

55715

52645

DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by
HOME SAVINGS ASSOCIATION OF KANSAS CITY, hereinafter referred to as
"Declarant."

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in Kansas
City, County of Platte, State of Missouri, which is more particu-
larly described as:

THE COVES NORTH, First Plat (consisting of Tracts A and B),
a subdivision in Kansas City, Platte County, Missouri,
according to the recorded plat thereof.

NOW, THEREFORE, Declarant hereby declares that all of the prop-
erties described above shall be held, sold and conveyed subject to
the following easements, restrictions, covenants, and conditions
which are for the purpose of protecting the value and desirability
of, and which shall run with, said real property and be binding on
all parties having any right, title or interest in the described
properties or any part thereof, their heirs, executors, adminis-
trators, successors and assigns, and shall inure to the benefit of
each Owner thereof.

B 55715

Return to:
CITY OF KANSAS CITY, MISSOURI

P

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to Coves North Homes Association, Inc., a Missouri not-for-profit corporation, and its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot, Tract or Living Unit which is a part of the Properties including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the Owners. The Common Area to be owned by the Association at the time of the conveyance of the first Lot is described as follows:

Such area of the Properties designated as Common Area on certificates of survey or other documents filed for record prior to the conveyance of the first Lot. Additionally, Common Area to be owned by the Association at the time of the conveyance of each subsequent Lot shall consist of such area of the Properties designated as Common Area on certificates of survey or other documents filed for record prior to the conveyance of each such subsequent Lot.

Notwithstanding anything else contained herein, any Owner of a Lot or Tract may cross or use Common Area for access to and construction of a structure on such Lot or Tract to the extent that, but only to the extent that, there is no other means of access to such Lot or use of such Common Area for such construction purposes is absolutely necessary in order to permit construction of such structure.

Section 5. "Lot" and "Tract" shall mean and refer to any plots of land shown as such upon any recorded subdivision map, certificate of survey or other instrument relating to the Properties, with the exception of the Common Area.

Section 6. "Declarant" shall mean and refer to Home Savings Association of Kansas City, its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot or Tract from the Declarant for the purpose of development.

Section 7. "Living Unit" shall mean and refer to any portion of a building on the Properties designated and intended for use and occupancy as a residence by a single family, whether in a building designated as a single family dwelling, duplex, townhouse or apartment.

Section 8. "Improved Lots" and "Improved Tracts" shall mean and refer to Lots and Tracts on which a single family residence, patio home, duplex, townhouse or apartment has been erected, all or part of which has been either sold, leased or rented for occupancy purposes.

Section 9. "Unimproved Lots" and "Unimproved Tracts" shall mean and refer to all Lots and Tracts which are not Improved Lots or Improved Tracts.

ARTICLE II

PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, Tract or Living Unit, subject to the following provisions:

A. The Association may provide access to and use of all or any part of the Common Area and recreational facilities located thereon to such non-members as the Board of Directors

shall determine to be in the best interest of the Association. The Association may enter into such contracts or other agreements with non-members or groups of non-members as its Directors deem appropriate with respect to such use of Common Area or such recreational facilities. The Association may charge reasonable user fees to non-members (except as provided in Section 2 below of this Article II) for use of the Common Area and recreational facilities located thereon.

B. The Association may charge reasonable fees for occasional private use by any member of any such recreational facility if such facility is normally available for use by all members of the Association but such private use denies access to such recreational facility to other members of the Association. However, the Association shall not otherwise establish or charge fees beyond the assessments provided elsewhere herein, or establish criteria beyond membership in the Association, for use by members of any such recreational facility.

C. The Association may suspend the voting rights and right to use of the recreational facilities by an Owner or other user for any period during which any assessment against his Lot, Tract or Living Unit or user fee for non-members remains unpaid, and for a period not to exceed 60 days for any infraction of its published rules and regulations.

D. The Association may dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by the holders of 2/3rds of the votes of each class of members has been recorded.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the Bylaws, the owner's right of enjoyment of the

Common Area and facilities to the members of his family, his tenants, or contract purchasers, so long as said persons reside on the Owner's Lot, Tract or Living Unit.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot, Tract or Living Unit which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot, Tract or Living Unit which is subject to assessment.

