

MANOR OAKS

HOMES ASSOCIATION AGREEMENT

Agreement, Dated August 16th, 1954
Filed August 20th, 1954 at 1:17 P.M.
No. 628515

THIS DECLARATION, made on this 16th day of August, 1954, by William M. Erickson and Mabel E. Erickson, husband and wife, of the County of Jackson and State of Missouri, who are the owners of all the lots in Manor Oaks, a sub-division of land in Jackson County, Missouri, according to the recorded plat thereof in the office of the Recorder of Deeds of Jackson County, Missouri, at Independence.

WITNESSETH:

WHEREAS, the declarants in the development of Manor Oaks as an exclusive sub-division for desirable residences seek a continuity of policy for the creation and maintenance of a residential neighborhood possessing features of more than ordinary value, and to facilitate the development and maintenance of the desired residential neighborhood.

NOW, THEREFORE, the declarants, William M. Erickson and Mabel E. Erickson, husband and wife, do now and hereby subject all the lots shown on the plat of Manor Oaks and such other properties as may, by declaration of these declarants, or their successors and assigns, be subjected to the following covenants, charges and assessments, limited to as herein specified:

An Association to be composed of the owners of the real estate in the said Manor Oaks hereinbefore referred to plus any additions thereto, shall be organized and may be incorporated as the members thereof may provide. The members of the Association shall be limited to the owners of the lots within the boundaries of Manor Oaks which term as used herein shall include any additions thereto. All such property owners shall have a membership in such Association subject to such rules and regulations as may be prescribed. The Association shall be the sole judge of the qualifications of its members and of their rights to participate in its meetings and proceedings.

The Association shall have the following powers and duties whenever in the exercise of its discretion it may deem them necessary or advisable:

1. To enforce, in its own name, any or all building restrictions which may have been heretofore, or may hereafter be imposed upon any of the land in Manor Oaks, either in the forms as originally placed thereon, or as modified. The expenses and costs of any such proceeding may be paid out of the general fund of the Association.
2. To provide for the plowing and removal of snow from the sidewalks and streets.

3. To plant, care, spray, trim, protect and replant trees, grass and shrubs on all streets in public places or in the areas set aside for the general use of the owners in Manor Oaks.

4. To mow, care for and maintain parkings in front of unimproved, vacant and other property; to cut and remove weeds and grass from such parkings and from vacant and unimproved property; to pick up and remove therefrom loose material, trash and rubbish of all kinds, and to do any other things 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.

5. To provide such lights as the Association may deem advisable on streets, areas dedicated to the public or for the use of members of this Association, gateways, entrances or other features.

6. To provide at suitable locations, receptacles for the collection of rubbish and for the disposal of such rubbish as is collected and to provide for the collection and disposal of garbage and rubbish from the residences of the members.

7. To provide for the establishment and maintenance of parks, playgrounds, community center, recreational facilities, gateways and entrances, fountains, streams, all ornamental features and the equipment thereof on any land set aside for the general use of the public and the owners in Manor Oaks or to which all of such owners have access and use thereof; and to provide for the maintenance of natural water courses within Manor Oaks.

8. To exercise such control over streets as may be permitted by law and deemed by the Association to be necessary or desirable. To issue permits for excavations in the street when necessary for the installation of utilities and to accept bonds or deposits for the repairing of cuts made for such excavation. The Association shall have full authority to prevent any excavations or cuts in the streets without first making a deposit to insure the repair and future maintenance of such cuts. The Association may reserve the right to make any and all excavations in the streets and the right to refill and repair any cuts or damages to any street improvements and pay the cost out of the deposits made as herein provided, subject to such control of county or other proper officials as may be provided by law.

9. To repair, oil, maintain, repave and reconstruct paved streets or roads, lanes and pedestrian ways and to clean streets, gutters, sidewalks and pedestrian ways.

10. To erect and maintain signs for the markings of the streets.

11. To acquire or construct sewers and other methods for the disposal of sewage and reconstruct, maintain or repair them after they have been once acquired or constructed, and to accept and exercise such rights in or authority over the sewer and the rights of way for the same within or without Manor Oaks as it may hereafter acquire and which may be reasonably necessary to properly serve and protect the real estate in the subdivision. It is expressly understood and agreed that no part of the money in the general fund shall be used to construct lateral sewers or connections with the sewers which shall not be for the general use of all the

property in the district draining into such sewers. The Association may, collect special assessments from the property owners for the purposed provided in this paragraph and pay any municipality or political subdivision of the State for each property owner's share of the maintenance of the general sewer system of such municipality or political sub-division.

12. To provide for additional police service by special arrangements with State or County authorities.

13. 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 so used by it, and such taxes as may be assessed against land held for the benefit of the property owners in Manor Oaks.

