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CONDOMINIUM PROPERTY DECLARATION
WESTPORT LANDING CONDOMINIUM SUBDIVISION

THIS DECLARATION, made on this 15th day of April, 1981, by W & L Investments, a Missouri general partnership, hereinafter referred to as "Developer," pursuant to the provisions of the Condominium Property Act of the State of Missouri, Chapter 448 of the Revised Statutes of Missouri (hereinafter sometimes referred to as the "Act"), for the purpose and intent of submitting the real property hereinafter described and the improvements located or to be located thereon to the provisions of the Act,

WITNESSETH:

WHEREAS, Developer is the owner of the real property described in Exhibit "A" attached hereto and improvements located thereon and the easements appurtenant thereto, all hereinafter referred to as the "Property;" and

WHEREAS, Developer desires by recording this Declaration, together with the Exhibits hereto, which are incorporated herein by reference, to submit said Property to and under the provisions of the Act, such Property, as hereby established as a condominium, to be known as "WESTPORT LANDING CONDOMINIUM SUBDIVISION;"

NOW, THEREFORE, Developer does hereby and upon the recording of this Declaration, duly executed and acknowledged, submit the Property in the manner and form shown on the "Plat" (hereinafter defined) to the provisions of the Act, and declares that the Property shall be held, hypothecated, encumbered, leased, rented, occupied, improved and in any other manner utilized, upon and subject to the provisions of the Act and to the covenants, conditions, restrictions, uses, limitations and obligations set forth in this Declaration and the Exhibits hereto, all of which shall run with all or any portion of the Property and shall be binding upon and inure to the benefit of Developer, its grantees, successors and assigns, and any persons, associations, corporations or other legal entities acquiring or owning any interest in the Property, their grantees, successors, heirs, executors, adminis-

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to: CITY CLERK, CITY HALL
414 E. 12TH ST.
KANSAS CITY, MO. 64108

trators, and assigns. In furtherance of the establishment and submission of the Property to the provisions of the Act, it is hereby provided as follows:

(1) Definitions. As used in this Declaration and in the Bylaws attached hereto as Exhibit "B," unless the context clearly requires otherwise, the following terms shall have the meanings hereinafter set out:

(a) Act. "Act" shall mean the Condominium Property Act of the State of Missouri, Chapter 448 of the Revised Statutes of Missouri, as from time to time amended. Said statutes are sometimes referred to hereinafter as "R.S.Mo."

(b) Association. "Association" shall mean the "THE WESTPORT LANDING CONDOMINIUM SUBDIVISION ASSOCIATION".

(c) Bylaws. "Bylaws" shall mean the Bylaws of the Association attached hereto as Exhibit "B," as the same may be amended from time to time as therein provided.

(d) Common Elements. "Common Elements," where used without modification, shall mean both the General Common Elements and the Limited Common Elements.

(e) Declaration. "Declaration" shall mean this instrument and amendments thereto.

(f) Developer. "Developer" shall mean W & L Investments, a Missouri general partnership, and any successor thereto.

(g) General Common Elements. "General Common Elements" shall mean all portions of the Property except the Units and the Limited Common Elements.

(h) Limited Common Elements. "Limited Common Elements" shall mean common areas and facilities reserved for the use of specified Units to the exclusion of others, consisting of: (i) all patios (designated on the Plat by the letter "P" and a corresponding Unit number); and (ii) all balconies (designated on the Plat by the letter "B" and a corresponding Unit number). The Limited Common Elements shall be appur-

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tenant to and run with the Units designated.

(i) Manager and Board of Managers. "Manager" and "Board of Managers" shall mean the person or persons constituted as such pursuant to the Bylaws to conduct the business and administer the affairs of the Association.

(j) Parcel. "Parcel" shall mean the lot or lots, tract or tracts of land, including additional tracts added by subsequent amendment described in this Declaration or amendments thereto, if any, submitted to the provisions of the Act.

(k) Person. "Person" shall mean a natural individual, corporation, partnership, trustee or other legal entity capable of holding title to real property.

(l) Plat. "Plat" shall mean that certain plat of survey of the Parcel and all Units included in the Property, recorded contemporaneously herewith on which appears a statement identifying it with this Declaration, said Plat being incorporated herein by this reference.

(m) Property. "Property" shall mean all the land, property or properties and space comprising the Parcel, all improvements and structures erected, constructed or contained therein or thereon, including the building or buildings and all easements, rights and appurtenances belonging thereto, and all fixtures and equipment intended for the mutual use, benefit or enjoyment of the Unit Owners, submitted to the provisions of the Act.

(n) Record. "Record" shall mean to file of record in the office of the Department of Records of Jackson County, Missouri, in Kansas City, Missouri.