Section 2. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners, with the exception of the Declarant. Each member shall be entitled to one (1) vote for each Living Unit owned by that member, plus one (1) vote for each Lot or Tract (whether improved or unimproved) owned by that member on which no Living Unit is located. However, there shall be no vote for any Living Unit, Lot or Tract for which any then-current or prior assessment has not been paid. When more than one person holds an interest in any Living Unit, Lot or Tract, all such persons shall be members. The vote for such Living Unit, Lot or Tract shall be exercised as they determine, but in no event shall more than the number of votes described above be cast with respect to any Living Unit, Lot or Tract.

Class B. The Class B member shall be the Declarant who shall be entitled to three (3) votes for each Living Unit owned by it, plus three (3) votes for each Lot or Tract (whether improved or unimproved) owned by it on which no Living Unit is located. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or

(b) on January 1, 1987.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot, Tract and Living Unit owned within the Properties, hereby covenants, and each Owner of any Lot, Tract or Living Unit by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree, to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made as soon as they are due and payable. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents of the Properties and for the improvement and maintenance of the Common Area and of the homes and other improvements situated upon the Properties.

Section 3. Basis and Maximum of Annual Assessments.

A. Because the improvements on the Properties may consist of different types of buildings and because such differences may result in varying requirements for the kinds of services to be provided to the owners or occupants thereof, it is necessary to provide for separate assessments and methods of payment for such assessments. The amount of assessment for

each type of Lot, Tract or Living Unit shall be determined by the Board of Directors of the Association. Until January 1 of the year immediately following the conveyance of the first lot to an Owner, the maximum annual assessment shall be as follows:

(1) Single family residence -

(a) The maximum annual assessment shall be \$175.00 per year, payable in advance.

(b) The services to be provided to the Owners of single family residences may include the care of, spraying, trimming and protecting and replanting of trees on all streets and in other public places. The services shall include the care of, protecting and replanting of shrubbery and resowing of grass on the Common Area; the plowing and removal of snow from access easements and private streets; the mowing of Common Areas and the pick up and removal of loose material, trash and rubbish of all kinds from Common Areas, and any other thing necessary or desirable in the judgment of the officers of the Association to keep the Common Areas neat in appearance and in good order; the erection and maintenance of such lights as the Association may deem advisable on streets, parks, parking areas, gateways, entrances, walkways or other features on Common Areas; the repair and maintenance, repaving and reconstruction of paved streets, driveways, lanes, walkways and pedestrian ways, except those streets and sidewalks which are dedicated to public use; the erection and maintenance of signs for marking of streets; unless rubbish is collected by the City of Kansas City or by some other governmental authority the periodic collection of rubbish and the disposal of such rubbish as is collected, and such other

maintenance of the Common Area as the Association shall deem appropriate.

(2) Townhouse or duplex living units -

(a) The maximum annual assessment shall be \$720.00 per year, payable in advance or at the rate of \$60.00 per month during the year.

(b) The services to be provided to the Owners of townhouses or duplex living units may include the care of, spraying, trimming and protecting and replanting of trees on all streets and in other public places. The services to be provided to the Owners of townhouses or duplex living units shall include the plowing and removal of snow from sidewalks, alleys, driveways, parking areas, walkways, access easements and private streets; the care of, protecting and replanting of shrubbery and resowing of grass on the Common Area and on the Lot or Tract on which the townhouse or duplex is located; the mowing of lawns, the pick up and removal of loose material, trash and rubbish of all kinds, and any other thing necessary or desirable in the judgment of the officers of the Association to keep the lawns and the remainder of the Properties neat in appearance and in good order; the erection and maintenance of such lights as the Association may deem advisable on streets, parks, parking areas, gateways, entrances, walkways or other features on Common Areas; the repair and maintenance, repaving and reconstruction of paved streets, lots and lanes, except those streets and sidewalks which are dedicated to public use; the erection and maintenance of signs for marking of streets; unless rubbish is collected by the City of Kansas City or by some other governmental authority the periodic collection of rubbish and the disposal of such rubbish as is collected; and such other maintenance of the Common Area as the Association shall deem appropriate. Additionally, the

