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STATE OF MISSOURI
COUNTY OF PLATTE SS
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RECORDED BOOK 991 PAGE 877
IDA COX, PLATTE CO. RECORDERGloria Bryer 33.75
Deputy 16.25**HUNTERS RIDGE-SECOND PLAT
HOMES ASSOCIATION DECLARATION***See Land*

THIS DECLARATION is made this 15th day of ^{November} ~~September~~, 2002, by HUNTERS RIDGE PROPERTIES, L.L.C., (hereinafter referred to as "HRP" or "Grantor"), for the benefit of THE BARRY HARBOR HOMES ASSOCIATION, (hereinafter referred to as "Grantee," whose mailing address is: c/o Michael P. Keleher, 403 NW Englewood Road, Gladstone, Missouri 64118).

Legal-Ex.A

WHEREAS, HRP, the developer of the Subdivision, is now developing said Subdivision for high-class residential purposes and it is the desire of the undersigned owner of the land in said Subdivision to continue the development of such land for such purposes and for the creation and maintenance of a residential neighborhood possessing features of more than ordinary value to a residence community; and

WHEREAS, in order to assist the undersigned owner and its Grantees in providing the necessary means to bring this about, said owner does hereby subject all of the lots, tracts of land and living units in the Subdivision to the following covenants, charges and assessments.

SECTION 1. DEFINITION OF TERMS USED

The term "district" as used in this Declaration shall mean, unless and until extended as hereinafter provided, all of the land now platted as the subdivision (consisting of Lots 26 through 48 inclusive in HUNTERS RIDGE-SECOND PLAT, a subdivision in Kansas City, Platte County, Missouri), according to the recorded plat thereof as more particularly described on Exhibit A.

The terms "improved property" and "improvements" as used herein shall mean a lot or tract under single ownership, or a living unit where a townhouse, duplex, or apartment has been erected on a single lot or tract, and the ownership of said townhouse, duplex, or apartment has been divided by means of a party wall agreement or a condominium declaration. Any other land covered by this Declaration shall be deemed to be vacant and unimproved.

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This document has been recorded in the
Platte County Recorder's Office. Contact this
office for certified copies: Recorder of Deeds
- Ida Cox, 415 3rd St., Suite 70, Platte City,
MO 64079, (816) 858-3326

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The term "homes association property" as used herein shall mean all private streets, alleys and drives, private sidewalks, private walkways, private parking lots, private recreational areas, private parks, private lakes, private gardens, private fences, private ornamental areas and other private areas, the use of which is dedicated to, set aside for the use of, or leased to, all of the owners within the district who are members in good standing of the homes association.

The term "owners" as used herein shall mean those persons, partnerships or corporations which may, from time to time, own the lots, tracts or living units within the district.

The term "living unit" shall mean and refer to any portion of a building designed and intended for use and occupancy as a residence by a single family whether in a building designed as a single family dwelling, duplex, or apartment.

SECTION 2. IMPROVEMENTS UNDER MANAGEMENT OF ASSOCIATION

All improvements upon and to the land in the district and homes association property shall be under the management and control of HRP, except that at such time as the occupancy permit is issued for each residence constructed on the lots subject hereto, then such management and control as to that particular lot on which the occupancy permit has been issued shall revert to Barry Harbor Homes Association, a Missouri not-for-profit corporation (hereinafter referred to as the "Association"), as hereinafter provided. It is understood that the membership of the Association shall be limited to persons or entities qualified for such membership in accordance with the Bylaws of the Association and the provisions of this Declaration. Such management and control of said improvements shall at all times be subject to that had and exercised by the City of Kansas City, Platte County, the State of Missouri, or other governmental body. In addition thereto, HRP and thereafter the Association shall have such powers and duties as may be hereinafter set forth, all of which may be exercised, assumed or relinquished at the direction of HRP during the time it retains management and control and to the Association as such management as to each lot reverts to it as herein-above set forth.

The Association shall be the sole judge of the qualifications of its members and of their right to participate in its meetings and proceedings, except as herein provided.

