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Robert T. Kelly, Director, Recorder Of Deeds

AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
VILLA WOODS HOME OWNERS ASSOCIATION, INC.,

Date of Execution: January 26, 2018
Grantor: Villa Woods Home Owner's Association, Inc.
Grantor's Mailing Address: 11700B E. 86th Street
Raytown, Missouri 64138
Grantee: Villa Woods Home Owner's Association, Inc.
Grantee's Mailing Address: 11700B E. 86th Street
Raytown, Missouri 64138
Legal Description of Properties: Tracts A and B and Lots 1 through 22 inclusive,
VILLA WOODS 1st PLAT, and Lots 23 through
40, VILLA WOODS 2nd PLAT

THIS DECLARATION, made on the 26th day of January, 2018, by Villa Woods Home Owners Association, Inc., a Missouri not-for-profit corporation, herein after referred to as "Declarant," upon the approval of this Declaration by the requisite number of members of Declarant:

WITNESSETH:

WHEREAS, Declarant is comprised of members owning certain property in Raytown, Jackson County, Missouri, which is more particularly described as:

Tracts A and B and Lots 1 through 22 inclusive, VILLA WOODS 1st PLAT, and Lots 23 through 40, VILLA WOODS 2nd PLAT;

WHEREAS, by Declaration, Covenants, Conditions and Restrictions dated August 15, 2000 and filed of record with the Recorder of Deeds for Jackson County, Missouri at Independence as Document No. 2000I-0066322 on October 4, 2000, Sutherland & Mock, L.L.C., (as the then Declarant), created certain restrictions, liens, obligations and conditions in relation to certain land in the City of Raytown, Jackson County, Missouri, that being: Tracts A and B and Lots 1 through 22 inclusive, VILLA WOODS 1st PLAT, to include the right of the Villa Woods Home Owners Association, Inc., a Missouri not-for-profit corporation, to enforce certain restrictions and levy assessments against such property; and

WHEREAS, by Supplementary Declaration, Covenants, Conditions and Restrictions dated November 27, 2000, and filed of record with the Recorder of Deeds for Jackson County, Missouri at Independence as Document No. 2000I-0081256 on December 6, 2000, Sutherland & Mock, L.L.C., (as the then Declarant), created certain restrictions, liens, obligations and conditions in relation to certain land in the City of Raytown, Jackson County, Missouri, that being: Lots 23 through 40, VILLA WOODS 2nd PLAT, to include the right of the Villa Woods Home Owners Association, Inc., a Missouri not-for-profit corporation, to enforce certain restrictions and levy assessments against such property; and

WHEREAS, the real property legally and particularly described as: Tracts A and B and Lots 1 through 22 inclusive, VILLA WOODS 1st PLAT, and Lots 23 through 40, VILLA WOODS 2nd PLAT, are subject to the declaration of and control of said Villa Woods Home Owners Association, Inc.; and

WHEREAS, the Villa Woods Home Owners Association, Inc. is desirous of amending the heretofore-referenced Declaration, Covenants, Conditions and Restrictions dated August 15, 2000, and the Supplementary Declaration, Covenants, Conditions and Restrictions dated November 27, 2000.

Now, therefore, Declarant declares that the real property legally and particularly described as: Tracts A and B and Lots 1 through 22 inclusive, VILLA WOODS 1st PLAT, and Lots 23 through 40, VILLA WOODS 2nd PLAT, consisting of Forty (40) Lots, numbers 1 through 40, and such additions thereto, as may hereafter be made, is and will be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens hereinafter set forth.

The heretofore-described property is hereby subject to the following amended set of declarations and restrictions revised and effective as of January 6, 2018.

ARTICLE I **DEFINITIONS**

“Association” will mean and refer to the VILLA WOODS HOME OWNERS ASSOCIATION, INC., its successors and assigns.

“Board of Directors” means the Board of Directors, which will consist of nine (9) property owners selected by the property owners. Each director will serve a three (3) year term and the director’s terms will be staggered such that three (3) directors’ terms will end each year providing continuity for the board.

“Common Area” will mean all real property owned or leased by the Association for the common use and enjoyment of the Members or the Association.

“Complaint Committee” is as defined in Article IX, Complaint/Grievances-Filing and Resolution.

“Declarant” will mean and refer to Villa Woods Home Owners Association, Inc., a Missouri not-for-profit corporation, its successors and assigns.

