

Claymont North Homes Association

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Kansas City, Missouri 64168

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Homes Association Declaration Claymont North

THIS DECLARATION, made this 28th day of October, 1977 by Claymont North Developments, a joint venture existing under the laws of Missouri (herein after referred to as “Developer”).

WITNESSETH:

WHEREAS, the Developer is the owner of all of the following described land situated in Clay County, Missouri, more particularly described as:

Lots 1 through 18, inclusive, Block 1; Lots 1 through 17, inclusive, Block2; Lots 1 through 4, inclusive, Block 3; Lot 1, Block 4; and Lots 1 through 16, inclusive, Block 5, CLAYMONT NORTH, an addition in and to the City of Gladstone, Missouri.

WHEREAS, on or about November 4, 1977 a Homes Association Declaration was filed of record with the Clay County, Missouri Recorder of Deed’s Office as Document 57430 in Book 1281 at Page 668 (herein “the Declaration”) and,

Lots 1 through 7, Bock 6, CLAYMONT NORTH, SECOND PLAT, an addition in and to the City of Kansas City, Clay County, Missouri.

WHEREAS, on or about June 8, 1978 and amendment #1 to the Declaration was filed of record with Clay County, Missouri Recorder of Deed’s Office as Document D-69790 in Block 1309 at Page 31 and,

Lots 2 through 14, Block 4; Lots 8 through 37, Block 6; Lots 1.2.9 through 17, Block 7; Lots 11 through 15, Block 8; Lots 1,2 and 28 through 33, Block 9, CLAYMONT NORTH, THIRD PLAT, an addition in and to the city of Kansas City, Clay County Missouri.

WHEREAS, on or about April 2, 1979 an amendment #2 to the Declaration was filed of record with Clay County, Missouri Recorder of Deed's Office as Document D-87654 in Book 1347 at Page 753 and,

Lots 15, 16 and 17, Block 4; Lots 3 through 8, Block 7; Lots 1 through 10, Block 8; Lots 3 through 26 and 34 through 42, Block 9; and Lots 1 through 10, Block 10, CLAYMONT NORTH FOURTH PLAT, an addition in and to the city of Kansas City, Clay County, Missouri.

WHEREAS, on or about August 22, 1983 an amendment #3 to the Declaration was filed of record with Clay County, Missouri Recorder of Deed's Office as Document E-61868 in Book 1512 at Page 468.

WHEREAS, the Developer is now developing the above described land and desires to create and maintain a residential neighborhood possessing features of more than ordinary value to the said community.

NOW, THEREFORE, in order to assist it and its grantees in providing the means necessary to bring about the development of the above described land, the Developer does now and hereby subjects all of the lots located in Claymont North as shown on the recorded plat thereof, to the covenants, charges, and assessments set forth and contained in the Declaration, subject, however, to the limitations hereinafter specified.

DEFINITIONS OF TERMS USED

The term "district" as used in this Declaration shall mean, unless and until extended as hereinafter provided, all of the lots enumerated above as shown on said plat of Claymont North. If or when other land shall, in the manner hereinafter provided be added and described above, then the term "district" shall thereafter mean all land which shall, from time to time, be subjected to the terms of this Declaration, including any future modifications thereof. The term "improved property" as used herein, shall be deemed to mean a single tract under a single ownership and use, and on which tract a residence has been erected or is in the process of erection, or on which any other building not in violation of the restrictions then of record thereon is erected or is in the process of erection. Any other land covered by the Declaration shall be deemed to be vacant and unimproved. The term "public place" as used herein shall be deemed to mean all streets, all parks, all alley ways, and all similar places the use of which is dedicated to or set aside for the use of the general public, or for the general use of all of the owners of the district. The term "owners" as used herein shall mean those persons or corporations who may from time to time own the land within the district. The term "restriction" as used herein shall specifically include those contained in the "Declaration of Restrictions" of Claymont North filed in the office of the Recorder of Deeds, Clay County, Missouri on November 4, 1977, beginning at Page 653 of Book 1281, and all amendments thereto.