(o) Unit. "Unit" shall mean a part of the Property including one or more rooms, occupying one or more floors or a part or parts thereof, designed and intended for any type of independent use, and having lawful access to a pub-

lic way, each Unit and the legal designation thereof, being as shown on the Plat, and which shall consist of the following portions of the building in which it is located: (i) the interior surface of each bearing wall; (ii) the interior surface of each ceiling; (iii) the upper surface of each sub-floor; (iv) the interior surface (including all glass or glass substitute) of the windows and doors set in bearing walls; (v) the air space enclosed within the area described and delimited in (i) through (iv) above; (vi) any and all walls, ceilings, floors, partitions and dividers wholly within such air space (but excluding any pipes, ducts, wires, cables, conduits, bearing beams or supports contained within such walls, ceilings, floors, partitions and dividers or within such air space); and (vii) all plumbing, heating, ventilating, air-conditioning, lighting, cooking and other fixtures and equipment (exclusive of pipes, ducts, wires, cables or conduits) located wholly or partly within such air space. Nothing in the use of the term "Unit" shall be deemed to preclude the use of such a Unit for any lawful purpose permitted under the Act, this Declaration and the Bylaws, as the same may be amended from time to time.

(p) Unit Interest. "Unit Interest" shall mean the percentage of ownership interest in the Common Elements allocated to each Unit as designated on Exhibit "C" attached hereto. Any specified percentage of the Unit Owners means such percentage in the aggregate in Unit Interest of the undivided ownership in the Common Elements.

(q) Unit Owner. "Unit Owner" shall mean the person or persons whose estates or interests, individually or collectively, aggregate fee simple absolute ownership of a Unit.

(2) Unit Description and Percentage. (Refer to Section 448.030 R.S.Mo.). The legal description of each Unit is designated by number or symbol on Exhibit "C" attached hereto, and following each Unit designation on Exhibit "C" is the percentage of ownership

interest ("Unit Interest") in the Common Elements allocated to each Unit. The percentages shall be computed by taking as a basis the value of each Unit in relation to the value of the Property as a whole. The percentages shall not be changed except by agreement of all Unit Owners. In determining the value of each Unit, for the purpose of determining percentage of Unit Interest, Developer has determined to use and has used substantially the factor of useable square footage in each respective Unit as such square footage relates to the total useable square footage in all Units, and has not considered the interior finish and improvements, these latter matters being personal and subjective in nature and subject to change from time to time by the Unit Owners and succeeding Unit Owners. Such factor is expressed as a percentage the sum of which is 100%. All Units are intended and restricted to use in the manner set forth in Article V, Section 11, of the Bylaws (Declaration Exhibit B).

(3) Ownership of Units. (Refer to Section 448.050 R.S.Mo.). Upon recording of this Declaration and the Plat, the Property shall become subject to the provisions of the Act, and all Units shall thereupon be capable of ownership in fee simple or any lesser estate, and may thereafter be conveyed, leased, mortgaged or otherwise dealt with in the same manner as other real property. Such ownership shall be subject to the provisions, conditions, limitations imposed by the Act, this Declaration and the Bylaws and rules and regulations of the Association. Each Unit Owner shall be entitled to the Unit Interest percentage in the Common Elements appertaining to such Unit as computed and set forth in Exhibit "C," and ownership of such Unit and of the Unit Owner's corresponding Unit Interest percentage in the Common Elements shall not be separated, nor shall any Unit, by deed, plat, court decree or otherwise, be subdivided or in any other manner separated into tracts or parcels smaller than the whole Unit as shown on the Plat. In the event that two (2) or more Units are now or hereafter owned by one Unit Owner, such Unit Owner shall be entitled to the aggregate Unit Interest percentage in the Common Elements appertaining to each such Unit.

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Subject to the provisions of the Bylaws and the rules and regulations of the Association applicable to the Property, the General Common Elements such as walks, drives, parking areas, building entrances, foyers, stairways, elevators, halls, corridors, basements, utility rooms, storage areas, laundry rooms and the like, may be used by each Unit Owner, occupants of the respective Units, their employees, invitees and guests, for the purposes for which such Common Elements are designed and intended, and, without limiting the foregoing, for the express purpose of providing ingress to and egress from the respective Units.

The Unit Owner of any Unit to which a Limited Common Element is appurtenant shall have an exclusive easement for the use of the same but such use shall be subject to the provisions of the Bylaws and the rules and regulations of the Association applicable to the Property.

(4) Conveyance of Unit Owner's Interest. (Refer to Section 448.060 R.S.Mo.). Every deed, lease, mortgage or other instrument may legally describe a Unit by its identifying number or symbol as shown on the Plat and as set forth in this Declaration, and every such description shall be deemed good and sufficient for all purposes, and shall be deemed to convey, transfer, encumber or otherwise affect the Unit Owner's corresponding Unit Interest percentage in the Common Elements even though the same is not expressly mentioned or described therein.

(5) Indivisibility of Common Elements. (Refer to Section 448.070 R.S.Mo.). As long as the property is subject to the provisions of the Act, the Common Elements shall, except as provided in Section 448.140 R.S.Mo., remain undivided, and no Unit Owner shall bring any action for partition or division of the Common Elements. Any covenant or agreement to the contrary shall be null and void. Nothing contained herein, however, shall prevent partition of a Unit as between co-owners thereof, if such right of partition shall otherwise be available, but such partition shall not be in kind.

(6) Common Element Costs. (Refer to Section 448.080 R.S.Mo.).