“Declaration” will mean and refer to the amended Declaration of Covenants, Conditions and Restrictions applicable to the properties recorded in the Recorder of Deeds Office, Jackson County, Independence, by Declarant.

“Developer Owned Acreage” will mean land lying within the heretofore-described properties immediately adjacent to said properties, which is owned by Sutherland & Mock, L.L.C., and Mock Building Company, or their assigns, which has not been subdivided into Lots or conveyed to the Association as common area, including Lot 18, owned by Mock Building Company and Lot 29, owned by Sutherland & Mock, L.L.C.

“Lot” will mean and refer to any plot of land shown upon any recorded subdivision plat relating to the properties, accepting the common area of Developer owned acreage.

“Member” will mean and refer to every person or entity who holds membership in the Association as defined in Article VI of this Declaration.

“Occupant” will mean and refer to the occupant of a dwelling unit situated on a Lot or a single-family residential unit who will be either the Owner or a lessee pursuant to a written lease having an initial term of at least twelve (12) months.

“Owner” will mean and refer to the record owner, whether one or more persons or entities, of a fee simple title of any Lot or other land which is part of the properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

“Properties” will mean and refer to that certain real property legally described as Tracts A and B and Lots 1 through 22 inclusive, VILLA WOODS 1st PLAT, and Lots 23 through 40, VILLA WOODS 2nd PLAT, and such additions thereto as may hereafter be brought within the jurisdiction of the Association and made subject to this Declaration.

ARTICLE II
ANNEXATION OF ADDITIONAL PROPERTIES

Section 1. Annexation of additional property to be made subject to these restrictions will require the assent of two-thirds (2/3) of votes of the members cast at a meeting duly called for this purpose, written notice of which will be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting, setting forth the purpose of the meeting. The presence of Members or of proxies entitled to cast sixty percent (60%) of the votes of the Association's Members will 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 above, and the required quorum at such subsequent meeting will be one-half (1/2) of the required quorum of the preceding meeting. No such subsequent meeting will be held more than sixty (60) days following the preceding meeting. In the event that the requisite numbers of votes are not represented, in person, or by proxy, Members not present may give their written assent to the action taken thereat.

ARTICLE III
USE OF LAND AND USE RESTRICTIONS

Section 1. The above Lots may be improved, used or occupied for private residences, and no flat or apartment house, though intended for residential purpose, may be erected thereon.

Section 2. All Lots are to be used for a single family dwelling. All improvements designed for occupancy by a single family will be not more than two (2) stories in front, except that split-level construction will be permitted.

Section 3. No part of any residence may be erected or maintained on any of the Lots nearer to the front street or to the side street than is the front building line or the side building line shown on the plat. There will be a side yard on each side of a building not less than ten percent (10%) of the width of the Lot at the minimum building setback line on interior Lots. On irregular shaped Lots, this ten percent (10%) side yard requirement will be determined at the front of the dwelling, except that no rear portion of the structure will be closer than five (5) feet to the side Lot line. No more than eight (8) feet side yard setback will be required on Lots wider than eighty (80) feet at the minimum building setback line or on irregular shaped Lots. No residence will be built closer than twenty (20) feet from the rear of any Lot and no building will encroach on utility easements as provided on the plat and Section 8 below. On corner Lots, a residence may be placed at any angle by written permission of the Declarant. For the purpose of this covenant, eaves, steps and open porches will not be considered as a part of a building, provided, however, that this will not be construed to permit any portion of a building to encroach upon another Lot. However, the Declarant reserves the right to change any building limit line, provided the consent of the holder of the legal title of the Lot involved is first obtained, but in no event will a building limit line be changed so as to bring it more than five (5) feet nearer any adjoining street or Lot line.

Section 4. No trailer, mobile home, recreational vehicle, basement, tent, shack, garage, barn or other outbuilding ancillary storage container, playhouse type structures, playground type equipment, unless approved by the Architectural Review Committee will at any time be used as a residence, temporarily or permanently, nor will any residence of temporary character be permitted.

Satellite dishes or antennas will be permitted on the Lot; however only applications for satellite dishes measuring less than one meter (39.37 inches) in diameter and attached to the home but not on the front of the home are approved. Satellite dish approvals will be considered for Owners on all Lots where the property is within the exclusive ownership and control of the antenna user. The application will specify the specific location and size of the unit. Masts for use as antennas with respect to installation of dishes over twelve (12) feet in height are prohibited. On receipt of application, the Declarant or Architectural Review Board, as applicable, will work promptly with the applicant to arrive at a workable solution for the location of the dish, but no detached structure will be approved unless authorized in writing by the Declarant. Approval of any movable, detached structure must be obtained in the manner and method set out in Article VIII of these Declarations.