services to be provided to the Owners of townhouses or duplex living units shall include the exterior maintenance of each townhouse or duplex living unit which is subject to assessment hereunder, as follows: paint, repair, replace and care for roofs, gutters, downspouts and exterior building surfaces including the pointing of brick. Such exterior maintenance shall not include glass surfaces. In the event the need for maintenance or repair is caused through the willful or negligent act of the Owner, the Owner's family, guests or invitees, the cost of such maintenance or repairs shall be added to and become a part of the assessment to which such townhouse or duplex living unit is subject. The Association shall not, however, be financially responsible for maintenance or repairs resulting from a loss which could have been covered by fire or extended coverage insurance whether or not such insurance was in effect at the time of such loss, and the cost of such maintenance or repairs shall be added to and become a part of the assessment to which such townhouse or duplex living unit is subject. The Association shall not be responsible for, nor shall it repair, any structural defects.

(3) Patio homes -

(a) The maximum annual assessment shall be \$600.00 per year in advance, or at the rate of \$50.00 per month during the year.

(b) The services to be provided to the Owners of patio homes may include the care of, spraying, trimming and protecting and replanting of trees on all streets and in other public places. The services to be provided to the Owners of patio homes shall include the plowing and removal of snow from sidewalks, alleys, driveways, parking areas, walkways, access easements and private streets; the care of, protecting and replanting of shrubbery and resowing of grass on the Common Area and on the Lot or

Tract on which the patio home is located, the mowing of lawns, the pick up and removal of loose material, trash and rubbish of all kinds, and any other thing necessary or desirable in the judgment of the officers of the Association to keep the lawns and the remainder of the Properties neat in appearance and in good order; the erection and maintenance of such lights as the Association may deem advisable on streets, parks, parking areas, gateways, entrances, walkways or other features on Common Areas; the repair and maintenance, repaving and reconstruction of paved streets, lots and lanes, except those streets and sidewalks which are dedicated to public use; the erection and maintenance of signs for marking of streets; unless rubbish is collected by the City of Kansas City or by some other governmental authority the periodic collection of rubbish and the disposal of such rubbish as is collected, and such other maintenance of the Common Area as the Association shall deem appropriate.

(4) Apartment living units -

(a) The maximum annual assessment shall be 360.00 per year in advance, or at the rate of \$30.00 per month during the year.

(b) The services to be provided to the Owners of apartment living units may include the care of, spraying, trimming and protecting and replanting of trees on all streets and in other public places. The services to be provided to the Owners of apartment living units shall include plowing and removal of snow from sidewalks, alleys, driveways, parking areas, walkways, access easements and private streets; the care of, protecting and replanting of

shrubbery and resowing of grass on the Common Areas and on the Lot or Tract on which the apartment is located; the mowing of lawns, the pick up and removal of rubbish of all kinds, and any other thing necessary or desirable in the judgment of the officers of the Association to keep the lawns and remainder of the Properties neat in appearance and in good order; the erection and maintenance of such lights as the Association may deem advisable on streets, parks, parking areas, gateways, entrances, walkways or other features on Common Area; the repair and maintenance, repaving and reconstruction of paved streets, driveways, apartment parking lots, lanes, walkways and pedestrian ways, except those streets and sidewalks which are dedicated to public use; the erection and maintenance of signs for marking of streets; unless rubbish is collected by the City of Kansas City or by some other governmental authority the periodic collection of rubbish and the disposal of such rubbish as is collected; and such other maintenance of the Common Area as the Association shall deem appropriate. Additionally, the services to be provided to the Owners of apartment living units shall include the exterior maintenance of each apartment living unit which is subject to assessment hereunder, as follows: paint, repair, replace and care for roofs, gutters, downspouts and exterior building surfaces including the pointing of brick. Such exterior maintenance shall not include glass surfaces. In the event the need for maintenance or repair is caused through the willful or negligent act of the

Owner, the Owner's family, guests or invitees, the cost of such maintenance or repairs shall be added to and become a part of the assessment to which such apartment living unit is subject. The Association shall not, however, be financially responsible for maintenance or repairs resulting from a loss which could have been covered by fire or extended coverage insurance whether or not such insurance was in effect at the time of such loss, and the cost of such maintenance or repairs shall be added to and become a part of the assessment to which such apartment living unit is subject. The Association shall not be responsible for, nor shall it repair, any structural defects.

