

**BOA Meeting Agenda
Peculiar City Board of Aldermen
Worksession Meeting and Public Hearing
City Hall – 250 S. Main St
Monday, December 19, 2016 6:30 p.m.**

Notice is hereby given that the Board of Aldermen of the City of Peculiar will hold a regularly scheduled meeting on Monday, December 19, 2016 at 6:30 pm, in the Council Chambers at 250 S. Main St. Representatives of the news media may obtain copies of this notice by contacting the City Clerk at City Hall, 250 S. Main St Peculiar, MO 64078 or by calling 816-779-2221. All proposed Ordinances and Resolutions will be available for viewing prior to the meeting in the Council Chambers.

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. City Clerk – Read the Board of Aldermen Statement
5. Consent Agenda-
 - A. Approval of Draft Minutes of November 21, 2016 BOA Meeting
6. Public Comment – Ray-Pec Foundation, Jodie Huston
7. Public Comment – Cary A. Smith
8. Unfinished Business –
 - A. Bill No. 2016-22 - AN ORDINANCE OF THE BOARD OF ALDERMEN OF THE CITY OF PECULIAR, MISSOURI APPROVING THE REZONING OF IRONGATE PLAZA, LOTS 1, 2, 3, 4, 5, 6, 8, 9 AND 11 FROM DISTRICT “C-P” PLANNED BUSINESS DISTRICT TO DISTRICT “C-1” GENERAL BUSINESS DISTRICT SUBMITTED BY IRONGATE INVESTMENTS, INC.
2nd Reading
 - B. Bill No. 2016-23 – AN ORDINANCE OF THE BOARD OF ALDERMEN OF THE CITY OF PECULIAR, MISSOURI APPROVING THE FINAL PLAT OF IRON HORSE CONDO ASSOCIATION, BEING A REPLAT OF FOREST SCOTT INDUSTRIAL PARK LOT 5, PECULIAR, MISSOURI, SUBMITTED BY AFFINITY PROPERTIES, INC.
1st Reading
9. New Business –
 - A. Public Hearing & Bill No. 2016-26 - AN ORDINANCE AMENDING CHAPTER 405 LAND SUBDIVISION REGULATIONS, ARTICLE V DESIGN STANDARDS, TO ADOPT SECTION 405.750 ANTI-MONOTONY STANDARDS INTO THE PECULIAR MUNICIPAL CODE.
1st Reading
 - B. Bill No. 2016-27 - AN ORDINANCE AMENDING THE CITY CODE TO COMPLY WITH PROVISIONS OF MISSOURI SENATE BILL 491 and 572.
1st & 2nd Readings
10. City Administrator Report
11. Aldermen Directives
12. Executive Session-

The City Administrator & City Attorney has requested an Executive Session, per RSMo. 610.021(3) & 610.021(1).
13. Adjournment

**Board of Aldermen Regular Meeting Minutes
Monday, November 21, 2016**

A regular meeting and public hearing of the Board of Aldermen of the City of Peculiar, Missouri, was held in the Council Chambers in City Hall at 6:30 p.m. on Monday, November 21, 2016. Mayor Holly Stark called the meeting to order and all who were present joined in reciting the Pledge of Allegiance.

The following Aldermen responded to roll call: Jeff Harlan, Jerry Ford, Veronika Ray, Matt Hammack, Homer Dunsworth and Patrick Roberts was noted as absent.

City Staff present for the meeting were City Administrator Brad Ratliff, City Attorney Joseph G. Lauber, City Planner Cliff McDonald, Chief of Police Harry Gurin, City Engineer Carl Brooks, Business Office Manager Trudy Prickett, Phillip Costanzo IT Systems Administrator, Parks Director Grant Purkey and City Clerk Janet Burlingame.

City Clerk Janet Burlingame recited the Board of Alderman Statement.

Consent Agenda

- A. Approval of the Draft Minutes of October 17, 2016 BOA Meeting.**
- B. Approval of the Draft Minutes of November 7, 2016 Worksession Meeting.**
- C. Resolution No. 2016-41 - A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF PECULIAR, MISSOURI APPROVING THE APPOINTMENT OF CINDI L. MAYER TO THE PECULIAR PARK BOARD.**
- D. Resolution No. 2016-42 - A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF PECULIAR, MISSOURI APPROVING THE APPOINTMENT OF DANNY SMITH TO THE PECULIAR PARK BOARD.**

Alderman Ford moved to accept the consent agenda as presented and seconded by Alderman Dunsworth, consent agenda was approved by a 5-0 voice vote.

Alderman Dunsworth	Aye	Alderman Ray	Aye
Alderman Ford	Aye	Alderman Hammack	Aye
Alderman Roberts	Absent	Alderman Harlan	Aye

Unfinished Business –

- A. Bill No. 2016 – 19 - AN ORDINANCE OF THE BOARD OF ALDERMEN OF THE CITY OF PECULIAR, MISSOURI APPROVING THE REPLAT OF BRADLEY’S CROSSING INDUSTRIAL PH 1, LOTS 1, 3, 4, 5, 7, 8, 9, 10, 11 AND 12 SUBMITTED BY SALLEE REAL ESTATE INVESTMENTS, LLC.
2nd Reading**

City Planner Cliff McDonald discussed key issues regarding the RePlat of Bradley’s Crossing Industrial Phase 1 submitted by Sallee Real Estate Investments. No Board of Aldermen Comment. No Public Comment.

Alderman Ford made a motion to have the second reading of Bill No. 2016-19 by title only. The motion was seconded by Alderman Hammack and was approved by a 5-0 voice vote. Alderman Ford made a motion to accept the second reading of Bill No. 2016-19 and place on final passage as Ordinance No. 11212016. The motion was seconded by Alderman Hammack and was accepted by a 5-0 roll call vote.

Alderman Ford	Aye	Alderman Ray	Aye
Alderman Dunsworth	Aye	Alderman Roberts	Absent
Alderman Hammack	Aye	Alderman Harlan	Aye

- B. Bill No. 2016-20 - AN ORDINANCE OF THE CITY OF PECULIAR, MISSOURI IMPLEMENTING EMERGENCY SNOW ROUTES AND ESTABLISHING PENALTIES FOR INTERFERING WITH THE EMERGENCY SNOW ROUTES.
2nd Reading**

City Engineer Carl Brooks discussed key issues in establishing emergency snow routes and the elimination of one of the streets designated on the emergency snow routes. City Attorney Joseph G. Lauber discussed the recent changes to legislation that would revise the amount charged for various fines when interfering with emergency snow routes. Discussion ensued amongst the Board of Aldermen and City Staff. No Public Comment

Alderman Patrick Roberts was present at the meeting at 6:41 p.m.

Alderman Roberts made a motion to have the second reading of Bill No. 2016-20 by title only. The motion was seconded by Alderman Dunsworth and was approved by a 5-1 voice vote. Alderman Roberts made a motion to accept the second reading of Bill No. 2016-20 and place on final passage as Ordinance No. 11212016A . The motion was seconded by Alderman Dunsworth and was accepted by a 4-2 roll call vote.

Alderman Ford	Nay	Alderman Ray	Aye
Alderman Dunsworth	Aye	Alderman Roberts	Aye
Alderman Hammack	Nay	Alderman Harlan	Aye

New Business –

A. Resolution No. 2016-43 - A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF PECULIAR, MISSOURI ACCEPTING THE CONTRACT WITH KANSAS CITY, MISSOURI AUTHORIZING THE MAYOR TO ENTER INTO A WATER PURCHASE AGREEMENT.

City Engineer Carl Brooks explained key issues in upgrading of the City’s water supply and the Kansas City, Missouri Water Purchase Contract. City Staff recommended approval. No Board of Aldermen comment. No Public Comment.

Alderman Ford made a motion to adopt Resolution 2016-43. The motion was seconded by Alderman Roberts and was accepted by a 6-0 roll call vote.

Alderman Ford	Aye	Alderman Ray	Aye
Alderman Dunsworth	Aye	Alderman Roberts	Aye
Alderman Hammack	Aye	Alderman Harlan	Aye

B. Resolution No. 2016-44 - A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A SETTLEMENT AGREEMENT WITH FAIRPOINT COMMUNICATIONS, INC.

City Attorney Joseph G. Lauber discussed in detail the Settlement Agreement with FairPoint Communications, Inc. regarding fraud involving unauthorized phone calls made in 2014. No Board of Aldermen comment. No Public Comment.

Alderman Roberts made a motion to adopt Resolution 2016-44. The motion was seconded by Alderman Ford and was accepted by a 6-0 roll call vote.

Alderman Ford	Aye	Alderman Ray	Aye
Alderman Dunsworth	Aye	Alderman Roberts	Aye
Alderman Hammack	Aye	Alderman Harlan	Aye

C. Resolution No. 2016-45 - A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF PECULIAR, MISSOURI APPROVING AUTHORIZATION FOR SIX STREET LIGHT ADDITIONS FOR THE CITY OF PECULIAR.

City Engineer Carl Brooks recommended Kansas City Power & Light (KCP & L) to install six street lights along Peculiar Way beginning at the East Outer Road to School Road for visibility and safety concerns. Mr. Brooks stated the lights will belong to KCP & L and the City will rent them. No Board of Aldermen comment. No Public Comment.

Alderman Ford made a motion to adopt Resolution 2016-45. The motion was seconded by Alderman Roberts and was accepted by a 6-0 roll call vote.

Alderman Ford	Aye	Alderman Ray	Aye
Alderman Dunsworth	Aye	Alderman Roberts	Aye
Alderman Hammack	Aye	Alderman Harlan	Aye

D. Bill No. 2016-21 - AN ORDINANCE AMENDING THE CITY CODE TO COMPLY WITH PROVISIONS OF MISSOURI SENATE BILL 572.

1st Reading

City Attorney Joseph G. Lauber discussed a summary of the proposed Ordinance revisions to comply with Missouri State Senate Bill 572. Discussion ensued amongst Mayor, Board of Aldermen, City Administrator and City Attorney. No Public Comment.

Alderman Roberts made a motion to have the first reading of Bill No. 2016-21 by title only. The motion was seconded by Alderman Ford and was approved by a 6-0 voice vote. Alderman Roberts made a motion to accept the first reading of Bill No. 2016-21. The motion was seconded by Alderman Ford and was accepted by a 6-0 voice vote.

Alderman Ford	Aye	Alderman Ray	Aye
Alderman Dunsworth	Aye	Alderman Roberts	Aye
Alderman Hammack	Aye	Alderman Harlan	Aye

Topic for Discussion –

A. 2015-2016 Fiscal Year State of the City Report presented by City Administrator Brad Ratliff

City Administrator Brad Ratliff presented to the Board of Aldermen the 2015-2016 Fiscal Year State of the City Report. Mr. Ratliff spoke at great length regarding the details of each department and outlined the many goals and accomplishments of the previous fiscal year. He expressed his appreciation for Staff and all the hard work over the past year in reaching these various goals and accomplishments.

B. City of Peculiar Legislative Policy 2017 presented by City Administrator Brad Ratliff

City Administrator Brad Ratliff presented to the Board of Aldermen the proposed City of Peculiar Legislative Policy 2017. This policy is prepared as a helpful tool for State Legislators to use as the upcoming Legislative Process begins. Mayor Holly Stark asked the Board of Aldermen to review the proposed policy and be prepared to adopt a policy at the next meeting.

City Administrator Report -

City Administrator Brad Ratliff presented the monthly City Administrator Report for the Mayor and Board of Aldermen to review.

Aldermen Directives –

- Approval of Draft Minutes of October 17, 2016 BOA Meeting
- Approval of Draft Minutes of November 7, 2016 Worksession Meeting
- Approval of Resolution No. 2016-41 (Park Board Appointment-Cindi L. Mayer)
- Approval of Resolution No. 2016-42 (Park Board Appointment –Danny Smith)
- Approval of Bill No. 2016-19 (RePlat of Bradley’s Crossing Industrial Phase 1)
- Approval of Bill No. 2016-20 (Emergency Snow Routes)
- Approval of Resolution No. 2016-43 (Kansas City, MO Water Purchase Agreement)
- Approval of Resolution No. 2016-44 (Settlement Agreement with FairPoint Communications, Inc.)
- Approval of Resolution No. 2016-45 (Authorization of Street Light Additions)
- Bring back Bill No. 2016-21 for 2nd Reading (City Code to Comply with Provision of SB 572)
- Presentation of 2015-2016 FY State of the City Report
- Bring back for approval as a Resolution Peculiar Legislative Policy 2017

Executive Session –

The City Attorney has requested a 30-minute Executive Session, per RSMo. 610.021(2).

Alderman Hammack made a motion to enter into executive session pursuant to RSMo 610.021(2) beginning at 8:15 p.m. for 30 minutes. Seconded by Alderman Ford and was approved by a 6-0 roll call vote.

Alderman Ford	Aye	Alderman Ray	Aye
Alderman Dunsworth	Aye	Alderman Roberts	Aye
Alderman Hammack	Aye	Alderman Harlan	Aye

Alderman Roberts made a motion to exit executive session at 8:33 p.m. and reconvene regular session. Seconded by Alderman Dunsworth and was approved by a 6-0 roll call vote.

Alderman Ford	Aye	Alderman Ray	Aye
Alderman Dunsworth	Aye	Alderman Roberts	Aye
Alderman Hammack	Aye	Alderman Harlan	Aye

Adjournment –

On a motion from Alderman Roberts, second from Alderman Ford, the meeting was adjourned at 8:34 pm with a 6-0 voice vote.

Regular session minutes were taken and transcribed by Janet Burlingame, City Clerk.

Janet Burlingame, City Clerk

Jodie Huston from the
Ray-Pec Foundation will
have a presentation for
the Board.

City Administrator
Brad Ratliff

City Clerk
Janet Burlingame

City Attorney
Reid F. Holbrook



City Engineer
Carl Brooks

Business Office
Trudy Prickett

City Planner
Cliff McDonald

Municipal Offices - 250 S. Main St., Peculiar, MO 64078
Phone: 816.779.2221 Facsimile: 816.779.5213

AGENDA REQUEST FORM
(Board of Aldermen)

This form must be completed and submitted to the office of the City Clerk. Complete materials for the agenda shall be submitted no later than Wednesday at 5:00 pm, 9 business days prior to the next Board of Aldermen's meeting. If an observed holiday falls on a Thursday, materials will be accepted until 5:00 pm on Wednesday. The Board of Aldermen's Regular Meeting is to be held the Third Monday of each month.

Date of Request: 12-06-2016

Scheduled Meeting Date: 12-19-2016

Full Name of Speaker: Cary a. Smith Organization: Property Onwer

Home Address: 11202 e. 2nd St. City Harrisonville State Mo. Zip 64701

Home Phone #: N/A Work Phone #: N/A Cell #: (816) 738-5657 Email: CaryASmith64@hotmail.com

Resident of the City of Peculiar? Yes No No OWNER OF PROPERTY AND LAND

Specifics of Topic:

Possible (Conflict of Intrest) in the way The City of Peculiar hase structured it's self in a maner which seems to open it's self to Conflicts of intrests, Discrimination, and matters concerning The Fifth Amendment (Amendment V) to the United States Constitution.

Desired Outcome: Possible restructure of the way the City Governmt of Peculiar has structured it's self to keep such items from becoming a possible issues in the future.

If applicable has this item been previously presented to any of the following Boards for consideration?

<u> </u> Board of Aldermen	Date Presented <u> </u>	Outcome <u> </u>
<u> </u> Planning Commission	Date Presented <u> </u>	Outcome <u> </u>
<u> </u> Park Board	Date Presented <u> </u>	Outcome <u> </u>
<u> </u> Board of Adjustment	Date Presented <u> </u>	Outcome <u> </u>

***I have been made aware of the date and time of the next scheduled Board of Aldermen meeting.

Office Use Only:
Date request Received: <u>AB</u> <u>12-7-16</u>

Signature: Cary A Smith

City Administrator
Brad Ratliff

City Clerk
Janet Burlingame

City Engineer
Carl Brooks

Business Office
Trudy Prickett



Chief of Police
Harry Gurin

City Planner
Cliff McDonald

City Attorney
Joseph G. Lauber

Parks Director
Grant Purkey

Municipal Offices – 250 S. Main Street, Peculiar, MO 64078
Phone: (816)779-5212 Facsimile: (816)779-1004

To: Board of Aldermen
From: Clifford L. McDonald
Date: December 19th, 2016
Re: ReZoning Application for Irongate Plaza, Lots 1, 2, 3, 4, 5, 6, 8, 9 and 11 from C-P, Planned Business District to C-1, General Business District submitted by Mr. Steve Kidwell, Irongate Investments, Inc.

GENERAL INFORMATION

Applicant: Irongate Investments, Inc.

Status of Applicant: N/A

Requested Actions: Board of Aldermen to Consider the Second Reading of the Ordinance to Approve the ReZoning Application of Irongate Plaza, Lots 1, 2, 3, 4, 5, 6, 8, 9 and 11 from C-P, Planned Business District to C-1, General Business District.

Date of Application: October 21, 2016

Purpose: To consider the ReZoning Application for Irongate Plaza, Lots 1, 2, 3, 4, 5, 6, 8, 9 and 11 from C-P, Planned Business District to C-1, General Business District submitted by Irongate Investments, Inc. and consider a recommendation for approval or disapproval.

Property Location (if applicable): Irongate Plaza, Lots 1, 2, 3, 4, 5, 6, 8, 9 and 11

PROPOSAL

See “Requested Actions” above.

PREVIOUS ACTIONS

1. The Board of Aldermen approved the Final Plat of Irongate Plaza on August 18, 2004.
2. The City’s official Zoning Map, adopted by the Board of Aldermen on November 18th, 2008 reflects the zoning for Irongate Plaza as District C-P, Planned Business District.
3. The Board of Aldermen adopted an “Approved Land Use Table” on March 3rd, 2014. This table lists approved uses for multiple Zoning Districts (including District C-P); previously ALL proposed businesses were required to apply for a Special Use Permit for any property zoned Commercial.

4. The Planning Commission held a Public Hearing on November 10th, 2016 for this ReZoning Application. No one spoke against the ReZoning Application and no Formal Protests have been received. At that meeting the Planning Commission's vote to approve/disapprove the Application resulted in a tie. The Chairman of the Commission recused himself from voting as he lives adjacent to Iron Gate Plaza.
5. The Board of Aldermen held a Public Hearing on December 5th, 2016 for this ReZoning Application. No one spoke against the ReZoning Application and no Formal Protests have been received. At that meeting the Board of Aldermen approved the First Reading of the Ordinance to approve the ReZoning Application by a vote of 3:2

KEY ISSUES

In order for the Commission to recommend approval or disapproval of a ReZoning application (Map Amendment), or for the Board to approve or deny an application for a map amendment, they shall make findings of fact to determine whether the application is found to be compatible with the following:

1. **Consistency with the Comprehensive Plan, neighborhood development plan (if applicable) and any other official planning and development policies of the City;**
 - a. The ReZoning Application will rezone Lots 1, 2, 3, 4, 5, 6, 8, 9 and 11 of Irongate Plaza from C-P, Planned Business District to C-1, General Business District. This proposal is consistent with the Future Land Use Map, of the City's Comprehensive Plan, formally adopted by the Board of Aldermen on October 5th, 2015 (See Atch 2). This proposed ReZoning does not conflict with any other Planning & Development policies of the City of Peculiar.
2. **The impact of projected vehicular traffic volumes and site access is not detrimental with regard to the surrounding traffic flow, pedestrian safety and accessibility of emergency vehicles and equipment;**
 - a. The properties which comprise the ReZoning Application, Irongate Plaza, Lots 1, 2, 3, 4, 5, 6, 8, 9 and 11 are zoned C-P, Planned Business District. Vehicular traffic volumes and site access would not be increased by this proposed ReZoning (a General Business District would likely have less traffic than a Planned Business District); it will not be detrimental with regard to surrounding traffic flow, pedestrian safety nor accessibility of emergency vehicles and equipment on Irongate Court.
3. **Adequacy of existing public utilities and facilities or of provisions to accommodate resulting additional demands which may be imposed upon roads and streets, water supply and storage, storm sewerage, sanitary sewerage and wastewater treatment;**
 - a. The proposed ReZoning of Lots 1, 2, 3, 4, 5, 6, 8, 9 and 11 would create no increase in demand upon existing roads, streets, water supply, sanitary sewerage or storm sewerage.
4. **Compatibility of the proposed district classification with nearby properties;**
 - a. The properties which comprise the ReZoning Application of Irongate Plaza, Lots 1, 2, 3, 4, 5, 6, 8, 9 and 11 are currently zoned C-P, Planned Business District. Properties to the North and West are zoned R-1, Single Family Dwelling District; properties to the East & South are zoned C-1, General Business District. A change of Zoning to C-1, General Business District for Lots 1, 2, 3, 4, 5, 6, 8, 9 and 11 is consistent with the City's Future Land Use Map, the City's Comprehensive Plan and fully compatible with adjoining properties.
5. **If vacant, the length of time the property has remained vacant as zoned.**
 - a. The Final Plat of Irongate Plaza was approved on August 18, 2004. Except for Lots 2 & 5, all of Irongate Plaza has remained vacant ever since, just over twelve (12) years.

STAFF COMMENTS AND SUGGESTIONS

- Irongate Investments, Inc. believes rezoning the properties to District C-1 will provide a larger pool of approved commercial business to purchase, lease or build in Irongate. For your additional information and review I've attached:
 1. Approved Land Use Table (March 3rd, 2014)
 2. A listing of Buisnesses Allowed in C-1 and C-P Zoning
 3. A listing of Businesses Allowed in C-1 But Not in C-P
 4. A list of Allowable Land Uses for C-1 & C-P with a Special Use Permit (SP)

STAFF RECOMMENDATION

Staff recommends the Board of Aldermen review the ReZoning Application for Irongate Plaza, Lots 1, 2, 3, 4, 5, 6, 8, 9 and 11 from C-P, Planned Business District to C-1, General Business District submitted by Irongate Investments, Inc. and consider the Second Reading of the Ordinance for approval.

ATTACHMENTS

1. Approved Land Use Table (March 3rd, 2014)
2. A listing of Buisnesses Allowed in C-1 and C-P Zoning
3. A listing of Businesses Allowed in C-1 But Not in C-P
4. A list of Allowable Land Uses for C-1 & C-P with a Special Use Permit (SP)
5. Irongate Investments, Inc. Support Letter, dated November 1, 2016
6. City Zoning Map
7. Future Lane Use Map of the City's Comprehensive Plan
8. Iron Gate Plaza – Final Plat
9. Ordinance to Approve the ReZoning of Iron Gate Plaza, Lots 1, 2, 3, 4, 5, 6, 8, 9 and 11 from C-P, Planned Business District to C-1, General Business District.

STAFF CONTACT: Clifford McDonald
Phone: 779-2226
E-mail: cmcdonald@cityofpeculiar.com

Land Use Category	Zoning Districts							
	AG	A-C ¹	O-C	C-1	C-2	CP	I-1	I-2
Abstracting services	-	-	P	P	P	P	-	-
Accounting & Bookkeeping services	-	-	P	P	P	P	-	-
Adult entertainment establishment ²	-	-	-	-	-	-	SP	SP
Advertising-direct or general mail	-	-	-	P	P	-	-	-
Air conditioning/plumbing/heating- Contractors	-	-	-	P	P	-	P	-
Air conditioning/plumbing/heating- Wholesale	-	-	-	-	-	-	P	-
Aircraft parts-Mfg	-	-	-	-	-	-	P	-
Aircraft storage/equipment maintenance	-	-	-	-	-	-	P	-
Alcoholic beverages,beer,wine-wholesale	-	-	-	-	-	-	P	-
Alcoholic beverages,beer,wine-retail	-	P	-	P	P	P	-	-
Alterations-clothing	-	P	-	P	P	P	-	-
Amusement parks	SP	-	-	-	-	-	-	-
Animal day care	P	-	-	SP	SP	-	P	-
Animal Hospital-outdoor kennel	P	-	-	SP	SP	-	P	-
Animal Hospital-No outdoor kennel	P	-	-	SP	SP	-	P	P
Antiques-retail	-	P	-	P	P	P	-	-
Apparel & accessories-Mfg	-	-	-	-	-	-	P	-
Apparel & accessories-retail	-	P	-	P	P	P	-	-
Appliance and large electrical repair	-	-	-	-	-	-	P	P
Appliances-Mfg	-	-	-	-	-	-	P	P
Appliances-retail	-	-	-	P	P	P	-	-
Apiary or aviary	-	-	-	-	-	-	P	P
Aquariums	SP	-	-	-	-	-	-	-
Arcades, billiard halls, amusement centers	-	-	-	P	P	P	-	-
Architectural services	-	-	P	P	P	-	-	-
Arenas, field houses	SP	-	-	-	-	-	-	-
Armature rewinding	-	-	-	-	-	-	P	-
Art galleries	-	P	-	P	P	P	-	-
Artisian production shop	-	P	-	-	-	-	-	-
Artist Studio	-	P	-	-	-	-	-	-
Asphalt felts and coatings-Mfg	-	-	-	-	-	-	SP	-
Auction establishments	-	-	-	SP	SP	SP	-	-

Land Use Category	Zoning Districts							
	AG	A-C ¹	O-C	C-1	C-2	CP	I-1	I-2
Automatic temperature controls-Mfg	-	-	-	-	-	-	P	-
Automobile Brokers	-	-	-	-	-	-	P	-
Automobile/motor vehicle repair	-	-	-	P	P	SP	P	-
Automobile/motor vehicle sales	-	-	-	-	-	SP	P	-
Automobile/truck rental services	-	-	-	SP	-	SP	P	-
Automobile/truck wash	-	-	-	SP	SP	SP	SP	-
Automobile leasing establishments	-	-	-	P	-	SP	P	-
Automobile parts & supplies-retail	-	-	-	P	P	P	-	-
Automobile salvage dealer	-	-	-	-	-	-	-	SP
Automobile service center/maintenance	-	-	-	P	P	SP	-	-
Bakeries - Retail	-	P	-	P	P	P	-	-
Bakeries - Wholesale	-	-	-	-	-	-	P	P
Banking services	-	P	-	P	P	P	-	-
Banking services-off premise ATM machines	-	P	-	P	P	P	-	-
Barber or Beautician services	-	P	-	P	P	P	-	-
Bar or Tavern, without live entertainment	-	P	-	P	P	P	P	P
Bar or Tavern, with live entertainment	-	P	-	SP	SP	SP	-	-
Batch plant	-	-	-	-	-	-	-	SP
Bed & Breakfast Inn	-	P	-	-	-	-	-	-
Bicycles-Mfg	-	-	-	-	-	-	P	-
Bicycles-retail & repair	-	P	-	P	P	P	-	-
Billboard signs ²	-	-	-	-	-	-	SP	SP
Blank books, loose leaf binders-Mfg	-	-	-	-	-	-	P	-
Boarding or Lodging House	-	P	-	-	-	-	-	-
Boat and boat trailers-Mfg	-	-	-	-	-	-	P	-
Boat building, repair & storage	-	-	-	-	-	-	P	-
Boat rentals	-	-	-	SP	SP	SP	-	-
Body Art or Tattoo Parlor	-	P	-	P	P	-	-	-
Bookbinding and misc. work	-	P	-	P	P	P	-	-
Book, magazines, newspaper distributors-Wholesale	-	-	-	-	-	-	P	-
Book, magazines, newspaper - Retail	-	P	-	P	P	P	-	-
Bottled gas- retail	-	-	-	-	-	-	SP	-

Land Use Category	Zoning Districts							
	AG	A-C ¹	O-C	C-1	C-2	CP	I-1	I-2
Bottling, canning or preserving-factory	-	-	-	-	-	-	SP	P
Bowling alleys	-	-	-	P	-	P	-	-
Brewery	-	-	-	-	-	-	SP	P
Brewery, micro	-	P	-	P	P	P	P	-
Brew Pub	-	P	-	P	P	P	P	-
Brick and clay tile- Mfg	-	-	-	-	-	-	P	-
Broadcast station - Radio or Television	P	P	-	P	-	-	P	P
Brooms and brushes- Mfg	-	-	-	-	-	-	P	-
Building contractor's office	-	-	P	P	P	P	-	-
Bulk Petroleum stations/terminals	-	-	-	-	-	-	SP	SP
Business Management Consulting services	-	-	P	P	P	P	P	P
Business Associations	-	-	P	P	P	P	-	-
Business forms-Mfg	-	-	-	-	-	-	P	-
Cable TV maintenance yard	-	-	-	-	-	-	P	-
Camera/photographic material-retail	-	P	-	P	P	P	-	-
Carpentry, cabinet or pattern shop	-	-	-	-	-	-	P	P
Car wash/detail cleaning facilities	-	-	-	P	P	P	P	-
Carwash, industrial	-	-	-	-	-	-	P	P
Caterers	-	P	-	P	P	-	SP	-
Cemeteries	P	-	-	-	-	-	-	-
Check-cashing establishment	-	-	-	-	-	-	SP	-
Child & Adult Daycare centers	-	P	-	P	P	-	-	-
Chiropractors & health related services	-	P	P	P	P	-	-	-
Chocolate-Mfg	-	-	-	-	-	-	P	-
Civic, social, & fraternal organizations	-	-	-	P	P	-	-	-
Clay, ceramic, refractory mineral-Mfg	-	-	-	-	-	-	P	-
Clean & polishing materials-Mfg	-	-	-	-	-	-	P	-
Clothing-Mfg	-	-	-	-	-	-	P	-
Club, health	-	P	-	P	P	P	P	-
Club, private ²	-	P	-	-	-	-	-	-
Coin operated Laundry	-	P	-	P	P	-	-	-
Cold storage facility	-	-	-	-	-	-	P	P

Land Use Category	Zoning Districts							
	AG	A-C ¹	O-C	C-1	C-2	CP	I-1	I-2
Computer hardware & software-retail	-	-	P	P	P	P	-	-
Computer hardware & software-Mfg	-	-	-	-	-	-	P	-
Concrete products-Mfg	-	-	-	-	-	-	P	-
Concrete ready-mix plants	-	-	-	-	-	-	P	-
Confectioneries	-	P	-	P	P	P	-	-
Construction equipment-retail	-	-	-	SP	-	-	P	-
Costume jewelry, notions-Mfg	-	-	-	-	-	-	P	-
Cotton, fibers, silk, wool weaving-Mfg	-	-	-	-	-	-	P	-
Convenience stores without fuel	-	-	-	P	P	P	-	-
Convenience stores with fuel	-	-	-	SP	SP	SP	P	-
Credit unions & personal credit services	-	P	P	P	P	P	-	-
Crematorium	-	-	-	-	-	-	-	SP
Curtains and drapes-Mfg	-	-	-	-	-	-	P	-
Curtains, drapes, upholstery-retail	-	-	-	P	P	P	P	-
Dairy products-retail	-	P	-	P	P	P	-	-
Dairy products-wholesale and/or Mfg	-	-	-	-	-	-	P	-
Dance studio	-	P	-	P	P	P	-	-
Day spa	-	P	-	P	P	P	-	-
Dental services	-	P	P	P	P	P	-	-
Department stores-retail	-	-	-	P	P	P	-	-
Detective & protection services	-	-	P	P	-	-	-	-
Diaper services	-	-	-	-	-	-	P	-
Discount & variety stores	-	-	-	P	P	P	-	-
Distilling and blending liquors-Mfg	-	P	-	-	-	-	P	P
Drug & alcohol treatment center	-	-	P	P	SP	-	-	-
Drug (prescription) & sundries-wholesale	-	-	-	-	-	-	P	-
Drug (prescription) & sundries-retail	-	P	-	P	P	P	-	-
Dry cleaners	-	P	-	P	P	-	P	P
Dry cleaning plant	-	-	-	-	-	-	-	SP
Dry goods & notions-wholesale	-	-	-	-	-	-	P	-
Dry goods & notions-retail	-	-	-	P	P	P	-	-
Duplicating & stenographer services	-	-	P	P	-	-	-	-

