

Ruskin Heights Homes Association

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2018 Declarations / Covenants & Restrictions

We propose to change our current document titled 'Declarations' to Covenants and Restrictions. The change is not merely cosmetic, but necessary to reflect the required updating of this antiquated document originally established to provide guidelines for a rural independent township, to our present entity, a suburb of a large metropolitan city.

The laws and codes under which we currently operate have vastly changed in the last 50 years. The cost of monitoring and maintaining them have changed as well. The current 'Declarations' limits the dues to \$40, which was adequate for the mid-20th century, but severely limits our ability to provide adequate services in the present.

Accordingly, we would like to propose a \$10 annual increase in dues, (keeping our \$100 maximum cap) to continue providing existing services and expand our services encompassing the following:

- Titan Security patrols in our neighborhood.
- Operating our Office with employees to assist in providing information and services to our members
- Working with Abandoned Houses through Legal Aid representation
- Provide mowing of tall grass, when the owner is unable to keep their property mowed
- Mowing the seven common areas
- Begin a Video Block Watch using cameras located at properties
- Work with owners in identifying code violations and seek assistance for our owners who may need grants.
- Working with Parks & Rec, City of Kansas City and KCPD for cameras in the Parks and intersections to monitor illegal dumping, speeding cars and shootings.

RUSKIN HEIGHTS HOMES ASSOCIATION

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to the **Ruskin Heights Homes Association, Inc.**, its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property which is situated in any portion of the platted subdivisions known as Ruskin Heights and Ruskin Village, located in Kansas City, Jackson County, Missouri.

Section 3. "Common Area" shall mean all real property owned or leased by the Association for the common use and enjoyment of the Members of the Association. Specifically,

- 108th Street and Ruskin Way, East of Blue Ridge Blvd (triangle island between the 108th Street and Ruskin Way).
- Ruskin Heights Tree Arbor and Circle just across the street from Ruskin High School, 111th Street between (East of) Blue Ridge Blvd and (West of) Ruskin Way (Median between the west and east bound lanes and the circle). Also, the Ruskin Heights Homes Association Tornado Memorial Monument will be maintained.
- North of Crystal Ave and 113th Street on Ruskin Way prior to the split to East 114th Street (triangle island between the 113th Street and Ruskin Way).
- East 114th Street just West of Bristol Ter (triangle island between 114th Street and Bristol Ter).
- East 112th Street and Winchester Ave (triangle island between Winchester Ave and 112th Street)
- Delmar Street and East 114th Street (triangle island between Delmar Street, Sycamore Ter and 114th Street)
- East 113th Street and Eastern Avenue (triangle island between 113th Street and Eastern Ave)

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision plat relating to the Properties, excepting the Common Area and land devoted to use by Commercial Units or Church Units.

Section 5. "Improved Lot" shall mean and refer to any Lot, as defined herein, which has a completed Dwelling unit constructed upon it.

Section 6. "Commercial Units" shall mean occupied premises upon which commercial business operations are conducted, on a regular or routine basis, without regard to whether such unit is owned or leased by the occupant, on land located within the Properties. For purposes of this instrument commercial buildings shall be considered occupied only when business activity is actually being conducted on the premises on a regular or routine basis, or when a valid lease to such premises in effect between the Owner and some other individual or entity.

Section 7. "Church Unit" shall mean occupied premises upon which religious or similar not-for-profit operations are conducted, without regard to whether such unit is owned or leased by the occupant, on land located within the Properties. For purposes of this instrument Church buildings shall be considered occupied only when not-for-profit activity is actually being conducted on the premises on a regular basis or when a valid lease to such premises in effect between the Owner and other individual entity.

Section 8. "School Unit" shall mean occupied premises upon which educational activities are carried out by a political entity on a not-for-profit basis.

Section 9. “Member” shall mean and refer to every person or entity who holds membership in the Association pursuant to Article III of this Declaration.

Section 10. “Owner” shall mean any owner or owners, of legal title of record to any Lot within the limits of Ruskin Heights and Ruskin Village subdivisions of land in Jackson County, Missouri. All rights and responsibilities flowing from or associated with the ownership of a Lot within the Association shall be borne by the Owner even if the Owner has leased the Lot to a tenant or other person or entity.

ARTICLE II

MEMBERSHIP

Section 1. Membership Any owner or owners, of legal title of record to any lot within the limits of Ruskin Heights and Ruskin Village subdivisions of land in Jackson County, Missouri, which lot has or shall hereafter be legally or equitably restricted and subjected to the “Homes Association Declaration” recorded in the Offices of the Recorder of Deeds of Jackson County, Missouri or any extension, modification, or revision thereof, shall be a member of this Association. Membership in the Association shall run with the land and shall not be allowed to be separated from the ownership of the land itself. If an owner of the land does not reside upon that land, the owner shall, at all times, have on file with the office of the Ruskin Heights Homes Association, Inc., a local agent, responsible for and able to be contacted with regard to maintenance and related issues.

