



Doc ID: 002292180020 Type: DECL
Recorded: 05/23/2013 at 10:41:57 AM
Fee Amt: \$81.00 Page 1 of 20
Barry County, Recorder
Craig Williams Recorder

BK **13** PG **2797**

81.00 pd
Knopp Law Office

OK 133.00

Legal Description: Lots 7, 8, 9, 10, 11, 12, 13, 14, 18, 19, 20, 21, 22, 23, 24, 25, 28A and 28B, Five Coves Subdivision in the North West Quarter of the South East Quarter of Section 22, Township 22, Range 25, Barry County, Missouri as per the recorded plat in Book 5 at Page 66. (Commonly known as "the Five Coves Subdivision").

Type of Document: Homeowners Declaration

Parties: Five Coves Homes Association, Inc, a Missouri not for profit corporation
William Woody Lykins 7 and 8
Deborah G Likins Fowler 7 and 8
Paul Andrews and Elizabeth Andrews 9
Christopher Trussell and Elizabeth Trussell 10 and 21
Robert Weirwille and Elsie Weirwille 11 and 12
Terry L Martin 13
Amanda Kutter and Greg Kutter 14
Matt Foster and Kristy Foster 18, 19 and 20
Larry Reed and Judith J Reed 22 and 23
Pat Davidson 24 and 25
Timothy J Knopp 28A
Carl J Knopp 28B

Return Address: Timothy J. Knopp
Cloverleaf Office Park, Building 4
6400 Glenwood Street, Suite 204
Overland Park, Kansas 66202

**FIVE COVES
HOMES ASSOCIATION, INC. -- DECLARATION**

THIS DECLARATION, made as of the 10th day of May 2013, by FIVE COVES HOMES ASSOCIATION, INC., a Missouri Corporation and the Owners of Lots 7, 8 9, 10, 11, 12, 13, 17, 18, 19, 20, 21, 22, 23,24, 25, 28A and 28B located at FIVE COVES SUBDIVISION, Barry County, Missouri as provided herein below.

WITNESSETH:

WHEREAS, the undersigned Owners own lots in the subdivision known as "FIVE COVES" composed of the following described lots and tracts, to-wit:

Lots 7, 8 9, 10, 11, 12, 13, 17, 18, 19, 20, 21, 22, 23,24, 25, 28A and 28B, Five Coves Subdivision in the North West Quarter of the South East Quarter of Section 22, Township 22, Range 25, Barry County, Missouri as per the recorded plat in Book 5 at Page 66. (Commonly known as "the Five Coves Subdivision").

WHEREAS, the undersigned Owners are also Members of a Not For Profit Corporation known as FIVE COVES HOMES ASSOCIATION, INC. (herein after "the Corporation") established to acquire, manage and operate for the mutual benefit of the Owners, certain property in and adjacent to the subdivision known as "FIVE COVES" and legally described as follows:

Beginning at the SW Corner Lot 17 Five Coves Subdivision per recorded plat thereof; thence S 75' 59' 30" W along GFTL tract EE 3124 77.30'; thence north 197.08' ; thence East 75.00' to the West line of Five Coves Subdivision; thence South along the West line 178.34' to the point of beginning; containing 0.3 acre, more or less.(herein after "the Well Property").

WHEREAS, the Well Property contains a water well which serves the lots in the Five Coves Subdivision;

WHEREAS, each of the undersigned are current Owners of lots and tracts in the FIVE COVES Subdivision and each of the undersigned desire to empower the Corporation to serve as a homes association for the purpose of enhancing and protecting the value, desirability, attractiveness and maintenance of the Subject Property for the benefit of themselves and subsequent owners of the Subdivision;

NOW, THEREFORE, in consideration of the premises contained herein, FIVE COVES HOMES ASSOCIATION, INC., for itself and for its successors and assigns, and for its future grantees, hereby subjects all of the Subject Property to the covenants, charges, assessments and easements hereinafter set forth.

