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HOMES ASSOCIATION DECLARATION

THIS DECLARATION, made this 24 day of October, 1989, by North Haven East, Inc., a corporation existing under the laws of the State of Missouri.

WITNESSETH:

WHEREAS, North Haven East, Inc. (hereinafter referred to as "Developer") is the owner of all of the real property described as:

All that part of the Southeast Quarter of the Southeast Quarter of Section 2 and the Southwest Quarter of the Southwest Quarter of Section 1, Township 50, Range 33, Kansas City, Clay County, Missouri, described as follows: Commencing at the Southeast corner of said Section 2; thence North 0° 41' 59" East along the East line of the Southeast Quarter of the Southeast Quarter of said Section 2, a distance of 439.39 feet to the point of beginning of the tract of land herein to be described; thence South 89° 29' 25" East, a distance of 163.90 feet; thence North 0° 41' 59" East, a distance of 878.55 feet to a point on the North line of the Southwest Quarter of the Southwest Quarter of said Section 1; thence North 89° 30' 29" West along the North line of the Southwest Quarter of the Southwest Quarter of said Section 1, a distance of 163.90 feet to the Northeast corner of the Southeast Quarter of the Southeast Quarter of said Section 2; thence North 89° 18' 40" West along the South line of the Northeast Quarter of the Southeast Quarter of said Section 2, a distance of 1294.97 feet to the Northwest corner of the Southeast Quarter of the Southeast Quarter of said Section 2; thence South 0° 48' 18" West along the West line of the Southeast Quarter of the Southeast Quarter of said Section 2, a distance of 274.40 feet; thence South 89° 19' 26" East, a distance of 553.00 feet; thence South 0° 48' 18" West, a distance of 165.00 feet; thence North 89° 19' 26" West, a distance of 553.00 feet to a point on the West line of the Southeast Quarter of the Southeast Quarter of said Section 2; thence South 0° 48' 18" West along the West line of the Southeast Quarter of the Southeast Quarter of said Section 2, a distance of 439.39 feet; thence South 89° 19' 26" East along the North line of Lot 7, TELANE, a subdivision of land in Kansas City, Clay County, Missouri, a distance of 255.50 feet; thence South 0° 48' 18" West, a distance of 264.31 feet to the Northwest corner of Lot 3, of said TELANE; thence South 89° 19' 26" East along the North line of Lots 1, 2 and 3 of said TELANE, a distance of 241.50 feet to the Northeast corner of Lot 1 of said TELANE; thence North 0° 48' 18" East, a distance of 45.00 feet; thence South 89° 19' 26" East, a distance of 472.00 feet; thence North 0° 48' 18" East, a distance of 219.31 feet; thence South 89° 19' 26" East, a distance of 327.58 feet to the point of beginning. The above described tract of land contains 31.19 Acres more or less.

(Hereinafter the "Real Property")

which Developer intends to subdivide and plat into a subdivision known as WALNUT RIDGE ESTATES, a subdivision in the City of Kansas City, Clay County, Missouri; and

WHEREAS, Developer is the Owner of all Real Property (to be platted and known as Walnut Ridge Estates) and now desires to place certain

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restrictions on the Real Property, all of which restrictions shall be for the use and benefit of Developer as the present owner thereof and for its future grantees and assigns, it being Developer's intention to sell, transfer and convey the Real Property (which includes all Lots located within the subdivision to be known and platted as Walnut Ridge Estates) subject to certain protective covenants, conditions, restrictions, reservations, liens and charges as hereinafter set forth.

NOW THEREFORE, in consideration of the premises, the Developer, for itself and its successors and assigns, and for its future grantees, hereby agrees that the Real Property (which includes all of the Lots in Walnut Ridge Estates as the same shall be platted), shall be and are hereby held, transferred, sold, conveyed, and occupied, subject to the covenants, terms, conditions and restrictions set forth in this Homes Association Declaration, in order to protect the value, desirability and attractiveness of the same. Said covenants, terms, conditions and restrictions shall run with the Real Property and shall be binding upon all parties having or acquiring any right, title or interest in the Real Property or any part thereof, and shall inure to the benefit of each Owner thereof. Every conveyance of any Lot located within Walnut Ridge Estates as the same shall be platted shall be and is subject to these covenants, conditions, charges, liens, restrictions and easements.

ARTICLE I

Definitions

The following words, when used in this Homes Association Declaration, or any supplemental Homes Association Declaration, shall have the following meanings:

1.1. "Association" shall mean and refer to the Walnut Ridge Estates Association, its successors and assigns.

1.2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot within Walnut Ridge Estates (as the same shall be platted), including contract sellers, but excluding and not referring to those having such interest merely as security for the performances of an obligation, until such excluded person shall have acquired title thereto pursuant to foreclosure or any proceeding in lieu of foreclosure.