(a) Amount of Costs. Every Unit Owner shall pay his proportionate share of the expenses of administration, main-

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such request shall be subordinate to the lien of such encumbrance. Any encumbrancer holding a lien on a Unit may pay any unpaid common expenses payable with respect to such Unit, and upon such payment, such encumbrancer shall have a lien on such Unit for the amounts paid at the same rank as the lien of his encumbrance.

(c) Foreclosure of Lien for Common Expenses. The lien to secure payment of common expenses shall be in favor of the members of the Board of Managers and their successors in office, and shall be for the benefit of all other Unit Owners, and may be foreclosed by an action brought in the name of the Board of Managers in like manner as a mortgage of real property, as provided by Missouri Statutes. The members of the Board of Managers and their successors in office, acting on behalf of the other Unit Owners, shall have the power to bid in the interest so foreclosed at foreclosure sale, and to acquire and hold, lease, mortgage and convey the same. Any recovery obtained by the Board of Managers as a result of the foreclosure action or any moneys obtained through acquisition, sale or lease, as aforesaid, shall be first applied to the unpaid common expense applicable to the Unit.

(d) Deed in Foreclosure Subject to Declaration. In the event any person acquires or is entitled to the issuance of a sheriff's or other official deed in foreclosure of the lien for common expenses above provided, the deed conveying the interest of any Unit Owner, and the interest so acquired, shall be subject to all of the provisions of the Act and to the terms, provisions, covenants, conditions and limitations contained in this Declaration, the Plat, the Bylaws, the rules and regulations, or any deed affecting such interest then in force.

(e) Mortgagee Acquiring Title. Any holder of a first mortgage or deed of trust who acquires title to any Unit pursuant to foreclosure or deed in lieu of foreclosure, shall take title free of any claims for unpaid fees or charges against the Unit which accrued prior to the date title is

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tenance and repair of the Common Elements and of any other expense lawfully agreed upon. Such proportionate share shall be in the same ratio as the total or aggregate Unit Interest percentage of each Unit Owner in the Common Elements as set forth in Exhibit "C". The expenses of administration, maintenance and repair of the Common Elements and other expenses lawfully agreed upon, shall herein be collectively called "common expenses." Payment of these common expenses shall be at the times determined by the Board of Managers, as hereinafter provided.

(b) Lien for Unpaid Common Expenses. If any Unit Owner fails or refuses to make any payment of the common expenses when due, the amount thereof shall constitute a lien on the interest(s) of such Unit Owner in the Property, and upon the recording of notice thereof by the Manager or Board of Managers, shall be a lien upon such Unit Owner's interest(s) in the Property in favor of the Manager or Board of Managers on behalf of all Unit Owner's, prior to all other liens and encumbrances, recorded or unrecorded, except only (i) taxes, special assessments and special taxes theretofore or thereafter levied by any political subdivision or municipal corporation of this state and other state or federal taxes which by law are a lien on the interest(s) of such Unit Owner prior to pre-existing recorded encumbrances thereon, and (ii) encumbrances on the interest(s) of such Unit Owner recorded prior to the date such notice is recorded which by law would be a lien thereon prior to subsequently recorded encumbrances, but only if such prior recorded encumbrances contains a statement of a mailing address in the State of Missouri where notice may be mailed to the encumbrancer thereunder. Any encumbrancer whose lien is junior to the lien of the common expenses herein provided may from time to time request in writing a written statement from the Manager or Board of Managers setting forth the unpaid common expenses with respect to the Unit covered by his encumbrance, and unless the request is complied with within twenty (20) days, all unpaid common expenses which became due prior to the date of the making of

acquired by said holder of the mortgage or deed of trust, except for claims for a pro rata share of such unpaid fees or charges resulting from a pro rata reallocation of such unpaid fees or charges to all Units, including the Unit so acquired by the holder of the mortgage or deed of trust.

(7) Liens Against Units:

(a) Lien Against Property. In the event any lien for mechanics, laborers or materialmen shall be filed against the Property or any part thereof as a result of any improvements made by a Unit Owner or as a result of any other action by a Unit Owner, such Unit Owner shall cause the same to be discharged by payment, bonding or otherwise, as provided by law, within ten (10) days after written notice of the filing thereof from the Manager or Board of Managers to such Unit Owner. Upon notice and request in writing from the Board of Managers, such Unit Owner shall also, at his sole cost, defend any action, suit or proceeding which may be brought on or for the enforcement of any such lien, and shall pay or cause to be paid any damages and satisfy and discharge any judgment entered in such action, suit or proceeding, and such Unit Owner shall save the Association harmless from any liability, claim or damage resulting therefrom. In default of such Unit Owner procuring the discharge as aforesaid of any such lien, the board of Managers may, without further notice to such Unit Owner, and without regard to the validity thereof, procure the discharge thereof by payment, bonding or otherwise, and all cost or expense to which the Board of Managers may be put in the discharge of such lien shall immediately become a debt due and payable on demand from the Unit Owner to the Association, and shall constitute a lien on the interest of such Unit Owner in the Property in favor of the Board of Managers and their successors in office, and shall be for the benefit of all other Unit Owners, and may be foreclosed in the manner hereinabove provided in Paragraph 6 of the Declaration with regard to the lien to secure payment of common expenses.

