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COPY

**SUPPLEMENTARY DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS**

THIS DECLARATION, made on the date hereinafter set forth, by Sutherland & Mock, L.L.C., a Missouri limited liability company, hereinafter referred to as "Declarant."

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in Raytown, Jackson County, Missouri, which is more particularly described as:

Lots 23 thru 40, VILLA WOODS, 2<sup>ND</sup> PLAT, a subdivision in Raytown, Jackson County, Missouri.

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. created certain restrictions, liens, obligations and conditions in relation to certain land in the City of Raytown, Jackson County, Missouri, contiguous to certain heretofore described land, 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;

WHEREAS, pursuant to Article II, Section 2, of the aforesaid Declaration of Covenants, Conditions and Restrictions, it is the desire of the said Sutherland & Mock, L.L.C., a Missouri limited liability company, to fully annex the aforesaid legally described property to the property originally subjected to the declaration and control of said Villa Woods Home Owners Association, Inc.

NOW, THEREFORE, Declarants declare that the real property heretofore described consisting of eighteen (18) lots, numbered 23 thru 40, and such additions thereto, as may hereafter be made, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens hereinafter set forth.

The heretofore described property shall be and is declared to be a plat completely subject to the terms and provisions of the Declaration of 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.

Further, the heretofore property is hereby subject to the following supplementary set of declarations and restrictions which in all respects are intended to go to the Declaration of Covenants, Conditions and Restrictions referred to above.

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## ARTICLE I

### DEFINITIONS

Section 1. "Association" shall mean and refer to the VILLA WOODS HOME OWNERS ASSOCIATION, INC., its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property legally described as Tracts A and B and Lots 1 thru 22 inclusive, VILLA WOODS 1<sup>ST</sup> PLAT, and Lots 23 thru 40, VILLA WOODS 2<sup>ND</sup> PLAT, and such additions thereto as may hereafter be brought within the jurisdiction of the Association and made subject to this Declaration.

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

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision plat relating to the properties, excepting the common area or Developer owned acreage.

Section 5. "Developer Owned Acreage" shall mean land lying within the heretofore described properties or immediately adjacent to said properties, which is owned either by the Declarant or its assigns which has not been subdivided into lots or conveyed to the Association as common area.

Section 6. "Member" shall mean and refer to every person or entity who holds membership in the Association as defined in Article VI of this Declaration.

Section 7. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot or other land which is a part of the properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 8. "Declarant" shall mean and refer to Sutherland & Mock, L.L.C., a Missouri limited liability company, its successors and assigns.

Section 9. "Declaration" shall mean and refer to this Declaration of Covenants, Conditions and Restrictions applicable to the properties recorded in the Recorder of Deeds' Office, Jackson County at Independence, by Declarant.

Section 10. "Occupant" shall mean and refer to the occupant of a dwelling unit situated on a lot or a single family residential unit who shall either be the owner or a lessee pursuant to a written lease having an initial term of at least twelve (12) months.

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Section 11. "Supplementary Declaration" shall mean and refer to any Declaration of Covenants, Conditions or Restrictions which may be recorded by the Declarant which contain such complimentary provisions in relation to the parcel as are authorized herein and required for the general welfare of owners and occupants of lots within the parcel.

## ARTICLE II

### ANNEXATION OF ADDITIONAL PROPERTIES

Section 1. Annexation of additional property to be made subject to these restrictions shall require the assent of two-thirds (2/3) of Class A and B votes cast at a meeting duly called for this purpose, written notice of which shall 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 each aforesaid class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called subject to the notice requirement set forth above, and the required quorum at such subsequent meeting shall be one-half (1/2) of the required quorum of the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting. In the event that the requisite number of votes are not represented, in person or by proxy, members not present may give their written assent to the action taken thereat.

Section 2. The foregoing notwithstanding, if within ten (10) years of the date of incorporation of the Association, the Declarant should develop additional lands within the immediate vicinity of, and contiguous to, or immediately adjacent to a public road or area which is contiguous to the heretofore described land subject to this Declaration, such additional lands may be annexed to said properties by the unanimous vote of Class B members without the assent of any member other than the Declarant.

