BILL NO. 2283 ORDINANCE NO. 2262

AN ORDINANCE AMENDING CHAPTER 405 OF THE PARKVILLE ZONING CODE TO REZONE 75.19 ACRES FROM COUNTY ZONING "AG" AGRICULTURAL DISTRICT TO "R-4 CUP" MULTIPLE-FAMILY RESIDENTIAL COMMUNITY UNIT PLAN AND APPROVING A COMMUNITY UNIT PLAN FOR SINGLE FAMILY HOUSES, CONDOMINIUMS, ROW HOUSES AND APARTMENTS ON SAID ACREAGE.

WHEREAS, on May 9, 2006, the Parkville Planning and Zoning Commission voted 7 to 2 to recommend approval of the proposed zoning and community unit plan subject to enumerated conditions,

WHEREAS, minutes of said meeting are attached hereto and incorporated herein by reference,

WHEREAS, all public notices and hearings required by the Zoning Code have been posted and held,

NOW THEREFOR, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF PARKVILLE, MISSOURI, AS FOLLOWS:

Section 1. Section 405 of the Parkville Zoning Code is hereby amended to rezone 75.19 acres, legally described in Exhibit A, attached hereto and incorporated herein by reference, from county zoning "AG" Agricultural District to City zoning "R-4 CUP" Multiple-Family Residential Community Unit Plan.

Section 2. A Community Unit Plan for single family houses, condominiums, row houses and apartments on said acreage, as shown in Exhibits B, C, D, E, F, G & H, attached hereto and incorporated herein by reference, is hereby approved for the land described in Exhibit A.

Section 3. Approval of the Community Unit Plan does not constitute final approval of the street layout, lot configuration, or other matters which are subject to final approval of plans and plats per Chapter 459 of the Parkville Municipal Code and any conditions of approval of the Board of Aldermen attached hereto and incorporated herein by reference.

PASSED and APPROVED this 6th day of June, 2006.

Kathryn Dusenbery
Mayor Kathryn Dusenbery

ATTESTED: Claudia Willhite
Assistant City Clerk Claudia Willhite

1201 East Street
Parkville, MO 64152
(816) 741-9313
(816) 741-8652 FAX

Date Submitted 2-6-06
Hearing Date 3-14-06
Case Number P206-13

City of Parkville
Case # ORD 2262
Exhibit # A-1

Application for Zoning Map Revision (Rezoning) Before the Parkville Planning and Zoning Commission And Parkville Board of Aldermen

1. Owner/Applicant Information

Applicant: Peridian Group, Inc.
Address: 206 E. Main St.
Gardner, KS 66030
Phone: 913-856-7899
Fax: 913-856-7644

Owner: Northland Acquisition LLC
Address: 2400 NW Prairie View Rd
Platte City MO 64079
Phone: 816-858-5000
Fax: 816-858-5300

Owner's signature (Required) We, the owner(s) of the herein referenced property, authorize submittal of this application and certify all information contained herein is true and correct.

2. Property Information

Legal description: Attach a separate sheet with complete legal description of the property.

Present zoning: Ag
Proposed zoning: RP-4 (Large Scaled Development CUP)

Present use of the property: undeveloped / agriculture.

Length of vacancy (if any): N/A

3. Neighboring land uses and zoning

Describe the zoning classifications and uses on the neighboring properties:

	Land use	Zoning classification
North:	undeveloped	Commercial
South:	undeveloped	Agriculture
East:	undeveloped	Agriculture
West:	undeveloped / Interstate 435	Agriculture

General character of the neighborhood: undeveloped / Agricultural use

PZ06-13

Effects of the proposed rezoning on nearby property: Rezoning will add to improvement of public infrastructure.

Are roads and utilities sufficient to serve the uses permitted by the proposed zoning district?
Explain: Development will improve roads and utilities to the area.

Other comments or factors relating to this request to rezone: _____

4. Checklist of required submittals

- ☑ Nonrefundable application fee of $75.00. Applicant will be billed to recover costs for required publication and certified notice to adjacent property owners (costs are estimated at $21.00 publication charge and $4.44 per property owner within 185')
- ☑ Names and addresses of all property owners within 185' of the property to be rezoned.
- ☑ Complete legal description of property to be rezoned.
- ☑ Site plan sketch showing existing buildings and adjacent public roadways (ledger size).
- ☑ If proposed rezoning is for a "planned" district (i.e. B-4, OTD), a complete site plan with surveyed property boundaries, existing and proposed buildings and uses, existing and proposed topography, existing and proposed utilities, landscaping, signage, parking and any other site features must accompany the application (3 large copies and 15 ledger size copies).
- ☑ Authorization signature of the owner of the property to be rezoned.

Application accepted as complete by: _____
Community Development Director date

For City Use Only

Planning Commission	Board of Aldermen
Public hearing date: 3-14-06; 4-11-06; 4-26-06; 5-9-06.	Meeting date: 6-6-06
Publication date:	Determination:
Recommendation: Approval w/ Conditions	Ordinance No.:

Date Submitted 2-6-06
Hearing Date 3-14-06
Case No. P20674

COMMUNITY DEVELOPMENT
1201 East Street
Parkville, MO 64152
(816) 741-9313
(816) 741-8652 FAX

City of Parkville
Case # ORD. 2262
Exhibit # A-2

Application for Planned District Development Permit Before the Parkville Planning and Zoning Commission And Parkville Board of Aldermen

1. Owner Information
Name: Northland Acquisition LLC
Address: 2400 NW Prairie View Rd
City, State: Platte City MO 64079
Phone: 816 858-5000 Fax: 816 858-5300
E-mail:

Developer(s), if different from owner
Name: Don Bell, Jr., DBH Development Inc.
Address: 24455 W. 119th St.
City, State: Olathe, KS 66061
Phone: 913-782-7508 Fax: 913-782-1075
E-mail:

Engineer and/or surveyor(s) preparing plat
Name: Peridian Group, Inc.
Address: 206 E Main St.
City, State: Gardner KS 66030
Phone: 913-856-7899 Fax: 913-856-7644
E-mail: jriggs@peridiangroup.com

Contact Person
Name: Joel Riggs
Address: 206 E. Main St.
City, State: Gardner KS 66030
Phone: 913-856-7899 Fax: 913-856-7644
E-mail:

We, the undersigned, do hereby authorize the submittal of this application and associated documents and certify that all information contained therein is true and correct:

Owner's signature _____
(Required)

2. Property Information

Planned zoning district: Large Scale Development CUP
Address or location: (See attached legal)
If no address issued, submit legal description for issuance at building permit phase
Proposed use(s): mixed residential Development

Is proposal an alteration to an existing building or new construction? New Construction

3. Public Improvements
Are any public improvements required for this project? yes
Explain: water, sewer & streets

⇒ **All public improvements must be designed to city standards and require design approval and permits prior to installation.**

Please note below other comments or factors relating to the proposed development:

Date Submitted 2-6-06
Hearing Date 3-14-06
Case No. PZ06-10

4. Checklist of required submittals

- ☑ Completed application.
- ☑ Nonrefundable application fee of $75.00.
- ☑ Fifteen (15) copies 24" x 36" size, or larger, and one (1) 11 x 17 size copy of the development plan showing features associated with the site such as structures, parking, access, loading areas and signage. The site plan should also show the accurate dimensions of the property and any features.
- ☑ Fifteen (15) copies 24" x 36" size, or larger, and one (1) 11 x 17 size copy of the floor plan and elevation views of the structure (2 complete sets of sealed building plans must be submitted to the Building Safety Division of the Community Development Department and the South Platte Fire Protection District for code compliance review before construction can occur).
- ☑ Fifteen (15) copies of any supporting documentation desired for presentation to the Planning Commission. Please note: after approval by the Planning Commission, 27 copies of the 11 X 17 plan and any supporting information will be required to submit to the Board of Aldermen.
- ☑ Authorization signature of the owner of record of the property.

Application accepted as complete by: _____
Community Development Director Date

For City Use Only

Planning Commission	Board of Alderman
Meeting date: 3-14-06; 4-11-06	Meeting Date: 6-6-06
Recommendation: 4-26-06; 5-9-06. Approval	
Conditions: See minutes	PIP approval:

FILE COPY

February 3, 2006

City of Parkville
ORD 2262
Exhibit # A-3

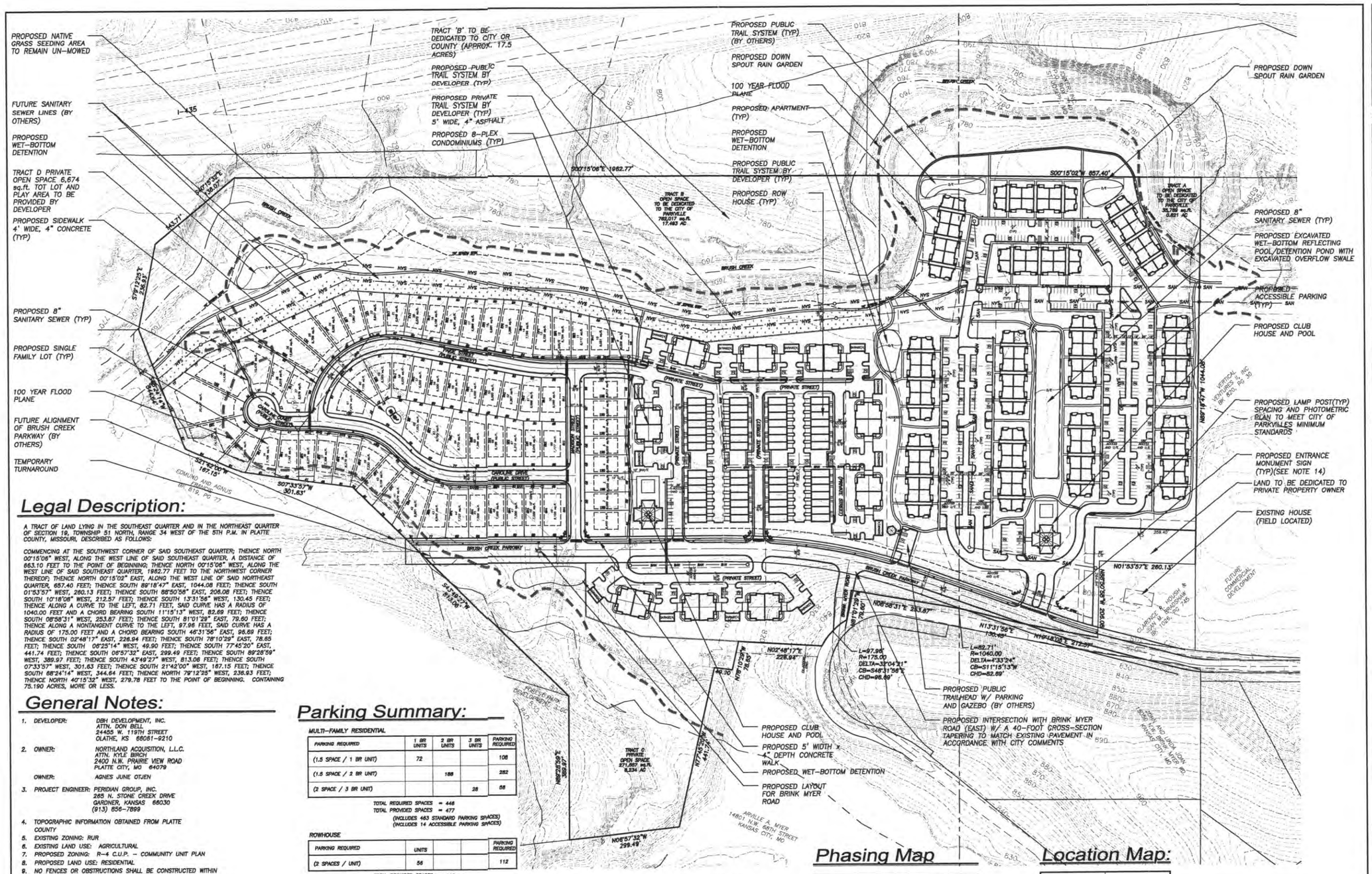
05517

TOTAL TRACT
DESCRIPTION

A TRACT OF LAND LYING IN THE SOUTHEAST QUARTER AND IN THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 51 NORTH, RANGE 34 WEST OF THE 5TH P.M. IN PLATTE COUNTY, MISSOURI, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER; THENCE NORTH 00°15'06" WEST, ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 663.10 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00°15'06" WEST, ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER, 1962.77 FEET TO THE NORTHWEST CORNER THEREOF; THENCE NORTH 00°15'02" EAST, ALONG THE WEST LINE OF SAID NORTHEAST QUARTER, 657.40 FEET; THENCE SOUTH 89°18'47" EAST, 1044.08 FEET; THENCE SOUTH 01°53'57" WEST, 260.13 FEET; THENCE SOUTH 88°50'58" EAST, 206.08 FEET; THENCE SOUTH 10°18'08" WEST, 212.57 FEET; THENCE SOUTH 13°31'56" WEST, 130.45 FEET; THENCE ALONG A CURVE TO THE LEFT, 82.71 FEET, SAID CURVE HAS A RADIUS OF 1040.00 FEET AND A CHORD BEARING SOUTH 11°15'13" WEST, 82.69 FEET; THENCE SOUTH 08°58'31" WEST, 253.87 FEET; THENCE SOUTH 81°01'29" EAST, 79.60 FEET; THENCE ALONG A NONTANGENT CURVE TO THE LEFT, 97.96 FEET, SAID CURVE HAS A RADIUS OF 175.00 FEET AND A CHORD BEARING SOUTH 46°31'56" EAST, 96.69 FEET; THENCE SOUTH 02°48'17" EAST, 226.94 FEET; THENCE SOUTH 78°10'29" EAST, 78.65 FEET; THENCE SOUTH 06°25'14" WEST, 49.90 FEET; THENCE SOUTH 77°45'20" EAST, 441.74 FEET; THENCE

SOUTH 06°57'32" EAST, 299.49 FEET; THENCE SOUTH 89°28'59" WEST, 389.97 FEET; THENCE SOUTH 43°49'27" WEST, 813.06 FEET; THENCE SOUTH 07°33'57" WEST, 301.63 FEET; THENCE SOUTH 21°42'00" WEST, 167.15 FEET; THENCE SOUTH 68°24'14" WEST, 344.64 FEET; THENCE NORTH 79°12'25" WEST, 236.93 FEET; THENCE NORTH 40°15'32" WEST, 279.78 FEET TO THE POINT OF BEGINNING. CONTAINING 75.190 ACRES, MORE OR LESS.



Legal Description:

A TRACT OF LAND LYING IN THE SOUTHEAST QUARTER AND IN THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 51 NORTH, RANGE 34 WEST OF THE 5TH P.M. IN PLATTE COUNTY, MISSOURI, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER; THENCE NORTH 00°15'06" WEST, ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 663.10 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00°15'06" WEST, ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER, 1962.77 FEET TO THE NORTHWEST CORNER THEREOF; THENCE NORTH 00°15'02" EAST, ALONG THE WEST LINE OF SAID NORTHEAST QUARTER, 657.40 FEET; THENCE SOUTH 89°18'47" EAST, 1044.08 FEET; THENCE SOUTH 01°53'57" WEST, 260.13 FEET; THENCE SOUTH 88°50'58" EAST, 208.08 FEET; THENCE SOUTH 10°18'08" WEST, 212.57 FEET; THENCE SOUTH 13°31'56" WEST, 130.45 FEET; THENCE ALONG A CURVE TO THE LEFT, 82.71 FEET, SAID CURVE HAS A RADIUS OF 1040.00 FEET AND A CHORD BEARING SOUTH 11°15'13" WEST, 82.69 FEET; THENCE SOUTH 08°58'31" WEST, 253.87 FEET; THENCE SOUTH 81°01'29" EAST, 79.60 FEET; THENCE ALONG A NONTANGENT CURVE TO THE LEFT, 97.96 FEET, SAID CURVE HAS A RADIUS OF 175.00 FEET AND A CHORD BEARING SOUTH 46°31'56" EAST, 96.69 FEET; THENCE SOUTH 02°48'17" EAST, 226.94 FEET; THENCE SOUTH 78°10'29" EAST, 78.85 FEET; THENCE SOUTH 06°25'14" WEST, 49.90 FEET; THENCE SOUTH 77°45'30" EAST, 441.74 FEET; THENCE SOUTH 06°57'32" EAST, 299.49 FEET; THENCE SOUTH 89°28'59" WEST, 389.97 FEET; THENCE SOUTH 43°49'27" WEST, 813.06 FEET; THENCE SOUTH 07°33'57" WEST, 301.63 FEET; THENCE SOUTH 21°42'00" WEST, 167.15 FEET; THENCE SOUTH 68°24'14" WEST, 344.64 FEET; THENCE NORTH 79°12'25" WEST, 236.93 FEET; THENCE NORTH 40°15'32" WEST, 279.78 FEET TO THE POINT OF BEGINNING. CONTAINING 75.190 ACRES, MORE OR LESS.

General Notes:

1. DEVELOPER: DBH DEVELOPMENT, INC. ATTN. DON BELL 24455 W. 119TH STREET OLATHE, KS 66061-9210
2. OWNER: NORTHLAND ACQUISITION, L.L.C. ATTN. KYLE BIRCH 2400 N.W. PRAIRIE VIEW ROAD PLATTE CITY, MO 64079
   OWNER: AGNES JUNE OTJEN
3. PROJECT ENGINEER: PERIDIAN GROUP, INC. 285 N. STONE CREEK DRIVE GARDNER, KANSAS 66030 (913) 856-7899
4. TOPOGRAPHIC INFORMATION OBTAINED FROM PLATTE COUNTY
5. EXISTING ZONING: RUR
6. EXISTING LAND USE: AGRICULTURAL
7. PROPOSED ZONING: R-4 C.U.P. - COMMUNITY UNIT PLAN
8. PROPOSED LAND USE: RESIDENTIAL
9. NO FENCES OR OBSTRUCTIONS SHALL BE CONSTRUCTED WITHIN DEDICATED DRAINAGE OR UTILITY EASEMENTS.
10. SIDEWALKS TO BE PROVIDED ON ONE SIDE OF ALL PUBLIC STREETS
11. PUBLIC SHELTERS LOCATED IN BASEMENT OF THE CLUBHOUSES
12. ALL PRIVATE STREETS TO BE CONSTRUCTED TO CITY STANDARDS.
13. ALL PRIVATE STREETS TO BE MAINTAINED BY HOA
14. ENTRANCE MONUMENT SIGN TEXT WILL BE CONSISTENT WITH THE DEVELOPMENT AREA FOR WHICH IT REPRESENTS. THERE WILL THREE DIFFERENT SUB-NAMES WITH IN THE 45 PARK PLACE DEVELOPMENT
15. ALL PRIVATE OPEN SPACE TO BE MAINTAINED BY HOA
16. CLUBHOUSE BUILDING MATERIAL TO MATCH SURROUNDING BUILDING MATERIAL.

Development Summary:

UNIT TYPE	UNIT COUNT	PARKING
APARTMENTS	288	477
APARTMENT CLUBHOUSE		17
ROWHOUSES	56	144
8-PLEX CONDOMINIUMS	72	189
SINGLE-FAMILY LOTS	69	138
SOUTH CLUBHOUSE		14
PUBLIC TRAILHEAD (BY OTHERS)		6
TOTAL	485	985

NOTES:
1) TOTAL LAND AREA = 75.190 ACRES. (INCLUDES BRINK MYER ROAD RIGHT OF WAY.)
2) OVER-ALL DENSITY: 485 / 75.190 = 6.45 DWELLING UNITS PER ACRE
3) PARKING INCLUDES BOTH ENCLOSED AND OPEN SPACES IN ACCORDANCE WITH CITY CODES.

