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Grantor POST HILL HOMEOWNERS ASSOCIATION INC
Grantee POST HILL HOMEOWNERS ASSOCIATION INC

Gloria Boyer,
Recorder of Deeds

RECORDING DOCUMENT IDENTIFICATION SHEET

TITLE: AMENDMENT OF DECLARATION OF COVENANTS,
RESTRICTIONS AND DEVELOPMENT STANDARDS OF
THE OWNER'S ASSOCIATION OF POST HILL

DATE: THIS AMENDMENT IS MADE THIS 6TH DAY OF MAY,
2010

GRANTOR ADDRESS: POST HILL HOMEOWNERS ASSOCIATION, INC.
9831 N. MONTCLAIR AVENUE
KANSAS CITY, MO 64154

GRANTEE ADDRESS: POST HILL HOMEOWNERS ASSOCIATION, INC.
9831 N. MONTCLAIR AVENUE
KANSAS CITY, MO 64154

LEGAL DESCRIPTION: ATTACHED HERETO AS EXHIBIT "A" LOCATED
ON PAGE 6 HEREIN

REFERENCE BOOK & PAGE NUMBER: November 27, 1990 in Book #0748,
Page #735, instrument #011156.

BK 1165 PG 156

MOORE

**AMENDMENT OF DECLARATION OF COVENANTS,
RESTRICTIONS AND DEVELOPMENT STANDARDS OF
THE OWNER'S ASSOCIATION OF POST HILL**

COMES NOW, Tyler French, President of the Post Hill Homeowners Association, Inc., a Missouri Not for Profit Corporation and hereby files of Record Amendments to the above stated Declaration of Covenants, Restrictions, Development Standards and Owners Association. In accordance therewith, said Tyler French does hereby state and certify:

1. That the Declaration of Covenants, Restrictions, Development Standards and Owners Association was filed of record in the Office of the Recorder of Deeds of Platte County on November 27, 1990 in Book #0748, Page #735, instrument #011156.

2. That a Meeting of the members of the Post Hill Homeowners Association, Inc. on May 6, 2010 was duly held and called in pursuant to Notice to all Members and at which a quorum was present, the following Resolutions were passed:

RESOLVED, under the provisions of the Declarations, Covenants, Restrictions, Development Standards and Owners Association of Post Hill dated November 27, 1990 specifically Article VII, Section 2a and b are hereby amended to read:

3. **Maintenance, Repair and Utilities**

a. **By the Association:**

From the proceeds of assessments received pursuant to Article V of this Declaration, the Association shall provide routine repair, maintenance and care of the interior private streets and sidewalks, all improvements and construction upon real estate owned by the Association, including the exterior and roofs thereof, water lines where provided for in Article V, Section 2.f of this Declaration, walks, trees, scrubs and grass within the Common Areas and outdoor lighting equipment not attached to improvements owned by the owners. The frequency and the materials to be used in the performance of all such routine repair, maintenance and care shall be determined solely by the Association and shall not be subject to the control of any Owner.

Further, from the proceeds of assessment, the Association shall provide for water, but only when required for use in the common areas.

b. **The responsibility of each Owner of units shall be as follows:**

- To provide all maintenance and care to the exterior portions of the Owner's Townhouse Unit.
- To maintain, repair and replace at his expense all portions of his Lot and Townhouse Unit constructed thereon which are not the

responsibility of the Board of Directors of the Association, including, but not limited to all appliances, heating, plumbing, electrical, roofs, air conditioning, air conditioning compressor and related facilities, fixtures, or installations, and any portion of any utility services, including service lines from the Townhouse Unit to the main line where individually served, located within the Lot and Townhouse Unit constructed thereon, and located within all other improvements attached to and comprising in the townhouse structure. Each Owner shall be responsible for the repair, maintenance, care and replacement of all windows and other glass surfaces, doors, and all interior improvements and fixtures which are appurtenant to each Townhouse Unit, including without limitation responsibility for all breakage, damage, malfunction, repair and maintenance thereof, and other structural integrity of individual unit.

