

COUNTRY CLUB DISTRICT HOMES ASSOCIATION

THIS AGREEMENT, Made and entered into this 5th day of July, 1921, by and between THE COUNTRY CLUB DISTRICT HOMES ASSOCIATION, a corporation, of Jackson County, Missouri, hereinafter called "The Association," and those owners of the land in Blocks 9 to 16, both inclusive, in Country Club Ridge, and in Blocks 1 to 9, both inclusive, in Hampstead Gardens, both being additions in Kansas City, Jackson County, Missouri, as shown on the recorded plat thereof of Country Club Ridge and Hampstead Gardens respectively, on file and of record in the office of the Recorder of Deeds of Jackson County, Missouri, at Kansas City, whose names are subscribed hereto, and who own the land or lots described opposite their respective names, and which owners are hereinafter referred to as the "Owners."

WITNESSETH: That whereas The J. C. Nichols Realty Company and J. C. Nichols Land Company, being the owners originally of all of the lots in said Country Club Ridge and said Hampstead Gardens, respectively, and being at the present time owners of some of the lots in the above mentioned additions, have heretofore developed and sold lots in Country Club Ridge and Hampstead Gardens, respectively, for high-class residence purposes and, whereas it is the desire of the Owners to continue the development and use of such land for such 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 in providing the necessary means to better enable the Owners to bring this about, they, the Owners, now desire to enter into this agreement with the Association for such purposes.

NOW, THEREFORE, In consideration of the premises and of the covenants and agreements herein set forth to be kept and performed by the Association and the Owners, respectively, they each individually and collectively hereby agree, one with the other, subject to the limitations hereinafter set forth, that all of the real estate above described shall, in the manner and for the period of time hereinafter set forth, be subject to the following covenants, agreements, assessments and charges

Definition of Terms Used

The term "District," as used in this agreement, shall mean until extended as hereinafter provided, all of Blocks 9 to 16 inclusive, in Country Club Ridge and all of Blocks 1 to 9, inclusive, in Hampstead Gardens as referred to above: If, or when, other land in addition to Country Club Ridge and Hampstead Gardens, shall in the manner hereinafter provided for be added to the

present District, then the term "District" shall thereafter mean all land which shall from time to time be subjected to the terms of this agreement or any future modification thereof. The term "Improved Property," as used herein, shall be deemed to mean a single tract under a single ownership and use and on which tract a residence has been erected or is in process of erection. Any such tract may consist of one or more contiguous lots, or parts thereof. All other land covered by this agreement shall be deemed to be vacant and unimproved. The term "Public Places," as used herein, shall be deemed to mean all parks within street intersections, or elsewhere, and all similar places, the use of which is dedicated or set aside for the use of the general public or the general use of the Owners within the District, or to the general use of the owners in one or more entire blocks within the District.

Public Improvements Under Management of Association

All public improvements upon and to the land in said District, or improvements for the common use and benefit of the owners in said District, or improvements in public places, shall be under the management and control of the Association as Trustee; provided, however, that such management and control of said improvements shall at all times be subject to that had and exercised by Kansas City, by Jackson County, and by the State of Missouri or either or any of them, and in addition thereto, it shall have such further powers and duties as hereinafter set forth, all of which may be exercised or assumed at the discretion of the Association.

The members of said Association shall be limited to the owners of the land within the District. The Association shall be the sole judge of the qualifications of its members and of their rights to participate in its meetings 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.

First: To enforce either in its own name, or in the name of any owner within the District any or all building restrictions which 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 subsequent 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 it serve to prevent the assignment of those rights by the proper parties wherever and whenever such right of assignment exists. The expenses and costs of any such proceedings shall, however, be paid out of the general fund of the Association, as hereinafter provided for.

Second: To provide for the plowing or removal of snow from the sidewalks and from the streets.

Third: To care for, spray, trim, protect and re-plant trees on all streets, and in other public places where trees have once been planted, except where otherwise provided for.

Fourth: To mow, care for, and maintain parkings in front of vacant or other property, and to cut and remove weeds and grass from such parkings and other public places.