No above ground swimming pools will be constructed or built on any Lot at any time, no exceptions. An in ground swimming pool may be built or constructed upon any Lot but all plans for the construction of and the location of such an in ground swimming pool on any Lot must be submitted to and approved by the Architectural Committee in advance of any such construction. A permit must also be obtained from the City of Raytown. Hot tubs are permissible, subject to the prior approval of the Architectural Committee respecting the hot tub and its placement on the property.

Section 5. No structures will be moved on said premises from another location, and no dwelling or residence will be occupied until fully completed and such dwelling or residence must be fully completed within eight (8) months after the first earth excavation is started. In the event of fire, windstorm, or other damage, no building will be permitted to remain in damaged condition longer than three (3) months, unless extended by the Architectural Review Committee.

Section 6. No animals, livestock, or poultry of any kind will be raised, bred or kept on any Lot except that dogs and/or cats may be kept, provided they are not kept, bred, or maintained for any commercial purpose; and further provided no more than four (4) pets (for the avoidance of doubt limited to only dogs and cats) will be kept on any residence Lot. Pets will be quiet during the hours of 10:00 PM and 7:00 AM all days of the week.

Section 7. No noxious or offensive trade or activity will be carried on upon any Lot, nor will anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. Outside trash burning will be prohibited except on Lots that have residences under construction. Outside clotheslines will be prohibited, except

for removable umbrella type, which will be at the rear within ten (10) feet of the rear of the house.

Section 8. Easements for installation and maintenance of utilities, sewers and drainage facilities are hereby reserved as shown on the recorded plat. The undersigned Declarant hereby reserves the right and privilege of modifying, canceling, amending or altering said easements.

Section 9. All plans and specifications for the construction of a dwelling or residence will be submitted to Sutherland & Mock, L.L.C., or its assigns, for its written approval or disapproval, so long as Sutherland & Mock, L.L.C., or its assigns owns any Lot in the subdivision.

Section 10. All improvements will be connected with the sanitary sewer system, which is now or will be constructed to serve the above premises. No other sanitary provision, septic tank or other device for sewage disposal will be installed or permitted to remain on any Lot, unless approved by the Declarant.

Section 11. No residence of one (1) story will be erected having a ground floor living area of less than fifteen hundred (1500) square feet, exclusive of porches, garages, and breezeways. No split-level residence will be erected having a living area less than fifteen hundred (1500) square feet on the two (2) main levels. No residence of two (2) stories or one and one-half (1 ½) stories will be erected having a living area of less than nineteen hundred (1900) square feet. No residences having the appearance from the front of a two (2) story residence, including the foundation, with the principal living area on the second (2nd) floor, will have less than fifteen hundred (1500) square feet on the second (2nd) floor of principal living area. No residence with finished living area in a walkout basement will be erected unless it contains a total living area of not less than nineteen hundred (1900) square feet with the first (1st) floor to contain a minimum of thirteen hundred (1300) square feet of living area. No residence will have more than three (3) garages, which may be attached or built-in garages.

Section 12. All driveways will be poured concrete, decorative pavers or brick, and will extend to the curb line of the street upon which the premises fronts, or to the curb line on the side street.

Section 13. Construction of the one family residence herein described must be commenced or started within four (4) years from the date of the original purchase of the Lot from Sutherland & Mock, L.L.C. In the event said construction is not so commenced or started, and if this provision is not waived by Sutherland & Mock, L.L.C., or its successors or assigns, then Sutherland & Mock, L.L.C., or its successors and assigns has the right or option to force the current Owner to resell the Lot to Sutherland & Mock, L.L.C., or its assigns, at the price originally paid to Sutherland & Mock, L.L.C., or its assigns, and the provision hereof is binding not only on the original purchaser, but any subsequent purchaser of said Lot. If Sutherland & Mock, L.L.C., its successors or assigns, will exercise the foregoing option, Sutherland & Mock, L.L.C. its successors or

assigns, has the further right, unless said right is waived, to require the current Owner to furnish and pay for up-to-date title insurance for Sutherland & Mock, L.L.C., its assigns or successors, in the amount of Sutherland & Mock, L.L.C.'s repurchase price and any taxes due or any other assessments or liens due against said Lot.

