any Association account.

## ARTICLE 6

### MAINTENANCE AND ASSESSMENTS

6.1 ASSOCIATION MAINTENANCE. In addition to any and all powers, rights, duties and privileges of the Association described in Article 5 above, the Association shall maintain, repair and replace the Common Elements including, with limitation:

- A. Lights, gateways, entrances, monuments, walkways, and other improvements in the Common elements to the extent said maintenance and repair is not the obligation of a utility company or the City.
- B. The Streets and Curbs of the Project.
- C. The trees within the project.

6.1.1 UNIT OWNER MAINTENANCE. Each Unit Owner shall repair and maintain the interior and exterior of their Unit, and all components thereof.

- A. The exterior of each Building will include paint, repair, replacement and care of siding, roofs, gutters, downspouts, exterior building surfaces and other exterior improvements. For the purpose of Townhome maintenance responsibility: the owner of the unit will be responsible for the exterior walls and roof that is attached to the footprint of the building owned.
- B. Without limiting the generality of the foregoing, this repair and maintenance responsibility of a Unit Owner shall include repair, maintenance, and replacement of all appliances, plumbing fixtures, and electrical fixtures, and all windows, screens and doors, including the frames, sashes and jambs and hardware therefore.
- C. Except for those specific items listed as an Association responsibility in Section 6.1, each



Unit Owner shall repair and maintain the exterior of his or her Unit

D. In the event a Unit Owner fails to timely make a repair or perform maintenance required of such Unit Owner, or in the event the need for maintenance or repair of any of the Common Elements (including, without limitation, any trunk or branch utility lines) is caused by the negligent or intentional act of any Unit Owner or Occupant, or as a result of the failure of any Unit Owner or his, her, or its predecessors in title to timely pursuit to a conclusion a claim under any warranty, express or implied, the Association may perform the same, and if the cost of such repair or maintenance is not covered by insurance, whether because of a deductible or otherwise, the cost thereof shall constitute a special individual Unit Assessment on the Unit Owner's Unit and on the Unit Owner. The determination that such maintenance or repair is necessary, or has been so caused by the Unit Owner shall be made by the Executive Board. In addition, each Unit Owner agrees to pay for utility services separately metered or separately charged by the utility company to that Unit and to reimburse the Association for that Owner's Unit's share of any utility cost that the Executive Board reasonably determines is attributable to use by that Owner's Unit. All other utility costs shall be Common Expenses and paid by the Association.

6.2 ASSESSMENTS. Each Owner of a Unit, whether or not it shall be so expressed in any deed or other conveyance, is deemed to covenant and agree to pay to the Association annual assessments, special assessments, fines and other charges as-provided in this Declaration. Such annual and special assessments shall be fixed, established, and collected from time to time as hereinafter provided. The annual and special assessments, together with interest thereon at the rate of eighteen percent (18%) per annum or the highest lawful rate, whichever is lower, and the costs of collection thereof, including, but not limited to, reasonable attorney's fees and court costs, shall be a charge on the Unit and shall be a continuing lien thereon from the date such charge or assessment was first due. Each such assessment, together with such interest, costs, and reasonable attorneys' fees, shall also be the personal obligation of the Owner of such Unit at the time when the assessment first came due.

6.3 PURPOSE OF ASSESSMENTS. The assessments levied by the Association shall be used exclusively for the purpose of preserving and enhancing the values, amenities, opportunities, environment, desirability, and attractiveness of the Project, and for carrying out the powers and duties of the Association, and for any other purpose that is necessary or desirable for the maintenance and improvement of the Project or that is of general benefit to the Owners.

6.4 AMOUNT OF ASSESSMENTS.

A. The Executive Board shall adopt a proposed annual budget (the "Annual Budget") setting forth the amount of the Common Expenses for the upcoming year by October 31st of the preceding year. Within 30 days after adoption of any proposed Annual Budget, the Executive Board shall provide a summary of the budget to all Unit Owners and shall set a date for a meeting of the Unit Owners to consider ratification of the Annual Budget, which date shall be not less than fourteen nor more than thirty days after mailing of the summary. Unless at that meeting two-thirds of all Unit Owners reject the Annual Budget proposed, the Annual Budget is ratified, whether or not a quorum is present at the meeting of Unit Owners. In the event the proposed budget is rejected, the periodic Annual Budget last ratified, whether or not a quorum is present at the meeting of Unit Owners. In the event the proposed budget is rejected, the periodic Annual Budget last ratified by the Unit Owners shall be continued until such time as the Unit Owners ratify a subsequent budget proposed by the Executive Board.