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1.3. "Walnut Ridge Estates" shall mean and refer to the that certain subdivision in Clay County Missouri as the same shall be platted hereafter upon the Real Property.

1.4. "Common Area" shall mean any and all real property (including the improvements thereon) which may hereafter be owned by the Association for the common use and enjoyment of the Owners including, but not limited to, any signs or other improvements which may be erected at the entrances to Walnut Ridge Estates and the storm water management facility erected as a part of the construction of the subdivision and referred to as "Tract C" on the plat of Walnut Ridge Estates to be filed of record.

1.5. "Lot" shall mean and refer to any plot of land shown upon the recorded plat of Walnut Ridge Estates (as the plat of the same shall hereafter be recorded) and designated by a particular Lot number.

1.6. "Developer" shall mean and refer to North Haven East, Inc., its successors and assigns.

1.7. "Restrictions" as used herein shall refer to that certain Declaration of Covenants, Conditions and Restrictions for Walnut Ridge Estates of even date herewith.

ARTICLE II

Common Properties

2.1 Use. Subject to the provisions of this article, every member shall have a right and easement of enjoyment in and to the common properties as shown on the plat of Walnut Ridge Estates as recorded.

2.2 Title to Common Properties. The Developer may retain the legal title to the common properties until such time as it has completed any desired improvements thereon and until such time as, in the opinion of the Developer, the Association is able to maintain the same. Notwithstanding any provision herein, the Developer hereby covenants, for itself, its successors and assigns, that it shall convey the common properties subject to utility easements and to reservations and restrictions of record to the Association not later than January 1, 1995. The Association shall accept the conveyance of such common property at the time conveyed by Developer.

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2.3 Storm Water Control Upon approval of the plat of Walnut Ridge Estates by all appropriate governmental authorities and following the recording of the same, Developer shall, in connection with the development and construction of Walnut Ridge Estates, construct on that property described as "Tract C" on the plat of Walnut Ridge Estates, a storm water control facility including one 18 inch concrete inlet pipe with end section, one 15 inch concrete outlet pipe, one concrete cutoff collar, three rip-rap beds, an emergency spillway and an earthen dam, all in accordance with the plans proposed by Aylett Survey Company.

2.4 Extent of Member Easements. The right and easements of enjoyment created hereby as to the common properties shall be subject to the right of the Developer and of the Association to assign or convey sewage, water, drainage, and other easements over, through or under all or any part of such common properties.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

3.1. Membership. Every Owner of a Lot which is subject to assessment hereunder shall be a member of the Association ("Member" herein). Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to such assessment.

3.2. Voting Rights. The Association shall have two classes of voting membership:

Class A. Class A Members shall be all Owners, with the exception of the Developer, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be Class A Members. The vote for such Lot shall be executed as such joint Owners may determine, but in no event shall more than one vote be cast per Lot.

Class B. The Class B Member(s) shall be the Developer and shall be entitled to ten votes for each Lot owned. The Class B Membership shall cease and be converted to Class A

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Membership upon the happening of either of the following events, whichever occurs earlier:

(a) when the total votes outstanding in the Class A Membership are equal to the total votes outstanding in the Class B Membership, or

(b) on January 1, 1995.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

4.1. Creation of the Lien and Personal Obligation of Assessments. The Developer, for each Lot owned within Walnut Ridge Estates, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) an annual assessment or charges, and (2) special assessments for capital improvements, both types of such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and, to the extent allowed by law, reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the Lot(s) against which any such assessment is made. Each such assessment, together with interest at the highest legal rate therefor, costs and, to the extent allowed by law, reasonable attorney's fees arising out of the efforts in collection thereof, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

4.2. Purpose of Assessment. The assessments levied by the Association shall be exclusively to promote the recreation, health, safety and welfare of the residents of Walnut Ridge Estates, for the improvement and maintenance of any Common Area, including, but not limited to, the establishment of adequate reserve funds for taxes, maintenance, repairs and replacement of any portions or elements of the Common Area, and for such other purposes as the Association shall deem just and proper.

4.3. Amount of Annual Assessments. Until the common properties are conveyed by the Developer to the Association, there shall be an annual assessment of $30.00 per Lot per year. From and after the conveyance of the common properties by the Developer to the Association, the annual assessment shall be set by a vote of the members as hereinafter provided.

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Assessments may be paid in semiannual installments or as the Association may otherwise determine.

4.4. 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 any Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of sixty percent (60%) of the votes of the Members of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose.

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4.5. Notice and Quorum For Any Action Authorized Under Article IV. Written Notice of any meeting called for the purpose of taking any action authorized under Article IV hereof, shall be sent to all Members, not less than thirty (30) days nor more than (60) days in advance of the date set for the meeting. At any such meeting called, the presence of Members or of proxies entitled to cast sixty percent (60%) of all the votes of the Membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

4.6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on an annual basis, or such other basis as the Association may determine.