ARTICLE IV **SIGNS, BILLBOARDS AND MISCELLANEOUS PROVISIONS**

Section 1. The construction or placing of signs, billboards or advertising structures of any kind on any Lot is prohibited, except the signs normally erected by contractors in connection with constructions and one sign advertising the rental or sale of property are permitted, provided the later sign does not exceed nine (9) square feet in size and further that Sutherland & Mock, L.L.C. "may" maintain a large sign or signs pertaining to said development until the Lots owned by it have been sold.

Section 2. No tanks for the storage of oil or other fluid may be maintained on any portion of the premises above the surface of the ground.

Section 3. No trash, ashes or other refuse will be thrown or dumped upon any of the land covered by these Declarations.

Section 4. No commercial or business activity will be conducted on any parcel or any other part of the property unless approved in advance by the Declarant and in compliance with the Raytown ordinance for home family occupations, but nothing herein will prohibit or interfere with the carrying of promotional activities by the Declarant for the sale of Lots, parcels and residential units or the resales or lease of Lots, parcels and residential units by Declarant or other owners thereof, nor will anything herein be deemed to prohibit or interfere with the construction and maintenance of the infrastructure on the property or the buildings on Lots by Declarant or other builders, and Declarant hereby reserves an easement over the property for that purpose.

Section 5. There will be no overnight parking of motor vehicles or any other vehicles or objects on the public streets of the property and overnight parking of vehicles will be allowed only in the garage or on the driveways of the units. No school or other buses, tractors, trucks over three quarter ($\frac{3}{4}$) ton, recreational vehicles, motor homes, boats, unmounted campers, trailers, unlicensed, or inoperable or partially disassembled automobiles or trailers will be parked on any Lot unless within an enclosed garage.

Section 6. No automotive repair or rebuilding or any other form of automotive manufacture, whether for hire or otherwise, will occur on any parcel nor in common areas or public streets.

Section 7. The fencing or screening on an individual Lot requires prior written approval of Declarant. Fences may be privately installed, but must be constructed to professional levels of quality, with material and color to be as harmonious as possible with the architectural character of the community. Materials for consideration of approval

for fencing are vinyl, PVC, wrought iron, or aluminum fencing replicating wrought iron. Full privacy fences will not be permitted around an entire yard. Privacy fencing around a deck or patio will be permitted with Architectural Committee approval. No fence will conflict with any ordinance of the City of Raytown. The replacement of more than fifty percent (50%) of an existing fence, which is of materials other than vinyl, PVC, wrought iron or aluminum will be replaced in its entirety with aforementioned materials and will be presented to the Architectural Review Committee for approval. Any fence or screen must have the approval of the Architectural Review Committee before installation is undertaken. No fencing will extend nearer to the front street than the front line, or to the side street than the side line, of that particular residence located on the Lot, unless approved by the Declarant or its assignees, or the Architectural Review Committee, except decorative railing along walkways which must also be submitted for approval along with plans and specifications as required in Article VIII.

ARTICLE V **PROPERTY RIGHTS**

Section 1. Owner's Easements of Enjoyment. As the common area is owned by Declarant, Declarant has the right to alter, diminish and/or increase the common area and grant easements and other interests therein. Subject to such rights in the Declarant, every Owner will have a right and easement of enjoyment in and to the common area which will be appurtenant to and will pass with the title to every Lot, further subject to the following provisions:

(a) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the common areas.

(b) No right or easement will exist as to any Owner unless the Lot owned by such Owner will be subject to this Declaration.

(c) The right of the Association to suspend the voting rights and right to use of the recreational facilities by an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations.

(d) The right of the Association to exercise the power to alter, diminish and/or increase the common area or to grant easement or other interests therein, will require the written authority of two-thirds (2/3) of the Association's Members, which will be recorded.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws of the Association, his right of enjoyment to the common area to contract purchases or tenants who may reside on the property.

Section 3. Title to the Common Area. Sutherland & Mock, L.L.C., has conveyed fee simple title to the common area of the Association, subject to existing encumbrances.

Section 4. Exterior Maintenance and Common Area Duties of Association.

The Association will be responsible for the improvement and maintenance of the common area and will provide limited maintenance and service to each Lot as permitted by the approved budget and assessments hereunder, as follows:

(a) The Association will provide mowing, fertilization and weed control, upon the Lot of each Owner after the home has been completed and sod has been installed.

(b) The Association will provide monitoring of the irrigation systems for each individual Lot, including monitoring of a time clock to monitor watering of each individual Lot.