Parking Summary:

MULTI-FAMILY RESIDENTIAL

PARKING REQUIRED	1 BR UNITS	2 BR UNITS	3 BR UNITS	PARKING REQUIRED
(1.5 SPACE / 1 BR UNIT)	72			108
(1.5 SPACE / 2 BR UNIT)		188		282
(2 SPACE / 3 BR UNIT)			28	56

TOTAL REQUIRED SPACES = 446
TOTAL PROVIDED SPACES = 477
(INCLUDES 463 STANDARD PARKING SPACES)
(INCLUDES 14 ACCESSIBLE PARKING SPACES)

ROWHOUSE

PARKING REQUIRED	UNITS			PARKING REQUIRED
(2 SPACES / UNIT)	56			112

TOTAL REQUIRED SPACES = 112
TOTAL PROVIDED SPACES = 144
(INCLUDES 112 STANDARD PARKING SPACES)
(INCLUDES 56 GARAGE PARKING SPACES)
(INCLUDES 2 ACCESSIBLE PARKING SPACES)

8-PLEX CONDOMINIUMS

PARKING REQUIRED	UNITS			PARKING REQUIRED
(2 SPACES / UNIT)	72			144

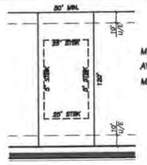
TOTAL REQUIRED SPACES = 144
TOTAL PROVIDED SPACES = 189
(INCLUDES 101 STANDARD PARKING SPACES)
(INCLUDES 88 GARAGE PARKING SPACES)
(INCLUDES 3 ACCESSIBLE PARKING SPACES)

SINGLE FAMILY

PARKING REQUIRED	UNITS			PARKING REQUIRED
(2 SPACES / UNIT)	69			138

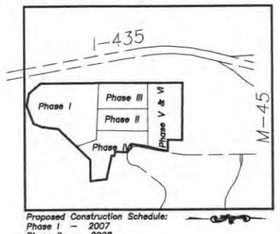
TOTAL REQUIRED SPACES = 138
TOTAL PROVIDED SPACES = 138
(EACH SINGLE FAMILY HOUSE TO HAVE A 2 CAR GARAGE)

Typ. Single Family Lot:



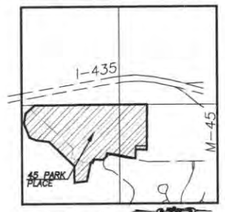
MINIMUM LOT SIZE: = 6,000 SF
AVERAGE LOT SIZE: = 7,000 SF
MAXIMUM LOT SIZE: = 20,000 SF

Phasing Map



Proposed Construction Schedule:
Phase I - 2007
Phase II - 2008
Phase III - 2009
Phase IV - 2009
Phases V & VI - 2008-2010

Location Map:



SECTION 19-T51N-R34W
NOT TO SCALE

SCALE: 1" = 100' - 0"
0' 50' 100' 200' 300' 400'

Peridian Group, Inc.
COMMUNITY PLANNING
CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
LAND SURVEYING
600 ROCKLEDGE ROAD, SUITE A
LAWRENCE, KANSAS 66049
TEL (785) 838-3338 FAX (785) 838-3339

RECEIVED
MAY 15 2006
BY:

45 Park Place

Parkville, Missouri

Preliminary Development Plan

Layout Plan

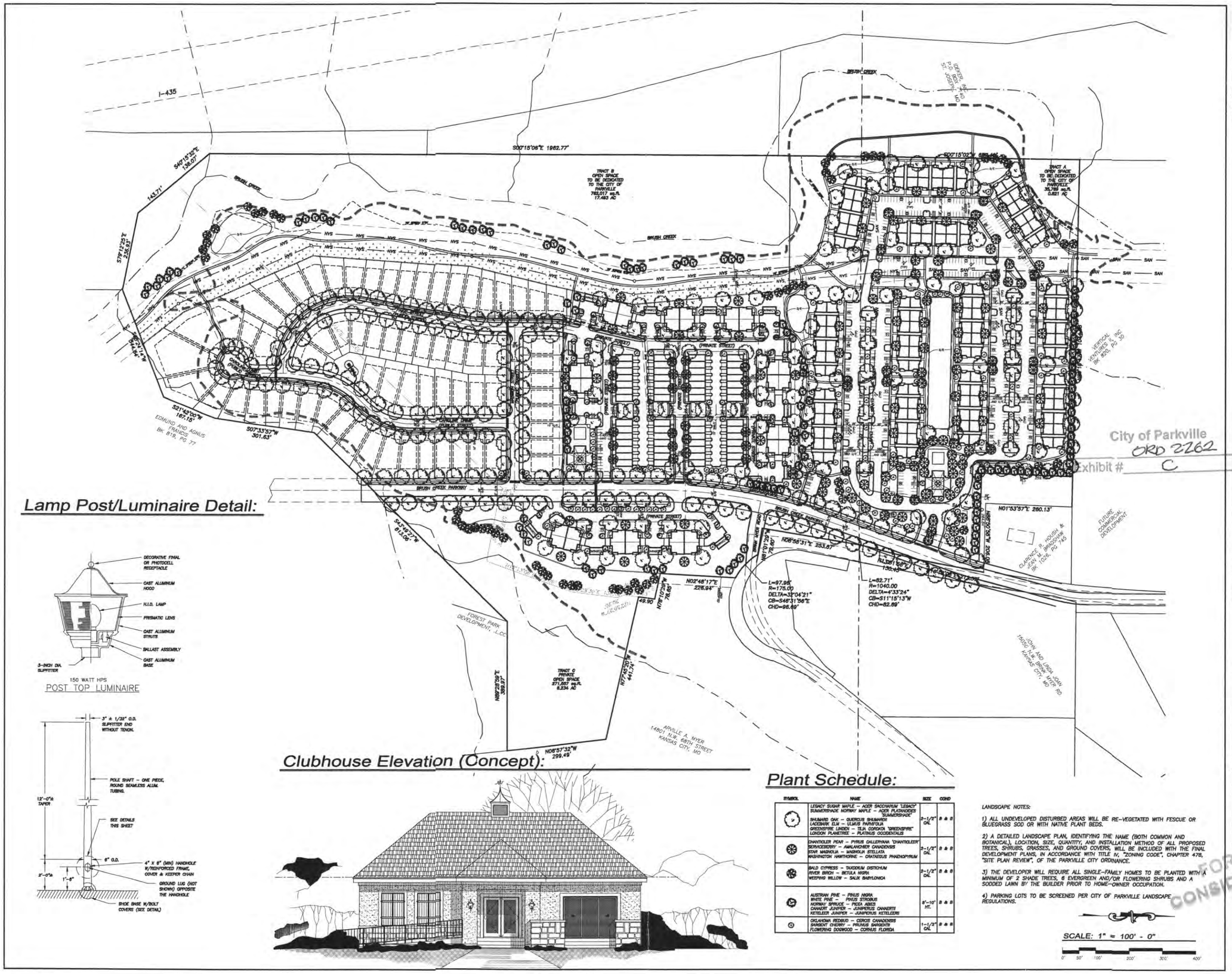
REVISIONS:
MARCH 10, 2006
APRIL 19, 2006
APRIL 24, 2006
MAY 3, 2006
MAY 12, 2006

FOR REVIEW CONSIDERATION ONLY
City of Parkville
Case # ORD 2262
Exhibit # B

PROJECT RECORD:

DIGITAL I.D.:	05517-PDP6
PROJECT NO.:	05517
DATE:	FEB. 6, 2006
DRAWN BY:	KV
CHECKED BY:	WCL
SHEET NO.	1 OF 2 SHEETS

2006 COPYRIGHT



Lamp Post/Luminaire Detail:

Clubhouse Elevation (Concept):

Plant Schedule:

SYMBOL	NAME	SIZE	COND
	LEGACY SUGAR MAPLE – ACER SACCHARUM 'LEGACY' SUMMERSHADE NORWAY MAPLE – ACER PLATANOIDES 'SUMMERSHADE' SHUMARD OAK – QUERCUS SHUMARDII LACEBARK ELM – ULMUS PARVIFOLIA GREENSPIRE LINDEN – TILIA CORDATA 'GREENSPIRE' LONDON PLANETREE – PLATINUS OCCIDENTALIS	2-1/2" CAL	B & B
	CHANTICLEER PEAR – PYRUS CALLERYANA 'CHANTICLEER' SERVICEBERRY – AMLANCHIER CANADENSIS STAR MAGNOLIA – MAGNOLIA STELLATA WASHINGTON HAWTHORNE – CRATAEGUS PHAENOPYRUM	2-1/2" CAL	B & B
	BALD CYPRESS – TAXODIUM DISTICHUM RIVER BIRCH – BETULA NIGRA WEEPING WILLOW – SALIX BABYLONICA	2-1/2" CAL	B & B
	AUSTRIAN PINE – PINUS NIGRA WHITE PINE – PINUS STROBUS NORWAY SPRUCE – PICEA ABIES CANAERT JUNIPER – JUNIPERUS CANADENSIS KETELEER JUNIPER – JUNIPERUS KETELEERI	8'-10' HT.	B & B
	OKLAHOMA REDBUD – CERCIS CANADENSIS SARGENT CHERRY – PRUNUS SARGENTII FLOWERING DOGWOOD – CORNUS FLORIDA	1-1/2" CAL	B & B

LANDSCAPE NOTES:

1) ALL UNDEVELOPED DISTURBED AREAS WILL BE RE-VEGETATED WITH FESCUE OR BLUEGRASS SOD OR WITH NATIVE PLANT BEDS.

2) A DETAILED LANDSCAPE PLAN, IDENTIFYING THE NAME (BOTH COMMON AND BOTANICAL), LOCATION, SIZE, QUANTITY, AND INSTALLATION METHOD OF ALL PROPOSED TREES, SHRUBS, GRASSES, AND GROUND COVERS, WILL BE INCLUDED WITH THE FINAL DEVELOPMENT PLANS, IN ACCORDANCE WITH TITLE IV, "ZONING CODE", CHAPTER 478, "SITE PLAN REVIEW", OF THE PARKVILLE CITY ORDINANCE.

3) THE DEVELOPER WILL REQUIRE ALL SINGLE-FAMILY HOMES TO BE PLANTED WITH A MINIMUM OF 2 SHADE TREES, 6 EVERGREEN AND/OR FLOWERING SHRUBS AND A SODDED LAWN BY THE BUILDER PRIOR TO HOME-OWNER OCCUPATION.

4) PARKING LOTS TO BE SCREENED PER CITY OF PARKVILLE LANDSCAPE REGULATIONS.

SCALE: 1" = 100' - 0"

0' 50' 100' 200' 300' 400'

City of Parkville
ORD 2262
Exhibit # C

Peridian Group, Inc.
- COMMUNITY PLANNING
- CIVIL ENGINEERING
- LANDSCAPE ARCHITECTURE
- LAND SURVEYING

500 ROCKLEDGE ROAD, SUITE A
LAWRENCE, KANSAS 66049
TEL (785) 838-3338 FAX (785) 838-3339

45 Park Place

Parkville, Missouri

Preliminary Development Plan

Landscape Concept Plan

REVISIONS:
APRIL 19, 2006
APRIL 24, 2006
MAY 3, 2006
MAY 12, 2006

FOR REVIEW & CONSIDERATION ONLY

PROJECT RECORD:

DIGITAL I.D.:	05517-PDP6
PROJECT NO.:	05517
DATE:	MARCH 10, 2006
DRAWN BY:	KV
CHECKED BY:	WCL
SHEET NO.	2 OF 2 SHEETS

2006 COPYRIGHT

City of Parkville
ORD 2262
Exhibit # D-1

FOR REVIEW & CONSIDERATION ONLY

RECEIVED
MAY 15 2006
BY:

A0

ELEVATION NOTES

1. ROOFING TO BE COMPOSITION–40 YR. ON 30# FELT ON 1/2" O.S.B. SHEATHING

2. STUCCO ON METAL LATH ON 2 LAYERS OF 15# FELT. EXTEND STUCCO TO WITHIN 8" OF FINISHED GRADE. 2x6 TRIM AROUND WINDOWS AND DOORS UNLESS NOTED OTHERWISE. SEE DETAIL 1/A4

3. CULTURED STONE OR EQUAL

4. PANEL SHUTTERS

5. DECORATIVE LOUVER

6. 2X6 LAID FLAT W/4¼" CROWN MOLDING OVER 2X TRIM BOARD

7. 2x2 OVER 2x6

City of Parkville
ORD. 2262
Exhibit # D-2

FOR REVIEW & CONSIDERATION ONLY

City of Parkville
ORD 2262
Exhibit # E

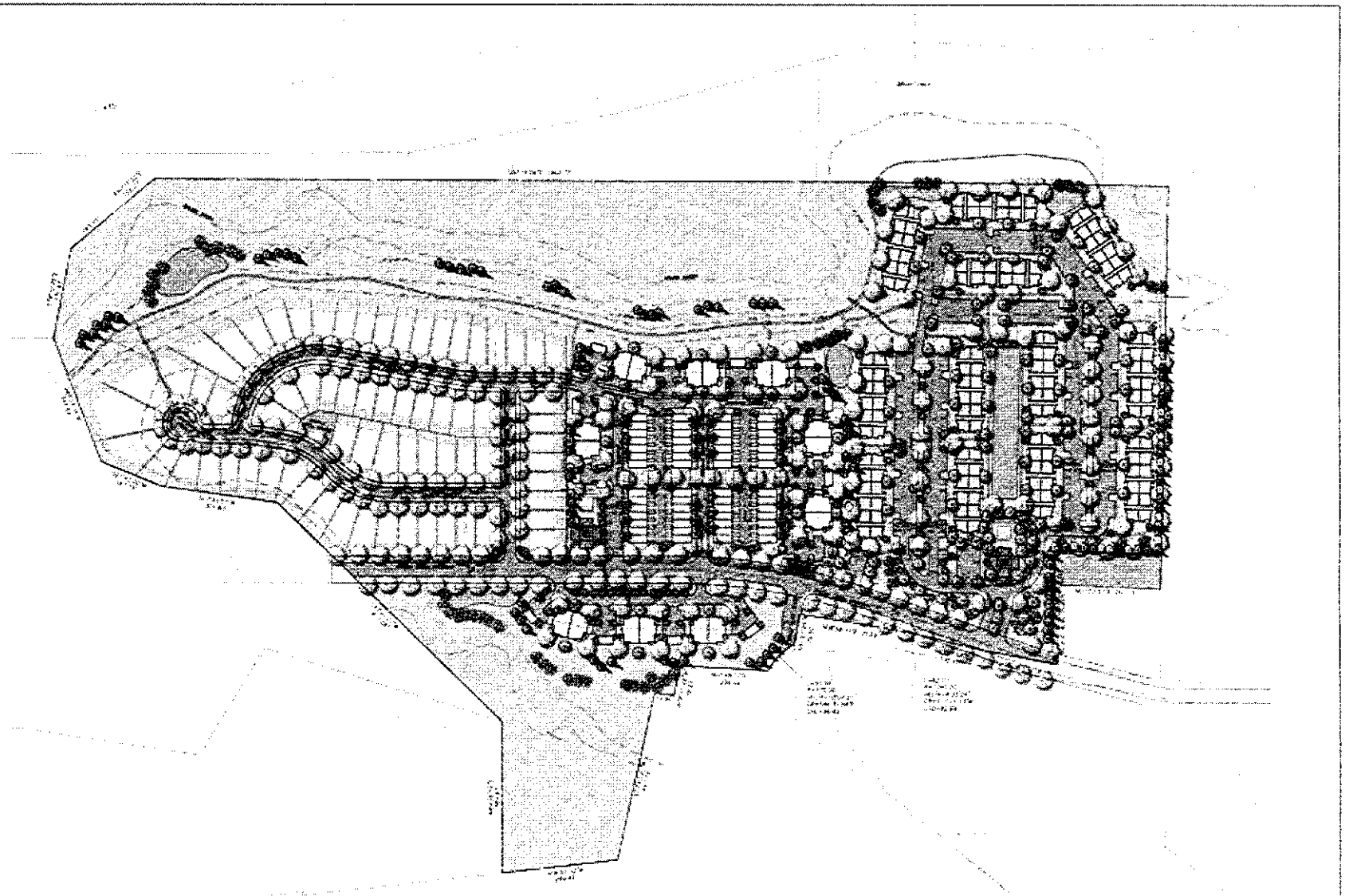
45 Park Place

Parkville, MO

Presented by:
DBH Development

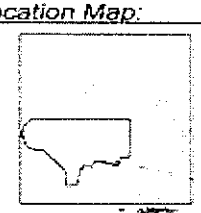
FOR REVIEW & CONSIDERATION ONLY

RECEIVED
MAY 15 2006
BY:



Plant Schedule

Location Map:



Peridian Group, Inc.

45 Park Place

Parkville, Missouri

Preliminary Development Plan

Landscape Concept Plan

Sample Apartments

ROSEMANN

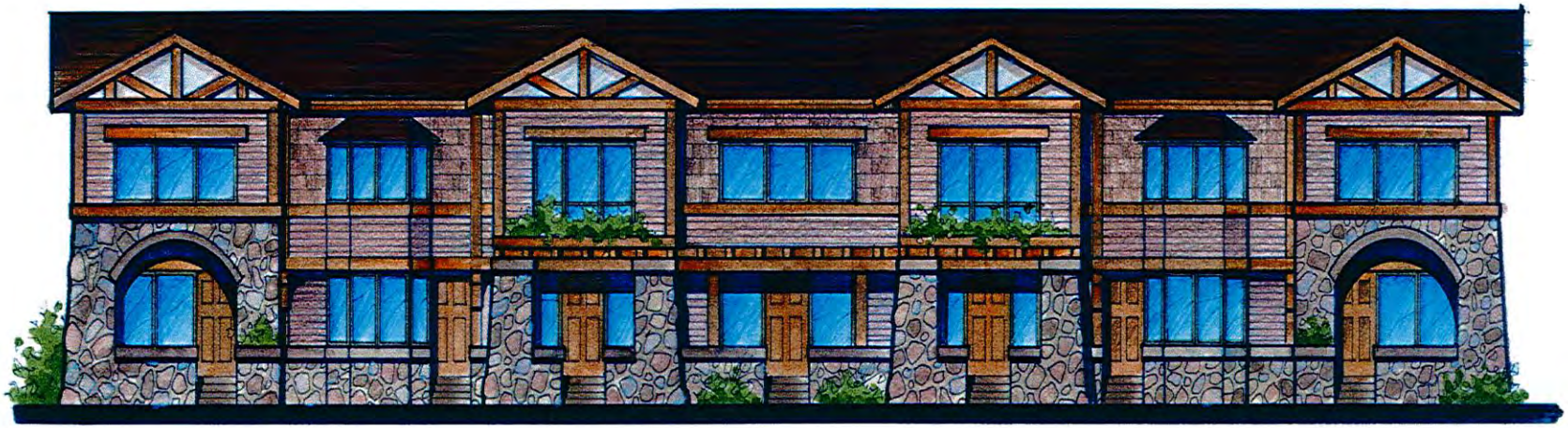
ROSEMANN & ASSOCIATES, P.C.

ARCHITECTURE ▲ INTERIOR DESIGN ▲ PLANNING CONSULTANTS

GARDEN APARTMENTS 02/01/2006

Sample
8-Plex Condos
(Owner Occupied)

Sample
Row Houses

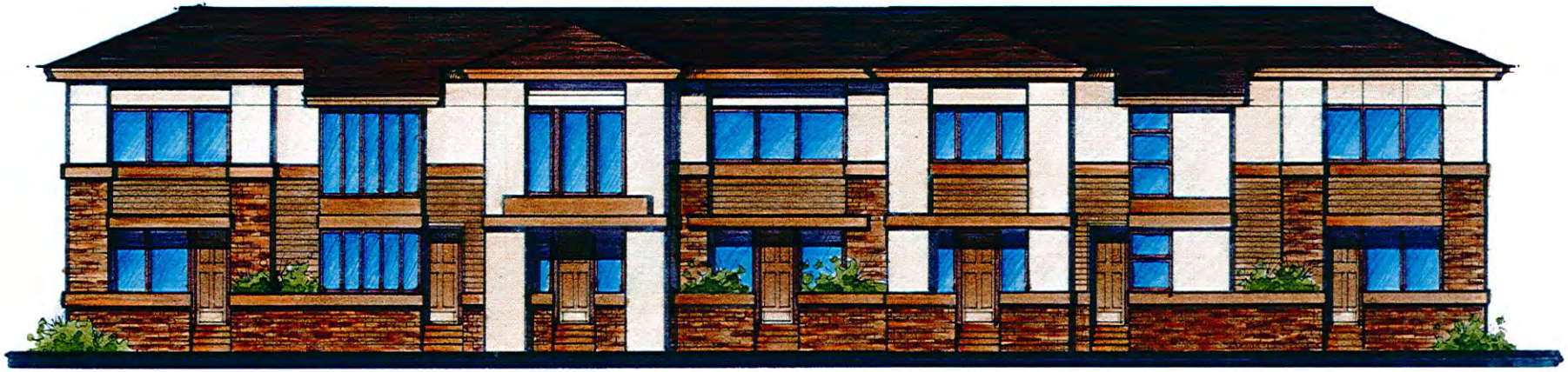


ROSEMANN

ROSEMANN & ASSOCIATES, P.C.

