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MARY HELEN MURPHY, DIRECTOR OF RECORDS

HUNTINGTON PLACE HOMES ASSOCIATION DECLARATION

THIS HUNTINGTON PLACE HOMES ASSOCIATION DECLARATION ("Declaration") is made this 9th day of October, 2002, by HUNTINGTON PLACE DEVELOPERS, L.L.C. (hereinafter collectively referred to as "Developer" or "Grantor").

GRANTEE NONE

WITNESSETH:

WHEREAS, the Developer is the owner of all of Lots 1-38 inclusive, Huntington Place, a Subdivision in Kansas City, Jackson County, Missouri ("Huntington Place") and Tract A, Huntington Place; and

WHEREAS, the Developer is now developing the above described land and desires to create and maintain a homes association for the purpose of enhancing and protecting the value, desirability, attractiveness, and maintenance of the lots and property within the Huntington Place subdivision;

NOW THEREFORE, in order to assist it and its grantees in providing the means necessary to bring about the development of the above described land, the Developer does now and hereby subject Lots 1-38 inclusive located in HUNTINGTON PLACE and, excluding "TRACT A", Huntington Place as shown on the recorded plat thereof, (hereinafter the "Plat") to the covenants, charges and assessments set forth and contained in this Declaration, subject, however, to the limitations hereinafter specified.

SECTION 1. DEFINITIONS OF TERMS USED

For the purpose of this Declaration, the following words and phrases shall have the following respective meanings:

(A) District. "District" as used in this Declaration shall mean, unless and until extended as hereinafter provided, all of the Lots or Tracts, excluding "TRACT A", enumerated above as shown on said plat of HUNTINGTON PLACE. If or when other land shall, in the manner hereinafter provided, be added to that described above, then the term "District" shall thereafter mean all land which shall, from time to time, be subjected to the terms of this Declaration, including any future modifications hereof.

(B) Improved Property. "Improved Property" as used herein, shall be deemed to mean a single tract under a single ownership and use, and on which tract a residence has been erected or is in the process of erection, or on which any other building not in violation of the restrictions then of record thereon is erected or is in the process of erection. Any other land covered by this Declaration shall be deemed to be vacant and unimproved.

(C) Public Place. "Public Place" as used herein shall be deemed to mean all streets, alleyways, parks, and all similar places, the use of which is dedicated to or set aside for the use of the general public or for the general use of all of the owners within the District, or which may, with appropriate consent be used by all of the owners of the District.

(D) Owner. "Owner" as used herein shall mean the owner of record in fee simple of any Lot, including the Developer, and for purposes of all obligations of the Owner hereunder, shall include all family members and tenants of such Owner and all of their guests and invitees.

(E) Developer. "Developer" shall mean and refer to HUNTINGTON PLACE DEVELOPERS, L.L.C., a Missouri Limited Liability Company, and its successors and assigns.

(F) Lot. "Lot" may mean either any Lot as platted, or any parcel or parcels or Tracts of land as conveyed, which may consist of one or more Lots, or part or parts of one or more Lots, as platted, and upon which a residence may be erected in accordance with the restrictions hereinafter set forth, or as set forth in the individual deeds from the Developer, or from its successors and assigns.

(G) Corner Lot. "Corner Lot" shall be deemed to be any Lot as platted, or any tract of land as conveyed, having more than one street contiguous to it.

(H) Restrictions. "Restrictions" shall mean and refer to the rights, reservations and limitations as to use of the Lots within the subdivision as expressed herein or in that certain Declaration of Restrictions of to HUNTINGTON PLACE (the "Restrictions") of record or to be put of record in Jackson County, Missouri concerning the District, or as may be modified, by amendments or additions thereto.

(I) Tract. "Tract" shall mean any parcel or Lot as platted and as conveyed which is designated in said plat or by separate document as such and which is by said plat or document further designated as "Lot", as such phrase is defined herein.