(b) Lien Against Two or More Units. (Refer to Section 448.090 R.S.Mo.). In the event any lien exists against two (2) or more Units, and the indebtedness secured by such lien is due and payable, the Unit Owner of any Unit so affected may remove the Unit and the undivided Unit Interest in the Common Elements appertaining thereto from the lien by payment of the proportional amount of the indebtedness which is attributable to such Unit. In the event the lien exists against the Property, the amount of such proportional payment shall be computed on the basis of the Unit Interest percentages set forth in this Declaration. Upon payment as herein provided, the lienor shall execute and deliver to the Unit Owner a release of such Unit and the undivided Unit Interest in the Common Elements appertaining thereto from the lien. Any such proportional payment and release shall not prevent the lienor from proceeding to enforce his rights against any Unit or Unit Interest with respect to which the lien has not been so paid or released.

(c) Consent Required as Basis for Lien. No labor performed or materials furnished with the consent of or at the request of a Unit Owner or his agent or his contractor or subcontractor shall be the basis for the filing of a lien against the interest of any other Unit Owner in the Common Elements or Units, or against any part thereof, unless such other Unit Owner has expressly consented to or requested the same. Express consent shall be deemed to have been given by any Unit Owner in the case of emergency repairs thereto. Labor performed or materials furnished for the Common Elements, if duly authorized by the Board of Managers, shall be deemed to be performed with the express consent of each Unit Owner and shall be the basis for the filing of a lien against the Property, and shall be subject to the provisions of subparagraph b hereinabove.

(8) Taxes Against Units. (Refer to Section 448.100 R.S.Mo.). Real property taxes, special assessments and any other special taxes or charges of the State of Missouri or of any political

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subdivision thereof, or other lawful taxing or assessing body, which are authorized by law to be assessed against and levied upon real property, shall be assessed against and levied upon each Unit and the Unit Owner's corresponding Unit Interest percentage in the Common Elements as a tract, and not upon the Property as a whole. Until such taxes, assessments or charges are levied and assessed against each Unit as above-described, the same shall be paid by the Association as a common expense.

(9) Interest Acquired by Tax Deed. (Refer to Section 448.110 R.S.Mo.). In the event any person acquires or is entitled to the issuance of a tax deed conveying the interest of any Unit Owner, the interest so acquired shall be subject to all the provisions of the Act and to the terms, provisions, covenants, conditions and limitations contained in this Declaration, the Plat, the Bylaws, the rules and regulations, and any deed affecting such interest then in force.

(10) Insurance. (Refer to Section 448.120 R.S.Mo.). The Manager or the Board of Managers shall obtain insurance for the Property against loss or damage by fire and such other hazards as are covered under standard extended coverage provisions, for the full insurable replacement cost of the Common Elements and the Units. The insurance coverage shall be written in the name of, and the proceeds thereof shall be payable to, the Manager or Board of Managers as trustee for each of the Unit Owners in the Unit Interest percentages established in this Declaration. The policy of insurance may contain a loss payable clause containing the words, "To the holder or holders of mortgages or deeds of trust of record, if any, as their interests may appear," without specifically naming the holder or holders in the clause, in which event the proceeds shall thereupon be payable jointly to the Manager or Board of Managers and the holder or holders of mortgages or deeds of trust of record, as trustees for each of the Unit Owners in the Unit Interest percentages established in Exhibit "C" hereto. The trustees shall have full power to adjust all insurance losses by suit or otherwise, and payment accepted by the trustees hereunder shall constitute a discharge to the insurer.

If the provisions of this paragraph shall be held unenforceable and/or if the proceeds shall be paid solely to the Manager or Board of Managers, then the Manager or Board of Managers, as the case may be, shall obtain the proceeds as trustees both for Unit Owners in the Unit Interest percentages established in Exhibit "C" and for the holder or holders of mortgages or deeds of trust of record. Upon receipt, the Manager or Board of Managers shall forthwith deposit the proceeds into a trustees' account naming the Board of Managers and the holder or holders of mortgages or deeds of trust of record on the Property as Trustees for each of the Unit Owners in the Unit Interest percentages established in Exhibit "C" hereto, all subject to the provisions of this Declaration. Premiums for the insurance shall be common expenses of the Association; provided, however, that each Unit Owner shall report in writing to the Association any and all improvements and additions installed by the Unit Owner, and in the event existing insurance coverage would, as a result of the enhanced value of such Unit, be in an amount less than the full insurable replacement cost of the Common Elements and the Units, as determined by the insurer, then any additional insurance premiums resulting from such enhanced value shall be reimbursed by such Unit Owner to the Association.

(11) Damage or Destruction of Improvements:

(a) Insurance Proceeds Used for Reconstruction. (Refer to Section 448.130 R.S.Mo.). In case of fire or any other disaster, the insurance proceeds, if sufficient in the opinion of the holder or holders of all mortgages and deeds of trust on the Property and the Board of Managers, to reconstruct the building or buildings on the Property, shall be applied to such reconstruction. "Reconstruction," as used in this subparagraph and the following subparagraph b, means restoring the building or buildings to substantially the same condition in which they existed prior to the fire or other disaster, with each Unit and the Common Elements having the same vertical and horizontal boundaries as before.