(5) Unimproved Lots or Tracts -

(a) The maximum annual assessment shall be \$40.00 per year in advance.

(b) The services to be provided to the Owners of Unimproved Lots or Tracts may include the care of, spraying, trimming and protecting and replanting of trees on all streets and in other public places. The services shall include the care of, protecting and replanting of shrubbery and resowing of grass on the Common Area; the plowing and removal of snow from access easements and private streets; the mowing of Common Areas and the pick up and removal of loose material, trash and rubbish of all kinds from Common Areas, and any other thing necessary or desirable in the judgment of the officers of the Association to keep the Common Areas neat in appearance and in good order; the erection and maintenance of such lights as the Association may deem advisable on streets, parks, parking areas, gateways, entrances, walkways or other features on Common Areas; the repair and maintenance, repaving and reconstruction of paved streets, driveways, lanes, walkways and pedestrian ways, except those streets and sidewalks which are dedicated to public use; the erection and maintenance

may fix the annual assessment for each kind of improvement or unimproved lot at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements.

In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than 5 days nor more than 40 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Except as specifically provided herein, both annual and special assessments must be fixed at a uniform rate for all Lots, Tracts and Living Units within each category, as described above, and may be collected on a monthly basis, if so provided herein.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots, Tracts and Living Units on the first day of the month following the conveyance of the first Lot. The first annual assessment shall be adjusted according to the number of months

of signs for marking of streets; unless rubbish is collected by the City of Kansas City or by some other governmental authority the periodic collection of rubbish and the disposal of such rubbish as is collected; and such other maintenance of the Common Area as the Association shall deem appropriate.

B. From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner by the Declarant, the maximum annual assessment for each type of improvement or unimproved Lot or Tract may be increased effective January 1 of each year, without a vote of the membership, by the Board of Directors of the Association in conformance with the rise, if any, of the Consumer Price Index for all Urban Consumers (published by the Department of Labor, Washington, D.C.) for the preceding month of July as compared to said Index for the month of July of the year of the conveyance of the first Lot to an Owner by the Declarant.

C. From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner by the Declarant, the maximum annual assessment for each type of improvement or for unimproved Lots or Tracts may be increased above that established by the Consumer Price Index formula, by a vote of the members, for the next succeeding one (1) year and at the end of each such period of one (1) year, provided that any such change shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than 5 days nor more than 40 days in advance of the meeting setting forth the purpose of the meeting. The limitations hereof shall not apply to any change in the maximum and basis of the assessments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation.

D. The Board of Directors of the Association at any time

remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot, Tract and Living Unit at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot, Tract or Living Unit have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot, Tract or Living Unit is binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 8 percent per annum from the assessment date until paid. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot, Tract or Living Unit.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot, Tract or Living Unit shall not affect the assessment lien. However, the sale or transfer of any Lot, Tract or Living Unit pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot, Tract or Living Unit from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10. Exempt Property and Fractional Assessment. Notwithstanding anything else contained herein, the following property shall be exempted from the assessment charge and lien created herein;

Section 8. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat, or as reflected in the records of the Recorder of Deeds of Platte County, Missouri. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction or flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each Lot and Tract and all improvements in it shall be maintained continuously by the Owner of the Lot or Tract, except for those improvements for which a public authority or utility company is responsible.

Section 9. The land between any structure and the front street line shall be used solely for lawn and residence purposes, driveways and walks.

Section 10. No truck, school bus, boat, trailer, camper, recreational vehicle, machinery or other equipment shall be repaired or customarily or habitually parked, kept or stored on the streets or alleys or in the yards around any of the buildings within the Properties, nor shall any external television or radio antennae be erected or kept on or about any of the buildings, yards, or property of the Properties.

Section 11. The Declarant hereby creates and establishes an easement extending ten feet in any direction over that part of any property on or next to which a building wall which the Association has the duty or option to maintain is or may be situated for the purpose of maintaining and repairing any such wall for the common benefit of all adjacent Owners. Reasonable notice must be given to an Owner prior to entering that Owner's property under the terms of this section.

Section 12. The Declarant hereby creates and establishes an easement and right of way for the ingress and egress of all Owners, and their agents, guests, and invitees, within the Properties, over

and upon any property identified as "Private Road" or "Access Easement" on the recorded plat thereof or on such other instrument as shall be filed for record relating to the Properties.