ARCHITECTURE ▲ INTERIOR DESIGN ▲ PLANNING CONSULTANTS

ROW HOUSES (OPTION A) 02/01/2006



ROSEMANN

ROSEMANN & ASSOCIATES, P.C.

ARCHITECTURE ▲ INTERIOR DESIGN ▲ PLANNING CONSULTANTS

ROW HOUSES (OPTION B) 02/01/2006

Sample
Single Family

1817

1837

1821

ROSEMANN

ROSEMANN & ASSOCIATES, P.C.

ARCHITECTURE ▲ INTERIOR DESIGN ▲ PLANNING CONSULTANTS

SINGLE FAMILY HOME 02/01/2006

ROSEMANN

ROSEMANN & ASSOCIATES, P.C.

ARCHITECTURE ▲ INTERIOR DESIGN ▲ PLANNING CONSULTANTS

SINGLE FAMILY HOME 02/01/2006

Sample
Monument Sign

WOODS

45 PARK PLACE

PARKVILLE, MISSOURI
EXTERIOR FINISHES

April 26, 2006

FOR REVIEW &
CONSIDERATION ONLY

RECEIVED
MAY 19 2006
BY:_____

Classic Color Collection

STUCCO ALTERNATIVES

sto®

32234 ◨ 45 Natural

1015 ◨ 35 Mocha Cream

32132 ◨ 23 Spectral

20822 ◨ 56 Diamond Dust

10612 ◨ 55 Autumn Wheat

20905 ◨ 55 Oatmeal

10611 ◨ 64 Moonlit Sand

10622 ◨ 60 Indiana Limestone

10522 ◨ 61 Ivory Key

93330 ◨ 69 Champagne

10511 ◨ 66 Pacific Sand

20506 ◨ 70 Desert Sun

10308 ◨ 86 Pearl

10609 ◨ 79 French Vanilla

10606 ◨ 71 Plateau

Whites

9433 ◨ 80 Sto White

6050 ◨ 73 White Linen

20001 ◨ 82 ITS White

21614 ◨ 79 Silver Lining

32138 ◨ 78 Cotton

20824 ◨ 73 Winter White

33137 ◨ 71 Gray Dawn

35237 ◨ 75 Cloud

11406 ◨ 71 Pearl Gray

11505 ◨ 65 London Fog

33237 ◨ 68 Mineral

36236 ◨ 67 Frost

36235 ◨ 58 Notre Dame

#3

93240 ◨ 60 Smoked Putty

21612 ◨ 58 Oyster

93860 ◨ 52 Sandstone

#1

11504 ◨ 50 Gray Flannel

404 ◨ 47 Brushed Pewter

93440 ◨ 36 Moondust

11403 ◨ 32 Burnt Ash

11503 ◨ 35 Twilight

Accents (Please note: Higher tint costs may be associated with accent colors.)

31410 ◨ 45 Hemp Gold

32321 ◨ 41 Terra

33120 ◨ 25 Coral

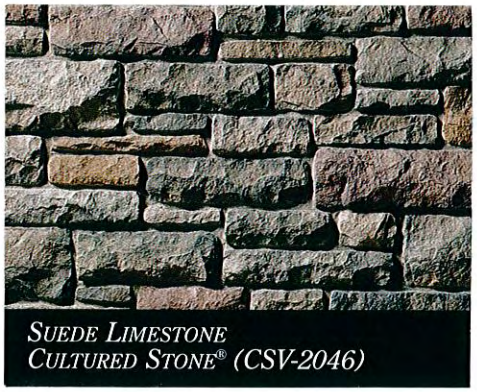
34133 ◨ 28 Violet Night

35333 ◨ 35 Cadet

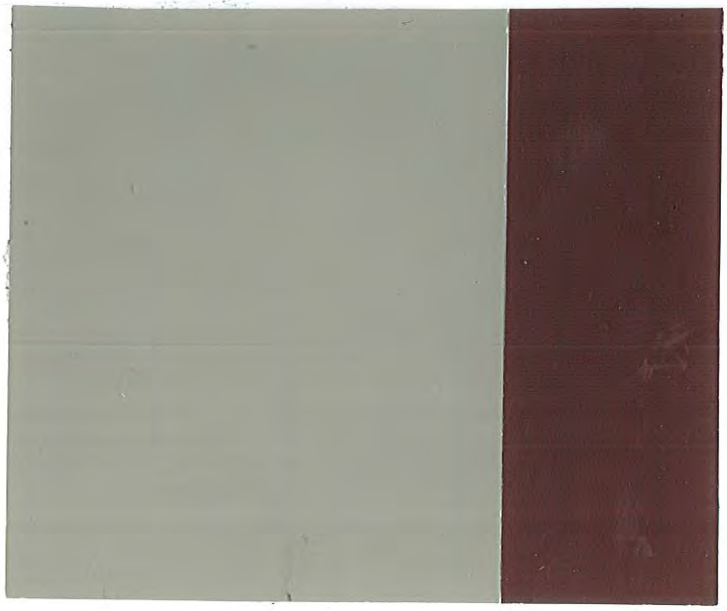
36233 ◨ 38 Manchester

HARDY BOARD SIDING AND/OR STUCCO
H.L. COLOR: SPICE

SHINGLES
ANTIQUE BLACK



LIMESTONE
CULTURED STONE (CSV-2046)



TRIM	BODY	ACCENT
SW # 7012	SW # 7052	SW # 6033

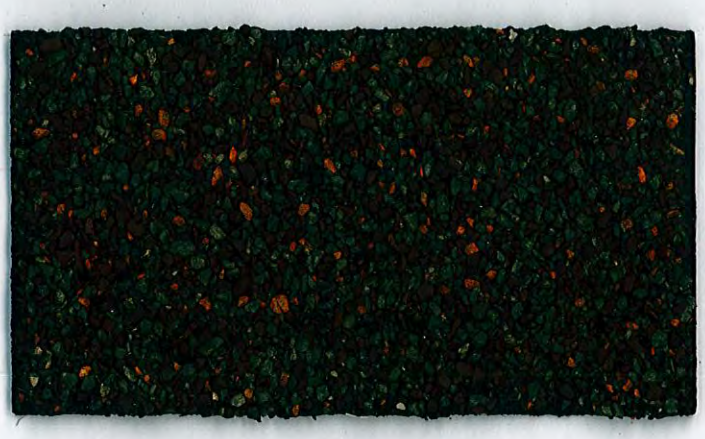
45 PARK PLACE

PARKVILLE, MISSOURI
EXTERIOR FINISHES – OPTION 1

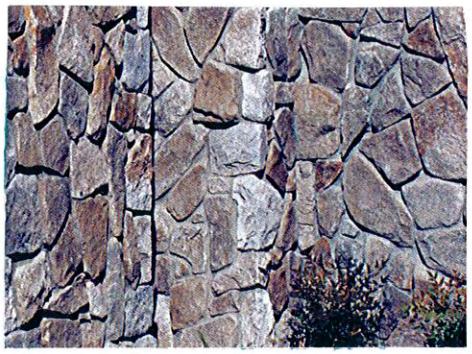
DATE: 4/26/06

SHEET
1

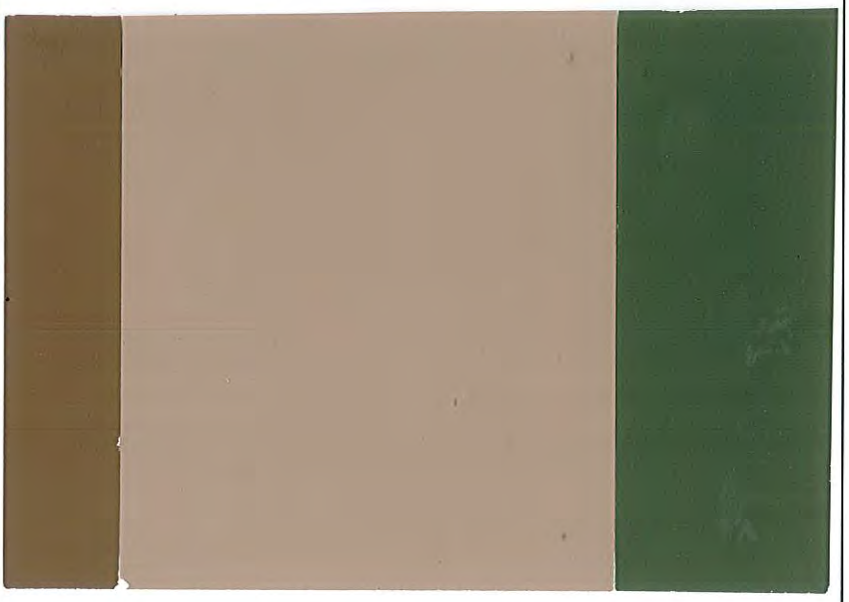
HARDY BOARD SIDING AND/OR STUCCO
H.L. COLOR: SANDALWOOD



SHINGLES
HEATHERBLEND



FIELDSTONE
CULTURED STONE (CSV-2040)



TRIM	BODY	ACCENT
SW # 6088	SW # 6101	SW # 2851

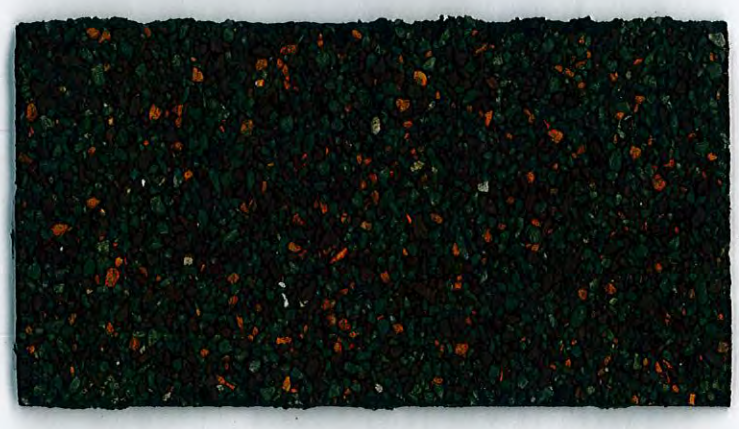
45 PARK PLACE

PARKVILLE, MISSOURI
EXTERIOR FINISHES – OPTION 1

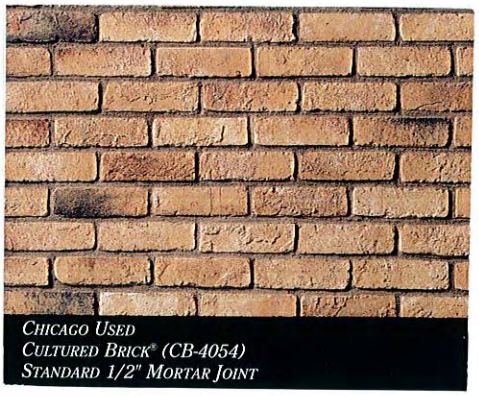
DATE: 4/26/06

SHEET
2

HARDY BOARD SIDING AND/OR STUCCO
H.L. COLOR: COUNTRY BEIGE



SHINGLES
HEATHERBLEND



BRICK
CULTURED BRICK (CB-4054)

TRIM	BODY	ACCENT
SW # 7103	SW # 6133	SW # 0008

45 PARK PLACE

PARKVILLE, MISSOURI
EXTERIOR FINISHES – OPTION 1

DATE: 4/26/06

SHEET
3

DRAFT

FILE COPY
5/3/2006

RECEIVED
MAY 03 2006
BY:_____

City of Parkville
_____ ORD 2262
Exhibit # G

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION ("Declaration") is made as of the _____ day of _____, 2006 (the "Effective Date"), by 45 Park Place, LLC, a MISSOURI limited liability company (referred to in this Declaration as "Declarant").

RECITALS

1. This Declaration is made with respect to that certain real property located in Platte County, Missouri (the "Real Estate"), described in Exhibit A attached to this Declaration and, by reference, made a part of this Declaration, and Declarant is the legal and/or equitable owner of the Real Estate with the exception to portions of the Real Estate owned by _____

2. Declarant desires to place certain covenants, conditions, restrictions, easements, charges and liens upon the Real Estate, for the benefit of Declarant and its successors, grantees and assigns, and to protect the value and desirability of the Real Estate.

3. Declarant hereby agrees that the Real Estate shall be subject to the protective covenants, conditions, restrictions, reservations, liens and charges set forth in this Declaration.

DECLARATION

NOW, THEREFORE, Declarant declares that the Real Estate is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions, easements, charges and liens described in this Declaration, for the purposes of (i) enhancing and protecting the value, desirability and attractiveness of the Real Estate, (ii) preserving the amenities

and maintaining the same located on the Real Estate, and (iii) promoting safety to life, health and property in the area. These easements, covenants, restrictions and conditions shall run with the Real Estate and shall be binding upon all parties having or acquiring any right, title or interest in the Real Estate, or any part thereof, and shall inure to the benefit of each Owner thereof and each Owner by accepting a deed to a portion of the Real Estate shall be deemed to have ratified and consented to the terms of this Declaration, as it is amended from time to time.

ARTICLE I
DEFINITIONS

1. "Articles of Incorporation" shall mean the Articles of Incorporation filed with the Missouri Secretary of State to incorporate the Association, as amended.

2. "Association" shall mean and refer to 45 Park Place Association, a not-for-profit corporation, formed or to be formed pursuant to the laws of the State of Missouri.

3. "Bylaws" shall mean the bylaws of the Association, as amended.

4. "City" shall mean the City of Parkville, Missouri, a municipal corporation of the State of Missouri.

5. "Common Area" shall mean that part of the Real Estate and all improvements located thereon owned, operated, and/or maintained by the Association for the common use and enjoyment of the residents and shall include the following:

(a) All real estate owned in fee simple by the Association evidenced by a deed or deeds to the Association, recorded in the office of the Register of Deeds of Platte County, Missouri;

(b) Any structures, trees, landscaping, lighting equipment, playground equipment, shelters, area marker or markers, community mailboxes, or other improvements owned, operated, and/or maintained by the Association pursuant to this Declaration and located upon the Real Estate;

(c) All easements, rights, and appurtenances belonging thereto necessary to the existence, maintenance, and safety of the Lots and the Common Area;

(d) All personal property owned by the Association, if any, intended for use by the Association in the exercise of its powers as set forth in this Declaration; and

(e) All that portion of the Real Estate owned and/or operated by the Association as common area, open space, park land, storm water drainage, storm water detention areas, and/or the pedestrian easements, as shown on the Plat or the Development Plan that are not otherwise maintained by the City.

6. "Common Expenses" shall mean and include the costs incurred by the Association in conducting activities in accordance with this Declaration, the Articles, or the Bylaws. Common Expenses shall include, but not be strictly limited to, the following:

(a) Expenses of administration, maintenance, management operation, repair, and replacement of all areas and facilities which are owned, maintained and/or operated by the Association;

(b) insurance expenses; taxes; utilities and expenses incurred in the maintenance, operation, repair, and replacement

of the Common Areas and the portions of the Real Estate to be maintained by the Association;

(c) the cost of management and administration of the Association, including but not limited to, compensation paid by the Association to managers, accountants, attorneys, and other professionals and employees;

(d) reasonable reserves for contingencies, replacements, and other proper purposes as deemed appropriate by the Association; and

(e) Other expenses declared Common Expenses by the Association in furtherance of the purposes of the Association or in the discharge of any duties or powers of the Association.

7. "County" shall mean Platte County, Missouri.

8. "Declarant" shall mean and refer to the Declarant described above.

9. "Development Plan" shall mean and refer to the 45 Park Place Final Development Plan, recorded with the Planning and Zoning Department with the City, as amended or modified in accordance with procedures of the City.

10. "Lot" shall mean and refer to any subdivision of the Real Estate pursuant to the Plat. No portion of the Common Area owned by the Association shall be considered a Lot.

11. "Member" shall mean and refer to each Owner as provided herein.

12. "Owner" shall mean and refer to the record owner or owners, whether one or more persons or entities, of the fee simple title to a Lot, including a contract purchaser of a Lot who has complied with the provisions of this Declaration. The term "Owner" shall not mean any mortgagee unless and until such mortgagee has acquired fee simple title to a Lot pursuant to foreclosure or any proceeding in lieu of foreclosure.

13. "Person(s)" shall mean a natural individual(s), corporation, partnership, limited liability company, trustee, or other legal entity capable of holding title to real property.

14. "Plat" shall mean and refer to the Final Plat of 45 Park Place Addition, a Subdivision in the City of Parkville, Platte County, Missouri, recorded in the Office of the Register of Deeds of Platte County, Missouri, on_____.

15. "Real Estate" shall mean and refer to the land described in Exhibit A.

16. "Register of Deeds" shall mean the Office of the Register of Deeds of Platte County, Missouri.

17. "Residential Unit" shall mean and refer to one single-family, detached residential building located on a single Lot.

18. "Rules and Regulations" shall mean and refer to the rules and regulations governing the use of Real Estate and Common Areas, and the maintenance of the Lots and Residential Units, which rules and regulations shall be consistent with the rights and duties established by this Declaration, that the Association may adopt and amend from time to time.

19. "45 Park Place" shall mean and refer to the Real Estate as set forth in the Plat and the Development Plan.

20. "45 Park Place Addition Standard" shall mean the standard of conduct, maintenance, or other activity generally prevailing in 45 Park Place Addition. That standard may be specifically determined and set forth by the Architectural Control Committee.

21. Other terms may be defined in specific provisions contained in this Declaration and shall have the meaning assigned in such definition.

ARTICLE II
PROPERTY SUBJECT TO DECLARATION

1. Existing Property. The Real Estate shall be held, transferred, sold, conveyed, and occupied subject to this Declaration.

2. Merger or Consolidation. Upon a merger or consolidation of the Association with another not-for-profit corporation (such as a homeowners' association formed to operate and maintain adjacent real estate which might at a future time be developed as a compatible and harmonious residential development) the Association's properties, rights, and obligations may by operation of law be transferred to another surviving or consolidated not-for-profit corporation, or, alternatively, the properties, rights, and obligations of another not-for-profit corporation may by operation of law be added to the properties, rights, and obligations of the Association as the surviving not-for-profit corporation pursuant to a merger. The surviving or consolidated not-for-profit corporation may administer the covenants, conditions, and restrictions established by this Declaration for the existing property, together with the covenants and restrictions established upon any other property as one project. No such merger or consolidation, however, shall affect any revocation, change, or addition to the covenants, conditions, and restrictions established by this Declaration for the existing property.

ARTICLE III
ASSOCIATION

1. Membership. Every Person who is an Owner of the fee simple interest in one or more Lots shall be a member of the Association. Ownership of a Lot shall be the sole qualification for membership.

2. Voting in the Association. Voting in the Association shall be as follows:

(a) Voting. Members shall be entitled to one vote for each Lot in which they hold the interest required for membership by Section 1 of this Article III. When more than one Person holds an interest in any Lot, all such Persons shall be members and the vote for such Lot shall be exercised as they among themselves, determine; but in no event shall more than one vote be cast with respect to any Lot.

(b) Declarant's Control of the Association. Notwithstanding anything in this Article III or elsewhere in this Declaration to the contrary, Declarant shall maintain absolute and exclusive control over the Association and the Architectural Control Committee, including appointment and removal of the President and all other officers of the Association, all directors of the Association board of directors and all members of the Architectural Control Committee, during Declarant's "Marketing Phase" of the Real Estate. The Marketing Phase of the Real Estate, for purposes of this Declaration, shall be conclusively deemed to be the period between the recording of this Declaration and the earlier to occur of: (i) the date that 95% of the Lots in 45 Park Place Addition (as it exists from time to time) have been sold by Declarant to third parties; or (ii) the date the Declarant elects to terminate its control by filing with the Register of Deeds an instrument

relinquishing such control. Until such time, Declarant, in Declarant's sole and absolute discretion, may: (i) amend this Declaration; (ii) amend the Bylaws and Articles of Incorporation of the Association; and (iii) cast all votes with respect to the election and removal of Association officers and/or directors and members of the Architectural Control Committee, or any other matter requiring the vote or approval of Association members.

3. Quorum Proxies, Voting.

(a) The quorum requirements for meetings of the Association's members shall be as described in the Association's Bylaws.