SECTION 1. MEMBERSHIP IN ASSOCIATION.

The owners of all of the land hereinabove described, together with the owners of any other land that may from time to time be made subject to all of the terms and provisions of this Declaration in the manner hereinafter provided for, shall be the members of an association, which is hereby created and established, to be known as "CLAYMONT NORTH HOMES ASSOCIATION". The Association shall be incorporated under the laws of the State of Missouri as a corporation not for profit. Membership in the Association shall be limited to the owners of land within the boundaries of the district as it exists from time to time. The Association shall be the sole judge of the qualifications of its members and of their rights to participate in meetings.

SECTION 2. VOTING RIGHTS.

The Claymont North Homes Association, Inc. shall have two classes of voting membership, as follows:

Class A. Each owner, with the exception of the Developer, of a lot in Claymont North, a subdivision in the City of Gladstone, Clay County, Missouri, shall be a Class A member. Each Class A member shall be entitled to one vote for each lot upon which he holds fee simple title. When more than one person holds such interest in any lot, all such persons shall be members and 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 any one lot.

Class B. The Class B member shall be the Developer. The Class B member shall be entitled to ten votes for each lot within the district in which the said Developer holds fee simple title.

SECTION 3. LAND ENTITLED TO BENEFITS.

No land shall be entitled to any of the benefits, improvements or services provided by this Association unless the owner or owners thereof shall have subjected their land to the terms of this Declaration and to the assessments herein provided for.

SECTION 4. USE OF COMMON AREA.

The owners of land within the district as it may exist from time to time shall have the exclusive right to use of all undedicated common areas as designated on the plat of Claymont North or as may be designated on subsequent plats of Claymont North or as may be created by separate document filed for that purpose with the Recorder of Deeds of Clay County, Missouri, by the Developer or as otherwise designated herein.

The Claymont North Homes Association shall have the right and the power to make reasonable rules and regulations which shall govern the use of the undedicated common areas.

SECTION 5. OTHER LANDS – HOW THEY MAY BE ADDED.

The Developer may from time to time add to the district such land as is now or hereafter owned or approved for addition by said Developer, provided that the land so added to the district shall at that time be bound by all of the terms of this Declaration and any future modifications thereof.

SECTION 6. POWERS AND DUTIES OF THE ASSOCIATION.

- a) The Association shall have the following powers and mandatory duties:

To care for, spray, trim, protect and replant trees on all streets and in other public places where trees have once been placed, when such services are not available from any public source; and to care for, protect and replant shrubbery, and re-sow grass and replace sod in the parks which are in the streets and in any parks set aside for the general use of the owners in the district, or to which such owners have access and the use thereof.

To provide for the operation and maintenance of any tennis courts, swimming pools, playgrounds, green areas, parking areas, walk, pedestrian ways, gateways, entrances, drinking fountains, and ornamental features now existing or which may hereafter be erected or created in said district in any public street or park, or any land set aside for the general use of the owners in the district, or to which all of such owners have access and the use thereof

To acquire and own the title to such real estate as may be reasonably necessary in order to carry out the purposes of the Association, and to pay taxes on such real estate as may be owned by and to pay taxes as may be assessed against land in the public or semi-public places within the district.

To levy and collect the assessment which are provided for in this Declaration.