Section 13. Except as specifically provided herein, each Owner at the Owner's sole expense shall keep the exterior of the Owner's building structure, including but not limited to doors, walls, windows, roofs, patios and other improvements, in good maintenance and repair. The Owner shall decorate or redecorate such exterior only in such color or manner as has received the prior approval of the Board of Directors of the Association or the architectural committee described in Article V of this declaration, whose decision shall be final and binding.

Section 14. No restrictions herein contained shall be personally binding on any corporation, person or persons except in respect to breaches committed during its, his or their seisin of, or title to, said land. The Association in its own name or in the name of any or all Owners, and any Owner or Owners of any of the above land in their own names, shall have the right to sue for, and obtain an injunction, prohibitive or mandatory, to prevent the breach of, or to enforce the observance of the restrictions set forth herein, in addition to ordinary legal action for damages, and the failure of the Association or the Owner or Owners to enforce any of the restrictions set forth herein at the time of the violation shall in no event be deemed to be a waiver of the right to do so thereafter. The Association may pay the costs of any such enforcement out of the general fund, but no Owner or Owners shall be entitled to receive reimbursement from the Association for the cost of any such enforcement.

ARTICLE VII

PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes or other structures upon the Properties and placed on the dividing line between the Lots or Tracts shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general

A. All properties subject to any easement or other interest dedicated and accepted by the local public authority and devoted to public use;

B. All properties exempted from taxation by the laws of the State of Missouri upon the terms and to the extent of such legal exemption;

C. All Common Area.

Additionally, notwithstanding anything else contained herein, prior to the first occupancy, or the first sale by the Declarant, whichever comes first, of any Lot or Tract such Lot or Tract shall be subject to a rate of assessment determined by the Board of Directors of the Association, which rate shall neither exceed the rate then actually charged to Unimproved Lots or Tracts under Section 3-A(5) of this Article nor be less than one-quarter (1/4) of said rate.

Section 11. A written or printed notice deposited in the United States mail with postage prepaid thereon, addressed to the Owner at the last address listed with the Association, shall be deemed to be sufficient notice for all purposes whenever notices are required under this document.

ARTICLE V

ARCHITECTURAL CONTROL

No building, fence, wall, patio, deck or other structure shall be commenced, placed, erected or maintained upon the Properties (specifically including but not limited to on or around any Lot or Tract), nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association or by an architectural committee composed of three (3) or more representatives appointed by the Board. If the Board of Directors so

elects, it may appoint separate architectural committees for different areas or portions of the Properties. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within ninety (90) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully satisfied.

ARTICLE VI

RESTRICTIONS

For itself, its successors and assigns and its future grantees, Declarant does hereby further declare that all of the Properties shall be and are hereby restricted as to their use in the manner hereinafter set forth:

Section 1. No Lots, Tracts or Living Units shall be used except for residential purposes, except, however, that nothing contained in this instrument shall be applicable to or shall in any way be construed to prohibit, limit or affect the erection and maintenance upon any Lots or Tracts or parts thereof, of any single-family dwellings, duplexes, fourplexes, townhouses, apartments or multiple family dwellings, subject, however, to the architectural approval required by Article V hereof. No trailer, basement, tent, shack, garage, or any outbuilding as set forth above shall at any time be used as a residence, temporarily or permanently, nor shall any residence of a temporary character be permitted.

Section 2. All wood exteriors, except roofs, shall be covered with paint or stain. No building shall be permitted to stand with its exterior in an unfinished condition for longer than five (5) months after commencement of construction. In the event of fire, windstorm or other damage, no building shall be permitted to remain in such damaged condition longer than three (3) months.

Section 3. No fuel storage tank shall be erected above the surface of the ground.

Section 4. No one story, one and one-half story, ranch, split level or split entry single family residence shall contain less than 1,400 square feet of living area on the ground floor level of such residence exclusive of garages, breezeways and similar portions of

such residences. No two story single family residence shall contain less than 900 square feet of living area (as defined in the preceding sentence) on the ground floor level or less than 1,500 square feet of total living area on all levels combined. No duplex or patio home shall contain less than 700 square feet of living area, as defined above on each main floor level or less than 900 square feet of total living area on all levels combined for each unit. No townhouse shall contain less than 700 square feet of living area (as defined above) on the first floor level or less than 1,000 square feet of total living area on all levels combined.