(b) Insurance Proceeds Insufficient to Reconstruct.

(Refer to Section 448.140 R.S.Mo.). In case of fire or other disaster, if the insurance proceeds are insufficient to reconstruct the building or buildings on the Property, and the Unit Owners and all other parties in interest do not voluntarily make provision for reconstruction of the building or buildings within one hundred eighty (180) days from the date of damage or destruction, then the Board of Managers may record a notice setting forth such facts, and upon the recording of such notice:

(i) The Property shall be deemed owned in common by the Unit Owners;

(ii) The undivided interest in the Property owned in common which shall appertain to each Unit Owner shall be the undivided Unit Interest percentage previously owned by such Unit Owner in the Common Elements;

(iii) Any liens affecting any Unit shall be deemed to be transferred in accordance with existing priorities to the undivided Unit Interest of the Unit Owner in the Property as provided herein; and

(iv) The Property shall be subject to an action for partition at the suit of any Unit Owner, in which event the net proceeds of sale, together with the net proceeds of the insurance on the Property, if any, shall be considered as one fund and shall be divided among all the Unit Owners in a percentage equal to the undivided Unit Interest percentage owned by each Unit Owner as set forth in Exhibit "C," after first paying out of the respective shares of the Unit Owners, to the extent sufficient for the purpose, all liens on the undivided Unit Interest in the Property owned by such respective Unit Owner.

(12) Sale of Property. (Refer to Section 448.150 R.S.Mo.).

The Property (excepting from the term "Property" as here used the Units and fixtures and equipment which must be replaced or disposed of due to wear and tear or obsolescence, and personal

property, such as, but not limited to, furnishings, office equipment, tools and maintenance equipment, the maintenance, disposition or acquisition of which shall be determined by the Board of Managers), shall not be sold in whole or in part unless the sale is approved by all of the Unit Owners at a meeting of Unit Owners duly called for such purpose. In the event of such approval, it shall become the duty of every Unit Owner to execute and deliver such instruments and to perform all acts as in manner and form may be necessary to effect the sale.

(13) Removal of Property From Condominium Law. (Refer to Section 448.160 R.S.Mo.). All of the Unit Owners may remove the Property from the provisions of the Act, by an instrument to that effect, duly recorded, if the holders of all liens affecting any of the Units consent thereto or agree, in either case by instruments duly recorded, that their liens be transferred to the undivided interest of the Unit Owner. Upon such removal, the Property shall be deemed to be owned in common by all Unit Owners. The undivided interest in the Property owned in common which shall appertain to each Unit Owner shall be the undivided Unit Interest percentage previously owned by such Unit Owner in the Common Elements.

(14) Bylaws; Amendments. (Refer to Section 448.170 R.S.Mo.). The administration of the Property shall be governed by the Bylaws, a true copy of which is appended hereto as Exhibit "B" and recorded with this Declaration. No modification or amendment of this Declaration or the Bylaws shall be valid unless the same is set forth in an amendment thereof and such amendment is duly recorded.

(15) Managers May Act for Unit Owners. (Refer to Section 448.190 R.S.Mo.). Whenever in the Act, this Declaration or the Bylaws the Board of Managers or the members thereof are authorized or directed to acquire, hold, lease, mortgage or convey any part of or interest in the Property, or to acquire any lien thereon, or to acquire or receive the proceeds of any policy of insurance or other moneys, goods or chattels with respect to the Property, such actions shall be carried out in the names of the members of the Board of Managers and their successors in office from time to time, as trustees, on behalf of some or all

of the Unit Owners, as the case may be. Without limiting the rights of any Unit Owner, actions may be brought in the names of the members of the Board of Managers on behalf of two (2) or more Unit Owners, as their respective interests may appear, with respect to any cause of action relating to the Common Elements or more than one Unit. Service of process on two (2) or more Unit Owners in any action relating to the Common Elements or more than one Unit may be made on any member of the Board of Managers in the manner provided by the statute.

(16) Condemnation Proceedings. (Refer to Section 448.195 R.S.Mo.). Whenever the state, a political subdivision or any other corporation, agency or authority having power of eminent domain shall seek to acquire any of the Common Elements of the Property, such authority may conduct negotiations with the Board of Managers as representatives of all Unit Owners, and the Board of Managers may execute and deliver the appropriate conveyance on behalf of all Unit Owners in return for the agreed consideration. The Board of Managers shall allocate such consideration, whether received through negotiation or condemnation, to the repair, replacement or restoration of the Common Elements and then to the Unit Owners in proportion to their respective Unit Interests. In the event negotiations shall fail, the condemning authority may join the Board of Managers as party defendants in lieu of naming all Unit Owners having an interest in the Common Elements, and such proceedings shall bind all Unit Owners; however, any Unit Owner having an interest in the Common Elements may be made a party defendant in such proceedings. Subject to the foregoing provisions in this Paragraph, in any condemnation proceeding, the Unit Owners, respectively, and their respective mortgagees, if any, shall be entitled to seek and have their just damages for the taking of their Units and their Unit Interests in the Common Elements as allowed by law, including severance damage, if any.