Land Use Category	Zoning Districts							
	AG	A-C ¹	O-C	C-1	C-2	CP	I-1	I-2
Dwelling, in conjunction with business	-	P	-	-	-	-	-	-
Earthenware/kitchen articles-Mfg	-	-	-	-	-	-	P	-
Electrical & construction material-Wholesale or Mfg	-	-	-	-	-	-	P	-
Electical contractors services	-	-	-	P	P	-	P	-
Electric vehicle recharging station	-	-	-	P	P	P	-	-
Electrical supplies-retail	-	-	-	P	P	-	P	-
Electrical distribution equip.-Mfg	-	-	-	-	-	-	P	-
Electrical generating plants	SP	-	-	-	-	-	SP	-
Electrical utility maintenance yard	-	-	-	-	-	-	P	-
Electrical regulating substations	SP	-	-	-	-	-	SP	-
Electric Lighting & wiring-Mfg	-	-	-	-	-	-	P	-
Electric components & accessory-Mfg	-	-	-	-	-	-	P	-
Electro-plating or galvanizing facility	-	-	-	-	-	-	-	SP
Employment services	-	P	P	P	P	P	-	-
Engineering services	-	P	P	P	P	P	-	-
Engineering/laboratory/scientific equipment-Mfg	-	-	-	-	-	-	P	-
Envelope-Mfg	-	-	-	-	-	-	P	-
Equipment rental & leasing services	-	-	-	SP	-	-	P	-
Executive, legislative and judicial buildings	-	-	P	P	P	P	-	-
Exhibition halls	SP	P	-	-	-	-	SP	-
Exterminating & disinfecting services	-	-	-	P	P	-	P	-
Fabricated wire products-Mfg	-	-	-	-	-	-	P	-
Farm equipment & Machinery-retail	P	-	-	-	-	-	P	-
Farm equipment & Machinery-Mfg	-	-	-	-	-	-	P	-
Farmers' markets	P	P	-	P	P	-	-	-
Fire protection services	-	-	-	P	P	-	P	-
Fish and seafood-retail	-	-	-	P	P	P	-	-
Fish and seafood-wholesale	P	-	-	-	-	-	P	-
Floor coverings-retail	-	-	-	P	P	P	-	-
Floor coverings-wholesale	-	-	-	-	-	-	P	-
Florists-retail	P	P	-	P	P	P	-	-
Florists-wholesale	P	-	-	-	-	-	P	-

Land Use Category	Zoning Districts							
	AG	A-C ¹	O-C	C-1	C-2	CP	I-1	I-2
Flour and other mill products-Mfg	-	-	-	-	-	-	P	-
Forge or Foundry	-	-	-	-	-	-	-	SP
Freight forwarding services	-	-	-	P	P	P	P	-
Freight terminal	-	-	-	-	-	-	SP	SP
Frozen food locker for individual use	-	P	-	-	-	-	P	-
Fruits and vegetables-retail	P	P	-	P	P	-	-	-
Fruits and vegetables-wholesale	P	-	-	-	-	-	P	-
Funeral, mortuary and crematory services	-	-	-	SP	-	-	SP	-
Furniture & home furnishings-wholesale or Mfg	-	-	-	-	-	-	P	-
Furniture handmade and/or repurposed	-	P	-	P	P	-	-	-
Furniture-retail	-	-	-	P	P	P	-	-
Furniture repair & uphoistery	-	P	-	P	P	-	P	-
Garden supplies/ Nursery-retail	P	P	-	P	-	P	P	-
Garment repair	-	P	-	P	P	-	-	-
Gas pressure control stations	P	-	-	-	-	-	P	-
Gas utility maintenance yard	-	-	-	-	-	-	P	-
Gasoline service stations	-	-	-	SP	SP	SP	-	-
Glass and glassware-Mfg	-	-	-	-	-	-	P	-
Go-cart tracks	P	-	-	-	-	-	-	-
Golf driving ranges	P	-	-	P	-	-	SP	-
Graphic art studio	-	P	P	P	P	P	-	-
Grease/lubricating oils-Mfg	-	-	-	-	-	-	P	P
Greenhouses	P	-	-	P	-	-	P	P
Greeting cards-Mfg	-	-	-	-	-	-	P	-
Greeting cards-retail	-	P	-	P	P	P	-	-
Groceries-retail	-	-	-	P	P	P	P	-
Groceries-wholesale	-	-	-	SP	-	-	P	-
Gun or archery shooting club	-	-	-	-	-	-	-	SP
Gymnasiums and athletic clubs	-	-	-	P	P	-	P	-
Gymnastic studio	-	P	P	P	P	-	P	-
Gypsum products-Mfg	-	-	-	-	-	-	P	-
Handmade arts and crafts	-	P	-	P	P	P	-	-

Land Use Category	Zoning Districts							
	AG	A-C ¹	O-C	C-1	C-2	CP	I-1	I-2
Hardware-retail	-	-	-	P	P	P	-	-
Historic and monument sites	-	P	-	-	-	-	-	-
Hobby supplies	-	P	-	P	P	P	-	-
Hospital ²	P	-	-	-	-	P	SP	-
Hotels	-	-	-	P	-	P	-	-
House & business cleaning services	-	-	P	P	P	-	-	-
Household appliances-Mfg	-	-	-	-	-	-	P	-
Household appliances-retail	-	-	-	P	P	P	-	-
Ice-Mfg	-	-	-	-	-	-	P	-
Ice-retail	-	-	-	P	-	P	-	-
Indoor recreational facility	-	P	-	P	-	-	P	P
Industrial machinery and equipment-Mfg	-	-	-	-	-	-	P	-
Interior design studio	-	P	-	P	P	-	-	-
Internet café	-	P	-	P	P	P	-	-
Insurance agents and broker services	-	P	P	P	P	-	-	-
Investment and holding services	-	P	P	P	P	-	-	-
Jewelry and precious metal-Mfg	-	-	-	P	P	P	-	-
Jewelry-retail	-	P	-	P	P	P	-	-
Jewelry, watch, clock repair services	-	P	-	P	P	P	-	-
Junk or salvage yard ²	-	-	-	-	-	-	-	SP
Karate studio	-	-	-	-	-	-	P	-
Kennels-boarding	P	-	-	SP	SP	-	P	P
Kennels-breeding	P	-	-	SP	SP	-	P	P
Lace Goods-Mfg	-	-	-	-	-	-	P	-
Lamp shades-Mfg	-	-	-	-	-	-	P	-
Laboratory, research or support	-	-	-	-	-	-	SP	-
Landscaping services-landscaping, tree trimming,	P	-	-	-	-	-	P	-
Lawn mowing and similar services	P	-	-	-	-	-	P	-
Laundry and dry cleaning services	-	P	-	P	P	-	P	P
Legal services	-	P	P	P	P	P	-	-
Libraries	-	P	P	P	P	-	-	-
Linen and supply services	-	-	-	P	-	-	P	-

Land Use Category	Zoning Districts							
	AG	A-C ¹	O-C	C-1	C-2	CP	I-1	I-2
Linoleum and floor coverings-Mfg	-	-	-	-	-	-	P	-
Liquor-retail	-	P	-	P	P	P	-	-
Locksmith services	-	-	-	P	P	-	P	-
Luggage-Mfg	-	-	-	-	-	-	P	-
Lumber and building materials-wholesale	P	-	-	-	-	-	P	-
Lumber yards-retail	-	-	-	P	-	P	P	-
Machine shop	-	-	-	-	-	-	-	SP
Mail and Postal services-private	-	P	-	P	P	P	-	-
Mail order houses-retail	-	-	-	-	-	-	P	-
Mail order services with storage	-	-	-	-	-	-	P	-
Manufactured home development ²	SP	-	-	-	-	-	-	-
Manufactured or modular home sales	-	-	-	-	-	-	P	P
Massage Parlor-therapeutic/massage establishment	-	P	-	P	P	-	-	-
Mausoleums	P	-	-	-	-	-	-	-
Meats-retail	-	P	-	P	P	P	-	-
Medical/surgical instruments-Mfg	-	-	-	-	-	-	P	-
Medical clinics/out patient services	-	P	P	P	P	-	-	-
Medical laboratory services	-	-	-	P	P	P	P	-
Medical chemicals-Mfg	-	-	-	-	-	-	P	-
Mental health treatment-nonresidential	-	-	SP	SP	SP	-	-	-
Mental health treatment-residential	-	-	-	SP	SP	SP	-	-
Metal coating/engraving services-Mfg	-	-	-	-	-	-	P	-
Metal products/fabricated steel-Mfg	-	-	-	-	-	-	P	-
Metal stamping	-	-	-	-	-	-	P	-
Metalworking machinery equipment-Mfg	-	-	-	-	-	-	P	-
Millwork-Mfg	-	-	-	-	-	-	P	-
Milk processing	P	-	-	-	-	-	P	-
Miniature golf	P	P	-	P	P	P	-	-
Mobile home-Mfg	-	-	-	-	-	-	P	-
Monasteries	P	-	-	-	-	-	-	-
Monuments-retail	-	-	-	P	P	-	P	-
Motels	-	-	-	P	-	P	-	-

Land Use Category	Zoning Districts							
	AG	A-C ¹	O-C	C-1	C-2	CP	I-1	I-2
Motion picture distribution services	-	-	-	-	-	-	P	-
Motion picture processing services	-	-	-	-	-	-	P	-
Motorcycles and parts-Mfg	-	-	-	-	-	-	P	-
Motor freight terminals	-	-	-	-	-	-	SP	-
Moving, transfer, distribution or storage facility	-	-	-	-	-	-	P	P
Museums	-	P	-	P	P	-	-	-
Musical instruments and supplies-Mfg	-	-	-	-	-	-	P	-
Musical instruments and supplies-retail	-	P	-	P	P	P	-	-
Newspapers and Magazines-retail	-	P	-	P	P	P	-	-
News syndicate services	-	-	-	P	P	P	-	-
Noodles and pasta-Mfg	-	-	-	-	-	-	P	-
Novelties, gifts and souvenirs-retail	-	P	-	P	P	P	-	-
Nursing home/intermediate care	-	-	-	P	P	-	-	-
Nursery stock farms	P	-	-	-	-	-	P	-
Office and store fixtures-Mfg	-	-	-	-	-	-	P	-
Office, general	-	P	P	P	P	P	-	-
Office park	-	-	P	-	-	P	P	-
Optical instruments/lenses-Mfg	-	-	-	-	-	-	P	-
Optometrists	-	-	P	P	P	P	-	-
Ornamental iron-Mfg	-	-	-	SP	-	-	P	-
Orthopedic, prosthetic, surgical appliances-Mfg	-	-	-	-	-	-	P	-
Outdoor recreation or amusement	-	P	-	-	-	-	SP	SP
Outdoor sales, storage or display	-	-	-	-	-	-	SP	SP
Packing & Crating services	-	P	-	SP	SP	-	P	-
Paint, glass and wallpaper services	-	-	-	P	P	-	P	-
Paper and paper products-wholesale	-	-	-	-	-	-	P	-
Paperboard containers and boxes-Mfg	-	-	-	-	-	-	P	-
Paper-Mfg	-	-	-	-	-	-	-	SP
Parcel containers Mfg	-	-	-	-	-	-	SP	P
Parks-private	P	-	-	-	-	P	-	-
Parking lot	P	P	-	-	P	-	-	-
Paving mixtures-Mfg	-	-	-	-	-	-	-	SP

Land Use Category	Zoning Districts							
	AG	A-C ¹	O-C	C-1	C-2	CP	I-1	I-2
Pawn shops	-	-	-	SP	SP	-	SP	-
Pencils, pens, office/artist materials-Mfg	-	P	-	-	-	-	P	P
Performing arts theater	-	P	-	P	P	P	-	-
Pet daycare in completely enclosed building	P	-	-	-	-	-	P	-
Petroleum bulk stations	-	-	-	-	-	-	-	SP
Pet grooming	P	-	-	P	-	-	P	-
Pet supply store	-	P	-	P	P	P	-	-
Pharmaceutical preparation-Mfg	-	-	-	-	-	-	P	-
Photocopying and blue print services	-	-	SP	P	P	-	-	-
Photo engraving or finishing services	-	P	-	P	P	-	-	-
Photographic studios and supplies	-	P	-	P	P	-	-	-
Physician services	-	P	P	P	P	P	-	-
Place of religious exercise or religious assembly	P	P	-	P	P	-	P	-
Planning and development services	-	P	P	P	P	-	-	-
Planetarium	-	P	-	-	-	-	-	-
Plastic fabric, vinyl products-Mfg	-	-	-	-	-	-	-	P
Plumbing fixtures and heating apparatus-Mfg	-	-	-	-	-	-	P	-
Porcelain electrical supplies-Mfg	-	-	-	-	-	-	P	-
Postal services	-	P	-	P	P	P	-	-
Pottery-Mfg	-	-	-	-	-	-	P	-
Prefabricated wooden building & structural members	P	-	-	-	-	-	P	P
Printing-commercial	-	P	-	P	P	-	P	P
Printing & publishing books, newspapers & periodicals	-	P	-	P	P	-	P	-
Private clubs	-	P	-	-	-	-	-	-
Produce market, wholesale	-	-	-	-	-	-	P	-
Professional membership organizations	-	-	P	P	P	P	-	-
Public facility, use or utility ²	SP	-	-	-	-	-	SP	SP
Quarrying stone and sand	-	-	-	-	-	-	-	SP
Radios,TV,Phonographs, recorders, tape players-Mfg	-	-	-	-	-	-	P	P
Radios,TV,Phonographs, recorders, tape players-repair	-	-	-	P	P	-	-	-
Radios,TV,Phonographs, recorders, tape players-retail	-	-	-	P	P	P	-	-
Radio transmitting stations and towers	SP	-	-	-	-	-	SP	SP

Land Use Category	Zoning Districts							
	AG	A-C ¹	O-C	C-1	C-2	CP	I-1	I-2
Real estate agents/brokers	-	-	P	P	P	-	-	-
Real estate/credit card/mortgage processing centers	-	-	P	P	P	P	-	-
Recreational vehicles and equipment-retail	-	-	-	-	-	SP	P	-
Recreation centers	P	P	-	-	-	SP	-	-
Recreational Vehicle Park	SP	-	-	-	-	-	SP	-
Recycling of paper, glass and Liquids	-	-	-	-	-	-	SP	SP
Refrigerated warehouses	-	-	-	-	-	-	P	P
Refuse incinerators	-	-	-	-	-	-	-	SP
Research, development & testing services	-	-	-	SP	SP	-	P	-
Residential treatment facility	-	-	-	SP	SP	SP	-	-
Restaurants-drive thru and drive ins	-	P	-	SP	SP	SP	SP	-
Restaurants, indoor or carry out	-	P	-	P	P	P	P	-
Road maintenance yards	-	-	-	-	-	-	SP	P
Roofing and sheet metal contracting services	-	-	-	-	-	-	P	-
Rubber footwear-Mfg	-	-	-	-	-	-	-	P
Salvage yard	-	-	-	-	-	-	-	SP
Sausage and other prepared meat products-Mfg	-	-	-	-	-	-	-	SP
Savings and loan associations	-	-	-	P	P	P	-	-
Schools - Art, Business and Community College	-	P	-	P	P	P	P	-
Schools-vocational/technical	P	-	-	-	-	-	P	-
Scientific and educational research services	-	-	-	SP	SP	-	P	-
Screws machine products-nuts, bolts, etc.-Mfg	-	-	-	-	-	-	P	-
Seamstress service	-	P	-	P	P	P	-	-
Second hand merchandise-retail	-	P	-	P	P	-	-	-
Security and commodity brokers	-	P	P	P	P	P	-	-
Security protection services	-	-	P	P	P	-	-	-
Self storage centers	-	-	-	-	-	-	P	-
Sewage pressure control stations	-	-	-	-	-	-	SP	SP
Shoe repair/shoe shine services	-	-	-	P	P	P	-	-
Shoes-retail	-	-	-	P	P	P	-	-
Shoes-wholesale and Mfg	-	-	-	-	-	-	P	-
Short-term loan establishment	-	-	-	-	-	-	SP	-

Land Use Category	Zoning Districts							
	AG	A-C ¹	O-C	C-1	C-2	CP	I-1	I-2
Signs and advertising displays-Mfg	-	-	-	-	-	-	P	-
Silk screening services	-	P	-	P	P	P	P	-
Silverware and plated ware-Mfg	-	P	-	-	-	-	P	-
Skating rinks, Ice and Roller -indoor	-	-	-	P	-	-	P	-
Small electrical repair	-	-	-	P	P	-	P	P
Small engine repair	-	-	-	SP	-	-	P	-
Soaps and detergents-Mfg	-	-	-	-	-	-	-	SP
Social, correctional, treatment & counseling services	-	-	SP	SP	-	-	-	-
Softball, Baseball fields-private	P	-	-	-	-	-	-	-
Solid Waste transfer stations	-	-	-	-	-	-	-	SP
Sporting goods-retail	-	-	-	P	P	P	-	-
Stadiums	P	-	-	-	-	-	-	-
Stationary-retail	-	P	-	P	P	P	-	-
Stone products and cut stone	P	-	-	SP	-	-	P	-
Stonework, masonry, tile, setting & plastering services	-	-	-	-	-	-	P	-
Swimming clubs-indoor facility	P	-	-	-	-	P	-	-
Tailoring services	-	P	-	P	P	P	-	-
Taxicab dispatch and garaging	-	-	-	-	-	-	P	-
Telephone maintenance yards	-	-	-	-	-	-	P	-
Telephone microwave towers (cell towers)	SP	-	-	-	-	-	SP	-
Telephone response mail order services	-	-	-	SP	-	-	P	-
Telephone soliciting services	-	-	-	P	P	-	-	-
Tennis club	P	-	-	-	-	-	P	-
Theaters - (live)	-	P	-	P	P	P	-	-
Theaters-motion picture-indoor	-	P	-	P	P	P	-	-
Tires and inner tubes-Mfg	-	-	-	-	-	-	-	SP
Tires and inner tubes-retail	-	-	-	P	-	P	P	-
Tires and inner tubes-wholesale	-	-	-	-	-	-	P	-
Title loan establishment	-	-	-	-	-	-	SP	-
Tobacco and tobacco products	-	-	-	P	P	P	-	-
Transportation terminals	-	-	-	P	-	-	P	-
Travel agencies	-	-	P	P	P	P	-	-

Land Use Category	Zoning Districts								
	AG	A-C ¹	O-C	C-1	C-2	CP	I-1	I-2	
Umbrellas, parasols, canes-Mfg	-	-	-	-	-	-	P	-	
Upholstery filling and padding-Mfg	-	-	-	-	-	-	P	-	
Vehicle body shop in an enclosed building	-	-	-	-	-	-	P	P	
Vending machine operations	-	-	-	P	P	P	P	-	
Venetian blinds and shades-Mfg	-	-	-	-	-	-	P	-	
Veterinary services - large animal	P	-	-	SP	-	-	-	-	
Veterinary services - small animal	-	P	-	P	P	-	-	-	
Video amusement center	-	-	-	P	P	P	-	-	
Video rental-retail	-	-	-	P	P	P	-	-	
Visitor center	-	P	-	P	P	-	-	-	
Vitreous china, table and kitchen articles-Mfg	-	-	-	-	-	-	P	-	
Wallpaper-Mfg	-	-	-	-	-	-	P	-	
Warehousing and storage-general	-	-	-	-	-	-	P	-	
Water pressure control operations	P	-	-	-	-	-	-	-	
Water Storage facilities	P	-	-	-	-	-	-	-	
Water treatment plants	P	-	-	-	-	-	-	-	
Welding services	-	-	-	-	-	-	SP	P	
Welfare and charitable services-offices	-	P	P	P	P	-	-	-	
Welfare and charitable services-distribution & collection	-	-	-	P	P	-	P	-	
Wind energy conversion system	P	-	-	-	-	-	-	-	
Wholesale sales office or show room	-	-	-	-	-	-	P	P	
Window cleaning services	-	-	SP	P	P	-	-	-	
Winery	P	-	-	-	-	-	SP	P	
Wire products (fabricated)-Mfg	-	-	-	-	-	-	P	-	
Wooden containers-Mfg	-	-	-	-	-	-	P	-	
Wool pressure-Mfg	-	-	-	-	-	-	P	-	
Wool, Yarns and Thread-Mfg	-	-	-	-	-	-	P	-	
¹ District A-C: A Special Use Permit is required for all uses (including Permitted) if the building has a footprint larger than two thousand (2,000) square feet.									
² See SECTION 400.640: SPECIAL PERMITTED USES									

BUSINESSES ALLOWED IN C-1 AND C-P ZONING

Abstracting Services	Club, Health
Accounting & Bookkeeping Services	Computer Hardware & Software – Retail
Alcoholic Beverages, Beer, Wine – Retail	Confectioneries
Alterations – Clothing	Convenience Stores Without Fuel
Antiques – Retail	Credit Unions & Personal Credit Services
Apparel & Accessories – Retail	Curtains, Drapes, Upholstery – Retail
Appliances – Retail	Dairy Products – Retail
Arcades, Billiard Halls, Amusement Centers	Dance Studio
Art Galleries	Day Spa
Automobile Parts & Supplies - Retail	Dental Services
Bakeries – Retail	Department Stores – Retail
Banking Services	Discount & Variety Stores
Banking Services – Off Premise ATM Machines	Drug (Prescription) and Sundries – Retail
Barber or Beautician Services	Dry Goods & Notions – Retail
Bar or Tavern, Without Live Entertainment	Electric Vehicle Re-charging Station
Bicycles – Retail and Repair	Employment Services
Bookbinding and Misc. Work	Engineering Services
Book, Magazines, Newspaper – Retail	Executive, Legislative and Judicial Buildings
Brewery, Micro	Fish and Seafood – Retail
Brewery Pub	Floor coverings – Retail
Building Contractors Office	Florists – Retail
Business Management Consulting Services	Freight Forwarding Services
Business Associations	Furniture – Retail
Camera/Photographic Material – Retail	Garden Supplies/Nursery - Retail
Bowling Alleys	Graphic Art Studio
Car Wash/Detailing Cleaning Facilities	Ice – Retail

BUSINESSES ALLOWED IN C-1 AND C-P ZONING

Greeting Cards – Retail	Postal Services
Groceries – Retail	Professional Membership Organizations
Handmade Arts and Crafts	Radios, TV, Phonographs, Recorders, Tape Players – Retail
Hardware – Retail	Real Estate/Credit Card/Mortgage Processing Centers
Hobby Supplies	Restaurants, Indoor or Carry Out
Hotels	Savings and Loan Associations
Household Appliances – Retail	Schools – Art, Business and Community College
Internet Café	Seamstress Service
Jewelry and Precious Metal – Manufacturing	Security and Commodity Brokers
Jewelry – Retail	Shoe Repair/Shoe Shine Services
Jewelry, Watch, Clock Repair Services	Shoes – Retail
Legal Services	Silk Screening Services
Liquor – Retail	Sporting Goods – Retail
Mail and Postal Services – Private	Stationary – Retail
Meats – Retail	Tailoring Services
Medical Laboratory Services	Theaters – (Live)
Miniature Golf	Theaters – Motion Picture – Indoor
Musical Instruments and Supplies – Retail	Tobacco and Tobacco Products
Newspapers and Magazines – Retail	Travel Agencies
News Syndicate Services	Vending Machine Operations
Novelties, Gifts and Souvenirs – Retail	Video Amusement Center
Office, General	Video Rental - Retail
Optometrists	
Performing Arts Theater	
Lumber Yards – Retail	
Pet Supply Store	
Physician Services	

BUSINESSES ALLOWED IN C-1 BUT NOT C-P ZONING

Advertising – Direct or General Mail	Garment Repair
Air Conditioning/Plumbing/Heating – Contractors	Golf Driving Ranges
Architectural Services	Greenhouses
Automatic/Motor Vehicle Repair * Requires a SP for C-P	Gymnasiums and Athletic Clubs
Automobile Leasing Establishments * Requires a SP for C-P	Gymnastic Studio
Automobile Service Center/Maintenance * Requires a SP for C-P	House & Business Cleaning Services
Body Art or Tattoo Parlor	Indoor Recreational Facility
Broadcast Station – Radio or Television	Interior Design Studio
Caterers	Insurance Agents and Broker Services
Child & Adult Daycare Centers	Investment and Holding Services
Chiropractors & Health Related Services	Laundry and Dry Cleaning Services
Civic, Social & Fraternal Organizations	Libraries
Coin Operated Laundry	Linen and Supply Services
Detective & Protection Services	Locksmith Services
Drug & Alcohol treatment Center	Massage Parlor – Therapeutic Massage Establishment
Dry Cleaners	Medical Clinics/Out Patient Services
Duplicating & Stenographer Services	Monuments – Retail
Electrical Contractors Services	Museums
Electrical Supplies – Retail	Nursing Home / Intermediate Care
Exterminating & Disinfecting Services	Paint, Class and Wall Paper Services
Farmer’s markets	Pet Grooming
Fire Protection Services	Photocopying and Blue Print Services
Fruits & Vegetables – Retail	Photo Engraving or Finishing Services
Furniture Handmade and/or Repurposed	Photographic Studios and Supplies
Furniture Repair & Upholstery	Place of Religious Exercise or Religious Assembly
	Planning and Development Services
	Printing – Commercial

BUSINESSES ALLOWED IN C-1 BUT NOT C-P ZONING

Printing & Publishing Books, Newspapers
& Periodicals

Radios, TV, Phonographs, Recorders, Tape
Players – Repair

Real Estate Agents/Brokers

Second Hand Merchandise – Retail

Security Protection Services

Skating Rinks, Ice and Roller – Indoor

Small Electrical Repair

Telephone Soliciting Services

Transportation Terminals

Veterinary Services -Small Animal

Visitor Center

Welfare and Charitable Services – Offices

Welfare and Charitable Services -
Distribution and Collection

Window Cleaning Services.

ALLOWABLE LAND USES WITH AN SP FOR C-1 & C-P ZONING

C-1	Animal Day Care
C-1	Animal Hospital - Outdoor Kennel
C-1	Animal Hospital - No Outdoor Kennel
C-1 & C-P	Auction Establishments
C-P	Automobile/Motor Vehicle Sales
C-1 & C-P	Automobile/Truck Rental Services
C-1 & C-P	Automobile/Truck Wash
C-1 & C-P	Bar or Tavern With Live Entertainment
C-1 & C-P	Boat Rentals
C-1	Construction Equipment - Retail
C-1 & C-P	Convenience Stores With Fuel
C-1	Equipment Rental & Leasing Services
C-1	Funeral, Mortuary and Crematory Services
C-1 & C-P	Gasoline Service Stations
C-1	Groceries - Wholesale
C-1	Kennels - Boarding
C-1	Kennels - Breeding
C-1	Mental Health Treatment - Non Residential
C-1 & C-P	Mental Health Treatment - Residential
C-1	Ornamental Iron - Manufacturing
C-1	Packing & Creating Services
C-1	Pawn Shops
C-P	Recreational Vehicles And Equipment Rental
C-P	Recreation Centers
C-1	Research, Development & Testing Services
C-1 & C-P	Residential Treatment Facility
C-1 & C-P	Restaurants - Drive Thru and Drive Ins
C-1	Scientific And Educational Research Services
C-1	Small Engine Repair
C-1	Social, Correctional, Treatment & Counseling Services
C-1	Telephone Response And Mail Order Services
C-1	Veterinary Services - Large Animal



Date: 11/1/2016

Public Hearing before the Planning Commission

Re: Rezoning of Irongate Plaza

To Whom it may Concern:

I wanted to write a brief summary of the Irongate Plaza. It is my understanding that the city council passed a new land use table a few years back. I understand that it was designed to make the process easier for businesses to start or obtain permission to operate without a special permit. The City of Peculiar made a special designation for our development - Commercial Professional(CP) in an attempt to separate from General Commercial(C1).

We as developers did not agree with this because it highly limited our ability to bring in businesses that were looking to start in Peculiar. It devalued the property and did not allow us to bring good solid businesses that would contribute to the Peculiar economy.

Previous businesses that had occupied space were not Grandfathered in. This was very concerning to us because the new "land use table" would not even allow us to put in our own Real Estate office and we own the building. We built the building to occupy a Reece and Nichols Real Estate firm.

After initial meeting with the Mayor and City Manager we decided to be a team player and see if we could make this work.

After about two years we have been unsuccessful in obtaining business under the CP zoning label.

After speaking with the majority of the landowners in the Irongate Plaza we are in agreement that the zoning has to be changed. I met with Mr. McDonald recently about the frustrations we were having and he shared our same concerns.

I wanted to submit a summary of business that wanted to come to Peculiar but denied because of the change in zoning. These were good people(businesses) that could help the local economy and community.



Mental Health Psychologist-

We had to turn away a lady who employed Psychologist's for troubled kids that was wanting a better space where the kids would feel more comfortable. These are one hour sessions just like a regular medical doctor. The zoning would not allow for this, but would allow for regular physician services. The zoning would however allow for an actual Mental hospital in which patients would stay for extended period of time. I am sure the local houses that surround the property would not be happy with that.

Children's Day Care

We were approached buy a young lady who was so excited about opening up a Day Care in our building because of the location, modern building, safety status and that Peculiar really needed more child care because of the surrounding growth. There was nowhere in town that could meet all the very important qualifications that you need to make the children safe. We had to turn her way because of zoning. However she is ready to move in tomorrow if we get the zoning changed.

Massage Envy

We had to turn away these corporate spa/massages where you sign up for monthly memberships for massages. Massages are very therapeutic and covered under medical plans and Health Savings Plans.

Chiropractor

We had a local chiropractor wanting to build up his business and come into a much nicer and bigger lease space. We had a space already set up perfect for him with exam rooms, waiting rooms, rehabilitation rooms from a previous doctors office. This is a concern because zoning allows for general medical services but not chiropractors, this makes absolutely no sense.

Gym/Dance Studio

We had a Chiefs cheerleader that wanted to open a dance/ gymnastic studio. She said she loved our building and was perfect for what she wanted. I had to tell her that it might not work because of zoning conflicts. She ended up taking her business to Raymore and it is thriving.

When we first opened the building we had a Curves Gym which was very successful in that space. After 6 years they decide to leave that space because of starting a family and consolidating their locations. It was a thriving business. Under current zoning we could not bring another Curves in the building.

Printing Services

A local businessman wanted to open a commercial and retail printing Service Company. He was out growing his current building. Could not come into development because of zoning.

Dry Cleaners, Real estate, Title Company, Investment Firms, Insurance Agents

All have showed interest in coming into the development/building because of the location and modern look to the development but were not allowed due to zoning.



We have lost a ton of potential revenue and I would think the city of Peculiar has also lost revenue by denying these businesses. When you look around town in much higher rent districts like Leawood and Lees Summit. There are Dry Cleaners, Gyms, Massage Envy, Real Estate offices and Insurance agents side by side in the same building and development. These are very high end developments that bring in tax revenue.

We are asking that we are allowed to compete on the same playing field so our Irongate Development and the City of Peculiar may prosper together and continue a long term mutually beneficial relationship.