- b) The Association shall have the following additional powers and duties which it may exercise and perform whenever in its discretion it may deem necessary or desirable, to-wit:
- (1) To enforce, either in its own name or in the name of any owner within the district, any or all building restrictions which may have been heretofore or may hereafter be imposed upon any of the land in such district, either in the form as originally placed thereon or as modified subsequently thereto; provided, however, that this right of enforcement shall not serve to prevent such changes, releases or modifications or restrictions or reservations being made by the parties having the right to make such changes, releases, or modifications as are permissible in the deeds, declarations, contracts or plats in which such restrictions and reservations are set forth, nor shall it serve to prevent the assignment of those rights by the proper parties, wherever and whenever such rights of assignment exist. The expenses and costs of any enforcement proceedings shall be paid out of the general fund of the Association as herein provided for. Nothing herein contained shall be deemed or construed to prevent any owner having the contractual right to do so from enforcing his own name any such restrictions.
 - (2) To manage and control as trustee for its members all public improvements upon and to the land in the district, or improvements in public places, provided that such management and control of said improvements shall at all times be subject to that had and exercised by any City, Township, County and State, or any of them in which the land within the district is located.
 - (3) To provide for the collection and disposal of rubbish and garbage, when adequate services of that type are not available from any public source.
 - (4) To mow, care for, maintain and remove rubbish from vacant and unimproved property and to do any other things necessary or desirable in the judgment of the officers of the Association to keep any vacant and unimproved property and the parking in front of any property in the district neat in appearance and in good order.
 - (5) To provide for the plowing and removal of snow from sidewalks and streets, when such services are not available from any public source.
 - (6) To provide such lights as the Association may deem advisable on streets, parks, parkways, pedestrian ways, gateways, entrances or other features, and in other public or semi-public places, when such facilities are not available from any public source.

- (7) To provide for the cleaning of streets, gutters, catch basins, sidewalks and pedestrian ways, and for the repair and maintenance of storm sewers and appurtenant drainage facilities, when such services are not available from any public source.
- (8) To erect and maintain signs for marking of streets and safety signs for the protections of children and other persons, when such signs are not available from public source.
- (9) To employ duly qualified peace officers for the purpose of providing such police protection, as the Association may deem necessary or desirable in addition to that rendered by public authorities.
- (10) To exercise control over such easements as it may acquire from time

SECTION 7. METHOD OF PROVIDING GENERAL FUNDS.

- a) For the purpose of providing a general fund to enable the Association to exercise the powers and maintain the improvements and render the services herein provided for, all lots owned by Class A members upon which a dwelling has been erected and lying within the boundaries of the district shall be subject to an annual assessment which may be levied by the Association from year to year and shall be paid to the Association annually or at such other times as the Association may determine in advance by the respective Class A member-owners of the said assessable land subject thereto, which said assessable land shall be deemed to be all of the above enumerated lots in the aforesaid plat of Claymont North which are then owned by Class A members and upon which dwellings have been erected together with such other lots as may from time to time be added to the said district as herein provided been erected. The Association may from year to year fix and determine the total amount required in this general fund and may levy and collect an annual assessment not exceeding One Hundred Fifty (150.00) Dollars for each lot then owned by a Class A member and upon which a dwelling has been erected and is within the district as now or hereafter established: provided, however, that in respect to the year in which a dwelling is constructed on any certain lot covered by this Declaration, the assessment for the said year shall be pro-rated on the basis of the date of occupancy of said dwelling of the said Class A member.
- b) The maximum annual assessment upon each lot as aforesaid may be increased by an amount not exceeding one hundred percent (100%) of the original maximum annual assessment which the Association may levy and collect from year to year, provided that a meeting of the members specially called for that purpose, prior to the date upon which the assessment is levied for the first year for which such increase is proposed, a majority of the members present at such meeting authorize such an increase by an affirmative vote therefore; and provided further, that the maximum annual assessment upon each lot as aforesaid may be increased by an amount not exceeding two hundred percent (200%) of the said original maximum annual assessment, provided that at a meeting of the members specially called for that purpose, prior to the date on which the assessment is levied for the year for which such increase is proposed, sixty (60%) of the members present at such meeting authorize such an increase by an affirmative vote therefore.
- c) Unless the increases provided for in paragraph (2) of this Section 7 are specifically limited by the resolutions in which they are contained, to be for a specified period, they shall be effective until rescinded by the Association, at a meeting specially called for such purpose, by an affirmative vote of two-thirds (2/3) of the members present or by action taken under the terms of paragraph (4) of this Section 7 and in either such event the rescission shall be effective commencing on the first day of the next succeeding year.
- d) It is recognized that during the period of the time this agreement may be in effect, that substantial changes may occur in the economic status of the United States as a whole and of the Clay County, Missouri, area in particular, and that in the event of such economic change, either by inflation or deflation, that there should be a provision by which the maximum annual assessment provided for herein may be decreased or increased to a degree greater than that permitted by the other provisions hereof. It is, therefore, provided that a resolution to such effect, adopted at a meeting of the Association specially called for that purpose, three-fourths (3/4) of the members present at such meeting voting in the affirmative therefore, shall be sufficient to require the Association to request the County of Clay county (hereinafter referred to as the County Court), Missouri, to set a new and reasonable maximum annual assessment for the purposes provided for herein, based on the then current economic conditions, the change to be effective commencing on the first day of the next succeeding year. In the event, however, that the said County Court should refuse to act, the Association shall petition the circuit court of Clay County, Missouri, to name three (3) disinterested parties to act in the stead of said County court. The decision of a majority of either of such entities shall be final and conclusive and shall be effective until amended by further action of the said County Court or a panel selected by the said Circuit Court, both under the provisions of this paragraph.
- e) Whenever the Association may deem it advisable to submit to the members a proposal under either Paragraph (2) or Paragraph (4) of this Section 7 for increasing or decreasing the permissible maximum amount of the annual assessment, it shall notify the members of the Association by mailing to such members at the last known address,