(17) Managers to Keep Records. (Refer to Section 448.200 R.S.Mo.). The Manager or Board of Managers, as the case may be, shall keep detailed, accurate records in chronological order of the receipts and expenditures affecting the Common Elements, speci-

fyng and itemizing the maintenance and repair expenses of the Common Elements and any other expenses incurred. Such records and the vouchers authorizing the payments shall be available for examination by the Unit Owners at convenient hours of weekdays.

(18) Rule Against Perpetuities; Restraints on Alienation.

(Refer to Section 448.210 R.S.Mo.). It is expressly provided that the rule of property known as the rule against perpetuities and the rule of property known as the rule restricting unreasonable restraints on alienation shall not be applied to defeat any of the provisions of this Declaration or the Act.

(19) Easements and Utilities. Permanent easements are hereby

reserved to, through, in and over all portions of the building or buildings on the Property, including all Units, as may be reasonably necessary for the installation, maintenance and repair of utility services and Common Elements, which easements shall run to and be administered by the Board of Managers for the benefit of the Unit Owners. Public utilities furnishing services for common use, such as water, electricity, gas, sewerage and telephone, to the Property shall have access to the Common Elements and the Units as may be necessary for the installation, repair or maintenance of such services, and any costs incurred in opening or repairing any wall or structural portion to install, repair or maintain such services shall be an expense of the administration of the Property to be assessed in accordance with the Bylaws. In the event that hereafter two (2) or more Units are purchased by one Unit Owner for the combined use thereof as a single-family residence, the Board of Managers shall have the right, but shall not be obligated to grant easements so as to permit connection of such Units by way of stairways, entrances, removal of walls, floors or ceilings and/or other facilities through the Common Elements. All costs and expenses incurred thereby shall be borne by the Unit Owner of such Units and the contract, the contractor and the manner in which such work is carried out shall be subject to the approval of the Board of Managers. All such easements shall continue until such time as the Units so connected are converted to separate and single-family use, at which time the expense of restoring the

Common Elements so as to constitute separate Units shall be borne by the Unit Owner of the Units restoring the same to separate Units. Unit Owners are hereby specifically granted easements in, upon and through the Common Elements for the placement and maintenance of air conditioning units for their respective Units, and with the consent of the Board of Managers, which consent shall not be unreasonably withheld, may open and remove any wall or structural portion of the Unit as reasonably required to install, maintain or repair a central heating and air conditioning unit servicing such Unit, provided such Unit Owner shall bear the entire cost of opening such wall or structural portion and promptly repairing or restoring the same to a condition comparable to its condition prior to such installation, maintenance or repair. The Board of Managers shall have the right to grant other easements and rights in, upon and through the Common Elements to permit television and radio aerials and connections, cable television installations and other facilities for the use and enjoyment of the Unit Owners or any of them.

(20) Maintenance of Units. It shall be the obligation of the Unit Owner to maintain in good condition and repair the interior of each Unit and all of the equipment, such as but not limited to interior plumbing fixtures, interior electrical equipment, interior gas and water equipment (excepting the heat radiators, registers, flues, heat ducts, interior electrical lines, gas lines, water lines and sewer lines, which shall be repaired and maintained by the Association as a common expense), all windows, screens and storm windows, if any, doors, kitchen and bathroom equipment and the like. For the purposes herein, the term "interior" shall mean all parts of the Unit within the finished unpainted walls and ceilings and within the finished subfloor, including the wood, brick or tile and carpeting of the floor surfaces. It is understood that the structural portions of the ceilings, floors, exterior walls, supporting columns and walls separating the Unit from halls, corridors, stairways, elevators and from other Units shall be deemed Common Elements and maintained by the Association as a common expense. All utility lines, such

as water, electrical, plumbing, pipes, sewer lines, gas lines, heating pipes and ducts in and to the interior of the Units, heat radiators, registers, flues and heat ducts, or utility lines serving other Units, within the Units, shall be maintained by the Association as a common expense.

(21) Encroachments. If any portion of the Common Elements now encroaches upon any Unit, or if any Unit now encroaches upon any other Unit or upon any portion of the Common Elements, as a result of the construction or present condition of the building or buildings on the Property, or if any such encroachment shall occur hereafter as a result of settlement, shifting or reconstruction of the building or buildings, an easement for the encroachment and for the maintenance of the same so long as such building stands or until the condition is corrected, shall exist. In the event of minor deviations between the Units as shown on the Plat and the Units as built or rebuilt, the Units as built or rebuilt shall control and constitute the legally described Unit. Except as provided in the Act, no Unit Owner shall by deed, plat or otherwise, subdivide or in any other manner cause his Unit to be separated into tracts or parcels different from the whole Unit as shown on the Plat.

(22) Developer's Reserved Rights. Notwithstanding anything to the contrary contained in this Declaration and the Bylaws, Developer specifically reserves the following rights:

(a) Without the consent of any Unit Owner, prior to the first annual meeting of members of the Association, to amend this Declaration, the Plat and the Bylaws, in order to correct survey or other errors made in such documents and to make such other amendments to such instruments as do not materially affect the rights of any Unit Owner.