Section 2. Title held by legal entity, including Corporation or Limited Liability Company. In case legal title to any improved lot in the subdivision is held by a legal entity, including a Corporation, Partnership, or Limited Liability Company, or trust, the entity shall designate, in writing one, of its officers, members, trustees, or employees as its member representative, who shall upon filing such writing with the Office of the Association become the representative member. If the designated officer, member, trustee, or employees, designated as the representative member, does not reside upon that land, the owner shall at all times, have on file with the office of the Ruskin Heights Homes Association, Inc. a local agent, responsible for and able to be contacted with regard to maintenance and related issues.

Section 3. Title held by joint Tenants or by Tenants in Common or Tenants by the Entirety. In case the legal title to any improved lot in the Subdivision is held by more than one person, including a married couple, is in any form of joint Tenancy, tenancy by the entirety, or tenancy in common, the owners thereof shall be a member but shall jointly have the right to cast only one vote for each vacancy to be filled at any election or on any question, or such owners may, if they prefer, designate in writing one of them as a member in their stead who shall upon filing such writing with the Office of the Association become a designated member. Where a petition is signed, or ballot or vote cast by any one of the persons comprising a member under this section, it shall be assumed that the person so signing or voting did so with authority of all other persons comprising the member. If all of the owners of the land do not reside upon that land, the owners shall, at all times, have on file with the office of the Ruskin Heights Homes Association, Inc. a local agent, responsible for and able to be contacted with regard to maintenance and related issues.

Section 4. Title held by a minor. In case of the legal title to any improved lot in the subdivision is held by one or more minors, then their natural or legal guardian shall be a member. If there be more than one such guardian they shall jointly have the right to cast only one vote for each vacancy to be filled at any election or on any question, or such guardian may, if they prefer, designate in writing one of them as a member in their stead, and he shall upon filing such writing with the Office of the Association become a member. If an owner of the land is a minor, the owner shall, at all times, have

on file with the office of the Ruskin Heights Homes Association, Inc. an agent over the age of 18, responsible for and able to be contacted with regard to maintenance and related issues.

ARTICLE III

VOTING RIGHTS

All voting rights shall be vested exclusively in the owners of Improved Lots and all the owners of Improved Lots or their duly accredited representative as herein provided shall have the right to cast but one vote for each Improved Lot he, it, or they own or owns, regardless of the number of square feet in said lot or lots. Voting rights only extend to those members in good standing as defined in the bylaws of the Ruskin Heights Homes Association, Inc.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Member, for each Lot, by acceptance of the deed for the property in the Association, hereby covenants and agrees to pay the association: the annual assessment or charges as allowed herein, as such assessments are established pursuant to these declarations. The annual and special assessments, together with such interest and late fees and costs of collections, as herein provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made, to pay to the Association: (1) annual assessments or charges, and (2) special assessments for maintenance and capital improvements, such assessments to be fixed, established and collected from time to time as hereinafter provide. The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made.

Section 2. Purpose of Assessments

- a) **Annual Assessments.** The annual assessments levied by the Association shall be used exclusively for the purpose of promoting the health, safety and welfare of the residents in the Properties, and in particular for the improvements and maintenance of the Properties, services and facilities devoted to the purpose and related to the use and enjoyment of the Common Area, and of the buildings situated upon the Properties, and for any other purpose which is necessary or desirable for the maintenance and improvement of the Properties and Common Area or which is to be of general benefit to the Owners and Occupants.
- b) **General Fund.** In order to provide funds for the Homes Association to perform the duties and maintain the improvements herein provided, all land in RUSKIN HEIGHTS is subject to an annual assessment. Beginning with the first annual assessment following the enactment of the First Amended Declaration of Covenants, Conditions and Restrictions, the first assessment to be paid to the Home Association is assessed as of January 1, 2019, at the annual rate of fifty dollars (\$50.00) per annum for each improved lot, and fifteen dollars (\$15.00) Per annum for each unimproved lot as may exist on that date. Such assessments shall be paid within 30 days, at which time it shall become delinquent. Subsequent assessments in like amount are levied as of January 1st, of each year and payable within 30 days of the 1st of said year so long as the Homes Association shall be responsible under this Declaration. The next assessment on January 1st thereafter shall be in an amount as the Homes Association Board of Directors may determine but shall not exceed the annual rate of One Hundred Dollars (\$100.00) per annum for each improved lot and thirty-five

(\$35.00) per annum for each unimproved lot as same may exist at the time of levy, unless the owners of the majority of the lots herein specified consent in writing by an instrument to be recorded in the office of the Recorder of Deeds, Jackson County, Missouri, to an annual rate in excess of that herein specified.