with United States postage prepaid thereon, a notice of such meeting, giving the time and place at which it is to be held and the fact that an increase or decrease in the amount of the annual assessment is to be voted upon at such meeting.

- f) The first assessment shall be for the calendar year beginning January 1, 1978, and it shall be fixed and levied prior to December 1, 1977, and shall be payable on January 1, 1978, and on January 1st of each year thereafter. It will be the duty of the Association to notify all owners of assessable lots whose address is listed with the Association on or before the date, giving the amount of the assessment on each tract owned by them and the date when such assessment is due. Failure of the Association to levy the assessment prior to January 1st of each year for the next succeeding fiscal year beginning on January 1st shall not invalidate any such assessment made for the particular year; nor shall failure to levy an assessment for any one year affect the right of the Association to do so for any subsequent year. When the assessment is made subsequent to January 1st of any year, then it shall become due and payable no later than thirty (30) days from the date of levying the assessment. Prior to the first assessment hereinabove provided for, if the Trustee shall deem it necessary for the purpose of carrying out the terms of this Declaration, it shall have the right to make a partial assessment within the limits herein provided for and on a pro-rata basis for the period of time ending December 31, 1977. The Association may elect to permit collections in monthly, quarterly or semiannual payments in lieu of the annual payments provided for herein.
- (1.) A written or printed notice, deposited in the United States Post Office, with postage prepaid thereon, and addressed to the respective owners at the last address listed with the Association, shall be deemed to be sufficient and proper notice for these purposes, or for any other purpose of this Declaration where notices are required.
 - (2.) The owner of each lot subject to the assessment as herein provided in subparagraph (1) of this Section 7 shall by acceptance of a Deed to such lot be taken to have agreed and does by these presents agree to pay to the Association all assessments placed against such lots of accordance herewith, and said Association is hereby granted the power to proceed against such owner personally for the collection of said assessments, said right to be in addition to and not to be construed as a limitation upon remedies and rights of said Association otherwise herein granted.

SECTION 8. LIEN ON REAL ESTATE.