(b) Until eighty percent (80%) of the Units have been sold or until January 30, 1985, whichever shall first occur, to elect the Board of Managers as provided in the Bylaws, to operate and manage the Property, including, without limitation, the granting of concessions in the Common Elements, and perform-

ing all other duties which would otherwise be performed by the Manager and Board of Managers elected by Unit Owners.

(c) Until all of the Units have been sold, to maintain a business and and sales office, model Units and other sales facilities in any Unit owned by Developer, and in general to perform any and all acts necessary or appropriate, in Developer's sole discretion, to complete the sale of the Units, including, without limitation, placing signs and lighting on the Property for sales promotional purposes.

(d) To establish within the Common Elements future easements, reservations, exceptions, and exclusions consistent with the best interests of the Unit Owners and the Association, in order to serve all Unit Owners.

(23) Power of Attorney to Board of Managers. Each Unit Owner, by accepting title to a Unit, thereby grants to the persons who shall from time to time constitute the Board of Managers, but subject to the terms and provisions of the Bylaws, an irrevocable power of attorney, coupled with an interest, to acquire title to or lease any Unit whose owner desires to surrender, sell or lease the same, or which may be the subject of a foreclosure or other judicial sale, in the name of the Board of Managers or its designee, corporate or otherwise, on behalf of all Unit Owners, and to convey, sell, lease, sublease, mortgage or otherwise deal with any such Unit so acquired or leased.

(24) Property Subject to Declaration, Bylaws and Rules and Regulations. All present and future Unit Owners, tenants and occupants of Units shall be subject to and shall comply with the provisions of this Declaration, the Bylaws and the rules and regulations of the Association, as they may be amended from time to time. The acceptance of a deed or conveyance or the entering into of a lease or the entering into occupancy of any Unit shall constitute an agreement that the provisions of this Declaration, the Bylaws and the rules and regulations of the Association, as they may be amended from time to time, are accepted and ratified by such Unit Owner, tenant or occupant, and all such provisions shall be deemed and taken to be covenants running with the land

and shall bind any person at any time having any interest or estate in such Unit, as though such provisions were recited and stipulated at length in each and every deed or conveyance or lease thereof. A Unit Owner shall automatically be a member of the WESTPORT LANDING CONDOMINIUM SUBDIVISION ASSOCIATION as referred to in the Bylaws, and shall remain a member of the Association until such time as his ownership ceases for any reason, at which time his membership in the Association shall automatically cease.

(25) Amendment of Declaration. The consent of all Unit Owners is required to amend this Declaration to add or delete any Parcel from the effect of this Declaration, to change the number of Units and to amend Unit Interest percentages. As specifically provided in Paragraph 22 hereof, Developer may amend this Declaration without the consent of any Unit Owner prior to the first annual meeting of the members of the Association. The Declaration may also be amended if the prerequisites of Paragraph 28 hereof are met. In all other cases, this Declaration may be amended or modified only by the affirmative vote of at least eighty percent (80%) in aggregate Unit Interest of all Unit Owners, cast in person or by proxy at a meeting duly held in accordance with the provisions of the Bylaws, except no amendment or modification shall be valid if contrary to or in conflict with the provisions of the Act, as amended from time to time hereafter, or other applicable laws or ordinances. No amendment shall be effective until recorded.

(26) Invalidity. The invalidity of any provision of this Declaration shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remaining provisions of this Declaration, and in such event all of the other provisions of this Declaration shall continue in full force and effect as if such invalid provision had never been included herein.

(27) Waiver. No provision contained in this Declaration shall be deemed to have been nullified or waived by reason of any failure to enforce the same or similar provisions previously.

(28) Further Reservations. The Developer reserves the right and power to make, execute and record a special amendment ("Special Amendment") to this Declaration and/or the Bylaws attached hereto at

Exhibit "B" at any time and from time to time: (i) to comply with the requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Federal Housing Association, the Veteran's Administration, or any other governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entity; and/or (ii) to induce any of such agencies or entities to make, purchase, sell, insure or guarantee mortgages covering the Units. In furtherance of the foregoing reservations, a power coupled with an interest is hereby reserved and granted to Developer as an attorney in fact to make or consent to a special amendment on behalf of each Owner and to sign any documents on behalf of a Unit Owner in connection with the foregoing. Each deed, deed of trust, other evidence of obligation, or other instruments affecting a Unit and the acceptance thereof, shall be deemed to be a grant and acknowledgement of, and consent to the reservation of the power of Developer to make, execute and record Special Amendments. No Special Amendment made by Developer shall affect or impair the lien of any deed of trust upon a Unit or any warranties made by a Unit Owner in order to induce any of the above agencies or entities to make, purchase, insure or guarantee any deed of trust affecting any Unit Owner's Unit.

(29) Property Subject to Underlying Indebtedness. At the time of this Declaration, the Property is subject to the following deeds of trust:

A First Deed of Trust by and between Sam Greenberg and Hannah Greenberg, husband and wife as Trustor, and City Bond and Mortgage Company, as Beneficiary, dated July 13, 1967 and filed in the Recorder of Deeds Office for the County of Jackson, State of Missouri on the 1st day of August, 1967, in Book B-5984 at Page 405 securing payment of a Promissory Note in the face amount of One Hundred Eighty Thousand Dollars (\$180,000.00).