## 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 one family dwellings. All improvements designed for occupancy by a single family shall not be more than two (2) stories in front, except that split-level construction shall 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 shall 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

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shaped lots, this ten percent (10%) side yard requirement shall be determined at the front of the dwelling, except that no rear portion of the structure shall be closer than five (5) feet to the side lot line. No more than eight (8) feet side yard setback shall be required on lots wider than eighty (80) feet at the minimum building setback line or on irregular shaped lots. No residence shall be built closer than twenty (20) feet from the rear of any lot and no building shall encroach on utility easements as provided on the plat and Section 9 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 shall not be considered as a part of a building, provided, however, that this shall 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 shall 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, recreation vehicle, basement, tent, shack, garage, barn or other outbuilding shall at any time be used as a residence, temporarily or permanently, nor shall any residence of temporary character be permitted. No detached structure, satellite dish, or antenna will be permitted on the lot; however, applications for satellite dishes measuring less than one meter (39.6 inches) in diameter shall be considered for approval on all lots where the property is within the exclusive ownership and control of the antenna user. The application shall 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 of location of 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.

Section 5. No structure shall be moved on said premises from another location, and no dwelling or residence shall 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 shall be permitted to remain in damaged condition longer than three (3) months.

Section 6. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided they are not kept, bred, or maintained for any commercial purpose; and further provided that not more than two (2) dogs or two (2) cats or two (2) other household pets shall be kept on any residence lot.

Section 7. No school buses, mobile homes, trailers, recreation vehicles, boats, tractors, or trucks larger than a 3/4-ton pickup truck shall be parked on the lot or at the curb for more than four (4) hours at any one time.

Section 8. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become annoyance or nuisance to the neighborhood.

Outside trash burning shall be prohibited, except on lots that have residences under construction. Outside clothes lines shall be prohibited, except for removal umbrella type, which shall be at the rear within ten (10) feet of rear of house.

Section 9. 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 10. All plans and specifications for the construction of a dwelling or residence shall be submitted to the Declarant, or its assigns, for its written approval or disapproval, so long as the Declarant or its assigns shall own any lot in the subdivision.

Section 11. No fencing shall be permitted on any lot unless the same is yard fencing and approval for all fencing must be obtained in the manner and method as set out in Article VIII, but no fencing to extend nearer to 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 assigns, 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 Section 10 above. No swimming pool shall be built upon any lot until all plans and locations for the construction of a swimming pool have been submitted to the Declarant, or its assigns, and the Declarant's approval of same has been obtained.

Section 12. All improvements shall be connected with the sanitary sewer system, which is now or shall be constructed to serve the above premises. No other sanitary provision, septic tank or other device for sewage disposal shall be installed or permitted to remain on any lot, unless approved by the Declarant.

Section 13. No residence of one story shall be erected having a ground floor living area of less than 1,500 square feet, exclusive of porches, garages and breezeways. No split-level residence shall be erected having a living area of less than 1,500 square feet on the two main levels. No residence of two stories or one and one-half stories shall be erected having a living area of less than 1,900 square feet. No residence having the appearance from the front of a two story residence, including the foundation, with the principal living area on the second floor, shall have less than 1,500 square feet on the second floor of principal living area. No residence with finished living area in a walkout basement shall be erected unless it contains a total living area of not less than 1,900 square feet with the first floor to contain a minimum of 1,300 square feet of living area. No residence shall have more than three (3) garages, which may be attached or built-in garages.

Section 14. All driveways shall be poured concrete, asphalt, decorative concrete pavers or bricks, and shall extend to the curb line of the street upon which the premises fronts, or to the curb line on the side street.