ARTICLE I DEFINITIONS

For the purposes of this Declaration, the following definitions shall apply:

- (a) The term "Lot" shall mean any lot as shown as a separate lot on any recorded plat of all or part of the Subdivision; provided, however, that if an Owner other than the Corporation, owns all or part of one or more adjacent lots upon which only one residence has been, is

being, or will be erected, then (i) for purposes of determining the amount of annual and special assessments due with respect thereto from time to time by the Corporation, and (ii) for all the purposes hereunder, such adjacent property under common ownership shall be deemed to constitute only one "Lot".

- (b) The term "Subdivision" shall mean collectively all of the above-described lots in FIVE COVES and all additional property which hereafter may be made subject hereto in the manner provided herein.
- (c) The term "Corporation" shall mean and refer to FIVE COVES HOMES ASSOCIATION, INC., a Missouri Corporation, and its successors and assigns.
- (d) The term "Owner" shall mean the record owner(s) of title to any Lot, including the Corporation.
- (e) The term "Board" shall mean the Board of Directors of the Corporation.

ARTICLE II CORPORATION MEMBERSHIP

Membership in the Corporation shall be limited to the Owners of Lots within the Subdivision who have signed this Declaration and subjected their Lots to the provisions contained herein, and their respective successors and assigns, and every such Owner shall be a Member. The Corporation shall have only one class of membership. Members may vote in person or by written proxy duly filed with the secretary of the Corporation. Each Member shall have one vote for each Lot for which he is the Owner and upon which he shall not be delinquent in the payment of any assessment; provided, however, that when more than one person is an Owner of any particular Lot, all such persons shall be members and the one vote for such Lot shall be exercised as they, among themselves, shall determine, but no event shall more than one vote be cast with respect to such Lot.

During any period in which a member is in default in the payment of any assessment levied by the Corporation under this Declaration, the voting rights of such member shall be suspended until such assessment has been paid in full.

Subject to the foregoing, the Corporation shall be the sole judge of the qualifications of each Owner to vote and their rights to participate in its meetings and proceedings.

ARTICLE III POWERS AND DUTIES OF THE CORPORATION

1. In addition to the powers granted by other portions of this Declaration or bylaw but subject to all of the limitations set forth in this Declaration, the Corporation shall have the power and authority to do and perform all such acts as may be deemed necessary or appropriate by the Board to carry out and effectuate the purposes of this Declaration, including, without limitation:

- (a) To enforce, in its own name, any and all obligations, agreements, or assessments which have been or hereafter may be imposed upon any of the Subject Property; *provided, however*, that this right of enforcement shall not serve to prevent waivers, changes, releases or modifications of restrictions, obligations, agreements or reservations from being made by the parties having the right to make such

waivers, changes, releases or modifications under the terms of the deeds, declarations or plats in which such restrictions, obligations, agreements and reservations are set forth. The expense and cost of any such enforcement proceedings by the Corporations shall be paid out of the general fund of the Corporation, except as herein provided.

(b) To acquire and own title to or interests in, to exercise control over, and to improve and maintain the Subject Property, subject to the rights of any governmental authority, utility or any other similar person or entity therein or thereto.

(c) To levy the assessments which are provided for in this Declaration and to take all steps necessary or appropriate to collect such assessments.

(d) To enter into and perform agreements from time to time with the Corporation and other parties regarding the performance of services and matters benefitting both the Corporation and the Corporation and its members and the sharing of the expenses associated therewith.

(e) To engage the services of an accountant, lawyer, management company or other person or entity to carry out and perform all or any part of the functions and powers of the Corporation, including, without limitation, keeping of books and records, and operation and maintenance of Subject Property.

(f) To maintain, repair, replace, install, and provide for the water well and any other facilities on or in the Subject Property as may be determined by the Board.

(g) To make, amend and revoke reasonable rules, regulations, restrictions and guidelines (including, without limitation, regarding the use of the Subject Property) and to provide means to enforce such rules, regulations and guidelines for the purpose of adequately and properly carrying out the provisions and purposes of this Declaration.

(h) To exercise such other powers as may be set forth in the Articles of Incorporation or Bylaws of the Corporation.