(J) Common Area/Private Open Space/ACCESS EASEMENT TRACT. "Common Area" or "Private Open Space" or "Access Easement Tract" shall mean and refer to such land or property as may be designated as such on the Plat of HUNTINGTON PLACE, if any, or which may hereafter be designated as such on subsequent plats of

HUNTINGTON PLACE or which may be created by separate document filed for that purpose with the Register of Deeds of Jackson County, Missouri including:

- 1) Street rights-of-way
 - 2) Streets and street islands
 - 3) Storm water detention tracts
 - 4) Gateways, entrances, monuments, berms, and other similar ornamental areas and related utilities, street lights, sprinkler systems, and landscaping constructed or installed by or for the Developer at or near the entrance of any street or along any street and any easement related thereto.
- (K) Homes Association. "Homes Association" or "Association" shall mean the Missouri not-for-profit corporation to be formed by the Developer for the purpose of serving as the Homes Association for the District.

SECTION 2. MEMBERSHIP IN ASSOCIATION

Membership in the Homes Association shall be limited to the Owners of Lots within the District and every such Owner shall be a member. The Homes Association shall have two classes of membership. Members vote to elect directors of the Association.

SECTION 3. VOTING RIGHTS

The Association shall have two classes of voting membership as follows:

(A) Class A. Each Owner, with the exception of the Developer, of a Lot in HUNTINGTON PLACE, a subdivision in the City of Kansas City, Jackson County, Missouri shall be a Class A member. Each Class A member shall be entitled to one (1) vote for each Lot upon which he holds fee simple title. When more than one person holds such interest in any Lot, all such persons shall be members and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any one Lot.

(B) Class B. The Class B member shall be the Developer. The Class B member shall be entitled to seventy-six (76) votes for each Lot or Tract within the District to which the said Developer holds fee simple title.

Each member shall have one vote for each Lot for which he is the Owner and upon which he shall not be delinquent in the payment of any assessment; provided, however, that when more than one person is an Owner of any particular lot all such persons shall be members and the vote for such Lot shall be exercised as they, among themselves,

shall determine, but in no event shall more than one vote be cast with respect to such Lot; provided, however, the Developer shall have one vote for each Lot Developer owns.

SECTION 4. LAND ENTITLED TO BENEFITS

No land shall be entitled to any of the benefits, improvements or services provided by this Association unless the Owner or Owners thereof shall have subjected their land to the terms of this Declaration and to the assessments herein provided for.

SECTION 5. USE OF COMMON AREAS

(A) Exclusive Use. Except for streets and street right-of-ways dedicated for public use on the Plat, the Owners of land within the District as it may exist from time to time shall have the exclusive right to the use of all undedicated Common Areas, if any, as designated on the plat of HUNTINGTON PLACE or as may be designated on subsequent plats of HUNTINGTON PLACE; or as may be designated by the Restrictions; or as may be created by separate document filed for that purpose with the Register of Deeds of Jackson County, Missouri by the Developer.

(B) Rules and Regulations. The Association shall have the right and power to make reasonable rules and regulations which shall govern the use of the said undedicated Common Areas.

SECTION 6. OTHER LANDS - HOW THEY MAY BE ADDED

So long as the Developer is the owner of any Land in the District, the Developer may from time to time add to the District such land as is now or hereafter owned or approved for addition by said Developer, provided that the land so added to the District shall at that time be bound by all of the terms of this Declaration and any future modifications thereof. The Association may also unite or combine with any other association similarly organized, operating on a similar basis, and having jurisdiction of land lying within Jackson County, Missouri, or any political subdivision thereof.

SECTION 7. POWER AND DUTIES OF THE ASSOCIATION

The Association shall have the following powers and duties which it may exercise and perform whenever in its discretion it may deem them necessary or desirable, to wit:

(A) Enforcement. To enforce, either in its own name or in the name of any Owner within the District, any or all Restrictions which may have been heretofore or may hereafter be imposed upon any of the land in which District, either in the form as originally placed thereon or as modified subsequently thereto provided, however, that this right of enforcement shall not serve to prevent such changes, releases or modifications as are permissible in the deeds, declarations or contracts in which such restrictions and reservations are set forth, nor shall it serve to prevent the assignment of those rights by the property parties, wherever and whenever such rights of assignment exist. The

expenses and costs of any enforcement proceedings shall be paid out of the general fund of the Association as herein provided for. Nothing herein contained shall be deemed or construed to prevent any Owner having the contractual right to do from enforcing in his own name any such restrictions.

