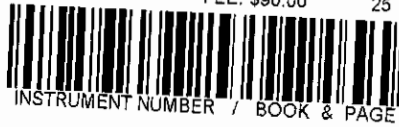


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Anissia Manuleleua, Recorder of Deeds

Jackson County
Recorder of Deeds
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Anissia Manuleleua
Recorder of Deeds

415 E. 12th Street, Room 104
Kansas City, MO 64106

112 W. Lexington, Suite 30
Independence, MO 64050

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DECLARATION
OF COVENANT, CONDITIONS AND RESTRICTIONS
OF
KENSINGTON PLACE
dba: RENAISSANCE PLACE

THIS DECLARATION, made on the date hereinafter set forth by Kensington Redevelopment Corporation, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in Kansas City, County of Jackson, State of Missouri, which is more particularly described as:

This is a subdivision of lands in the Southeast Quarter (SE ¼) of Section 3, and in the Northeast Quarter (NE ¼) of Section 10, Township 49, Range 33, Kansas City, Jackson County, Missouri, described as follows: Beginning at the Northeast corner of the northeast Quarter (NE ¼) of said Section 10; thence South 2°18'55" West, along the East line of said quarter section, 1291.90 feet to a point on the prolongation East of the South line of Haverhill, a subdivision, now vacated, in said City, County, and State; thence North 87°37'01" West along said prolongation and along said South line, 1265.68 feet to a point on the East line of Cleveland Avenue, as now established, 40 feet East of the West line of the Northeast Quarter (NE ¼) of the Northeast Quarter (NE ¼) of said Section 10; thence North 2°16'23" East, parallel with said West line and along the East line of said Cleveland Avenue, 1018.50 feet to a point 25 feet South of the North line of 18th Street, as now established; thence South 87°19'06" East, parallel with said North line, 148.00 feet to a point on the prolongation South of the East line of Lot 12, Redfield Place, a subdivision in said City, County, and State; thence North 2°16'23" East, along said prolongation and along said East line, 40.00 feet to a point 15 feet North of the Southeast corner of said Lot 12; thence South 87°19'06" East, 96.28 feet; thence Easterly and Northeasterly along a curve to the left from the last described course as a tangent, having a radius of 610.00 feet and a central angle of 38°18'52", a distance of 407.92 feet; thence Northeasterly and Easterly along a curve to the right, having a common tangent with the last described curve, a radius of 690.00 feet and a central angle of 38°18'52", a distance of 461.41 feet to a point 40.00 feet North of the South line of the Southeast Quarter (SE ¼) of said Section 3; thence South 87°19'06" East, parallel with said South line, 159.11 feet; thence Easterly, Northeasterly and Northerly, along a curve to the left from the last description course as a tangent, having a radius of 15.00 feet and a central angle of 90°36'25", a distance of 23.72 feet; thence South 87°55'31" East, 37.65 feet to a point on the East line of the Southeast Quarter (SE ¼) of said Section 3; thence South 2°13'44" West along said East line, 55.56 feet to a point on the North line of the Northeast Quarter (NE ¼) of said Section 10; thence South 87°19'06" East, along said North line, 2.50 feet to the point of beginning.

NOW THEREFORE, Renaissance Place Homeowners Association (HOA) hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restriction, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to Kensington Place Homes Association dba Renaissance Place Homeowner Association, 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 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:

Tracts A, B, C and D, Kensington Place, as recorded in Kansas City, Jackson County, Missouri under the parcel finder (maps.kcmo.org/apps/parcelviewer).

Section 5. "Lot" shall mean and refer to any lot shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 6. "Declarant" shall mean and refer to the Kensington Redevelopment Corporation, its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development. (Voided January 1, 1985)

Section 7. "Free-Standing Storage Building," as the word is used in this declaration, is intended to mean an enclosed, covered structure not directly attached to the dwelling which it serves.