SECTION 3. POWERS AND DUTIES OF THE ASSOCIATION AS TRUSTEE

HRP, while it retains management and control, and thereafter the Association as each occupancy permit is issued as herein set forth, shall have the following powers and duties, provided that nothing herein contained shall be deemed to prevent any owner otherwise having the right to do so from enforcing any one or more building or use restrictions in that owner's own name:

1. To enforce either in its own name or the name of any owner within the district, any or all building or use restrictions which may have been heretofore or may hereafter be imposed upon any of the land in said district, either in the form as originally placed thereon, or as modified

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subsequently thereto; provided, however, that this right of enforcement shall not serve to prevent such charges, releases or modifications of restrictions or reservations being made by the parties having the right to make such changes, releases or modifications as are permissible in the deeds, declarations, contracts or plats in which such restrictions and reservations are set forth, nor shall it serve to prevent the assignment of those rights by the proper parties, whenever and wherever such right of assignment exists. The expense and cost of any such proceedings shall be paid by HRP as if incurred at such time as management and control has reverted to the Association as hereinabove provided them out of the general fund of the Association as provided herein.

2. To provide for the plowing and removal of snow from sidewalks, alleys, driveways, walkways, parking areas, and private streets.

3. To care for, spray, trim and protect and replant trees on all streets and in other public places; to care for, protect and replant shrubbery and re-sow grass in the areas or tracts set aside for the general use of the owners of the district.

4. To mow lawns, pick up and remove loose material, trash and rubbish of all kinds, and to do any other things necessary or desirable in the judgment of the officers of HRP or, if applicable, the Association, to keep the lawns and vacant property in the district neat in appearance and in good order.

5. To provide such lights as HRP or, if applicable, the Association may deem advisable on streets, parks, parking areas, gateways, walkways, entrances or other features on homes association property.

6. To provide for the periodic collection of rubbish and for the disposal of such rubbish as is collected.

7. To provide for the maintenance and operation of any country clubs, playgrounds, lakes, swimming pools, tennis courts, recreational areas or facilities, gateways, entrances, walkways, gardens and other ornamental features now existing or which may hereafter be erected or created in said district on any street or on any land set aside for the general use of the members of the Association or to which all such members have access and the use thereof.

8. To provide for the suspension of the rights and privileges of any member to use the aforesaid country club, playgrounds, lakes, swimming pools, tennis courts, recreational areas or facilities, and any other privileges as a member of the Association, for any period during which any dues or assessment remains unpaid, and for a period not to exceed thirty (30) days for any infraction of its published rules and regulations.

9. To provide for reasonable admission and other fees for the use of the country club, playgrounds, lakes, swimming pools, tennis courts, recreational areas or facilities maintained and operated by it.

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10. To exercise such control over easements as it may require from time to time, and if it deems appropriate to provide for the maintenance thereof.

11. To repair or maintain, repave and reconstruct paved streets, driveways, apartment parking lots, lanes, walkways and pedestrian ways, except those streets and sidewalks which are dedicated to public use.

12. To erect and maintain signs for marking of streets.

13. To repair or maintain sanitary sewer and storm sewer facilities within the district.

14. To acquire and own the title to such real estate as may be reasonably necessary to carry out the purposes of the Association, and to pay taxes on such real estate as may be owned by it.

HRP specifically reserves the right to designate a successor for purposes of management and control as to each lot and any common areas until such time as the occupancy permit is issued, such designation of successor to be by writing recorded with the recorder of deeds of the county in which the property is located. Any such designation shall not extend to any previous action of management or control and shall extend only prospectively from and after the date of the successor designation.

SECTION 4. METHOD OF PROVIDING GENERAL FUNDS

After the reversion of management and control but only with respect to each lot after issuance of the occupancy permit for that lot as set forth in Section 2 above, for the purpose of providing a general fund to enable the Association to perform the duties and to operate and maintain the improvements herein provided for, all living units and unimproved lots and tracts in the district subject to this Declaration (except for any living units and unimproved lots and tracts owned by HRP or by a builder) shall be subject to assessments to be paid to the Association by the respective owners thereof in accordance with the provisions of this SECTION 4 after management and control has reverted to said Association. Such assessments shall be no higher than that set by said Association for equivalent residences in BARRY HARBOR subdivision in Kansas City, Platte County, Missouri, plats first through sixth thereto. The provision in the foregoing sentence requiring equivalency of assessments shall not be subject to amendment, termination or construction by HRP.

The amount of assessment for each type living unit shall be fixed by the Association from year to year subject to the above conditions.

The services to be provided to the owners of such single family residences constructed on lots 26-48 subject hereto shall include the following:

(i) The care of, spraying, trimming and protecting and replanting of trees on all streets and in other public places; and the care of, protecting and replanting of shrubbery and

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re-sowing of grass in the areas or tracts set aside for the general use of the owners of the district.

(ii) 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 homes association property.

(iii) The periodic collection of rubbish and the disposal of such rubbish and the disposal of such rubbish as is collected.

The rate of assessment may be increased by action of the directors of the Association at any regular or special meeting of directors subject to the conditions set forth above in this SECTION 4.