(B) Management and Control. To manage and control as trustee for its members all public streets, sidewalks, and other public places shown on the Plat of HUNTINGTON PLACE and any and all improvements thereon, provided that such management and control of said places and improvements shall at all times be subject to that management and control had and exercised by any city, township, county and state in which said places and improvements are located.

(C) Maintenance of Trees, Shrubs and Plantings. Protect and replant trees, shrubs and plantings on all streets, and at entry monument(s).

(D) Mowing and Maintenance of Tracts B, C, D and E. Maintain tracts as may be deemed necessary or desirable in the judgment of the officers of the Homes Association and per City requirements, including mowing and removal of all rubbish.

(E) Lighting. To provide such lights as the Association may deem advisable on entrances or other features, and in other public or semi-public places, when such facilities are not available from any public source.

(F) Control of Easements. To exercise control over such easements as it may acquire from time to time.

(G) Ownership of Real Estate. To acquire and own the title to such real estate as may be reasonably necessary in order to carry out the purposes of the Association, and to pay taxes and special assessments on such real estate as may be owned by it; and to pay such taxes and assessments as may be assessed against land in streets, Common Areas, if any, and other public or semi-public places within the District.

(H) Levy and Collect Assessments. To levy and collect the assessments which are provided for in this Declaration.

(I) Maintenance Care and Replacement of Amenities. To provide for the maintenance of Tracts B, C, D and E, entrance monuments and ornamental features now existing or which may hereafter erected or created in any public or private street, Common Area, Private Open Space, parking area or other Public Place shown on the plat of HUNTINGTON PLACE, or created by separate instrument from land included as part of HUNTINGTON PLACE, or designated as Common Area on the plat of any additional land which may later be added to the District as provided in Section 6 hereof.

SECTION 8. MAINTENANCE BY DEVELOPER

Developer specifically reserves for itself the right to enter upon certain landscape buffer areas described on the recorded Plat of HUNTINGTON PLACE as "Landscape Buffer" for purposes of maintaining the same, provided Developer so advises the Association of its failure to adequately maintain the same and that if the deficiencies are not corrected within ten (10) days from the date written notice is mailed, then Developer will undertake the necessary maintenance and the Association will reimburse the Developer for the costs incurred by Developer.

SECTION 9. METHOD OF PROVIDING GENERAL FUNDS

(A) Maximum Assessment. The maximum annual assessment upon each Lot as aforesaid may be increased by an amount not exceeding two hundred percent (200%) of the original maximum annual assessment which the Association may levy and collect from year to year (the initial assessment shall be \$200), provided that a meeting of the members specially called for that purpose, prior to the date upon which the assessment is levied for the first year for which such increase is proposed, a majority of the members present at such meeting authorize such an increase by an affirmative vote therefore; and provided further, that the maximum annual assessment upon each Lot as aforesaid may be increased by an amount not exceeding three hundred percent (300%) of the said \$200.00 original maximum annual assessment, provided that at a meeting of the members specially called for that purpose, prior to the date on which the assessment is levied for the year for which such increase is proposed, sixty percent (60%) of the members present at such meeting authorize such an increase by an affirmative vote therefore.

(B) Period that Increases are Effective. Unless the increase provided for in Paragraph (A) of this Section 9 is specifically limited by the resolutions in which they are contained, to be for a specified period, they shall be effective until rescinded by the Association, at a meeting specially called for such purpose, by an affirmative vote of two-thirds (2/3) of the members present or by action taken under the terms of Paragraph (C) of this Section 9 and in either such event the rescission shall be effective commencing on the first day of the next succeeding year.

(C) Increases Beyond Limitations. It is recognized that during the period of the time this agreement may be in effect, that substantial changes may occur in the economic status of the Jackson County, Missouri, area and that in the event of such economic change, either by inflation or deflation, that there should be a provision by which the maximum annual assessment provided for herein may be decreased or increased to a degree greater than that permitted by the other provisions hereof. It is therefore provided that a resolution to such effect, adopted at a meeting of the Association specially called for that purpose, shall require a vote of three-fourths (3/4) of the members present at such meeting.

(D) Notice of Proposed Changes. Whenever the Association may deem it advisable to submit to the members a proposal under either Paragraph (A) or Paragraph (C) of this Section 9 for increasing or decreasing the permissible maximum amount of the annual assessment it shall notify the members of the Association by mailing to such

members at the last known address a notice of such meeting, giving the time and place at which it is to be held and the fact that an increase or decrease in the amount of the annual assessment is to be voted upon at such meeting.