B. The Common Assessments shall be determined by the Executive Board based upon the ratified Annual Budget. Each Annual Budget shall reflect the cash requirements necessary to provide for the payment of all estimated Common Expenses. The omission or failure of the Executive Board to fix the Common Assessment for any period of time shall not be deemed a waiver or modification or a release of any Owner from the obligation to pay such assessment. Written notice of each Owner's Common Assessment for the entire year shall be given to each Owner by January 9th of each year.

C. The Executive Board may at any time during the year, if it determines such increase is necessary to pay the Common Expenses, increase the quarterly Common Assessments

without a vote of the Members, by a percentage not to exceed ten percent of the approved Common Assessment for January of that same year. Any increase in annual assessments shall continue in effect in subsequent calendar years.

D. The Executive Board shall establish a separate Common Expenses Account and a separate Contingency Fund. The Common Expenses Account shall be funded with 90-95% of the Common Assessments collected by the Association and the Contingency Fund shall be funded with 15-10% of said Common Assessments. Funds in the Common Expenses Account shall be used as provided in Section 6.3 of the Declaration. Funds in the Contingency Fund shall be used for the sole purpose of replacement of improvements to the Common Elements and those Limited Common Elements the Association is obligated to maintain.

**6.5 SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS.** In addition to the Common Assessments authorized above, the Executive Board may levy upon all Units uniformly, in any calendar year, a special assessment applicable to that year only, for the purpose of defraying, in whole or part, the cost of any construction, reconstruction, repair, or replacement of a capital improvement upon the Project, including fixtures and personal property related thereto, or the cost of any other Common Expenses which were not budgeted or for which an insufficient amount was budgeted, provided that any such assessment shall have the assent of two-thirds of all Owners entitled to vote who are voting in person or by proxy at a meeting duly called for this purpose. The Owners shall be given written notice of the special assessment meeting date, which date shall be not less than fourteen nor more than thirty days after sending the notice.

**6.6 COMMENCEMENT OF ASSESSMENTS.** The Common Assessments and all other assessments provided for herein shall commence as to an individual unit on the date the Unit becomes occupied by the Owner or an Occupant. The quarterly assessment for any partial quarter shall be prorated. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified units have been paid. A properly executed certificate of the Association as to the status assessments on a Unit are binding upon the Association as of the date of its issuance.

6.7 LIEN FOR DELINQUENT DUES AND ASSESSMENTS. As provided herein, the Association may set dues and exact assessments to provide for the operation and maintenance of the common areas and otherwise fulfill its duties and obligations to its members as authorized and mandated herein or as may from time to time be adopted by the membership regular order. To secure collection of these sums as may become delinquent, as herein below defined; the association may lien against the property of the delinquent owner with the office of the Johnson County Recorder of Deeds setting out the sum due, the rate of interest accruing thereon and cause a copy of same to be served on the delinquent owner by regular 1st class mail addressed to the owner at the address of the property subject to the lien. All costs of enforcement of the lien and collection of the sums due, inclusive of filing fees, attorney's fees and all other costs incurred by the Association in the course of collection shall be added to the sum owed and by payable in full by the delinquent owner. Upon receipt of all sums due, the Association shall promptly release the lien.

A. Any assessments that are not paid when due shall be delinquent. If the assessment is not paid within ten days after the due date, the assessment shall bear interest from the due date at the rate of the lower of 18% per annum or the highest lawful rate. The Association may bring an action at law against the Owner personally obligated to pay any assessment, and/or may foreclose, by judicial proceeding or power of sale, the lien against the Unit for unpaid assessments, and interest, costs, and reasonable attorneys' fees of any such actions shall be deemed additional assessments subject to such lien. For purposes of securing payment of assessments as herein provided, each Unit subject to assessment hereunder shall be deemed to be conveyed in trust to whomever shall, from time to time, hold the position of President of the Association, whom acting as trustee, may foreclose by power of sale the lien for delinquent assessments hereunder upon giving notice and proceeding in the same manner as is required by law for foreclosure of deeds of trust by power of sale in the State of Missouri. In Addition to the forgoing, in the event that an Owner fails to pay any assessment levied pursuant to this Declaration on or before the date that any such assessment becomes due and payable, any voting rights of such Owner shall be suspended completely until any such delinquent assessment, together with

interest thereon, costs, and reasonable attorneys' fees, have been paid to the Association in full. Each Owner, to the extent permitted by law, hereby waives, to the extent of any liens created at any time pursuant to this Declaration, the benefit of any redemption, homestead, or exemption laws of the State of Missouri now in effect, or in effect from time to time hereafter.