Sincerely,

Steve Kidwell
Irongate Investments. Inc

Zoning Map

CITY OF PECULIAR

Cass County, Missouri

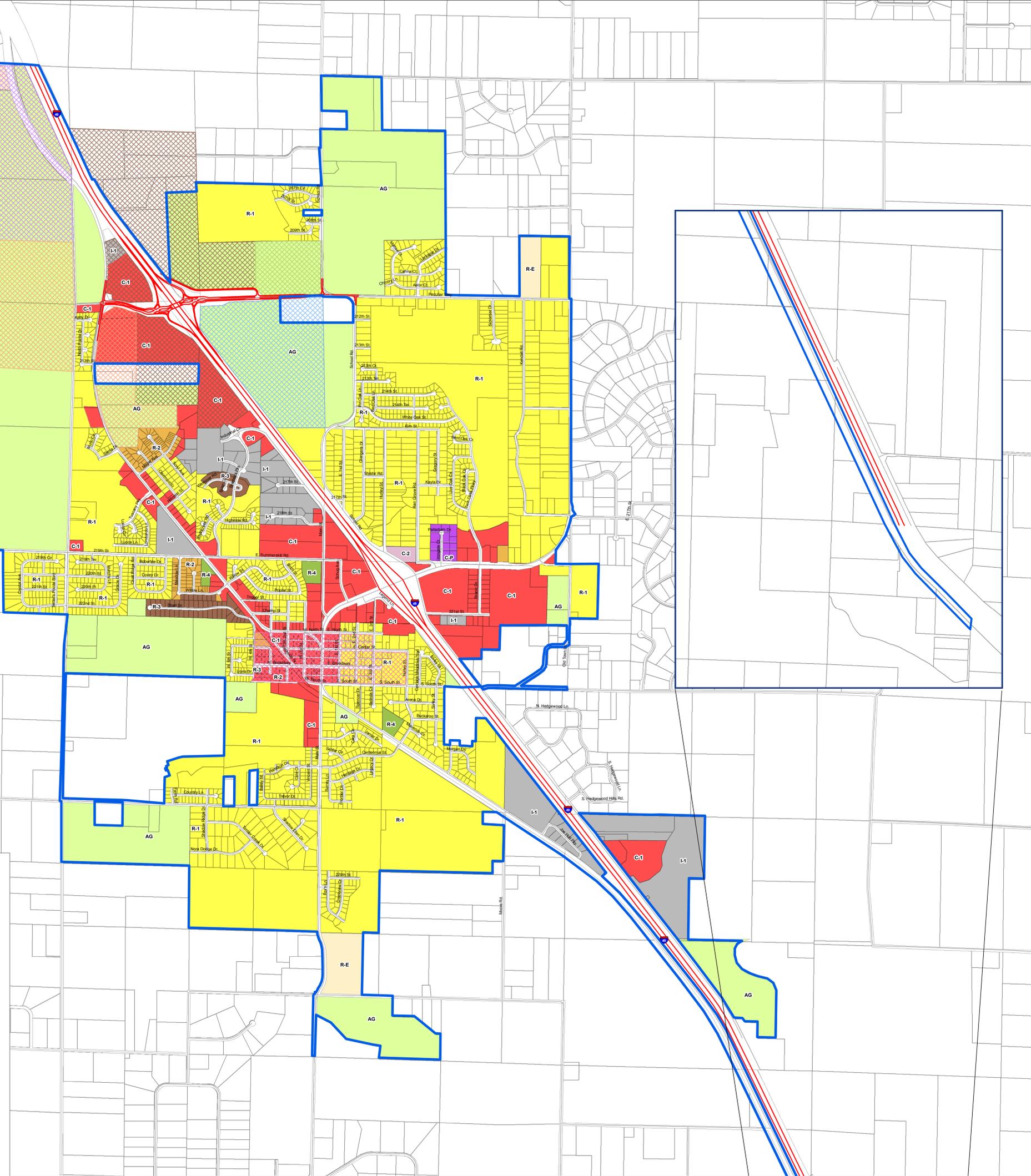
-  Corporate Limits
-  Highway Label
- Overlay District**
-  Arts and Culture
-  Destination Retail
-  Mixed-Use Employment
-  Neighborhood Retail
-  Walkable Retail
-  West Mixed-Use Employment
- Zoning**
-  Agriculture
-  Central Business District
-  General Business District
-  Heavy Industrial
-  Light Industrial
-  Multiple Family Dwelling District
-  Multiple Family and Congregate Family Housing District
-  Planned Business District
-  Residential Estate District
-  Single Family Dwelling District
-  Two Family Dwelling District

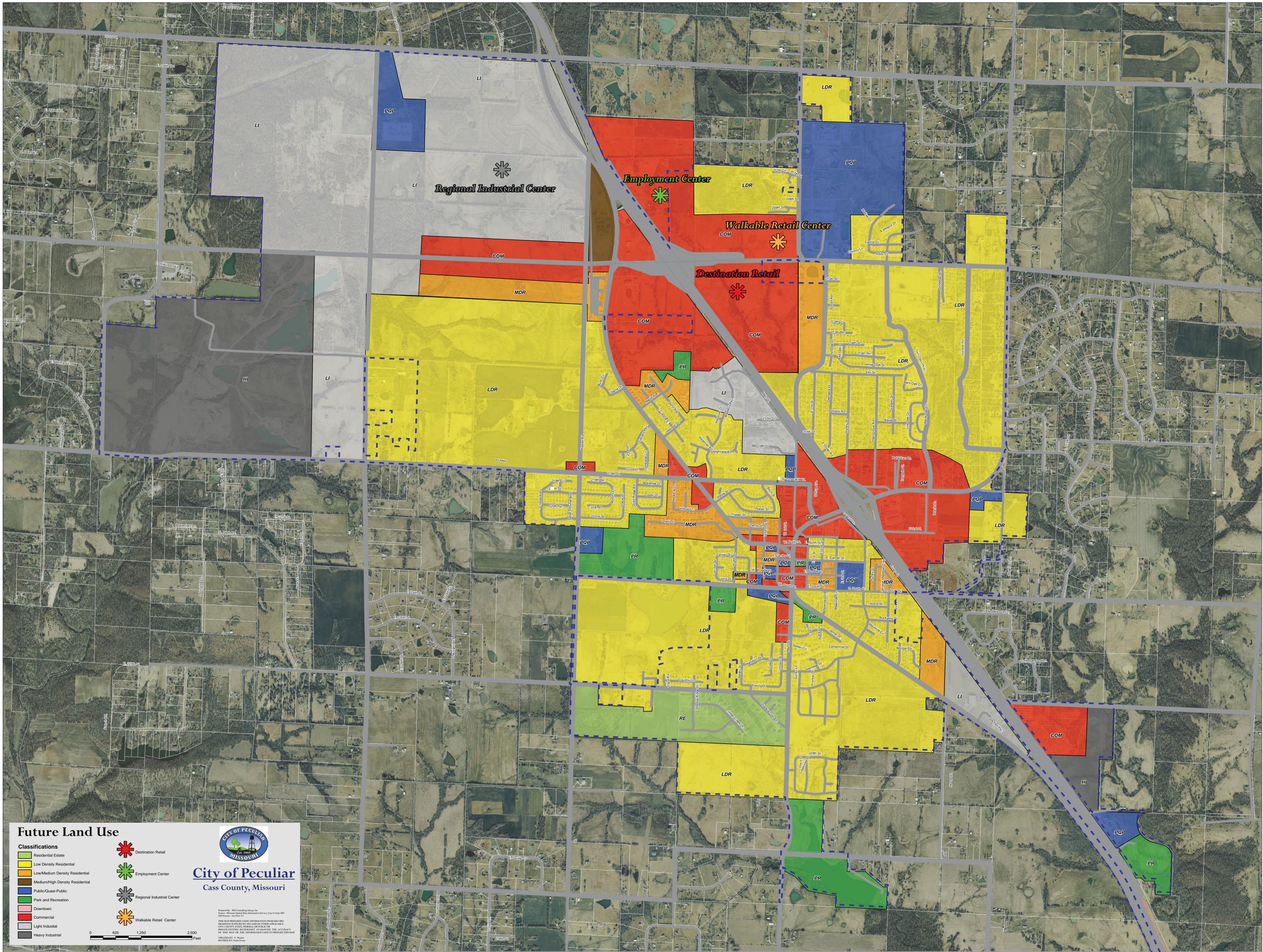


0 435 870 1,740 2,610 3,480 Feet



gouldevans





Future Land Use

- Classifications**
- Residential Estate
 - Low Density Residential
 - Low/Medium Density Residential
 - Medium/High Density Residential
 - Public/Quasi-Public
 - Park and Recreation
 - Downtown
 - Commercial
 - Light Industrial
 - Heavy Industrial
- Icons:**
- Destination Retail
 - Employment Center
 - Regional Industrial Center
 - Walkable Retail Center



City of Peculiar
Cass County, Missouri

Prepared by: BSI Consulting Group, Inc.
Client: Peculiar, Missouri Planning Commission
GIS Project: Jan 2012

THIS MAP PRESENTS ONLY INFORMATION FROM PUBLICLY AVAILABLE SOURCES BY THE ABOVE LISTED PARTY. BSI CONSULTING GROUP, INC. AND ITS EMPLOYEES MAKE NO WARRANTY, REPRESENTATION OR GUARANTEE OF THE ACCURACY OF THIS MAP OR THE INFORMATION USED TO PREPARE THIS MAP.

CREATED BY: C. WEAVER
REVISED BY: WEAVER

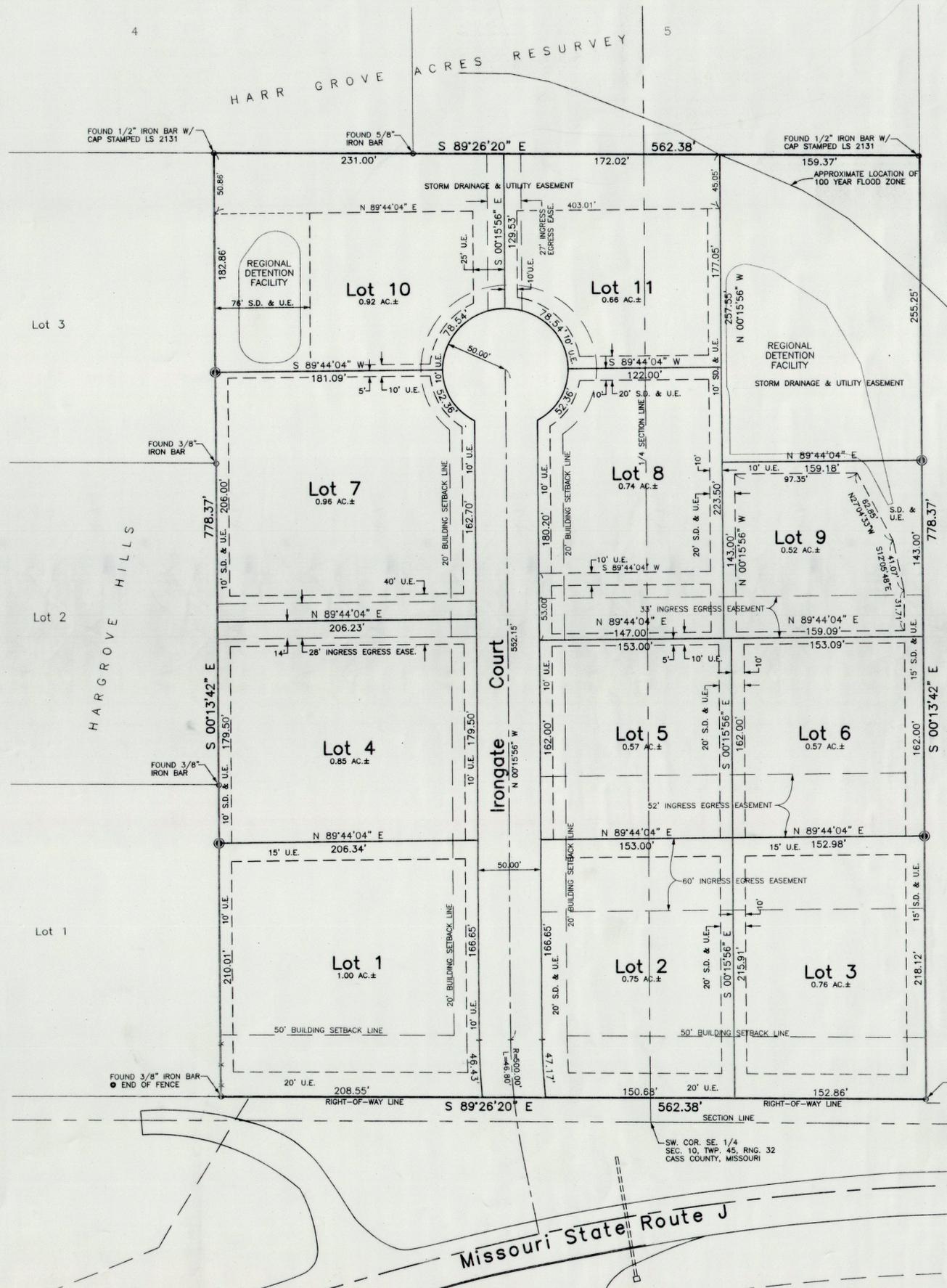
305053

2001 AUG 19 A 11:29.5
BOOK 18 PAGE 83
SANDRA GREGORY, RECORDER
DEPUTY



Final Plat of Irongate Plaza

a subdivision of land
in the City of Peculiar, Missouri,
being a Replat of Lot 4,
Hargrove Hills



Dedication:
THE UNDERSIGNED PROPRIETORS OF THE REAL ESTATE DESCRIBED HEREIN HAVE CAUSED THE SAME TO BE SUBDIVIDED IN THE MANNER SHOWN ON THIS PLAT, WHICH SUBDIVISION AND PLAT SHALL HEREAFTER BE KNOWN AS "IRONGATE PLAZA", LOTS 1 THRU 11. IT SHALL BE A SUFFICIENT DESCRIPTION OF EACH LOT PLATTED HEREON TO BE DESIGNATED BY THE NUMBER WHICH APPEARS ON SAID LOT FOLLOWED BY THE WORDS "IRONGATE PLAZA".
AN EASEMENT OR LICENSE IS HEREBY GRANTED TO THE CITY OF PECULIAR, TO LOCATE, CONSTRUCT AND MAINTAIN OR TO AUTHORIZE THE LOCATION, CONSTRUCTION AND MAINTENANCE OF CONDUITS, WATER, GAS AND SEWER PIPES, POLES, WIRES AND ANCHORS AND ALL OR ANY OF THEM UPON THOSE AREAS IN THIS SUBDIVISION OUTLINED ON THIS PLAT AND DEDICATED BY THE WORDS "UTILITY EASEMENT" (UE) OR "STORM DRAINAGE & UTILITY EASEMENT" (SD & UE).
THE STREETS AND ROADS SHOWN ON THIS PLAT AND NOT HERETOFORE DEDICATED TO PUBLIC USE ARE HEREBY SO DEDICATED.
THE USE OF ALL LOTS SHOWN ON THIS PLAT SHALL BE SUBJECT TO ANY AND ALL RESTRICTIONS RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS IN CASS COUNTY, MISSOURI.

Record Description: BOOK 2348, PAGE 34
LOT 4, HARGROVE HILLS, A SUBDIVISION OF LAND IN THE CITY OF PECULIAR, CASS COUNTY, MISSOURI.

Notes:
BEARINGS SHOWN ARE BASED UPON RECORDED FINAL PLAT OF "HARGROVE HILLS".
A PORTION OF THIS PROPERTY LIES WITHIN THE BOUNDARIES OF THE 100 YEAR FLOOD ZONE ACCORDING TO FLOOD INSURANCE RATE MAP COMMUNITY PANEL NUMBER 290878 0001 A, DATED MAY 15, 1986. BOWERS SURVEY COMPANY IS NOT LIABLE AND OFFERS NO WARRANTY AS TO THE LOCATION OF SAID FLOOD PLANE.
A CURRENT TITLE COMMITMENT HAD NOT BEEN PROVIDED BY THE OWNER AS OF THE DATE OF ISSUANCE OF THIS PLAT OF SURVEY. THIS COMPANY HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE, OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.
THIS SURVEY MEETS OR EXCEEDS THE ACCURACY STANDARDS OF A TYPE URBAN SURVEY AS DEFINED BY THE MISSOURI STANDARDS FOR PROPERTY BOUNDARY SURVEYS.
1/2" IRON BARS WITH 1" PLASTIC CAPS STAMPED BOWERS SURVEY CO. TO BE SET ON ALL BOUNDARY AND REAR LOT CORNERS AND CURBS TO BE NOTCHED UPON COMPLETION OF STREETS, UNLESS NOTED OTHERWISE ON THIS PLAT.

APPROVED: THE CITY PLANNING COMMISSION OF PECULIAR, MISSOURI.
SIGNED: James E. Conway CHAIRMAN
DATE: August 18 2004
APPROVED: THE CITY COUNCIL OF PECULIAR, MISSOURI.
SIGNED: Shirley Lewis MAYOR
DATE: August 18 2004
ATTEST: Wanda L. Dodge CITY CLERK

Owner's Certificate:
AS OWNER I HEREBY CERTIFY THAT I HAVE CAUSED THE LAND DESCRIBED ON THIS PLAT TO BE SURVEYED, DIVIDED, MAPPED, DEDICATED AND ACCESS RIGHTS RESERVED AS REPRESENTED ON THIS PLAT.
IN WITNESS WHEREOF, THE UNDERSIGNED PROPRIETOR HAS CAUSED THIS PLAT TO BE SIGNED BY ITS MANAGING PARTNER AND ATTESTED BY A MEMBER THIS 19TH DAY OF AUGUST, 2004.

IRONGATE INVESTMENTS, L.L.C.
BY: Carol Hester MANAGING PARTNER
ATTEST: Brian E. Chevalier MEMBER

STATE OF MISSOURI }
COUNTY CASS } SS
ON THIS 19TH DAY OF AUGUST, 2004, BEFORE ME APPEARED Carol Hester & Brian Chevalier, TO ME PERSONALLY KNOWN, WHO, BEING BY ME DULY SWORN (OR AFFIRMED) DID SAY THAT HE IS THE Members OF IRONGATE INVESTMENTS, L.L.C. AND THAT SAID INSTRUMENT WAS SIGNED ON BEHALF OF SAID COMPANY, AND ACKNOWLEDGED SAID INSTRUMENT TO BE THE FREE ACT AND DEED OF SAID COMPANY.

Sharon L. Chevalier (SEAL)
NOTARY PUBLIC
Sharon L. Chevalier
Notary Public - Notary Seal
State of Missouri
Cass County
Expires March 30, 2007

THE UNDERSIGNED REGISTERED LAND SURVEYOR HEREBY STATES THAT HE HAS SURVEYED THE DESCRIBED PROPERTY AND SUBDIVIDED IT AS SHOWN ON THIS PLAT IN ACCORDANCE WITH THE CURRENT MISSOURI MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS. HE FURTHER STATES THAT HE HAS COMPLIED WITH ALL STATUTES, ORDINANCES AND REGULATIONS GOVERNING THE PRACTICE OF SURVEYING AND THE PLATTING OF SUBDIVISIONS TO THE BEST OF HIS PROFESSIONAL KNOWLEDGE.

FOR: IRONGATE INVESTMENTS, LLC BELTON, MISSOURI

BOWERS SURVEY COMPANY
ESTABLISHED 1962
110 SOUTH INDEPENDENCE P.O. BOX 71
HARRISONVILLE, MISSOURI 64701
PHONE (816) 380-4821
FAX (816) 380-4635

SECTION	TOWNSHIP	RANGE	COUNTY	STATE	DATE	JOB NO.
10	45	32	CASS	MISSOURI	4/21/04	18045-04

DRAWING NO. 18045FP.DWG DRAWN BY: GB CHECKED BY: JERRELL T. BOWERS MO LS 1733

BOOK 1691, PAGE 75

VACANT



- = FOUND MONUMENT AS NOTED.
- = SET 5/8" IRON BAR WITH 2" ALUMINUM MONUMENT STAMPED BOWERS SURVEY CO.
- x-x- = EXISTING CHAINLINK FENCE.

City Administrator
Brad Ratliff

City Clerk
Janet Burlingame

City Engineer
Carl Brooks

Business Office
Trudy Prickett



Chief of Police
Harry Gurin

City Planner
Cliff McDonald

City Attorney
Joseph G. Lauber

Parks Director
Grant Purkey

Municipal Offices – 250 S. Main Street, Peculiar, MO 64078
Phone: (816)779-5212 Facsimile: (816)779-1004

To: Board of Aldermen
From: Clifford L. McDonald
Date: December 19th, 2016
Re: RePlat Application for Forest Scott Industrial Park, Lot 5 to Iron Horse Condo Association, Units 1 thru 8 containing 0.534 Acres more or less, submitted by Affinity Properties, Inc., better known as 11308 218th Street, Peculiar, Missouri.

GENERAL INFORMATION

Applicant: Affinity Properties, Inc.

Status of Applicant: N/A

Requested Actions: Board of Aldermen to consider the Ordinance to Approve the RePlat Application for Forest Scott Industrial Park, Lot 5 to Iron Horse Condo Association, Units 1 thru 8 containing 0.534 Acres more or less submitted by Affinity Properties, Inc.

Date of Application: October 21, 2016

Purpose: To review the RePlat Application for Iron Horse Condo Association, Units 1 thru 8 containing 0.534 Acres more or less submitted by Affinity Properties, Inc. and consider the Ordinance to Approve.

Property Location (if applicable): Lot 5, Forest Scott Industrial Park; better known as: 11308 218th Street, Peculiar, Missouri.

PROPOSAL

See “Requested Actions” above.

PREVIOUS ACTIONS

1. The Planning Commission and Board of Aldermen approved the Final Plat of Forest Scott Industrial Park in January 1998. (see Atch 1).
2. The Planning Commission held a Public Hearing on November 10th, 2016 to consider the RePlat Application for Forest Scott Industrial Park, Lot 5 to Iron Horse Condo Association, Units 1 thru 8 submitted by Affinity Properties, Inc. No one spoke against this RePlat application and no Formal Protests have been received. The Planning Commission gave “Conditional Approval” to this application by a vote of 6:1 requiring the applicant to record the Condominium Association’s: By-laws, Covenants & Restrictions (if any) and Register the Association with the Missouri Secretary of State for full approval.
3. The Planning Commission forwards their Conditional Approval for your consideration.

4. The Board of Aldermen held a Public Hearing on December 5th, 2016 to consider the RePlat Application for Forest Scott Industrial Park, Lot 5 to Iron Horse Condo Association, Units 1 thru 8 submitted by Affinity Properties, Inc. No one spoke against this RePlat application and no Formal Protests have been received. At that meeting the Board of Aldermen expressed concern with utilizing “Conditional Approval” to approve this RePlat pending registration of the Condominium Association as a corporation with the Missouri Secretary of State and having the Bylaws and Covenants recorded with the Cass County Recorder of Deeds. The Board of Aldermen tabled further action until their next meeting scheduled for December 19th, 2016.
5. After the Board of Aldermen meeting of December 5th, Lauber Municipal Law, LLC reviewed the Board’s concerns and the applicable RSMO statutes. Lauber’s recommendation was to have the applicant register the Iron Horse Condo Association with the Secretary of State, record the Bylaws with the Cass County Recorder of Deeds, and have the Ordinance amended to address recording the Covenants and Restrictions (Declaration).

KEY ISSUES

In order for the Commission to recommend approval or disapproval of a RePlat/Final Plat application (Map Amendment), or for the Board to approve or deny an application for a map amendment, they shall make findings of fact to determine whether the application is found to be compatible with the following:

1. **Consistency with the Comprehensive Plan, neighborhood development plan (if applicable) and any other official planning and development policies of the City;**
 - a. The RePlat Application (see attach 2) will create eight (8) individual Storage Units . This proposal does not conflict with the City’s Comprehensive Plan nor any other Planning & Development policies of the City of Peculiar.
2. **The impact of projected vehicular traffic volumes and site access is not detrimental with regard to the surrounding traffic flow, pedestrian safety and accessibility of emergency vehicles and equipment;**
 - a. The property which comprises the RePlat Application (Lot 5, Forest Scott Industrial Park) is currently zoned I-1, Light Industrial District; no change of zoning is proposed or necessary for this RePlat application. Vehicular traffic volumes and site access are not changed by this proposed RePlat nor will it be detrimental with regard to surrounding traffic flow, pedestrian safety or accessibility of emergency vehicles and equipment on 218th Street.
3. **Adequacy of existing public utilities and facilities or of provisions to accommodate resulting additional demands which may be imposed upon roads and streets, water supply and storage, storm sewerage, sanitary sewerage and wastewater treatment;**
 - a. The proposed RePlat creates no increase in demand upon the existing roads, streets, water supply, sanitary sewerage or storm sewerage.
4. **Compatibility of the proposed district classification with nearby properties;**
 - a. The property which comprises the RePlat Application of Iron Horse Condo Association, Units 1 thru 8 is currently zoned I-1, Light Industrial District. All surrounding properties are also Zoned I-1, Light Industrial District. There is no change of Zoning proposed, or required, for Lot 5 in this RePlat application which remains consistent with the City’s Comprehensive Plan and fully compatible with adjoining properties.
5. **If vacant, the length of time the property has remained vacant as zoned.**
 - a. The property is not vacant.

- b. The Planning Commission and Board of Aldermen approved the Final Plat of Forest Scott Industrial Park in January 1998, the storage units on Lot 5 were built in 2002.

STAFF COMMENTS AND SUGGESTIONS

Formation of the eight (8) unit Condominium Association will require:

1. Recorded Copy of the Iron Horse Condominium Association ByLaws.
2. Proof the Condominium Association is a registered corporation with the Missouri Secretary of State.
3. Declaration of Condominium of Iron Horse Condo Association (to ensure maintenance of common areas) – Attached.

STAFF RECOMMENDATION

- The Ordinance to approve the RePlat Application was amended IAW the City Attorney's recommendations; this addresses recording the Declaration of Condominium documents as part of the RePlat approval. Upon receipt of a recorded copy of the Iron Horse Condominium Association ByLaws and proof the Condominium Association is a registered corporation Staff Recommends approval.
- Staff recommends the Board of Aldermen review the RePlat Application for Forest Scott Industrial Park, Lot 5 to Iron Horse Condo Association, Units 1 thru 8 submitted by Affinity Properties, Inc. with consideration for approval.

ATTACHMENTS

- (1) Final Plat of Forest Scott Industrial Park
- (2) RePlat of Forest Scott Industrial Park Lot 5 to Iron Horse Condo Association
- (3) Declaration of Condominium of Iron Horse Condo Association
- (4) ByLaws of Iron Horse Condominium Association
- (5) Ordinance to Approve the RePlat of Forest Scott Industrial Park Lot 5 to Iron Horse Condo Association, Units 1 thru 8.

STAFF CONTACT: Clifford McDonald
Phone: 779-2226
E-mail: cmcdonald@cityofpeculiar.com

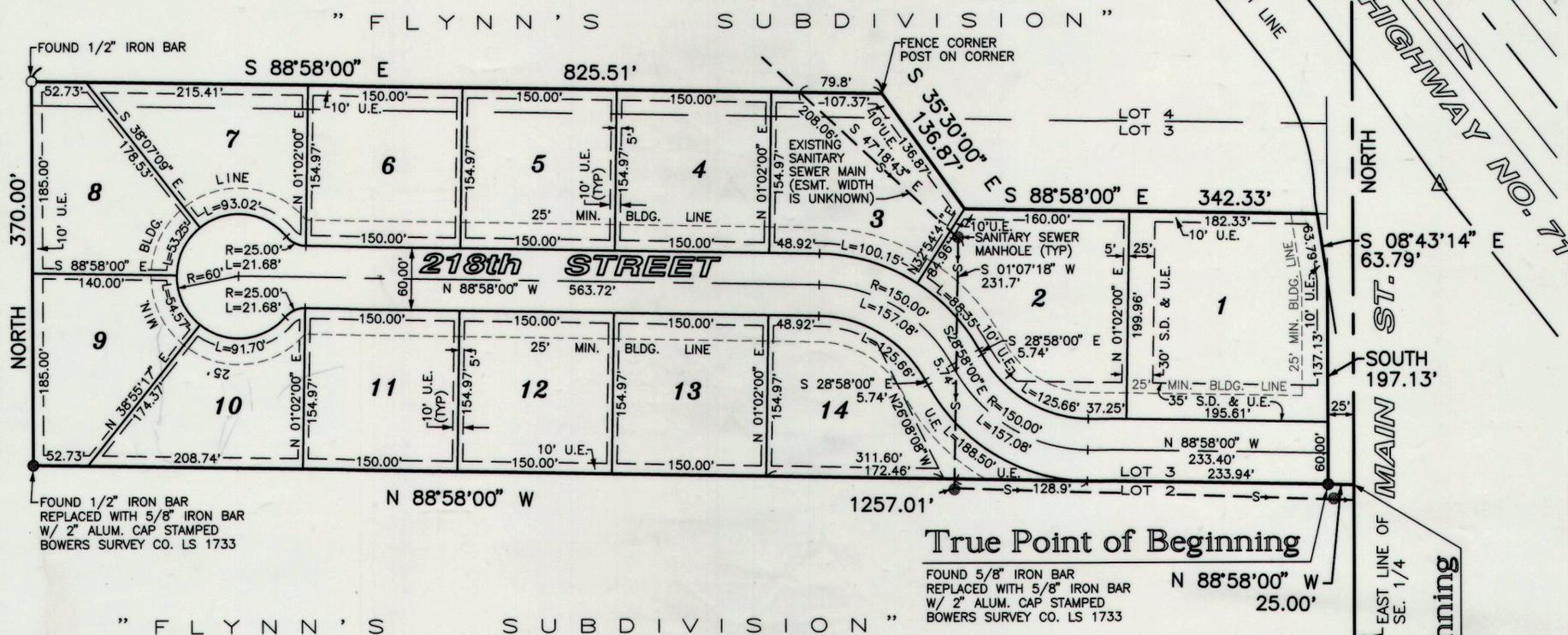
Final Plat of "Forest Scott Industrial Park" Lots 1 thru 14

A Subdivision of Land
in the City of Peculiar,
Cass County, Missouri

STATE OF MISSOURI
COUNTY OF CASS
CERTIFIED INSTRUMENT RECORDED
126794
126794
90 MAR -5 A 9:52.1
RECORDED IN BOOK 15 PAGE 25
JOHN KOHLER, CLERK
DEPUTY RECORDING FEE \$ 25
RECORDING FEE \$ 13
TOTAL \$ 38

Description

A PART OF THAT CERTAIN TRACT OF LAND DESCRIBED IN BOOK 1506 AT PAGE 25, IN THE OFFICE OF THE RECORDER OF DEEDS, CASS COUNTY, MISSOURI DESCRIBED AS FOLLOWS: A PART OF LOTS 3 AND 4, "FLYNN'S SUBDIVISION", A SUBDIVISION OF LAND IN CASS COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF, FILED IN PLAT BOOK 2 AT PAGE 72, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 718.18 FEET NORTH OF THE SOUTHEAST CORNER OF SECTION 9, TOWNSHIP 45, RANGE 32, CASS COUNTY, MISSOURI; THENCE NORTH 88°58'00" WEST, 25.00 FEET TO THE TRUE POINT OF BEGINNING OF THE TRACT TO BE DESCRIBED; THENCE CONTINUING NORTH 88°58'00" WEST, 1257.01 FEET; THENCE NORTH, 370.00 FEET; THENCE SOUTH 88°58'00" EAST, 825.51 FEET; THENCE SOUTH 35°30'00" EAST, 136.87 FEET; THENCE SOUTH 88°58'00" EAST, 342.33 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF THE U.S. HIGHWAY NO. 71 OUTER ROAD; THENCE SOUTH 8°43'14" EAST ALONG SAID RIGHT-OF-WAY LINE, 63.79 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF MAIN STREET; THENCE SOUTH ALONG SAID WEST RIGHT-OF-WAY LINE OF MAIN STREET, 197.13 FEET TO THE TRUE POINT OF BEGINNING.



Dedication

THE UNDERSIGNED PROPRIETORS OF THE REAL ESTATE DESCRIBED HEREIN HAVE CAUSED THE SAME TO BE SUBDIVIDED IN THE MANNER SHOWN ON THIS PLAT, WHICH SUBDIVISION AND PLAT SHALL HEREAFTER BE KNOWN AS "FOREST SCOTT INDUSTRIAL PARK" LOTS 1 THRU 14. IT SHALL BE A SUFFICIENT DESCRIPTION OF EACH LOT PLATTED HEREON TO BE DESIGNATED BY THE NUMBER WHICH APPEARS ON SAID LOT FOLLOWED BY THE WORDS "FOREST SCOTT INDUSTRIAL PARK".

AN EASEMENT OR LICENSE IS HEREBY GRANTED TO THE CITY OF PECULIAR, TO LOCATE, CONSTRUCT AND MAINTAIN OR TO AUTHORIZE THE LOCATION, CONSTRUCTION AND MAINTENANCE OF CONDUITS, WATER, GAS AND SEWER PIPES, POLES, WIRES AND ALL OR ANY OF THEM UPON THOSE AREAS IN THIS SUBDIVISION OUTLINED ON THIS PLAT AND DEDICATED BY THE WORDS "UTILITY EASEMENT" (U.E.) OR "STORM DRAINAGE & UTILITY EASEMENT" (S.D. & U.E.).

THE STREETS OR ROADS SHOWN ON THIS PLAT AND NOT ALREADY DEDICATED TO THE PUBLIC, ARE HEREBY SO DEDICATED.

THE USE OF ALL LOTS SHOWN ON THIS PLAT SHALL BE SUBJECT TO ANY AND ALL RESTRICTIONS RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS IN CASS COUNTY, MISSOURI.

Owner's Certificate

AS OWNER I HEREBY CERTIFY THAT I HAVE CAUSED THE LAND DESCRIBED ON THIS PLAT TO BE SURVEYED, DIVIDED, MAPPED, DEDICATED AND ACCESS RIGHTS RESERVED AS REPRESENTED ON THIS PLAT.

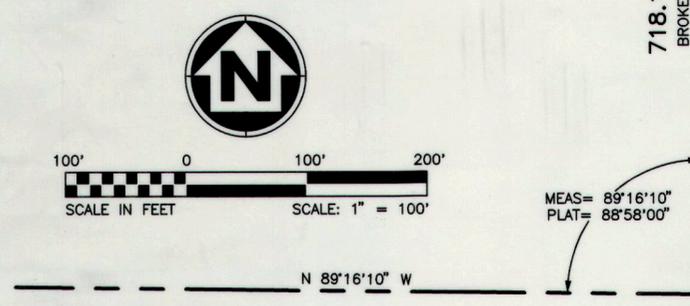
IN WITNESS WHEREOF, THE PROPRIETOR HAS CAUSED THIS PLAT TO BE SIGNED BY ITS PRESIDENT AND ATTESTED BY ITS SECRETARY, AND THE CORPORATE SEAL HERETO ATTACHED, THIS 5TH DAY OF MARCH, 1998.