(E) When Assessments are Effective. The first assessment shall be for the calendar year beginning after completion of the first home in the subdivision and it shall be payable as soon thereafter as possible or as soon thereafter as each individual attains membership. Thereafter, assessments for the ensuing calendar year shall be fixed and levied on or before December 1 of the preceding calendar year and shall be payable on January 1 of the calendar year for which the assessment pertains. It will be the duty of the Association, on or before that date, to the owner of each Lot of the amount of the assessment and the date when such assessment is due. Failure of the Association to levy the assessment prior to January 1st of each year for the next succeeding fiscal year, beginning on January 1st, shall not invalidate any such assessment made for that particular year; nor shall failure to levy an assessment for any subsequent year invalidate any such assessment. When the assessment is made subsequent to January 1st of any year, then it shall become due and payable not later than thirty (30) days from the date of levying the assessment. The Association may elect to permit collections in monthly, quarterly or semi-annual payments in lieu of the annual payments provided for herein.

(F) Notice. A written or printed notice addressed to the respective Owners at the last address listed with the Association deposited in the United States Post Office not less than ten (10) days prior to any event here contemplated shall be deemed to be sufficient and proper notice for these purposes or for any other purpose of this Declaration where notices are required.

(G) Contract with Owner. The Owner of each Lot subject to the assessment as herein provided in subparagraph (A) of this Section 9 shall by acceptance of a Deed to such Lot be taken to have agreed and does by these present agree to pay to the Association all assessments placed against such Lots in accordance herewith, and said Association otherwise herein granted.

(H) Quorum. The presence of members or of proxies entitled to cast fifty-one percent (51%) of all the votes of all classes 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 two-thirds (2/3) of the required quorum at the preceding meeting (i.e. $51\% \times 2/3 = 34\%$). No such subsequent meeting with a reduced quorum requirement shall be held more than 60 days following the preceding meeting.

SECTION 10. LIEN ON REAL ESTATE

(A) Lien. The assessment provided for herein, together with interest, costs and attorney's fees, shall become a lien on the Lot against which it is levied as soon as it is due and payable as above set forth, provided, however, that such lien shall be inferior and

subordinate to the lien of any valid first mortgage now existing or which may hereafter be placed on said Lot. In the event of the failure of any Owner to pay the assessment on or before the first day of February (or later than thirty (30) days from the date of the assessment) following the making of such assessment, then such assessment shall bear interest at the rate of eighteen percent (18%) per annum from the first day of January, but if the assessment is paid before February 1st, or no later than thirty (30) days from the date of the assessment, then no interest shall be charged. The Owner of any Lot, by acceptance of a deed, agrees that interest charged, other collection costs and attorney's fees be added to the lien charge against the Lot.

(B) Enforcement of Lien. On or after February 1st of each year, beginning the first year of assessments or within thirty (30) days from the date of levying the assessment for the calendar year during which and for which the assessment is levied, any unpaid assessment shall be deemed delinquent and payment of the assessment plus principal, interest and legal costs may be enforced as a lien on said Lot, in proceedings in any court in Jackson County, Missouri having jurisdiction over suits for the enforcement of such liens. The Association may bring suits to enforce such liens together with interest, costs and attorney's fees before the expiration thereof. The Association may at its discretion file certificates of non-payment of assessment in the office of the Recorder of Deeds whenever any such assessment is delinquent. For each certificate so filed, the Association shall be entitled to collect from the Owner or Owners of the property described therein a fee of \$20.00 (at least), which fee is hereby declared to be a lien upon the Lot so described in said certificate, provided that such lien shall be inferior and subordinate to the lien of any valid first mortgage now existing or which may hereafter be placed on said Lot. Such fee shall be collectible in the same manner as the original assessments provided for herein and in addition to the interest and principal due thereon.

(C) Period of Effectiveness and Continuation. Such liens shall continue for a period of five (5) years from the date of delinquency and no longer, unless within such time suit shall have been instituted for the collection of the assessment, in which case the lien shall continue until the termination of the suit and until the sale of the property under execution of the judgment establishing same.