- **Roofs:**

(1) The roofs of the various multiunit buildings are integral to all units in the same building and their care and maintenance shall be coordinated by the Homes Association. A homeowner should report any roof problems to the Association. Any repairs or maintenance of the roof shall be the responsibility of the homeowner; provided, however, that any repair or maintenance provided by the owner must use material common and compatible to the roofs as they have been installed. The source and type of such material may be obtained from the Homes Association.

(2) If major repairs or replacement of a roof becomes necessary the Board of the Home Association, at its sole option, may elect to treat the repair as a common one and proceed to make the repair. In such case, the owners of units in any building to which roof repairs have been made may be subject to special assessment in addition to the assessment to which such owner's unit is subject and must be paid by or on behalf of said owner within thirty (30) days after written demand unless a different payment program is established by the Board of Directors. Such special assessments shall be enforceable and secured by a lien as in the case of all other assessments.

- Each Owner shall keep clean and groomed any privately enclosed fence area appurtenant to their Unit, whether owned or not.

- Further, each Owner shall pay all utilities to his Townhouse Unit except in those instances where water is paid for by the Association as set out in Article V, Section 2.f. of this Declaration.

- In the event that the needs for such maintenance, care or repair or extraordinary services to any Townhouse Unit is not provided by the Owner, such maintenance and care may be provided by the Association and the cost of such

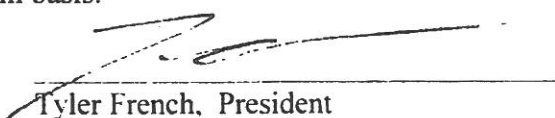
- Further, each Owner shall pay all utilities to his Townhouse Unit except in those instances where water is paid for by the Association as set out in Article V, Section 2.f. of this Declaration.

- In the event that the needs for such maintenance, care or repair or extraordinary services to any Townhouse Unit is not provided by the Owner, such maintenance and care may be provided by the Association and the cost of such maintenance, care, or repair not covered by insurance shall be added to and become an additional assessment, in addition to the assessment to which such Owner's Unit is subject, and must be paid by or on behalf of said Owner within thirty (30) days after written demand therefore from the Board of Directors of the Association and shall be enforceable and secured by a lien as in the case of all other assessments.

RESOLVED, that the Declaration of Covenants and Restrictions of this Association as stated in Article V, Section 11, Initiation Fees and as Amended on June 4, 2001, Recorded as Amendment 0009790 in the Office of the Recorder of Deeds of Platte County, Missouri is hereby deleted in its entirety and amended to read:

Initiation Fees. The Board of Directors shall have the right to assess a one-time initiation fee not to exceed \$1,500 for the Townhouse Units upon the initial and first occupancy of such units and upon any units which have been purchased and resold by the Declarant acting in its function as the Developer. Said funds shall be applied by the Board of Directors as follows:

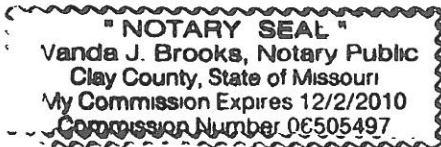
- (a) A deposit of such funds in a savings account until a reserve for six months of expenses of the Homes Association has been accumulated. Said funds may be used as necessary from time to time by the Board for operation and maintenance of the Subdivision.
- (b) After a sufficient amount has been deposited in the reserve specified in subsection (a) above, said funds shall be deposited in a Reserve Fund entitled "The Building Maintenance Reserve Fund";
- (c) The Board of Directors shall also have the authority to deposit other funds in the Building Maintenance Reserve Fund.
- (d) Funds deposited in the Building Maintenance Reserve Fund are specifically established and dedicated to meet the Association's responsibility for building maintenance on a long term basis.

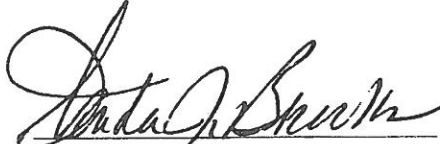

Tyler French, President

STATE OF MISSOURI)
) ss.
COUNTY OF CLAY)

On this 6th day of May, 2010, before me appeared Tyler French to me personally known, who being by me duly sworn, did say that he is the President of Post Hill Homeowners Association, Inc., a Missouri Corporation, and that the seal affixed to the foregoing 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 Tyler French 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 notary seal at my office in Kansas City, Clay County, Missouri, the day and year last above written.