2. In addition to the duties required by other portions of this Declaration and by law, the Board may provide that the Corporation have the following duties and obligations with respect to providing services to Owners within the Subdivision:

(a) The Corporation may at all times, from and after its date of formation and at its expense, be responsible for properly repairing, replacing, maintaining, operating and insuring, as applicable, all water wells and other common services (except any part thereof that is within any Lot), subject to any control thereover maintained by any governmental authority, utility or other similar person or entity.

(b) The Corporation shall comply with all obligations and pay all amounts due from it under this Declaration or any other agreement.

ARTICLE IV ANNUAL ASSESSMENTS

1. For the purpose of providing a general fund to enable the Corporation to exercise the powers, render the services and perform the duties provided for herein, all Owners of Lots in the Subdivision who

have signed this Declaration, or who subsequently sign the same, other than Lots owned by the Corporation, shall be subject to an annual assessment to be paid to the Corporation by the respective Owners thereof as provided in this Article IV. The amount of such annual assessment per Lot shall be fixed periodically by the Corporation.

2. The rate of annual assessment upon each Lot in the Subdivision may be increased (a) by the Board from time to time, without a vote of the members, by up to 20% over the rate of annual assessment in effect on the proceeding January 1st, or (b) by up to 100% over the rate of annual assessment in effect on the proceeding January 1st, by a vote of the members at a meeting of the members called (in whole or in part) for that purpose and of which notice is duly given and if a majority of the members present at such meeting and entitled to vote thereon authorize such increase by an affirmative vote therefore; provided, however, that the Board, without a vote of the members, shall always have the power to set, and shall set, the rate of annual assessment at an amount that will permit the Corporation to perform its duties as specified in subsection 2 of Article III above.

3. The annual assessments provided for herein shall be based upon the calendar year (commencing 2013) and shall be due and payable on January 1st of each year; provided, however, that (a) the first assessment for each Lot shall be due and payable only upon initial acquisition of such Lot and shall be prorated as of the date thereof and (b) any increase that occurs under the provision in subsection 1 above shall be effective as of the date as determined by the Corporation. If the effective date of any increase in the rate of assessment is other than January 1st, the prorated portion (as determined by the Board) of the amount of such increase for the remainder of such year shall be due and payable on such effective date. No Lot shall be entitled to receive any services to be provided by and through the Corporation until such time as the first annual assessment has been paid with respect thereto.

ARTICLE V SPECIAL ASSESSMENTS

In addition to the annual assessments provided for herein, the Board shall levy from time to time special assessments against each and every Lot in the Subdivision whose Owners have signed this Declaration, or who subsequently sign the same (other than any Lot then owned by the Corporation) in an equal amount that is sufficient, when aggregated, to enable the Corporation to perform its duties as specified in subsection 2 of Article III that require any expenditure during any period in an amount in excess of the general funds of the Corporation available therefore. Each such special assessment shall be due and payable upon giving notice of the assessment to such Owner.

ARTICLE VI DELINQUENT ASSESSMENTS

1. Each assessment shall be charge against the Owner and shall become automatically a lien in favor of the Corporation on the Lot against which it is levied as soon as the assessment becomes due. Should any Owner fail to pay any assessment within 30 days of the due date thereof, then thereafter such assessment shall be delinquent and bear interest as the rate of 10% per annum from the due date until paid, which interest shall become part of the delinquent assessment and the lien on the Lot. Should it become necessary to engage the services of an attorney to collect any assessment hereunder, all costs of collecting such assessment, including court costs and reasonable attorneys' fees, shall, to the extent permitted by applicable law, be added to the amount of the assessment being collected and the lien on the Lot. Each assessment, together with interest thereon and collection costs, shall also be the personal obligation of the Owner of the Lot at the time when the assessment became due.

2. All liens on any Lot for assessments provided for herein shall be inferior and subordinate to the lien of any valid purchase money first mortgage now existing or which may hereafter be placed upon such Lot. A foreclosure sale thereunder shall extinguish the lien hereunder for such assessments to the extent applicable to periods prior to such foreclosure but shall not release such Lot from liability for any assessment applicable to periods thereafter.