(c) The Association will provide driveway only snow removal following an accumulation of three (3) inches or more of snow. This provision may be modified as applicable by the Board of Directors of the Association. Notice of said modification will be given to each Owner.

(d) The Association will mow all vacant Lots.

Section 5. Exterior Maintenance and Unit Responsibilities of Lot Owner.

It will be the responsibility of each Lot Owner to provide for the exterior maintenance of all living units, including but not limited to painting, repair, replacement of roofs, gutters, downspouts, exterior building surfaces, driveways, walks, patios, and fences, to be performed and maintained in a well-kept manner comparable to other homes in the Association, and the Owner's responsibilities will as well include the following:

(a) There will be provided by Lot owner, prior to sod installation, irrigation and watering systems to be installed by the owner, which will serve each Lot. Each individual Lot owner will be responsible for the cost of watering and maintenance and improvement of the irrigation system. Monitoring of time clocks on the irrigation systems will be the responsibility of the Association. The irrigation system installed on each Lot will be installed to provide irrigation for the front yard, side yard, and a minimum of twenty-five (25) feet to the rear of each unit.

(b) Maintenance of trees and shrubbery on each Lot, to include fertilization, watering and trimming of the same.

(c) Monitoring of watering for forty-five (45) days after installation of sod. Sod must be installed on the front yard of each unit, both side yards, and a minimum of twenty-five (25) feet to the rear of each home, with the balance of the yard being professionally seeded and mulched. Declarant may waive the sod requirements, seeding and mulching in certain areas and Lots due to unique conditions.

(d) Maintenance and correction of any dirt or earth settling in utility ditches, drainage ditches and around foundations of homes to permit proper mowing of the Lot by the Association.

(e) Provision of all utility costs for electric power and water for irrigation system and maintenance of lawns.

(f) To provide maintenance and access for the Declarant or the Association for irrigation system control units on the outside of homes, which will be installed by the Lot owner.

Section 6. Damage or Destruction of Common Area by Owner. In the event any common area is damaged or destroyed by an owner, his guests, tenants, licensees, agents or members of his family, such owner does hereby authorize the Association to repair said damaged area. The Association will repair said damaged area in a good workmanlike manner in conformance with the original plans and specifications of the area involved or as they may have been modified or altered subsequently by the Association. The amount necessary for such repairs will become an assessment upon the Lot or other land of such owner if not paid when demanded.

Section 7. Special assessments may be imposed by the Board of Directors upon any Lot upon which a residential structure is located for the purpose of maintaining the exterior appearance thereof if the owner will 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, exterior building surfaces, trees, shrubs, grass, walks, drives, fence and other exterior improvements necessary to keep the Owner's property from deteriorating or becoming unsightly. For purpose of solely performing the exterior maintenance authorized by this paragraph, representatives of the Association or its duly authorized agents or employees, will have the right, after reasonable notice to Owner, to enter upon any Lot at reasonable hours except Sunday to perform said maintenance and if the cost of same is not paid by Owner, it will become a continuing lien on the Lot. Each assessment, together with interest, costs and reasonable attorney's fees will be the obligation of the Owner of the property at which time the special assessment fell due.

ARTICLE VI **ASSOCIATION, MEMBERSHIP AND VOTING RIGHTS**

Section 1. A not-for-profit corporation under the laws of the State of Missouri, which corporation will be known as VILLA WOODS HOME OWNERS ASSOCIATION, INC. has been formed. The Articles of Incorporation of the Association will specify, among the purposes and duties of the Association, the enforcement of all restrictions, covenants and conditions contained herein, and the maintenance, preservation and improvements of such property, and the keeping and maintaining of VILLA WOODS, Tracts A and B, and Lots 1 through 22, VILLA WOODS 1st PLAT, and Lots 23 through 40, VILLA WOODS 2nd PLAT, and every part thereof in a clean and sanitary condition, including the removal of weeds and rubbish from vacant property and streets so long as it may lawfully act, and in the transaction of such other businesses as may be permitted by law.

Section 2. Every Owner of a Lot which is subject to assessment, (including Sutherland & Mock, L.L.C., and Mock Building Company), will be a Member of the Association. Membership will be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment. The terms and conditions set forth in this Declaration, which are binding upon Tracts A and B, VILLA WOODS, and upon Owners of Lots 1 thru 22 inclusive, VILLA WOODS 1st PLAT and Owners of Lots 23 through 40 inclusive, VILLA WOODS 2nd PLAT, and all Members of the Association, are not all-inclusive and the Members and Owners will, in addition be subject to the terms and provisions of the Articles of Incorporation and By-Laws of the Association. Members will not include persons or entities who hold an interest merely as security for the performance of an obligation.