- a) The assessment provided for herein together with all associated costs and charges associated therewith shall become a lien on the real estate against which it is levied as soon as it is due payable as above set forth, provided however, that such lien shall be inferior or subordinate to the lien of any valid first mortgage now existing or which may hereafter be placed on said real estate. In the event of the failure of any owner to pay the assessment on or before the first day of February following the making of such assessment, then such assessment shall bear interest at the rate of ten percent (10%) per annum, compounded quarterly, from the first day of January, but if the assessment is paid before February 1st, or within thirty (30) days from the date of the assessment, if the assessment is made subsequent to December 1st for the calendar year beginning January 1st, then no interest shall be charged.
- b) In addition to the assessments provided for herein all costs associated with the collection of any delinquent assessment shall become the obligation and liability of the delinquent owner and shall become a lien upon the real estate upon which it is levied. For purposes hereof "associated costs" shall include all attorney's fees, whether or not a lien is filed or a suit is filed, all court costs, recording and filing fees; associated costs shall also include all such fees and costs incurred both prior to and subsequent to the filing of a lien or filing suit for collection. The lien provided for herein shall be inferior and subordinate to the lien of any valid first mortgage now existing or which may hereafter be placed upon said real estate.
- (1) Thirty days after the date of levying the assessment for the calendar year during which and for which the assessment is levied, the assessment shall become delinquent and payment of principal, interest and costs may be enforced as a lien on said real estate, in proceedings in any Court in Clay County Missouri, having jurisdiction over suits for the enforcement of liens before the expiration thereof, in addition to and not in limitation thereof the Association shall have the right to commence an in person action against the delinquent owner for the collection of such assessment, interest and all associated costs. The Association may at its discretion file certificates of nonpayment of assessments and costs in the office of the Recorder of Deeds whenever such assessments are delinquent.

Such liens shall continue for a period of five (5) years from the date of delinquency and no longer, unless within such time suit shall have been instituted for the collection of the assessment, in which case the lien shall continue until the termination of the suit and until the sale of the property under execution of the judgment establishing same.

SECTION 9. EXPENDITURES LIMITED TO ASSESSMENT FOR CURRENT YEAR.

The Association shall at no time expend more money within any one (1) year than the total amount of the assessment for that particular year plus any surplus which it may have on hand from the previous assessments; nor shall said Association enter into any contract whatsoever binding the assessment of any future year to pay for any such obligation, and no such contract shall be valid or enforceable against the Association except for contracts for utilities, it being the intention that the assessment for each year shall be applied as far as practicable toward payment of the obligations of that year, and that the Association shall have no power to make a contract affecting the assessment of any future or subsequent year except for utilities.

SECTION 10. ASSOCIATION TO NOTIFY MEMBERS OF ADDRESS.

The Association shall notify all owners of land in the district as it may exist from time to time, insofar as the addresses of such owners are listed with said Association of the official address of said Association, the place and time of the regular meetings of the Association and the place where payments shall be made and any other business in connection with said Association may be transacted, and in the case of any change of such address the Association shall notify all the owners of the land in the district, insofar as their addresses are listed with the Association of the new address.

SECTION 11. TEMPORARY TRUSTEE.

Prior to the actual organization or incorporation of the Association contemplated by the terms of this Declaration, the Developer shall have the right at its option to perform the duties, assume the obligations, levy and collect the assessments, and otherwise exercise the powers herein given to the Association, in the same way and manner as though all of such powers and duties were hereby given directly to the Developer. The Association herein provided for without the consent of the Developer and its relinquishment in writing of its rights as temporary Trustee. The Developer may by appropriate agreement made expressly for that purpose, assign or convey to any person or corporation all of the rights, reservations and privileges reserved by it in this Section 11, and upon such assignment or conveyance being made, its assigns or grantees may, at their option, exercise, transfer or assign such rights at any time or times, in the same way and manner as though directly reserved by them or it, in this instrument.

SECTION 12. TO OBSERVE ALL LAWS.