Fifth: To care for and protect and re-plant shrubbery and re-sow grass in any parks which are in the streets, or in the parks set aside for the general use of the Owners in the District, or the owners of one or more entire blocks within the District.

Sixth: To cut and remove weeds and grass from vacant property, to pick up and remove therefrom loose material, trash and rubbish of all kinds therefrom 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. The doing of the above mentioned things provided for by the preceding paragraphs may be in addition to that done or furnished by Kansas City, Missouri.

Seventh: To provide such lights as the Association may deem advisable on streets, parks, parkings, pedestrian ways, and other similar public or semi-public places, in addition to any such lights furnished by Kansas City, Missouri.

Eighth: To maintain the proper lighting of such tennis courts, playgrounds, gateways, entrances or other features in such a manner as the Association may deem necessary or advisable in addition to any such lighting being done or furnished by Kansas City, Missouri.

Ninth: To provide at suitable locations receptacles for the collection of rubbish and for the disposal of such rubbish as collected.

Tenth: To provide for the collection and disposal of trash and any other rubbish under such rules and regulations as may be prescribed by the Association for economically and efficiently carrying out the provisions of this paragraph, in addition to that done or furnished by Kansas City, Missouri, through its public contracts or otherwise.

Eleventh: To maintain shelter stations for the convenience of street car patrons and to provide and maintain lights at such places and at places where street cars stop to receive and discharge

passengers; to maintain drinking fountains and garden furniture for parks and other public places all within the District.

Twelfth: To provide for the maintenance of tennis courts, playgrounds, gateways, entrances and other ornamental features now existing or which may hereafter be erected or created within 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 of the owners of one or more entire blocks in the District.

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

Improvements Damaged Through Carelessness or Negligence

If in the opinion of the Trustee any street improvements or any public improvements or facilities of any character whatsoever over which the Association has control shall be damaged by the negligence or carelessness of any owners, or by any person by, through or under such owners, then the Association shall have the right to repair such damage, pay for the same out of the general fund and to assess the cost thereof against the land belonging to such owners, and it is hereby agreed that such expense shall constitute a lien against such property and be enforceable by the Association in its own name in any Court having competent jurisdiction. When paid by the owner against whose land the same has been issued, or assessed, it shall be returned to the general fund.

Land Entitled to Benefits

No real estate shall be entitled to any of the benefits of the improvements or services provided for by this Association, unless the owner or owners thereof shall have subjected their land to the terms of this agreement and to the assessments as herein provided for.

Method of Providing General Fund

For the purpose of providing a general fund to enable the said Association to perform the duties and maintain the improvements herein provided for, all land within the boundaries hereinafter described (that is, Blocks 9 to 16, inclusive, in Country Club Ridge, and Blocks 1 to 9, inclusive, in Hampstead Gardens), shall be subject to an annual improvement assessment to be paid to the Association annually in advance by the respective owners of the assessable land subject thereto, which assessable land shall be deemed to be all of the land lying within Three Hundred and Fifty (350) feet of any paved street open to vehicle travel, exclusive, however, of all land contained in streets, parks, playgrounds, or other public places, lanes or pedestrian ways open to the public or for the common use of the owners or residents of the above described territory or of all of the owners of one or more entire blocks. The amount of such assessment shall be fixed by said Association from year to year, but shall be in the proportion of, but at no time in excess of

one mill per annum for each square foot of all the assessible land within one hundred and fifty (150) feet of any paved street open to vehicle travel, and one-half of one mill per square foot per annum for all assessible land more than one hundred and fifty (150) feet, and less than three hundred and fifty (350) feet from any such paved street.

Rate of Assessment

The rate of this assessment may be increased, however, by the Association, provided that such assessment shall not be increased to an amount more than double the above mentioned rate in one year, and it shall be in the above proportion, if increased at all; and provided, further, that the resolution making such increase and stating the period of time for which such increase shall be made shall be adopted at a meeting of the members of the Association called for that purpose in which two-thirds of the votes cast shall be in favor of such resolution. But in the event that the assessment made in any one year shall be less than the normal maximum amount of the sum authorized to be assessed by the Association without such special action by the members, any part of the difference may be added to the assessment in the proportion above specified in either of the following two years provided that the resolution authorizing such cumulative assessment shall be adopted at a meeting of the members of the Association called for that purpose in which a majority of the votes that are cast shall be in favor of such resolution.