(b) At all meetings of the Association, a member may vote in person or by proxy executed in writing by such member. Such proxies shall be filed with the Secretary of the Association before or at the time of a meeting. No proxy shall be valid after 12 months from the date of its execution. Every proxy shall be revocable and shall automatically cease upon conveyance by a member of his Lot.

(c) The voting rights of a Member shall be suspended during any period in which any assessment described herein, including interest and fees, remains unpaid.

4. Articles of Incorporation and Bylaws. Except as specifically set forth in this Declaration, all provisions applicable to notice, voting and quorum requirements for all actions to be taken by the Association shall be as set forth in its Articles of Incorporation and/or Bylaws. In any event, if any provision set forth in this Declaration applicable to notice, voting, and quorum requirements are in conflict with any provisions of Missouri law applicable to not-for-profit corporations on the date of this Declaration, or at any time after such date, the applicable provisions of Missouri law shall

control.

5. Indemnification. To the fullest extent permitted by law, every director and every officer of the Association, the members of the architectural Control Committee, and Declarant (including members, officers and employees of Declarant) shall be indemnified by the Association against all expenses and liabilities, including attorneys' fees, reasonably incurred by or imposed upon such person in connection with any proceeding or any settlement thereof to which such person may be a party, or in which such person may become involved, by reason of being or having served in such capacity on behalf of the Association (or in the case of Declarant by reason of having appointed, removed, or controlled or failed to control members of the Board of Directors of the Association or Architectural Control Committee) whether or not such person is a director, an officer, or a member of the Architectural Control Committee at the time such expenses are incurred. The foregoing indemnification is only applicable, however, after the Board of Directors of the Association finds that such person acted in good faith and did not act, fail to act, or refuse to act willfully, or with gross negligence, or fraudulent or criminal intent.

6. Non-Liability. To the fullest extent permitted by law, neither Declarant, the members of the Board of Directors of the Association, the Officers of the Association nor members of the Architectural Control Committee shall be liable to any Member or Owner for any damage, loss, or prejudice suffered or claimed on account of any decision, approval or disapproval of plans or specifications (whether or not defective), course of action, inaction, omission, error, negligence, or the like made in good faith and which such person reasonably believed to be within the scope of his or her duties.

7. Records. The Association shall, upon reasonable written request and during reasonable business hours, make available for inspection by each Owner and Member, the books, records, and financial statements of the

Association together with current copies, as amended from time to time, of this Declaration and the Association's Articles, Bylaws, Rules and Regulations and other related documents. Declarant shall have no obligation to make its own books and records available for inspection.

ARTICLE IV
COVENANT FOR MAINTENANCE FEES OR CHARGES

1. Regular and Special Fees and Charges. Each Owner, by accepting a deed, whether or not expressed in the deed, hereby agrees to pay to the Association or its nominee:

(a) Regular fees or charges; and

(b) Special fees or charges to be fixed, established, and assessed from time to time as hereinafter provided.

2. Purpose of Regular Fees or Charges. The regular fees or charges levied by the Association shall be used for payment of Common Expenses, including but not strictly limited to the following:

(a) Maintenance, care and landscaping of the Common Area, including tangible personal property comprising the Common Area, and payment of any taxes assessed against any of the Common Area;

(b) Construction and maintenance of an area marker (or markers) and community mailboxes;

(c) Managing the Association, including necessary legal and accounting expenses;

(d) Establishing contingency reserves as determined from time to

time by the board of directors of the Association;

(e) Paying insurance premiums for all insurance secured by the board of directors of the Association pursuant to this Declaration. Such insurance premiums may include premiums for public liability and property damage insurance to the extent deemed necessary by the board of directors; and

(f) Paying such other charges or Common Expenses as may be elsewhere required or authorized by this Declaration, or that the board of directors of the Association may from time to time determine necessary or desirable to meet the purposes of the Association as stated in its Articles of Incorporation, Bylaws, and in this Declaration.

3. Regular Fees or Charges; Limits Thereon.

(a) During the Marketing Phase, Declarant shall set the quarterly assessment for each Owner in an amount determined by Declarant, in its sole and absolute discretion, to cover the estimated costs of maintaining the Common Areas and performing the obligations and exercising the powers established under this Declaration, and such costs to the Association shall be assessed equally to each Lot within the Real Estate (the foregoing the "Regular Fees"). The initial quarterly assessment of the Regular Fees shall be $___.

(b) After the Marketing Phase, prior to December 31 of each calendar year, the board of directors of the Association shall prepare a budget for the following calendar year which shall cover the estimated costs described in Section 2 of this Article IV and said budget shall be made available to the Owners and Members during reasonable business hours. On the basis of this

budget, the Regular Fees for each Owner for the following year shall be established by the Association. Within 60 days following the end of each calendar year, the board of directors shall make available to the Owners during reasonable business hours an annual report of assets and liabilities of the Association determined as of the last day of such calendar year.

(c) If Declarant fails to increase the amount of Regular Fees, a quarterly payment in the amount required by the last prior budget shall be due from each Lot Owner upon each payment date until changed by new Regular Fees established by the Association or Declarant, as the case may be. At the end of each calendar year, the Association or the Declarant shall determine, as soon as is reasonably possible, all of the costs incurred in that year, and if the costs have exceeded the budget, the deficiency shall be taken into account and defrayed as part of the budget for the following calendar year. If there is an excess of Regular Fees collected for such calendar year, such excess shall also be taken into account preparing the budget.

4. Special Fees for Noncompliance with Declaration. The Association may levy special fees or charges against any Owner to reimburse the Association for costs incurred for the purpose of bringing an Owner, his Residential Unit, or such Owner's Lot, into compliance with the provisions of the Declaration, the Articles, the Bylaws, and any Rules and Regulations, which special fees or charges may be assessed upon the vote of the board of directors of the Association after notice to the Owner and a reasonable opportunity for such Owner to be heard by the board of directors.

5. Improvement Assessment and Neighborhood Improvement Districts. The Association may levy and collect, in any fiscal year, an "Improvement Assessment" applicable only for that year, for the purpose of defraying, in whole or in part, the costs of any action or undertaking on

behalf of the Association in connection with any construction or replacement of property comprising the Common Area. In the event the City undertakes extension of Muncie Road and establishes a benefit district including the 45 Park Place Addition, each Owner consents to be part of such benefit district and to contribute not more than $_____ per year for up to ____ years for the costs associated with the extension of Muncie Road.

6. Uniform Rate of Fees or Charges. Regular Fees, Improvement Assessments, and special fees or charges, other than those imposed in accordance with Section 4 of this Article IV, must be fixed by the board of directors of the Association at a uniform rate for all Lots.

7. Date of Commencement of Regular Fees or Charges; Due Date. Regular Fees shall be due and payable quarterly on the first day of January, April, July, and October, in equal installments, and shall be delinquent if not paid within 5 days after becoming due and payable. An Owner shall become obligated to pay assessments upon acceptance of title to or taking of possession of such Lot and/or Residential Unit and shall be personally responsible for unpaid assessments of a prior Owner of the Lot. Assessments may be paid by, for and on behalf of Owners by their mortgagees under such terms and agreements as the Association may from time to time deem appropriate by action of its board of directors.

8. Duties of the Board of Directors with Respect to Fees or Charges.

(a) At least 30 days prior to December 31 of each year, the board of directors shall, by resolution, determine the amount of the Regular Fees. Written notice of the Regular Fees shall be given to each Owner. Failure of the Association to adopt such a resolution or give written notice of the Regular Fees prior to December 31 of any year shall not invalidate any such fee levied thereafter, nor shall failure to levy any fee or charge for any one year affect the right of the Association's board of directors to do

so for any subsequent year. The failure to establish new Regular Fees shall renew the Regular Fees previously in place until changed by the board of directors. Any Owner who becomes subject to any fee or charge subsequent to December 31 of any year shall commence payment of such fee or charge on a pro-rata basis commencing on the date such Owner accepts title to or takes possession of the Lot.

(b) The board of directors shall upon written demand at any time furnish to any Owner liable for fees or charges hereunder a certificate in writing signed by the president or secretary of the Association setting forth whether all fees or charges have been paid to date. A reasonable charge may be made by the board of directors for the issuance of such certificate. Such certificate may be recorded in the office of the Register of Deeds and upon recording shall constitute conclusive evidence of the status of payment of any fee or charge for the period stated in the certificate.

(c) The Association, acting by its board of directors, shall enforce payment of the fees or charges in accordance with this Declaration.

9. Effect of Non-payment of Fees or Charges.

(a) If any fee or charge or any part thereof is not paid on the date when due, the unpaid amount of such fee or charge shall become delinquent and shall thereupon be a continuing lien on the Lot and/or individual Residential Unit, if any, of the non-paying Owner, and the Association may, but shall not be required to, file a statement (a "Lien Statement") in the office of the Register of Deeds setting forth the amount due and the lien in favor of the Association, which Lien Statement may state that

it also covers unpaid statements occurring after the date of the Lien Statement. All such unpaid fees or charges, together with interest and any cost of collection, including attorney fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time such fee or charge became due, and shall also bind and be a personal obligation of such Owner's heirs, executors, administrators, successors, and assigns, including Successor Owners of such Lot. No Owner may waive or otherwise escape liability for the fees or charges provided herein by non-use of any Lot or Residential Unit, or by abandonment of such Owner's Lot or Residential Unit.

(b) If any fee or charge, or any installment thereof, is not paid within 30 days after becoming delinquent, the same may bear interest at a rate equal to the maximum rate on promissory notes then allowable in the State of Missouri, or 15%, whichever shall be the lesser, on such fee or charge from the date it was due.

(c) The Association may by resolution elect to commence an action in a court of competent jurisdiction against the Owner or former Owner personally obligated to pay any fee or charge, and the Owner of record of any Lot in the event it has been transferred with unpaid assessments, to enforce payment of delinquent fees or charges and to foreclose the lien against the Lot. The lien against any Lot shall continue for a period of 5 years from the date a Lien Statement is recorded in the Office of the Register of Deeds.

10. Subordination of the Lien to Mortgages; Notice of Nonpayment to Mortgagee. The lien of the fees or charges, regular and special, shall be subordinate and inferior to the lien of any first mortgage now or hereafter placed upon any Lot subject to fees or charges; provided, however, that such subordination shall apply only to the fee or charge which becomes due and

payable prior to the sale, whether public or private, of such Lot pursuant to a decree of foreclosure of any such mortgage or a deed in lieu of foreclosure. Such sale or deed in lieu of foreclosure shall not relieve a Lot from liability for the amount of any fees or charges thereafter becoming due, nor from the lien of any subsequent fee or charge. Any holder of a first mortgage on a Lot who acquires title to such Lot pursuant to foreclosure or deed in lieu of foreclosure shall take title free of any claims for unpaid fees or charges against the Lot which accrued prior to the date title is acquired by such holder. The board of directors, whenever so requested in writing by any mortgagee or contract seller of a Lot, shall promptly, in writing, notify the mortgagee or contract seller of any default in the performance by the individual Owner or contract purchaser of any obligation under this Declaration and any then unpaid charges or fees assessed against the Lot.

11. Exempt Property. The following property subject to this Declaration shall be exempted from the fees, charges, and liens created herein: All property dedicated to and accepted by the City, or any public utility for public use and purposes, and all property owned in fee simple by the Association.

12. Homestead Waiver. Each Owner, to the extent permitted by law, hereby waives, to the extent of any liens created pursuant to this Declaration (whether such liens are now in existence or are created at any time in the future), 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.

ARTICLE V
INSURANCE

1. Insurance to be Obtained and Maintained by Association. The board of directors of the Association may obtain and maintain, to the extent reasonably available, the following:

(a) Public liability insurance, in such amounts and in such forms as may be considered appropriate by the board of directors, including, but not limited to, legal liability, hired automobile, non-owned automobile, liability for property of others, and any and all other liability incident to the duties of the Association, respectively, and such policy shall contain a "severability of interest" endorsement which shall preclude the insurer from denying the claim of an Owner because of the negligent acts of the Association or the Owners; and

(b) Such other policies of insurance as the board of directors shall from time to time determine to be necessary or desirable for the Association and the Owners.

Premiums for all insurance obtained and maintained by the Association shall be Common Expenses of the Association. All such insurance shall be written in the name of the Association. The board of directors may secure insurance policies that will provide for a waiver of subrogation by the insurer as to any claims against the Association's board of directors, its manager and employees, the Owners, and their respective tenants, servants, agents, and guests.

2. Insurance to be Obtained and Maintained by Owners. Each Owner shall have the responsibility to obtain and maintain casualty insurance, insuring all improvements located on the Owner's Lot against loss by fire, lightning, windstorm or other casualty and personal liability or extended coverage in an amount considered necessary by the Owner.

3. Non-Liability of Association, Directors and Officers. Notwithstanding anyting in this Declaration to the contrary, neither the Association nor any member of its Board nor any officer of the Association or the Declarant shall be liable to any Owner or Member, mortgagee, or other person, if any risks or hazards are not covered by insurance, the amount of

insurance is not adequate, or for the amount of any deductible, and it shall be the responsibility of each Owner to ascertain the coverage and protection afforded by the Association's insurance and to procure and pay for such additional coverage and protection as the Owner may desire.

ARTICLE VI
MANAGEMENT, MAINTENANCE, AND REPAIRS

1. Manager or Managing Agent. The board of directors may employ or contract for the Association a management company or a manager, at a compensation established by the board of directors, to perform such duties and services as the board of directors shall authorize.

2. Maintenance, Repair, Alteration and Improvements.

(a) By the Association. The responsibility of the Association shall be as follows:

(i) Provide routine maintenance, care, and landscaping of the Common Area, including tangible personal property comprising the Common Area;

(ii) In the event of partial or total destruction of property comprising the Common Area, the Association shall use available proceeds of any insurance policies, together with any uncommitted or unreserved capital of the Association, for such restoration or repair and any excess funds necessary for such restoration or repair shall become part of the Common Expenses of the Association; and

(iii) Maintain an area marker (or markers), if any, and community mailboxes, to the extent not maintained by the United States Postal Service.

The frequency and the materials to be used in the performance of all such routine repair, maintenance, and care shall be in the sole discretion of the board of directors of the Association and shall not be subject to the control of any Owner. In the event that the need for non-routine maintenance, repair or care, or for extraordinary services affecting any Lot, shall be caused by or through the willful act or negligence of an Owner, his family, guests, or invitees, the cost of such maintenance, repair or care, shall be added to and become an additional fee or charge, in addition to the fee or charge to which such Owner is subject, if any, and shall be paid by or on behalf of such Owner within 30 days after written demand therefor from the board of directors of the Association, shall be enforceable and secured by a lien as in the case of all other fees or charges, and shall be collectible, with attorney fees, the same as other fees and charges set forth in Article IV.

(b) By Individual Owner. The responsibility of each Owner shall be as follows:

(i) To maintain his Lot and/or Residential unit and all structures, parking areas, and other improvements located thereon in the manner consistent with the 45 Park Place Addition Standard and these Declarations, the Bylaws, and the Rules and Regulations. Each Owner shall be responsible to irrigate his lawn and plantings, as may be necessary and to pay all water charges therefor;

(ii) To irrigate the lawn and to replace trees and plantings located on or appurtenant to the Owner's Lot with trees and plantings comparable to those for which replacement is required, even though such trees and plantings may have been planted by Declarant; and

(iii) To maintain the driveway and sidewalk located upon or

appurtenant to the Owner's Lot, including repair and replacement thereof, and the removal of snow, ice, and debris therefrom, and to sweep routinely, and remove leaves from, driveways, sidewalks, decks, and patios which are appurtenant to the Owner's Residential Unit; and

(iv) To refrain from damaging any of the Common Area; and

(v) To Permit an authorized representative of the Association or Declarant, and all contractors, repairmen or other agents engaged by the Association or Declarant access to the Owner's Lot as may be necessary or prudent in connection with maintenance, repair or replacement of or to the Common Area.

ARTICLE VII
NEW CONSTRUCTION, IMPROVEMENTS, AND ALTERATIONS

1. Architectural Control Committee. There is hereby established an Architectural Control Committee, which shall consist of the Declarant. After the Marketing Phase, the Architectural Control Committee shall consist of not less than 3 nor more than 5 persons to be selected by the Board of Directors of the Association. In the event of death or resignation of any member of the Architectural Control Committee, the remaining members shall have full authority to designate a successor. The affirmative vote of a majority of the members of the Architectural Control Committee shall be required in order to adopt or promulgate any rule or regulation or to make any finding, determination, ruling, or order, or to issue any permit, consent, authorization, or approval pursuant to the authority contained in this Declaration. If, however, by death or resignation of all the members of the Architectural Control Committee, there shall be no remaining members of the Committee who can name successors, a majority of the Owners may elect new members of the Architectural Control Committee at an annual or special

meeting of such Owners. If Owners elect the members of the Architectural Control Committee, the Architectural Control committee shall consist of persons having a term of 3 years, with the initial terms staggered such that not all terms expire each year.

2. Residential Structures Size. Each Residential Unit built on a Lot shall have a minimum of 1,100 square feet of above grade gross living area.

3. Basements. Each Residential Unit shall have a basement below ground suitable for construction of living areas.

4. Garages. Each Residential Unit must have an attached enclosed garage with capacity for a minimum of 2 cars and each garage door must contain glass windows excluding town home, condominium, and apartment units. A minimum of an enclosed single car garage is required for each town home and condominium unit.

5. Fencing. Fencing is prohibited except in the rear yard and side yard of a Lot on which a Residential Unit is built; provided, however, that a fence in the side yard may not extend closer to the front yard than 10 feet behind the vertical plane of the garage opening of the Residential Unit as extended into the side yard. All fencing must be made of wood materials and no fence may exceed 6 feet in height.

6. Storage Sheds. Storage sheds and other accessory structures are only permitted in the rear yard of any Lot. Not more than one storage shed is permitted on any Lot and no storage shed or other accessory structure may exceed 8 feet by 10 feet for width and depth and the highest point may not exceed 7 feet above the ground. All excersory structures require approval of Architectual Review Committee prior to construction. Materials for storage sheds and other accessory structures must be the same type and color as the primary structure on the Lot.

7. Front Porch and Façade. Each Residential Unit shall have a front porch; not less than 25% masonry front façade; and no more than 50% of the front façade may be garage area.

8. Exterior Paint Colors for Residential Units. The exterior paint colors of the Residential Units, and other buildings located on a Lot, shall be limited to non-primary colors and must be approved by the Architectural Control Committee in advance, and in accordance to the developed monotony code herein. At a minimum no two buildings may be constructed on a lot adjacent to an existing building of the same front elevation. The Architectural Review Committee requires a minimum of six distinct front elevations for the detached single-family units within the 45 Park Place Development.

9. Enforcement. The board of directors shall have the authority and standing, on behalf of the Association, to enforce in courts of competent jurisdiction, decisions of the Architectural Control Committee established in this Article. Enforcement shall be by proceedings at law or in equity, against any person or persons violating or attempting to violate any covenant or decision of the Architectural Control Committee either to restrain violation or recover damages, or both.

10. New Construction. No Residential Unit or any other building, or construction of any kind, shall be erected, placed, or performed on any Lot until construction plans and specifications, including, but not limited to, specifications on exterior materials and colors, and a plan showing the location of the structure, have been approved by the Architectural Control Committee as to type of materials, exterior colors, harmony of external design with existing structures, location of the Residential Unit on the Lot, finished grade elevation, front and side yard planting and landscaping plan. The term "construction," as used in this Article, shall include within its definition staking, clearing, excavating, and other similar site work. The Architectural Control Committee shall have complete discretion as to the

extent of detail required in plans and specifications to be submitted to it, and may waive any submission requirement called for by this Article. The Architectural Control Committee may approve several standard or prototype plans for such Residential Units and limit building plans to such standard or prototype plans.

11. Improvements and Alterations. No improvements or alterations, including, without limitation, fencing, walls, sidewalks, driveways, porches, play equipment, sports equipment, decks, patios or ornamental structures or property, including, without limitation, yard lighting, gazebos, pergolas, and fountains and ponds, shall be constructed, erected, placed or performed on any Residential Unit and/or Lot without the prior written consent of the Architectural Control Committee. Furthermore, no Owner may paint or otherwise decorate or change the appearance of any exterior portion of his Residential Unit or the grade or topography of his Lot without the prior written consent of the Architectural Control Committee. No permission or approval shall be required (i) to repaint in accordance with an originally approved color scheme, (ii) to rebuild in accordance with originally approved plans and specifications, or (iii) to decorate any Residential Unit or other improvement or Lot with temporary seasonal decorations that do not constitute a nuisance or annoyance to the neighborhood or which detracts from the attractiveness of the Real Estate. Nothing herein shall be construed to limit the right of an Owner to remodel the interior of his Residential Unit or to paint the interior of his Residential Unit any color he desires.