Said Association shall at all times observe all State, County, City and other laws, and if at any time any of the provisions of this Declaration shall be found to be in conflict therewith, then such parts of this Declaration as are in conflict with such laws shall become null and void, but no other part of this Declaration not in conflict therewith shall be affected thereby. The Association shall have the right to make such reasonable rules and regulations, and provide such means and employ such agents as will enable it to adequately and properly carry out the provisions of the Declaration, subject, however, to the limitations of its rights to contract as are herein provided for.

SECTION 13. AMENDMENT.

The provisions of this instrument may be modified and amended by a vote of a simple majority of those present at a duly called meeting of the membership of the Claymont North Homes Association provided that prior to such meeting, the members of the Association shall be given notice of the general nature of any proposed amendment provided however, that no amendment shall be permitted which would give any party the right to exceed the maximum annual assessment approved in the Declaration; such amendment or modification shall become effective upon a copy thereof, which has been duly executed and acknowledged by the president of the Association, being placed of record with the Office of the Clay County, Missouri Recorder of Deeds.

SECTION 14. HOW TERMINATED.

This Declaration may be terminated, and all of the land now or hereafter affected may be release from all of the terms and provisions thereof, by the owners of three-fourths (3/4) of the area then subject thereto, executing and acknowledging an appropriate agreement or agreements for that purpose and filing the same for record in the office of the Recorder of Deeds of Clay County, Missouri.

SECTION 15. COVENANTS RUNNING WITH THE LAND.

All of the provisions of this Declaration shall be deemed to be covenants running with the land, and shall be binding upon the Developer and upon its successors and assigns.

Additional Recorded Instruments pertaining to the Declaration of Restrictions:

- A. *Agreement of Assignment and Conveyance filed February 24, 1984 under Document No. E-74146 in book 1539 at Page 156.*

- B. *Consent of Developer and Relinquishment of Rights of Developer as Temporary Trustee filed January 16, 1985 under Document No. E-97078 in Book 1590 at Page 891.*
- C. *Amendment No. 4, Section 8 and Section 13, filed June 12, 1991 under document No. G-97956 in Book 2039 at Page 761.*

BYLAWS OF CLAYMONT NORTH HOMES ASSOCIATION

BYLAW ONE: OFFICES

The principal office of the corporation shall be located at 23 N.W. 44th Street, Kansas City, Missouri 64116 and at such subsequent or additional locations, as the corporation's directors deem appropriate.

BYLAW TWO: PURPOSES AND OBJECTS

The purposes for which this corporation has been formed are set forth in the articles of incorporation pursuant to Section 5 thereof.

BYLAW THREE: MEMBERS

- a) Class of Members. The corporation shall have one class of members and the qualifications and rights of such members shall be as follows:
 - (2) Any person who has legal title to any residential lot within the Claymont North subdivision, a subdivision of land located in Clay County, Missouri.
 - (3) In case the legal title to any lot or tract of land in CLAYMONT NORTH DEVELOPMENTS is held in any form of tenancy by the entirety, joint tenancy, tenancy in common, the owners thereof shall be eligible to membership but shall jointly have the right to cast only one vote for any candidate at any election or any question before the membership, or such owners may, if they prefer, designate in writing one of them as member in their stead, and he shall thereupon become eligible to membership, subject to the approval of the board of directors.
 - (4) In case the legal title to any lot or tract of land in the district is held by a corporation, then the board of directors of such corporation, or its president or vice-president, may designate in writing one of its officers, members or employees as its member representative, who shall thereupon become eligible to membership, subject to the approval of the board of directors.
 - (5) The corporation through its board of directors shall be sole judge of its membership and any acts or proceedings of the corporation made or done in the manner herein described shall be conclusive against all parties. Only owners of one or more tracts of land in the district of their duly appointed representatives as set forth above, shall be eligible to membership in this corporation. No member shall have the right to more than one vote for any candidate at any election or on any issue before this corporation, even though he or she may own more than one lot or tract of land in CLAYMONT NORTH DEVELOPMENTS.
 - (6) Membership in this corporation may continue only during the ownership of any lot or tract of land in CLAYMONT NORTH DEVELOPMENTS, by the member or as defined above, as herein provided. Membership in this corporation shall terminate on such member ceasing to be a legal title owner of a residence, building site, or lot on the property described as CLAYMONT NORTH DEVELOPMENTS.
 - (7) Membership shall be accompanied by payment of the first year's dues in advance.
- b) Voting Rights
 - (1) Any member may vote either in person or by proxy provided that any proxy must be in writing and shall not be valid after eleven months from the date of its execution and further provided that proxies may only be used to elect directors of the corporation.
 - (2) The board of directors is authorized to establish regulations providing for the election of directors by mail.
- c) Assignment of Rights. Voting rights as described above are not assignable by legal titleholders to any other person or authorized representative, except as stated in (a) 2 and 3 above mentioned.