Assessments Due Jan. 1st of Each Year

The assessment for the calendar year 1921 shall be levied and shall be payable not later than thirty days after the date when this agreement shall have been filed for record in the office of the Recorder of Deeds of Jackson County, Missouri, at Kansas City, and thereafter the assessment shall be made during the year preceding the first day of January on which it is payable as hereinafter set forth. After the assessment for the calendar year 1921 this assessment shall be due and payable on the first day of January of each year, and 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 due on each tract of land owned by them.

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 and proper notice for this purpose, or for any other purpose of this contract where notices are required.

Lien on Real Estate

The assessment 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 February, then such assessment shall bear interest at the rate of eight per cent per annum from the first day of January, but if said assessment is paid before the first day of February no interest shall be charged.

When Delinquent

On or after the first day of February in each year except for the calendar year of 1921, the assessment shall become delinquent and payment of both principal and interest may be enforced as a lien on said real estate in 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 said liens as soon as they become delinquent. The assessment for the year 1921 shall be delinquent and collectible as above set forth thirty days after it is made and levied.

Termination of Liens

Such liens shall continue for a period of one year from 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.

Expenditures Limited to Assessments For Current Years

The Trustee 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 trustee enter into any contract whatever, 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 made for each year shall be applied, so far as is practicable toward the paying of the obligations of that year, and that no trustee or person shall have the power to make a contract affecting the assessment of any future or subsequent year.

Other Lands—How It May Be Added

It is expressly agreed and understood that other land may be added to the District as first herein defined and described, provided that the owners of the land to be added to the district shall sign an agreement to be bound by all the terms of this agreement, or any further modification thereof, and that the proposal to so add said land be duly approved by the Board of Di-

rectors of the Association, with the further provision, however, that the maximum limits of the territory which may hereafter be subjected to the control of the Association shall be that territory bounded on the north by Brush Creek, on the west by the State Line between Kansas and Missouri, on the east by Wornall Road, and on the south by 67th Street, with the further provision that any land which may be added from time to time shall be contiguous to the District as heretofore constituted and an intervening street shall not have the effect of breaking the contiguity within the meaning of this agreement.

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 addresses 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 of money shall be made, and any other business in connection with said Association shall be transacted, and in case of any change of such address the Association shall notify all of the 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.

New Powers May Be Given

By written consent of the owners of two-thirds of the area of all of the assessable land in said District evidenced by an agreement duly executed and 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 the owners of two-thirds of the area, provided, however, that no right to increase the rate of assessment may be so given.

To Observe All Laws and Ordinances

Said Association shall, at all times, observe all municipal ordinances, and State Laws and if, at

any time, any of the provisions of this agreement shall be found in conflict therewith, then such parts of this agreement as are in conflict with such municipal ordinances or State Laws, shall become null and void, but no other part of this agreement 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 this agreement, subject, however, to the limitations of its right to contract as is herein provided for.

How Terminated

This agreement may be terminated and all of the land now, or hereafter affected, may be released from all of the terms and provisions hereof by the owners of two-thirds of the assessable area subject thereto 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 of Jackson County, Missouri.

Covenants Running with the Land

All of the agreements and provisions herein set forth shall be deemed to be covenants running with the land and shall be binding upon the parties hereto and upon their respective heirs, successors and assigns.

IN WITNESS WHEREOF, The J. C. Nichols Realty Company and J. C. Nichols Land Company, have, by authority of their respective Boards of Directors caused this instrument to be executed by their respective Presidents, and their respective corporate seals to be hereto affixed, and the other owners have hereunto set their hands this.....day of.....1922.

(*The Above is a copy of and has been checked with the original MAINTENANCE AGREEMENT of the COUNTRY CLUB DISTRICT HOMES ASSOCIATION.)