A Second Deed of Trust by and between Williams Investment Company as Trustor, and Ralph Newman, Trustee for Ronald I. Zoglin and Sam Greenberg as Beneficiaries, dated December 15, 1971, and filed in the Recorder of Deeds Office for the County of Jackson, State of Missouri on the 15th day of December, 1971, as Document #K-141257 in Book K-310 at Page 313 securing payment of two (2) Promissory Notes each being in the face amount of Twenty-Three Thousand Five Hundred Dollars (\$23,500.00) for a total of Forty-Seven Thousand Dollars (\$47,000.00).

The First Deed of Trust and Promissory Note and Second Deed of Trust and Promissory Note, including any alterations, renewals, rearrangements, restructurings, or refinancings thereof, shall herein be collectively called the "Underlying Indebtedness." The term "Underlying Indebtedness" shall also include any other indebtedness of Developer which from time to time may be secured by deeds of trust granted by Developer and covering all or any portions of the Property. Notwithstanding anything herein stated to the contrary, so long as the Underlying Indebtedness shall remain in effect, the provisions of this Declaration shall be subject to the provisions of the documents evidencing the Underlying Indebtedness and the Board of Managers shall be responsible for fulfilling all the obligations of the borrower(s) under said documents other than any obligations to pay principal and interest thereunder. Any expenses or costs in connection therewith shall be deemed common expenses of the Association.

(30) Table of Contents; Captions. The table of contents, captions, and the references to certain sections of Chapter 448 R.S.Mo. from which the provisions of this Declaration have in part been taken or relate to, are inserted only as matter of convenience and for reference, and in no way define, limit, modify or supplement the Declaration or the intent of any provision thereof.

IN WITNESS WHEREOF, W & L INVESTMENTS, a Missouri Partnership has caused this Declaration to be executed by its Partners on the day and year first above written.

W & L INVESTMENTS,
a Missouri general partnership

By: William C. Lunt
William C. Lunt

By: Elizabeth G. Lunt
Elizabeth G. Lunt

By: R. Dean Williams
R. Dean Williams

K1077P1157

52774

ACKNOWLEDGEMENT

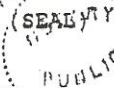
STATE OF MISSOURI

COUNTY OF Jackson

SS.

On this 15th day of April, 1981, before me personally appeared William C. Lunt, Elizabeth G. Lunt and R. Donn Williams, who being by me duly sworn did say that they are all the members of the general partnership of W & L INVESTMENTS, composed of William C. Lunt, Elizabeth G. Lunt and R. Donn Williams, general partners, and acknowledged that they executed the same as their free act and deed and as general partners of the said partnership.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Jackson County the day and year first above written.



Susan A. Scholes
Notary Public Susan A. Scholes

My Commission Expires:

3 3 1981

K1077P1158

EXHIBIT A

52771

The real property referred to in the Condominium Property Declaration of WESTPORT LANDING CONDOMINIUM SUBDIVISION, to which this Exhibit is attached, is legally described as follows:

Lot 6, 7, and 8, QUIMBY'S ADDITION, a subdivision in Kansas City, Jackson County, Missouri.

67-1306

MISSOURI
STATE RECORDS
JACKSON COUNTY
MAY 18 1981

STATE OF MISSOURI) ss
JACKSON COUNTY)
(CERTIFY INSTRUMENT RECEIVED)

1981 MAY 18 AM 8 09 A

K1077P1135

RECORDED BOOK PAGE
KAREN KIRTLEY STUBBS
DIRECTOR OF RECORDS

51.00
Charge

EXHIBIT "C"

K1077P1200 52071

UNIT INTEREST

UNIT DESIGNATION UNIT INTEREST PERCENTAGE

101A	5.495
102A	5.525
103A	5.502
201A	5.581
202A	5.577
203A	5.581
301A	5.581
302A	5.577
303A	5.581
101B	5.495
102B	5.525
103B	5.502
201B	5.581
202B	5.577
203B	5.581
301B	5.581
302B	5.577
303B	5.581

STATE OF MISSOURI)
JACKSON COUNTY) ss
I CERTIFY INSTRUMENT RECEIVED

1981 MAY 18 AM 8 09 .7

K1077P1159
RECORDED BOOK PAGE
KAREN KIRTLEY STUBBS
DIRECTOR OF RECORDS

87.00
Change

TOTAL PERCENTAGE OF OWNERSHIP FOR ALL UNITS 100.000%

CERTIFICATE

STATE OF MISSOURI)
) SS
COUNTY OF JACKSON)

I, Robert T. Kelly, Director of Records within and for the County of Jackson, in the State of Missouri, aforesaid, do hereby certify that the above is a full, true and complete copy of the instrument numbered 1981K0486709 in book number 1077 at page 1135 as the same appears in my office.

IN TESTIMONY WHEREOF, I hereunto set my hand and affix the seal of said office at Kansas City, Missouri, this 12th day of September, A.D. 2005.

Robert T. Kelly, Director of Records

SEAL

BY: X. Roberson
DEPUTY