BYLAW FOUR: MEETINGS OF MEMBERS

- a) Annual Meeting. An annual meeting of the members for the purpose of hearing reports from all officers and standing committees and for electing directors shall be held in the County of Clay, State of Missouri, on the third Wednesday in September of each year, beginning with the year 1984. The time and place shall be fixed by the directors. The board shall have the right to fix any other time for this meeting, either on or after the third Wednesday in September of each year by appropriate order entered on the minutes of the meeting of the board of directors of such time and place of meeting as fixed.

- b) Regular Meetings. In addition to the annual meeting, regular meetings of the members shall be had at such time and place as shall be determined by the board of directors.
- c) Special Meetings. A special meeting of the members may be called by the board of directors. A special meeting of the members must be called within fifteen (15) days if requested by the president, or the board of directors, or if requested by the president, or the board of directors, or if requested by not less than fifty (50) of the members having voting rights.
- d) Notice of Meetings. Written notice stating the place, day and hour of any meeting of members shall be delivered either personally or by mail to each member entitled to vote at such meeting, not less than ten (10) days before the date of such meeting, or at the direction of the secretary. Special meetings may be called in like manner after five (5) days notice, but any such notice shall designate the purpose of the meeting. In all cases, the mailing of the notice shall be considered as the notice required to be given: and notices need only be given to members appearing as such on the books of the corporation.
- e) Quorum. The members holding fifteen (15%) of the votes that may be cast at any meeting shall constitute a quorum at any meeting of the members. In the absence of a quorum, a majority of the members present may adjourn the meeting from time to time without further notice.
- f) Voting by Mail. Where directors and officers are to be elected by members, or where there is an act requiring the vote of the members, such election or vote on such proposed action may be conducted by mail in such manner as the board of directors shall determine.

BYLAW FIVE: BOARD OF DIRECTORS

- a) General Powers. The affairs of the corporation shall be managed by the board of directors, subject to instructions of the members of the corporation at a regular meeting, or subject to the approval of the membership as expressed by a vote of the membership.
- b) Number, Tenure, and Qualifications. The number of directors shall be not less than seven (7). Each director shall be a member of the corporation, and shall hold office until two (2) annual meetings of the members following his original qualification shall have been held, and until his successor shall have been elected and qualified. Exceptions to the provision for two-year tenure shall be in the case of a director's first taking office following the organizational meeting of the corporation. Of the first seven (7) directors, four (4) shall hold office until the second subsequent annual meeting, and three (3) shall office until the third subsequent meeting. The determination of the respective terms shall be by lot. Any increase in the number of directors shall be in unites of two (2), and their initial terms shall be one for one (1) year and the other for two (2) years with the determination to be by lot. The board of directors shall include the president and vice-president of the corporation as hereinafter provided.
- c) Regular Meetings. The board of directors shall meet regularly at such times and place as the board of directors may designate. No notice of the regular meeting of the board of directors shall be given. Special meetings of the board of directors may be held at any time on call of the president or the vice-president, or by two (2) directors with actual written notice of the meeting, by written notice mailed to the last known address of the directors at least five (5) days before the date of the meeting stating the time, place and purpose of the meeting. The mailing of such notice shall be considered as the notice required to be given. A like written notice may be served by anyone personally upon the directors at their last known address with a member of the household over the age of fifteen (15) years, at least one day before such meeting. Notice may be waived by vote of board directors.
- d) Quorum. A majority of the board of directors shall constitute a quorum for the transaction of business at any meeting of the board, but if less than a majority of the directors are present at said meeting, a majority of the directors present may adjourn the meeting from time to time, and without further notice.
- e) Vacancies. Any vacancy occurring in the board of directors, and any directorship to be filled by reason of the increase in the number of directors, shall be filled by election of the board of directors. A director elected to fill a vacancy shall be elected for the remainder of term of his predecessor in office.