SECTION 5. ASSESSMENTS DUE JANUARY 1st OF EACH YEAR

The first assessment shall be due in the month following the month in which such lot is subject to the assessment set by the Association and it shall thereafter be set and be payable in intervals the same as the intervals for equivalent residences in BARRY HARBOR subdivision, Kansas City, Platte County, Missouri, plats first through sixth generally commencing on January 1 of each year. It will be the duty of the Association to notify all owners whose addresses are listed with the Association on or before that date giving the amount of the assessment, when it is due and the amount on each living unit owned by them. Failure of the Association to make the assessment prior to January 1st shall not invalidate any such assessment subsequently made for that particular year, nor shall failure to levy an assessment for any one year affect the right of the Association to do so for any subsequent year. When the assessment is made subsequent to January 1st of any year, the first installment thereon shall become due and payable not later than thirty (30) days after the date of the levying of the assessment.

SECTION 6. WHAT CONSTITUTES NOTICE

A written or printed notice thereof, deposited in the United States Post Office, with postage thereon prepaid, and addressed to the respective owners at the last address listed with the Association, shall be deemed to be sufficient notice where notices are required for purpose of this Declaration.

SECTION 7. LIEN ON REAL ESTATE

The assessment shall become a lien on said real estate as soon as it is due and payable as set forth above. In the event of failure of any of the owners to pay any installment of such assessment within thirty (30) days of the due date of such assessment, or if it becomes thirty (30) days in arrears under a monthly payment option provided for herein, then the entire unpaid balance of said assessment shall bear interest at the rate of eight percent (8%) per annum from the assessment day until paid.

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**SECTION 8. SUBORDINATION OF THE LIEN TO MORTGAGE
OR DEED OF TRUST**

The lien of the assessments provided for herein shall be subordinate to the lien of any mortgages or deeds of trust now or hereafter placed upon the properties subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to the sale of such property pursuant to a foreclosure of any such mortgage or power of sale under any such deed of trust. Such sale shall not relieve such property from liability for any assessments thereafter becoming due nor from the lien of any such subsequent assessment.

SECTION 9. WHEN DELINQUENT

Nonpayment of assessments provided for herein within thirty (30) days of the installment due date shall cause the entire assessment to be deemed delinquent as of the date of assessment, and payment of both principal and interest for the entire year shall be enforced as a lien on said property through proceedings in any court having jurisdiction of suits for the enforcement of such liens. It shall be the duty of the Association to bring suits to enforce such liens as soon as any such assessment becomes delinquent.

SECTION 10. TERMINATION OF LIENS - COLLECTION OF ATTORNEYS' FEES

Such liens shall continue for a period of one (1) year 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 event the lien shall continue until termination of the suit and until sale of the property under the execution of judgment establishing the same. In any such action to collect the assessment or enforce the lien created herein, the owner delinquent in payment of such assessment shall be liable for all reasonable attorneys' fees incurred in such enforcement action.

SECTION 11. EXEMPT PROPERTY

The following property subject to this Declaration shall be exempted from the assessment charge and lien created herein:

- (a) All properties until at least such time as the occupancy permit is issued for the residence constructed on that particular lot;
- (b) All properties owned by the Association;
- (c) All properties subject to any easement or other interest dedicated and accepted by the local public authority and devoted to public use; and
- (d) All properties exempted from taxation by the laws of the State of Missouri upon the terms and to the extent of such legal exemption.

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SECTION 12. BOARD OF DIRECTORS AND POWERS

The Association's Board of Directors elected in accordance with its Articles of Incorporation and Bylaws shall be charged with the management and control exercised in the name of the Association in accordance with its Articles of Incorporation and Bylaws and at such times as management and control of said lots reverts to said Association as provided in Section 2 of this the HUNTERS RIDGE-SECOND PLAT Homes Association Declaration.

SECTION 13. MEMBERSHIP

Every person or entity that is a record owner of a fee interest in any living unit as defined herein but only after issuance of the occupancy permit for each such living unit, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold interests merely as security for the performance of an obligation. No owner shall have more than one (1) membership for each living unit or unimproved lot owned. Memberships shall be appurtenant to and may not be separated from ownership of any living unit which is subject to assessment by the Association.

SECTION 14. VOTING RIGHTS

The voting rights of each owner of a living unit who becomes a member of the Association after the respective occupancy permit has been issued shall be the same as the voting rights of the owner of an equivalent living unit in BARRY HARBOR subdivision, Kansas City, Platte County, Missouri, first through fifth plats.

