

DEC 15 1992

L 56351

**HOMES ASSOCIATION DECLARATION
MAPLE WOODS ESTATES HOMEOWNERS ASSOCIATION**

THIS DECLARATION, made as of the 17TH day of October, 1992, by MAPLE WOODS ESTATES HOMEOWNERS ASSOCIATION, a Missouri Not-For-Profit Corporation, existing under the laws of the State of Missouri and the undersigned owners of lots, tracts or parcels of land lying within the boundaries of MAPLE WOODS ESTATES, a subdivision of land in Kansas City, Clay County, Missouri described hereinbelow.

NOW, THEREFORE, the undersigned in order to provide MAPLE WOODS ESTATES HOMEOWNERS ASSOCIATION the means necessary to maintain MAPLE WOODS ESTATES subdivision as a subdivision possessing more than ordinary features of value, do now and hereby subject all of the lots, parcels and tracts of land owned by the undersigned, to the terms, covenants, restrictions, charges and assessments set forth and contained in this Declaration, and to the terms, covenants, and conditions of the Declaration of Restrictions - MAPLE WOODS ESTATES dated April 21, 1986 and filed in the Office of the Recorder of Deeds of Clay County, Missouri on June 18, 1986 in Book 1684 at Page 739 under Document Number F-38259.

DEFINITIONS OF TERMS USED

The term "ASSOCIATION" shall mean a Missouri Not-For-Profit Corporation organized under the name "MAPLE WOODS ESTATES HOMEOWNERS ASSOCIATION".

The term "COMMON PROPERTIES" shall mean all real property or any land in the subdivision of MAPLE WOODS ESTATES hereafter owned by the Association.

The term "OWNERS" as used herein shall mean those persons or corporations who own the land within the boundaries of the MAPLE WOODS ESTATES subdivision and who have, by executing this instrument or separate document, subjected their real property in MAPLE WOODS ESTATES to the terms, covenants and conditions of this Declaration.

The term "RESTRICTIONS" as used herein shall specifically include those contained in the "DECLARATION OF RESTRICTIONS - MAPLE WOODS ESTATES" dated April 21, 1986 and filed in the Office of the Recorder of Deeds for Clay County, Missouri on June 18, 1986 in Book 1684 at Page 739 under Document No. F-38259.

The term "SUBDIVISION" or "MAPLE WOODS ESTATES SUBDIVISION" shall mean all those lots, parcels and tracts of land shown on and legally described on the attached Exhibit "A".

BOOK 2184 PAGE 232

BOOK 2184 PAGE 203

SECTION I

MEMBERSHIP IN ASSOCIATION

The owners of all of the land hereinabove described shall be the members of an association, which has been created, and established and is known as "MAPLE WOODS ESTATES HOMEOWNERS ASSOCIATION". The Association is a Not-For-Profit corporation formed under the laws of the State of Missouri. Membership in the Association shall be limited to the owners of land within the boundaries of the MAPLE WOODS ESTATES subdivision.

SECTION II

VOTING RIGHTS

The MAPLE WOODS ESTATES HOMEOWNERS ASSOCIATION shall have one (1) class of membership. The qualifications and rights shall be as follows:

VOTING MEMBERS: Voting members shall be limited to the owners of any lot or tract of land within the boundaries of the MAPLE WOODS ESTATES subdivision subjecting their property to this Declaration and the Restrictions by their execution hereof or by executing and recording a separate written instrument subjecting that lot or tract of land to the terms, covenants and conditions hereof and to the Restrictions. In all cases where a vote or written consent or agreement is called for or permitted herein, each voting member who is the owner of any lot or tract of land shall have one vote for each lot or tract of land as herein before defined. Payment of annual assessments shall be required for owners to be Voting Members and failure to pay assessments in any assessment period shall suspend such members voting rights and such member shall, thereupon become a Non-voting Member until such time as assessments, together with interest, costs and reasonable attorneys fees incurred by the Association in collection of said assessments, currently due are paid in full at which time said members voting right shall be restored.

SECTION III

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.

Mary C. Kimberly
Deputy

STATE OF MO.
CLAY COUNTY
I CERTIFY INSTR. RECORDED
92 DE 15 A 9 177
MAY 15 1984
MARY C. KIMBERLY
RECORDER OF DEEDS

BOOK 2184 PAGE 254

SECTION IV

USE OF COMMON PROPERTIES

The Common Properties within the subdivision shall be solely for the enjoyment and use of the homeowners and may not be sold, assigned, conveyed or encumbered without a vote of 2/3 of the Members.