12. Approval or Disapproval of Plans. Following submission in writing by the Owner of required plans, specifications, and other information, the Architectural Control Committee shall thereafter as quickly as is prudently possible approve or disapprove such plans and specifications or request additional information reasonably required by the Architectural Control Committee. If the Architectural Control Committee shall fail to approve or disapprove such plans, or to request additional information within 20 days following submission of construction plans, the plans shall be deemed to be

approved and the requirements of this Article shall be deemed to have been fully complied with; provided, however, that plans that do not comply with the requirements of this Declaration or of the Development Plan shall be deemed disapproved. Upon approval by the Architectural Control Committee of any plans and specifications submitted pursuant to the provisions of this Declaration and upon approval by the applicable governmental agency authorized to issue building permits, a copy of such plans and specifications and a copy of all building permits as approved shall be deposited among the permanent records of the Association and a copy of such plans and specifications and building permits bearing such approval in writing, shall be returned to the applicant submitting the same.

13. Limitations. Construction or alterations in accordance with plans and specifications approved by the Architectural Control Committee shall be commenced within 6 months following the date upon which such plans and specifications are approved, and shall be substantially complete within 12 months following the date of commencement or within such longer period as the Architectural Control Committee shall specify in its approval. In the event construction is not commenced within such period, then approval of the plans and specifications by the Architectural Control Committee shall be conclusively deemed to have lapsed and compliance with the provisions of this Article shall again be required. There shall be no material deviation from plans and specifications approved by the Archtectural Control Committee without the prior consent in writing of the Architectural Control Committee. Approval for use on any Lot of any particular plans and specifications or design shall not be construed as a waiver of the right of the Architectural Control Committee to disapprove such plans and specifications or any elements or features thereof in the event such plans and specifications are subsequently submitted for use upon any other Lot or Lots.

14. Certification of Compliance. Upon the completion of the construction or alteration of any Residential Unit, or other improvements or structure in accordance with plans and specifications approved by the

Architectural Control Committee, the Architectural Control Committee shall, at the request of the Owner, issue a certificate of compliance which shall be prima facie evidence that the Residential Unit, building, or other improvements or structures referred to in the certificate have been approved by the Architectural Control Committee and constructed or installed in full compliance with the provisions of this Article, and with such other provisions and requirements of this Declaration as may be applicable.

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

16. Interpretation and Waiver. The Architectural Control Committee's interest in reviewing site and building designs is to assure that a high quality of compatible development is consistently achieved. In order to accommodate special situations which may not be foreseen, the Architectural Control Committee may, at its discretion and without any

obligation to do so, allow variances of certain requirements. Any variance granted is considered not to be precedent for future decisions.

17. Limitations of Review. The review and approval of plans by the Architectural Control Committee shall not be deemed to be an approval or review of the engineering design or be considered a certification that such plans comply with relevant zoning and building ordinances. The Architectural Control Committee's approval of plans shall not be deemed, on its behalf or on behalf of the Association or its Board and Officers, to be an assumption of liability or responsibility for any defect in any structure constructed from such plans.

18. Committee Access. Any member of the Architectural Control Committee, or itsauthorized representatives, may from time to time enter upon any Lot in order to inspect improvements constructed or being constructed on such Lot to ascertain whether such improvements have been, or are being, built in compliance with the plans approved by the Architectural Control Committee and this Declaration.

19. Fine for Failure to Obtain Approval. The Architectural Control Committee may fine and the Association may thereafter assess and collect up to $10,000.00 from an Owner for failure to obtain any required approval from the Architectural Control Committee.

ARTICLE VIII
EASEMENTS

In addition to easements hereinbefore or hereinafter specifically created or reserved, the following nonexclusive, perpetual easements are hereby created or reserved:

1. Easement to Association to Perform Its Duties. An easement is hereby created in favor of the Association, permitting it to enter into or upon

any Lot for the purpose of performing its powers and duties as described herein and in the Articles of Incorporation and Bylaws. The right established in this Section shall be exercised in a reasonable manner.

2. Easement for Utilities. Declarant shall have and hereby reserves easements to authorize the location, construction, maintenance and use of such portions of the Real Estate as Declarant may designate for drains, sanitary and storm sewers, gas and water mains and lines, electrical and telephone lines, cable television conduits and lines, community television antenna lines, fire warning and security systems and other utility lines and conduits for any and all purposes.

3. Easement for Area Marker and Community Mailboxes. An easement is hereby created in favor of the Association, permitting it to enter on, over and under portions of the Real Estate, for the purpose of constructing, maintaining, landscaping, repairing, and replacing an area marker (or markers) displaying the name "45 Park Place" or a name similar thereto, with approximate dimensions of any such area marker not to exceed six feet in height, by twelve feet in length, together with the right to construct and maintain electrical utility service to the area marker (or markers) for lighting. An easement is hereby further created in favor of the Association, permitting it to enter on, over and under the Lots for the purpose of constructing, maintaining, landscaping, repairing, and replacing community mailboxes, to the extent not maintained by the United States Postal Service.

4. Landscape and Drainage Easement. An easement is hereby created in favor of the Association, permitting it to enter on, over and under the Real Estate, for the purpose of maintaining and correcting landscaping and drainage of surface water, and to insure reasonable standards of health, safety and appearance. Such easement expressly includes the right to trim, cut and remove any trees, bushes or shrubbery, make any grading of the soil, or to take any other similar action reasonably necessary for such purposes,

following which the Association shall restore the affected property to its original condition to the extent reasonably practicable. The Association shall give reasonable notice of its intent to take any such action provided under this Section to all affected Owners unless in the sole discretion of the Association an emergency exists which must be remedied before such notice could reasonably be given. The reservation of an easement and right under this Section shall in no way be construed or interpreted to imply an obligation on the Association to maintain and correct the landscaping and drainage of surface water within the Real Estate, except to the extent the Real Estate is a part of the Common Area as expressly provided in this Declaration.

5. Easements Run with the Land. All easements and rights herein established shall run with the land, and unless specifically stated to be in gross, shall inure to the benefit of and be binding upon the Association, the Owners of all Lots and Residential Units located within the Real Estate, and their successors, heirs, and assigns, whether or not such easements are mentioned or described in any deed of conveyance.

ARTICLE IX
USE RESTRICTIONS

1. Land Use. None of the above-described Real Estate or the Lots may be improved, used or occupied for other than private, single-family residential purposes. No more than 3 persons unrelated by blood or marriage, their children, and other persons under their guardianship or other legally authorized custodial relationship, may reside in any Residential Unit on the Real Estate.

2. Livestock and Poultry. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any Lot, with the exception of dogs, cats, or household pets so long as they are not kept, bred, or maintained for any commercial purposes. No pigs, hogs or other swine will be allowed.

3. Garbage and Refuse. No Lot shall be used or maintained as a dumping ground for waste materials, including, without limitation, refuse, rubbish, trash, and garbage. Trash, garbage, or other waste shall not be kept on a Lot except in sanitary containers intended for such purpose.

4. Unfinished or Damaged Residential Units. No building shall be permitted to stand with its exterior in an unfinished condition for longer than six months after commencement of construction. In the event of fire, windstorm, or other damage, no building shall be permitted to remain in a damaged condition longer than six months after the date of damage.

5. Nuisances and Unlawful Uses. No noxious activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to other Owners of the Lots. Each Owner of a Lot shall refrain from making or permitting any disturbing noises by such Owner, such Owner's family, employees, agents, visitors, licensees, lessees and pets that will interfere with the rights, comfort or convenience of the other Lot Owners. No immoral, improper, offensive or unlawful use shall be made of any Lot, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction over the Real Estate shall be observed. The obligation of complying with requirements of governmental bodies as to the maintenance, modification or repair of any part of the Real Estate, shall be imposed on the same person who has the obligation to maintain and repair such Real Estate.

6. Maintenance of Lots. Each Owner shall maintain his or her Lot and Residential Unit in a sightly manner, and maintain the lawn and landscaping on his or her Lot, including, without limitation, the regular mowing and trimming, together with the removal of all debris and unsightly objects therefrom. Notwithstanding the foregoing, Owners shall be entitled to maintain compost bins for use in the breaking down of organic matter.

7. Parking in Streets. No part of the public streets shall be used for the parking of trailers, mobile homes, boats, boat trailers, equipment, machinery, or trucks (other than pickup trucks and the equipment used in the construction of Residential Units) for a period of longer than three hours, or any other vehicles not in daily use.

8. Vehicle Repair. No major repair, rebuilding, or maintenance of any vehicle shall be permitted except within the private enclosed garage appurtenant to a Residential Unit. The restriction in this Section shall pertain to, without limitation, the following: automobiles, trucks, campers, trailers, and boats.

9. Commercial Vehicles. Campers. Camper Trailers, and Recreational Vehicles. No trucks (other than pickup trucks), campers, camper trailers, recreational vehicles, or commercial vehicles shall be parked on any street, except while engaged in transportation to or from a Residential Unit, nor shall any commercial vehicles be stored or parked on any Lot except while parked in a closed garage appurtenant to a Residential Unit. An exception to these restrictions is made for vehicles involved in the construction of Residential Units being built. No unusable vehicle, salvage machinery, or other items of junk or salvage shall be stored, kept or parked overnight upon any Lot or any street.

10. Clotheslines. No permanent drying or hanging area for laundry of any kind shall be permitted on any Lot.

11. Storage Tanks. No exterior storage tank for fuel or anything else shall be allowed on any Lot.

12. Unfinished or Damaged Building. No building shall be permitted to stand with its exterior in an unfinished condition for longer than six (6) months after commencement of construction. In the event of fire, windstorm or other damage, no building shall be permitted to remain in a damaged

condition longer than six (6) months after the date of damage.

13. Easements. Easements for installation and maintenance of utilities and drainage facility are reserved as described in this Declaration and as shown on the Plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which 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, or which may obstruct or retard the flow or water through drainage channels in the easements. Except as expressly set forth in this Declaration, the easement area of each Lot and all improvements in it shall be maintained continuously by the Owner of the Lot, except for those improvements for which the Association, a public authority, or utility company, is responsible.

14. Limitation of Restrictions. Notwithstanding anything herein to the contrary, Declarant, and Declarant's grantees and assigns, may, while constructing and selling Residential Units, on any Lot or Lots, maintain such facilities upon the Lot or Lots as, in Declarant's sole discretion, may be necessary or convenient, including but without limitation, offices, storage areas, model units, and signs.

ARTICLE X
CHANGE OF MEMBERSHIP IN ASSOCIATION

Change of membership in the Association shall be established by recording a deed or other instrument in the Office of the Register of Deeds establishing a record title to a Lot and the delivery to the Association of a copy of such instrument. The Owner designated by such instrument shall thereby become a member of the Association, and the membership of the prior Owner shall thereby be terminated. In the event a Lot shall be sold pursuant to a contract by the terms of which the record title to the Lot shall not pass until full payment of the purchase price has been made by the contract purchaser, an Affidavit of Equitable Interest setting forth the name

of the contract purchaser and a description of the Lot sold shall be made by both the contract seller and the contract purchaser, and recorded in the Office of the Register of Deeds. A copy of such Affidavit of Equitable Interest shall be provided to the Association, together with the address of the contract seller to which notices required by this Declaration or the Bylaws shall be mailed. The contract purchaser as named in such Affidavit of Equitable Interest shall thereupon be considered the Owner of the Lot described therein for all purposes of this Declaration, the Bylaws, and Rules and Regulations of the Association as long as the contract is in force, and, by entering into such purchase contract, agrees to assume all obligations imposed upon the Owner of such Lot as are imposed by this Declaration, the Bylaws, and Rules and Regulations of the Association. In no event, however, shall the contract seller be released from any obligation as the Owner of the Lot described in such Affidavit until a deed conveying fee simple title to the Lot to the contract purchaser shall have been recorded in the Office of the Register of Deeds and a copy of such deed delivered to the Association. In lieu of recording a deed with the Register of Deeds, a final order entered by a court of competent jurisdiction transferring ownership of a Lot shall transfer such title, provided a certified copy of such final order is delivered to the Association. If title to a Lot shall be transferred by a transfer-on-death deed, the death of the Owner shall transfer such title as set forth in such deed, provided a certified copy of the death certificate, or other evidence of death as may be required by the Association, shall be delivered to the Association.

ARTICLE XI
ASSOCIATION DUTIES AND POWERS

1. Duties. The Association shall have the following duties:

(a) To perform such duties as set forth elsewhere in this Declaration; and

(b) To do and perform such other things as may from time to time

be necessary to maintain the quality and appearance of 45 Park Place Addition.

2. Powers. The Association shall have the following powers:

(a) To fix, levy, and collect fees and charges, whether regular or special, for the purpose of performing its duties under this Declaration;

(b) To make, amend, and enforce Rules and Regulations governing the use of Real Estate and Common Areas, and the maintenance of the Lots and Residential Units which rules and regulations shall be consistent with the rights and duties established by this Declaration;

(c) To take any action or perform any act authorized in this Declaration; and

(d) To perform, carry out, and exercise any and all other powers, functions, measures, and tasks deemed necessary by the Association for the convenience, benefit, and enjoyment of the Owners, and to fix, levy, and collect any fees and charges necessary to pay the cost of any of the foregoing.

3. Implementation of Powers and Duties. The Association shall carry out its duties and exercise its powers pursuant to the following provisions:

(a) Limitation Upon Liability of Association. Notwithstanding the duty of the Association to maintain and repair parts of the Real Estate, the Association shall not be liable to any Owner, any Owner's family, invitees, guests, or tenants, for injury or damage, other than the cost of maintenance and repair, caused by any latent condition of the property to be maintained and

repaired by the Association.

(b) Restraint Upon Assignment of Shares in Assets. The share of an Owner in the funds and assets of the Association cannot be assigned, hypothecated, or transferred in any manner except as an appurtenance to his Lot.

(c) Approval or Disapproval of Matters. Whenever the decision of an Owner is required upon any matter, whether or not the subject of an Association meeting, such decision shall be expressed by the same person who would cast the vote of such Owner if in an Association meeting, unless the joinder of record Owners is specifically required by this Declaration.

(d) Voting Rights. Members of the Association shall be entitled to voting rights as set forth in this Declaration.

(e) Books of Receipts and Expenditures. The board of directors shall keep detailed accurate records, in chronological order, of receipts and expenditures affecting the Real Estate and the operations under this Declaration, and such record shall specify and itemize the maintenance and repair expenses of the Association and any other expenses incurred.

(f) Legal Action. The Association shall have the right and authority, but not the obligation, for and on behalf of the Owners to initiate or defend any legal action or claim arising out of their ownership of Lots, and to negotiate any settlement thereof, including, without limitation, the payment of all or any part of a claim and to levy as a special assessment upon the Owner or Owners against whom such legal action or claim shall have been asserted.

(g) Borrow Money. The board of directors shall have the right to borrow money to meet requirements from time to time for working capital, Common Expenses, and emergencies; however, no single loan shall exceed $25,000.00, loans at any time outstanding shall not exceed $75,000.00 in the aggregate, and no loan shall be entered into having a maturity date in excess of 5 years. Any loan or loans in excess of such limits or for a longer maturity shall be made only with the affirmative vote in person or by proxy of Members representing at least 80% of the Lots at an annual or special meeting of the Members.

ARTICLE XII
LOTS SUBJECT TO DECLARATION, BYLAWS, AND RULES AND REGULATIONS

1. Lot Owners, Tenants and Occupants. All present and future Owners of Lots, and tenants and occupants of the Residential Units shall be subject to and shall comply with the provisions of this Declaration, the Bylaws, and Rules and Regulation of the Association, as they may be amended from time to time. The acceptance of a deed or conveyance, or the entering into of a lease or occupancy of any Lot or Residential Unit shall constitute an agreement that the provisions of this Declaration, the Bylaws and the Rules and Regulations, as they may be amended from time to time, are accepted and ratified by such Owner, tenant or occupant, and all of such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in such Lot and/or Residential Unit situated thereon, as though such provisions were recited and stipulated at length in each and every deed, conveyance, or lease thereof. An Owner shall automatically be a member of the Association, and shall remain a member of the Association unit until such time as his ownership ceases for any reason, at which time his membership in the Association shall automatically cease. Failure of an Owner to comply with this Declaration, the Bylaws, and the Rules and Regulations, as they may be amended from time to

time, shall entitle the Association or other Owners to the following relief, in addition to the remedies that may be provided by law:

(a) Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration, the Bylaws, or the Rules and Regulations of the Association. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The Association shall have the further right by two-third's vote of its entire board of directors to levy fines up to and including $500.00 for each violation (with each day that a violation exists being a separate violation), against any Owner who has breached or threatens to breach any of the provisions of this Declaration, the Bylaws of the Association, or the Rules and Regulations of the Association, and to charge such fine as an additional assessment against such Owner.

(b) Negligence. An Owner shall be liable for the expense of any maintenance, repair, or replacement to or of the Real Estate, or any Lot or Residential Unit, including his own, rendered necessary by his act, neglect or carelessness, or by that of any member of his household, or his or their guests, employees, agents or lessees, but only to the extent that such expense is not fully covered by the proceeds of insurance carried by the Association.

(c) Costs and Attorneys' Fees. In any proceeding arising because of an alleged failure of an Owner to comply with the terms of the Declaration, the Bylaws, or the Rules and Regulations of the Association, as they may be amended from time to time,

including but not limited to, the failure to pay any fee or expense when due, the Association shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees as may be incurred by the Association.

(d) Abating and Enjoining Violations by Owners. The violation of any of the Rules and Regulations adopted by the board of directors, or the breach of any Bylaw, or the breach of any provision of this Declaration, shall give the board of directors the right, in addition to any other rights set forth herein: (a) to enter on or in the Lot or Residential Unit on or in which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Owner, any structure, thing, or condition that may exist therein contrary to the intent and meaning of the provisions hereof, and the board of directors shall not thereby be deemed guilty in any manner of trespass; and/or (b) to enjoin, abate, or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach.

(e) Remedies Cumulative. All rights, remedies and privileges granted to the Association or the Owners, or any Owner, pursuant to the terms, provisions, covenants, or conditions of this Declaration, the Bylaws or the Rules and Regulations of the Association, shall be deemed to be cumulative, and the exercise of any one or more of them shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other additional rights, remedies or privileges as may be available to such party at law or in equity.

2. Exemption of Developer from Restrictions. Notwithstanding anything contained in this Declaration to the contrary, none of the restrictions

contained in this Declaration shall be construed or deemed to limit or prohibit any act of the Declarant, its employees, agents and subcontractors, or parties designated by it in connection with the construction, completion, sale or leasing of the Lots. Notwithstanding any provisions of this Declaration to the contrary, Developer shall further have the right to use any Lot owned by it for model home purposes in the furtherance of its sales program. The foregoing shall include, without limitation, the right to display and erect signs, billboards, placards and to store, keep and exhibit same and to exhibit and distribute audio and visual promotional materials upon the Common Area or in model homes.

ARTICLE XIII
AMENDMENT

1. Amendments to Declaration. Amendments to this Declaration, including, without limitation, any changes, modifications, deletions of existing provisions, additions of new covenants and provisions, and terminating this Declaration in its entirety (collectively, "Amendment" or "Amendments"), shall be made by an instrument in writing entitled "Amendment to Declaration" which sets forth the entire amendment. Except as otherwise specifically provided for in this Declaration, any proposed amendment must be approved by a majority of Association's board of directors prior to its adoption by the Association Members. Amendments may be adopted at a meeting of the Association Members upon the approval thereof of members representing 66% of all of the Lots entitled to vote at such meeting, or without any meeting if all Association Members have been duly notified and if members representing 66% of all of the Lots entitled to vote at such a meeting, if held, consent in writing to such amendment In all events, the Amendment when adopted shall either (i) be executed by all the Members who approved of such Amendment, or (ii) bear the signature of the President of Association and shall be attested by the Secretary, who shall state the amendment was properly adopted, and shall be acknowledged by them as officers of the Association. Amendments once properly adopted

shall be effective upon recording of the Amendment to Declaration in the appropriate governmental offices.