- c) **Special Maintenance Assessments.** Special assessments may be imposed by the Board of Directors upon any Lot or other land upon which Residential or Commercial Units are located, for the purpose of maintaining the exterior appearance thereof if the Owner shall have failed or refused to do so, including but not limited to mowing and cleaning of unsightly brush and debris, painting, repairing, replacing and caring for roofs, gutters, downspouts, and exterior building surfaces, trees, shrubs, grass, walks, and other exterior improvements necessary to keep the Owner's property from deteriorating or becoming unsightly. For the purpose, solely of performing the exterior maintenance authorized by this paragraph, representatives of the Association and its duly authorized agents or employees shall have the right, after reasonable notice to the Owner, to enter upon any Lot, unit or other property at reasonable hours.

Section 3. Maximum Annual Assessment. The maximum annual assessment determined by the Board of Directors of the Association, shall be One hundred Dollars (\$100.00) for each Lot, One Hundred Dollars (\$100.00) for each Commercial Unit, , and Thirty-Five Dollars (\$35.00) per lot for undeveloped lots; provided, however, that assessments for all Lots, units and land owned by the Class C Member, as defined by Article IV, shall be assessed separately from other Lots, units, and land, as may be reasonably necessary to provide for the care, maintenance and welfare thereof, without regard to the foregoing maximum annual assessments and without regard to the assessments imposed against other Lots, units and land.

- a) From and after January 1, 2020, the maximum annual assessment in each of the heretofore enumerated categories may be increased effective January 1 of each year without a vote of the membership in conformance with the rise, if any, of the Consumer Price Index (published by the Department of Labor, Washington, D.C.) for the preceding month of July.
- b) From and after January 1, 2020, the maximum annual assessment for any or all categories may be increased without regard to the Consumer Price index formula by a vote of the Members for the next succeeding year, and at the end of each such period of one year, for each succeeding year, provided that any such change shall have the assent of a majority of the votes of each class of Members who are voting in person or by proxy at an annual meeting or a duly called for this purpose, written notice of which shall be sent to all Members not less than 30 days nor more than 60 days in advance of the meeting setting forth the purpose of the meeting. The limitations hereof shall not apply to any change in the maximum and basis of the assessments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation.
- c) After consideration of current maintenance costs and future needs of the Association, the Board of Directors may fix the annual assessment at any amount not in excess of the maximum, provided, however, the actual assessments for each of the heretofore identified categories must bear the same ratio to the assessments imposed in other categories as the maximum annual assessment for each such category bears to the maximum annual assessments for other categories.

Section 4. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate within all categories of Lots, Units, and Land, and may be collected on a monthly basis.

Section 5. Quorum for Any Action Authorized under Sections 2 and 4. At a meeting called, as provided in Sections 2 (c) and 4 (b) hereof, the presence at the meeting of Members or of proxies entitled to cast sixty percent (60%) of all votes of each class of membership shall constitute a

quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth in Section 2 and 4, and the required quorum at any such subsequent meeting shall be one half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. Effect of Nonpayment of Assessments: Remedies of the Association.

Any assessments which are not paid when due shall be delinquent. If the assessment is not paid by July 1, of the same year shall incur a late fee of \$5.00. At any time, the Homes Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property, and Assessments, late fees, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessment provided for herein by non-use of the Common Area or abandonment of his Lot or other property.

Section 7. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages. Sale or transfer of any Lot or land shall not affect the assessment lien, including the sale or transfer of any Lot or land which is subject to any mortgage, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof, which shall explicitly, not extinguish the lien of such assessments, fees or costs as to payments thereof which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot or land from liability for any assessments thereafter becoming due or from the lien thereof.

Section 8. Exempt Property. The following property subject to this Declaration shall be exempt from the assessments created herein:

- (a) all property dedicated to and accepted by a local public authority;
- (b) the Common Area; and
- (c) all properties owned by a charitable or nonprofit organization exempt from taxation by the laws of the State of Missouri;
- (d) all properties designated as commercial units as defined herein or in the bylaws.

However, no land or improvements devoted in whole or part to Dwelling use shall be exempt from said assessment. The Board of Directors of the Homes Association shall be authorized to grant "exempt property" status to any property which they believe should have such status upon a vote of the majority of the members of the Board of Directors. The Homes Association shall keep a list of all exempt property in the Homes Association.

ARTICLE V

GENERAL USE RESTRICTIONS

All of the existing property and all additional lands which shall be subject to this Declaration under Article II above shall be subject to the following use restrictions:

Section 1. Compliance with Laws and Restrictions. No Lot or land may be improved, used or occupied for purposes other than as provided by the applicable zoning laws and restrictions filed of record in relation thereto.