SECTION 15. ASSOCIATION TO NOTIFY MEMBERS

The Association shall notify all owners in the district at the addresses of such owners as listed with said Association, as to what place and time regular meetings of the Association shall be held, designating the place where payment of assessments shall be made and other business in connection with said Association may be transacted; and in case of any change of said address, the Association shall notify all the owners in the district at their addresses listed with the Association of the change, notifying them of its new address.

SECTION 16. DISTRICT MAY BE EXTENDED

The district as it is now constituted, or as it may hereafter be constituted from time to time, may be extended to include any and all lands which may hereafter be added by HRP, provided that all of the land or lands to be added to the district may at the time be subjected to a homes association declaration containing the same terms and provisions as are contained in this Declaration, but only upon the recording of an extension thereof by HRP in the real estate records of the county in which said property is located. The extension of said district shall be accomplished by and take effect on

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the filing of such a homes association declaration in the office of the Recorder of Deeds for the county in which said land or lands are located.

SECTION 17. AMENDMENTS, TERMINATION AND CONSTRUCTION

By written consent of a seventy-five percent (75%) majority of the aggregate authorized voting rights of Barry Harbor Homes Association at the time, including those of HUNTERS RIDGE-SECOND PLAT (acquired after issuance of the occupancy permit as aforesaid), and as evidenced by an agreement duly executed and acknowledged and recorded in the Office of the Recorder of Deeds for Platte County, Missouri, and also in the Office of the Recorder of Deeds for the county or counties in which any land or lands added to the district pursuant to Section 16 hereof are located, the Association may be given such additional powers as may be granted by said members, or this Declaration may be otherwise amended or terminated except subject to the limitations set forth in this SECTION 17, in SECTION 4 above, and as otherwise may be set forth herein. Nothing in this HUNTERS RIDGE-SECOND PLAT Homes Association Declaration shall be construed to allow amendment of the Declaration of Covenants, Conditions and Restrictions of HUNTERS RIDGE-SECOND PLAT (recorded commensurate herewith) by the Association or by or in any other manner than as set forth in paragraph 16 of the Declaration of Covenants, Conditions and Restrictions as aforesaid in this SECTION 17. Notwithstanding any other provision to the contrary herein, this Homes Association Declaration may be amended, terminated or construed only by Barry Harbor Homes Association or its specifically designated successor as named pursuant to SECTION 3 above until such time as the occupancy permit has been issued for all of lots 26-48 subject hereto and by a writing filed with the recorder of deeds of the county in which the property subject hereto is located. At and after the issuance of the occupancy permits for all of the residences on said lots 26-48 subject hereto, such authority to amend, terminate or construe this Homes Association Declaration, but only as granted herein, shall revert to Barry Harbor Homes Association.

SECTION 18. TO OBSERVE ALL LAWS

The Association shall at all times observe all applicable state, county, city and other laws and regulations, and if at any time any of the provisions of this Declaration shall be found to be in conflict with such laws, such provision 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 means to enforce such rules and regulations as will enable it to adequately and properly carry out the provisions of this Declaration, subject, however, to the limitations as to the time at which management or control over of each lot reverts to it as herein-above provided and of its rights to contract, as herein provided.

SECTION 19. COVENANTS RUNNING WITH THE LAND

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

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SECTION 20. INTERPRETATION

In the interpretation and construction of the terms of this Declaration, the use of any gender shall be deemed to include all genders, the singular the plural, and vice versa.

IN WITNESS WHEREOF, the undersigned has caused this Declaration to be executed the day and year above written.

HUNTERS RIDGE PROPERTIES, L. L.C.

By: *Robert Wooldridge*
ROBERT WOOLDRIDGE, Manager

ACKNOWLEDGMENT

STATE OF MISSOURI)
 PLATTE) ss.
 COUNTY OF ~~CLAY~~)

On the 15th day of NOVEMBER, 2002, before me appeared **ROBERT WOOLDRIDGE**, to me personally known, who being by me duly sworn, did say that he is the Manager of **HUNTERS RIDGE PROPERTIES, L. L. C.**, a Missouri Limited Liability Company, and that said instrument was signed in behalf of said Limited Liability Company by authority of its Members, and said **ROBERT WOOLDRIDGE** acknowledged said instrument to be the free act and deed of said Limited Liability Company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at my office in KANSAS CITY, Missouri, the day and year last above written.

Stacy L. Beach
 Notary Public

My Commission Expires:

STACY L. BEACH
 Notary Public - State of Missouri
 Commissioned in Platte County
 My Commission Expires: June 19, 2005

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