2. Effect of Amendment. It is specifically covenanted and agreed that any amendment to this Declaration properly adopted will be completely effective to amend any and all of the easements, covenants, conditions and restrictions contained herein which may be affected and any or all clauses of this Declaration, unless otherwise specifically provided in the section being amended or the amendment itself.

3. Required Approvals. Notwithstanding any provision of this Article XIII to the contrary, until expiration of the Marketing Phase, this Declaration may not be amended by the Association Members pursuant to this Article XIII without the written consent of Declarant, which may be withheld for any reason.

4. Declarant's Right to Amend. Notwithstanding any other provision of this Article XIII, until the expiration of the Marketing Phase, Declarant reserves the right to amend this Declaration without the approval of Association's board of directors, the Association Members or any Owner or other Person; provided, however, that no such amendment shall have the effect of changing the Plat of an Owner's Lot without the consent of the Owner.

ARTICLE XIV
MISCELLANEOUS PROVISIONS

1. Duration. The covenants, conditions, and restrictions of this Declaration shall run with and bind the Real Estate subject to this Declaration, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any Lot their respective legal representatives, heirs, successors and assigns, for a term of 30 years from the date that this Declaration is

recorded, after which time such covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by Owners representing 66% of the Lots has been recorded, agreeing to abolish these covenants, conditions, and restrictions, or to Amend them in whole or in part as more fully set forth in Article XIII.

2. Severability. The invalidity in whole or in part of covenants or restrictions, or any Section, subsection, sentence, clause, phrase or word, or other provision of this Declaration shall not affect the validity of remaining portions thereof.

3. Notices. Unless otherwise provided in this Declaration, all notices or other communications under this Declaration shall be in writing and shall be deemed to have been duly given if delivered personally, or if sent, postage prepaid, by United States mail:

(a) If to an Owner, at the address which the Owner has designated in writing and filed with the Association provided, however, that if there is more than one Owner of any Lot, notice need only be sent to one address, or, if no such address has been designated, at the address of the Residential Unit of such Owner, or

(b) If to the Association, at the principal office of the Association or the Managing Agent, if any, or at such other address as shall be designated by the notice in writing to the Owners pursuant to this Section.

4. Captions. The captions are inserted only as a matter of convenience and for reference, and in no way define, limit, modify, or supplement this Declaration or the intent of any provision thereof.

5. Construction. Whenever the context so permits, the use of plural shall include the singular, the singular the plural, and the use of any gender shall be deemed to include all genders.

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IN WITNESS WHEREOF, this Declaration of Covenants, Conditions and Restrictions is hereby duly authorized and executed as of the year and day above stated.

45 PARK PLACE, LLC
a Kansas limited liability company

BY: _____
Don Bell, Jr, Manager

STATE OF)
) ss:
COUNTY OF DOUGLAS)

BE IT REMEMBERED, that on this _____ day of _____, 2006, before me, the undersigned a notary public in and for the county and state aforesaid, came LANCE M. JOHNSON, Manager of 45 PARK PLACE, LLC, a Kansas limited liability company, who is personally known to me to be the same person who executed the within and foregoing Declaration, and such person duly acknowledged the execution of the same on behalf of said limited liability company.

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

Notary Public _____

My appointment expires: _____

FILE COPY

GBA GEORGE BUTLER ASSOCIATES, INC.

Engineers • Architects
One Renner Ridge
9801 Renner Boulevard
Lenexa, Kansas 66219-9745
Telephone 913.492.0400
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gba@gbutler.com
www.gbutler.com

City of Parkville
ORD 2262
Exhibit # H

April 19, 2006

Mr. Joel D. Riggs, P.E.
c/o Peridian Group
265 N. Stone Creek Drive
Gardner, KS 66030

SUBJECT: Traffic Impact Study
Proposed 45 Park Place Residential Development
Parkville, Missouri

Dear Mr. Riggs:

As requested, George Butler Associates, Inc. (GBA) has completed the required traffic analyses in association with the proposed 45 Park Place residential development located in Parkville, Missouri. As you are aware, GBA is also involved with the ongoing location study for MoDOT along the Missouri Route 45 corridor between the I-435 interchange and the Missouri Route 9 intersection.

The primary purpose of this study was to provide a comparison of the trip generation estimates utilized in the MoDOT location study versus the currently planned land uses on both the subject property and the adjacent planned Vertical Ventures II commercial development. For the purposes of this study, the design traffic volumes that were presented in the MoDOT location study for the intersection of Missouri Route 45 with Brink Meyer Road (future Brush Creek Parkway) have been revised to reflect the current development plans. Based upon these revised design traffic volumes, the geometric and traffic control improvement needs at the intersection in order to serve the proposed developments were determined. The study location is shown on the attached **Exhibit 1**.

EXISTING CONDITIONS

Existing Roadway: Currently, Missouri Route 45 is a two-lane highway through the intersection with Brink Meyer Road. The posted speed limits on the study roadways are 55 miles per hour on Missouri Route 45, and 30 miles per hour on Brink Meyer Road. Brink Meyer Road south of Missouri Route 45 currently has a 40'-wide, back to back, curb and gutter cross-section southward along the frontage of the Vertical Ventures II property. Near the northern 45 Park Place property line, Brink Meyer Road transitions to a two-lane gravel roadway and curves to the east. The intersection of Brink Meyer Road with Missouri Route 45 is currently stop sign controlled.

Existing Traffic Counts: The traffic volumes utilized in the completed analyses were based upon existing traffic counts performed by GBA during October 2005 in association with the MoDOT location study for Missouri Route 45. The existing traffic volumes at

the study intersection during the A.M. and P.M. peak commuter periods are depicted on the attached **Figure 1**.

PROPOSED CONDITIONS

Trip Generation: Based upon the site plan dated February 6, 2006, the proposed 45 Park Place residential development includes 288 apartments, 56 rowhouses, 72 8-plex condominiums, and 74 single-family residential lots. The site-generated traffic that would be expected from the proposed 45 Park Place development is detailed on the attached **Table 1**. Similarly, this table depicts the planned commercial land uses within the adjacent Vertical Ventures II commercial property located to the north of the 45 Park Place development.

Table 1 lists the proposed land uses, along with the number of respective daily, A.M. commuter peak hour, and P.M. commuter peak hour vehicle-trips that the proposed developments are expected to generate when fully operational. It should be noted that the trip generation estimates utilized for this study were based upon the latest edition (i.e., 7th ed.) of the Institute of Transportation Engineers' (ITE) "*Trip Generation Handbook.*"

It should also be noted that the trip generation estimates listed in **Table 1** incorporate reduction factors to account for joint-use and intra-zone trips that would not be expected to impact the study intersection, as utilized in the MoDOT location study. Based upon previous travel demand modeling completed by George Butler Associates, Inc. within the Kansas City metropolitan area and throughout the State of Missouri, the following reduction factors were applied to the trip generation estimates for each respective land use type:

Single Family Residential	30% Reduction
Low-Rise Apartments	20% Reduction
Condominium / Townhouses	20% Reduction
Shopping Center	25% Reduction

Table 1 also depicts the expected net increase in traffic during the commuter peak hours when compared to the previous trip generation estimate from the MoDOT location study. As shown in the table, the proposed developments are expected to generate a total of 422 additional trips during the A.M. peak hour and a total of 458 additional trips during the P.M. peak hour.

Traffic Assignment: The proposed site-generated traffic volumes from **Table 1** were assigned to the existing street system based upon the following trip distribution pattern:

To/From the West on Missouri Route 45	50%
To/From the East on Missouri Route 45	30%
To/From the East on Brink Meyer Road	20%

Existing Plus Site Volumes: The attached **Figures 2 and 3** summarize the addition of site-generated traffic volumes from the 45 Park Place residential and Vertical Ventures II

commercial developments to the existing background traffic volumes. **Figure 2** includes only the traffic generated by the single-family residential portion of the 45 Park Place development and the convenience store with gas pumps / drive-through fast food restaurant in the Vertical Ventures II commercial development, designated as Phase 1A on **Table 1**. As shown on the figure, the total entering traffic through the study intersection during the A.M. and P.M. peak periods is 885 and 920 vehicles per hour, respectively. During the A.M. and P.M. peak periods, the 45 Park Place development generates 35 and 55 vehicle trips, respectively. The Vertical Ventures II development generates 200 and 230 vehicle trips during the A.M. and P.M. peak hours, respectively. **Figure 3** includes all Phase 1 construction from both the 45 Park Place and the Vertical Ventures II developments, designated as Phases 1A and 1B on **Table 1**. Phase 1B includes the 56 row-houses and 72 eight-plexes planned in the 45 Park Place development, as well as a 100-room hotel and 32,320 square feet of retail space in the Vertical Ventures II development. As shown on the figure, the total entering traffic through the study intersection during the A.M. and P.M. peak periods is 975 and 1105 vehicles per hour, respectively. During the A.M. and P.M. peak periods, the 45 Park Place development generates 80 and 100 vehicle trips, respectively. The Vertical Ventures II development generates 265 and 350 vehicle trips during the A.M. and P.M. peak hours, respectively.

Future Traffic Volumes: Traffic volumes for the projected 5-year and 25-year future peak hours at the intersection of Missouri Route 45 with Brink Meyer Road are summarized on **Figures 4 and 5**, respectively. The design traffic volumes utilized in these analyses were based upon the anticipated development along the Missouri Route 45 corridor from the MoDOT location study, and the full development of the proposed 45 Park Place and Vertical Ventures II developments. Again, the study corridor for the MoDOT location study along Missouri Route 45 extends between the I-435 interchange on the west and the intersection with Missouri Route 9 on the east.

CAPACITY ANALYSES

The traffic operations during the design peak periods were evaluated by computing the respective service capacities, amounts of vehicle delay, Levels of Service (LOS), and vehicle queuing requirements for each vehicular movement at the intersection of Missouri Route 45 with Brink Meyer Road for the respective traffic volume scenarios. It should be noted that the analysis of all stop sign controlled or signalized intersections were analyzed with the Trafficware Synchro 6 software package, as required by MoDOT staff.

The quality of traffic flow, or Level of Service (LOS), is rated from Level A to Level F as described on **Exhibit A**. LOS "A" represents the best condition, when little or no vehicle delay occurs. LOS "F" represents the worst condition when traffic demand exceeds capacity and resulting vehicle queuing interferes with the operation of other traffic movements at or adjacent to the intersection. Acceptable design levels of service are generally either LOS "C" or LOS "D."

Existing Traffic Conditions: Utilizing the existing traffic volumes, lane configurations, and traffic controls, the completed analyses indicate that all individual movements currently operate at LOS "C" or better. The results of the completed analyses for this traffic volume scenario are depicted on the attached **Figure 6**.

Existing Plus Site (Phase 1A): The results of the completed analyses for the existing plus site (Phase 1A) traffic volumes at the intersection of Missouri Route 45 with Brink Meyer Road are depicted on **Figure 7**. Based upon MoDOT's current Access Management guidelines, both an exclusive left turn lane and an exclusive right turn lane would be required on Missouri Route 45 at the study intersection in order to serve the initial phase of these proposed developments. Therefore, the intersection capacity analyses for this traffic volume condition were completed with these required geometric improvements. Based on the unsignalized capacity analyses, all movements would be expected to operate at LOS "C" or better during both the A.M. and P.M. peak hours.

Existing Plus Site (Phase 1A and 1B): The results of the completed analyses for the existing plus site (Phase 1A and 1B) traffic volumes at the intersection of Missouri Route 45 with Brink Meyer Road are depicted on **Figure 7B**. According to the 2003 Manual on Uniform Traffic Control Devices (MUTCD), the Peak Hour traffic signal warrant (i.e., Warrant 3) would be expected to be satisfied under these traffic volume conditions. The intersection capacity analyses were completed with these required traffic signalization improvements. The capacity analyses indicated that the overall intersection would be expected to operate at LOS "C" during both the A.M. and P.M. peak hours.

It should be noted that the planned 45 Park Place and Vertical Ventures II sites are under development by different ownerships; therefore, the phased development plans and relative timing are uncertain. The warrant for traffic signalization could be satisfied by multiple combinations of land uses within the 45 Park Place or Vertical Ventures II developments. For this reason, it is recommended that the study intersection be periodically monitored in order to determine when the installation of the traffic signal is required.

5-Year Plus Site Traffic Conditions: The results of the completed analyses for the year 2010 scenario at the intersection of Missouri Route 45 with Brink Meyer Road are depicted on **Figure 9.** The capacity analyses revealed that the overall intersection would be expected to operate at a LOS "C" during both the A.M. and P.M. peak hours, with the geometric and traffic control improvements discussed previously. During the P.M. peak hour, the completed analyses indicated that vehicle queuing for northbound vehicles at the study intersection may spillback and block the convenience store access drive onto Brink Meyer Road. Therefore, dual left turn lanes may be required on the northbound approach of Brink Meyer Road to mitigate this condition.

25-Year Plus Site Traffic Conditions: The previously completed analyses from the MoDOT location study indicated the need for an additional through lane in each direction on Missouri Route 45, with an exclusive eastbound right turn lane and an exclusive westbound left turn lane. With the additional traffic generated by the 45 Park Place and

the Vertical Ventures II developments, the analyses indicate that dual northbound left turn lanes will also be required at the intersection of Missouri Route 45 with Brink Meyer Road. With this improvement, the capacity analyses indicated that the overall intersection would be expected to operate at a LOS "C" during both the A.M. and P.M. peak hours. The results of the completed analyses for the future year 2030 traffic volume scenario at the intersection of Missouri Route 45 with Brink Meyer Road are depicted on **Figure 10**.

SUMMARY AND RECOMMENDATIONS

Based upon the completed intersection capacity analyses, several geometric and traffic control improvements are recommended in order to increase the safety and traffic operations at the study intersection of Missouri Route 45 with Brink Meyer Road.

- In order to serve the Existing plus Phase 1A traffic volume conditions, an exclusive eastbound right turn lane and an exclusive westbound left turn lane should be constructed at the study intersection based on the current MoDOT Access Management guidelines.

- According to the latest edition of the MUTCD, the Peak Hour traffic signal warrant would be expected to be satisfied under the Existing plus Phase 1A and 1B traffic volume conditions. Therefore, it is recommended that the study intersection be periodically monitored to determine when a traffic signal should be installed in order to facilitate the traffic operations associated with this phase of the proposed developments.

- The recommended lane configurations and traffic signal improvements would be expected to remain adequate to serve the 2010 plus site traffic volume conditions. However, the addition of a northbound dual left turn lane on Brink Meyer Road should be considered in order to minimize the impacts of vehicle queuing on the traffic operations at the proposed convenience store access drive onto Brink Meyer Road.

- In order to serve the 2030 plus site traffic volume conditions, an additional through lane will be required in each direction on Missouri Route 45. Brink Meyer Road will need to be widened to accommodate dual left turn lanes on the northbound approach in order to improve the overall traffic operations at the study intersection under the projected future traffic demands.

- It is recommended that the existing 40'-wide roadway cross-section on Brink Meyer Road (future Brush Creek Parkway) be extended southward at least through the planned "T"-type intersection with the east-west portion of Brink Meyer Road. This roadway width will allow the striping of a center turn lane along the frontage of the proposed developments in order to facilitate turning movements into the planned development access drives, and create a southbound

left turn lane at the intersection of Brush Creek Parkway with Brink Meyer Road. This roadway section can then be extended further southward from this intersection if and/or when future development dictates.

We appreciate the opportunity to be of service to you on this very important project. Please feel free to contact us if you should have any questions or need additional information.

Respectfully submitted,

GEORGE BUTLER ASSOCIATES, INC.

David J. Mennenga, P.E., PTOE
Senior Traffic Engineer

EXHIBIT A

Level of Service Definitions

Level of service criteria are outlined in the 2000 edition of the *"Highway Capacity Manual"* (HCM) for both signalized and unsignalized intersections. The HCM defines the level of service as a measure of the quality of traffic flow. There are six different levels of service for each facility type, each representing a range of operating conditions. Each level of service is designated by a letter from "A" to "F", with "A" being the most desirable condition and "F" being the least desirable condition. The level of service criteria, as reported by the 2000 HCM, for both signalized and unsignalized intersections, are listed below:

Unsignalized Intersections		**Signalized Intersections**	
Level of Service	**Average Total Delay (sec/veh)**	**Level of Service**	**Stopped Delay per Vehicle (sec)**
A	≤ 10	A	≤10
B	> 10 and ≤ 15	B	> 10 and ≤ 20
C	> 15 and ≤ 25	C	> 20 and ≤ 35
D	> 25 and ≤ 35	D	> 35 and ≤ 55
E	> 35 and ≤ 50	E	> 55 and ≤ 80
F	> 50	F	> 80

N.T.S.

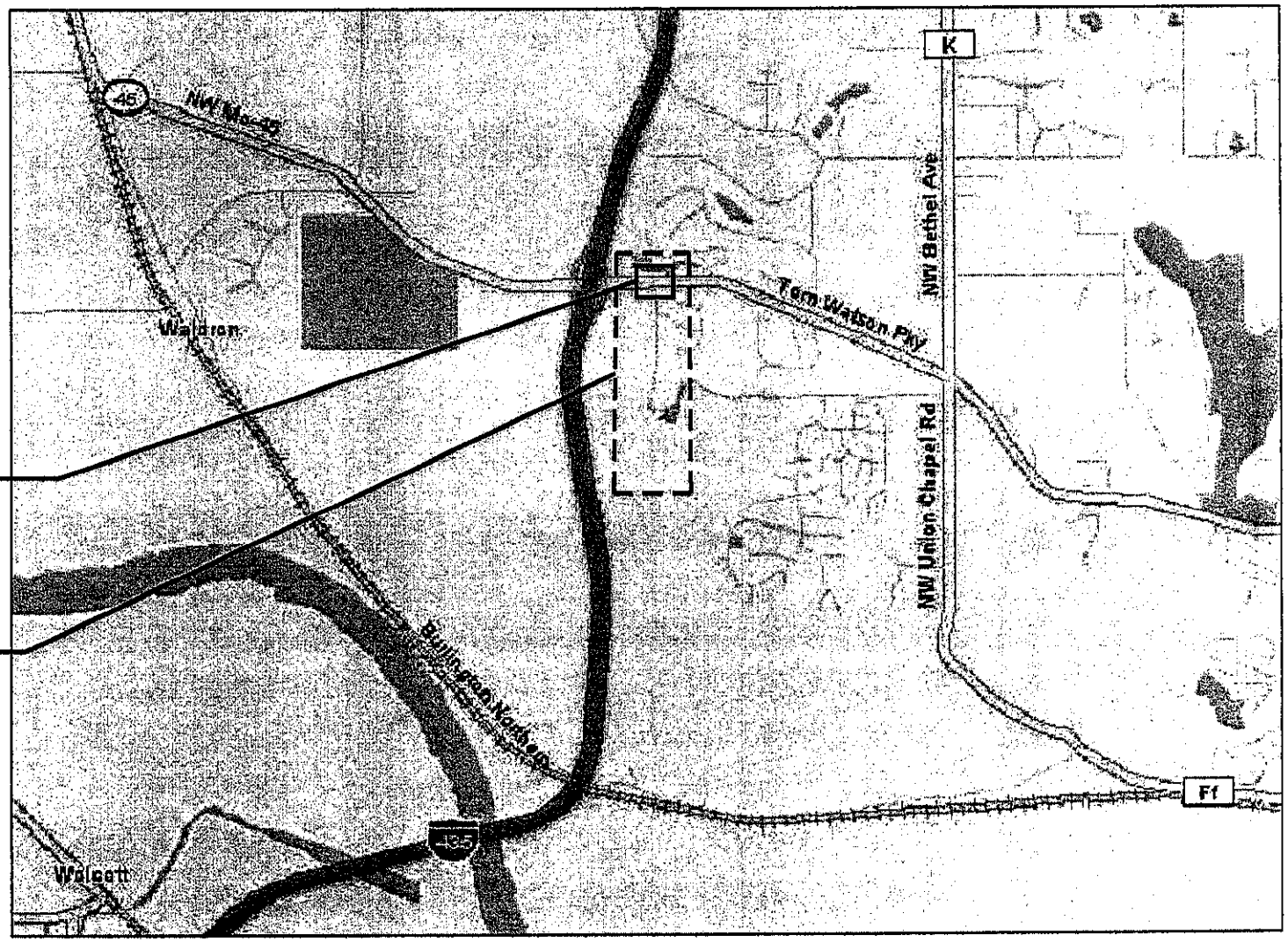

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EXHIBIT 1
Regional Map
Highway 45 and Brink Meyer Road