ARTICLE II

PROPERTY RIGHTS

Section 1. Owner's 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, subject to the following provisions:

- a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;
- b) the right of the Association to suspend the voting rights of any owner for any period during which any assessment against his Lot remains unpaid; and for a period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;
- c) the right of the Association to 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 signed by two-thirds of each class of members has been recorded.

Section 2. Use by Family and Others.

Any owners right of enjoyment to the Common Areas and facilities shall automatically extend to the members of his family, and/or guest who reside or visit on the property. The homeowner is responsible for said family or guests.

To be clear, rental properties are not allowed to be maintained within the boundaries of the Kensington Place dba Renaissance Place homes area.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership.

Every owner of a Lot 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 and residential units which may be added at a later date and may not be separated from ownership of any Lot or Unit which is subject to assessment.

Section 2. The Association shall have one class of voting membership.

Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot, as stated in Section 1. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event, shall more than one vote be cast with respect to any Lot, or Unit.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessment.

Each Lot owned within Kensington Place, hereby covenants, and each Owner of any Lot, or Unit by acceptance of a deed therefore, 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 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, or unit, and shall be a continuing lien upon the property against which each such assessment is made. Each such

assessment, together with interest, costs for filing fees 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 in the Kensington Subdivision and for the improvement and maintenance of the Common Area.

Section 3. Basis and Maximum of Annual Assessments.

Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be ONE HUNDRED AND TWO and NO/100 DOLLARS (102.00) per Lot.

- a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased effective January 1 of each year without a vote of the membership in conformance with the rise, if any of the Consumer Price Index (published by the Department of Labor, Washington D.C.) for the preceding month of July.
- b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above that established by the Consumer Price Index formula by a vote of the members for the next succeeding period of one year, provided that any such change shall have the assent of two-thirds (2/3) of the votes 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 no less than 30 days nor more than 60 days in advance of the meeting and stating 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 of consolidation in which the Association is authorized to participate under its Articles of incorporation.

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 assessments shall have the assent of two-thirds (2/3) of the votes 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 for Assessments.

Written notice of any meeting called for the purpose of taking any action authorized regarding assessments shall be sent to all members not less than thirty (30) days nor more than sixty (60) 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 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 sixty (60) days following the preceding meeting, nor less than thirty (30) days following the preceding meeting.

Section 6. Uniform Rate of Assessment.

Both annual and special assessments must be fixed at a uniform rate for each Lot, Unit, and may be collected on a monthly basis.

Section 7. Date of Commencement of Annual Assessments Due Dates.

The Board of Directors shall fix the amount of the annual assessment against each Lot, or 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, or Unit, have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot, or Unit, is binding upon the Association as of 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 current rate of interest, that being known as the "prime" rate. 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.

Section 9. Subordination of the Lien to Mortgages.

The lien of the assessments provided for herein shall be subordinated to the lien of any first mortgage. Sale or transfer of any Lot pursuant to mortgage foreclosure of any proceeding in lieu thereof extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V

Section 1. Architectural Control.

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Kensington Subdivision, nor shall any material addition to or change or alteration therein be made until the plans and specifications, to be kept at minimal cost to the owner, 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 Control Committee composed of three or more representatives, whose number and qualifications are to be determined by the Board of Directors of the Association, appointed by the Board of Directors of the Association.

Section 2. Committee Approval or Disapproval.

The Committee's approval or disapproval as required in this Article shall be in writing. In the event the Committee fails to approve or disapprove an application within

thirty (30) 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 complied with. Disapproval of plans and specifications by the Committee are to be based upon those standards for harmony of external design and location in relation to surrounding structures and topography as stated in Section 1 of this Article. Applicants may appeal disapprovals of aforementioned plans and specifications to the Board of Directors of the Association within ten (10) days of the receipt of the written disapproval made by the Architectural Control Committee. The Board of Directors of the Association shall send their acceptance or rejection of the appeal of the rejection of the plans and specifications submitted to the Architectural Control Committee by the owner, to the owner in writing within a ten (10) day period. All decisions of the Board of Directors of the Association become final and binding upon the owner.

Section 3. Redecoration.