Section 3. The Association will have one class of voting membership as follows: Members will be all Owners of single-family residential Lots, including those lots owned by Sutherland & Mock, L.L.C., and Mock Building Company. Each Member will be entitled to one (1) vote for each Lot in which they hold interest as required for membership by Article VI, Section 2. When more than one person holds such an interest in any Lot, all such persons will be Members. The vote for such Lot will be exercised as they among themselves determine, but in no event will more than one vote be cast with respect to the ownership of any Lot.

ARTICLE VII **COVENANT FOR MAINTENANCE ASSESSMENTS**

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Association Member and Owner of any Lot, by acceptance of a deed therefor, whether or not it will be expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges; (2) special assessments for capital improvements, such assessments to be established and collected from time-to-time as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorney's fees, will also be the personal obligation of the person who was the Owner of such a property at the time the assessment fell due. The personal obligation of delinquent assessments will not pass to his successors in title unless expressly assumed by them. The annual and special assessments, together with interest thereon, costs of collections thereof and reasonable attorney's fees, as herein provided, will be a charge on the land and will be a continuing lien upon the property upon which each such assessment is made.

Section 2. The assessments levied by the Association will be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the Members of the Association and, in particular, for the improvements and maintenance of the properties, services and facilities devoted to this purpose and related to the use and enjoyment of the common area.

Section 3. Maximum Annual Assessment.

(a) The maximum annual assessment may be increased each year by not more than ten percent (10%) of the maximum annual assessment for the previous year without a vote of the membership, and one-fourth (1/4th) of the annual assessment will be paid quarterly in advance. The annual assessment (dues) at the time of the adoption of these amended Covenants and Restrictions is \$1,080.00.

(b) Vacant or undeveloped Lots, now held by Sutherland & Mock, L.L.C., and Mock Building Company will be assessed at fifty percent (50%) of the annual assessment amount set out in Paragraph (a) above, and one-fourth (1/4th) of said reduced annual assessment will be paid quarterly in advance. This is the case whether these lots are held by Sutherland and Mock, L.L.C. and Mock Building Company or transferred by either entity to a subsequent Owner or builder. A Lot is defined as vacant for a period of six (6) months after the City of Raytown issues a building permit for construction of a residence on said Lot. Thereafter, it will be assessed the full maximum annual assessment called for in Paragraph (a) above.

Section 4. Uniform Rate of Assessment. The amount and time of payment of the regular assessment will be determined by the Board of the Association pursuant to the Articles of Incorporation and By-Laws of the Association after giving due consideration to the current maintenance costs and needs of the Association. Written notice of the amount of an assessment, regular or special, will be sent to every Owner. The due date for payment of any such assessment will be set forth in said notice.

Section 5. Quorum of Any Action Authorized Under Sections 2 and 3. At the first meeting called, as provided in Section 2 and 3 hereof, the presence at the meeting of Members or proxies entitled to cast sixty percent (60%) of all votes of all members of the Association's members (property owners) will constitute a quorum. Written notice of any meeting called for the purpose of taking any action authorized under Sections 2 and 3 will be sent to all Members no less than fifteen (15) days or more than sixty (60) days in advance of said meeting. Said notice will be given to the Members with any of the following methods including, but not limited to, door dropped flyer, telephone calls, email, or if USPS, by mailing a copy of such notice, postage prepaid, to each Member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Association or supplied by such Member to the Association for purpose of such notice. Such notice will specify the place, date, and hour of the meeting, and in the case of a special meeting, the purpose of the meeting. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth above, and the required quorum, at any such subsequent meeting, will be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting will be held more than sixty (60) days following the preceding meeting.

Section 6. The Association will, upon demand, furnish to any Owners liable for said assessment a certificate in writing signed by an officer of the Association setting forth whether the regular and special assessments on a specified Lot have been paid and the amount of the delinquency, if any. A reasonable charge may be made by the Board of the Association for the issuance of these certificates. Such certificates will be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 7. Effect of Non-Payment of Assessments: Remedies of the Association. Any assessments which are not paid when due will be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment will bear interest from the date of delinquency at a rate of twelve percent (12%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay same, or foreclose the lien against the property, and interest, costs and reasonable attorney's fees of any such action will be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the common area or abandonment of his Lot or other property.