Table 1

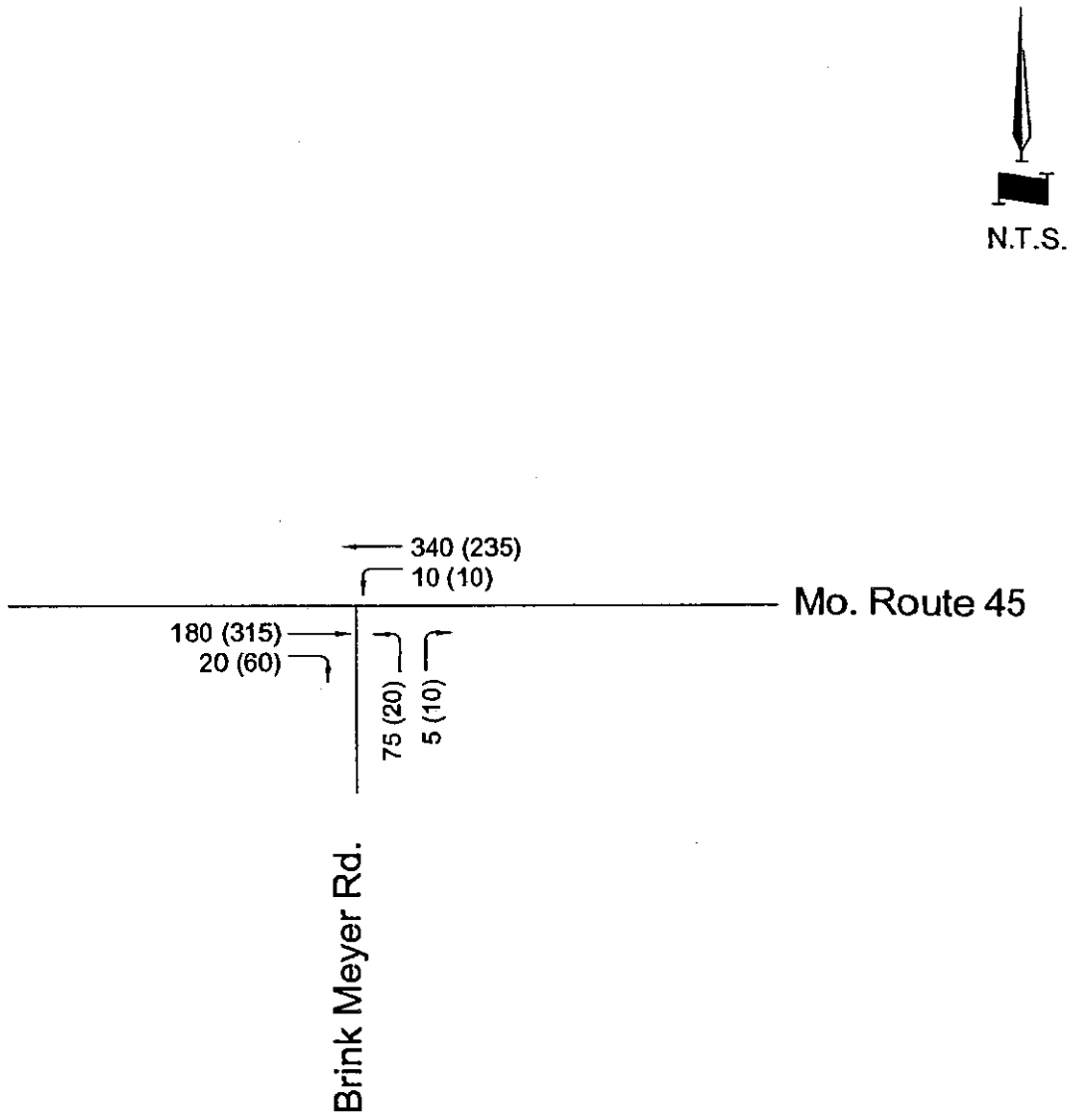
Adjusted Trip Generation Summary
Institute of Transportation Engineers 7th Edition

Route 45-Brink Meyer Development
Parkville, MO

LAND USE CODE	LAND USE	FLOOR AREA Sq. Ft.	MISC. Quantity	MISC. Unit	ADT (VPD)	A.M. PEAK HOUR (VPH) IN	A.M. PEAK HOUR (VPH) OUT	P.M. PEAK HOUR (VPH) IN	P.M. PEAK HOUR (VPH) OUT
45 Park Place Development									
Phase 1A									
210	Single Family Dwelling Unit		74	Home	552	11	32	36	21
Phase 1B									
230	Condominium / Townhouses		128	Unit	633	9	42	39	19
Phase 2									
220	Apartment		288	Unit	1,505	23	93	91	50
					2,690	43	167	167	90
Vertical Ventures II Development									
Phase 1A									
853	Convenience Market w/ Gasoline Pumps		16	Fuel Pos.	6,511	103	103	116	116
934	Fast-Food Rest. w/ Drive-Through Window	1,525			567	31	30	20	19
Phase 1B									
310	Hotel		100	Room	391	19	12	23	21
820	Shopping Center	32,320			1,259	17	11	56	61
Phase 2									
820	Shopping Center	182,730			7,119	96	62	317	344
					15,848	266	218	533	560
	Phase 1A Total				7,630	144	165	172	155
	Phase 1B Total				2,284	45	65	119	101
	Phase 2 Total				8,624	119	155	409	394
	Grand Total				**18,538**	**308**	**384**	**699**	**650**

MoDOT Location Study Trip Generation Estimate

LAND USE CODE	LAND USE	F.A.R.	FLOOR AREA Sq. Ft.	LAND AREA Acres	MISC. Quantity	MISC. Unit	ADT (VPD)	A.M. PEAK HOUR (VPH) IN	A.M. PEAK HOUR (VPH) OUT	P.M. PEAK HOUR (VPH) IN	P.M. PEAK HOUR (VPH) OUT
221	Low-Rise Apartments			18	216	Unit	1,195	18	66	69	38
820	Shopping Center	0.25	217,800	20			8,448	114	73	377	408
	TOTALS:						9,642	132	138	445	446
Net Increase with Proposed Developments							+8,896	+176	+246	+254	+204



LEGEND

P.M. Peak Hour Total Traffic Volume (vph)

500 (500)

A.M. Peak Hour Total Traffic Volume (vph)

Vehicle Movement

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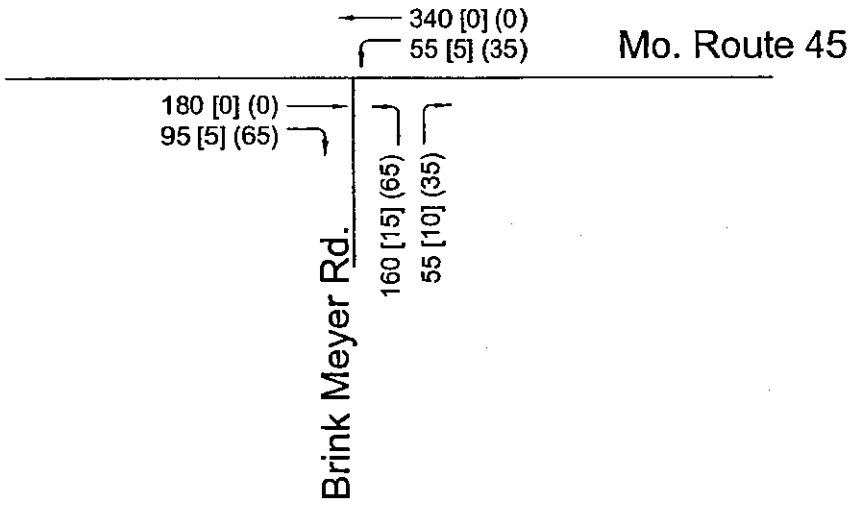
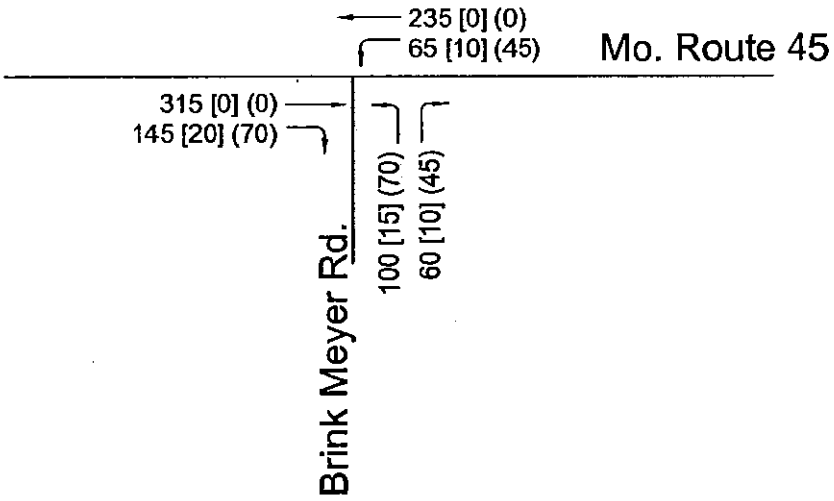
FIGURE 1
Existing
Traffic Volumes

N.T.S.

A.M. Peak Hour



P.M. Peak Hour



LEGEND

45 Park Place Generated Traffic Volume (vph)

500 [500] (500) — Vertical Ventures II Generated Traffic Volume (vph)

Peak Hour Total Traffic Volume (vph)

Vehicle Movement

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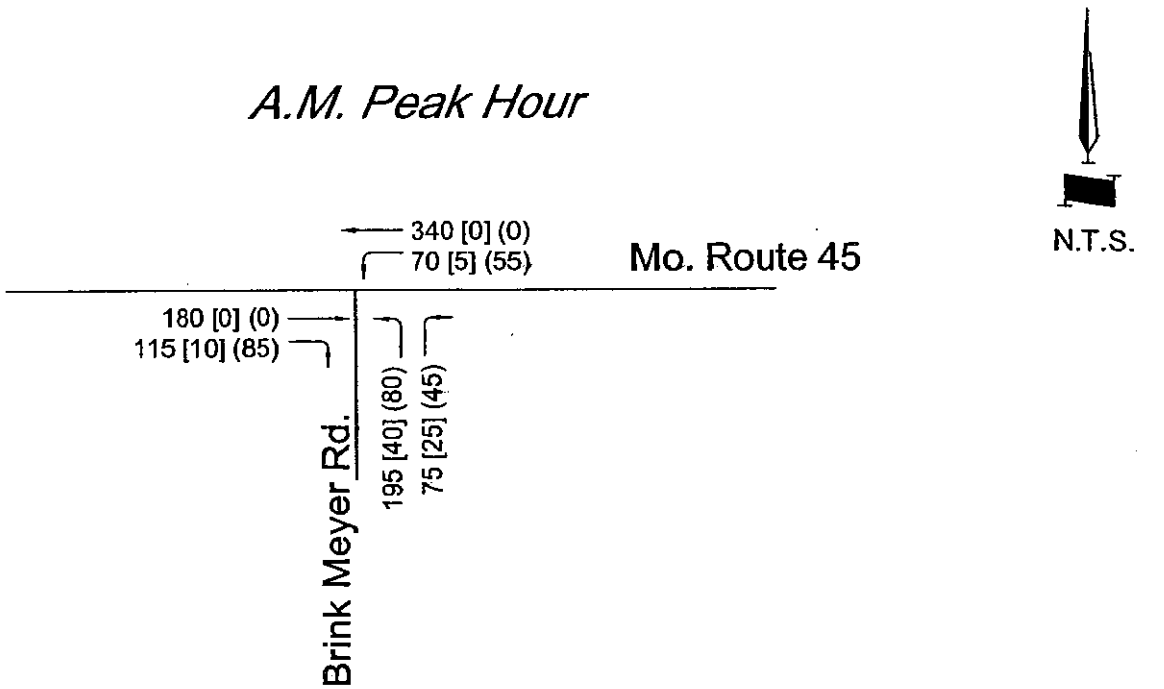
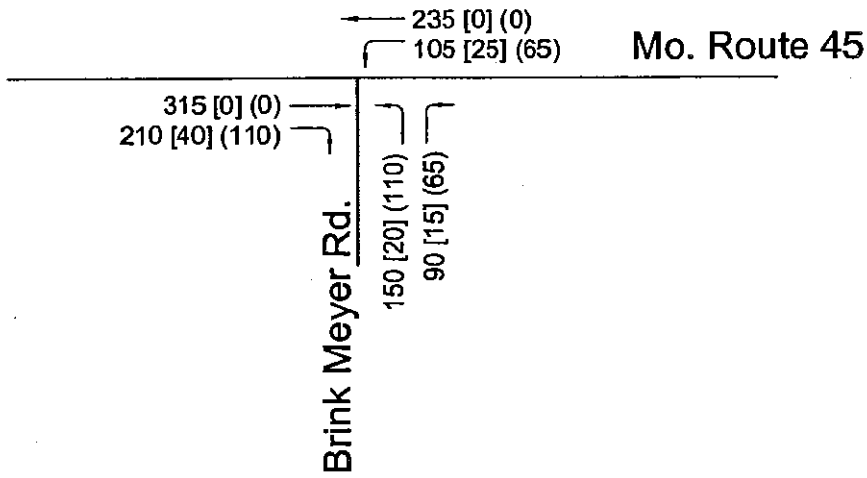
FIGURE 2
Existing+Site
(Phase 1A)
Traffic Volumes

A.M. Peak Hour



P.M. Peak Hour



LEGEND

45 Park Place Generated Traffic Volume (vph)

500 [500] (500) — Vertical Ventures II Generated Traffic Volume (vph)

Peak Hour Total Traffic Volume (vph)

Vehicle Movement

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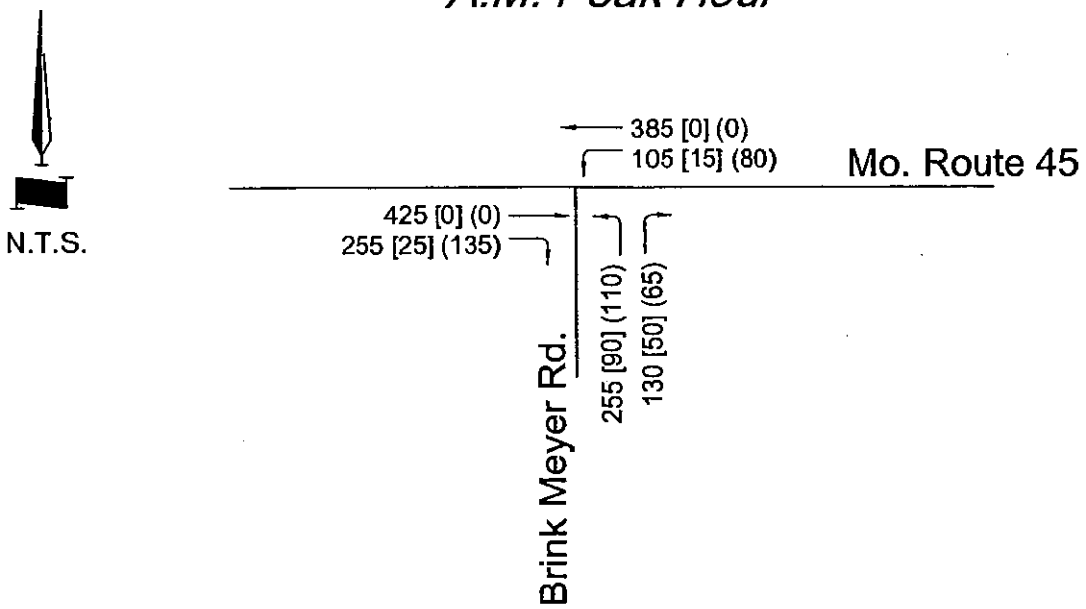
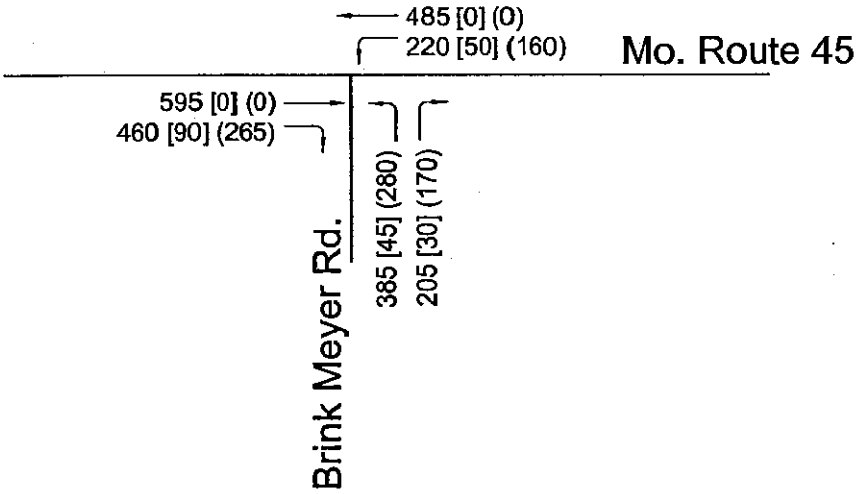
FIGURE 3
Existing+Site (Phase 1A+1B) Traffic Volumes

A.M. Peak Hour



P.M. Peak Hour



LEGEND

45 Park Place Generated Traffic Volume (vph)

500 [500] (500) ← Vertical Ventures II Generated Traffic Volume (vph)

Peak Hour Total Traffic Volume (vph)

Vehicle Movement

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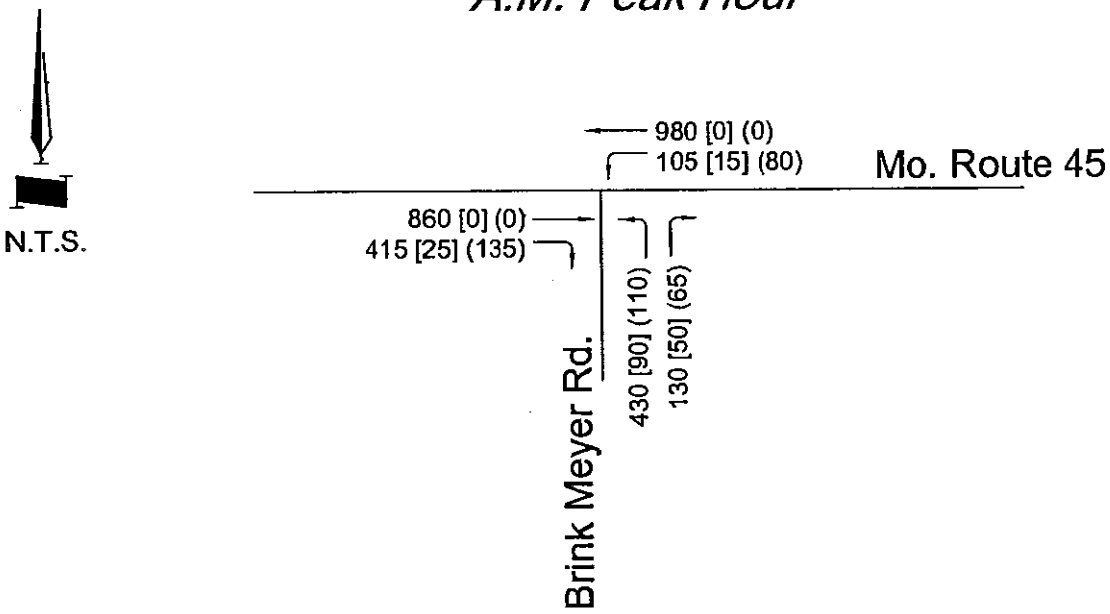
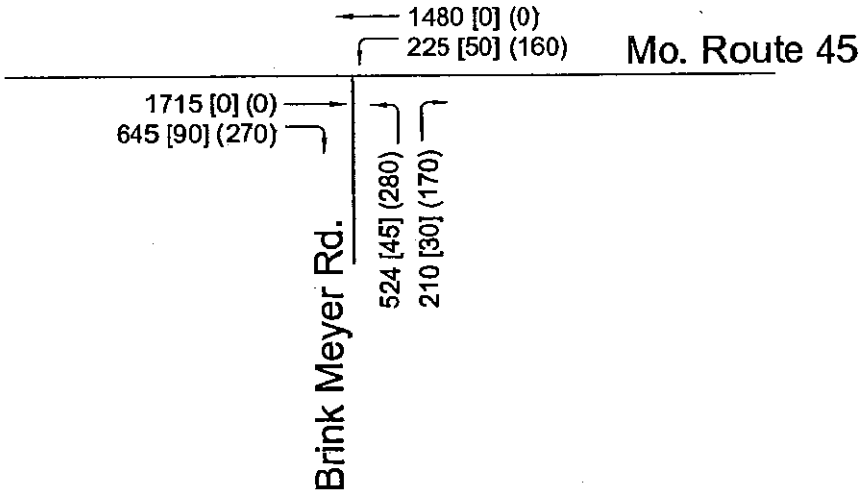
FIGURE 4
2010+Site
(Full Development)
Traffic Volumes