Redecoration, repainting, renovation and any modifications to the exterior of any structure, including landscaping changes from those original landscaping installations made by the builder or builders or their designated sub-contractors, of any house within the boundaries of Renaissance Place/ Kensington Place or Kensington Subdivision, must be submitted for approval in the same manner as for new construction and will be subject to the same Committee approval procedures as set out in Section One (1) and Two (2) above. Provided, however, that approval shall not be necessary where no material change is being made. Redecorating shall also be defined and refer to re-seeding or re-sodding when necessary but shall not require Committee approval. Continuing maintenance of lots are the responsibility of Owners.

ARTICLE VI

VEHICULAR PARKING

Section 1. Inoperative vehicles.

On-site vehicular parking is provided for each individual lot of that section of the Subdivision known as Kensington Place which comprises single-family dwelling units. No vehicle which is inoperative, in the commonly accepted sense of the term, may remain parked on the street in front of any dwelling unit for a period of more than forty-eight (48) hours. Such vehicles, at the end of the aforesaid period of time, will be towed from Kensington Subdivision and the expense for such towing will be borne by the owner of said vehicle.

Recreational Vehicles.

No recreational vehicle (RV), trucks, trucks with camper tops, boats, boat trailers, house, trailers, trailers or any similar items shall be stored in the open on any Lot or parked for more than forty-eight (48) hours in front of any residence within the Kensington Subdivision.

ARTICLE VII

LAND USE

Section 1. Single-Family Dwellings Only.

Each numbered lot shall be used only for a single detached single-family dwelling, provided, however, that nothing in this instrument contained or in any

reservation, restriction or covenant herein set forth shall be applicable to or in any wise be construed to prohibit, limit or effect the erection and maintenance upon any lot or lots, tracts or parts thereof of any church or place of public worship, or school except that the Renaissance Place HOA, successors and assigns, reserves the right to approve the building plans and specifications of any such structures as provided in these declarations.

Section 2. Businesses.

No business, other than those commonly understood to be home businesses such as dressmaking, seam stressing, tailoring and other activities not considered by other owners as being an annoyance or nuisance, nor commerce or trade activity shall be carried on upon any lot or at any location within the boundaries of Kensington Place, or Kensington Subdivision.

Section 3. Temporary Residences.

No trailer, basement, tent, shack, garage, barn or other accessory building in the subdivision shall at any time be used as a residence of a temporary character.

Section 4. Structures Not Erected by Developer.

No structure shall be moved onto any lot or tract in the Kensington Subdivision unless it meets with the written approval of the Renaissance Place HOA, its successors and assigns or the duly constituted enforcement agencies as herein provided.

ARTICLE VIII

FRONTAGE AND SQUARE FOOTAGE

Section 1. Minimal Square Footage.

Every dwelling erected on any lot in Kensington Place shall front or present a good frontage on the street on which said lot fronts. Dwellings on corner lots shall have a presentable frontage on all streets on which the particular corner abuts. No dwelling shall be erected having less than 1,200 square feet of finished living space.

ARTICLE IX

FREE-STANDING BUILDING REQUIREMENTS

Section 1. Free-Standing Buildings.

No free-standing building or detached garages shall be permitted on any lot or tract in the Kensington Subdivision without approval of the Architectural Control Committee.

ARTICLE X

DWELLING SETBACK

Section 1. Building Lines.

No dwelling or any part thereof shall be erected or maintained on any lot nearer to the adjoining street or streets than the building lines shown on the recorded plat.

ARTICLE XI

DWELLING FREE SPACE

Section 1. Side Clearance.

No part of any dwelling shall be erected or maintained nearer than seven (7) feet to the side or property line of the lot on which the same is erected, except that cornices, spoutings, chimneys and purely ornamental projections may extend two (2) feet beyond the required side clearance.

ARTICLE XII

SIGHT DISTANCE AT INTERSECTIONS

Section 1. No Sight Obstructions.