FOREST SCOTT INDUSTRIES, INC.
BY: [Signature] PRESIDENT
ATTEST: [Signature] SECRETARY

STATE OF Missouri
COUNTY OF Cass
ON THIS 5th DAY March, 1998, BEFORE ME APPEARED JEFFREY S. SMITH / CHRISTOPHER P. SMITH, TO ME PERSONALLY KNOWN, WHO, BEING BY ME DULY SWORN (OR AFFIRMED) DID SAY THAT HE IS PRESIDENT OF FOREST SCOTT INDUSTRIES AND THAT THE SEAL AFFIXED TO THE FOREGOING INSTRUMENT IS THE CORPORATE SEAL OF SAID CORPORATION AND THAT SAID INSTRUMENT WAS SIGNED AND SEALED ON BEHALF OF SAID CORPORATION BY AUTHORITY OF ITS BOARD OF DIRECTORS, AND They ACKNOWLEDGED SAID INSTRUMENT TO BE THE FREE ACT AND DEED OF SAID CORPORATION.

[Signature] (SEAL)
NOTARY PUBLIC
MY COMMISSION EXPIRES 12-30-98
SANDRA L. RICKETTS
Notary Public - State of Missouri
Commissioned in Cass County
My Commission Expires Dec. 30, 1998

APPROVED: THE CITY PLANNING COMMISSION OF PECULIAR, MISSOURI.
SIGNED: [Signature] CHAIRMAN
DATE: 1-8-98
APPROVED: THE CITY COUNCIL OF PECULIAR, MISSOURI.
SIGNED: [Signature] MAYOR
DATE: February 17, 1998
ATTEST: [Signature] CITY CLERK



NOTE: BEARINGS SHOWN ARE BASED UPON A DEED BEARING OF NORTH AND SOUTH ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 45, RANGE 32 IN THE CITY OF PECULIAR, CASS COUNTY, MISSOURI.

THIS SURVEY MEETS OR EXCEEDS THE ACCURACY STANDARDS OF A URBAN CLASS SURVEY AS DEFINED BY THE MISSOURI STANDARDS FOR PROPERTY BOUNDARY SURVEYS.

1/2" IRON BARS WITH 1" PLASTIC CAPS STAMPED LS 1733 TO BE SET ON ALL BACK LOT CORNERS AND BOUNDARY CORNERS, AND CURBS TO BE NOTCHED UPON COMPLETION OF STREETS, UNLESS NOTED OTHERWISE ON THIS PLAT.

● = 5/8" IRON BAR WITH 2" ALUMINUM CAP STAMPED "BOWERS SURVEY" LS 1733 TO BE SET.

NOTE: BOWERS SURVEY COMPANY HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE, OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.

AT THE TIME OF ISSUANCE OF THIS FINAL PLAT A CURRENT TITLE REPORT HAD NOT BEEN RECEIVED. BOWERS SURVEY COMPANY SHALL NOT BE LIABLE FOR EASEMENTS OR RIGHTS-OF-WAY NOT SHOWN HEREON.

THE UNDERSIGNED REGISTERED LAND SURVEYOR HEREBY STATES THAT HE HAS SURVEYED THE DESCRIBED PROPERTY AND SUBDIVIDED IT AS SHOWN ON THIS PLAT IN ACCORDANCE WITH THE CURRENT MISSOURI MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS. HE FURTHER STATES THAT HE HAS COMPLIED WITH ALL STATUTES, ORDINANCES AND REGULATIONS GOVERNING THE PRACTICE OF SURVEYING AND THE PLATTING OF SUBDIVISIONS TO THE BEST OF HIS PROFESSIONAL KNOWLEDGE.

FOR: FOREST SCOTT INDUSTRIES, INC.						
BOWERS SURVEY COMPANY 110 SOUTH INDEPENDENCE P.O. BOX 71 HARRISONVILLE, MISSOURI 64701 PHONE (816) 380-4821 FAX (816) 380-4635						
SECTION	TOWNSHIP	RANGE	COUNTY	STATE	DATE	JOB NO.
9	45	32	CASS	MISSOURI	1-7-98	14667-98
DRAWING NO. 14667FP.DWG			DRAWN BY: TSB		CHECKED BY:	
JERRELL T. BOWERS						MO LS 1733

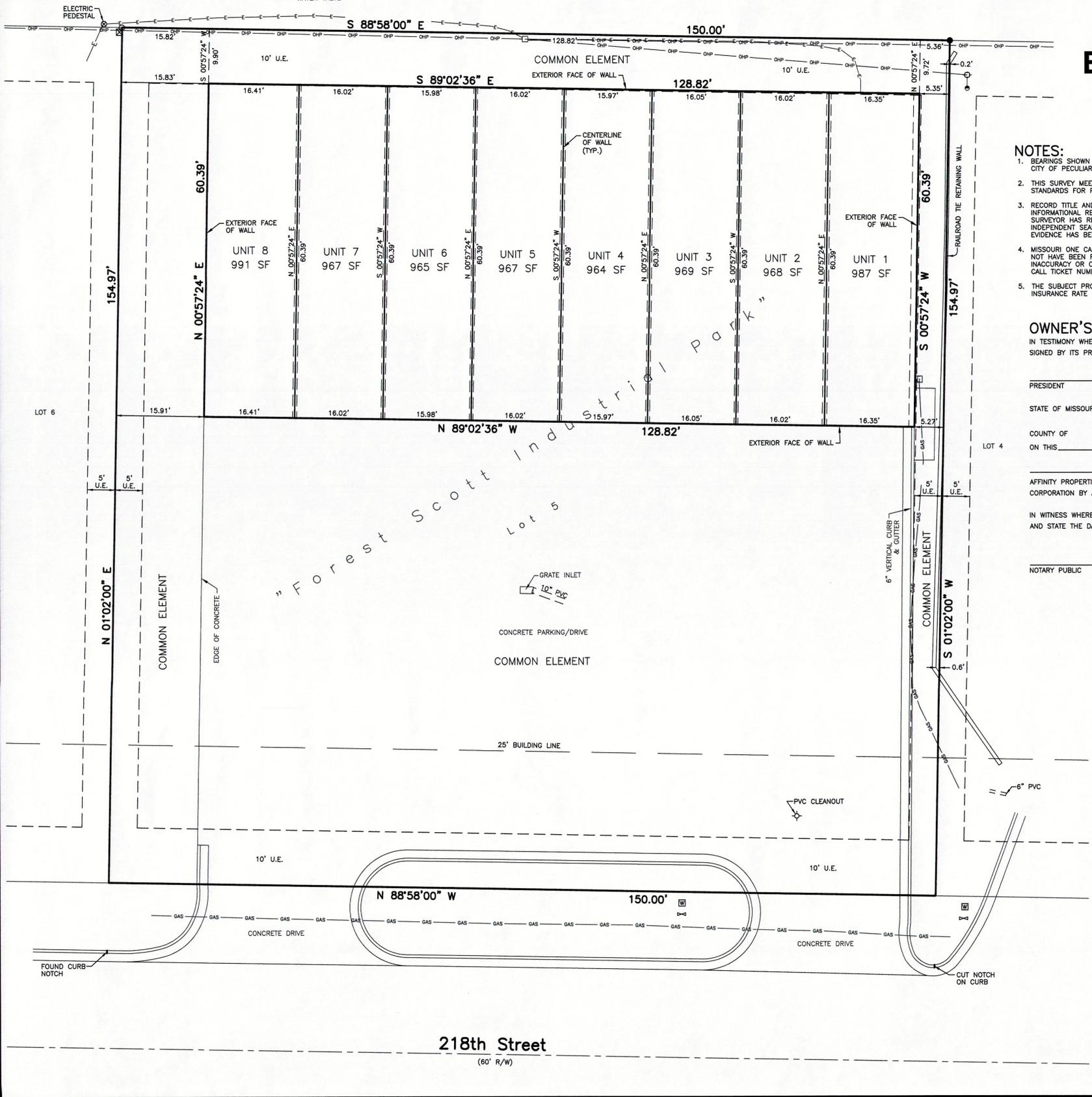
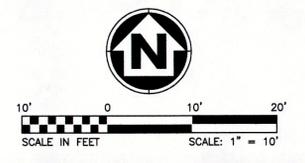
Final Plat

of "Iron Horse Condo Association"

A Condominium Subdivision of Land in the City of Peculiar, Cass County, Missouri

Being a Re-Plat of Lot 5, Forest Scott Industrial Park

- LEGEND:**
- = FOUND 1/2" IRON BAR WITH 1" PLASTIC CAP STAMPED BOWERS SURVEY LLC, UNLESS NOTED OTHERWISE
 - = SET 1/2" IRON BAR WITH 1" PLASTIC CAP STAMPED PLS 2816
 - = POWER POLE
 - = LIGHT POLE
 - ⊠ = WATER METER
 - ⊞ = WATER VALVE
 - = GAS METER
 - ⊠ = TELEPHONE PEDESTAL
 - ⊞ = ELECTRIC PEDESTAL
 - OHP — = OVERHEAD UTILITIES
 - E — = UNDERGROUND ELECTRIC
 - G — = GAS
 - W — = WATER



- NOTES:**
- BEARINGS SHOWN ARE BASED ON THE FINAL PLAT OF FOREST SCOTT INDUSTRIAL PARK, A SUBDIVISION OF LAND IN THE CITY OF PECULIAR, CASS COUNTY, MISSOURI, AS PREVIOUSLY PLATTED AND RECORDED.
 - THIS SURVEY MEETS OR EXCEEDS THE ACCURACY STANDARDS OF AN URBAN CLASS SURVEY AS DEFINED BY THE MISSOURI STANDARDS FOR PROPERTY BOUNDARY SURVEYS.
 - RECORD TITLE AND EASEMENT INFORMATION HAS BEEN PROVIDED BY FIRST AMERICAN TITLE INSURANCE COMPANY, INFORMATIONAL REPORT, COMMITMENT NUMBER NCS-813958-KCTY, DATED SEPTEMBER 27, 2016, AT 8:00 AM. THIS SURVEYOR HAS RELIED ON THIS REPORT FOR DEED AND EASEMENT INFORMATION. NO ADDITIONAL INVESTIGATIONS OR INDEPENDENT SEARCHES FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OR OWNERSHIP TITLE EVIDENCE HAS BEEN PERFORMED.
 - MISSOURI ONE CALL WAS NOTIFIED FOR UTILITY LOCATIONS ON THE SUBJECT PROPERTY. ALL UTILITIES MAY OR MAY NOT HAVE BEEN FLAGGED. BOWERS ENGINEERING & SURVEYING, INC. ASSUMES NO RESPONSIBILITY FOR THE INACCURACY OR OMISSION OF ANY EXISTING UTILITIES ON OR ADJACENT TO THE SUBJECT PROPERTY. MISSOURI ONE CALL TICKET NUMBER: 162510328, DATE: SEPTEMBER 7, 2016.
 - THE SUBJECT PROPERTY IS NOT WITHIN THE LIMITS OF THE 100 YEAR FLOOD PLAIN AS SHOWN ON FEMA FLOOD INSURANCE RATE MAP NO. 29037C0152F, DATED JANUARY 2, 2013.

OWNER'S CERTIFICATE:
 IN TESTIMONY WHEREOF, AFFINITY PROPERTIES, INC., A MISSOURI CORPORATION HAS CAUSED THESE PRESENTS TO BE SIGNED BY ITS PRESIDENT THIS _____ DAY OF _____, 20____.

PRESIDENT _____ SECRETARY _____

STATE OF MISSOURI)
) SS
 COUNTY OF)
 ON THIS _____ DAY OF _____, 20____, BEFORE ME PERSONALLY APPEARED _____, WHO BEING BY ME SWORN DID SAY THAT HE/SHE IS THE PRESIDENT OF AFFINITY PROPERTIES, INC., A MISSOURI CORPORATION AND THAT SAID INSTRUMENT WAS SIGNED IN BEHALF OF SAID CORPORATION BY AUTHORITY OF ITS BOARD OF DIRECTORS AND TO BE THE FREE ACT AND DEED OF SAID CORPORATION.

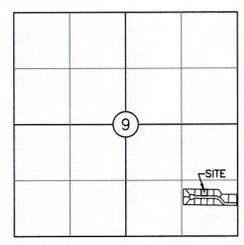
IN WITNESS WHEREOF, I HAVE HERETO SET MY HAND AND AFFIXED MY NOTARIAL SEAL AT MY OFFICE IN SAID COUNTY AND STATE THE DATE AND YEAR LAST WRITTEN ABOVE.

NOTARY PUBLIC _____ MY COMMISSION EXPIRES: _____

APPROVED: THE CITY PLANNING COMMISSION OF PECULIAR, MISSOURI.
 SIGNED: _____ CHAIRMAN
 DATE: _____

APPROVED: THE CITY COUNCIL OF PECULIAR, MISSOURI.
 SIGNED: _____ MAYOR
 DATE: _____

ATTEST: _____ CITY CLERK



LOCATION MAP
 SECTION 9, TOWNSHIP 45, RANGE 32
 CASS COUNTY, MISSOURI
 SCALE: 1" = 2000'
 SITE ADDRESS: 11308 E. 218TH STREET
 PECULIAR, MISSOURI

LEGAL DESCRIPTION: RECORDED IN BOOK 2089 AT PAGE 45 LOT 5, FOREST SCOTT INDUSTRIAL PARK, A SUBDIVISION OF LAND IN THE CITY OF PECULIAR, CASS COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF, OF RECORD IN PLAT BOOK 15, PAGE 25.

PLAT DEDICATION: THE UNDERSIGNED PROPRIETORS OF THE REAL ESTATE DESCRIBED HEREIN HAVE CAUSED THE SAME TO BE SUBDIVIDED IN THE MANNER SHOWN ON THIS PLAT, WHICH SUBDIVISION AND PLAT SHALL HEREAFTER BE KNOWN AS "IRON HORSE CONDO ASSOCIATION". IT SHALL BE A SUFFICIENT DESCRIPTION OF THE UNIT PLATTED HEREON TO BE DESIGNATED BY THE NUMBER WHICH APPEARS ON SAID UNIT FOLLOWED BY THE WORDS "IRON HORSE CONDO ASSOCIATION", A CONDOMINIUM SUBDIVISION IN THE CITY OF PECULIAR, CASS COUNTY, MISSOURI.

AN EASEMENT OR LICENSE IS HEREBY GRANTED TO THE CITY OF PECULIAR, TO LOCATE, CONSTRUCT AND MAINTAIN OR TO AUTHORIZE THE LOCATION, CONSTRUCTION AND MAINTENANCE OF CONDUITS, WATER, GAS AND SEWER PIPES, POLES, WIRES AND ANCHORS AND ALL OR ANY OF THEM UPON THOSE AREAS IN THIS SUBDIVISION OUTLINED ON THIS PLAT AND DEDICATED BY THE WORDS "UTILITY EASEMENT" (UE).

CONDOMINIUM NOTES:

- THIS PLAT "IRON HORSE CONDO ASSOCIATION" A CONDOMINIUM SUBDIVISION IS A PLAT AS THE TERM IS DEFINED IN CHAPTER 445, I.E. SECTION 448.2-109 AND THIS SUBDIVISION IS SUBJECT TO THE PROVISIONS OF THE UNIFORM CONDOMINIUM ACT (2000) AS ADOPTED BY THE STATUTES OF MISSOURI IN SECTION 448.1-101 ET. SEQ. AND AS PROVIDED IN THE DECLARATION RECORDED CONCURRENTLY HERewith.

- UNIT BOUNDARIES: THE BOUNDARIES OF EACH RESPECTIVE UNIT SHALL BE THE EXTERIOR FACE WALLS OR CENTERLINE OF THE INTERIOR WALLS, AS ILLUSTRATED HEREIN. ALL FINISHED SURFACES THEREOF ARE A PART OF THE UNIT, EXCEPT AS SET FORTH IN THE DEFINITION OF LIMITED COMMON ELEMENTS, ALL SPACES, INTERIOR PARTITIONS, AND OTHER FIXTURES AND IMPROVEMENTS WITHIN THE BOUNDARIES OF A UNIT ARE A PART OF THE UNIT. BOUNDARIES OF THE UNITS MAY BE RELOCATED AS SET FORTH IN THE CONDOMINIUM DECLARATIONS, EVEN TO THE POINT OF COMBINING THE UNITS INTO A SINGLE UNIT OR TO SPLIT A SINGLE UNIT INTO TWO OR MORE UNITS AND TO ADJUST THE PERCENTAGE INTEREST IN THE COMMON ELEMENTS BASED ON THE FORMULA PROVIDED WITHIN THE DECLARATION OF CONDOMINIUM, PROVIDED THAT SUCH CONTRIBUTION, SPLIT OR RELOCATION DOES NOT AFFECT INGRESS, EGRESS OR ACCESS TO ANY UNIT OR AFFECT COMPLIANCE WITH ANY SAFETY AND/OR FIRE CODE.
- COMMON ELEMENTS: THE COMMON ELEMENTS SHALL MEAN THE ENTIRE CONDOMINIUM, EXCLUDING THE UNITS, BUT SPECIFICALLY INCLUDING THE FOLLOWING AREAS INTENDED FOR THE COMMON USE AND BENEFIT OF ALL OWNERS:
 - THE LAND CONSTITUTING THE PROPERTY.
 - ANY WALKWAYS, DRIVEWAYS, ENTRANCES, EXITS, LANDSCAPED AREAS AND REFUSE AREAS, WHICH ARE LOCATED WITHIN THE PROPERTY.
 - ALL FOUNDATIONS, COLUMNS, BEAMS, SUPPORTS, BEARING WALLS, ATTICS AND ROOFS, THE MECHANICAL EQUIPMENT AND APPURTENANCES SITUATED WITHIN THE CONDOMINIUM OR ON THE ROOF OR OUTSIDE OF THE CONDOMINIUM.
 - THE UTILITY STACKS, VENTS AND WELLS AND ANY AND ALL APPURTENANCES WHICH MAY BE LOCATED WITHIN THE WALLS OR ATTIC, OR ON THE ROOF, INCLUDING (WITHOUT LIMITATION) ALL DUCTS, ELECTRICAL EQUIPMENT, WIRES, LINES, PIPES AND STACKS, ELECTRICAL LIGHT, COLD AND HOT WATER, GAS PLUMBING, SANITARY SEWER, SPRINKLER SYSTEMS, REFUSE, TELEPHONE, TELECOMMUNICATION AND OTHER UTILITY SYSTEMS.
 - ALL PORTIONS OF THE WALLS, FLOORS OR CEILINGS NOT WITHIN THE UNIT BOUNDARIES SHALL BE A PART OF THE COMMON ELEMENTS. NO BEARING WALL OR COLUMN MAY BE REMOVED OR OTHERWISE PENETRATED OR AFFECTED WITHOUT A BUILDING PERMIT FROM THE CITY AND PRIOR WRITTEN APPROVAL OF THE ASSOCIATION, TOGETHER WITH A SUPPORTING REPORT FROM A STRUCTURAL ENGINEERING FIRM DESIGNATED BY THE ASSOCIATION.
 - ANY COMMON ELEMENT SHOWN HEREON MAY BE CONVERTED INTO PORTIONS OF EXISTING UNITS AS SET FORTH IN THE CONDOMINIUM DECLARATIONS, PROVIDED THAT ANY CONVERSION OF A COMMON ELEMENT TO BE A PART OF A UNIT MAY ONLY BE DONE IF IT WILL NOT AFFECT INGRESS, EGRESS OR ACCESS TO ANY UNIT OR ANY PART THEREOF, OR COMPLIANCE WITH SAFETY AND/OR FIRE CODES, AND PROVIDED FURTHER THAT THE DECLARANT SHALL RECORD AN AMENDED PLAT OR CERTIFICATE OF SURVEY, PREPARED, PROCESSED AND APPROVED IN ACCORDANCE WITH THE CITY OF PECULIAR, MISSOURI, WITH THE COUNTY RECORDER'S OFFICE SHOWING THE CONVERSION OF A COMMON ELEMENT TO BE A PART OF A UNIT.
- ANY CONDOMINIUM UNIT SHOWN HEREON MAY BE COMBINED WITH ANOTHER CONDOMINIUM UNIT(S) AS SET FORTH IN THE CONDOMINIUM DECLARATIONS, PROVIDED THAT ANY COMBINATION OF UNITS MAY ONLY BE DONE IF IT WILL NOT AFFECT INGRESS/EGRESS ACCESS OF ANY UNITS OR AFFECT COMPLIANCE WITH SAFETY (FIRE) CODES.
- CONDOMINIUM UNITS MAY INCLUDE COMMERCIAL USES IN CONFORMANCE WITH THE USES PERMITTED BY THE CITY OF PECULIAR ZONING ORDINANCES AND AS PROVIDED IN THE DECLARATION OF CONDOMINIUM.
- THE LEGAL DESCRIPTION OF EACH UNIT DESCRIBED IN SAID DECLARATION SHALL BE BY REFERENCE TO THE NUMBER IDENTIFYING THE UNIT AS SHOWN ON THIS PLAT FOLLOWED BY THE WORDS "IRON HORSE CONDO ASSOCIATION", A CONDOMINIUM SUBDIVISION IN THE CITY OF PECULIAR, CASS COUNTY, MISSOURI.
- THE PROJECT DESCRIBED IN THIS PLAT CONSISTS OF 1 BUILDING WITH A TOTAL OF 8 CONDOMINIUM UNITS, AND COMMON ELEMENTS.

THE UNDERSIGNED REGISTERED LAND SURVEYOR HEREBY STATES THAT A SURVEY HAS BEEN COMPLETED UNDER HIS DIRECT SUPERVISION OF THE ABOVE DESCRIBED PREMISES AND ALL MEASUREMENTS SHOWN ANGULAR AND LINEAR, WERE MEASURED ON THE GROUND AND MONUMENTS WERE SET OR FOUND AS SHOWN. THIS SURVEY HAS BEEN PREPARED FROM INFORMATION COMPILED IN THE FIELD AND OFFICE AND THAT SAID SURVEY MEETS OR EXCEEDS THE CURRENT MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS AS ESTABLISHED BY THE MISSOURI BOARD FOR ARCHITECTS, PROFESSIONAL ENGINEERS, PROFESSIONAL LAND SURVEYORS AND LANDSCAPE ARCHITECTS, AND THE MISSOURI DEPARTMENT OF AGRICULTURE LAND SURVEY PROGRAM. I FURTHER CERTIFY THAT I HAVE COMPLIED WITH ALL STATUTES, ORDINANCES AND REGULATIONS GOVERNING THE PRACTICE OF SURVEYING AND THE PLATTING OF SUBDIVISIONS TO THE BEST OF MY PROFESSIONAL KNOWLEDGE AND BELIEF.

THE FIELD WORK WAS COMPLETED ON SEPTEMBER 13, 2016.
 FOR: AFFINITY PROPERTIES, INC. 16719 COUNTRY CLUB, BELTON, MO.
 ORDERED BY: MR. AL HERMAN

Bowers Engineering & Surveying, Inc.
 P.O. BOX 71
 108 E. PEARL STREET
 HARRISONVILLE, MISSOURI 64701
 ENGINEERING: 816.380.2600 SURVEYING: 816.380.4821

SECTION	TOWNSHIP	RANGE	COUNTY	STATE	DATE	JOB NO.
9	45	32	CASS	MISSOURI	10/06/16	21348-16

DRAWING NO. 21348FP.DWG DRAWN BY: RB CHECKED BY: TSB
 PROFESSIONAL ENGINEERING CORPORATION, MISSOURI STATE CERTIFICATE OF AUTHORITY NO. 200203141
 PROFESSIONAL LAND SURVEYING CORPORATION, MISSOURI STATE CERTIFICATE OF AUTHORITY NO. 200202570

FOR REVIEW ONLY

TROY S. BOWERS
 PROFESSIONAL LAND SURVEYOR
 MO LS 2616

**DECLARATION OF CONDOMINIUM
OF
IRON HORSE CONDO ASSOCIATION,
A CONDOMINIUM**

City of Peculiar, Cass County, Missouri

THIS DECLARATION is made this ____ day of _____, 2016, by Affinity Properties, Inc., a Missouri corporation, with a place of business at 11308 E. 218th Street, Peculiar, MO 64078 (the “Declarant”), as the owner in fee simple of the Real Estate hereinafter described.

Article 1
SUBMISSION

1.1 Property. Declarant, the owner in fee simple of the Real Estate described in Exhibit A attached hereto and made a part hereof (the “Real Estate”) situated in the City of Peculiar, Cass County, Missouri, hereby submits the Real Estate, together with and subject to all easements, rights and appurtenances thereto belonging and the Buildings and improvements erected or to be erected thereon (collectively, the “Property”) to the provisions of Chapter 448, Missouri Revised Statutes, as the same may be amended from time to time, known as the Uniform Condominium Act (the “Act”). The Condominium consists of the land described in Exhibit A and all improvements thereon consisting of Units 1 through 8, inclusive, as depicted on the Plat.

1.2 Address of Condominium. The address of the Condominium is:

11308 E. 218th Street
Peculiar, MO 64078

Article 2
DEFINITIONS

2.1 Terms Defined in the Act. Capitalized terms are defined herein or in the Plat, otherwise they shall have the meanings specified or used in the Act.

2.2 Terms Specifically Defined in This Declaration. In addition to the terms hereinabove defined, the following terms shall have the following meanings in this Declaration, the Bylaws, and Plat:

- (a) “Association” means the Unit Owners Association of the Condominium, which is known as the Iron Horse Condo Association.
- (b) “Buildings” (or in the singular, a “Building”) means any, commercial or, service structure or other improvement now or hereafter constructed on the Property.
- (c) “Bylaws” means the document having that name and providing for the governance of the Association, pursuant to Section 448.3-106 of the Act, as such document may be amended from time to time.
- (d) “Common Elements” (or in the singular, a “Common Element”) means those parts of the Property either described in the Act as being Common Elements or described herein or in the Plat as being Common Elements.
- (e) “Common Expenses” means expenditures made by or financial liabilities of the Association together with any allocations to reserves.
- (f) “Condominium” means the Condominium described in Section 1.1 above.
- (g) “Condominium Documents” includes the Declaration, Plat, Bylaws and Rules and Regulations.
- (h) “Declarant” means Affinity Properties, Inc., and its successors and assigns.
- (i) “Declaration” means this document, as the same may be amended from time to time.
- (j) “Development Rights” means those rights, if any, which the Declarant has reserved to itself as set forth in Article 15 and elsewhere in this Declaration.
- (k) “Eligible Mortgage Holder” means the holder of a recorded first mortgage or deed of trust on a Unit which has requested in writing that the Association notify it of actions by the Association requiring the consent of Eligible Mortgage Holders under this Declaration.
- (l) “Executive Board” means the Executive Board of the Association.
- (m) “Limited Common Elements” (or in the singular, a “Limited Common Element”) means those parts of the Property either described in the Act as being Limited Common Elements or described herein or in the Plat as being Limited Common Elements.

- (n) “Quarterly Assessment” means the Unit owner’s share of the anticipated Common Expenses, allocated by Unit, for each quarter of the Association’s fiscal year as reflected in the budget adopted by the Executive Board for such year assessed in advance of the quarter.
- (o) “Mortgagee” means the holder of any recorded first mortgage or deed of trust encumbering one or more of the Units.
- (p) “Percentage Interest” means the undivided interest in the Common Elements appurtenant to a Unit, as set forth on Exhibit B attached hereto, as the same may be amended from time to time. Each Percentage Interest held by a Unit Owner shall be a 1/8th interest = 12.5%.
- (q) “Property” means the Property described in Section 1.1 above.
- (r) “Plat” means the Plat recorded herewith as such may be amended from time to time, reduced photocopies of which are attached hereto as Exhibit C.
- (s) “Record” means to record in the office of the Cass County Recorder of Deeds.
- (t) “Rules and Regulations” means such rules and regulations as are promulgated by the Declarant or the Executive Board from time to time with respect to the use of all or any portion of the Property.
- (u) “Special Assessment” means a Unit owner’s share of any assessment made by the Executive Board in addition to the Monthly Assessment.
- (v) “Special Declarant Rights” means those rights which the Declarant has reserved to itself as set forth in Article 15 and elsewhere in this Declaration.
- (w) “Unit” means a physical portion of the Condominium created by this Declaration or any amendment thereto and designated for separate ownership or occupancy, the boundaries of which are described in Article 3.
- (x) “Unit Owner” means the owner of a single Unit.

2.3 Provisions of the Act. The provisions of the Act shall apply to and govern the operation and governance of the Condominium, except to the extent that contrary provisions, not prohibited by the Act, are contained in one or more of the Condominium Documents.

Article 3 UNIT BOUNDARIES AND MAINTENANCE RESPONSIBILITIES

3.1 Unit Boundaries.

(a) The boundary lines of each Unit are as shown on the Plat and are formed by the following planes:

1. The Unit-side surface of the walls and partitions of the Buildings which enclose such Unit and separate it from adjoining Units or Common Elements, the Unit to include the thickness of the finish material, such as steel or aluminum walls;
2. The Unit-side surface of Common Elements within or passing through such Unit, the Unit to include the thickness of the finish material;
3. The Unit-side surface of the ceiling of the uppermost story of the Unit and t to include the thickness of the finish material;
4. The Unit-side surface of the concrete slab constituting the floor;
5. The exterior surface of doors, and their sills and hardware, and the Unit-side surface of the door frames in which such doors are set, the Unit to include the thickness of the finish material.

(b) Each Unit consists of all portions of the Building in which it is located within the aforesaid boundary lines, except the air space displaced by (i) structural members, firewalls and (ii) other Common Elements within such Unit including, without limitation, chutes, flues, ducts, wires, conduits and pipe runs which serve more than one Unit. By way of illustration and not limitation, there is included within a Unit: (1) the air space enclosed by such boundary lines, (2) all non-load bearing partitions which are wholly contained within such boundary lines including, but not limited to, all interior doors, interior door frames, hardware, electrical outlets and wiring, telephone outlets and conduits and other equipment and devices in such partitions that are added to the Unit by the Unit Owner and not the Association and which serve only such Unit, (3) all fixtures located within such boundary lines and serving only such Unit, and their water and waste connections, (4) heat pumps, exhaust fans and the grilles, registers, ventilation ducts, and related fixtures which serve only such Unit, whether or not any of the foregoing is located in any portion of the Common Elements but excluding the common heating units in the Property which are used to heat all Units through the open ceiling and limited wall extensions, which cannot be modified or raised by a Unit Owner in its Unit, and which are Common Elements (5) lighting devices (including by way of illustration and not limitation, lamps and bulbs which are surface mounted on, recessed in or suspended from, ceilings, walls and partitions within or around the perimeter of such Unit) serving only such Unit, whether or not such lighting devices are themselves located entirely within the boundary lines of such Unit, and (6) outlets, wires, cables, conduits, circuits and related equipment transmitting electricity for lighting and power or transmitting electrical impulses and signals which serve only such Unit and which are located entirely within the boundary lines of such Unit, but excluding such items which run through the building to provide services to other Units, which are Common Elements.

(c) Each Unit's identifying number is shown on the Plat and on Exhibit B.

3.2 Relocation of Unit Boundaries. Relocation of boundaries between Units will be permitted subject to compliance with the provisions therefor in Section 448.2-112 of the Act and subject to compliance with any conditions, restrictions or requirements imposed by the Executive Board, and only upon unanimous approval of all eight of the Unit Owners. The cost for preparation and recordation of any documents required for the relocation of boundaries between Units shall be chargeable to the Units involved as a Special Assessment.

3.3 Maintenance Responsibilities.

- (a) The Association, through the Executive Board, shall be responsible for maintenance, repair and replacement of the Common Elements including, but not limited to the Limited Common Elements and the following:
 - 1. maintenance, repair and replacement, in accordance with the terms of any maintenance agreement between Declarant and any governmental body or organization for the drainage system for the Property.
 - 2. maintenance, repair and replacement of the driveways and parking areas; such maintenance may include, but shall not be limited to, snow removal;
 - 3. maintenance, repair and replacement of the electrical system, including batteries outlets, wires, cables, conduits, circuits and related equipment transmitting electricity for lighting, heaters, fuse boxes and electrical figures installed in the Units when the Association is formed; and
 - 4. care and replacement of the trees, shrubbery, and other plantings already existing on the Property or planted by or on behalf of the Declarant. Maintenance of the exterior of the Property, including the slag, walls, doors, light fixtures, driveways, and any other Common Elements.