3. Payment of a delinquent assessment may be enforced by judicial process against the Owner personally or against the Lot, including through lien foreclosure proceedings in any court having jurisdiction of suits for the enforcement of such liens. The Corporation may file certificates of nonpayment of assessments in the office of the Recorder of Deeds of Barry County, Missouri, and/or the office of the Clerk of the Subdivision Court for Barry County, Missouri, whenever any assessment is delinquent, in order to give public notice of the delinquency. For each certificate so filed, the Corporation shall be entitled to collect from the Owner of the Lot described therein a fee of \$50.00, which fee shall be added to the amount of the delinquent assessment and the lien on the Lot.

4. Such liens shall continue for a period of five years from the date of delinquency and no longer, unless within such period suit shall have been instituted for collection of the assessment, in which case the lien shall continue until payment in full or termination of the suit and sale of the property under the execution of judgment establishing the same.

5. The Corporation may cease to provide any or all of the services (including use of the Subject Property) to be provided by and through the Corporation with respect to any Lot during any period that the Lot is delinquent on the payment of an assessment due under this Declaration, and no such cessation of services shall result in the reduction of any amount due from the Owner before, during or after the cessation. No Owner may waive or otherwise avoid liability for any assessment by not using any of the Subject Property or common areas or declining any services provided through the Corporation.

ARTICLE VII LIMITATION OF EXPENDITURES

Except with respect to its duties relating to the Subject Property, the Corporation shall at no time expend more money within any one year than the total amount of the assessments for that particular year, plus any surplus and available reserves which it may have on hand from prior years; nor shall the Corporation have the power to enter into any contract which binds the Corporation to pay for any obligation out of the assessments for any future year, except for contracts for utilities, maintenance or similar services or matters to be performed for or received by the Corporation or its members in subsequent years.

ARTICLE VIII NOTICES

1. The Corporation shall designate from time to time the place where payment of assessment shall be made and other business in connection with the Corporation may be transacted.

2. All notice required or permitted under this Declaration shall be deemed given if deposited in the United States Mail, postage prepaid, and addressed to the person or last known person entitled to such notice at the address then provided to the Corporation. Notice to one co-Owner shall constitute notice to all co-Owners.

ARTICLE IX EXTENSION OF DECLARATION TO OTHER SUBDIVISION LOTS

The Corporation shall have, and expressly reserves, the right (but not the obligation), from time to time, to add other Owners and Lots from the existing Subdivision to the operation of the provisions of this

Declaration by such Owner executing, acknowledging and recording an appropriate written declaration or agreement subjecting such additional property to all of the provisions hereof as though such land has been originally described herein and subjected to the provisions hereof; *provided, however*, that such declaration or agreement may contain such deletions, additions and modifications of the provisions of this Declaration applicable solely to such additional property as may be necessary or desirable as solely determined by the Board in its discretion.

ARTICLE X OBSERVANCE OF ALL LAWS

The Corporation shall at all times observe all applicable state, county, city or other laws or regulations and, if at any time any of the provisions of this Declaration shall be found to be in conflict with such laws, such provisions shall become null and void to the extent thereof, but no other parts of this Declaration not in conflict therewith shall be affected thereby.

ARTICLE XI AMENDMENT

This Declaration may be amended or modified, in whole or in part, at any time by a duly acknowledged and recorded written agreement (in one or more counterparts) signed by the Owners of at least two thirds (2/3) of the Lots within the Subdivision who are then subject to this Declaration.

ARTICLE XII ASSIGNMENT

1. The Corporation shall have the right and authority, by appropriate agreement made expressly for that purpose, to assign, convey, transfer and set over to any person(s) or entity, all or any part of the rights, benefits, powers, reservations, privileges, duties and responsibilities so assigned. Such assignee and its successors and assigns shall have the right and authority to further assign, convey, transfer and set over the rights, benefits, powers, reservations, privileges, duties and responsibilities hereunder.

2. The Corporation shall have no right, without the written consent of the Owners of at least two thirds (2/3) of the Lots within the Subdivision as then subject to this Declaration, to assign, convey, transfer or set over all or any part of its rights, benefits, powers, reservations, privileges, duties and responsibilities hereunder.