The MAPLE WOODS ESTATES HOMEOWNERS ASSOCIATION shall have the right and the power to make reasonable rules and regulations which shall govern the use of the said undedicated Common Properties.

SECTION V

POWERS AND DUTIES OF THE ASSOCIATION

The Association shall have the following powers and mandatory duties:

1. To maintain all entryway structures to the MAPLE WOODS ESTATES subdivision.
2. To levy and collect the assessments including attorney fees which are provided for in this Declaration.

The Association has the following additional powers which it may exercise and perform whenever in the discretion it may deem it necessary:

1. To enforce the Restrictions, in its name or the name of any owner within the subdivision, and to hire attorneys and collect attorney fees in said enforcement proceedings as provided for herein or in the "RESTRICTIONS"; provided, however, that this right of enforcement shall not serve to prevent such changes, releases, or modifications as are permissible by law or the Restrictions or this Declaration. The expense and costs of any enforcement proceedings shall be paid out of the general fund of the Association as herein provided.

2. To retain and pay for the services of person(s) or firm(s) to undertake any functions for which the Association is responsible.

3. To care for, spray, trim, protect and replant trees on all streets and in other public places where trees have once been planted, when such services are not available from any public sources; and to care for, protect and replant shrubbery, resow grass and replace sod in the parks which are in the streets and in

any parks, private open space or common properties set aside for the general use of the owners of the district, or to which such owners have access and the use thereof.

4. To provide for the operation and maintenance, when such services are not available from any public source, of any tennis courts, clubhouses, swimming pools, playgrounds, green areas, private open areas, parking areas, drinking fountains, and ornamental features now existing or which may hereafter be erected or created in said district in any public street or park, or on any land set aside for the general use of the owners of the district, or to which all of such owners have access and the use thereof.

5. 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 on such real estate as may be owned by it; and to pay such taxes as may be assessed against land in the public or semi-public places within the district.

6. To maintain fire and extended coverage on insurable common properties on a current replacement cost basis in an amount at least one-hundred percent (100%) of the insurable value (based on current replacement cost) and not to use hazard insurance proceeds for losses to any common properties for other than the repair, replacement or reconstruction of the common properties.

7. To maintain bodily injury liability insurance and property damage liability insurance with such limits and deductible amounts as the Board of Directors of the Association shall, in their sole discretion, deem adequate insuring against liability for bodily injury, death or property damage arising from the activities of the Association or with respect to the ownership of the common properties.

8. To engage in any other lawful activity which is normally and customarily done by any Homeowners Association including all those activities described in the Articles of Incorporation and Bylaws of the Association and Chapter 355 of the Missouri Revised Statutes.

SECTION VI

METHOD OF PROVIDING GENERAL FUNDS

For the purpose of providing a general fund to enable the Association to exercise the powers and maintain the improvements and render the services herein provided, all lots lying within the boundaries of the subdivision subject to this Declaration upon which a dwelling has been erected and occupied shall be subject to

BOOK 2184 PAGE 255

an annual assessment levied by the Association. The annual assessment shall be the same for each lot and shall be FORTY DOLLARS (\$40.00) per year. The annual assessment may be increased by an amount not exceeding ten percent (10%) of the original annual assessment set forth herein by a vote of a majority of the Board of Directors at each annual meeting of said Board of Directors.

The annual assessment set forth herein may be increased by more than ten percent (10%) per annum only upon a vote of the membership of the Association at a meeting specially called for that purpose, at which a quorum is present, and casting an affirmative vote of sixty percent (60%) of the Members present.

Assessments shall be paid to **MAPLE WOODS ESTATES HOMEOWNERS ASSOCIATION** and collected by the Treasurer.

The first assessment shall be for the fiscal year beginning October 1, 1992, and shall be payable on November 1, 1992 and become delinquent on December 1, 1992.

The next Annual assessments and each Annual assessment thereafter will be due and payable on the first day of May of each calendar year and shall be deemed delinquent on the first day of June of each calendar year. Any delinquent assessment shall bear interest at the rate of twelve percent (12%) per annum until paid in full.

Failure of the Association to levy any assessment prior to its due date for the next succeeding fiscal year shall not invalidate any such assessment made for that particular year; nor shall failure to levy an assessment for any one (1) year affect the right of the Association to do so for any subsequent year.