The Executive Board, in its discretion, may provide the maintenance and other services described in this Section 3.3(a) through independent contractors and the Association shall have no employees whatsoever. The cost of the provision of such services shall be a Common Expense.

- (b) Each Unit owner is responsible for maintenance, repair and replacement of their Unit. Upon reasonable advance notice, each Unit owner shall afford to the Association and other Unit owners, agents, access through their Unit reasonably necessary for the maintenance, repair and replacement of the Common Elements. except in the case of emergencies requiring immediate access without notice to avoid substantial casualty loss or interruption of services to the Units.
- (c) Utilities are payable as a Common Expense.

Article 4
DESCRIPTION AND ALLOCATION OF COMMON ELEMENTS AND

LIMITED COMMON ELEMENTS

4.1 Description of Common Elements. Common Elements shall mean those portions of the Buildings defined as such pursuant to Sections 448.1-103(4) and 448.2-102(1) of the Act, except as provided otherwise herein, or as identified and designated as Common Elements in the Plat, including, but not limited to, the following:

- (a) the drainage system for the Property;
- (b) the driveways and parking areas; and
- (c) the trees, shrubbery and other plantings already existing on the Property or planted by or on behalf of the Declarant.
- (d) The entire exterior of the building, including but not limited to the exterior structure, walls, doors, garage doors, roof, lights and fixtures, parking lot, slab under the property, sewer lines.
- (e) All interior and exterior outlets, wires, cables, fixtures, fuse boxes and electrical panels, conduits, circuits and related equipment transmitting electricity for lighting and power;
- (f) All interior and exterior plumbing fixtures and pipes for water in the Units;
- (g) The heaters and related electrical, gas and other equipment related thereto;
- (h) Entrance walls;
- (i) Yard area behind and in front of building, if any;
- (j) And excluding any improvements made by any individual Unit Owner to its Unit in addition to the above.

4.2 Description of Limited Common Elements. Limited Common Elements shall mean those portions of the Buildings defined as such pursuant to Sections 448.2-102(2) and (4) of the Act or as identified and designated as Limited Common Elements on the Plat, if any, or by Section 4.3 hereof. Those portions of the Limited Common Elements serving only the Unit adjacent to such Limited Common Element are Limited Common Elements allocated only to the Unit which they serve.

4.3 Specified Limited Common Elements. The following portions of the Buildings or the Property are hereby designated as Limited Common Elements: shutters, awnings, window boxes etc. which are added by a Unit Owner to its Unit with the appropriate Association approvals which are not part of the Unit but which are adjacent to and serve only such Unit, and which are not Common Elements defined above

4.5 Alteration of Common Elements by the Declarant. The Declarant reserves the right to modify, alter, remove or improve portions of the Common Elements at its own expense, including without limitation, any equipment, fixtures and appurtenances, when in the Declarant's judgment it is necessary or desirable to do so, until the expiration of the applicable warranty period. Such rights do not include rights to add or remove real estate not deemed to be fixtures.

4.6 Allocation of Parking Spaces. Each Unit Owner shall be allowed to use the Common Elements relating to parking in the area directly outside its Unit, but only for temporary parking and not long-term parking in excess of five (5) days, and so long as it does not interfere with the rights of all other Unit Owners to use their Units. Unit Owners will work cooperatively together to share the parking lot for maintenance and cleaning of the motorhome stored in the Unit. The Executive Board shall have the power in its discretion from time to time to so allocate parking spaces.

Article 5
ALLOCATION OF PERCENTAGE INTERESTS, COMMON
EXPENSES AND VOTING RIGHTS

5.1 Percentage Interests. Attached as Exhibit B hereto is a list of all Units by their Identifying Number and the Percentage Interest appurtenant to each Unit, determined by dividing the gross square footage by the number of all of the Units (8) in the Condominium: resulting in each Unit constituting 1/8th or 12.5% of the Percentage Interests. .

5.2 Common Expenses. The liability of each Unit for the Common Expenses of the Condominium shall be the Percentage Interest of 12.5% as set forth in Section 5.1 and on Exhibit B,

5.3 Allocation of Unit Owner's Voting Rights. Each Unit owner shall be entitled to one (1) vote for each Unit owned by that Unit Owner.

Article 6
EASEMENTS

6.1 Additional Easements. In addition to the easements provided for by the Act, the following easements are hereby created:

- (a) All Units shall be subject to an easement in favor of the Declarant pursuant to Sections 448.2-115 and 448.2-116 of the Act. The Declarant reserves the right to use any Units owned or leased by the Declarant as a model, and the Declarant reserves the right to relocate the same from time to time within the Property; upon relocation, the furnishings thereof may be removed. The Declarant further reserves the right to maintain on the Property such advertising signs as may comply with applicable governmental regulations, which may be placed in any location on the Property that does not interfere with the rights of any other Unit Owner to use its Unit, and may be relocated or removed, all at the

sole discretion of the Declarant. This easement shall continue until the Declarant has conveyed all Units in the Condominium to Unit owners other than the Declarant.

- (b) The Units and Common Elements shall be, and hereby are, made subject to easements in favor of the Declarant, other Unit owners, appropriate utility and service companies, and governmental agencies or authorities for such utility and service lines and equipment as may be necessary or desirable to serve any portion of the Property. The easements created by this Section 6.1(b) shall include, without limitation, rights of the Declarant, any Unit owner or the providing utility or service company, or governmental agency or authority to install, lay, maintain, repair, relocate and replace gas lines, pipes and conduits, water mains and pipes, sewer and drain lines, drainage ditches and pump stations, telephone wires and equipment, electrical wires, conduits, and equipment and ducts and vents over, under, through along and on the Units and Common Elements. Notwithstanding the foregoing provisions of this Section 6.1(b), any such easement through a Unit shall be located either in substantially the same location as such facilities or similar facilities existed at the time of first conveyance of the Unit by the Declarant or so as not to materially interfere with the use or occupancy of the Unit by its occupants. With respect to any utility lines or equipment serving only the Condominium and located upon the Common Elements, the Executive Board shall have the right and power to dedicate and convey title to the same to any private or public utility company. The Executive Board shall also have the right and power to convey permits, licenses and easements over the Common Elements for the installation, maintenance, repair and replacement of utility poles, lines, wires and other equipment to any private or public utility company. In addition, the Executive Board shall have the right to grant permits, licenses and easements over the Common Elements for the building and maintenance of roads and for other purposes necessary for the proper operation of the Condominium.
- (c) The Declarant reserves for as long as it is entitled to exercise any Development Right an easement on, over and under those portions of the Common Elements not located within a Building for the purpose of maintaining and/or correcting drainage of surface water in order to maintain reasonable standards of health, safety and appearance. The easement created by this Section 6.1(c) expressly includes the right to cut any trees, bushes, or shrubbery, to grade the soil, or to take any other action reasonably determined to be necessary. The Declarant or the Association, as the case may be, shall restore the affected property as closely to its original condition as is practicable.
- (d) The Common Elements (other than the Limited Common elements) shall be, and hereby are made, subject to an easement in favor of the Unit owners and their invitees, tenants and servants, the Association and the agents of the Association for access, egress and ingress over, through and across each portion thereof, pursuant to such requirements and subject to such charges as the Executive Board may from time to time prescribe; provided that nothing contained herein shall create any access easement in favor of Unit owners with respect to such portions of the Common Elements which are not needed in order to gain access to one or more Units and as to which the Executive Board may from time to time determine it to be necessary or desirable to limit or control access by Unit owners or the occupants of Units, or both, including, by way of illustration and not limitation,

machinery and equipment rooms, and any management agent's office, provided, however, that every Unit owner shall have an unrestricted right of ingress and egress to their Unit.

- (e) The Common Elements and Units are subject to an easement in favor of the Declarant for the purposes of construction, reconstruction, maintenance, repair, renovation, replacement or correction of the Units or Common Elements.
- (f) The Common Elements (including, but not limited to, the Limited Common Elements) shall be and hereby are made subject to an easement in favor of the Association and the agents, and independent contractors thereof for the purpose of the inspection, upkeep, maintenance, repair and replacement of the Common Elements (including, but not limited to, the Limited Common Elements).
- (g) The Common Elements (including, but not limited to, the Limited Common Elements) shall be and hereby are made subject to the following easements in favor of the Units benefited:
 - 1. For the installation, repair, maintenance, use, removal and/or replacement of pipes, ducts, heating and air conditioning systems, electrical, telephone and other communication wiring and cables and all other utility lines and conduits which are part of or exclusively serve a single Unit and which pass across or through a portion of the Common Elements;
 - 2. For the installation, repair, maintenance, use, removal and/or replacement of overhead lighting fixtures, electrical receptacles and the like which are located in a portion of the ceiling, wall or floor adjacent to a Unit which is a part of the Common Elements; provided that the installation, repair, maintenance, use, removal or replacement of such fixtures, receptacles and the like does not unreasonably interfere with the common use of any part of the Common Elements or impair or structurally weaken the Buildings;
 - 3. For driving and removing nails, screws, bolts and the like into the Unit-side surface of walls, ceilings and floors which are part of the Common Elements; provided that such action will not unreasonably interfere with the common use of any part of the Common Elements or impair or structurally weaken the Buildings; and
 - 4. For the maintenance or the encroachment of any lighting devices, outlets, , exhaust fans, and similar fixtures which serve only one Unit but which encroach into any part of any Common Element or Limited Common Element on the date this Declaration is recorded or any amendment hereof is recorded.
- (h) To the extent necessary, each Unit shall have an easement for structural support over every other Unit in the Building in which it is located, the Common Elements and the Limited Common Elements, and each Unit and the Common Elements shall be subject to

an easement for structural support in favor of every other Unit in that particular Building, the Common Elements and the Limited Common Elements.

- (i) The Units and the Limited Common Elements are hereby made subject to the following easements:

1. In favor of the Association and its agents, and independent contractors, (i) for inspection of the Units and Limited Common Elements in order to verify the performance by Unit owners of all items of maintenance and repair for which they are responsible, (ii) for inspection, maintenance, repair and replacement of the Common Elements or the Limited Common Elements situated in or accessible from such Units or Limited Common Elements or both, (iii) for correction of emergency conditions in one or more Units or Limited Common Elements, or both, or casualties to the Common Elements, the Limited Common Elements and/or the Units, (iv) for any of the purposes set forth in Section 6.1(j) or Section 6.1(k) hereof, and (v) to do any other work reasonably necessary for the proper maintenance of the Condominium, it being understood and agreed that the Association and its agents, and independent contractors shall take reasonable steps to minimize any interference with a Unit Owner's use of their Unit resulting from the Association's exercise of any rights it may have pursuant to this Section 6.1(i)(1) and the following Section 6.1(i)(2) or both;

2. In favor of the Unit owner benefited thereby and the Association and its agents, and independent contractors, for the installation, repair, maintenance, use, removal and/or replacement of pipes, ducts, electrical, telephone, or other communication systems and all other utility lines and conduits which are part of the Common Elements and which pass across or through a portion of one or more Units.

- (j) Whenever in this Declaration and the Plat a boundary line of a Unit is described as being the Unit-side surface of the concrete slab constituting the floor of the Unit, , cleaning and maintaining such surface, all at the cost and expense of the owner of such Unit; it being understood and agreed that the Association acting by its Executive Board on behalf of all Unit owners, shall, at all times while this Declaration is in effect, retain the right and duty to maintain, repair and/or replace such concrete slab of which said surfaces are a part, notwithstanding the fact that such maintenance, cleaning, repair or replacement may temporarily adversely affect the Unit owner's aforesaid easement and right to use the said Unit-side surface of such concrete slab.
- (k) Wherever in this Declaration and the Plat a boundary line of a Unit is described as being the Unit-side surface of a designated portion of the Property, it is intended thereby, and it is hereby declared, that the owner of such Unit shall have an easement for the purpose of decorating such surfaces and affixing thereto and removing therefrom paint, wall systems and, and (with respect to all such portions of the Property) cleaning and maintaining such surfaces, all at the cost and expense of the owner of such Unit; except in the event of maintenance, repair or replacement occasioned by a loss insured against by the policy or policies of insurance maintained by the Association pursuant to Article 9 hereof. It is

understood and agreed that the Association, acting by its Executive Board on behalf of all Unit owners, shall, at all times while this Declaration is in effect, retain the right and duty to maintain, repair and/or replace the portions of the Property of which said surfaces are a part, notwithstanding the fact that such maintenance, cleaning, repair or replacement may temporarily adversely affect the unit owner's aforesaid easement and right to use the Unit-side surface of such portion of the Property.

- (l) If construction, reconstruction, repair, shifting, settlement or other movement of any portion of the Condominium results either in the Common Elements encroaching on any Unit, or in any Unit encroaching on the Common Elements or on any other Unit, a valid easement shall exist during the period of the encroachment for the encroachment and for the maintenance thereof.
- (m) All easements, rights and restrictions described and mentioned in this Declaration are easements appurtenant, running with the land and the Property, including by way of illustration but not limitation the Units and the Common Elements, and (except as expressly may be otherwise provided herein or in the instrument creating the same) shall continue in full force and effect until the termination of this Declaration.

6.2 Reservation of Easement Rights. Until the construction, marketing and sale of all Units is completed, including any future Units which may be created under Section 15.2 of this Declaration, the Declarant reserves the right to grant to any third party any license or easement in, on, over or through the Property, in addition to and not in limitation of those set forth above, which license or easement is determined by the Declarant, in its reasonable judgment, to be necessary for the development or improvement of the Property. Any such license or easement granted hereunder may be recorded by the Declarant at its sole cost and expense. The Association, at the request of the Declarant, shall execute and deliver in recordable form any instrument or document necessary or appropriate to confirm the grant of such license or easement.

Article 7 RESTRICTIONS ON USE, SALE AND LEASE OF UNITS

7.1 Use. The following restrictions shall apply to the use of the Condominium:

- (a) The Units are restricted to use as a storage facility. The Units may not be used for any other purposes by the Unit owner or any future Unit owner. No present or future owner of any Unit shall permit their Unit to be used or occupied for any purpose other than as a storage facility. Specifically prohibited hereby is any use by a present or future owner of any Unit as a residence, or for the operation or storage location for a commercial business or enterprise of any type.
- (b) No Unit owner may obstruct the Common Elements in any way. No Unit owner may store anything in or on the Common Elements without the prior written consent of the Executive Board.

- (c) No Unit owner may carry on any practice, or permit any practice to be carried on, which unreasonably interferes with the quiet enjoyment of the occupants of any other Unit. The Property is to be maintained in a clean and sanitary condition, and no Unit owner may place any garbage, trash or rubbish anywhere in the Property other than in their own Unit and in or on such parts of the Common Elements as may be designated for such purpose by the Executive Board.
- (d) No Unit shall be used, occupied or kept in a manner which in any way increases the fire insurance premiums for the property without the prior written permission of the Executive Board.
- (e) Except for a single small non-illuminated name sign or sign indicating the Unit address on the door to their Unit, no owner of any Unit (other than the Declarant in connection with its marketing and sale of the Units) may erect any sign on or in their Unit or any Limited Common Element which is visible from outside their Unit or from the Common Elements, without in each instance having obtained the prior written permission of the Executive Board. This provision is not intended to prevent the Executive Board from maintaining on the Common Elements a register of Unit occupants, or owners, or both.
- (f) Unless the prior written consent of the Executive Board is given, no domestic animal life (including by way of illustration and not limitation dogs, cats, hamsters, birds, reptiles, amphibians and fish) or livestock (including by way of illustration and not limitation, cattle, horses, sheep, pigs and chickens) may be kept by a Unit owner in their Unit.
- (g) The Executive Board may from time to time promulgate reasonable Rules and Regulations, not in conflict with the provisions of this Declaration, concerning the use and enjoyment of the Property. Copies of the then current Rules and Regulations and any amendments thereto shall be furnished to all Unit owners by the Association promptly after the adoption of such Rules and Regulations and any amendments thereto. Such Rules and Regulations may not alter or amend any provision of this Declaration.
- (h) The owner of a Unit shall be responsible for maintaining such Unit in good order and repair, at the expense of such owner.
- (i) The owner of a Unit shall be responsible for the cleanliness of any Limited Common Element serving such Unit, at the expense of such Unit owner.
- (j) The owner of a Unit shall not alter in any way any portion of their Unit which is part of the exterior facade of the Building in which it is located, including by way of example but not by way of limitation exterior doors, without the prior written consent of the Executive Board.
- (k) No Unit may be subdivided in any manner whatsoever, and no Unit may be leased to multiple parties, it being the clear intent of the Declarations that there shall be eight (8) Units and 8 Unit Owners only.

7.2. Sale and Lease of Units.

- (a) A Unit Owner, including but not limited to the Declarant, may sell or lease their Unit at any time and from time to time provided that:
1. All tenancies must be in writing and shall be for a term of not less than 30 days and
 2. Each approved tenant and lease shall be subject to and be bound by all of the covenants, restrictions and conditions set forth in the Condominium Documents.
- (b) This Section 7.2 shall not be deemed or construed to impair a Mortgagee's right to foreclose, accept a deed in lieu of foreclosure or sell or lease a Unit so acquired by the Mortgagee.

Article 8 RIGHTS OF MORTGAGEES, INSURERS AND GUARANTORS

8.1 Subject to Declaration. Whether or not it expressly so states, any mortgage which constitutes a lien against a Unit and an obligation secured thereby shall provide generally that the mortgage and the rights and obligations of the parties thereto shall be subject to the terms and conditions of the Act, the Declaration, the Plat and any Rules and Regulations.

8.2 Rights of Eligible Mortgage Holders.

- (a) Any Unit Owner who mortgages his Unit shall notify the Association of such mortgage, and provide and keep current the name and address of his mortgagee. Each mortgagee shall be permitted to notify the Association in writing of the fact that such mortgagee holds a deed of trust or mortgage on a Unit, and must do so to be provided with the benefits herein, at which time it becomes an "Eligible Mortgage Holder." The Board shall maintain such information in a book entitled "Mortgagees of Units." Failure of a mortgagee to notify the Association in writing of its deed of trust or mortgage on a Unit releases the Association from any obligations to that mortgagee holder under the Declaration.
- (b) The Association shall send reasonable prior written notice by prepaid United States mail to Eligible Mortgage Holders of the consideration by the Association of the following proposed actions:
1. The termination of the Condominium pursuant to Section 448.2-118 of the Act;
 2. A change in the allocated interest of a Unit, a change in the boundaries of a Unit or a subdivision of a Unit;
 3. The merger or consolidation of the Condominium with another condominium;

4. The conveyance or subjection to a security interest of any portion of the Common Elements;

5. The proposed use of any proceeds of hazard insurance required to be maintained by the Association under Section 448.3-113.1 of the Act for purposes other than the repair or restoration of the damaged property;

6. Any default in the performance or payment by a Unit Owner of any obligations under the Declaration, including, without limitation, default in the payment of Common Expense liabilities, that are not cured within ten (10) days after notice thereof to the Unit Owner.

(c) In the event of any proposed actions described in Section 8.2, subsection (a), paragraph (1), (2), (3), (4), or (5) hereinabove, an Eligible Mortgage Holder shall have the right, but not the obligation, within a period of five (5) business days after notice is delivered to it, to act in place of the Unit Owner and to cast the votes allocated to that Unit or give or withhold any consent required of the Unit Owner for such action by delivering written notice to the Association with a copy to the Unit Owner prior to or at the time of the taking of the proposed action, which notice shall be sent by prepaid United States mail, return receipt requested, or by delivery in hand. Failure of the Eligible Mortgage Holder to so exercise such rights within the noted period of time shall constitute a waiver thereof and shall not preclude the Unit owner from exercising such right. In the event of any default described in subsection (a), paragraph (7), the Eligible Mortgage Holder shall have the right, but not the obligation, to cure such default.

(d) In addition, an Eligible Mortgage Holder or its representative shall have the right to attend Association and Executive Board meetings for the purposes of discussing the matters described in subsection (a), paragraphs (1) through (6).

8.3 Rights of Mortgage Holders, Insurers or Guarantors.

(a) The Association shall send timely prior written notice of the following matters by prepaid United States mail to holders, insurers and guarantors of the mortgage on any Unit which are Eligible Mortgage Holders:

1. Any condemnation or casualty loss that affects either a material portion of the Condominium or the Unit securing the mortgage;

2. Any sixty (60)-day delinquency in the payment of Monthly Assessments or other charges owed by the Unit Owner of any Unit on which it holds the mortgage;

3. A lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association; and

4. Any proposed action that requires the consent of fifty-one percent (51%) of the Eligible Mortgage Holders.
- (b) To receive such notice, the mortgage holder, insurer or guarantor shall send a written request therefor to the Association, stating its name and address and the unit number or address of the unit on which it holds, insures or guarantees the mortgage, and agreeing to provide an address for such notice, and to keep it updated so the Association may rely on this as the notice address of record, and at which time it becomes.

8.4 Liability for Use and Charges. Any mortgagee who obtains title to a Unit pursuant to the remedies provided in a mortgage for foreclosure of such mortgage or a deed in lieu of foreclosure shall not be liable for such Unit Owner's unpaid assessments or charges which accrue prior to the acquisition of title to such Unit by the Mortgagee, except to the extent otherwise provided for in the Act and except to the extent that such Mortgagee is liable as a Unit Owner for the payment of such unpaid assessment or charge that is assessed against the Mortgagee as a result of all Unit Owners being reassessed for the aggregate amount of such deficiency, if such reassessment is imposed by the Association at its sole discretion.

8.5 Condemnation Rights. No provision of this Declaration shall give a Unit Owner, or any other party, priority over any rights of the Mortgagee of a Unit pursuant to its mortgage in the case of a distribution to such Unit Owner of insurance proceeds or condemnation award for loss to or a taking of one or more Units and/or Common Elements.

8.6 Books and Records. Any Mortgagee shall have the right, exercisable by written notice to the Executive Board, to examine the books and records of the Association and to require that it be provided with a copy of each annual report of the Association and other financial data of the Association reasonably requested by such Mortgagee.

Article 9 INSURANCE

9.1 Types and Amounts. The Association shall maintain as a Common Expense and to the extent reasonably available, the following types and amounts of insurance:

- (a) Property insurance insuring against all risks of direct physical loss normally covered by the standard extended coverage endorsement and commonly insured against, including those covered by the standard "all risk" endorsement, or such other fire and casualty insurance as the Executive Board may determine provides equal or greater protection for the Unit Owners and their Mortgagees, if any, in each case complying with the applicable requirements of Section 9.2 hereof. The insurance maintained by the Association shall cover the Property, including but not limited to, all Common Elements and Limited Common Elements, the Units and all improvements, fixtures and appliances contained within the Unit as of the date of settlement on the Unit by the Declarant or the value thereof, and building service equipment and common equipment, fixtures, personal property and supplies owned by the Association, but excluding any improvements or appliances subsequently added by a Unit owner and all other personal property of the Unit owner. The amount of any such hazard insurance obtained pursuant to this

paragraph (a) shall be equal to one hundred percent (100%) of the current replacement cost of the Condominium, including the individual Units, at the time the insurance is purchased and at each renewal date without deduction for depreciation, exclusive of land, foundations, excavation and other items normally excluded from coverage. Such hazard insurance policy may, at the option of the Association, contain a “deductible” provision in an amount not to exceed the lesser of \$10,000 or one percent (1%) of the policy face amount. The named insured under the policy shall be “Iron Horse Condo Association, for the use and benefit of the individual owners”, or a specified authorized representative of the Association, including but not limited to any Insurance Trustee, and the Association or its representative, as the case may be, shall be designated to represent the Unit owners in any proceedings, negotiations or settlements under such policy. The “loss payable” clause of such policy shall show the Association or the Insurance Trustee, if any, as a trustee for each Unit owner and each Mortgagee of a Unit. Such policy shall also contain the standard mortgage clause in accordance with Section 9.2(f) of this Declaration, naming each Mortgagee of a Unit, its successors and assigns. If the Executive Board fails within sixty (60) days after the date of an insured loss to initiate a claim for damages recoverable under the policy or policies obtained pursuant to this paragraph (a), any Mortgagee may initiate such a claim on behalf of the Association.

- (b) Comprehensive Liability Insurance, including medical payments insurance, complying with the requirements of Section 9.2 hereof, insuring the Unit owners, in their capacity as Unit owners and Association members and any managing agent retained by the Association, against any liability to the public or to other Unit owners, their tenants or invitees, relating in any way to the ownership and/or use of the Common Elements, public ways and any other areas under the supervision of the Association and any part thereof. Such insurance policy shall contain a “severability of interest endorsement” or equivalent coverage which precludes the insurer from denying the claim of a Unit owner because of the negligent acts of the Association or another Unit owner. Such insurance shall include coverage for bodily injury and property damage that results from the operation, maintenance or use of the Common Elements, any liability resulting from lawsuits related to employment contracts in which the Association is a party, water damage liability, liability for non-owned and hired automobiles, liability for property of others, and such other risks as are customarily covered in similar projects. The amount of such liability insurance shall be at least \$1,000,000.00 for bodily injury and property damage for any single occurrence. The scope and amount of coverage of all liability insurance policies shall be reviewed at least once each year by the Executive Board and may be changed in its discretion provided that such policies shall continue to comply with the requirements of this Section and Section 9.2 hereof.
- (c) Such worker’s compensation insurance as applicable laws may require.
- (d) Insurance to satisfy the indemnification obligation of the Association and all Unit owners set out in Section 10.2 hereof, if and to the extent available, including but not limited to insurance coverage commonly referred to as “Directors and Officers Insurance.”

- (e) If at any time it is determined that all or any part of the Property lies within a special flood hazard area, a master or blanket policy of flood insurance covering the Property, including but not limited to, all Common Elements and Limited Common Elements, the Units and all improvements, fixtures and appliances contained within the Unit as of the date of settlement on the Unit or the value thereof, and building service equipment and common equipment, fixtures, personal property and supplies owned by the Association, but excluding any improvements or appliances subsequently added by a Unit owner and all other personal property of the Unit owner. The amount of any such flood insurance obtained pursuant to this paragraph (e) shall be equal to the lesser of one hundred percent (100%) of the insurable value of the property insured or the maximum coverage available under the appropriate National Flood Insurance Administration program. Such flood insurance policy may, at the option of the Association, contain a “deductible” provision in an amount not to exceed the lesser of \$5,000 or one percent (1%) of the policy face amount. Funds to cover this amount shall be included in the Association reserve fund.

- (f) Blanket fidelity bonds naming the Association as obligee and covering any person who handles or is responsible for funds held or administered by the Association, regardless of whether such person receives compensation for such services. In the event that the Association employs a professional experienced managing agent in accordance with Article 13 of this Declaration, such management agent shall maintain a fidelity bond covering itself, naming the Association as an additional obligee and including the same provisions required by this Article 9 for fidelity bonds maintained by the Association. The fidelity bond maintained by the Association or the management agent, as the case may be, shall cover the maximum funds that will be in the custody of the Association or the management agent, as the case may be, at any time while such bond is in force; provided however, that such fidelity bond coverage must at least equal the sum of three months’ Common Expense Assessments for all Units in the Condominium, plus the Association’s reserve fund, if any. Such fidelity bonds may not be cancelled nor may coverage thereunder be substantially changed (whether or not requested by the Executive Board) except by the insurer giving at least ten (10) days prior written notice thereof to the Executive Board, the Insurance Trustee, if any, Unit owners, each Eligible Mortgage Holder on a Unit, and every other party in interest who shall have legitimately requested such notice of the insurer.

9.2 Required Provisions. Insurance obtained by the Association shall be in accordance with the following provisions:

- (a) All policies shall be written with a company authorized to do business in the State of Missouri and, for the hazard insurance policy described in Section 9.1(a) hereof, such company must hold a general policy holder’s rating of at least “A” by Best’s Insurance Reports, or by an equivalent rating bureau should Best’s Insurance Reports cease to be issued.

- (b) Exclusive authority to adjust losses under policies hereafter in force on the Property shall be vested in the Executive Board or its authorized representative.

- (c) Each Unit owner may obtain additional insurance at their own expense; provided, however, that: (1) such policies shall not be invalidated by the waivers of subrogation required to be contained in policies required by this Declaration; and (2) no Unit owner shall be entitled to exercise their right to maintain insurance coverage in such a way as to decrease the amount which the Association may realize under any insurance policy which the Association may have in force on the Property at any particular time.
- (d) Any Unit owner who obtains individual insurance policies covering any portion of the Property other than personal property belonging to such owner shall be required to file a copy of such individual policy or policies with the Association within thirty (30) days after purchase of such insurance.
- (e) With respect to the insurance policies described in subsection (a) and (b) of Section 9.1 issued to the Association and covering all or any part of the Property, the Association shall cause such policies to provide that:
1. Each Unit owner is an insured person under such policies with respect to liability arising out of their ownership of an undivided interest in the Common Elements or membership in the Association;
 2. The insurer waives its right to subrogation under the policy against any Unit owner or members of their household;
 3. No act or omission by any Unit owner, unless acting within the scope of their authority on behalf of the Association, will void such policies or be a condition to recovery under such policies or prejudice the coverage under such policies in any way;
 4. If at the time of a loss under such policies there is other insurance in the name of a Unit owner covering the same risk covered by the policy, the Association's policy provides primary insurance;
 5. The liability of the insurer shall not be affected by, and the insurer shall not claim, any right of set-off, counterclaim, apportionment, proration, or contribution by reason of any other insurance obtained by or for any Unit owner;
 6. The insurer shall be relieved from no liability for loss occurring while the hazard to the Property is increased, whether or not within the knowledge or control of the Executive Board, or because of any breach of warranty or condition or any other act or neglect by the Executive Board or any Unit owner or any other person under either of them;
 7. Such policies may not be cancelled nor may coverage thereunder be substantially changed (whether or not requested by the Executive Board) except by the insurer giving at least ten (10) days prior written notice thereof to the Executive Board, the Insurance Trustee, if any, Unit Owners, each Eligible Mortgage Holder on

the Mortgagees of Units listed every other party in interest who shall have requested such notice of the insurer;

8. The insurer will recognize any Insurance Trust Agreement entered into by the Association.

(f) With respect to the property insurance policy described in subsection (a) of Section 9.1, such policy shall contain a standard mortgagee clause which shall:

1. In the case of mortgages held, insured or guaranteed by the Federal National Mortgage Association, name as Mortgagee either that institution or the appropriate servicer of the mortgage, its successors and assigns;

2. Provide that any reference to a Mortgagee in such policy shall mean and include all holders of mortgages of any Unit in their respective order and preference, whether or not named therein;

3. Provide that such insurance as to the interest of any Mortgagee shall not be invalidated by any act or neglect of the Board of Directors or Unit owners or any persons under any of them;

4. Waive any provision invalidating such Mortgagee clauses by reason of the failure of any Mortgagee to notify the insurer of any hazardous use or vacancy, and requirement that the Mortgagee pay any premium thereon, and any contribution clause; and

5. Provide that without affecting any protection afforded by such mortgagee clause, any proceeds payable under such policy shall be payable in accordance with subsection (a) of Section 9.1.

(g) With respect to the property insurance policy described in subsection (a) of Section 9.1, such policy shall contain the following endorsements:

1. Agreed Amount and Inflation Guard Endorsement, when it can be obtained.

2. Construction Code Endorsements, if there is a construction code provision that requires changes to undamaged portions of the Buildings even when only part of the Condominium is destroyed by an insured hazard.

9.3 Repair of Damage or Destruction to Condominium. The repair or replacement of any damaged or destroyed portion of the Condominium shall be done in accordance with and governed by the provisions of Sections 448.3-113.5 and 113.8 of the Act.

9.4 Additional Insurance. Nothing in this Declaration shall be construed to limit the authority of the Executive Board to obtain additional insurance which it deems advisable.