ARTICLE XIII COVENANTS RUNNING WITH THE LAND

1. All provisions of this Declaration shall be deemed to be covenants running with the land and into whosoever hands any of the property in the Subdivision shall come. The provisions of this Declaration shall not benefit or be enforceable by any creditor of the Corporation, including any Owner in such capacity as a creditor.

2. No delay or failure by any person or entity to exercise any of its rights or remedies with respect to a violation of or default under this Declaration shall impair any of such rights or remedies; nor shall any such delay or failure be construed as a waiver of that or any other violation or default.

3. No waiver or any violation or default shall be effective unless in writing and signed and delivered by the person or entity entitled to give such waiver, and no such waiver shall extend to or affect any other violation or situation, whether or not similar to the waived violation. No waiver by one person or entity shall affect any rights or remedies that any other person or entity may have.

ARTICLE XIV SEVERABILITY

Invalidation of any of the provisions set forth herein, or any part thereof, by an order, judgment or decree of any court, or otherwise, shall not invalidate or affect any of the other provisions, or any part thereof, but they shall remain in full force and effect.

IN WITNESS WHEREOF, the Corporation and the Owners have caused this Declaration to be duly executed the day and year first above written.

FIVE COVES CORPORATION, INC., a Missouri Corporation

By:

Timothy J. Knopp President
THE CORPORATION

STATE OF Kansas)
) SS.
COUNTY OF Johnson)

ON THIS 10th day of May, 2013, before me, a notary public, personally appeared Timothy J. Knopp, President of FIVE COVES Corporation, INC., to me personally known to be the person described in and who executed the foregoing instrument of writing, and acknowledged that the same was executed as a free act and deed as President and that he was duly authorized to do so by resolution of the Board of Directors of said corporation.

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

BRITTANY N. McLENDON
NOTARY PUBLIC
STATE OF KANSAS

Brittany N. McLendon
Notary Public

My commission expires:

February 28, 2015

BRITTANY N. McLENDON

**SIGNATURE PAGE OF OWNER TO
FIVE COVES HOMES ASSOCIATION, INC. DECLARATION**

William N. Likins 3/22/13
Signature

N/A
Signature

William Woody Likins
Name (Printed or Typed)

N/A
Name (Printed or Typed)

5421 E. 103rd Place South
Address
Tulsa, OK 74137

Five Coves Lot No(s). 7 and 8

STATE OF Oklahoma)
)ss.
COUNTY OF Tulsa)

Be it remembered on this 22 day of March 2013, before me the undersigned, a Notary Public in and for said county and state aforesaid, came William Likins and _____ who is/are personally known to me to be the same person who executed the foregoing instrument of writing and fully acknowledged the execution of same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

Kathy Landsverk
Notary Public

My Commission Expires:

11-9-2014



**SIGNATURE PAGE OF OWNER TO
FIVE COVES HOMES ASSOCIATION, INC. DECLARATION**

3/22/2013

Deborah G. Likins-Fowler
Signature

N/A
Signature

Deborah G. Likins-Fowler
Name (Printed or Typed)

N/A
Name (Printed or Typed)

33180 Tanager Court
Address
North Ridgeville, OH 44039

Five Coves Lot No(s). 7 and 8

STATE OF OHIO)
)ss.
COUNTY OF CUYAHOGA)

Be it remembered on this 22 day of March, 2013, before me the undersigned, a Notary Public in and for said county and state aforesaid, came _____ and DEBORAH G. LIKINS-FOWLER who is/are personally known to me to be the same person who executed the foregoing instrument of writing and fully acknowledged the execution of same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

Raymond G. Washio III
Notary Public

My Commission Expires:
RAYMOND G. WASHIO III
Notary Public, State of Ohio, Cuy. Cty.
~~My Commission Expires Jan. 11, 2017~~

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**SIGNATURE PAGE OF OWNER TO
FIVE COVES HOMES ASSOCIATION, INC. DECLARATION**

Christopher O. Trussell
Signature

Christopher O. Trussell
Name (Printed or Typed)

Elizabeth A. Trussell
Signature

Elizabeth A. Trussell
Name (Printed or Typed)

Lots 10 & 21
Address

Five Coves Lot No(s) 10 & 21

STATE OF)
)
COUNTY OF)

