

**WEATHERSTONE DEVELOPMENT CORPORATION
HOMES ASSOCIATION DECLARATION**

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THIS DECLARATION is made this ____ day of _____, 1980, by WEATHERSTONE DEVELOPMENT CORPORATION, a Missouri corporation, the owner of all the lots in WEATHERSTONE DEVELOPMENT CORPORATION, a subdivision of land in Blue Springs, Jackson County, Missouri.

W I T N E S S E T H:

WHEREAS, WEATHERSTONE DEVELOPMENT CORPORATION, a Missouri corporation, is now developing WEATHERSTONE for high class residence purposes and it is its desire to continue the development of such land for said purposes and for the creation and maintenance of a residence neighborhood possessing features of more than ordinary value to a residence community; and

WHEREAS, in order to assist them and their grantees in providing the necessary means to bring this about, the said WEATHERSTONE DEVELOPMENT CORPORATION, a Missouri corporation, does now and hereby subjects Lots 1 through 13, WEATHERSTONE, to the following covenants, charges and assessments:

DEFINITION OF THE TERMS USED

The term "district" as used in this Declaration shall mean, unless and until extended as hereinafter provided, all of the land included in the preliminary plats of Lots 1 through 124, WEATHERSTONE, as approved by the City of Blue Springs. The term "improved property" as used herein shall be deemed to mean a single tract under a single ownership and on which tract a residence has been erected or is in the process of erection thereon. Any such tract may consist of one or more continuous lots or parts thereof. Any other land covered by this Declaration shall be deemed to be vacant and unimproved.

The term "public places" as used herein shall be deemed to mean all common areas and all parks and all similar places, the use of which is dedicated to or set aside for the general use of all the owners within the district.

PUBLIC IMPROVEMENTS UNDER MANAGEMENT OF COMPANY OR ASSOCIATION

All public improvements upon and to the land in the district, in public places, shall be under the management and control of the Homeowners Association by whatever name it may be designated, as hereinafter provided, as Trustee; an association to be composed of the owners of the real estate in said district, which Association may or may not be incorporated as the Members thereof may hereafter provide. But, whether it is incorporated or not, it is to be understood that the Members of the Association shall be limited to the owners of the land within the boundaries of the district. It is provided, however, that such management and control of said improvements shall be at all times subject to that had and exercised by the City of Blue Springs, Jackson County, and the State of Missouri, or any of them. And, in addition thereto, it shall have such further powers and duties as are hereinafter set forth, all or any of which may be exercised or assumed at the discretion of the Association.

The Association shall be the sole judge of the qualifications of its Members and of their right to participate in the meeting and proceedings.

POWERS AND DUTIES OF THE ASSOCIATION AS TRUSTEE

The Association shall have the following powers and duties whenever, in the exercise of its discretion, it may deem them necessary or advisable; provided, however, that nothing herein contained shall be deemed to prevent any owner having the contractual right to do so, from enforcing any building restrictions in his own name.

FIRST: To enforce, either in its own name or in the name of any owner within the district, any or all building 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 subsequently thereto; provided, however, that this right of enforcement shall not serve to prevent such changes, 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, contracts or plats in which such restrictions and reservations are set forth, nor shall its serve to prevent the assignment of those rights by the proper parties, wherever and whenever such right of assignment exists. The expense and costs of any such proceeding shall, however, be paid out of the general fund of the Association as provided for.

SECOND: To care for, spray, trim and protect, and re-plant trees on all streets and in other public places where trees have once been planted, except where otherwise provided for; to care for, protect and re-plant shrubbery and re-sow grass in the parks, which are in the streets or in the parks set aside for the general use of the owners of the district.

THIRD: To mow, care for, and maintain parking in front of vacant lots and other property and remove weeds and grass from such parking and other public places, and to cut and remove weeds and grass from other vacant property; to pick up and remove therefrom loose material, trash and rubbish of all kinds; and, to do any other thing necessary or desirable in the judgment of the officers of said Association to keep such vacant and unimproved property neat in appearance and in good order.

FOURTH: To provide such lights as the Association may deem advisable on streets, parks, parkings, gateways, entrances or other features, and in other public or semi-public places.

FIFTH: To provide for the maintenance of playgrounds, gateways, entrances, mail box stands and other 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 in the district, or to which al of such owners have access and the use thereof.

SIXTH: To exercise such control over easements as it may acquire from time to time.

METHOD OF PROVIDING GENERAL FUNDS

For the purpose of providing a general fund to enable the said Association to perform the duties, and to maintain the improvements herein provided for, all land in WEATHERSTONE shall be subject to an annual improvement assessment (dues) to be paid to the Association annually, in advance, by the respective owners thereof. The amount of such assessment (dues) shall be fixed by the Association from year to year, but until further action of the said Association, shall be at the rate not to exceed \$24.00 per annum for each improved lot, and \$12.00 per annum for each unimproved

lot; provided, however, that no assessment (dues) shall be made on any lot until its initial conveyance from the development corporation.

The rate of the assessment may be increased not to exceed \$5.00 per annum for improved lots and not to exceed \$2.50 per annum for unimproved lots; provided, that at the meeting of the Members especially called for that purpose prior to the date on which the assessment (dues) is owing for the year for which such increase is proposed, a two-thirds ($\frac{2}{3}$) majority of the Members present at such meeting vote for such increase. The notice of said meeting sent to members shall give the time and place at which it is to be held and state that an increase in the rate of assessment is to be voted upon at such meeting.