The owner of each lot subject to the assessment as herein provided in Subparagraph 1 of this Section shall, by acceptance of a deed to such lot or any interest therein, or by execution hereof, be taken to have agreed and by these presents agrees to pay to the Association all assessments placed against such lot(s) in accordance herewith, and said Association is hereby granted the power to proceed against such owner personally for the collection of said assessments, said right to be in addition to and not to be construed as a limitation upon the remedies and rights of said Association otherwise herein granted.

In addition to the annual assessments herein provided, the Association Board of Directors may levy Special Assessments against members owning lots in the district subject to this Declaration for the following purposes:

- BOOK 2184 PAGE 257
- a. To construct or reconstruct, repair or replace, capital improvements upon the common properties, including the necessary fixtures and personal property related thereto;
 - b. To add to the common properties;
 - c. To provide for the necessary facilities and equipment to offer the services authorized herein;
 - d. To repay any loan made to the Association to enable it to perform the duties and functions authorized herein;

The Association Board of Directors shall not, in any one year, levy Special Assessments which in the aggregate exceed twenty-five percent (25%) of the estimated gross expenses of the Association as set forth in the budget for such year without the vote or written consent of the Members representing a majority of the Members of the Association present at a meeting specially called for that purpose at which a quorum is present.

Each Member shall be liable to the Association for any damage to common properties not fully covered by insurance which may be sustained by reason of the negligence or willful misconduct of said Member, or the persons deriving their right and easement of use and enjoyment of common properties from said member or his or their respective family and guests, both minor and adult. Notwithstanding the foregoing, the Association Board of Directors reserves the right, to levy a reimbursement assessment equal to the increase, if any, in insurance premium directly attributable to the damage caused by such Member or the persons for whom such Member may be liable as described above. The costs of correcting such damage to the extent not covered by insurance shall be a reimbursement assessment against the lot and may be enforced as provided herein for the enforcement of other assessments.

SECTION VII

LIEN ON REAL ESTATE

The assessment provided for herein shall become a lien on the real estate 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 or subordinate to the lien of any valid first mortgage now existing or which may hereafter be placed on said real estate.

In the event the assessment is not paid when due as hereinabove described, the assessment shall become delinquent and payment may be enforced, together with interest thereon at the rate of twelve percent (12%) per annum, as a lien on said real estate in

proceedings in any court in Clay County, Missouri 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 before the expiration thereof. The Association may at its discretion file certificates of non-payment of assessments in the office of the Recorder of Deeds whenever any such assessments are 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 TWENTY DOLLARS (\$20.00), which fee is hereby declared to be a lien upon the real estate so described in said certificate without necessity for assessment as provided for herein, provided that such lien shall be inferior and subordinate to any valid first mortgage now existing or which may hereafter be placed on said real estate. Such fee shall be collectable in the same manner as the original assessment provided for herein.

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.

In all proceedings for enforcement of liens, enforcement of the Restrictions or collection of assessments as herein provided, the Association shall be entitled to recover its reasonable attorneys fees whether or not the same have been assessed as provided for herein.

SECTION VIII

EXPENDITURES LIMITED TO ASSESSMENT FOR CURRENT YEAR

The Association shall at no time expend more money within any one (1) year than the total amount of the assessments authorized herein for that particular year plus any surplus which it may have on hand from the previous assessments; nor shall said Association enter into any contract whatsoever binding the assessment of any future year to pay for any such obligation and no such contract shall be valid or enforceable against the Association, it being the intention that the assessment for each year shall be applied as far as practicable toward payment of the obligation of that year and that the Association shall have no power to make a contract affecting the assessments of any future or subsequent year.

BOOK 2184 PAGE 259

SECTION IX

ASSOCIATION TO NOTIFY MEMBERS OF ADDRESS

The Association shall notify all owners of land in the subdivision of the official address of said Association, the place and time of regular meetings of the Association, the place where payment shall be and, in the case of any change of such address, the Association shall notify all the owners of the land in the subdivision, insofar as their addresses are listed with the Association, of the new address.

SECTION X

TO OBSERVE ALL LAWS

Said Association shall at all times observe all State, County, City and other 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 the Declaration 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 the Declaration, subject, however, to the limitations of its rights to contract as are herein provided for.