Article 10
LIMITATION OF LIABILITY

10.1 Limited Liability of the Executive Board. The Executive Board and its members in their capacity as members, and officers:

- (a) Shall not be liable for the failure of any service to be obtained by the Executive Board and paid for by the Association, or for injury or damage to persons or property caused by the elements or by another Unit owner or person on the Property, or resulting from electricity, gas, water, rain, dust or sand which may leak or flow from the outside or from any part of the Buildings, or from any of its pipes, drains, conduits, appliances, or equipment, or from any other place unless in each such instance such injury or damage has been caused by the willful misconduct of the Association or the Executive Board;
- (b) Shall not be liable to the Unit owners as a result of the performance of the Executive Board members' duties for any mistakes of judgment, negligence or otherwise, except for the Executive Board members' own willful misconduct;
- (c) Shall have no personal liability in contract to a Unit owner or any other person or entity under any agreement, check, contract, deed, lease, mortgage, instrument or transactions entered into by them on behalf of the Executive Board or the Association in the performance of the Executive Board members' duties;
- (d) Shall not be liable to a Unit owner, or such Unit owner's tenants, , agents, customers or guests, for loss or damage caused by theft of or damage to personal property left by such Unit owner or their tenants, , agents, customers or guests in a Unit, or in or on the Common Elements or Limited Common Elements, except for the Executive Board members' own willful misconduct;
- (e) Shall have no personal liability in tort to a Unit owner or any other person or entity, direct or imputed, by virtue of acts performed by or for them, except for the Executive Board members' own willful misconduct in the performance of their duties; and
- (f) Shall have no personal liability arising out of the use, misuse or condition of the Buildings, or which might in any other way be assessed against or imputed to the Executive Board members as a result of or by virtue of their performance of their duties, except for the Executive Board members' own willful misconduct.

10.2 Indemnification. Each member of the Executive Board in their capacity as an Executive Board member, officer or both, shall be indemnified by the Association against all expenses and liabilities, including attorney's fees and costs, reasonably incurred by or imposed upon him in connection with any proceeding in which he may become involved by reason of their being or having been a member and/or officer of the Executive Board, or any settlement of any such

proceeding, whether or not he is an Executive Board member, officer or both at the time such expenses are incurred, except in such cases wherein such Executive Board member and/or officer is adjudged guilty of willful misconduct in the performance of their duties or any other standard imposed by the Act, provided that, in the event of a settlement, this indemnification shall apply only if and when the Executive Board (with the affected member abstaining if he is then an Executive Board member) approves such settlement and reimbursement as being in the best interest of the Association. The indemnification by the Unit owners set forth in this Section 10.2. shall be paid by the Association on behalf of the Unit owners and shall constitute a Common Expense and shall be assessed and collectible as such. Such right of indemnification shall not be deemed exclusive of any other rights to which such Executive Board member and/or officer may be entitled as a matter of law or agreement or by vote of the Unit owners or otherwise.

10.3 Joint and Several Liability of Unit Owners and Lessees. Each Unit Owner shall be jointly and severally liable with any tenants of the Unit owned by such Unit Owner for all liabilities arising out of their respective ownership, occupancy, use, misuse or condition of such Unit or any portion of the Common Elements or Limited Common Elements that are not otherwise insured by the Association.

10.4 Defense of Claims. Complaints brought against the Association, the Executive Board or the officers, or agents thereof in their respective capacities as such, or the Condominium as a whole, shall be directed to the Executive Board of the Association, which shall promptly give written notice thereof to the Unit Owners and the Eligible Mortgage Holders and such complaints shall be defended by the Association. The Unit owners and the holders of mortgages shall have no right to participate in the direction of defense of such claim other than through the Association.

10.5 Storage; Disclaimer of Bailee Liability. Neither the Executive Board, the Association nor any Unit Owner or the Declarant shall be considered a bailee of any personal property stored on the Common Elements (including property located in storage areas on the Common Elements, including the Limited Common Elements), whether or not exclusive possession of the particular area is given to a Unit Owner for storage purposes, and shall not be responsible for the security of such personal property or for any loss or damage thereto, whether or not due to negligence, except to the extent covered by insurance in excess of any applicable deductible.

Article 11

UNITS SUBJECT TO CONDOMINIUM DOCUMENTS; EMINENT DOMAIN

11.1 Applicability of Condominium Documents. Each present and future owner, tenant, occupant and Mortgagee of a Unit shall be subject to and shall comply with the provisions of the Act, and with the covenants, conditions and restrictions as set forth in the Condominium Documents and the deed to such Unit; provided that nothing contained herein shall impose upon any tenant or Mortgagee of a Unit any obligation which the Act or one or more of such documents, or both, make applicable only to Unit owners (including, without limitation, the obligation to pay assessments for Common Expenses). The acceptance of a deed or mortgage to any Unit, or the entering into of a lease or the entering into occupancy of any Unit shall constitute an agreement that the provisions of the Act and the covenants, conditions and restrictions set forth in the Condominium Documents and the deed to such Unit are accepted and ratified by such grantee, Mortgagee or tenant. All of such provisions shall be covenants running

with the land and shall bind any person having at any time any interest or estate in such Unit, as though such provisions were recited and stipulated at length in each and every deed, conveyance, mortgage or lease thereof. The Association and any aggrieved Unit Owner shall have a right of action against Unit Owners who fail to comply with the provisions of the Condominium Documents or with decisions made by the Association or the Executive Board. Aggrieved Unit owners shall have similar rights of action against the Association.

11.2 Eminent Domain. Whenever all or part of the Common Elements shall be taken, injured or destroyed by eminent domain, each Unit owner shall be entitled to notice thereof and to participate in the proceedings incident thereto, provided, however, that the Association shall officially represent the Unit owners in such proceedings. In any proceedings for the determination of damages, such damage shall be determined for such taking, injury or destruction as a whole and not for each Unit owner's interest therein and any award for such damage shall be payable to the Association for the benefit of the Unit owners and of the Mortgagees of the Units.

Article 12 EXECUTIVE BOARD OF THE ASSOCIATION

12.1 Members.

- (a) The initial Executive Board shall consist of three (3) members. The members of the initial Executive Board shall be appointed, removed and replaced from time to time by the Declarant without the necessity of obtaining resignations. The Declarant-appointed members of the Executive Board shall be replaced with Unit owners other than the Declarant in accordance with the provisions of paragraph (b) of this Section 12.1.
- (b) Not later than the earlier of (i) thirty (30) days after the conveyance of three (3) Units to Unit owners other than the Declarant or (ii) one (1) years following conveyance of the first Unit to a Unit owner other than the Declarant, the Unit Owners (including the Declarant, as a Unit Owner to the extent of any Units owned by the Declarant at that time) shall elect new members of the Executive Board in accordance with the Bylaws.
- (c) The Executive Board shall possess all of the duties and powers granted to the Executive Board by the Act.

12.2 Disputes. In the event of any dispute or disagreement between any Unit owners relating to the Property, or any questions of interpretation or application of the provisions of the Condominium Documents, the determination thereof by the Executive Board shall be final and binding on each and all such Unit owners. The Executive Board shall have the authority to seek a declaratory judgment or other appropriate judicial relief in order to assist it in carrying out its responsibilities under this Section 12.2. All costs of obtaining such a judgment shall be borne by the disputant or in the absence of disputants, by the Association as a Common Expense. .

12.3 Abating and Enjoining Violations by Unit Owners. In the event of a breach of any provision contained in the Bylaws, this Declaration or the Act by any Unit Owner or any of the

parties, invitees, guests or tenants of such Unit Owner, the Executive Board shall have the right, in addition to any other rights to which it may be entitled, to cause the Association to seek to enjoin, abate or remedy by appropriate legal proceedings, either by law or in equity, the continuance of any such breach and recover for any damages resulting therefrom. The party enjoined shall pay all the legal costs and expenses incurred by the Association to enforce the relevant agreement being breached.

Article 13 MANAGEMENT

The Association shall have the right to employ a professional experienced managing agent who shall oversee the daily operation of the Condominium in accordance with the provisions of the Act and the Condominium Documents; provided, however, that no agreement for such professional management of the Condominium may exceed a term of one (1) year but may be renewed upon consent of the Association. Such agreement shall be cancelable by either party without cause and without a termination fee upon not less than sixty (60) days nor more than ninety (90) days written notice and shall be cancelable by the Executive Board with cause upon not less than thirty (30) days written notice. Any agreement for professional management negotiated by the Declarant shall meet the requirements of this Article 13 for such agreements negotiated by the Association and shall not exceed one (1) year, but may be renewed upon consent of the Association.

Article 14 ASSESSMENTS; LIABILITY OF UNIT OWNERS

14.1 Power to Assess. The Association, acting through the Executive Board in accordance with the Bylaws, shall have the power to fix and determine, from time to time, the sums necessary and adequate to provide for the Common Expenses, including, but not limited to, such amounts as are necessary for the maintenance, repair and replacement of the Common Elements as set forth in Section 3.3(a) hereof, such amounts as are necessary for uncollectible assessments, budget deficits, such reserves as are hereinafter described and such additional reserves as the Executive Board shall deem necessary or prudent, and such other expenses as are specifically provided for in the Act, this Declaration or the Bylaws. The Association shall have the option to establish an adequate reserve fund for maintenance, repair and replacement of those Common Elements and Limited Common Elements for which the Association is responsible which are anticipated to require replacement, repair or maintenance on a periodic basis, and to cover any deductible amount for insurance policies maintained by the Association. The reserve fund shall be funded by monthly payments as a part of the Common Expenses.

14.2 Special Assessments. If the cash requirement estimated at the beginning of any fiscal year shall prove to be insufficient to cover the actual Common Expenses for such fiscal year for any reason (including by way of illustration and not limitation, any Unit owner's non-payment of their assessment or municipal assessments not yet assessed), the Executive Board shall have the power, at any time it deems necessary and proper, to levy one or more Special Assessments against each Unit owner. Special Assessments shall be due and payable in the manner and on the date set forth in the notice thereof.

14.3 Payment of Assessments. Each Unit owner, including the Declarant to the extent it is the owner of any unsold Units, shall pay all assessments levied by the Association on each Unit it owns. Liability for such assessments shall be determined in accordance with Section 5.3(a) of the Bylaws. Such assessments shall begin accruing at the time of the creation of the Condominium and they shall be due and payable on a monthly basis as designated by the Executive Board, provided, however, that the first Quarterly Assessments shall be due on the first day of the month following the closing of the first sale of a Unit to a purchaser other than the Declarant. Assessments that are unpaid for over fifteen (15) days after the due date shall bear interest at the rate of eighteen percent (18%) per annum from the due date until paid. In the sole discretion of the Executive Board, a late charge of \$25.00 per assessment not paid when due may be assessed against the delinquent Unit owner.

14.4 Failure to Fix New Assessments. If the Executive Board shall fail to fix new Monthly Assessments for Common Expenses for the subsequent fiscal year before the expiration of any fiscal year, the Unit owners shall continue to pay the same sums they were paying for such Monthly Assessments during the fiscal year just ended and such sum shall be deemed to be the new Monthly Assessments for the succeeding fiscal year. If the Executive Board shall change the Monthly Assessment at a later date, the difference between the new Monthly Assessment, if greater, and the previous year's Monthly Assessment up to the effective date of the new Monthly Assessment shall be treated as if it were a Special Assessment under Section 14.2. hereof; thereafter each Unit owner shall pay the new Monthly Assessment. In the event the new Monthly Assessment is less than the previous year's Monthly Assessment, in the sole discretion of the Executive Board, the excess either shall be refunded to the Unit owners, credited against future Monthly Assessments or retained by the Association for reserves.

14.5 No Exemption by Waiver. No Unit owner may exempt himself from liability for the Common Expenses by waiver of the enjoyment of the right to use any of the Common Elements or by the abandonment of their Unit or otherwise.

14.6 Personal Liability of Unit Owners. All sums assessed by the Association as a Monthly or Special Assessment shall constitute the personal liability of the owner of the Unit so assessed and also, until fully paid, shall constitute a lien against such Unit pursuant to Section 448.3-116 of the Act. The Association shall take action for failure to pay any assessment or other charges pursuant to Section 448.3-116 of the Act. The delinquent owner shall be obligated to pay (a) all expenses of the Executive Board, including reasonable attorney fees, incurred in the collection of the delinquent assessment by legal proceedings or otherwise, and (b) any amounts paid by the Executive Board for taxes or on account of superior liens or otherwise to protect its lien, which expenses and amounts, together with accrued interest, shall be deemed to constitute part of the delinquent assessment and shall be collectible as such.

14.7 Liability of Purchaser of Unit for Unpaid Assessments. Upon the voluntary sale, conveyance or any other voluntary transfer of a Unit or any interest therein, the grantee thereof shall not be personally liable with the grantor thereof for all unpaid assessments for Common Expenses which are a charge against the Unit as of the date of consummation of the sale, conveyance or transfer, unless such grantee agrees to assume the obligation therefor. A lien

against the Unit so purchased for assessments imposed pursuant to this Declaration or the Act shall not be affected by such sale, conveyance or other transfer, however.

14.8 Subordination of Certain Charges. Any Monthly Assessments or any fees, charges, late charges, fines and interest that may be levied by the Association pursuant to Section 448.3-102 of the Act shall be subordinate to any first mortgage lien except as provided by the Act.

14.9 Working Capital Fund. Declarant may elect to establish a working capital fund equal to a minimum of two (2) months estimated Common Expense Assessment for each Unit. Each Unit's share of the working capital fund shall be collected from the Unit purchaser upon the initial transfer of title from the Declarant to the purchaser and shall be transferred to the Association for deposit into the working capital fund that shall be maintained in a segregated account for the use and benefit of the Association. The amount paid by the Unit purchaser shall not be considered as advance payment of the normal Common Expense liability and no Unit owner shall be entitled to a refund of these monies by the Association upon the subsequent conveyance of their Unit or otherwise. Within sixty (60) days after the closing of the sale of the first Unit sold, Declarant shall pay each unsold Unit's share of the working capital fund to the Association. Declarant shall then reimburse itself for this payment from the funds collected at the closing when the unsold Units are sold.

14.10 Surplus. The Budget of the Association shall set forth General Common Expenses. Any amounts accumulated from assessments for Common Expenses in excess of the amount required for actual Common Expenses and reserves for future Common Expenses, unless otherwise directed by the Executive Board, in its sole discretion, shall be credited to each Unit owner, such credit to be applied to the next Monthly Assessments of Common Expenses due from said Unit owners under the current fiscal year's budget, and thereafter, until exhausted or retained by the Association for reserves.

Article 15

DEVELOPMENT RIGHTS AND SPECIAL DECLARANT RIGHTS

15.1 General Development Rights. In addition to the easement rights reserved in Article 6, the Declarant reserves to itself and for the benefit of its successors and assigns the right:

- (a) Until the marketing and sale of all Units is completed, to connect with and make use of utility lines, wires, pipes and conduits located on the Property for construction and sales purposes, provided that the Declarant shall be responsible for the cost of services so used;
- (b) Until the marketing and sale of all Units is completed, to use the Common Elements for ingress and egress, for the repair and construction of Units and Common Elements, and for the installation of signs and lighting for sales and promotional purposes;
- (c) Until the marketing and sale of all Units is completed, to complete all improvements shown on the Plat, to exercise the Development Rights set forth herein, to maintain

models and sales offices and to exercise the easements as set forth in Article 6 hereof, to make the Condominium part of a larger .

The real estate subject to these Development Rights and Special Declarant Rights is the Property.

15.2 Exercise of Rights. The exercise of the Development Rights and Special Declarant Rights reserved herein shall be in accordance with and governed by the provisions of the Act, including without limitation Section 448.2-110 of the Act.

15.3 Amendment. This Article 15 shall not be amended without the written consent of all Unit Owners and shall be duly recorded in the office of the Cass County Recorder of Deeds.

Article 16

ASSIGNABILITY OF DECLARANT'S RIGHTS

The Declarant may assign any or all of its rights or privileges reserved or established by this Declaration or the Act in accordance with the provisions of the Act.

Article 17

AMENDMENT OF DECLARATION

Pursuant to Section 448.2-117 of the Act and except as provided herein for amendments which may be executed by the Declarant, the Association or certain Unit owners, this Declaration may be amended only by vote or agreement of owners of Units to which at least one hundred percent (100%) of the votes in the Association are allocated. In addition, approval of amendments of a material nature must be obtained from Eligible Mortgage Holders representing at least 51% of the votes of Units that are subject to mortgages held by Eligible Mortgage Holders. A change to any of the following, except where such change may be effected by the Declarant, the Association or certain Unit Owners under the Act or this Declaration, would be considered as material:

- (a) voting rights;
- (b) assessments, assessment liens, or subordination of assessment liens;
- (c) reserves for maintenance, repair and replacement of Common Elements;
- (d) responsibility for maintenance and repairs;
- (e) reallocation of interests in the Common or Limited Common Elements, or rights to their use;
- (f) boundaries of any Unit;
- (g) convertibility of Units into Common Elements or Common Elements into Units;

- (h) expansion or contraction of the Condominium, or the addition, annexation or withdrawal of property to or from the Condominium;
- (i) insurance or fidelity bonds;
- (j) leasing of Units;
- (k) imposition of any restrictions on a Unit owner's right to sell or transfer their Unit;
- (l) a decision by the Association to establish self management when professional management had been required previously by an Eligible Mortgage Holder;
- (m) restoration or repair of the Condominium (after a hazard damage or partial condemnation) in a manner other than that specified in the Condominium Documents;
- (n) any action to terminate the legal status of the Condominium after substantial destruction or condemnation occurs; or
- (o) any provisions that expressly benefit holders, insurers or guarantors of mortgages on the Units.

If the amendment is not of such a material nature, such as the correction of a technical error or the clarification of a statement, the approval of an Eligible Mortgage Holder may be assumed when that Eligible Mortgage Holder has failed to submit a response to any written proposal for an amendment within thirty (30) days after the proposal is made.

Article 18 TERMINATION

The Condominium may be terminated only by agreement of the Unit owners of Units to which eighty percent (80%) of the votes in the Association are allocated; provided, however, that if the Condominium is being terminated for reasons other than substantial destruction or condemnation of the Condominium, the termination of the Condominium must also be approved by Eligible Mortgage Holders of Units to which at least sixty-seven percent (67%) of the votes of Units subject to mortgages held by Eligible Mortgage Holders are allocated. Termination of the Condominium will be governed by the provisions of Section 448.2-118 of the Act.

Article 19 GENERAL PROVISIONS

19.1 Headings. The headings used in this Declaration and the table of contents are inserted solely as a matter of convenience for the readers of this Declaration and shall not be relied upon or used in construing the effect or meaning of any of the provisions of this Declaration.

19.2 Severability. The provisions of this Declaration shall be deemed independent and severable, and the invalidity or unenforceability of any provision or portion thereof shall not

affect the validity or enforceability of any other provision or portion hereof unless such deletions shall destroy the uniform plan of development and operation of the condominium project which this Declaration is intended to create.

19.3 Applicable Law. This Declaration shall be governed and construed according to the laws of the State of Missouri.

19.4 Interpretation. The provisions of this Declaration shall be liberally construed in order to affect Declarant’s desire to create a uniform plan for development and operation of the Condominium.

19.5 Effective Date. This Declaration shall become effective when it and the Plat have been recorded.

19.6 Notices. All notices and other communications required or permitted to be given under or in connection with this Declaration shall be in writing and shall be deemed given when delivered in person or on the second business day after the day on which mailed by certified mail, return receipt requested, addressed to the address maintained in the register of current addresses established by the Association.

19.7 Exhibits. All exhibits attached to this Declaration are hereby made a part of this Declaration.

9.8 Pronouns. Wherever used, the singular number shall include the plural, the plural the singular and the use of any gender shall include all genders.

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

WITNESS

AFFINITY PROPERTIES, INC.

By: _____
Allen Hermann
Title: President

STATE OF MISSOURI)
)
COUNTY OF _____)

ss.

On this ____ day of _____, 2016, before me, a Notary Public in and for said state, personally appeared Allen Hermann of Affinity Properties, Inc., known to me to be the person who executed the within Declaration of Condominium for Iron Horse Condo Association in behalf of said corporation and acknowledged to me that he executed the same for the purposes therein stated.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Notary Public

BYLAWS
OF
IRON HORSE CONDO ASSOCIATION,
A CONDOMINIUM

BILL NO. 2016-23
ORDINANCE NO. _____

AN ORDINANCE OF THE BOARD OF ALDERMEN OF THE CITY OF PECULIAR, MISSOURI APPROVING THE FINAL PLAT OF IRON HORSE CONDO ASSOCIATION, BEING A REPLAT OF FOREST SCOTT INDUSTRIAL PARK LOT 5, PECULIAR, MISSOURI, SUBMITTED BY AFFINITY PROPERTIES, INC.

WHEREAS, Affinity Properties, Inc. has requested approval for the RePlat of Forest Scott Industrial Park, Lot 5 to Iron Horse Condo Association and the Owner has met the requirements for this RePlat; and

WHEREAS, the Planning Commission held a Public Hearing on November 10th, 2016, for this RePlat request and subsequent to that hearing has recommended approval of the RePlat request to the Board of Aldermen; and

WHEREAS, the Board of Aldermen held a Public Hearing on December 5th, 2016 to receive public comment relative to the RePlat of Forest Scott Industrial Park, Lot 5 to Iron Horse Condo Association, and no formal protests were received or heard.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF PECULIAR, MISSOURI AS FOLLOWS:

Section 1. The RePlat of Forest Scott Industrial Park, Lot 5 to Iron Horse Condo Association, in the City of Peculiar submitted by Affinity Properties, Inc. is hereby approved.

Section 2. The amendment of the City of Peculiar’s Future Land Use Plan (of the City’s Comprehensive Plan) to reflect this change is hereby approved.

Effective Date. The effective date of this Ordinance shall be the _____ day of December, 2016.

First Reading: _____

Second Reading: _____

BE IT REMEMBERED THE PRECEDING ORDINANCE WAS ADOPTED ON ITS SECOND READING THIS ____ DAY OF _____, 2016, BY THE FOLLOWING VOTE:

Alderman Hammack _____
Alderman Ford _____
Alderman Dunsworth _____

Alderman Ray _____
Alderman Roberts _____
Alderman Harlan _____

APPROVED:

ATTEST:

Holly Stark, Mayor

Nick Jacobs, Acting City Clerk

**IRON HORSE CONDO ASSOCIATION
BYLAWS**

City of Peculiar, Cass County, Missouri

These Bylaws have been adopted this ____ day of _____, 2016, by the persons constituting the all of the members of the first Executive Board of Iron Horse Condo Association (the "Association").

Article 1
INTRODUCTORY PROVISIONS

1.1 Applicability. These Bylaws ("Bylaws") shall relate solely to the property called Iron Horse Condo Association, A Condominium, located at Peculiar, Missouri, (the "Property"), more fully described in the Declaration of Condominium of Iron Horse Condo Association, a Condominium dated the ____ day of _____, 2016, and the Plat attached thereto (collectively, the "Declaration"), recorded in the office of the Recorder of Deeds for Cass County, Missouri, as Document No. _____, Book _____, Page _____, as the same may be amended from time to time.

1.2 Definitions. The capitalized terms used herein without definition shall have the same definitions as such terms have in the Declaration and the Missouri Uniform Condominium Act, Missouri Revised Statutes, Section 448.1-101 et seq. (the "Act"). Unless otherwise provided in the Act, in the event of inconsistencies in definitions between the Act and the Declaration, the Declaration shall control.

1.3 Compliance. Pursuant to the provisions of the Act, every Unit Owner and all persons entitled to occupy a Unit shall comply with these Bylaws.

1.4 Office. The office of the Condominium and the Association and the Executive Board shall be located at the Property or at such other place as may be designated from time to time by the Executive Board.

1.5 Incorporation of Statutory Law. Except as expressly provided herein, in the Declaration, or in the Act, the Association shall be governed by the provisions of any applicable statute of the State of Missouri.

Article 2
THE ASSOCIATION

2.1 Membership. The Association is a Missouri corporation, all the members of which are the Unit Owners of the Property. The Declarant, being the initial owner of all Units, initially shall constitute all of the members of the Association. A person shall automatically become a member of the Association at the time he acquires legal title to their Unit, and he shall continue to be a member so long as he continues to hold title to such Unit. A Unit owner shall not be permitted to resign from membership in the Association prior to his/her transfer of his/her Unit to another. No

membership may be transferred in any way except as appurtenant to the transfer of title to the Unit to which that membership pertains. Transfer of membership shall be automatic upon transfer of title, but the Association may treat the prior Unit owner as the member for all purposes until satisfactory evidence of the recording of the instrument transferring title shall be presented to the Executive Board. The date of recordation of an instrument of conveyance in the office of the Cass County Recorder of Deeds shall be determinative of all disputes concerning the date of transfer of title to any Unit or Units. A mortgage conveyance of any Unit, however, shall not operate to transfer membership until the mortgage is foreclosed or the Unit sold in lieu of foreclosure.

2.2 Meetings. Meetings of the Association shall be conducted in accordance with the following:

(a) ANNUAL MEETINGS.

1. Unit owners shall hold Annual Meetings for the purposes stated in Section 2.2(a)(2) hereof (the "Annual Meeting"). The Annual Meeting of Unit owners shall be held in December of each year at a date and time to be designated by the Executive Board.

2. The purpose of the Annual Meeting of the Association shall be to elect the members of the Executive Board unless such action is being taken pursuant to the provisions of Section 2.2(b) hereof or Section 3.5 hereof, and to conduct such other business as may be required or permitted by law, the Declaration or these Bylaws to be done by a vote of Unit owners. The Treasurer of the Executive Board shall present at each Annual Meeting a financial report (prepared and reviewed by an independent certified public accountant) of the receipts and Common Expenses for the Association's immediately preceding fiscal year, itemized receipts and expenditures, the allocation thereof to each Unit owner, and any changes expected for the present fiscal year. A copy of such financial report shall be sent to each Unit owner not less than five days prior to the Annual Meeting.

(b) SPECIAL MEETINGS.

1. The President shall call a special meeting of the Association if so directed by resolution of the Executive Board or upon petition signed and presented to the Secretary by Unit owners entitled to cast at least twenty-five percent of the votes in the Association. The notice of any special meeting shall state the time, the place and purpose thereof. Such meetings shall be held within forty-five days after receipt by the President of said resolution or petition; provided, however, if the purpose includes the consideration of the rejection of a capital expenditure pursuant to Section 5.7 hereof, such meeting shall be held within fifteen days after receipt by the President of said resolution or petition. No business shall be transacted at a special meeting except as stated in the notice.

2. Within sixty days after the date by which all members of the Executive Board must resign pursuant to Section 12.1(b) of the Declaration, a special meeting of the Association shall be held at which all of the members of the Executive Board shall resign, and the Unit owners, including the Declarant if the Declarant owns one or more Units, shall thereupon elect successor members of the Executive Board to act in the place of those resigning. The two successor members receiving the two highest numbers of votes shall serve until the Second Annual Meeting of the Association following the date of such election and the remaining three successor members shall serve until the first Annual Meeting of the Association following the date of such election, thereafter each member of the Executive Board shall be elected for a term of two years.

- (c) **NOTICE** Notices to Unit owners of meetings of the Association or meetings of the Executive Board which Unit owners who are not Executive Board members are entitled or invited to attend pursuant to Section 3.3(e) hereof may be delivered by hand, by prepaid mail to the mailing address designated in writing by the Unit owner to the Executive Board or by electronic mail. If a notice sent to Unit owners pursuant to the foregoing sentence includes an item on the proposed agenda which would require the approval of Eligible Mortgage Holders pursuant to Section 8.2 of the Declaration, a copy of such notice will also be sent to the Eligible Mortgage Holders. All such notices shall be delivered to all Unit owners (and Eligible Mortgage Holders, if applicable) not less than ten nor more than sixty days in advance of the date of the meeting to which the notice relates and shall state the date, time and place of the meeting and the items on the agenda, including the general nature of any proposed amendment to the Declaration or Bylaws. The Secretary of the Executive Board shall cause all such notices to be delivered as aforesaid. Notice sent by mail shall be deemed to have been delivered on the second day after the date of mailing. No subject may be dealt with at any Annual Meeting or special meeting of the Association, unless the notice for such meeting stated that such subject would be discussed at such meeting.
- (d) **QUORUM.** Except as set forth below, the presence in person or by proxy of at least fifty percent of the Unit owners at the commencement of a meeting shall constitute a quorum at that meeting of the Association. If a quorum is not present, Unit owners entitled to cast a majority of the votes represented at such meeting may adjourn the meeting to a time not less than forty-eight hours after the time for which the original meeting was called. If a meeting is adjourned, the quorum at such second meeting shall be deemed present throughout any meeting of the Association if at least fifty percent of the Unit Owners are present in person or by proxy at the beginning of the meeting.
- (e) **VOTING.** Each Unit owner shall be entitled to one vote for each Unit owned by him. When the ownership of a Unit is in more than one person, the person who shall be entitled to cast the vote of such Unit shall be the person owning such Unit who is present. If more than one person owning such Unit is present, then such vote shall be cast only in accordance with the majority in interest of the owners pursuant to Section 448.3-110 of the Act. There shall be deemed to be majority agreement if any one of the multiple owners casts the votes allocated to that Unit without protest being made promptly to the

person presiding over the meeting by any of the other owners of the Unit. Subject to the requirements of the Act, wherever the approval or disapproval of a Unit owner is required by the Act, the Declaration or these Bylaws, such approval or disapproval shall be made only by the person who would be entitled to cast the vote of such Unit at any meeting of the Association. Except with respect to the election of members of the Executive Board and except where a greater number is required by the Act, the Declaration or these Bylaws, the approval of the owners of units to which more than fifty percent of the aggregate votes in the Condominium are allocated voting in person or by proxy at one time at a duly convened meeting at which a quorum is present is required to adopt decisions at any meeting of the Association. In all elections for Executive Board members, each Unit owner shall be entitled to cast for each vacancy to be filled at such election the number of votes allocated to the Unit or Units owned by such Unit owner. Those candidates for election receiving the greatest number of votes cast in such elections shall be elected and, if the Executive Board members are being elected to unequal terms pursuant to Section 2.2(b)(2) hereof, the candidates receiving the highest number of votes shall be elected to the longest terms, as provided in that Section. Except as set forth in Section 2.2(b) above, if the Declarant owns or holds title to one or more Units, the Declarant shall have the right at any meeting of the Association to cast the votes to which such Unit or Units are entitled. No votes allocated to a Unit owned by the Association may be cast. There shall be no cumulative or class voting or splitting of votes.

- (f) **PROXIES.** A vote may be cast in person or by proxy. If a Unit is owned by more than one person, each owner of the Unit may vote through a duly executed proxy. Such proxy may be granted by any Unit owner only in favor of another Unit owner, the holder of a mortgage on a Unit or the Declarant. Proxies shall be duly executed in writing, shall be valid only for the particular meeting designated therein and must be filed with the Secretary before the appointed time of the meeting. Such proxy shall be deemed revoked only by actual receipt by the person presiding over the meeting of written notice of revocation from the grantor of the proxy. No proxy shall be valid for a period in excess of one year after the execution thereof. A proxy is void if it is not dated or purports to be revocable without notice.
- (g) **ACTIONS OF THE ASSOCIATION WITHOUT A MEETING.** Any action required or permitted to be taken by a vote of the Association may be taken without a meeting if all Unit Owners shall individually or collectively consent in writing to such action. Any such written consent shall be filed with the proceedings of the Association.
- (h) **CONDUCT OF MEETINGS.** The President (or in their absence, the Secretary) shall preside over all meetings of the Association, and the Secretary shall keep the minutes of the meeting and record in a Minute Book all resolutions adopted at the meeting as well as keep a record of all transactions occurring at the meeting. The President may appoint a person to serve as parliamentarian at any meeting of the Association. The then current edition of Robert's Rules of Order shall govern the conduct of all meetings of the Association when not in conflict with the Declaration or these Bylaws. All votes shall be tallied by tellers appointed by the President.

2.3 Copies of Condominium Documents. The Association shall have current copies of the Declaration, these Bylaws, the Rules and Regulations and any other rules concerning the Property as well as its own books, records and financial statements available for inspection by Unit owners or by holders, insurers and guarantors of first Mortgages secured by Units. These documents shall be available during normal business hours.

Article 3
EXECUTIVE BOARD

3.1 Composition. The affairs of the Association shall be governed by the Executive Board. The Executive Board shall consist of three (3) natural individuals, all of whom shall be Unit owners or designees of the Declarant.

3.2 Election and Term of Office.

- (a) At the Annual Meeting of the Association, subject to Section 12.1 of the Declaration, the election of members of the Executive Board shall be held. The term of office of any Executive Board member to be elected (except as set forth in Section 2.2(b)(2), and Section 3.5 hereof) shall be fixed at two years. The members of the Executive Board shall hold office until the earlier to occur of the election of their respective successors or their death, adjudication of incompetency, removal or resignation. An Executive Board member may serve an unlimited number of terms and may succeed himself.
- (b) Persons qualified to be members of the Executive Board may be nominated for election only as follows:
 - 1. Any Unit owner may submit to the Secretary at least thirty days before the meeting at which the election is to be held a nominating petition signed by Unit owners owning at least twenty percent of the Units in the aggregate, together with the statement that the person nominated is willing to serve on the Executive Board and a biographical sketch of the nominee. The Secretary shall mail or hand deliver copies of the submitted items to every Unit Owner together with the notice of such meeting; and
 - 2. Nominations may be submitted from the floor at a meeting at which the election is held for each vacancy on the Executive Board for which no more than one person has been nominated by petition.