Section 5. No business structure shall be erected or business or profession of any nature conducted on the land herein described, nor shall anything be done thereon which may in the opinion of the architectural committee of the Board of Directors of the Association described in Article V hereof be deemed a nuisance to the neighborhood.

Section 6. The construction or maintenance of signs (including but not limited to for rent or for sale signs), billboards, advertisements or advertising structures of any kind on any Lot or Tract or on or in any structure located on any Lot or Tract (including but not limited to on or in any window of any such structure) is prohibited, except that notwithstanding anything else contained in this Declaration the Declarant reserves the right to locate, construct, or move onto any Lot or Tract in the Properties a temporary real estate office to be used as such during the period of original showing for sale of portions of the Properties, and to erect signs of any size for temporary sale purposes during such period.

Section 7. No animals, livestock or poultry of any kind shall be raised, bred, or kept on the Properties, except that dogs, cats or other household pets may be kept with the prior written permission of the Board of Directors of the Association or its architectural committee, provided that they are not kept, bred, or maintained for any commercial purpose.

rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs With Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

ARTICLE VIII

GENERAL PROVISIONS

Section 1. Board of Directors. The Board of Directors of the Association elected in accordance with its Articles of Incorporation

and Bylaws shall be charged with the management of the Association. The Board of Directors shall have the right to make such reasonable rules and regulations as will enable it to adequately and properly carry out the provisions of this Declaration. All Common Area shall be under the management and control of the Association, except that such management and control shall at all times be subject to that had and exercised by the City of Kansas City, the County of Platte, the State of Missouri and any other appropriate governmental body.

Section 2. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction contained herein shall in no event be deemed a waiver of the right to do so thereafter.

Section 3. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 4. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time unless terminated as provided below they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by the holders of not less than ninety percent (90%) of the voting rights of each class of membership, and thereafter may be amended or terminated as of the end of the then-current term by an instrument signed by the holders of not less than seventy-five percent (75%) of the voting rights of the membership. Any amendment must be recorded.

Section 5. Annexation.

A. Property and Common Area may be annexed to the Properties with the consent of two-thirds (2/3) of each class of members. Any such extension of the Properties shall be accomplished by and take effect on the filing in the Office of the Recorder

appropriate document extending this Declaration.

B. Notwithstanding anything else contained herein, additional land within the area described below may be annexed by the Declarant without the consent of members within fifteen (15) years of the date of this instrument provided that the PHA or the VA determines that the annexation is in accord with a general plan approved by it. The area covered by this subparagraph is as follows:

These portions of the NE 1/4 of section 7 and the NW 1/4 of section 8, T51N, R33W of the 5th P.M., Kansas City, Platte County, Missouri, described as a whole as follows: Beginning at the intersection of the line common to said quarter sections and the North right of way line of Barry Road, said point being N00°36'19" E, 40.00 feet from the E 1/4 corner of said section 7 (W 1/4 corner of said section 8); thence N89°00'39" W, 1322.05 feet along said North right of way line to the West line of the E 1/2 of the NE 1/4 of said section 7; thence N00°35'59" E, 2595.52 feet along said West line to the South right of way line of Missouri relocated Route 152; thence Easterly along said South right of way line the following course; S88°58'43" E, 152.07 feet; S88°27'28" E, 550.03 feet; S88°58'43" E, 600.00 feet; S88°21'03" E, 700.58 feet; S87°32'17" E, 350.14 feet; S72°28'32" E, 104.40 feet; S89°10'29" E, 350.00 feet; S79°01'45" E, 457.57 feet to the East line of the W 1/2 of the E 1/2 of the NW 1/4 of said section 8; thence S00°28'18" W, 2484.03 feet along said East line to the North right of way line of Barry Road; thence S89°35'22" E, 529.08 feet along said North right of way line to the beginning of a curve, tangent, concave North and having a radius of 2814.79 feet; thence Westerly along said curve and said North right of way line through a central angle of 06°26'00" an arc distance of 316.05 feet to a line tangent; thence N83°58'38" W, 193.00 feet along said North right of way line to the beginning of a curve, tangent, concave South and having a radius of 3869.72 feet; thence Westerly along said curve and said North right of way line through a central angle of 00°36'54" an arc distance of 41.54 feet to the East line of land described in deed to Greg L. Walker recorded in Book 555, page 17 in the office of the recorder of said county; thence N04°23'05" E, 399.58 feet along the East line of said Walker land; thence N61°40'46" W, 320.00 feet; thence N72°21'22" W, 360.00 feet; thence N55°36'55" W, 140.00 feet; thence S08°22'12" W, 68.17 feet; thence S23°08'09" E, 119.62 feet; thence S19°34'23" W, 95.52 feet; thence S50°54'22" W, 103.08 feet; thence N89°23'41" W, 68.85 feet to the line common to the NW 1/4 of said section 8 and the NE 1/4 of said section 7; thence S00°36'19" W, 390.06 feet along said common line to the point of beginning. Said portions contain 181.979 acres and are subject to all easements and restrictions of record. Bearings referenced to the Kansas City, Missouri Plane Coordinate System.