SECTION XI

AMENDMENT

This instrument may be modified and amended by the written consent of a majority of the owners of lots within the subdivision subject to the Declaration, evidenced by a written instrument duly executed and acknowledged by such owners and recorded in the office of the Recorder of Deeds, of Clay County, Missouri.

SECTION XII

RESTRICTIONS

All of the provisions of the Declaration shall be deemed to be covenants running with the land and shall be binding upon the Members and their successors and assigns.

BOOK 2184 PAGE 260

SECTION XIII

DURATION OF DECLARATION AND RESTRICTIONS

Each of the covenants and conditions herein set forth and in the Restrictions shall continue and be binding upon the owners subjecting their lots thereto and upon their successors and assigns, until December 31, 2011, unless amended. After 2011, this Declaration and the Restrictions shall automatically be continued thereafter for successive periods of ten (10) years each, unless extinguished by the owners of the fee simple title to more than two-thirds (2/3) of all of the lots subject to this Declaration and the Restrictions 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 no such agreement may affect the private open space or common properties without also bearing the duly acknowledged written consent of the City of Kansas City, Missouri.

SECTION IX

PARTIAL INVALIDITY

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

MAPLE WOODS ESTATES HOMEOWNERS ASSOCIATION, A MISSOURI NOT-FOR-PROFIT CORPORATION

BY: David W Peterson
David W. Peterson

MISSOURI ACKNOWLEDGMENT - CORPORATE

STATE OF MISSOURI)
COUNTY OF Clay) SS

On this 17th day of October, 1992, before me appeared, DAVID W. PETERSON, to me personally known, who being by me duly sworn, did say that he is the President of MAPLE WOODS ESTATES HOMEOWNERS ASSOCIATION, a Missouri Not-For-Profit Corporation, and that the seal affixed to the foregoing

BOOK 2104 PAGE 201

instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and said DAVID W. PETERSON acknowledged said instrument to be the free act and deed of said corporation.

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

Rita M. Hull
Notary Public

My commission expires:

April 28, 1994

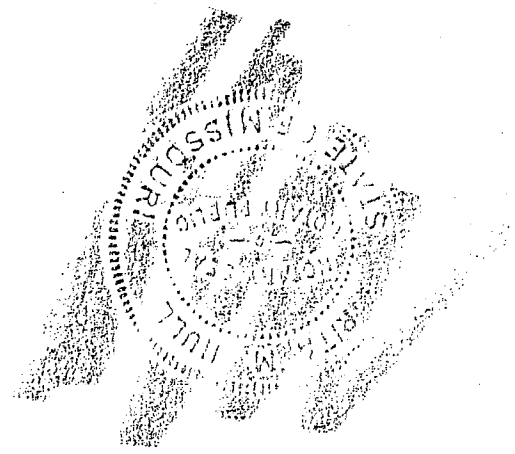


EXHIBIT "A"

All of the Lots, Tracts, and Parcels of land legally and shown on the following Plats, to-wit:

1. **MAPLE WOODS ESTATES-FIRST PLAT**, filed in the Office of the Recorder of Deeds for Clay County, Missouri on June 18, 1986 in Book 21 at Page 79 under Document No. F-38258;
2. **MAPLE WOODS ESTATES-SECOND PLAT**, filed in the Office of the Recorder of Deeds for Clay County, Missouri on June 23, 1987 in Book 22 at Page 79 under Document No. 77993;
3. **MAPLE WOODS ESTATES-THIRD PLAT**, filed in the Office of the Recorder of Deeds for Clay County, Missouri on August 25, 1988 in Book 23 at Page 103 under Document No. 62795;
4. **MAPLE WOODS ESTATES-FOURTH PLAT**, filed in the Office of the Recorder of Deeds for Clay County, Missouri on October 20, 1989 in Book 24 at Page 85 under Document No. G-51211;

BOOK 2184 PAGE 265

Maple Woods Estates

Article V

Restrictions

Section 1. Required Building Materials

Roofs shall be covered with wood shingles, wood shakes, slate, tile, or composite dimensional roofing shingles. Composite laminated dimensional shingles shall be of a type commonly known as high definition shingles, or by the common vendor trade name such as ELK or Timberline. These roofing materials shall be subject to the same approval guidelines set by the Architectural Control Committee.

All wood and masonite exteriors except roofs shall be covered with a workmanlike finish of paint, stain and/or wood preservative. Exterior surfaces either new or subject to resurfacing may be covered with steel or vinyl siding provided these siding materials comply with the guidelines set by the Architectural Control Committee.