No fence, wall, hedge or shrub planting which obstructs sight lines at a height greater than two and one-half (2 ½) feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines. The same sight line limitations shall apply on any lot within sixty-five (65) feet from the intersection of the street property line with the edge of a driveway. No trees shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

ARTICLE XIII

EASEMENTS

Section 1. No Permanent Construction on Easements.

No building, chain link fences or other permanent structure shall be erected or maintained on any part of any area indicated as "easement", but the Owners of Lots may erect and maintain a fence made of vinyl, or wrought iron, composite or wood only and approved only by the Architectural Control Committee, or hedge along the property line within such easement, but subject at all times to the proper right to use such area which requires prior approval by the City of Kansas City, Missouri or public utility.

Section 2. Right Reserved to Locate Easements.

The right is reserved to locate, construct, erect and maintain, or cause to be located, constructed, erected and maintained, within the areas indicated on the plat as "Easement", sewer and other pipelines, conduits, poles, wires, anchors and any other method of means of conducting or performing any public or quasi-public utility or function, on, above or beneath the surface of the ground, and to repair and maintain the same.

ARTICLE XIV

SIGNS, BILLBOARDS AND MISCELLANEOUS PROVISIONS

Section 1. Signs.

The construction or maintenance of signs, billboards or advertising structures or advertising of any kind on any lot is prohibited, except that one sign or billboard advertising the-sale of real property shown on the recorded plat is permitted, provided it does not exceed one by one and one-half (1 X 1 ½) feet in size, and except that signs of larger size may be erected with the approval of the Architectural Control Committee with respect to the property, advertising such property as a whole.

Section 2. Tanks.

No tank for the storage of oil or other fluids may be maintained on any lot or tract above or below the surfaces of the ground.

Section 3. Fences.

No fence shall be erected or maintained on any lot nearer a front or side street than the building line. No fence may be constructed without prior approval of the Architectural Control Committee, such approval being contingent upon type, size, style and color of fence material of vinyl, wrought iron, composite, or wood being the only permissible and acceptable material.

Section 4. Animals.

No animals, livestock or poultry of any kind shall be raised, bred, or kept, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes. No pets, household or otherwise, may be kept in front of any dwelling unit and may only be kept in an enclosure fully complying with City Ordinances relevant to domestic animals within the City limits. The number and types of pets shall comply with the Ordinances of Kansas City, Missouri.

Section 5. Enterprises.

No commercial or business enterprises other than those commonly understood to be home businesses may be conducted or operated from any dwelling or accessory building within the boundaries of the Kensington Subdivision.

Section 6. Refuse.

No refuse, trash, ashes or other refuse of any kind may be deposited, stored, thrown or dumped on any lot or tract in the Kensington Subdivision. Refuse, trash or other materials to be collected and to be disposed of as refuse, on a regular basis, shall be placed at curb-side on the day on which regular collection is scheduled, but shall not be done so more than twelve (12) hours in advance or the schedule day for collection so as to prevent the refuse from becoming strewn about in the subdivision.

Section 7. Antennae, Wires and Towers.

No radio, television or any other type of transmitting or receiving antennae, nor structure such as a tower for the same uses, nor lightning rods, nor weather vanes shall be erected or maintained on the roof of any structure more than five (5) feet higher than the roof of any structure within the boundaries of the Kensington Subdivision. No towers or antennae for the reception or transmission of electromagnetic signals may be erected in the rear or on any side of any structure within the boundaries of the Kensington Subdivision.

Section 8. Storage of Materials.

No building material of any kind or character shall be placed or stored upon any lot or tract until the owner thereof is ready to commence improvements and then the material shall be placed within the property lines of the plot or tract upon which the improvements are to be made, and shall not be placed in the streets or between the curb and property line.

Section 9. Failure to Advise Architectural Control Committee.

Failure to advise the Architectural Control Committee of any and all modification, completed or anticipated, may cause said modification or modifications to be removed by the owner, if said modifications are not within the previously prescribed Articles.

ARTICLE XV

ORDINANCES AND RESTRICTIONS

Section 1. City Ordinances.