Section 6. PHA/VA Approval.

A. As long as there is a Class B membership, prior approval of the Federal Housing Administration or the Veterans Administration will be required to annex additional properties, dedicate additional Common Area or amend this Declaration of Covenants, Conditions and Restrictions. Additionally, prior to any such annexation, dedication or amendment the Association shall give written notice of such annexation, dedication or amendment to the City of Kansas City, Missouri, although said City shall have no right to approve or disapprove such annexation, dedication or amendment.

B. As used herein, the following area shall be referred to as the "Parkland Portion of the Common Area":

Such portion of the Common Area as shall be designated as Parkland on documents filed for record prior to the conveyance of the first lot which is within the area covered by said document.

After termination of the Class B membership, among other things the Parkland Portion of the Common Area shall meet the requirements of Section 31.32 of the Code of General Ordinances of Kansas City, Missouri, commonly known as the Subdivision Regulations, as they exist as of the date of this Declaration. After termination of the Class B membership, use of the Parkland Portion of the Common Area for any purpose other than open space and/or recreation must be approved by the City of Kansas City, Missouri.

Section 7. The Association shall be deemed to have all of the powers and authority to perform the actions required or permitted of it hereunder.

Section 8. All provisions of this Declaration, specifically including but not limited to the protective covenants, shall be deemed to be covenants running with the land and shall be binding upon the Declarant and its successors and assigns. All parties claiming by, through or under the Declarant shall be taken to hold, agree and covenant with the Declarant and its successors and assigns, and with each of them, to conform to and observe all restrictions herein as to the use of the land and the construction and use of improvements thereon.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 12th day of March, 1981.

52645

55715

HOME SAVINGS ASSOCIATION OF KANSAS CITY

(SEAL)

ATTEST:

Nina Lardie
 Nina Lardie
 Assistant Secretary
 STATE OF MISSOURI)
) SS.
 COUNTY OF PLATTE)

By

Declarant

Randall M. Nay
 Randall M. Nay
 Executive Vice President

On this 12th day of March, 1981, before me
 appeared Randall M. Nay, to me personally known, who
 being by me duly sworn, did say that he is the Executive Vice President
 of Home Savings Association of Kansas City, that the seal affixed
 to the foregoing instrument is the corporate seal of said corpora-
 tion, and that said instrument was signed and sealed on behalf of
 said corporation by authority of its Board of Directors, and he
 further acknowledged the execution of said instrument to be the
 free act and deed of said corporation.

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

Mary Kathleen When
 Notary Public Within and For
 Said County and State

My Commission Expires:

1-9-84

MARY KATHLEEN WHEN
 Notary Public - State of Missouri
 Commissioned in Jackson County
 My Commission Expires Jan. 9, 1984

STATE OF MISSOURI
 County of Platte } ss.

I, Ida Cox, Recorder of Deeds of said County, do hereby
 certify that the within instrument of writing was, on the
12th day of March, A.D. 1981, at 12 o'clock
P.M., duly filed for record in this office
 and is recorded in the Records of this office in Book 101
 at page 101.

IN WITNESS WHEREOF, I have hereunto set my
 hand and affixed my official seal at Platte
City, Mo. this 12th day of March, A.D. 1981.
 My Ida Cox