B. The lien of assessments provided for herein shall be subordinate to the lien of any deed of trust given to secure financing for the purchase of the Unit, and such subordination shall apply only to the assessments or installments thereof that become due and payable prior to the sale of such property pursuant to a judicial foreclosure or power of sale foreclosure under such First Mortgage, or prior to a conveyance of the subject Unit to the First Mortgagee in lieu of foreclosure, as applicable. Any such foreclosure or conveyance in lieu of foreclosure shall not relieve the person or persons who were the Owner or Owners of the Unit at the time when assessments fell due from personal liability for assessments or installments thereof becoming due prior to any such foreclosure or conveyance in lieu of foreclosure, and any such foreclosure or conveyance in lieu of foreclosure shall not relieve the subject Unit from liability for assessments or installments thereafter becoming due not from the lien of any such subsequent assessments or installments.

#### ARTICLE 7 GENERAL PROVISIONS

7.1 **ENFORCEMENT.** Enforcement of the covenants, conditions, restrictions, reservations, easements, liens, fines and charges set forth in this Declaration, and enforcement of the Bylaws and the rules, regulations, decisions, and resolutions of the Association adopted pursuant thereto, shall be as herein provided or otherwise by any proceeding at law or in equity against any person or persons violating or attempting to violate any such covenants, conditions, restrictions, reservations, easements, liens, and charges, either to restrain violation or to recover damages or both, and against the land or Unit, as applicable, to enforce any lien or charge created by this Declaration. Actions to recover sums due for damages or for injunctive relief, or both, shall be maintainable by the Declarant, by the Association on behalf of the Owners, or, to the extent permitted by law, by an aggrieved Owner. Owners shall have a similar right of action against the



Association in the event of failure by the Association to comply with this declaration or the Bylaws. Failure by Declarant, or any Owner, to enforce any covenants, conditions, restrictions, reservations, easements, liens, or charges herein contained, or any delay in such enforcement, shall in no event be deemed a waiver of the right to do so thereafter.

7.2 TERM AND AMENDMENT. The provisions of this Declaration shall run with and bind the Project for a term of twenty years, commencing on the date hereof, after which period the provisions of this Declaration shall be automatically extended for successive terms of ten years. The provisions of this Declaration may be amended by the affirmative vote by Owners representing at least 67% of the total votes in the present in an Association Meeting. Ballots may also be counted by written or electronic ballot. Written and electronic ballots will only be counted if received at the time of the vote in an Association Meeting. Any such amendment shall be effective upon the date that such instrument shall be properly executed, acknowledged, and filed of record in the Office of the Recorder of Deeds for Johnson County, Missouri.

7.3 LIABILITY. To the fullest extent permitted by law, neither Developer, nor the Executive Board, nor any members, agents, representatives, directors or officers thereof, nor any other members of committees of the Association, shall be liable to any Owner nor to any Occupant, nor to any other person or entity, for any damage, loss, or prejudice arising from, or claimed on account of, any approval or disapproval of, or other decision regarding, any plans or specifications, or arising from, or claimed on account of, any other action or inaction reasonably believed to be within the scope of rights, powers, and duties hereunder or otherwise.

7.4 NOTICES. Any notices required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been properly given upon hand delivery to a Unit, or when mailed, postage prepaid, to the last known address of the person who appears as such Owner on the records of the Association at the time of such delivery or mailing. Notices may also be e-mailed to the last known email address of the person of the Owner of record.

7.5 LANGUAGE VARIATION. The use of pronouns, or of the singular or plural, or masculine or

feminine, as used herein shall be deemed to be changed as necessary to conform to actual facts.

7.6 SEVERABILITY. If any provision in this Declaration or application thereof to anyone or under any circumstances is adjudicated by any court of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision or application of this Declaration that can be given effect without the invalid or unenforceable provision or application and such invalid or unenforceable provision shall be modified and enforced to the fullest extent permitted by law.

7.7 TERMINATION OF DECLARATION. Except in the case of a taking of all the Units by eminent domain, this Declaration may be terminated by the affirmative vote of Owners of Units to which at least eighty percent of the votes in the Association are allocated. In addition to the vote of the Owners of Units, the affirmative vote of First Mortgagees representing at least 51% of the votes of Unit Owners owning Units subject to First Mortgagees is required to terminate this Declaration after substantial destruction or condemnation of the Project occurs.