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Section 15. 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 the Declarant. In the event said construction is not so commenced or started, and if this provision is not waived by the Declarant, then the Declarant, its successors or assigns, has the right or option to force the current owner to resell the lot to the Declarant at the price originally paid to the Declarant, and the provision hereof is binding not only on the original purchaser, but any subsequent purchaser of said lot. If the Declarant, its successors or assigns, shall exercise the foregoing option, said Declarant 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 the Declarant in the amount of Declarant'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 construction 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 the Declarant "may" maintain a large sign or signs pertaining to said development until the lots owned by the Declarant have been sold.

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

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

Section 4. No commercial or business activity shall 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 shall prohibit or interfere with the carrying on of promotional activities by the Declarant for the sale of lots, parcels and residential units or the resale or lease of lots, parcels and residential units by Declarant or other owners thereof, nor shall 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 shall 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 3/4 ton, recreational vehicles, motor homes, boats, unmounted campers, trailers, unlicensed, inoperable or partially disassembled automobiles or trailers, shall 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, shall 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. Any fence or screen must have the approval of the Declarant or Architectural Review Committee before installation is undertaken.

## ARTICLE V

### PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment. Declarant is hereby granted the right, so long as these Declarations remain in effect, from time to time, to alter, diminish and/or increase the common area, grant easements and other interests therein, and shall retain title to the same until Declarant shall expressly convey the common area to the Association. Following such conveyance, the Association shall acquire the said rights and powers of the Declarant with respect thereto. Subject to such rights in the Declarant and in the Association, every owner shall have a right and easement of enjoyment in and to the common area which shall be appurtenant to and shall 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 shall exist as to any owner unless the lot owned by such owner shall 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, after acquiring title, to exercise the power to alter, diminish and/or increase the common area or to grant easements or other interests therein. shall require the written authority of two-thirds (2/3) of each class of the members, which shall 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 purchasers or tenants who reside on the property.

Section 3. Title to the Common Area. Declarant hereby covenants for itself, its successors and assigns, that it will convey fee simple title to the common area of the Association, subject to existing encumbrances, at such time as the Declarant may wish to make such conveyance, but no later than when seventy-five percent (75%) of the lots have been conveyed to a subsequent owner by Declarant.

Section 4. Exterior Maintenance and Common Area Duties of Association. The Association shall be responsible for the improvement and maintenance of the common area and shall provide limited maintenance and service to each lot as permitted by the approved budget and assessments hereunder, as follows:

- (a) The Association shall 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 shall provide monitoring of the irrigation systems for each individual lot, including monitoring of time clocks to monitor watering of each individual lot.
- (c) The Association shall provide driveway only snow removal following an accumulation of 3" or more of snow. This provision may be modified as applicable by the Board of Directors of the Association. Notice of said modification shall be given to each owner.
- (d) The Association shall mow all vacant lots after said lots have been transferred from Declarant to owners.

Section 5. Exterior Maintenance and Unit Responsibilities of Lot Owner. It shall be the responsibility of each lot owner to provide for the exterior maintenance of all living units, including 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 shall as well include the following:

- (a) There shall be provided by lot owner, prior to sod installation, irrigation and watering systems to be installed by the owner, which shall serve each lot. Each individual lot owner shall be responsible for the cost of watering and maintenance and improvement of the irrigation system. Monitoring of time clocks on the irrigation systems shall be the responsibility of the Association. The irrigation system installed on each lot shall be installed to provide irrigation for the front yard, side yard, and a minimum of 25 feet to the rear of each unit.
- (b) Maintenance of trees and shrubbery on each lot, to include fertilizing, watering and trimming of 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 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 foundation 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; and
- (f) To provide maintenance and access for the Declarant or the Association for irrigation system control units on the outside of the homes, which shall 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 shall 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 shall 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 shall have failed or refused to do so, including, but not limited to, mowing and cleaning of unsightly brush and debris, painting, repairing, replacing and caring for roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks, drives, fences 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, its duly authorized agents or employees, shall have the right, after reasonable notice to owner, to enter upon any lot at reasonable hours except on Sunday to perform said maintenance and if the cost of same is not paid by owner, it shall become a continuing lien against the lot. Each such assessment, together with interest, costs and reasonable attorney's fees, shall be the obligation of the owner who is owner of the property at which time the special assessment fell due.