Nothing contained herein shall in any way be construed to abrogate, nullify, or otherwise affect the application of the Ordinances of the City of Kansas City, Missouri to the heretofore described subject property.

Section 2. Urban Renewal Plan Restrictions.

The restrictions contained in the Urban Renewal Plan for the Clearance Section of the East 23rd Street Urban Renewal Area now in effect, and as it may be duly amended from time to time, shall be binding and effective upon all owners, purchasers or leases of land, their heirs and assigns, for a period of time as set forth in the Urban Renewal Plan or until such time that the Plan is terminated as provided for under said Plan.

ARTICLE XVI

DURATION

All restrictions and covenants herein set forth shall continue and be binding upon the Association and upon its grantees, heirs, successors and assigns for a period of twenty-five (25) years from the date this instrument is filed for record in the office of the Department of Records, Jackson County, Missouri, and shall automatically be extended thereafter for successive periods of ten (10) years.

This Declaration may be amended at any time by an instrument signed by not less than seventy-five percent of the Lot owners. If the required quorum is not present, another meeting may be called subject to the 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 sixty (60) days following the preceding meeting, nor less than thirty (30) days following the preceding meeting. Any such amendment must be recorded in the office of the Department of Records of Jackson County, Missouri.

ARTICLE XVII

RIGHT TO ENFORCE

The restrictions herein set forth shall run with the land and bind the Association, its grantees, successors and assigns, and all parties claiming by, through or under it or then shall be taken to hold, agree and covenant with the Declarant, its grantees, successors and assigns, and with each of them, to conform to and observe said restrictions as to the use of said lots and tracts and the construction of improvements thereon, but no

restrictions herein set forth shall be personally binding on any corporation, person or persons, except in respect to breaches committed during its, his or their seisen of title to said land. The owner or owners of any of the above land shall have the right to sue for and obtain an injunction, prohibition or mandatory, to prevent the breach of or to enforce the observance of the restrictions above set forth in addition to ordinary legal action for damages, and failure of the Association or the owner or owners of any lot, lots, or tracts shown on this plat to enforce any of the restrictions herein set forth at the time of its violation shall, in no event, be deemed to be a waiver of a right to do so thereafter. Said right of enforcement may also be exercised by Kensington Homes Association, Renaissance Homeowners Association and its duly constituted committee or Board or its or their successors in name, title or interest, and the lots and tracts within this subdivision of Kensington are hereby brought within the applicable terms and provisions of the incorporation proceedings and charter of said Kensington Homes Association, Renaissance Place Homeowners Association.

ARTICLE XVIII

ASSOCIATION'S RIGHT TO ASSIGN

The Association, by appropriate instrument, may assign or convey to any person, persons, organization or corporation any or all the rights, reservations, easements and privileges herein reserved by it and, upon such assignment or conveyance being made its grantees or assigns may, at their option, exercise, transfer or assign such rights, reservations, easements and privileges, or any one or more of them, at any time or times, in the same way and manner as though directly reserved by it or them in this instrument. (Due to null date of January 1, 1985)

ARTICLE XIX

POWERS AND DUTIES

Subject to and as limited by the provisions, limitations and reservations of this Declaration, the Kensington Homes Association shall have the following powers and duties, and may exercise, perform and discharge all or any of such powers and duties.

Section 1. Enforcement.

Enforcement, without prejudices to, any Owner of improved property to so enforce, certain restrictions including building restrictions, now imposed and governing the use and occupancy of the property first hereinabove described, said restrictions being created, fully set out, described in and imposed by a Declaration of Restrictions dated July 13, 2021 and recorded Sept 17, 2021 in the office of the Department of Records in and for Jackson County at Kansas City, Missouri, as Document Number 2021E0098503. Such right shall extend to and include such other and additional restrictions which may hereinafter be brought within or subjected to the terms and provisions of this Declarations.

Section 2. Mowing.