3.3 Meetings. Meetings of the Executive Board shall be conducted in accordance with the following:

- (a) **TIME AND LOCATION.** The Executive Board shall hold an annual meeting within ten days following the Annual Meeting of the Association for the purpose of electing officers, as more fully set forth in Article 4 hereof, and for any other purpose which may be required or permitted by law, the Declaration or these Bylaws to be done by a vote of

the Executive Board. The Executive Board shall hold meetings at the call of the President or upon request to the President by at least a majority of the members of the Executive Board; provided however that:

1. In any event, the Executive Board shall meet at least three times each fiscal year (in addition to the annual meeting of the Executive Board), unless all members of the Executive Board shall waive such requirements as to a particular meeting or meetings;
2. The first such Executive Board meeting shall be held promptly after the date on which the Declaration is recorded;
3. There shall be a meeting of the Executive Board on or before the first day of the eleventh month of each fiscal year for the purpose of adopting the budget of the Association for the next following fiscal year of the Association; and
4. The President shall call any Executive Board meeting requested by a majority of the members of the Executive Board for a date occurring not less than five nor more than twenty days after receipt of such request.

The President shall designate the time and location of Executive Board meetings. No business shall be transacted at Executive Board meetings other than as specified in the notice thereof.

- (b) NOTICE. Not less than forty-eight hours prior to the time of any Executive Board meeting, a written notice stating the date, time and place of such meeting shall be delivered, either by hand, mail or electronic mail, to each Executive Board member at the address given to the Executive Board by such Executive Board member for such purpose. Any Executive Board member may waive notice of a meeting or consent to any action of the Executive Board without a meeting. An Executive Board member's attendance at a meeting shall constitute their waiver of notice of such meeting.
- (c) QUORUM. At all meetings of the Executive Board a majority of the members shall constitute a quorum for the transactions of business, and the votes of a majority of the members present at a meeting at which a quorum is present shall constitute a decision of the Executive Board. If at any meeting of the Executive Board there shall be less than a quorum present, a majority of those present may adjourn the meeting from time to time. At any such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice. One or more members of the Executive Board may participate in and be counted for quorum purposes at any meetings by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other.
- (d) VOTING. Each Executive Board member shall be entitled to cast one vote. A vote of the majority of the members of the Executive Board present at any meeting at which a

quorum is present shall bind the Executive Board for all purposes unless otherwise provided in the Declaration or these Bylaws.

- (e) **ORGANIZATION.** Executive Board meetings may be held under such reasonable rules consistent with these Bylaws as the Executive Board may determine. The Executive Board is hereby entitled to promulgate such rules. Except for the meeting to approve the budget of the Association referred to in this Section 3.3(e), Unit owners who are not Executive Board members shall have no right to attend Executive Board meetings but the Executive Board may, in its sole discretion, elect to allow such Unit owners to attend a particular meeting or meetings. If the Executive Board does elect to allow Unit owners who are not Executive Board members to attend a particular meeting or meetings, the Secretary shall give prior notice in the manner provided in Section 2.2(c) hereof, to all Unit owners of each meeting at which Unit owners are entitled or invited to be present; provided, however, that the failure to give such notice shall neither invalidate any actions taken by the Executive Board at such meeting nor impose any liability on the Executive Board or its officers and/or members for the failure to give such notice. All Unit owners shall have the right to attend and be heard, but not the right to vote, at the Executive Board meeting at which the fiscal year budget of the Association shall be presented to the Executive Board for adoption. The Secretary of the Executive Board shall give Unit owners notice of such meeting, accompanied by a copy of the proposed budget, in the manner provided in Section 2.2(c) hereof.
- (f) **CONDUCT OF MEETINGS.** The President shall preside over all meetings of the Executive Board and the Secretary shall keep a Minute Book of the Executive Board meetings, recording therein all resolutions adopted by the Executive Board and a record of all transactions and proceedings occurring at such meetings. The then current edition of Robert's Rules of Order shall govern the conduct of the meeting of the Executive Board if and to the extent such Rules are not in conflict with the Declaration or these Bylaws.
- (g) **ACTION WITHOUT A MEETING.** Any action by the Executive Board required or permitted to be taken at any meeting may be taken without a meeting if all of the members of the Executive Board shall individually or collectively consent in writing to such action. Any such written consent shall be filed with the minutes of the proceedings of the Executive Board.

3.4 Resignation and Removal. Except with respect to members designated by Declarant, at any regular or special meeting of the Association duly called, any one or more of the members of the Executive Board may be removed with or without cause by Unit owners entitled to cast a majority of all votes in the Association and a successor may then and there be elected to fill the vacancy thus created. Any Unit owner proposing removal of a Board member shall give notice thereof to the Secretary. Any member whose removal has been proposed by a Unit owner shall be given at least ten days' notice by the Secretary of the time, place and purpose of the meeting and shall be given an opportunity to be heard at the meeting. A member of the Executive Board may resign at any time and shall be deemed to have resigned upon transfer of title to their Unit. The Declarant shall have the right to remove and replace any and all members appointed by the

Declarant at any time and from time to time until the required resignation date specified in Section 12.1 of the Declaration.

3.5 Vacancies. Any vacancy or vacancies on the Executive Board, whether caused by resignation, removal, death, adjudication of incompetency, or an increase in size of the Executive Board, shall be filled by the Executive Board with an interim appointee who shall serve until the next Annual Meeting of the Association at which time such vacancy may be filled by the vote of the owners of Units to which more than fifty percent of the votes in the Association are allocated, provided, however, that the Declarant shall have the right to fill any vacancy created by the resignation, death, or adjudication of incompetency of a member who had been appointed by the Declarant and had not been elected by the Unit owners. If the vacancy results from removal by the Association, the election of a new member or members may be held at the same meeting where such removal takes place and notice of a petition for removal shall be considered notice of an election to fill each vacancy so caused. The vote of more than fifty percent of the Unit owners present at such meeting in person or by proxy shall cause the postponement of the election to a later date, but if such vacancy is not filled within sixty days after it occurs, the Executive Board shall promptly thereafter elect a replacement.

3.6 Compensation. No member of the Executive Board shall receive compensation for performing their duties as a member of the Executive Board unless such compensation is expressly authorized or approved by a vote of owners of Units to which more than fifty percent of the votes in the Association are allocated, at any Annual or special meeting of the Association.

3.7 Validity of Contracts with Interested Executive Board Members. No contract or other transactions between the Association and one or more of its Executive Board members or between the Association and any corporation, firm or association in which one or more of the Executive Board members are directors or officers, or are financially interested, shall be void or voidable because such Executive Board member or members are present at any meeting of the Executive Board which authorized or approved the contract or transactions or because their or their votes are counted, if the circumstances specified in either of the following subparagraphs exists:

- (a) The fact that an Executive Board member is also such a director or officer or has such financial interest is disclosed or known to the Executive Board and is noted in the minutes thereof, and the Executive Board authorizes, approves or ratifies the contract or transactions in good faith by a vote sufficient for the purpose without counting the vote or votes of such Executive Board Member or members; or
- (b) The contract or transactions is made in good faith and is not unconscionable to the Association at the time it is authorized, approved or ratified.

3.8 Inclusion of Interested Executive Board Members in a Quorum. Any Executive Board member holding such director or officer position or having such financial interest in another corporation, firm or association may be counted in determining the presence of a quorum at a meeting of the Executive Board or a committee thereof which authorizes, approves or ratifies a contract or transactions of the type described in Section 3.7 hereof.

3.9 Powers of the Executive Board.

- (a) **ENUMERATION.** The Executive Board shall have all of the powers and duties granted by the Act and the laws governing nonprofit corporations or both.
- (b) **LIMITATION.** Nothing in this Section or elsewhere in these Bylaws shall be considered to grant to the Executive Board or to the officers of the Association any powers or duties which, by law, are possessed by Unit owners. Unless otherwise provided herein or in the Act or in the Declaration, the Executive Board shall comply with the instructions of owners of Units to which more than fifty percent of the votes in the Association are allocated present in person or by proxy, as expressed in the resolution duly adopted at any Annual or special meeting of the Unit owners.
- (c) **DELEGATION OF POWERS; MANAGING AGENT.** The Executive Board may employ for the Condominium a managing agent at a compensation established by the Executive Board. The managing agent shall perform such duties and services as the Executive Board shall authorize, including, but not limited to, all of the duties listed in the Declaration and these Bylaws; provided, however, where a managing agent does not have the power to act under the Declaration or these Bylaws, the managing agent may act as an advisor or in an advisory capacity to the Executive Board. The Executive Board may delegate to the managing agent all of the powers granted to the Executive Board by the Act, the Declaration and these Bylaws other than the following powers: (i) to adopt an annual budget and any amendment thereto or to assess Common Expenses; (ii) to adopt, repeal or amend rules and regulations; (iii) to designate signatories on Association bank accounts; (iv) to borrow money on behalf of the Association; (v) to acquire mortgages on Units; and (vi) to assign Common Elements as Limited Common Elements. Any contract with the managing agent must provide that it shall be cancelable by either party without cause and without a termination fee upon not less than sixty days nor more than ninety days written notice and shall be cancelable by the Executive Board with cause upon not less than thirty days written notice. Any such contract negotiated by the Declarant shall meet all requirements of this Section 3.9(c) for contracts negotiated by the Association and shall not exceed one year but may be renewed upon consent of the Association.

Article 4 OFFICERS

4.1 Election. At the first meeting of the Executive Board, and at every Annual Meeting of the Executive Board thereafter, the Executive Board members, if a quorum is present, shall elect Executive Board officers of the Association for the following year, such officers to serve for a two year term and until their respective successors are elected. The officers to be elected are: President, Secretary, Treasurer and such other officers as the Executive Board shall determine. Each officer may serve an unlimited number of terms so long as such member or officer continues to be reelected to the Executive Board. Any member may hold two offices simultaneously, except that the President shall not hold any other office.

4.2 Duties. The duties of the officers shall be as follows:

- (a) **PRESIDENT.** The President shall be the chief executive officer of the Association and the chairperson of the Executive Board. The President shall be responsible for implementing the decisions of the Executive Board and in that capacity shall direct, supervise, coordinate and have general control over the affairs of the Association and the Executive Board, subject to the limitations of the laws of the State of Missouri, the Condominium Documents and the actions of the Executive Board. The President shall have the power to sign checks and other documents on behalf of the Association and the Executive Board, or both, with or without the signatures of any other officers as may be determined by the Executive Board. The President shall preside at all meetings of either body at which he is in attendance and shall be a member of all committees. If the President is absent from such meetings the senior officer of the Association present at such meeting shall preside, and in the absence of any officer, the body holding the meeting shall elect a person to preside. If the Executive Board so provides, the President also shall have any or all of the powers and duties ordinarily attributable to the chief executive officer of a corporation domiciled in Missouri.
- (b) **SECRETARY.** Unless otherwise determined by the Executive Board, the Secretary shall keep or cause to be kept all records (or copies thereof if the original documents are not available to the Association) of the Association and the Executive Board and shall have the authority to affix the seal of the Association to any documents requiring such seal. The Secretary shall give or cause to be given all notices as required by law, the Declaration or these Bylaws, shall take and keep or cause to be taken and kept minutes of all meetings of the Association, the Executive Board and all committees, and shall take and keep or cause to be taken and kept at the Association's office a record of the names and addresses of all Unit owners as well as copies of the Declaration, the Plats and Plans, these Bylaws and the Rules and Regulations, all of which shall be available at the office of the Association for inspection by Unit owners or prospective Unit owners during normal business hours and for distribution to them at such reasonable charges (if any) as may be set from time to time by the Executive Board. The Secretary shall keep or cause to be kept the register of Eligible Mortgage Holders. The Secretary shall also perform all duties and have such other powers as are ordinarily attributable to the Secretary of a corporation domiciled in Missouri.
- (c) **TREASURER.** Unless otherwise determined by the Executive Board, the Treasurer shall have the charge and custody of, and be responsible for, all funds and securities of the Association, shall deposit or cause to be deposited all such funds in such depositories as the Executive Board may direct, shall keep or cause to be kept correct and complete accounts and records of all financial transactions of the Association and the Executive Board and shall submit or cause to be submitted to the Executive Board and the Association such reports thereof as the Act, the Declaration, the Executive Board, or these Bylaws may from time to time require. Such records shall include, without limitation, chronological listings of all receipts and expenditures on account of the Common Elements, Limited Common Elements, and each Unit, the amount of each assessment for Common Expenses and expenses assessable to individual Units, if any,

and the amount paid and the amounts due on such assessments. Such records shall specify and itemize the maintenance, repair and replacement expenses relating to the Common Elements and the Limited Common Elements and any other expenses incurred by the Association. The foregoing financial records shall be kept at the Association's office and shall be available there for inspection by Unit owners or prospective Unit owners during normal business hours. The Treasurer shall, upon request, provide any person who shall have entered into a written agreement to purchase a Unit with a written statement of the information required to be provided by the Association pursuant to Sections 448.3-116.8 and 448.4-109.2 of the Act. The Treasurer shall also perform such duties and have such powers as are ordinarily attributable to the Treasurer of a corporation domiciled in Missouri.

4.3 Compensation. The officers of the Executive Board shall serve without compensation for their services in such capacity unless such compensation is expressly authorized or approved by a vote of owners of Units to which more than fifty percent of the votes in the Association are allocated at any Annual or special meeting of the Association.

4.4 Resignation and Removal. Any officer may resign at any time by written notice to the Executive Board, such resignation to become effective at the next Executive Board meeting. Any officer who ceases to be a member of the Executive Board for any reason also shall be deemed to have resigned or been removed, *ipso facto*, from any Executive Board office he may have held. Any officer may be removed from their office at any time by a majority vote of the Executive Board whenever in the judgment of the Executive Board members the interests of the Association will be best served thereby, or by the vote of the Association with or without cause, in the same manner as set forth for the removal of Executive Board members in Section 3.4. hereof.

4.5 Vacancies. Vacancies caused by resignation or removal of officers or the creation of new offices may be filled by a majority vote of the Executive Board members, if the vacancy resulted from action of the Executive Board. If, however, the vacancy resulted from action by the Association, such vacancy shall be filled in the same manner as set forth in Section 3.5. hereof for filling Executive Board vacancies.

Article 5 COMMON EXPENSES; BUDGETS

5.1 Fiscal Year. The fiscal year of the Association shall be the calendar year unless otherwise determined by the Executive Board; provided, however, that the first fiscal year shall begin January 1, 2017 and end on December 31, 2017.

5.2 Preparation and Approval of Budget.

- (a) ADOPTION. On or before the first day of November of each year (or sixty days before the beginning of the fiscal year if the fiscal year is other than the calendar year), the Executive Board shall adopt an annual budget for the Association containing an estimate of the total amount considered necessary to pay the cost of maintenance, management,

operation, repair and replacement of the Common Elements and Limited Common Elements, in accordance with Section 3.3(a) of the Declaration, and those parts of the Units as to which it is the responsibility of the Executive Board to maintain, repair and replace; and the cost of wages, materials, insurance premiums, services, supplies and other expenses that may be declared to be Common Expenses by the Act, the Declaration, these Bylaws or a resolution of the Association and which will be required during the ensuing fiscal year for management and administration expenses; the cost of such insurance and utilities as may be furnished by the Association; the amount of such reserves as shall be reasonably established by the Executive Board including operating contingency reserves for expenses both unanticipated and extraordinary and reserves for periodic maintenance, repair and replacement of the Common Elements and Limited Common Elements; and such other expenses of the Association as may be approved by the Executive Board including operating deficiencies, if any, for prior periods.

- (b) **AVAILABLE FOR INSPECTION.** On or before the next succeeding fifth day of November (or fifty-five days before the beginning of the fiscal year if the fiscal year is other than the calendar year), the Executive Board shall make the budget available for inspection at the Association office and shall mail to each Unit owner a summary of the budget in a reasonably itemized form that sets forth the amount of the Common Expenses. Such budget shall constitute the basis for determining each Unit owner's assessments for Common Expenses of the Association.
- (c) **RATIFICATION OF BUDGET.** The Executive Board shall set a date for a meeting of the Unit owners to consider ratification of such budget not less than fourteen (14) days nor more than thirty (30) days after mailing of such summary. Unless at that meeting a majority of all the Unit owners reject such budget, such budget is ratified, whether or not a quorum is present. In the event such proposed budget is rejected, the budget last ratified by the Unit Owners shall be continued until such time as the Unit owners ratify a subsequent budget proposed by the Executive Board.
- (d) **REASONABLE EFFORTS.** The Executive Board shall make reasonable efforts to meet the deadlines set forth above, but compliance with such deadlines shall not be a condition precedent to the effectiveness of any budget.

5.3 Assessment and Payment of Common Expenses.

- (a) **COMMON EXPENSES.** The Executive Board shall calculate the Monthly Assessments for Common Expenses against each Unit by multiplying (i) the total amount of the estimated funds required for the operation of the Property set forth in the budget adopted by the Executive Board for the fiscal year in question by (ii) the percentage of Common Expense liability of each Unit in the Condominium and dividing (iii) the result by the number of calendar months in such fiscal year. Such assessments, payable in monthly installments, shall be due and payable on the first day of each calendar month and shall be a lien against each Unit owner's Unit as provided in the Act and in the Declaration. Within ninety days after the end of each fiscal year, the Executive Board shall prepare and deliver to each Unit owner and to each record holder of a first mortgage

on a Unit who has registered an address with the Secretary an itemized accounting of the Common Expenses and funds received during such fiscal year less expenditures actually incurred and sums paid into reserves. Any net shortage with regard to Common Expenses, after application of such reserves as the Executive Board may determine, shall be assessed promptly against the Unit owners in equal shares and shall be payable as a Special Assessment, in such manner as the Executive Board may determine.

- (b) **WORKING CAPITAL FUND.** A working capital fund shall be established equal to at least two months estimated Common Expense Assessments for each Unit. The share for each Unit shall be collected and transferred to the Association at the time of the initial sale of each Unit and shall be maintained in a segregated account for the use and benefit of the Association. The contribution to the working capital fund for each unsold Unit shall be paid to the Association by the Declarant within sixty (60) days after the date of the first conveyance of a Unit, such contribution to be reimbursed to the Declarant by the initial Unit purchaser at the subsequent sale of each such unsold Unit. Such amounts shall not be considered as advance payment of regular assessments.
- (c) **RESERVES.** Extraordinary expenditures not originally included in the annual budget which may become necessary during the year may be charged first against reserves for working capital, operations, contingencies, and replacements. If the reserves are deemed to be inadequate for any reason, including non-payment of any Unit owner's assessments, the Executive Board may at any time levy further assessments for Common Expenses which shall be assessed against the Unit owners or in accordance with their Percentage Interests and shall be payable as a Special Assessment, in such manner as the Executive Board may determine.

5.4 Further Assessments. The Executive Board shall serve notice on all Unit owners of any further assessments pursuant to Sections 5.3(a), or 5.3(c) or otherwise as permitted or required by the Act, the Declaration and these Bylaws by a statement in writing giving the amount and reasons therefor, and such further assessments, unless otherwise specified in the notice, shall become effective with the next Monthly Assessment which is due more than ten days after the delivery of such notice of further assessments. All Unit owners so assessed shall be obligated to pay the amount of such Monthly Assessments. Such assessments shall be a lien as of the effective date as set forth in the preceding Sections 5.3(a) and 5.3(c).

5.5 Initial Budget. At or prior to the time assessment of Common Expenses commences, the Executive Board shall adopt the budget, as described in this Article 5, for the period commencing on the date of the recording of the Declaration in the office of the Cass County Recorder of Deeds and ending on the last day of the fiscal year during which such commencement date occurs. Assessments shall be levied and become a lien against the Unit owners during such period as is provided in Section 5.3 above.

5.6 Effect of Failure to Prepare or Adopt Budget. The failure or delay of the Executive Board to prepare or adopt a budget for any fiscal year shall not constitute a waiver or release in any manner of a Unit owner's obligation to pay their allocable share of the Common Expenses as herein provided whenever the same shall be determined and, in the absence of any annual budget

or adjusted budget, each Unit owner shall continue to pay each Monthly Assessment at the rate established for the previous fiscal year until the new annual or adjusted budget shall have been adopted.

5.7 Accounts; Audits. All sums collected by the Executive Board with respect to assessments against the Unit owners or from any other source may be commingled into a single fund. All books and records of the Association shall be kept in accordance with good and accepted accounting practices and the same shall be audited at least once each year by an independent accountant retained by the Executive Board. The Association shall make an audited statement for the preceding fiscal year available to any holder, insurer or guarantor of a first Mortgage secured by a Unit who submits a written request therefor to the Association.

5.8 Limitations on Expenditures and Borrowing. Anything herein to the contrary notwithstanding, the Association, by a vote of more than fifty percent of all votes in the Association present, may reject any capital expenditure or borrowing approved by the Executive Board, within thirty days after approval by the Executive Board; provided, however, that this Section shall not apply to the Executive Board so long as a majority of its members are appointed by the Declarant pursuant to Section 12.1 of the Declaration.

5.9 Statement of Common Expenses. The Executive Board shall promptly provide any Unit owner, contract purchaser or proposed Mortgagee so requesting the same in writing with a written statement of all unpaid assessments for Common Expenses and Limited Common Expenses, if any, due from such Unit owner. The Executive Board may impose a reasonable charge for the preparation of such statement to cover the cost of its preparation, to the extent permitted by the Act.

Article 6 REPAIR OR RECONSTRUCTION

6.1 Restoration of Property Out of Common Expense Fund. Damage to or destruction of the Buildings shall be promptly repaired and restored by the Association in accordance with the provisions of Article 9 of the Declaration and Sections 448.3-113.5 and 448.3-113.8 of the Act. The Executive Board shall be responsible for accomplishing the full repair or reconstruction which shall be paid out of the Common Expense fund. The disbursement of funds for such repair or reconstruction shall, at the option of the Executive Board, be made only as the work progresses upon approval of a qualified architect who shall have furnished a description satisfactory to the Executive Board of the costs involved and the services and materials to be furnished by the contractors, subcontractors and materialmen. Unit owners may apply the proceeds from their individual property insurance policies, if any, to the share of such Common Expense as may be assessed to them. The Executive Board shall be responsible for restoring the Property only to substantially the same condition as it was immediately prior to the damage and each Unit owner shall personally assume the additional expense of any improvements to their Unit which he restores, to restore it beyond such condition. If any physical changes are made to any restored Unit or the Common Elements, or any combination of them, which renders the Plat inaccurate, the Executive Board shall record an amended Plat showing such changes.

Article 7
SEPARATE REAL ESTATE TAXES

7.1 Assessments Against Individual Units. In the event that, commencing with the taxable period during which occurs the first conveyance of a Unit to a person other than the Declarant, real estate taxes are not separately assessed against each Unit owner, but rather are assessed against the Property as a whole, then each Unit owner (including the Declarant, as to the Units then owned by it and as to any portion of the Property as to which the Declarant has reserved Development Rights) shall pay their proportionate share thereof in accordance with their respective Percentage Interest in the Common Elements.

Article 8
AMENDMENTS

8.1 General Requirements; Consent of Declarant or Holders of Mortgages; Curative Amendments to Bylaws. Except as otherwise provided in any one or more of these Bylaws, the Declaration or the Act, these Bylaws may be amended by the vote of the Unit owners entitled to cast a majority of the votes in the Association, cast in person or by proxy at a meeting duly held in accordance with the provisions of these Bylaws; provided, however that if such amendment shall make any change which would have a material effect upon any rights, privileges, powers and options of the Declarant, such amendment shall require the joinder of the Declarant; and further provided that no amendment seeking (i) to abandon, partition, subdivide, encumber, sell or transfer any portion of the Common Elements, or (ii) to abandon or terminate the condominium form of ownership of the Property except as otherwise provided in the Declaration, shall be effective without the prior written approval of all Mortgagees holding mortgages encumbering the Units. Notwithstanding the foregoing, amendments of a material nature must be approved by Unit owners entitled to cast at least sixty-seven percent (67%) of the total allocated votes in the Association and by Eligible Mortgage Holders representing at least fifty-one percent (51%) of the votes of Units subject to mortgages held by Eligible Mortgage Holders, if any. A change to any of the following, except where such change may be effected by the Declarant, the Association or certain Unit owners under the Declaration or the Act, would be considered material:

- (a) voting rights;
- (b) assessments, assessment liens, or subordination of assessment liens;
- (c) reserves for maintenance, repair and replacement of Common Elements;
- (d) responsibility for maintenance and repairs;
- (e) reallocation of interests in the Common or Limited Common Elements, or rights to their use;
- (f) boundaries of any Unit;

- (g) convertibility of Units into Common Elements or Common Elements into Units;
- (h) expansion or contraction of the Condominium; or the addition, annexation or withdrawal of property to or from the Condominium;
- (i) insurance or fidelity bonds;
- (j) leasing of Units;
- (k) imposition of any restrictions on a Unit owner's right to sell or transfer their Unit;
- (l) a decision by the Association to establish self-management when professional management had been required previously by an Eligible Mortgage Holder;
- (m) restoration or repair of the Condominium (after a hazard damage or partial condemnation) in a manner other than that specified in the Condominium Documents;
- (n) any action to terminate the legal status of the Condominium after substantial destruction or condemnation occurs; or
- (o) any provisions that expressly benefit holders, insurers or guarantors of mortgages on the Units.

If the amendment is not of such a material nature, such as the correction of a technical error or the clarification of a statement, the approval of an Eligible Mortgage Holder, if any, may be assumed when that Eligible Mortgage Holder has failed to submit a response to any written proposal for an amendment within thirty (30) days after the proposal is made.

8.2 Amendments to the Declaration. The Declaration may be amended pursuant to the provisions of the Act and of the Declaration. The President is empowered to prepare and execute any amendments to the Declaration on behalf of the Association and the Secretary or any Assistant Secretary is empowered to attest, seal with the Association's corporate seal and record any such amendments on behalf of the Association.

Article 9 GENERAL PROVISIONS

9.1 Severability. The provisions of these Bylaws shall be deemed independent and severable and the invalidity, partial invalidity or unenforceability of any provision or portion hereof shall not affect the validity or enforceability of any other provision or portion thereof unless the deletion of such invalid or unenforceable provision shall destroy the uniform plan for development and operation of the Property which the Declaration and these Bylaws are intended to create.

9.2 Conflicts. The Act and the Declaration shall control in the event of any conflict between the provisions thereof and the provisions of these Bylaws. The Act, the Declaration and these

Bylaws shall control in the case of any conflict between the provisions thereof and the provisions of the Rules and Regulations.

9.3 Notices. All notices or other communications required or permitted under these Bylaws shall be in writing and shall be deemed to have been given when personally delivered or on the second business day after the day on which mailed by certified mail, return receipt requested, postage prepaid (or otherwise as the Act may permit), (a) if to a Unit owner at the single address which the Unit owner shall designate in writing and file with the Secretary or, if no such address is designated, at the address of the Unit of such Unit owner, or (b) if to the Association, the Executive Board or to the managing agent, at the principal office of the Association and to the managing agent or at such other address as shall be designated by notice in writing to the Unit owners pursuant to this Section. If a Unit is owned by more than one person, each such person who so designates a single address in writing to the Secretary shall be entitled to receive all notices hereunder.

9.4 Headings. The headings preceding the various Sections of these Bylaws are intended solely for the convenience of readers of the Bylaws and in no way define, limit or describe the scope of these Bylaws or the intent of any provision thereof.

9.5 Gender. The use of the masculine gender in these Bylaws shall be deemed to include the feminine and neuter genders, and the use of the singular shall be deemed to include the plural, and vice versa, whenever the context so requires.

9.6 Applicable Law. These Bylaws shall be governed and construed according to the laws of the State of Missouri.

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IN WITNESS WHEREOF, The Iron Horse Condo Association, by _____, its President, duly authorized, have adopted these Bylaws and have caused the same to be duly executed as of the day and year first above written.

SECRETARY

PRESIDENT

STATE OF MISSOURI)
) ss.
COUNTY OF _____)

On this ____ day of _____, 2016, before me, a Notary Public in and for said state, personally appeared _____ of the Iron Horse Condo Association, known to me to be the person who executed the within Bylaws in behalf of said corporation and acknowledged to me that he executed the same for the purposes therein stated.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Notary Public

City Administrator
Brad Ratliff

City Clerk
Janet Burlingame

City Engineer
Carl Brooks

Business Office
Trudy Prickett



Chief of Police
Harry Gurin

City Planner
Cliff McDonald

City Attorney
Joseph G. Lauber

Parks Director
Grant Purkey

Municipal Offices – 250 S. Main Street, Peculiar, MO 64078
Phone: (816)779-5212 Facsimile: (816)779-1004

To: Board of Aldermen
From: Clifford L. McDonald
Date: December 19th, 2016
Re: Proposed Amendment to the City’s Zoning Regulations, Chapter 405, Land Subdivision Regulations, Article V Design Standards, to Adopt Section 405.750 Anti-Monotony Standards for into the Peculiar Municipal Code.

GENERAL INFORMATION

Applicant: City Planner

Status of Applicant: N/A

Requested Actions: Board of Aldermen to conduct a Public Hearing to review and discuss a proposed amendment to Chapter 405, Land Subdivision Regulations, Article V Design Standards, to Adopt Section 405.750 Anti-Monotony Standards into the Peculiar Municipal Code.

Date of Application: November 10th, 2016

Purpose: Board of Aldermen to conduct a Public Hearing and consider the proposed amendment to Chapter 405, Land Subdivision Regulations, to adopt Section 405.750, Anti-Monotony Standards for approval.

Property Location (if applicable): City-wide

PROPOSAL

See “Requested Actions” above.

PREVIOUS ACTIONS

The Planning Commission held a Public Hearing on December 8th, 2016 to consider a proposed amendment to Chapter 405, Land Subdivision Regulations, to adopt Section 405.750, Anti-Monotony Standards. No one spoke against the proposed amendment and no Formal Protests have been received. At that meeting the Planning Commission unanimously approved adopting Section 405.750 being presented for the Board’s consideration and recommends approval.

KEY ISSUES

The City of Peculiar has no Ordinance restricting the construction of identical homes throughout the same subdivision. Upon review, this was intended to be included in the 2008 revision to the City's Zoning Regulations and Municipal Code. Staff believes a modest restriction on the number of duplicate Houses in a subdivision will provide for diversity in style and help protect home values.

STAFF COMMENTS AND SUGGESTIONS

The attached ordinance to adopt Section 405.750, Anti-Monotony Standards being presented for your consideration was drafted & approved by the City Planner and City Attorney.

STAFF RECOMMENDATION

Consider the attached amendment to Chapter 405, Zoning Regulations for approval.