Section 2. Temporary Structures. No structure of a temporary character, including but not limited to Camp Trailers/RVs, tent, shack, garage, barn, carport or other outbuildings shall be used on any Lot at any time as a residence, either temporarily or permanently or on any other property as a Residential or Commercial Unit. Outbuildings shall be constructed of similar materials as the residence and shall only be used for storage and similar uses.

Section 3. Animals. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any Lot or other tract of land, except that dogs, cats or other household pets may be kept in residential areas, provided that they are not kept, bred or maintained for any commercial purposes.

Section 4. Signs. Signs shall not be placed in the common areas, as defined herein. No Signs shall be placed in a portion of a lot which is subject to a city easement. Election signs may be placed in accordance with city ordinances but shall not be placed more than 21 days prior to the election for which the advertisement applies and shall be removed no more than 7 days following said election. Signs advertising the sale or rental of any Lot or other land, whether or not improved, located within the Properties shall be placed upon the property as allowed herein, the sign shall not be more than five (5) square feet in area advertising for sale or rental. All signs shall be removed no more than 7 days after the sale or rental is accomplished. No other signs of any type whatsoever may be placed or erected on residential property. Signs appropriate to the use thereof, anything to the contrary herein notwithstanding, may be placed or erected on Commercial Units following occupancy and approval by the Homes Association.

ARTICLE VI

ADDITIONAL USE RESTRICTIONS APPLICABLE TO RESIDENTIAL LOTS

All Lots, as heretofore defined, located within the existing Properties or additional lands which shall be subject to this Declaration under Article II above shall be subject to the following use restrictions in addition to those contained in Article VII, next.

Section 1. Land Use. None of said Lots may be improved, used or occupied for other than private residence purposes (except for model homes used by the Developer or commercial buildings) and no flat or apartment house, although intended for residential purposes, may be erected thereon. Any residence erected or maintained on any of said Lots shall be designed and used for occupancy by a single family. The Board of Directors may designate a lot or lots for other uses such as community gardens or other uses for the common good of the Members of the Homes Association.

Section 2. Height Limitation. Any residence erected on any of said Lots shall not be more than two (2) levels in height.

Section 3. Minimum Size Requirements. Any residence consisting of a single level above ground level shall contain a minimum of 700 square feet of enclosed floor area. If, however, a single level residence shall contain a basement garage, the minimum enclosed floor area shall be 500 square feet. All residences constructed shall conform to the applicable city codes with regards to size, setback, location and placement with regard to easements of record.

Section 4. Building Lines. No part of any residence shall be located on any Lot nearer to the front street or the side street than is the front building line or the side building line shown on the recorded plat. However, a residence or part of any residence may be located on any Lot nearer than the said building line shown upon said plat with the written consent of the City of Kansas City.

Section 5. Driveways. Driveway means a hard-surfaced area designed and constructed specifically for use by motorized vehicles as a path for the vehicle to be driven across or as a location at which a vehicle could be parked or stored. Such driveways and parking areas shall include only that surface area that is continuously connected to a public or private street via a paved surface wide enough for use by a standard Passenger Car. The paving material for a "Paved Driveway or Paved Parking Area" shall consist of concrete, asphalt, paving bricks or similar material approved by the Homes Association. The driveway on each Lot shall contain sufficient paved area or hard-surface for the off-street parking of at least two cars. All driveways shall be constructed as set forth in Kansas City Municipal Ordinance 88-420-12 or other applicable Ordinances with regard to size and location.

Section 6. Parking of Motor Vehicles, Boat and Trailers. All vehicles parked on lots must be operable, not leaking fluids, properly licensed and registered, and be maintained in a clean, well-kept state that does not detract from the appearance of the surrounding area. No trucks or commercial vehicles licensed for over 12,000 pounds, boats, or other similar water-borne vehicles, house trailers, boat trailers, trailers of every other description, campers or camping units shall be permitted to be parked or to be stored on any Lot, nor shall any inoperative vehicle of any type be parked or stored on any Lot for more than 72 hours unless they are parked or stored in an enclosed garage or in such other enclosure approved by the Homes Association, except only during periods of approved construction on the Lot. This prohibition of parking shall not apply to temporary parking of trucks and commercial vehicles, such as for pick-up, delivery, and other commercial services.

ARTICLE VII

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any Lot, unit or tract of land subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of thirty (30) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years. The Declaration of Covenants and Restrictions may be amended at any time by an instrument signed by Members entitled to cast not less than a majority of the total votes in the Homes Association, without regard to class. Any amendment must be properly recorded.