ASSESSMENTS DUE: JUNE FIRST OF EACH YEAR

The first assessment (dues) shall be for the fiscal year June 1, 1980, and it shall be fixed and levied prior to June 1, 1980, and shall be payable on that date, and thereafter it shall be due and payable on the first day of June of each year. It will be the duty of the Association to notify all owners whose address is listed with the Association on or before that date, giving the amount of the assessment, when due, and the amount on each tract of land owned by them. Failure of the Association to make the assessment prior to June 1 of each year for the next succeeding fiscal year beginning on June 1 shall not invalidate any such assessment subsequently made for that particular year, nor shall failure to levy assessment for any one year affect the rights of the Association to do so for any subsequent year. When the assessment is made subsequent to June 1 of any year, then it shall become due and payable not later than thirty (30) days from the date of levying that assessment (dues).

WHAT CONSTITUTES NOTICE

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

LIEN ON REAL ESTATE

The assessment (dues) shall become a lien on said real estate as soon as it is due and payable as above set forth. In the event of failure of any of the owners to pay the assessment on or before the first day of August following the making of such assessment, then such assessment shall bear interest at the rate of ten percent (10%) per annum from the first day of June, but if the assessment is paid before the first day of August, or within thirty (30) days from the date of the assessment, if the assessment is made subsequent to June 1 for the fiscal year beginning June 1, then no interest shall be charged.

WHEN DELINQUENT

On or after the first day of August of each year, beginning August 1, 1980, or within thirty (30) days from the date of levying the assessment (dues) for the fiscal year during which and for which the assessment is made, the assessment shall become delinquent and payment of both principal and interest may be enforced as a lien on said real estate, by proceedings in any court in Jackson County, Missouri, having jurisdiction of suits for the enforcement of such liens. It shall be the duty of the Association to bring suit to enforce such liens as soon as they become delinquent. No such lien shall ever take precedence over or have priority over a bona fide mortgage given in good faith and for value on any of the lots or tracts of land, improved or unimproved in WEATHERSTONE.

TERMINATION OF LIENS

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 the same.

EXPENDITURES LIMITED TO ASSESSMENTS FOR CURRENT YEAR

The Association shall at no time expend more money within any one year than the total amount of the assessment for that particular year, or any surplus which it may have on hand from previous assessments; nor shall said Association enter into any contract whatsoever binding the assessment of any future year to pay for any such obligations 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 it is practicable toward the paying of the obligation of that year and that the Association shall have no power to make a contract affecting the assessment of any future or subsequent year.

ASSOCIATION TO NOTIFY MEMBERS OF ADDRESS

The Association shall notify all owners of land in the district, as it may exist from time to time insofar as the address of such owners are listed with said Association, of the official address of said Association, as to what place and time regular meetings of the Association shall be held, designating the place where payments shall be made, and any other business in connection with said Association may be transacted and, in case of any change of such address, the Association shall notify all owners of the land in the district, insofar as their addresses are listed with the Association, of the change, notifying them of its new address.

DISTRICT MAY BE EXTENDED

The district as it is now constituted, or as it may hereafter be constituted, may from time to time be extended to include any and all lands which may hereafter be added to said plat of WEATHERSTONE, provided that all the land or lands to be added to the district shall at the time be subjected to a Homeowners Association Declaration containing the same terms and provisions as are contained in this Declaration, including any future modifications thereof. The extension of said district shall be accomplished by and take effect upon the filing of such a Homeowners Association Declaration in the Office of the Recorder of Deeds in and for the county in which said land or lands are located.

NEW POWERS TO BE GIVEN

By written consent of two-thirds ($\frac{2}{3}$) of the Members, evidenced by an agreement duly executed, acknowledged and recorded in the Office of the Recorder of Deeds of Jackson County, Missouri, the Association may be given such additional powers as may be desired by said Members, or to otherwise amend this instrument; provided, however, that no right to change the proportion of the assessment rate may be given.

TEMPORARY TRUSTEE

Prior to the actual organization or incorporation of the Association contemplated by the terms of this Declaration, WEATHERSTONE DEVELOPMENT CORPORATION, a Missouri corporation, shall have the right, at its option, to perform the duties, assume the obligations, levy and collect the assessments and otherwise exercise the powers herein given to the Association, in the same way and manner as though all of such powers and duties were herein given directly to WEATHERSTONE DEVELOPMENT CORPORATION.

TO OBSERVE ALL LAWS

Said Association shall at all times observe all of the State, City, County 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 this Declaration as are in conflict with such laws shall become null and void, but no other parts 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 adequately and properly to carry out the provisions of the Declaration, subject, however, to the limitations of its rights to contract as herein provided for.

HOW TERMINATED

This Declaration may be terminated and all of the land now or hereinafter affected may be released from all the terms and provisions thereof by the owners of two-thirds ($\frac{2}{3}$) of the area, subject thereto at the time it is proposed to terminate this Declaration, executing and acknowledging an appropriate agreement or agreements for that purpose and filing the same for record in the Office of the Recorder of Deeds for Jackson County, Missouri, at Independence.

COVENANTS RUNNING WITH THE LAND

All the provisions of this Declaration shall be deemed to be covenants running with the land and shall be binding upon said WEATHERSTONE DEVELOPMENT CORPORATION and up its successors and assigns.

IN WITNESS WHEREOF, WEATHERSTONE DEVELOPMENT CORPORATION, a Missouri corporation, has caused these presents to be signed by its President, is attested to by its Secretary, and its corporate seal to be hereto affixed this _____ day of _____, 1980.

**WEATHERSTONE DEVELOPMENT
CORPORATION**

By: _____, President

ATTEST:

_____, Secretary