The Association is to require the Owners of all property, now included within the property first hereinabove described, or which may hereafter from time to time be brought within the terms and provisions of this Declaration, at their own cost and expense, to mow, and remove grass and weeds over their entire property except where in garden. If such work is not done by any property Owner or Owners within a reasonable

length of time, the Kensington Homes, Renaissance Place Homeowners Association may have such work done and charge the cost thereof, at the current market rate for such a service, to such property Owner or Owners and such cost shall be and become a lien against such property as of the date such work is completed and shall bear interest at the current rate of interest commonly known as the "prime" rate, from the date of such lien until fully paid.

Section 3. Refuse Collection, Snow Removal, Tree and Shrub Spraying.

The Association will provide for the collection of trash, debris, and garbage wrapped in newspaper and placed in a suitable refuse container as per current City Ordinances pertaining to such matters, and for the spraying and trimming of trees and shrubs upon the streets and adjacent parking areas and on Common Area lots so designated, which may be set apart for park or ornamental purposes, and to provide for the removal of snow from streets unless such service or services are provided by the City.

Section 4. Other Duties and Services.

The Association is to perform such other duties and services for the benefit of the property as may from time to time be brought within the provisions of this Declaration, as may be authorized by a majority vote of the then Owners of improved property as hereinafter provided. Liability insurance coverage for those areas designated as Common Areas will be obtained by the Association.

Section 5. Association Expense Payment.

The Association is to pay from the funds of the Association all office expenses, including clerical and stenographic assistance, stationery, postage, printing and such other expenses, including legal expenses and costs of incorporation as may be necessary or desirable in performance of its duties.

ARTICLE XX

COVENANTS RUNNING WITH THE LAND

Section 1. Binding Covenants.

The provisions hereof, when applicable, shall be deemed to be covenants running with the land and to inure to the benefit of and be binding upon present and future Owners of all lands now or hereafter effected thereby, and to and upon their respective heirs, successors, grantees and assigns. Reference to this Declaration in any plat, deed or instrument of conveyance shall be deemed as sufficient notice of the terms and provisions thereof to any person claiming under or by reference to any such plat, deed or instrument of conveyance.

ARTICLE XXI

KENSINGTON SUBDIVISION MANAGEMENT AND OPERATIONS

(suspended Until Needed)

Section 1. Operations and Assessments.

The Kensington Homes Association shall select and contract for the services of a management company, renewable on an annual basis, to care for and maintain the Common Areas and for additional duties or responsibilities to be delegated as the needs

arise, by the Association. The management company will be charged with the responsibility for the overall daily administration of aforesaid covenants, restrictions, maintenance and operations of the Kensington Subdivision. Specific duties will be outlined at a special meeting of the Association called for the purpose and for the purpose of choosing said management company and the amount of its reimbursement, and will outline procedures for the choice of another management company in case of inability to perform on the part of the first chosen company. Dissatisfaction upon the part of a majority of the membership of the Kensington Homes Association, must be conveyed in writing, within ten (10) days to the management company. Failure to respond to said written dissatisfaction by the management company may be taken as an indication of bad faith on the part of the management company and be reason for possible re-negotiation of contractual relations between the Association and the management company.

Section 2. Assessment for Services.

As stated in Article IV, Section 3 of these Covenants, each unit of improved property in the Kensington Subdivision, shall be assessed and be liable for the payment of a sum not less than TWO HUNDRED AND FORTY-TWO NO/100 DOLLARS (\$242.00) per annum, payable at the rate of not less than TWENTY AND 17/100 DOLLARS (\$20.17) per month times eleven months and TWENTY AND 13/100 DOLLARS times one month, payable to the management company chosen by the Association at a special meeting for that purpose, commencing with the month each residential unit becomes occupied by its owner. The management company selected shall be known and is hereby designated as Escrow Agent. Upon the resignation, refusal or inability of said Escrow Agent, so designated, to act, a succeeding and substitute Escrow Agent will be selected by the Association at a special meeting held for such purposes, and said escrow agent shall succeed to the powers and discharge the duties hereby created and imposed. If no Escrow Agent is contracted these services shall be designated to the Treasurer.

Section 3. Collection of Assessments.