Wanda J. Brooks, Notary Public
Printed: Wanda J. Brooks

BK1165PG0156

EXHIBIT "A"

LEGAL DESCRIPTION

THAT PART OF THE SW $\frac{1}{4}$ OF SECTION 31, T52N, R33W, OF THE 5TH P.M., KANSAS CITY, PLATTE COUNTY, MISSOURI, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SW CORNER OF SAID SECTION 31; THENCE N89° - 57' - 22" E (ALL BEARINGS REFERENCED TO KANSAS CITY, MISSOURI INDEPENDENT GRID SYSTEM) ON THE SOUTHERLY LINE OF SAID SW $\frac{1}{4}$, 1016.40 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N89° - 57' - 22" E ON SAID SOUTHERLY LINE, 631.48 FEET TO A POINT WHICH IS S89° - 57' - 22" W, 1000.00 FEET FROM THE SE CORNER OF THE SW $\frac{1}{4}$ OF SAID SECTION 31; THENCE N 12° - 57' - 22" E, 1692.15 FEET; THENCE N 18° - 28' - 57" E, 152.37 FEET; THENCE NORTHWESTERLY ON A CURVE TO THE RIGHT (SAID CURVE HAVING AN INITIAL TANGENT BEARING N79° - 15' - 15" W, A RADIUS OF 779.00 FEET, CHORD BEARING N65° - 37' - 38" W, A CHORD DISTANCE OF 367.07 FEET) AN ARC DISTANCE OF 370.55 FEET TO A POINT OF TANGENCY; THENCE N52° - 00' - 00" W, 134.58 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ON A CURVE TO THE RIGHT (SAID CURVE HAVING A RADIUS OF 184.00 FEET, CHORD BEARING N45° - 46' - 58" W, A CHORD DISTANCE OF 39.85 FEET) AN ARC DISTANCE OF 39.93 FEET TO A POINT OF TANGENCY; THENCE N39° - 33' - 56" W, 308.27 FEET; THENCE NORTHWESTERLY ON A CURVE TO THE RIGHT (SAID CURVE HAVING AN INITIAL TANGENT BEARING N34° - 41' - 01" W, A RADIUS OF 184.67 FEET, CHORD BEARING N14° - 37' - 29" W, A CHORD DISTANCE OF 126.68 FEET) AN ARC DISTANCE OF 129.30 FEET, TO A POINT THAT IS 60.00 FEET SOUTHEASTERLY FROM, AS MEASURED PERPENDICULAR TO, THE CENTER LINE OF N.W. SKYVIEW DRIVE AND A POINT OF TANGENCY; THENCE N5° - 26' - 04" E ON A LINE 60.00 FEET SOUTHEASTERLY FROM AND PARALLEL WITH SAID CENTER LINE, 20.00 FEET; THENCE N84° - 33' - 56" W, 25.00 FEET TO A POINT THAT IS 35.00 FEET SOUTHEASTERLY FROM AS MEASURED PERPENDICULAR TO THE CENTER LINE OF N.W. SKYVIEW DRIVE; THENCE S5° - 26' - 04" W, ON A LINE 35.00 FEET SOUTHEASTERLY FROM, AND PARALLEL WITH SAID CENTERLINE, 2062.91 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ON A CURVE TO THE RIGHT (SAID CURVE HAVING A RADIUS OF 475.74 FEET, CHORD BEARING S14° - 37' - 57" W, A CHORD DISTANCE OF 152.09 FEET) AN ARC DISTANCE OF 152.75 FEET TO A POINT OF TANGENCY; THENCE S23° - 49' - 50" W, 260.07 FEET TO THE POINT OF BEGINNING. (SAID TRACT CONTAINS 30.985 ACRES.)

BK 165 PG 0156