Section 8. Subordination of Lien to Mortgage. The lien of the assessments provided for herein will be subordinate to the lien of any mortgage or mortgages. Sale or transfer of any Lot or land will not affect the assessment lien. However, 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, will extinguish the lien of such assessments as to payments thereof which became due prior to such sale or transfer. No sale or transfer will relieve such Lot or land from liability for any assessments thereafter becoming due or from the lien thereof.

Section 9. Exempt Property. The following property subject to this Declaration will be exempt from the assessments created herein:

- (a) All properties dedicated to and accepted by a local public authority.
- (b) The common area.

ARTICLE VIII **ARCHITECTURAL CONTROL**

No improvements, alterations, repairs, change of paint colors, excavations, changes in grade, changes in roof materials or other work which in any way alters the exterior of any property or the improvements location thereon from its natural or improved state existing on the date such property was conveyed in fee by Sutherland & Mock L.L.C. to any Owner will be made or done without the prior approval of the Architectural Review Committee, except as otherwise expressly provided in this Declaration. No building, fence, wall, residence or other structure will be commenced without the prior written approval of Sutherland & Mock, L.L.C., (in the case of original residence construction), or the Architectural Review Committee (in the case of all other construction). Such application will contain plans and specifications showing the nature, kind, shape, height,

materials and location of the proposed construction and will be submitted to Sutherland & Mock, L.L.C., or the Architectural Review Committee (as the case may be), prior to commencement of any construction and will be approved in writing when it has been demonstrated they are in harmony with the external design and location and their relation to surrounding structures and topography. The Architectural Review Committee will be composed of three (3) or more representatives appointed by the Board of Directors.

The Architectural Committee must take an action with respect to each application made to it by a Member by either approving the application, approving the application subject to modifications, or rejecting the application. The applicant may appeal an adverse decision of the Architectural Review Committee to the Board of Directors, which may reverse or modify such decision by a two-thirds (2/3) vote of the Directors.

ARTICLE IX **COMPLAINT/GRIEVANCES--FILING AND RESOLUTION**

From time to time, an Owner may wish to lodge a grievance or complaint against another Owner for violation of any one or more of the Association's Covenants and Restrictions, By-Laws, or Rules and Regulations. To that end, there is hereby created a committee to be known as the Complaint and Grievance Committee (hereinafter referred to as "Complaint Committee"). This Complaint Committee will be composed of three (3) Association Members.

The two (2) Complaint Committee Members who will serve for a one-year period will be: (a) The Association Board President, and (b) The Association Board Vice-President. The third Member of the Complaint Committee will be an Association Owner selected by the agreement of the complainant and the person against whom the complaint or grievance is lodged; and if these two (2) parties cannot reach agreement as to the person to serve on the Complaint Committee, then each will select an Owner and the two Owners so selected will agree upon a third Complaint Committee Member to sit on the Complaint Committee. The third Complaint Committee Member, in each instance, will serve on the Complaint Committee for such length of time as it takes for the Complaint Committee to hear and resolve the specific dispute and no longer.

The procedure to be followed to lodge a complaint or grievance against an Association Owner is as follows: The complaint or grievance will first be instituted by the filing of a complaint or grievance against an Association Owner, in writing, which will be delivered to the Association Board President. The Association Board President, in turn, will deliver a copy of the complaint or grievance to the Association Board Vice-President and the Association Owner against whom the complaint or grievance is lodged. The Board President will then work with the complainant and the Association Owner against whom the complaint or grievance has been lodged to determine the third member to serve on the Complaint Committee to hear and resolve the specific dispute, in the manner set forth above. The final composition of the Complaint Committee to hear and resolve the specific dispute will be determined as soon as practicable.

Once the Complaint Committee to hear and resolve the specific dispute has been selected and organized, the specific dispute before the Complaint Committee will be heard and determined as soon as practicable. The Complaint Committee will meet to elect a Chairperson who will schedule the hearing on the specific dispute at a time and place agreeable to all of the participants. The hearing will be an informal hearing not subject to traditional rules of evidence. The complainant and the Association Owner participating in the hearing, including any of their witnesses, will conduct themselves with good decorum and behavior. If this does not occur, the Complaint Committee will be justified in adjourning the proceedings to a date in the future to permit the parties involved to regain their composure.