The Escrow Agent or Treasurer shall collect from the mortgage holders or their agents or from the owners of improved property all such assessments, said collection to be made not less frequently than once each month. The first collection to be made not more than one month after the date of occupancy by Owners of dwelling units. The Escrow Agent or Treasurer shall pay from and out of said fund of assessments and in so far as practicable in the following order:

First, the Escrow Agent ONLY shall collect the cost and expense of collecting and administering said fund of assessment which shall be seven percent (7%) of such fund in any one year.

Second, if any Escrow Agent is designated, any yearly balance, remaining in said fund after the above disbursement, shall be paid by the Escrow Agent, previously referred to as Management Company, or as a specifically designated Escrow Agent, which is not, by choice of the Association, connected with the Management Company, to the Kensington Homes Association or its duly elected and designated Secretary-Treasurer, for the general purposes of the Association.

ARTICLE XXII
ASSOCIATION OPTION TO PURCHASE

Section 1. Option of the Association to Purchase.

If an Association member wishes to sell his home, he shall notify the Association in writing of such intention and the Association shall have an option for a period of thirty (30) days thereafter, but not the obligation, to purchase the home, together with all of the member's right with respect to the dwelling unit, at an amount to be determined by two independently made appraisals, whose appraised values shall be averaged. The averaged appraisals shall be made so that a determination of the fair market value of the dwelling unit may be made.

One independent appraiser shall be appointed by the Board of Directors of the Kensington Homes Association. The second appraiser may be provided by the Owner. The Owner may waive his right to appoint an appraiser, in which event, the Board of Directors shall make the second appointment. The two appraisers must be qualified to make urban appraisals and must be members of the Appraisers Institute or the American Society of Appraisers.

Section 2. Procedure Where the Association Does Not Exercise Option.

If the Association waives, in writing, its right to purchase the Owner's home under the foregoing option, or if the Association fails to exercise such option within the thirty (30) day period, the Owner may sell his home to any person who has been qualified by the Mortgagee. The decision to exercise or waive the aforesaid option to purchase shall remain with the Board of Directors who shall not be held under any liability to the members of the Association for exercising or for failing to exercise the aforesaid option.

ARTICLE XXIII
GENERAL PROVISIONS

Section 1. Enforcement.

The Association, or 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 herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability.

Invalidation of any one of these covenants or restrictions by judgement or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Amendment.

The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty-five (25) years from the date of this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty-year period by an instrument signed by not less than ninety percent (90) of the Lot Owners, and therefore

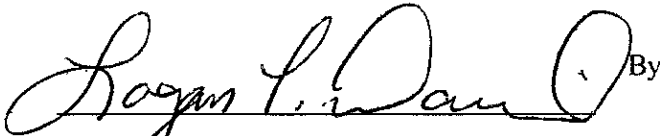
by an instrument signed by not less than (75%) seventy-five percent of the Lot Owners.
Any amendments must be recorded.

ARTICLE XXIV

ANNEXATION

Additional residential property and Common Area may be annexed to the
Properties with the consent of two-thirds (2/3) of each class of members.

IN WITNESS WHEREOF this Declaration is executed this 13 day of July
2021.

 By
Logan T. Daniels Sr.
President

Attest:

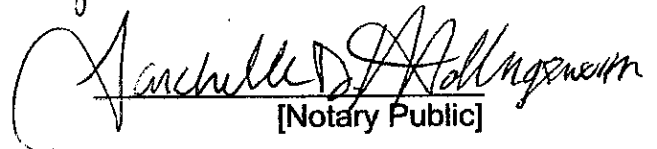
Secretary Leslie Flowers-Wilson

**MISSOURI NOTARIAL CERTIFICATE
(JURAT)**

State of Missouri
County and or City of Jackson

Subscribed and affirmed before me this 20th day of August, 2021.

[Seal]


[Notary Public]

Tanchelle Denise Hollingsworth
Notary Public - Notary Seal
STATE OF MISSOURI
Comm. Number 21666191
Jackson County
My Commission Expires: Feb. 7, 2025