4.7. Date of Commencement of Annual Assessment: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Lot to an Owner other than Developer. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors of the Association shall fix the amount of the annual assessment against each Lot 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 Association.

4.8. Effect of Nonpayment of Assessment: Remedies of the Association. Any assessment not paid within thirty (30) days after the due

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date thereof shall bear interest from the due date at the highest rate of interest allowed by law. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien therefor against the Property. No Owner may waive or otherwise escape liability for the assessment provided for herein by nonuse of the Common Area or abandonment of his or her Lot.

4.9. Subordination of the Lien to Mortgages. The lien of the assessment as provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not effect the assessment lien; provided however, that the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessment which thereafter becomes due or from the lien thereof.

ARTICLE V

ASSUMPTION OF RIGHTS OF DEVELOPER

By virtue of the above-mentioned Declaration of Covenants, Conditions and Restrictions, it is contemplated that Developer will, at the point in time when its membership in the Association is converted to Class A under Article III hereof, or on January 1, 1995, which ever first occurs, assign to the Association, its rights to Architectural Control, its rights to enforce maintenance and repair obligations, and its other rights all as set out in the above-mentioned Restrictions. Said assignment shall not require acceptance by an affirmative act of the Association or its Members, but rather shall be deemed accepted when a written instrument executed on behalf of Developer, its successors or assigns, purporting to effectuate such an assignment is filed of record in the office of the Recorder of Deeds of Clay County, Missouri. The rights, duties and obligations assigned by such writing shall inure to the benefit of, and be binding upon, the Association from and after the effective date of such writing so filed of record.

ARTICLE VI

EXERCISE OF AUTHORITY HEREUNDER

Except as otherwise specifically set forth hereunder, the rights of the Association hereunder, and its rights under the Restrictions when assigned to it, shall be exercised by vote of two-thirds (2/3) of its Members present at a duly called and convened meeting thereof at which a quorum is present.

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ARTICLE VII

GENERAL PROVISIONS

7.1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, the duties, charges, covenants and restrictions now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any duty or change herein contained shall in no event be deemed a waiver of the right to do so thereafter.

7.2. Severability. Invalidation of any one of the duties, charges, covenants or restrictions herein contained by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

7.3. Amendment. Each of the covenants, duties, rights, charges and restrictions herein set forth shall continue and be binding upon the Owners and the Developer, and upon their and its successors and assigns, until December 31, 2040, and shall automatically be continued thereafter for successive periods of twenty-five (25) years each, provided, however that prior to January 1, 1991, the Developer may amend this Declaration and/or release all of the land specifically hereby restricted from any one or more of such restrictions, covenants, charges or duties by executing and acknowledging an appropriate agreement or agreements in writing for such purpose and filing the same for record in the Office of the Recorder of Deeds of Clay County, Missouri and further provided, that the Owners of the fee simple title to more than seventy-five percent (75%) of the Lots hereby specifically restricted, may amend this Declaration and, following the expiration of the original term hereof, may release all of the land which is hereby restricted from any one or more of the covenants, duties, rights, charges and restrictions herein set forth by executing and acknowledging an appropriate agreement or agreements in writing for such purpose and filing the same for record in the Office of the Recorder of Deeds of Clay County, Missouri, *PROVIDED HOWEVER* that the duty to maintain that portion of the Real Property identified as "Tract C" on the plat of Walnut Ridge Estates as the same shall be recorded shall continue and shall be binding on the Owner or Owners of the Real Property unless any amendment or modification of the duty to maintain said "Tract C" shall be approved in writing by the City of Kansas City, Missouri.

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IN WITNESS WHEREOF, the undersigned being the Developer herein, has hereunto set its hand and seal this 24th day of October, 1989.

NORTH HAVEN EAST, INC.

By: _____
President

Attest:

_____
Secretary

STATE OF MO.
CLAY COUNTY
FILED FOR REC.
89 NOV 16 PM 2:03
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RECORDED IN
OFFICIAL RECORDS
By Linda Edwards
Deputy

STATE OF Missouri)
COUNTY OF Platte) ss.

BE IT REMEMBERED, that on this 25th day of October, 1989, before me, the undersigned, a Notary Public, came Don Kase and Susan Kase of NORTH HAVEN EAST, INC., a Missouri corporation, who are personally known to me to be the President and Secretary of said corporation and who are personally known to me to be the same persons who executed the within instrument on behalf of said NORTH HAVEN EAST, INC., and duly acknowledged the execution of the same to be the free act act and deed of said NORTH HAVEN EAST, INC.

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

_____
Notary Public

My Commission Expires:

_____

FIRST TITLE, INC.
7001 N. LOCUST
SUITE 207
GLADSTONE, MO 64118

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