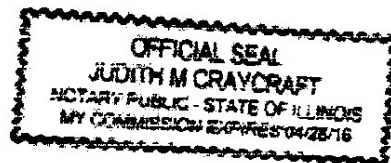
Be it remembered on this 11 day of MARCH, 2013, before me the undersigned, a Notary Public in and for said county and state aforesaid, came ELIZABETH and CHRISTOPHER TRUSSELL who is/are personally known to me to be the same person who executed the foregoing instrument of writing and fully acknowledged the execution of same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

Judith M. Craycraft
Notary Public

My Commission Expires:

April 28 2016



**SIGNATURE PAGE OF OWNER TO
FIVE COVES HOMES ASSOCIATION, INC. DECLARATION**

Robert K. Wierwille

Signature

Robert K. Wierwille

Name (Printed or Typed)

14408 SW Indianola Rd.

Address

Augusta Kansas 67010

Elsie M. Wierwille

Signature

Elsie M. Wierwille

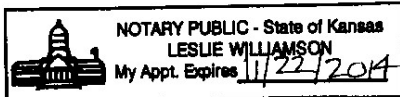
Name (Printed or Typed)

Five Coves Lot No(s). 11 and 12

STATE OF Kansas)
)ss.
COUNTY OF Butler)

Be it remembered on this 12th day of April, 2013, before me the undersigned, a Notary Public in and for said county and state aforesaid, came Robert and Elsie Wierwille who is/are personally known to me to be the same person who executed the foregoing instrument of writing and fully acknowledged the execution of same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.



Leslie Williamson
Notary Public

My Commission Expires:

November 22, 2014

SIGNATURE PAGE OF OWNER TO
FIVE COVES HOMES ASSOCIATION, INC. DECLARATION

[Signature]
Signature
Greg Kutter Amanda Kutter
Name (Printed or Typed)
4203 Green Haven Drive
Address
Nixa, MO 65714

Five Coves Lot No. 14

STATE OF Missouri)
)ss.
COUNTY OF Barry)

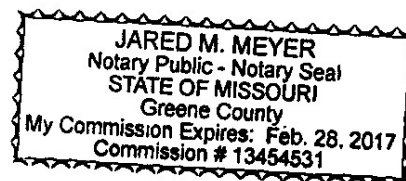
Be it remembered on this 10 day of April, 2013, before me the undersigned, a Notary Public in and for said county and state aforesaid, came Amanda: Greg Kutter is personally known to me to be the same person who executed the foregoing instrument of writing and fully acknowledged the execution of same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

[Signature]
Notary Public

My Commission Expires:

2/28/17



Kristy Foster MATTHEW FOSTER
Signature

1486 W Cedar Ridge Lane
Address
Nixa MO 65714

STATE OF MISSOURI)
COUNTY OF GREENE) ss.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

Theresa C. Wheeler
Notary Public

3/20/16



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**SIGNATURE PAGE OF OWNER TO
FIVE COVES HOMES ASSOCIATION, INC. DECLARATION**

Larry D. Reed
Signature

LARRY D. Reed
Name (Printed or Typed)

4734 CEDAR Ave
Address
K.C. Mo 64133

Judith J. Reed
Signature

JUDITH J. REED
Name (Printed or Typed)

Five Coves Lot No(s). 22, 23

STATE OF Missouri
COUNTY OF Jackson ss.

Be it remembered on this 13th day of March, 2013, before me the undersigned, a Notary Public in and for said county and state aforesaid, came Larry and Judith Reed who is/are personally known to me to be the same person who executed the foregoing instrument of writing and fully acknowledged the execution of same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

Paula N. Dial
Notary Public

My Commission Expires:

Oct 1, 2016

Paula N. Dial
Notary Public - Notary Seal
STATE OF MISSOURI
Jackson County
My Commission Expires October 1, 2016
Commission # 12409812

Fabrizio Rancich

PATRICK DAVIDSON

25109 Farm Rd. 2236

Address Shel Knob MO 65747

STATE OF)
)ss.
COUNTY OF)

2-14-16

Joan L. Graf-Tibbals

02-14-2016