ARTICLE VI

ASSOCIATION, MEMBERSHIP AND VOTING RIGHTS

Section 1. Declarant has caused or will promptly after the execution hereof cause to be formed a not-for-profit corporation under the laws of the State of Missouri, which corporation shall be known as VILLA WOODS HOME OWNERS ASSOCIATION, INC. The Articles of Incorporation of the Association shall specify, among the purposes and duties of the Association, the enforcement of all the 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 thru 22, VILLA WOODS 1<sup>ST</sup> PLAT, and Lots 23 thru 40, VILLA WOODS 2<sup>ND</sup> 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 shall be a member of the Association. Membership shall 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 1<sup>ST</sup> PLAT, and owners of Lots 23 thru 40 inclusive, VILLA WOODS 2<sup>ND</sup> PLAT, and all members of the Association, are not all-inclusive and the members and owners shall, in addition, be subject to the terms and provisions of the Articles of Incorporation and By-Laws of the Association. Members shall not include persons or entities who hold an interest merely as security for the performance of an obligation.

Section 3. The Association shall have two classes of voting membership, as follows:

Class A. Class A members shall be all owners of single family residential lots with the exception of the Declarant. Each Class A member shall 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 shall be members. The vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to the ownership of any lot, except as hereinafter provided for Class B voting rights.

Class B. Class B members shall be Sutherland & Mock, L.L.C., the Declarant. Class B members shall be entitled to three (3) votes for each lot owned, and twelve (12) votes for each undeveloped acre as defined in Article I. Class B membership shall cease and be converted to Class A membership upon the happening of either of the following events, whichever occurs earlier:

- (a) when the total votes of Class A membership equals the total votes of the outstanding Class B membership, or

- (b) on December 31, 2010.

## ARTICLE VII

### COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Class A member and owner of any lot, by acceptance of a deed therefor, whether or not it shall 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, shall also be the personal obligation of the person who was the owner of such property at the time the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them. The annual and special assessments, together with interest thereon, costs of collection thereof and reasonable attorney's fees, as herein provided, shall be a charge on the land and shall be a continuing lien upon the property upon which each such assessment is made.

Section 2. The assessments levied by the Association shall 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. Until January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment shall be Eight Hundred Forty Dollars (\$840.00) per lot, payable quarterly, in advance.

- (a) From and after January 1, 2001, 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 1/4th of the annual assessment shall be paid quarterly in advance.
- (b) From and after January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment may be increased above ten percent (10%) by a vote of two-thirds (2/3) of each class of members voting in person or by proxy at a meeting duly called for this purpose.
- (c) Vacant or undeveloped lots, which have been transferred from Declarant to a subsequent owner or builder, shall be assessed at fifty percent (50%) of the annual assessment amount set out in Paragraph (a) above, and 1/4th of said reduced annual assessment shall be paid quarterly in advance. 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 shall 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 shall 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, shall be sent to every owner. The due date for payment of any such assessment shall be set forth in said notice.

Section 5. Quorum for Any Action Authorized Under Sections 2 and 3. At the first meeting called, as provided in Sections 2 and 3 hereof, the presence at the meeting of members or of proxies entitled to cast sixty percent (60%) of all votes of Class A and B membership shall constitute a quorum. Written notice of any meeting called for the purpose of taking any action authorized under Sections 2 and 3 shall be sent to all members no less than fifteen (15) days or more than sixty (60) days in advance of said meeting. Said notice shall be given to the members 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 shall 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, shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. The Association shall, 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 shall 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 shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the 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 shall 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 shall be subordinate to the lien of any mortgage or mortgages. Sale or transfer of any lot or land shall not affect the assessment lien. However, the sale or transfer of any lot or land which is

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subject to any mortgage, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to payments thereof which became due prior to such sale or transfer. No sale or transfer shall relieve such lot or land from liability for any assessments thereafter becoming due or from the lien thereof.