At the conclusion of the hearing, the Complaint Committee will render its decision, after due deliberation. The Complaint Committee's decision will include whatever remedy the Complaint Committee deems fair and just, including the imposition of a fine not to exceed \$50.00 payable to the Association, per violation and/or such other sanctions as permitted by the Association's Covenants and Restrictions, By-Laws and/or Rules and Regulations.

ARTICLE X **GENERAL PROVISIONS**

Section 1. Enforcement. The Association, or any Lot Owner, will 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 will in no event be deemed a waiver of the right to do so thereafter. The Owner or Owners of any portion of the above land will have the right to use and obtain an injunction, prohibitive or mandatory, to prevent the breach of or to enforce the observance of the restrictions, reservations and covenants.

Section 2. Proxy. Any member who cannot attend, for any reason, an annual or special called meeting of the Association may delegate the right to cast the vote of such person at such annual or special meeting on any subject raised or vote called for at such meeting by a written proxy duly signed and dated by such absent person and presented to the person delegated to act on behalf of the absent person prior to the meeting. The person holding such proxy shall present the signed written proxy to the Secretary prior to the beginning of the annual or special meeting to which such proxy applies

Section 3. Meeting Notices. Written notice of the annual meeting of the Association or any special meeting called for the purpose of taking any special action by the Association will be sent to all Members no less than fifteen (15) days or more than sixty (60) days in advance of said meeting. Said notice will be given to the Members by any of the following methods including, but not limited, to door dropped flyer, telephone calls, email, or if USPS, by mailing a copy of such notice, postage prepaid, to each Member entitled to vote thereat, addressed to the Member's address last appearing on

the books of the Association or supplied by such Member to the Association for purpose of such notice. Such notice will specify the place, date, and hour of the meeting, and in the case of a special meeting, the purpose of the meeting.

Section 4. Severability. Invalidation of any one of these covenants or restrictions by judgement or court order will in no way affect any other provisions which will remain in full force and effect.

Section 5. Amendment. The covenants and restrictions of the Declaration will run with and bind the land, and will inure to the benefit of and be enforceable by the Association, or the Owner of any Lot, unit or parcel of land subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenants will automatically be extended for the successive periods of ten (10) years. The covenants and restrictions of this Declaration may be amended during the first twenty (20) year period by an instrument signed by Members entitled to cast not less than sixty-seven percent (67%) of the Association's votes with the exception of the provisions of Article III, Sections 1 thru 13, dealing with use of land Article IV Section 7, which may only be amended by execution of an instrument signed by Members entitled to cast not less than ninety percent (90%) of the Association's votes. The foregoing provision notwithstanding, any amendment must be properly recorded.

IN WITNESS WHEREOF, the undersigned, being the President and Secretary of the Declarant herein, have hereunto set their hands and seals this 26th day of January, 2018.

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MICHAEL W. HANNA, President


SANDI HUNT, Secretary

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ACKNOWLEDGEMENT

STATE OF MISSOURI)
)
) ss.
COUNTY OF JACKSON)

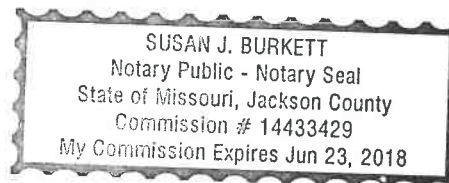
On this 26th day of January, 2018, before me, a Notary Public, personally appeared Michael W. Hanna, to me known to be one of the persons described in and who executed the foregoing instrument, and declared that he is the President of Villa Woods Home Owner's Association, Inc., and that the foregoing Amended Declaration of Covenants and Restrictions were adopted by the requisite number of the members of Villa Woods Home Owner's Association, Inc., on January 13, 2018, at the duly called and held annual meeting of the Association, and that he executed the same as his free act and deed.

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

Susan J. Burkett
Notary Public

ACKNOWLEDGEMENT

STATE OF MISSOURI)
)
) ss.
COUNTY OF JACKSON)



On this 26th day of January, 2018, before me, a Notary Public, personally appeared Sandi Hunt, to me known to be one of the persons described in and who executed the foregoing instrument, and declared that she is the Secretary of Villa Woods Home Owner's Association, Inc., and that the foregoing Amended Declaration of Covenants and Restrictions were adopted by the requisite number of the members of Villa Woods Home Owner's Association, Inc., on January 13, 2018, at the duly called and held annual meeting of the Association, and that she executed the same as his free act and deed.

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

Susan J. Burkett
Notary Public