SECTION 11. EXPENDITURES LIMITED TO ASSESSMENT FOR CURRENT YEAR

The Homes Association shall at no time expend more money within any one (1) year than the total amount of the assessment for that particular year plus any surplus which it may have on hand from prior years; nor shall the Homes Association have the power to enter into any contract which binds the Homes Association to pay for any obligation out of the assessments for any future year, except for contracts for utilities, maintenance, or similar services or matters to be performed for or received by the Homes Association or its members in subsequent years.

SECTION 12. ASSOCIATION TO NOTIFY MEMBERS OF ADDRESS

The Homes Association shall notify all Owners of land in the District as it may exist from time to time, insofar as the addresses of such Owners are listed with said Homes Association, of the official address of said Homes Association, the place and time of the regular meetings of the Homes Association, and the place where payments shall be made and any other business in connection with said Homes Association may be transacted, and in the case of any other business in connection with said Homes Association may be transacted, and in the case of any change of such address the Homes Association shall notify all the Owners of the land in the District, insofar as their addresses are listed with the Homes Association, of the new address. Notice to one co-owner shall constitute notice to all co-owners.

SECTION 13. PARTIAL INVALIDITY

Prior to the actual organization or incorporation of the Association contemplated by the terms of this Declaration, the Developer shall have the right at its option to perform the duties, assume the obligations, levy and collect the assessments, and otherwise exercise the powers herein given to the Association, in the same way and manner as though all of such powers and duties were hereby given directly to the Developer. The Association contemplated by the terms of this Declaration shall not assume any of the rights as temporary Trustee. The Developer may, by appropriate agreement made expressly for that purpose, assign or convey to any person or corporation any or all of the rights, reservations, and privileges reserved by it in this Section 13, and upon such assignment or conveyance being made, its assigns or grantees may at their option exercise, transfer or assign such rights at any time or times, in the same way and manner as though directly reserved by them, or it, in this instrument.

SECTION 15. TO OBSERVE ALL LAWS

Said Association shall at all times observe all applicable State, County, and City laws, and if at any time any of the provisions of this Declaration shall be found to be in conflict therewith then such parts of this Declaration as are in conflict with such laws shall become null and void, but no other part of this Declaration not in conflict therewith shall be affected thereby. The Association shall have the right to make such reasonable rules and regulations, and provide such means and employ such agents as will enable it to adequately and properly carry out the provisions of this Declaration, subject, however, to the limitations of its rights to contract as are herein provided for.

SECTION 16. AMENDMENT

By written consent of the Owners of two-thirds (2/3) of the Lots within the District as then constituted, evidenced by a Declaration duly executed and acknowledged by such Owners and recorded in the office of the Recorder of Deeds of Jackson County, Missouri,

this instrument may be modified and amended, provided, however, that no right to exceed the maximum annual assessment herein provided for may be given.

SECTION 17. HOW TERMINATED

This Declaration may be terminated, and all of the land now or hereafter affected may be released from all of the terms and provisions thereof, by the Owners of all the Lots then subject thereto, executing and acknowledging an appropriate agreement or agreements for that purpose and filing the same for record in the office of the Register of Deeds of Jackson County, Missouri.

SECTION 18. COVENANTS RUNNING WITH THE LAND

All of the provisions of this Declaration shall be deemed to be covenants running with the land, and shall be binding upon the Developer and upon its successors and assigns.

IN WITNESS WHEREOF, the Developer has caused these presents to be executed this 9th day of October, 2002.

HUNTINGTON PLACE DEVELOPERS, L.L.C.

By: H. Steven Rothstein
 Manager H. Steven Rothstein

STATE OF Kansas)
) Ss:
 COUNTY OF Wyandotte)

BE IT REMEMBERED that on this 9th day of October, 2002, before me the undersigned, a Notary Public in and for the County and State aforesaid, came H. Steven Rothstein, Manager of HUNTINGTON PLACE DEVELOPERS, L.L.C., and who is personally known to me to be such officer, and who is personally known to me to be the same person who executed the foregoing instrument on behalf of such corporation, and such person duly acknowledged the execution of the same to be the act and deed of such corporation.

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

AM Geolas
 NOTARY PUBLIC AM Geolas

AM GEOLAS
 My Commission Expires: 2/19/04