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

- (a) all properties dedicated to and accepted by a local public authority;
- (b) the common area; and
- (c) all land or lots owned by the Declarant prior to their transfer to a subsequent owner or builder for construction of a single family residence.

Section 10. All lots owned by Sutherland & Mock, L.L.C. shall be exempt from assessment.

Section 11. At the option of Declarant, as additional plats are filed for VILLA WOODS, the owners of the lots and sub-plats upon acceptance will become eligible for membership in the Association and will be bound by the same terms and conditions of the Covenants and Restrictions herein declared.

## 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 located thereon from its natural or improved state existing on the date such property was conveyed in fee by Declarant or Developer to any owner shall be made or done without the prior approval of the Declarant or the Architectural Review Committee, except as otherwise expressly provided in this Declaration. No building, fence, wall, residence or other structure shall be commenced without the prior written approval of the Declarant, or its assigns, or the Architectural Review Committee. Such application shall contain plans and specifications showing the nature, kind, shape, height, materials and location of the proposed construction and shall be submitted to the Architectural Review Committee prior to commencement of any construction and shall 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 shall be composed of three (3) or more representatives appointed by the Board of Directors. All original construction shall be approved by Declarant or its assigns pursuant to Article III, Section 10.

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In the event the Architectural Review Committee fails to approve, modify or disapprove an application in writing within thirty (30) days after plans and specifications have been submitted to it, in accordance with adopted procedures, approval will be deemed granted. The applicant may appeal an adverse decision of the Architectural Review Committee to the Board of Directors, which may reserve or modify such decision by a two-thirds (2/3) vote of the Directors.

ARTICLE IX

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any lot owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The owner or owners of any portion of the above land shall 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. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the owner of any lot, unit or 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 shall automatically be extended for 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 Class A and B votes, with the exception of the provisions of Article III, Sections 1 thru 15, dealing with use of land, which may only be amended by execution of an instrument signed by members entitled to cast not less than ninety percent (90%) of the Class A and B votes. The foregoing provision notwithstanding, these Covenants and Restrictions may be amended during the first five (5) year period after recording of the Declaration by an instrument properly executed by Declarant for the interest and benefit of the properties and Homes Association for a period of five (5) years or so long as Declarant shall own a lot, whichever period shall expire first. Any amendment must be properly recorded.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 21<sup>ST</sup> day of NOVEMBER, 2000.

JCMO-12/07/2000

SUTHERLAND & MOCK, L.L.C.  
a Missouri limited liability company

By: *Dean A. Sutherland*  
Dean A. Sutherland, Member

*Steven G. Mock*  
Steven G. Mock, Trustee of the Steven G. Mock  
Declaration of Trust dated January 4, 1991, Member

*Lawrence D. Mock*  
Lawrence D. Mock, Trustee of the Lawrence D. Mock  
Declaration of Trust dated February 3, 1988, Member

STATE OF MISSOURI     )  
  )ss:  
COUNTY OF JACKSON    )

On this 27<sup>th</sup> day of November, 2000, before me, a Notary Public in and for said County and State, personally appeared **Dean A. Sutherland, Member, Steven G. Mock as Trustee of the Steven G. Mock Declaration of Trust dated January 4, 1991, Member, and Lawrence D. Mock, Trustee of the Lawrence D. Mock Declaration of Trust dated February 3, 1988, Member**, to me known to be the persons whose names are subscribed to the foregoing instrument, and personally known to me to be Members respectively of SUTHERLAND & MOCK, L.L.C., a Missouri limited liability company, and acknowledged that they executed the foregoing instrument as their free and voluntary act as such Members, and as the free and voluntary act of the said limited liability company, for the uses and purposes therein set forth.

WITNESS my hand and notarial seal the day and year last above written.

*Dorothy Mock Vaubel*  
Notary Public

My Commission Expires:  
June 24, 2002

DOROTHY MOCK-VAUBEL  
Notary Public - Notary Seal  
STATE OF MISSOURI  
JACKSON COUNTY  
MY COMMISSION EXP. JUNE 24, 2002