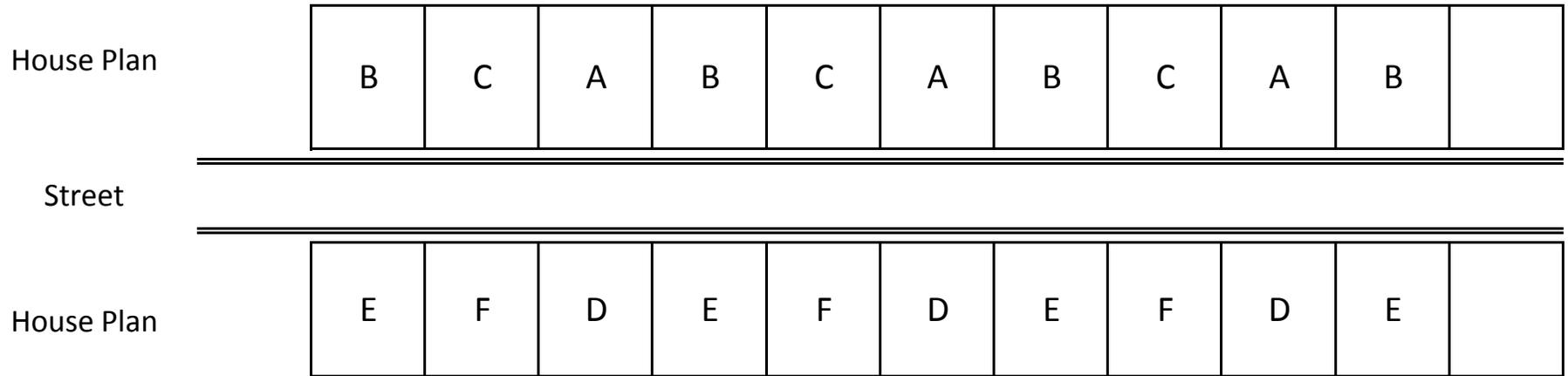
ATTACHMENTS

- (1) Anti-Monotony Ordinance, Section 405.750
-

STAFF CONTACT:

Clifford McDonald
Phone: 779-2226
E-mail: cmcdonald@cityofpeculiar.com

ANTI-MONOTONY STANDARDS
HOUSE PLAN OPTIONS



BILL NO. 2016-26
ORDINANCE NO. _____

**AN ORDINANCE AMENDING CHAPTER 405 LAND SUBDIVISION REGULATIONS,
ARTICLE V DESIGN STANDARDS, TO ADOPT SECTION 405.750 ANTI-
MONOTONY STANDARDS INTO THE PECULIAR MUNICIPAL CODE.**

WHEREAS, pursuant to §89.020(1) RSMo, for the purpose of promoting health, safety, morals, or the general welfare of the community, the Board of Aldermen of the City of Peculiar (“Board”) is empowered to regulate and restrict the height, number of stories, and size of buildings and other structures, and the location and use of buildings, structures and land for trade, industry, residence or other purposes; and

WHEREAS, pursuant to §89.040 RSMo, such regulations shall be made in accordance with a comprehensive plan to secure safety from fire, panic and other dangers; to promote health and the general welfare; to provide adequate light and air; to prevent the overcrowding of land; to avoid undue concentration of population; and to preserve features of historical significance. Such regulations shall be made with reasonable consideration, among other things, to the character of the district and its peculiar suitability for particular uses, and with a view to conserving the values of buildings and encouraging the most appropriate use of land throughout such municipality; and

WHEREAS, §89.040 RSMo empowers the Board to consider and effect the character of zoning districts, their suitability for particular uses, and the conservation of the value of the buildings therein as those factors are directly related to the general welfare of the community; and

WHEREAS, the traditional character of the City of Peculiar’s residential structures is one of promoted individuality and quality; and

WHEREAS, the stabilizing of property values, and giving assurance to the public that, if property is purchased in a residential district, its value as such will be preserved is the most cogent reason for zoning ordinances; and

WHEREAS, the Board has determined that excessive similarity and monotony in the residential structures of the City of Peculiar would be detrimental to the stability of value and the welfare of the surrounding property, structures, and residents, and to the general welfare and happiness of the community; and

WHEREAS, the Board has determined that excessive similarity and monotony in the residential structures of the City of Peculiar would be detrimental to the health and safety of the community due to the increased and needless confusion to first responders attempting to distinguish between residential dwellings; and

WHEREAS, to promote the safety and general welfare of the public, and to protect and conserve the property values of the current structures within the corporate limits of the City of

Peculiar, the Board requested an amendment the Code of Ordinances of the City of Peculiar, Missouri, to adopt Anti-Monotony Standards for District R-1, Single Family Dwelling District; and

WHEREAS, the Planning Commission recommended approval of the amendment of Chapter 405, ARTICLE V Design Standards of the City Municipal Code to adopt Section 405.750 Anti-Monotony Standards following a Public Hearing held December 8, 2016; and

WHEREAS, the Board of Aldermen held a Public Hearing on December 19, 2016 on the proposed amendment to Chapter 405, ARTICLE V Design Standards of the City Municipal Code and no formal protests were received,

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF PECULIAR, MISSOURI THAT CHAPTER 405, LAND SUBDIVISION REGULATIONS, ARTICLE V DESIGN STANDARDS, BE AMENDED TO ADD SECTION 405.750 ANTI-MONOTONY STANDARDS TO THE CITY MUNICIPAL CODE AS FOLLOWS:

SECTION I: That Section 405.750 Anti-Monotony Standards be added to Chapter 405: Land Subdivision Regulations, ARTICLE V Design Standards to read as follows:

SECTION 405.750 Anti-Monotony Standards

- A. Purpose. The following standards shall apply to all construction of new single family residential dwellings to discourage excessive similarity, in order to protect and enhance property values and promote the easy identification of houses. The following standards shall apply after the effective date of this section.
- B. Abutting lots. No residential dwelling of excessive similarity to another shall be erected within two lots abutting, across the street from, or across the street from two lots abutting, a lot with a residential dwelling of the same exterior design or appearance, or with identical front elevations. A lot shall be considered across the street if the lots have a common frontage to the same street.
- C. Spacing. In each subdivision of five (5) lots or more, each residential dwelling erected must be located within at least one group of five adjoining lots where no structure of excessive similarity exists.
- D. Distinguishing characteristics. For the purpose of this section, the term “excessive similarity” shall mean a dwelling which is identical, or nearly identical, to another in an accumulation of five of the following seven characteristics:
 - 1. Roof type, for example, but not limited to gable, hip, mansard, gambrel, flat or combination.
 - 2. Roof height.

3. Approximate dimensions (height and length) of the front wall closest to the front lot line.
4. Shape of the front elevation silhouette.
5. Relative locations and sizes of windows in the front elevation.
6. Relative location and dimensions of garage door, if included on the front elevation.
7. Type of siding on the front exterior.

E. Housing styles. If adjacent lots as defined in this article contain different housing styles as described in this subsection, the similarity standards delineated in this subsection do not apply. Housing style is in and of itself a significant enough characteristic to constitute dissimilarity, such as, but not limited to: ranch, bi-level, tri-level, 1 ½ story, two story and three story.

F. Administration and enforcement. This section shall be enforced in the same manner of the administration and enforcement mechanisms of the Zoning Code.

G. Exceptions. This section shall not apply to two-family or multi-family dwellings, as defined in the Zoning Code, Chapter 400, *et seq.*

SECTION II: The effective date of this ordinance shall be _____, 2016.

SECTION III: The provisions of this ordinance are severable and if any provision hereof is declared invalid, unconstitutional or unenforceable, such determination shall not affect the validity of the remainder of this ordinance.

First Reading: _____

Second Reading: _____

BE IT REMEMBERED THE PRECEDING ORDINANCE WAS ADOPTED ON ITS SECOND READING THIS ____ DAY OF _____, 2016, BY THE FOLLOWING VOTE:

Alderman Ford _____
 Alderman Hammack _____
 Alderman Dunsworth _____

Alderman Ray _____
 Alderman Roberts _____
 Alderman Harlan _____

APPROVED:

ATTEST:

 Holly Stark, Mayor

 Nick Jacobs, Acting City Clerk



LAUBER MUNICIPAL LAW, LLC

Serving those who serve the public

The proposed ordinance revisions submitted for the next Board of Aldermen meeting are the result of actions of the Missouri Legislature. In 2014 the Legislature passed Senate Bill 491, the most comprehensive revision of the State's criminal code in almost forty years. Numerous sections of the City Code must be updated to mirror the language in the State's revision.

The new criminal laws for the state take effect January 1st and must be passed by the Board prior to that date. It is of the utmost importance that these changes are made so that when the Police Department issue citations for offenses there is not a conflict between City ordinance and state law.

J. Robert Willard
Lauber Municipal Law, LLC
250 NE Tudor Road
Lee's Summit, Missouri 64086

PECULIAR ORDINANCE ON SB491 REVISIONS

Section	Topic	Modification
210.010	Peace Disturbance	Modified language to mirror change in 574.010, expanding and clarifying conditions of a peace disturbance; included penalty provision
210.020	Private Peace Disturbance	Added penalty provision and provision that clarified separate apartments or units in an apartment building are separate premises for the purposes of a private peace disturbance on a premise.
210.040	Assault	Adds element attempting or causing contact with a person with a disability that is considered provocative or offensive.
210.045	Harassment	New state statute broadens the language of harassment; "...engages in any act with the purpose to cause emotional distress to another person" instead of listing specific conduct
210.050	Rioting	Adds unlawful assembly and refusing to disperse in the rioting section
210.055	Rioting	The language of this section merged with 210.055
210.070	Prostitution	Clearly defines prostitution as "if he or she engages in or offers or agrees to engage in sexual conduct with another person in return for something of value to be received by any person." Previous definition was circular: a person commits an act of prostitution when they commit an act of prostitution. Incorporates previous definition section into the ordinance itself.
210.080	Patronizing Prostitution	Same as prostitution, clarifying defining the act.
210.335	Leaving a Child Unattended in Motor Vehicle	Created a new section making this an offense
210.440	Tampering Water Supply	Created a new section making this an offense
210.240	Firearm definitions	Added "antique or curio" as well definitions of explosive devices
210.250	Possession Firearms	State law broadened unlawful weapons to include explosive devices, machine guns and others
210.150	Stealing Leased Property	Created a new section making this an offense as there were enough differences with the nature of rental property versus traditional stealing or tampering.
210.360	Selling Cigarettes, Vapor Products	Added "alternative nicotine products" and vapor products to offenses for unlawful sales
210.380(D)	Minors purchasing cigarettes	Added "alternative nicotine products" and vapor products to offenses for unlawful sales

BILL NO. 2016-27

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CITY CODE TO COMPLY WITH PROVISIONS OF MISSOURI SENATE BILL 491 and 572.

WHEREAS, Missouri Senate Bill 491 takes effect January 1, 2017, and

WHEREAS, provisions of the new law impact sections of the City Code regarding criminal offenses and the enforcement of municipal ordinances, and

WHEREAS, provisions of the City Code of Peculiar, Missouri must be amended to comply with state law, and

WHEREAS, pursuant to §79.110, RSMo., the Mayor and Board of Aldermen of the City “shall have the power to enact and ordain any and all ordinances not repugnant to the constitution and laws of the his state, and such as they shall deem expedient for the good government of the city, the preservation of peace and good order, the benefit of trade and commerce and the health of the inhabitants thereof, and such other ordinances, rules and regulations as may be deemed necessary to carry such powers into effect, and to alter, modify or repeal the same,” and

WHEREAS, it is in the interest of public health, safety and welfare that the City Code of Peculiar, Missouri be consistent with Missouri law.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF PECULIAR, MISSOURI THAT THE FOLLOWING CHAPTERS OF THE CITY CODE BE AMENDED AS FOLLOWS:

SECTION I. Section 210.010 be amended such that it is removed in its entirety and replaced with the following language:

Section 210.010. Peace Disturbance.

- A. A person commits the offense of peace disturbance if he or she:
 - 1. Unreasonably and knowingly disturbs or alarms another person or persons by:
 - a. Loud noise; or

- b. Offensive language addressed in a face-to-face manner to a specific individual and uttered under circumstances which are likely to produce an immediate violent response from a reasonable recipient; or
 - c. Threatening to commit a felonious act against any person under circumstances which are likely to cause a reasonable person to fear that such threat may be carried out; or
 - d. Fighting; or
 - e. Creating a noxious and offensive odor.
2. Is in a public place or on private property of another without consent and purposely causes inconvenience to another person or persons by unreasonably and physically obstructing:
- a. Vehicular or pedestrian traffic; or
 - b. The free ingress or egress to or from a public or private place. (RSMo. §574.010, 2014 effective 1-1-2017)
3. Penalty. Any person who violates any provision of this Section shall, upon conviction thereof, be deemed guilty of a misdemeanor and shall be subject to a fine not more than two hundred dollars (\$200) for the first municipal ordinance violation, two hundred seventy-five dollars (\$275) for the second municipal ordinance violation, three hundred fifty dollars (\$350) for the third municipal ordinance violation, and four hundred fifty dollars (\$450) for the fourth and any subsequent municipal ordinance violations, for offenses committed within a twelve (12) month period; and incarceration for a term not to exceed ninety (90) days

SECTION II. Section 210.020 be amended such that it is removed in its entirety and replaced with the following language:

Section 210.020. Private Peace Disturbance.

- A. A person commits the offense of private peace disturbance if he/she is on private property and unreasonably and purposely causes alarm to another person or persons on the same premises by:
 - 1. Threatening to commit an offense against any person; or
 - 2. Fighting.

- B. For purposes of this Section, if a building or structure is divided into separately occupied units, such units are separate premises. (RSMo. §574.020, 2014 effective 1-1-2017)
- C. Penalty. Any person who violates any provision of this Section shall, upon conviction thereof, be deemed guilty of a misdemeanor and shall be subject to a fine not more than two hundred dollars (\$200) for the first municipal ordinance violation, two hundred seventy-five dollars (\$275) for the second municipal ordinance violation, three hundred fifty dollars (\$350) for the third municipal ordinance violation, and four hundred fifty dollars (\$450) for the fourth and any subsequent municipal ordinance violations, for offenses committed within a twelve (12) month period; and incarceration for a term not to exceed ninety (90) days.

SECTION III: Section 210.040 be amended such that it is removed in its entirety and replaced with the following language:

Section 210.040. Assault.

- A. A person commits the offense of assault if:
 - 1. The person attempts to cause or recklessly causes physical injury, physical pain or illness to another person;
 - 2. With criminal negligence the person causes physical injury to another person by means of a firearm;
 - 3. The person purposely places another person in apprehension of immediate physical injury;
 - 4. The person recklessly engages in conduct which creates a substantial risk of death or serious physical injury to another person;
 - 5. The person knowingly causes or attempts to cause physical contact with a person with a disability, which a reasonable person, who does not have a disability, would consider offensive or provocative; or
 - 6. The person knowingly causes physical contact with another person knowing the other person will regard the contact as offensive or provocative. (RSMo. §565.056, 2014 effective 1-1-2017)
- B. Penalty. Any person who violates any provision of this Section shall, upon conviction thereof, be deemed guilty of a misdemeanor and shall be subject to a fine not more than two hundred dollars (\$200) for the first municipal ordinance violation, two hundred seventy-five dollars (\$275) for the second municipal ordinance violation, three hundred fifty dollars (\$350)

for the third municipal ordinance violation, and four hundred fifty dollars (\$450) for the fourth and any subsequent municipal ordinance violations, for offenses committed within a twelve (12) month period; and incarceration for a term not to exceed ninety (90) days.

SECTION IV: Section 210.045 be amended such that it is removed in its entirety and replaced with the following language:

Section 210.045. Harassment.

A person commits the offense of harassment if he/she, without good cause, engages in any act with the purpose to cause emotional distress to another person. (RSMo. §565.091, 2014 effective 1-1-2017)

SECTION V. Section 210.050 be amended such that it is removed in its entirety and replaced with the following language:

Section 210.050 Rioting, Unlawful Assembly and Refusal to Disperse.

- A. A person commits the offense of unlawful assembly if he/she knowingly assembles with six (6) or more other persons and agrees with such persons to violate any of the criminal laws of this State or of the United States with force or violence. (RSMo. §574.040, 2014 effective 1-1-2017)
- B. A person commits the offense of rioting if he/she knowingly assembles with six (6) or more other persons and agrees with such persons to violate any of the criminal laws of this State or of the United States with force or violence and thereafter, while still so assembled, does violate any of said laws with force or violence. (RSMo. §574.050, 2014 effective 1-1-2017)
- C. A person commits the offense of refusal to disperse if, being present at the scene of an unlawful assembly or at the scene of a riot, he/she knowingly fails or refuses to obey the lawful command of a Law Enforcement Officer to depart from the scene of such unlawful assembly or riot. (RSMo. §574.060, 2014 effective 1-1-2017)

SECTION VI: Section 210.055 be amended such that subsection C defining “Riot” removed in its entirety.

SECTION VII: Section 210.070 be amended such that it is removed in its entirety and replaced with the following language:

Section 210.070. Prostitution.

A person commits the offense of prostitution if he or she engages in or offers or agrees

to engage in sexual conduct with another person in return for something of value to be received by any person. (RSMo. §567.020, 2014 effective 1-1-2017)

SECTION VII: Section 210.080 be amended such that it is removed in its entirety and replaced with the following language:

Section 210.080. Patronizing Prostitution.

- A. A person commits the offense of patronizing prostitution if he or she:
 - 1. Pursuant to a prior understanding, gives something of value to another person as compensation for having engaged in sexual conduct with any person; or
 - 2. Gives or agrees to give something of value to another person with the understanding that such person or another person will engage in sexual conduct with any person; or
 - 3. Solicits or requests another person to engage in sexual conduct with any person in return for something of value.

- B. It shall not be a defense that the person believed that the individual he or she patronized for prostitution was eighteen (18) years of age or older. (RSMo. §567.030, 2004, 2014 effective 1-1-2017)

SECTION VIII. A new Section 210.335 is hereby created with the following language:

Section 210.335. Leaving a Child Unattended in a Motor Vehicle

A. Definitions.

COLLISION – The act of motor vehicle coming into contact with an object or a person.

INJURES – To cause physical harm to the body of a person.

MOTOR VEHICLE – Any automobile, truck, truck-tractor, or any motor bus or motor propelled vehicle not exclusively operated or driven on a fixed rails or tracks.

UNATTENDED – Not accompanied by an individual fourteen (14) years of age or older.

- B. A person commits the offense of leaving a child unattended in a motor vehicle if such person knowingly leaves a child less than eleven (11) years of age unattended in a motor vehicle and such child injures another person by causing a motor vehicle collision or by causing the motor vehicle to injure a pedestrian.

- C. The offense of leaving a child unattended in a motor vehicle is an ordinance violation.

SECTION IX. A new Section 210.440 is hereby created with the following language:

Section 210.440. Tampering With a Water Supply.

- A. A person commits the offense of tampering with a water supply if he or she purposely:
1. Poisons, defiles or in any way corrupts the water of a well, spring, brook or reservoir used for domestic or municipal purposes; or
 2. Diverts, dams up and holds back from its natural course and flow any spring, brook or other water supply for domestic or municipal purposes, after said water supply shall have once been taken for use by any person or person, corporation, town or city for his/her, their or its use.
- B. The offense of tampering with a water supply is an ordinance violation. (RSMo. §577.150, 2014 effective 1-1-2017)

SECTION X. Section 210.240 be amended such that it is removed in its entirety and replaced with the following language:

Section 210.240. Definitions.

As used in this Chapter the following words shall have the meanings set out below:

ANTIQUÉ, CURIO OR RELIC FIREARM – Any firearm so defined by the National Gun Control Act, 18 U.S.C. Title 26 §5845, and the United States Treasury/Bureau of Alcohol, Tobacco and Firearms, 27 CFR 178.11:

1. “Antique firearm” is any firearm not designed or redesigned for using rim fire or conventional center fire ignition with fixed ammunition and manufactured in or before 1898, said ammunition not being manufactured any longer; this included any matchlock, wheel lock, flintlock, percussion cap or similar type ignition system, or replica thereof;
2. Curio or relic firearm is any firearm deriving value as a collectible weapon due to its unique design, ignition system, operation of at least fifty (50) years old, associated with a historical event, renown personage or major war.

BLACKJACK - Any instrument that is designed or adapted for the purpose of stunning or inflicting physical injury by striking a person, and which is readily capable of lethal use.

BLASTING AGENT – Any material or mixture, consisting of fuel and oxidizer that is intended for blasting, but not otherwise defined as an explosive under this Section, provided that the finished product, as mixed for use of shipment, cannot be detonated by means of a numbered 8 test blasting cap when unconfined.

CONCEALABLE FIREARM - Any firearm with a barrel less than sixteen (16) inches in length, measured from the face of the bolt or standing breech.

DEFACE - To alter or destroy the manufacturer's or importer's serial number or any other distinguishing number or identification mark.

DETONATOR – Any device containing a detonating charge that is used for initiating detonation in any explosive, including but not limited to, electric blasting caps of instantaneous detonating cord delay connectors.

EXPLOSIVE WEAPON - Any explosive, incendiary, or poison gas bomb or similar device designed or adapted for the purpose of inflicting death, serious physical injury, or substantial property damage; or any device designed or adapted for delivering or shooting such a weapon.

FIREARM - Any weapon that is designed or adapted to expel a projectile by the action of an explosive.

FIREARM SILENCER - Any instrument, attachment, or appliance that is designed or adapted to muffle the noise made by the firing of any firearm.

GAS GUN - Any gas ejection device, weapon, cartridge, container or contrivance other than a gas bomb, that is designed or adapted for the purpose of ejecting any poison gas that will cause death or serious physical injury, but not any device that ejects a repellant or temporary incapacitating substance.

INTOXICATED - Substantially impaired mental or physical capacity resulting from introduction of any substance into the body.

KNIFE - Any dagger, dirk, stiletto, or bladed hand instrument that is readily capable of inflicting serious physical injury or death by cutting or stabbing a person. For purposes of this Chapter, "*knife*" does not include any ordinary pocket knife with no blade more than four (4) inches in length.

KNUCKLES - Any instrument that consists of finger rings or guards made of a hard substance that is designed or adapted for the purpose of inflicting serious physical injury or death by striking a person with a fist enclosed in the knuckles.

MACHINE GUN - Any firearm that is capable of firing more than one (1) shot automatically, without manual reloading, by a single function of the trigger.

PROJECTILE WEAPON - Any bow, crossbow, pellet gun, slingshot or other weapon that is not a firearm, which is capable of expelling a projectile that could inflict serious physical injury or death by striking or piercing a person.

RIFLE - Any firearm designed or adapted to be fired from the shoulder and to use the energy of the explosive in a fixed metallic cartridge to fire a projectile through a rifled bore by a single function of the trigger.

SHORT BARREL - A barrel length of less than sixteen (16) inches for a rifle and eighteen (18) inches for a shotgun, both measured from the face of the bolt or standing breech, or an overall rifle or shotgun length of less than twenty-six (26) inches.

SHOTGUN - Any firearm designed or adapted to be fired from the shoulder and to use the energy of the explosive in a fixed shotgun shell to fire a number of shot or a single projectile through a smooth bore barrel by a single function of the trigger.

SPRING GUN - Any fused, timed or non-manually controlled trap or device designed or adapted to set off an explosion for the purpose of inflicting serious physical injury or death.

SWITCHBLADE KNIFE - Any knife which has a blade that folds or closes into the handle or sheath, and

1. That opens automatically by pressure applied to a button or other device located on the handle; or
2. That opens or releases from the handle or sheath by the force of gravity or by the application of centrifugal force.

SECTION XI. Section 210.250 be amended such that it is removed in its entirety and replaced with the following language:

Section 210.250. Possession, Manufacture, Transport, Repair, Sale of Certain Weapons.

- A. A person commits an offense if such person knowingly possesses, manufactures, transports, repairs or sells:
1. An explosive weapon;
 2. An explosive, incendiary or poison substance or material with the purpose to possess, manufacture or sell an explosive weapon;
 3. A gas gun;
 4. A bullet or projectile which explodes or detonates upon impact because of an independent explosive charge after having been shot from a firearm;
 5. Knuckles; or

6. Any of the following in violation of Federal law:
 - a. A machine gun;
 - b. A short-barreled rifle or shotgun;
 - c. A firearm silencer; or
 - d. A switchblade knife.

B. A person does not commit an offense pursuant to this Section if his/her conduct involved any of the items in Subsection (A)(1) through (5), the item was possessed in conformity with any applicable Federal law, and the conduct:

1. Was incident to the performance of official duty by the Armed Forces, National Guard, a governmental law enforcement agency or a penal institution; or
2. Was incident to engaging in a lawful commercial or business transaction with an organization enumerated in Subparagraph (1) of this Subsection; or
3. Was incident to using an explosive weapon in a manner reasonably related to a lawful industrial or commercial enterprise; or
4. Was incident to displaying the weapon in a public museum or exhibition; or
5. Was incident to using the weapon in a manner reasonably related to a lawful dramatic performance. (RSMo. §571.020, 2008, 2011, 2012)

SECTION XII. Section 210.150 be amended such that it is removed in its entirety and replaced with the following language:

Section 210.150. Stealing Leased or Rented Personal Property – Enforcement Procedure – Penalty – Venue.

- A. A person commits the offense of stealing leased or rented property if, with the intent to deprive the owner thereof, such person:
 1. Purposefully fails to return leased or rented personal property to the place and within the time specified in an agreement in writing providing for the leasing or renting of such personal property;
 2. Conceals or aids or abets the concealment of the property from the owner;

3. Sells, encumbers, conveys, pawns, loans, abandons or gives away the leased or rented property or any part thereof, without the written consent of the lessor, or without informing the person to whom the property is transferred to, that the property is subject to lease;
 4. Returns the property to the lessor at the end of the lease term, plus any agreed upon extensions, but does not pay the lease charges agreed upon in the written instrument, with the intent to wrongfully deprive the lessor of the agreed upon charges.
- B. The provisions of this Section shall apply to all forms of leasing and rental agreements including, but not limited to, contracts which provide the consumer options to buy the leased or rented personal property, lease-purchase agreements and rent-to-own contracts. For the purpose of determining if a violation of this Section has occurred, leasing contracts which provide options to buy the merchandise are owned by the owner of the property until such time as the owner endorses the sale and transfer of ownership of the leased property to the lessee.
- C. Motor Vehicles.
1. Evidence that a lessee used a false, fictitious, or not current name, address, or place of employment in obtaining the property or that a lessee fails or refuses to return the property or pay the lease charges to the lessor within seven (7) days after written demand for the return has been sent by certified mail, return receipt requested, to the address the person set forth in the lease agreement, or in the absence of the address, to the person's last known place of residence, shall be evidence of intent to violate the provisions of this Section, except that if a motor vehicle has not been returned with seventy-two (72) hours after the expiration of the lease or rental agreement, such failure to return the motor vehicle shall be prima facie evidence of the intent of the offense of stealing leased or rented property.
 2. Where the leased or rented property is a motor vehicle, if the motor vehicle has not been returned within seventy-two (72) hours after the expiration of the lease or rental agreement, the lessor may notify the local law enforcement agency of the failure of the lessee to return to such motor vehicle, and the local law enforcement agency shall cause such motor vehicle and notify the lessor that he/she may recover such motor vehicle after it is photographed and its vehicle identification number is recorded for such evidentiary purposes.

3. Where the leased or rented property is not a motor vehicle, if such property, if such property has not been returned within the seven-day period prescribed in this Subsection, the owner of the property shall report the failure to return the property to the local law enforcement agency, and such law enforcement agency may within five (5) days notify the person who leased or rented the property that such person is in violation of this Section, and that failure to immediately return the property may subject such person to arrest for the violation.

D. This section shall not apply if such personal property is a vehicle and such return is made more difficult or expensive by a defect in such vehicle which renders such vehicle inoperable if the lessee shall notify the lessor of the location of such vehicle and such defect before the expiration of the lease or rental agreement or within ten (10) days after proper notice.

E. Any person who has leased or rented personal property of another who destroys such property to avoid return it to the owner commits the offense of property damage pursuant to 569.100, RSMo., or Section 210.100 of this Code in addition to being in violation of this Section.

F. Venue shall lie in the County where the personal property was originally rented or leased. (RSMo. §570.057, 2014 effective 1-1-2017)

SECTION XIII. Section 210.070 be amended such that it is replaced in its entirety and replaced with the following language:

Section 210.070. Prostitution.

A person commits the offense of prostitution if he or she engages in or offers or agrees to engage in sexual conduct with another person in return for something of value to be received by any person. (RSMo. §567.020, 2014 effective 1-1-2017).

SECTION XIV. Section 210.080 be amended such that it is replaced in its entirety and replaced with the following language:

Section 210.080. Patronizing Prostitution.

A. A person commits the offense of patronizing prostitution if he or she:

1. Pursuant to a prior understanding, gives something of value to another person as compensation for having engaged in sexual conduct with any person; or
2. Gives or agrees to give something of value to another person with the understanding that such person or another person will engage in sexual

conduct with any person; or

3. Solicits or request another person to engage in sexual conduct with any person in return for something of value.

- B. It shall not be a defense that the person believed the individual he or she patronized for prostitution was eighteen (18) years of age or older. (RSMo. §567.030, 2004, 2014 effective 1-1-2017)

SECTION XV. Section 210.360 be amended such that it is removed in its entirety and replaced with the following language:

Section 210.360. Selling or Supplying Cigarettes, Tobacco Products, Alternative Tobacco Products, or Vapor Products to Minors.

- A. It shall be unlawful for any person to sell, provide or distribute tobacco products, alternative nicotine products or vapor products to persons under eighteen (18) years of age.
- B. All vending machines that dispense tobacco products, alternative nicotine products or vapor products shall be located within the unobstructed line of sight and under the direct supervision of an adult responsible for preventing persons less than eighteen (18) years of age from purchasing any tobacco product, alternative nicotine product or vapor product from such machine or shall be equipped with a lock-out device to prevent the machines from being operated until the person responsible for monitoring sales from the machines disables the lock. Such locking device shall be of a design that prevents it from being left in an unlocked condition and which will allow only a single sale when activated. A locking device shall not be required on machines that are located in areas where persons less than eighteen (18) years of age are not permitted or prohibited by law. An owner of an establishment whose vending machine is not in compliance with provisions of this Subsection shall be subject to the penalties contained in Subsection (D) of this Section. A determination of non-compliance may be made by a local law enforcement agency or the Division of Alcohol and Tobacco Control. Nothing in this Section shall apply to a vending machine if located in a factory, private club or other location not generally accessible to the general public.
- C. No person or entity shall sell, provide or distribute any tobacco product, alternative nicotine product or vapor product or rolling papers to any minor or sell any individual cigarettes to any person in this State. This Subsection shall not apply to the distribution by family members on property that is not open to the public.

- D. Any person, including, but not limited to, a sales clerk, owner or operator, who violates Subsection (A), (B), or (C) of this Section shall be penalized as follows:
1. For the first offense, twenty-five (\$25.00);
 2. For the second offense, one hundred dollars (\$100.00); and
 3. For a third and subsequent offense, two hundred fifty dollars (\$250.00).
- E. Any owner of the establishment where tobacco products, alternative nicotine products or vapor products are available for sale who violates Subsection (C) of this Section shall not be penalized pursuant to this Section if such person documents the following:
1. An in-house or other tobacco compliance employee training program was in place to provide the employee with information on the State and Federal regulations regarding sales of tobacco products, alternative nicotine products or vapor products to minors. Such training program must be attended by all employees who sell tobacco products, alternative products, alternative nicotine products or vapor products to the general public;
 2. A signed statement by the employee stating that the employee has been trained and understands the State laws and Federal regulations regarding the sale of tobacco to minor products, alternative nicotine products or vapor products; and
 3. Such in-house or other tobacco compliance training meets the minimum training criteria, which shall not exceed a total of ninety (90) minutes in length, established by the Division of Alcohol and Tobacco Control.
- F. The exemption in Subsection (E) of this Section shall not apply to nay person who is considered the general owner or operator of the outlet where tobacco products, alternative nicotine products or vapor products are available for sale if:
1. Four (4) or more violations per location of Subsection (C) of this Section occur within a one-year period; or
 2. Such person knowingly violates or knowingly allows his/her employees to violate Subsection (C) of this Section.

- G. If a sale is made by an employee of the owner of an establishment in violation this Section, the employee shall be guilty of an offense established in Subsections (A), (B), and (C) of this Section.
- H. A person cited for selling, providing or distributing any tobacco product, alternative nicotine product or vapor product to any individual less than eighteen (18) years of age in violation of Subsection (A), (B) or (C) of this Section shall conclusively be presumed to have reasonably relied on proof of age of the purchaser or recipient, and such person shall not be found guilty of such violation if such person raises and proves as an affirmative defense that such individual presented a driver's license or other government-issued photo identification purporting to establish that such individual was eighteen (18) years of age or older.
- I. Any person adversely affected by this Section may file an appeal with the Administrative Hearing Commission which shall be adjudicated pursuant to the procedures established in Chapter 621, RSMo. (RSMo. §407.931, 2014)

SECTION XVI. Section 210.380(D) be amended such that it is removed in its entirety and replaced with the following language:

Section 210.380. Certain Offenses by Minors.

D. It shall be unlawful for any person under the age of eighteen (18) to possess or attempt to possess cigarettes, tobacco products, alternative nicotine products or vapor products, as defined by §407.925, RSMo.

SECTION XVII. This ordinance shall be effectively immediately upon passage and approval.

BE IT REMEMBERED THE PRECEDING ORDINANCE WAS ADOPTED ON ITS SECOND READING THIS ____ DAY OF _____, 2016, BY THE FOLLOWING VOTE:

Alderman Hammack	_____	Alderman Ray	_____
Alderman Ford	_____	Alderman Roberts	_____
Alderman Dunsworth	_____	Alderman Harlan	_____

APPROVED:

ATTEST:

Holly Stark, Mayor

Nick Jacobs, Acting City Clerk