

## **Crestwood Village HOMES ASSOCIATION DISCLOSURES**

Crestwood Village, LLC, developer of the Crestwood Village neighborhood (the “Developer”), hereby discloses, and Buyer hereby acknowledges and agrees to the following terms and conditions:

### **Homes Association Dues and Fees**

The Crestwood Village Homes Association (the “Association”) is responsible for maintenance and operation of common areas in the neighborhood, including landscaping, irrigation, entry monuments, lighting, private trails, common mailboxes, and storm water detention, treatment and drainage facilities. The Association is also responsible for landscape maintenance, snow removal, exterior painting, and repair and replacement of driveways and public sidewalks on individual lots. Details of Association duties are set forth in the Declaration of Covenants, Conditions and Restrictions for Crestwood Village, available upon request.

The annual homes association assessment for each lot is **\$2,340.00**, billed in quarterly installments of **\$585.00**. In addition, a one-time initiation fee of **\$500.00** is payable to the Association upon initial occupancy of each residence and subsequent ownership transfers. A mailbox fee of **\$150.00** will be assessed upon initial occupancy of each residence.

### **Subdivision Tree Fee**

A one-time “Subdivision Tree Fee” \$1,250 is charged to the builder upon closing of the lot. This fee is used by the Developer to fund the planting and one-year warranty of street trees and additional trees on specific lots which are required to conform to requirements of the city-approved Landscape Plan for Crestwood Village dated 9-21-2018. A copy of the plan is available upon request.

### **Landscape Maintenance**

Each homeowner is provided a Master Landscape Plan showing plant materials on each lot that will be maintained by the Association. The Association provides the following landscape maintenance services on individual lots:

- 1) Lawn care services, consisting of regular mowing and applications of fertilizer, herbicides and pesticides, but not including sodding or seeding;
- 2) Landscape bed maintenance, consisting of edging, weeding, trimming and mulching of landscape beds, but not including fertilization, chemical treatment or replacement of shrubs, groundcovers or other ornamental plants; and
- 3) Tree care services, consisting of trimming of trees and removal of dead or diseased trees, but not including fertilization or chemical treatment of trees; and
- 4) Spring start-up, seasonal control and winterization of lawn sprinkler systems.

The Association does **NOT** provide landscape maintenance services for any yard or landscaping which is:

- 1) contained within any portion of a lot that has been enclosed with fencing and not readily accessible to a commercial mower of five (5) feet in width, or is obstructed with temporary or permanent objects that make it difficult or impractical for the Association or its contractors to furnish such services; or
- 2) not initially installed in general accordance with the Landscape Plan approved by the City of Olathe or the Master Landscape Plan adopted by the Developer, as may be amended from time to time by the Association.

In such cases, the owner of such lot is obligated to provide similar landscape maintenance services at owner's sole cost and expense.

Each homeowner is required to install, maintain, repair and operate an irrigation system and to provide water for irrigation of lawns or other landscaping on the owner's lot and adjacent street right-of-way sufficient to maintain lawns and landscaping in an attractive and healthy condition. Sprinkler systems on individual lots shall conform to specifications established by the Developer or the Association. The Association may in its discretion undertake to repair any homeowner's lawn sprinkler system who fails to do so and bill the lot owner.

#### **Snow Removal**

The Association will provide snow removal for driveways and public sidewalks in street right-of-way adjacent to lots, and for driveways and front sidewalks as soon as reasonably possible when snow accumulation reaches two inches. Snow removal usually will occur within 12 hours after the end of a snow event, subject to the severity of the event and contractor scheduling. The Association does not provide snow removal for rear porches or patios.

**The Association shall not be responsible for removal of ice or icing conditions, nor shall it be liable to any person injured from slipping or falling on ice or snow.** Buyer acknowledges that snow removal performed by the Association or its contractors will not result in totally safe, danger-free driveways, sidewalks or other areas, and slippery conditions may continue after work is performed or may result from subsequent thawing and re-freezing.

Any property damage caused by snow removal work performed by the Association or its contractors must be reported to the Association in writing within seven days after the work is performed. The Association shall have no liability for any damage not reported in writing within this timeframe.

#### **Indemnification**

Buyer agrees to hold the Association harmless from and against any and all claims and causes of action asserted against the Association and its officers, employees and contractors including, without limitation, reasonable legal fees and expenses, settlement costs and court costs that incur as a result of claims and causes of action asserted by any of owner's family members, invitees, employees or other persons relating to the work performed by or on behalf of the Association, except with respect to any intentional misconduct or gross negligence by the Association.

2-20-2019

**Developer:**

Crestwood Village, LLC, by its Manager,  
Clay Blair Services Corporation

By: \_\_\_\_\_  
Clay C. Blair, III Date

**Buyer:**

\_\_\_\_\_  
Date  
\_\_\_\_\_  
Date