A.M. Peak Hour



P.M. Peak Hour



LEGEND

Site Generated Traffic Volume (vph)

500 (500)

Peak Hour Total Traffic Volume (vph)

Vehicle Movement

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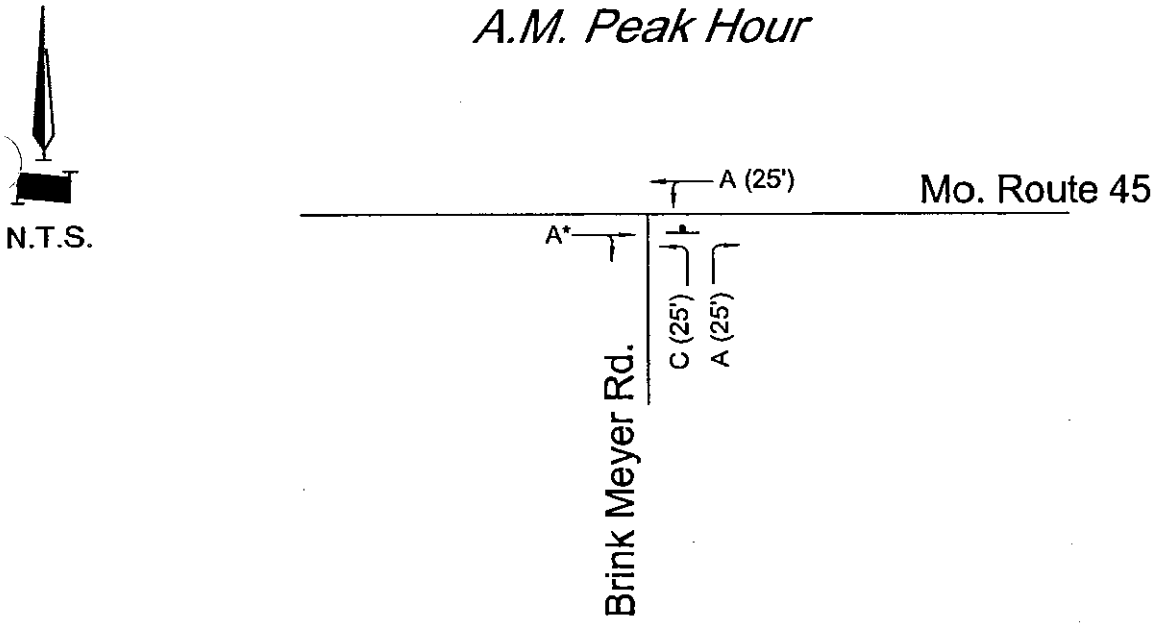
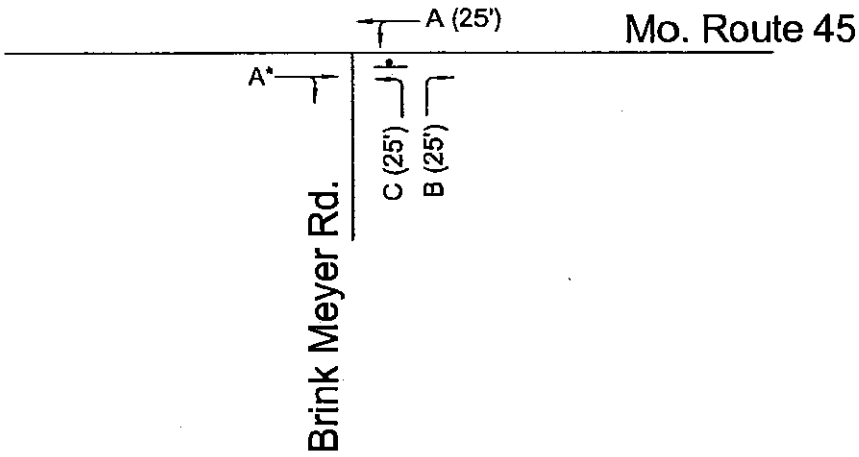
FIGURE 5
2030+Site
(Full Development)
Traffic Volumes

A.M. Peak Hour



P.M. Peak Hour



LEGEND

Movement Level of Service

A (100') **Required Storage Length**

Ⓐ **Signalized Intersection Level of Service**

Stop Sign Control

A* **Capacity Per Demand**

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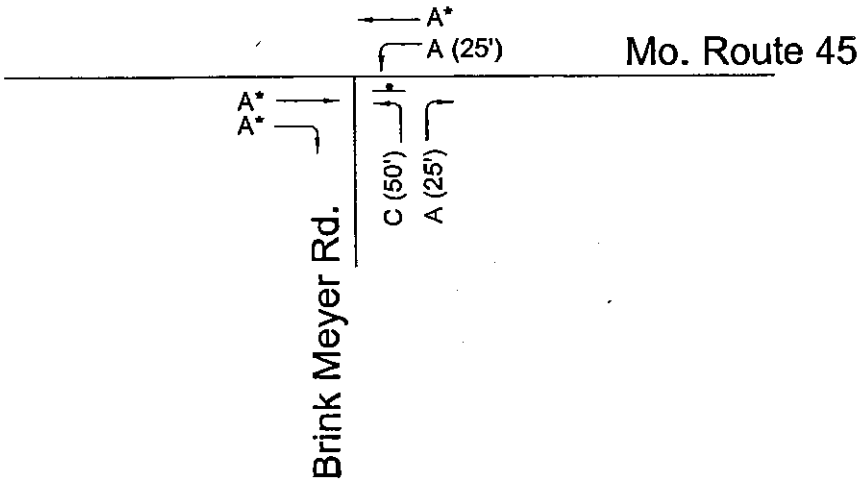
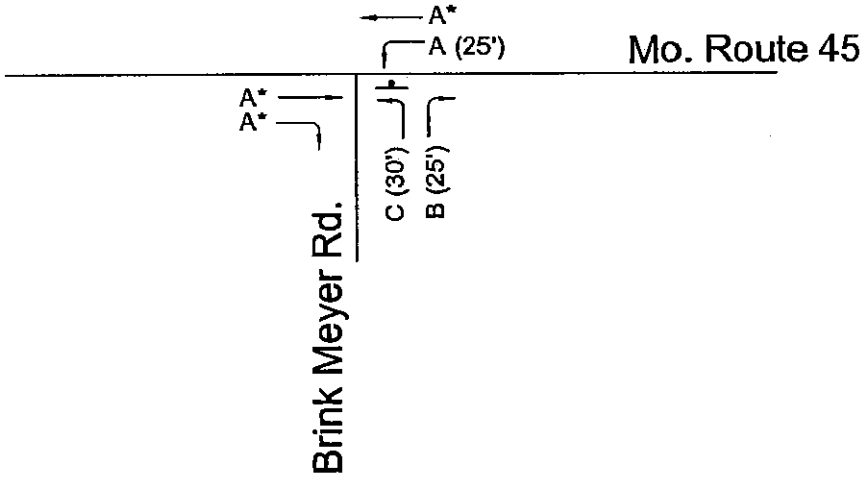
FIGURE 6
Existing
Levels of Service

N.T.S.

A.M. Peak Hour



P.M. Peak Hour



LEGEND

Movement Level of Service

A (100') — **Required Storage Length**

Ⓐ **Signalized Intersection Level of Service**

Stop Sign Control

A* **Capacity Per Demand**

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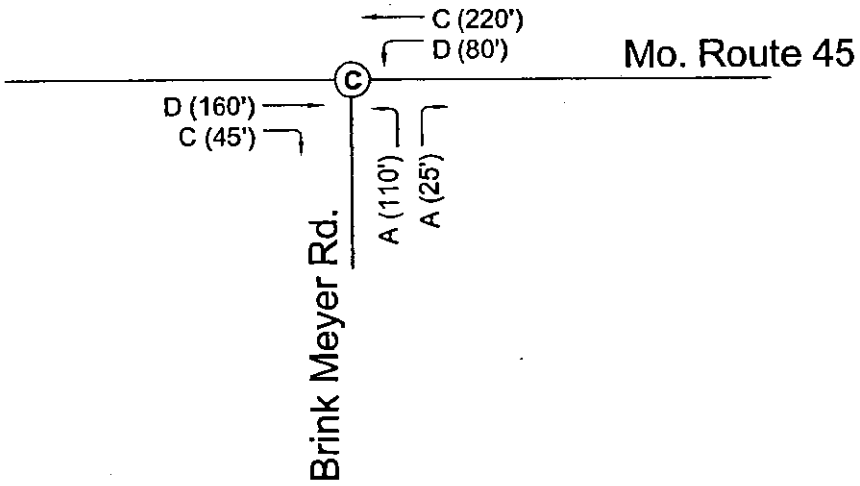
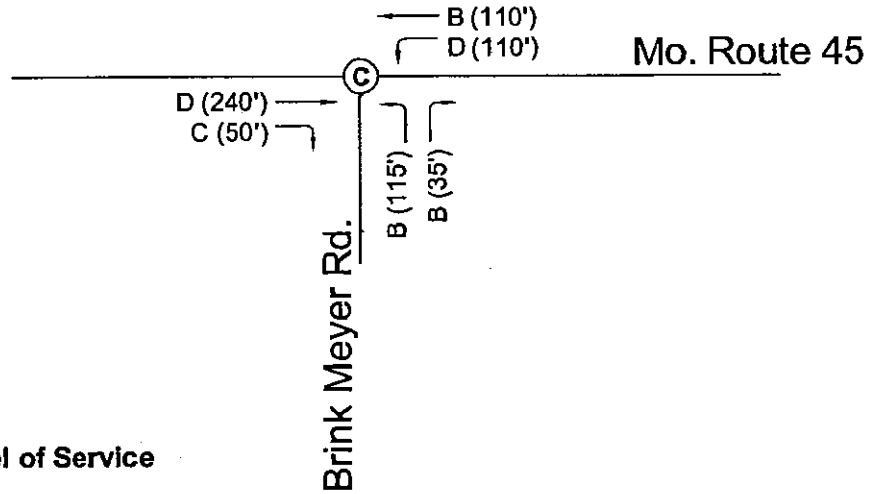
FIGURE 7
Existing+Sit
(Phase 1A)
Levels of Service

N.T.S.

A.M. Peak Hour



P.M. Peak Hour



LEGEND

Movement Level of Service

A (100')

Required Storage Length

Ⓐ **Signalized Intersection Level of Service**

Stop Sign Control

Capacity Per Demand

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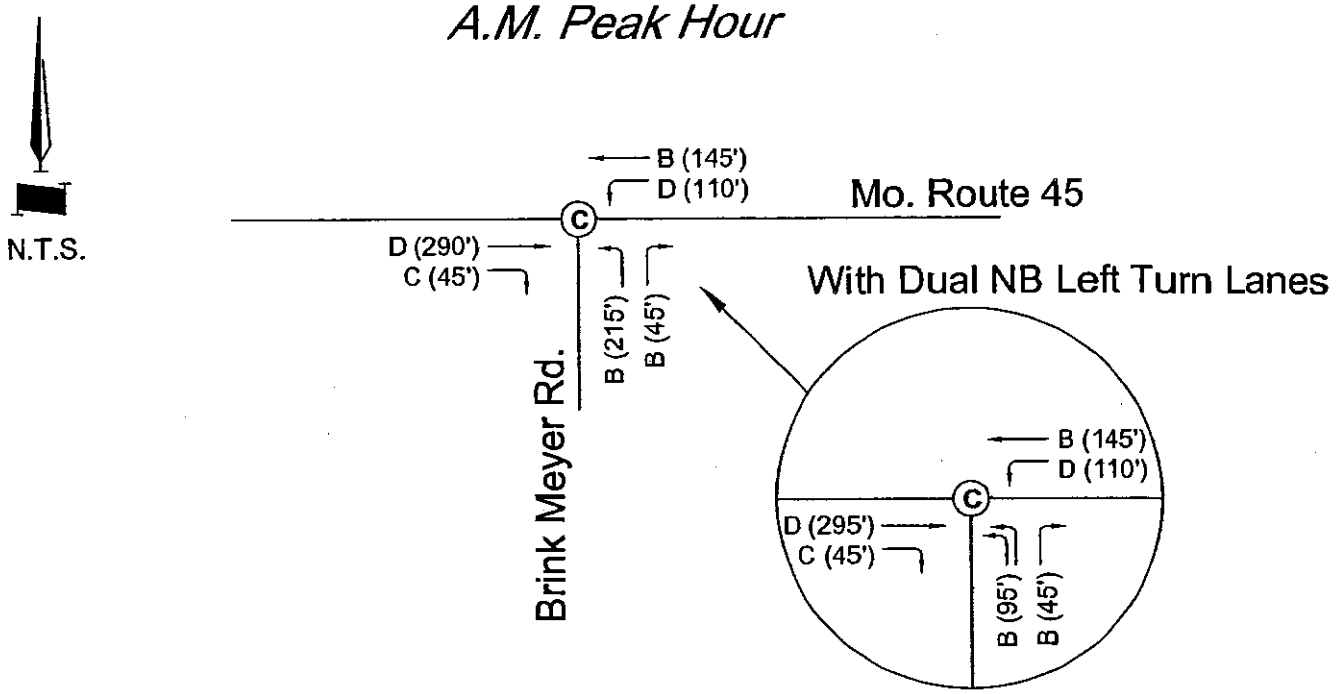
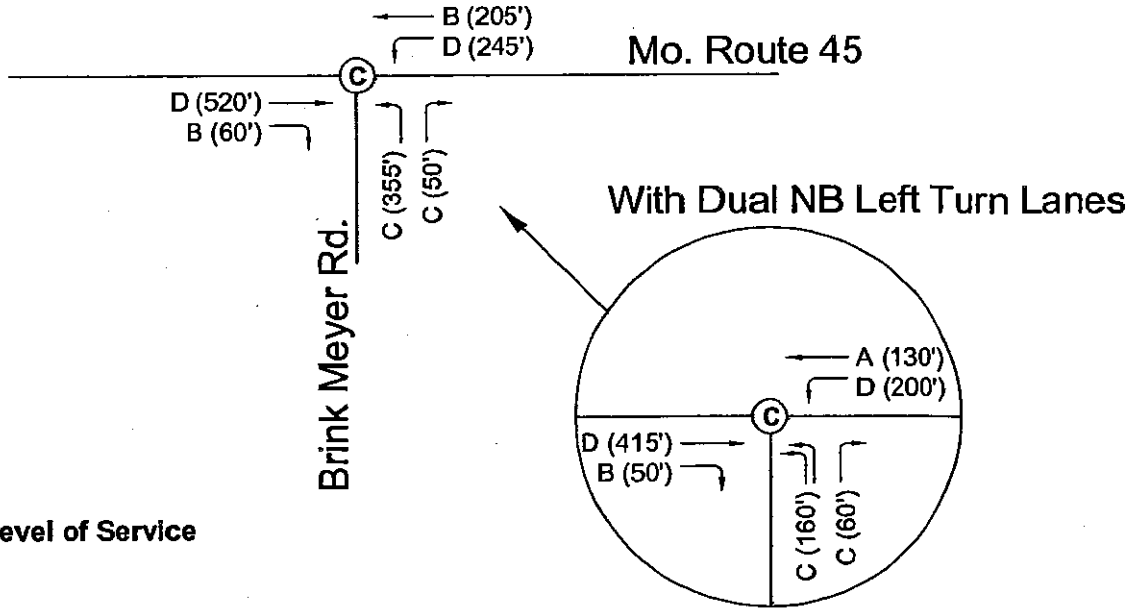
FIGURE 8
Existing+Site
(Phase 1A+1B)
Levels of Service

A.M. Peak Hour



P.M. Peak Hour



LEGEND

Movement Level of Service

A (100') — **Required Storage Length**

Ⓐ **Signalized Intersection Level of Service**

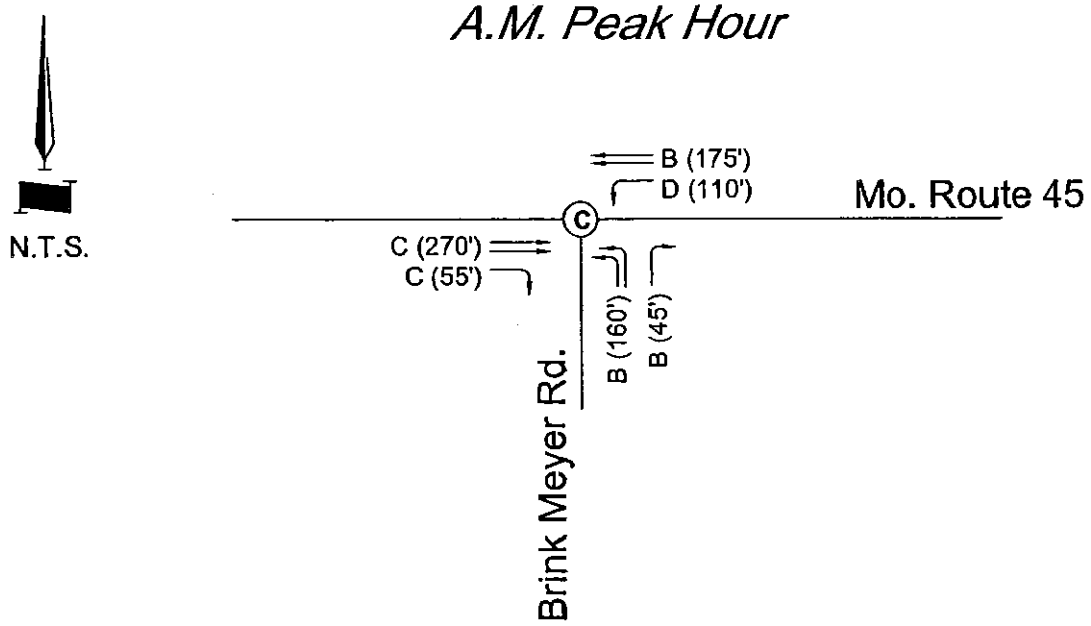
Stop Sign Control

A* **Capacity Per Demand**

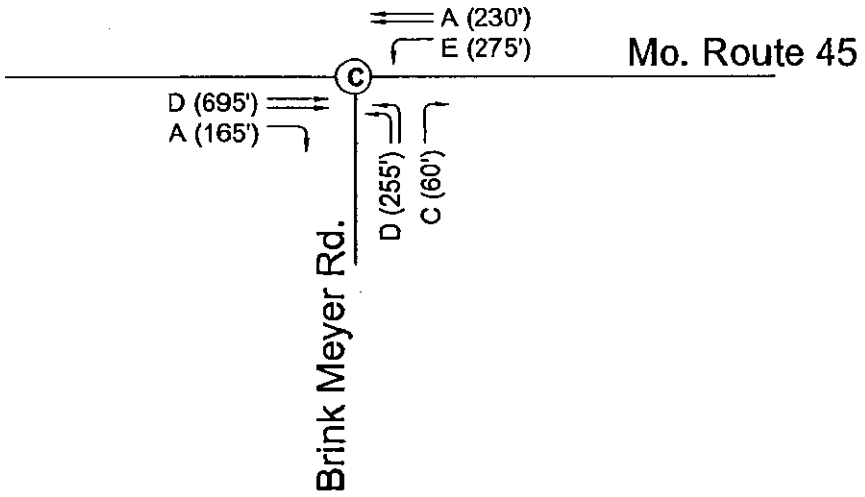
FIGURE 9
2010+Site
(Full Development)
Levels of Service

GEORGE BUTLER ASSOCIATES, INC.
Engineers · Architects

A.M. Peak Hour



P.M. Peak Hour



LEGEND

Movement Level of Service

A (100')

Required Storage Length

Ⓐ **Signalized Intersection Level of Service**

Stop Sign Control

A* **Capacity Per Demand**

FIGURE 10
2030+Site
(Full Development)
Levels of Service

GEORGE BUTLER ASSOCIATES, INC.
Engineers · Architects