14. To enter into such agreements with other Homes Associations, municipalities, political sub-divisions, individuals and corporations in order to implement the purposes of this Association and to provide such improvements for the benefit of the owners and members of this Association within the purview of this declaration.

For the purposes of providing funds to enable the Association to perform the duties, and to maintain the improvements herein provided for, all lands within the boundaries of Manor Oaks shall be subject to any annual improvement assessment to be paid to the Association annually in advance by the respective owners within the sub-division. The amount of the assessment shall be fixed by the Association from year to year by an affirmative vote of a majority of its members.

The basic rate shall be a certain sum on each lot as shown on the recorded plat based upon the number of feet fronting on the street plus an additional sum for each residence located on said property with an amount added calculated upon the square foot area of living space exclusive of porches, patios, garages, porte co cheres and unfinished basements, incorporated within the residence improvements upon each piece of property. The amount of the assessment may no exceed ten cents for each foot of property fronting on any street no inclusive of the footage on the side street as defined in the restrictions of Manor Oakes, plus one-half cent per square foot of living space incorporated in any residence plus \$10.00 for the residence itself without a two-third affirmative vote of all the members of the Association in which event the assessment may be increased to a figure not to exceed fifty percent greater than these amounts. These provisions shall be in excess of the special assessment provided for sewer maintenance and connection with the general sewer of any municipality or political subdivision of the State as herein provided. No assessment may be made for more than one year at a time.

Assessments shall be made on an annual basis and shall be due for the fiscal year beginning April 1st; the assessment shall be established by the Association on or before April 1st of each year and written notice thereof shall be given the respective owners. A followup notice shall be given on or before May 1st, but if the assessment is not paid before June 1st of each year it shall become delinquent and payment of the principal plus interest at eight percent (8%) per annum may be enforced as a lien on said real estate, in proceedings brought by the Association or any officer or member thereof on behalf of the Association in any court having jurisdiction.

The Association is authorized to file a certificate of non-payment of assessment in the office of the Recorder of Deeds. Such lien shall continue in force for a period of three years from the date of delinquency, but not longer, unless within such time suit shall have been instituted for the collection of the assessment.

The Association shall at no time expend more money within any one year than the total amount of 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 whatever 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 except for contracts for sewers.

The declarants, William M. Erickson and Mabel E. Erickson and their successors and assigns may from time to time add such land to the subdivision as is now or hereafter owned or approved for addition to them; provided that the land to be added to the subdivision may at the time be bound by all the terms of this agreement and any future modifications thereof. The Association may also unite or combine with any other Associations similarly organized, operating on a similar basis having jurisdiction of land lying wholly within Jackson County, Missouri.

No person shall hold office in the Association unless he shall be legally qualified to vote in Jackson County, Missouri and shall at the time of election be a member in good standing.

The Association shall notify all owners of land in the subdivision as it may exist from time to time, of the official address of such Association, and the names and addresses of all its officers as to what place and time regular meetings of the Association shall be held, designate the place where payments shall be made, and any other business in connection with the Association may be transacted. Notices provided in this declaration shall be by United States mail addressed to the last known address of the member or other person.

By written consent of the owners of two-thirds of the front feet evidenced by an agreement duly executed and acknowledged, and recorded in the office of the Recorder of Deeds of Jackson County, Missouri, at Independence, the Association may be given such additional powers as may be desired by said members, or may otherwise amend this instrument provided, however, that no right to change the proportion of the assessment rate may be given.

The lien provided for collection of delinquent assessments herein shall not attach unless and until certificate of non-payment has been recorded in the office of the Recorder of Deeds or suit to enforce has been filed in a Court of competent jurisdiction.

In all cases where a vote or written consent or agreement is called for or permitted herein, each member shall have one vote and as many additional votes as the number of lots or major portion of parts of lots which he may own in addition to one and the additional votes shall be considered in determining the required majority.

This declaration and all the provisions thereof shall be deemed to the covenants running with the land and shall be binding upon the declarants and upon their heirs, grantees, executors,

administrators and assigns, for a period of twenty-five years with automatic renewal for successive periods unless revoked as herein provided. This agreement may be terminated and all of the land now or hereafter affected may be released from all of the terms and provisions thereof by the owners of two-thirds of the front feet in Manor Oaks by an instrument duly executed and acknowledged and filed for record in the office of the Recorder of Deeds.

IN WITNESS WHEREOF, the declarants herein have affixed their signatures the day and year first above written.

/s/ William M. Erickson

/s/ Mabel E. Erickson

STATE OF MISSOURI)
) SS
COUNTY OF JACKSON)

On this 16 Day of August, 1954, before me, a Notary Public, personally appeared William M. Erickson and Mabel E. Erickson, his wife, to me known to be the persons described in and who executed the foregoing agreement, and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Kansas City, MO, this day and year last above written.

/s/ Isabelle T. Hovey
Notary Public in and for said
County and State

My term expires: Feb. 2, 1958