7.8 ASSOCIATION AS ATTORNEY-IN FACT. The Association is designated to represent the Owners in any proceedings, negotiations, settlements or agreements relating to the condemnation, destruction, liquidation or termination of the Project. Each Unit Owner appoints the Association as its attorney-in-fact for this purpose. Any proceeds from such proceedings shall be payable to the Association in trust for the benefit of the Owners and their First Mortgagees.

## ARTICLE 8

### PROTECTION OF MORTGAGEES

8.1 NOTICE OF MEETINGS. The Association shall furnish each First Mortgagee, upon written request from such First Mortgagee, prior written or email notice of all meetings of the Association and shall permit the designation of a representative of such First Mortgagee to attend such meetings.

8.2 NOTICE OF DAMAGE, DESTRUCTIONS, CONDEMNATION OR LAPSE OF INSURANCE. The Association shall furnish each First Mortgagee, upon written request from a

First Mortgagee, timely written notice of any substantial damage or destruction that affects either a material portion of the Project or the Unit covered by said First Mortgagee's lien if such loss reasonably is expected to exceed Four Thousand Dollars, and of any lapse, cancellation or material modification of any insurance policy required, to be maintained by the Association and of any condemnation loss that affects either a material portion of the Project or the Unit covered by said First Mortgagee's lien.

8.3 AUDITED FINANCIAL STATEMENTS. The Association shall, if it receives written request for same from any first Mortgagee, furnish to such First Mortgagee an unaudited financial statement of the Association for the preceding fiscal year. Such unaudited financial statement shall be available within 120 days after the end of the Association's fiscal year.

8.4 TERMINATION OR AMENDMENT TO DECLARATION. The provisions of Sections 7.2 and 7.7 of this Declaration require the affirmative vote of a specified number of First Mortgagees for the termination of and for certain amendments to the Declaration. The Association shall, upon written request for a First Mortgagee, provide written notice to such First Mortgagee of any proposed action that requires the consent or approval of a specified number of First Mortgagees.

EXHIBIT A

PROJECT LEGAL DESCRIPTION

That part of the Northwest quarter of the Northwest quarter of Section 32, Township 46 North, Range 25 West, Warrensburg; Johnson County, Missouri, described as follows:

Commencing at the Northwest corner of Section 32, T46N, R25W; thence N87°27' 14"E along the North Line of said Section 32, a distance of 629.97 feet; thence S02°27'01"E, a distance of 59.69 feet to a point on the South right-of-way line of Missouri State Route "DD", being also the point of beginning; thence N87°25'24"E along said South right-of-way line, a distance of 629.98 feet to the Northwest corner of Lot 60, "Lakeridge", a subdivision in Warrensburg, Johnson County, Missouri; thence S02°41'14"E, along the West line of said "Lakeridge", a distance of 606.50 feet; thence S87° 25'24"W, a distance of 330.00 feet; thence S02°41'14"E, a distance of 0.04 feet; thence S87°33'20"W, a distance of 302.49 feet; thence N02°27'01"W, a distance of 605.84 feet to the point of beginning; containing 8.787 acres, more or less and being subject to all easements, rights of way and reservations of record.

Being the same real property described by Final Plat Savannah Commons 1<sup>st</sup> Plat, a subdivision in Warrensburg, Johnson County, Missouri according to Plat recorded August 1,2001 in Plat Book 11, Pages 203-204.





In the State of Missouri, County of Johnson, on this 22<sup>nd</sup> day of October  
2021 before the undersigned, a Notary Public, in and for said County and State, personally  
appeared Hank Hamann, to me personally known, who being by me duly sworn  
did say that <sup>he</sup> ~~her~~ is President of the corporation named in the foregoing  
Subordination, and that the seal thereto affixed is the corporate seal of the corporation and that said  
Subordination was signed and sealed in behalf of said corporation by authority of its Board of Directors  
and said \_\_\_\_\_ acknowledged said instrument to be the free act and deed of said  
corporation. Witness my hand and seal subscribed and affixed in said County and State, the day and year  
above written.

Dianna Thompson

Notary Public

[SEAL]



My Commission Expires: 9/30/2024

Savannah Commons  
(a Missouri Not-for-Profit Corporation)

Declaration of easements, covenants and  
restrictions.

HomeOwners Association Address:

1213 Half Day Drive  
Warrensburg, Mo 64093

Legal Description:

See Exhibit A