BYLAW FIVE: BOARD OF DIRECTORS

- a) General Powers. The affairs of the corporation shall be managed by the board of directors, subject to instructions of the members of the corporation at a regular meeting, or subject to the approval of the membership as expressed by a vote of the membership.
- b) Number, Tenure, and Qualifications. The number of directors shall be not less than seven (7). Each director shall be a member of the corporation, and shall hold office until two (2) annual meetings of the members following his original qualification shall have been held, and until his successor shall have been elected and qualified. Exceptions

to the provision for two-year tenure shall be in the case of a director's first taking office following the organizational meeting of the corporation. Of the first seven (7) directors, four (4) shall hold office until the second subsequent annual meeting, and three (3) shall hold office until the third subsequent meeting. The determination of the respective terms shall be by lot. Any increase in the number of directors shall be in units of two (2), and their initial terms shall be one for one (1) year and the other for two (2) years with the determination to be by lot.

The above board of directors shall include the president and vice-president of the corporation as hereinafter provided.

- c) Regular Meetings. The board of directors shall meet regularly at such times and place as the board of directors may designate. No notice of the regular meeting of the board of directors shall be given. Special meetings of the board of directors may be held at any time on call of the president or the vice-presidents, or by two (2) directors with actual written notice of the meeting, by written notice mailed to the last known address of the directors at least five (5) days before the date of the meeting stating the time, place and purpose of the meeting. The mailing of such notice shall be considered as the notice required to be given. A like written notice may be served by anyone personally upon the directors at their last known address with a member of the household over the age of fifteen (15) years, at least one day before such meeting. Notice may be waived by vote of board of directors.
- d) Quorum. A majority of the board of directors shall constitute a quorum for the transaction of business at any meeting of the board, but if less than a majority of the directors are present at said meeting, a majority of the directors present may adjourn the meeting from time to time, and without further notice.
- e) Vacancies. Any vacancy occurring in the board of directors, and any directorship to be filled by reason of the increase in the number of directors, shall be filled by election of the board of directors. A director elected to fill a vacancy shall be elected for the unexpired term of his predecessor in office.

BYLAW SIX: OFFICERS

- a) Officers. The officers of the corporation shall be a president, a vice-president, a secretary, and a treasurer.
- b) Qualifications and Method of Election. The officers shall be members of the corporation, shall be elected by the board of directors and shall serve for a term of one (1) year. The president and vice-president shall be members of the board of directors.
- c) President. The president shall preside at all meetings of the corporation and of the board of directors at which he is present, shall exercise general supervision of the affairs and activities of the corporation, and shall serve as a member ex officio of all standing committees.
- d) Vice-President. The vice-president shall assume the duties of the president during his absence.
- e) Secretary. The secretary shall keep the minutes of all of the meetings of the corporation and of the board of directors, which shall be an accurate and official record of all business transacted. The secretary shall be custodian of all corporate records. The secretary shall call special meetings of the board of directors and of the membership whenever requested by the president or the vice-president or a majority of the board of directors; to keep a list of all members of the corporation and their addresses and to do and perform all other duties that usually and properly pertain to the office of secretary. In the case of the failure, absence, inability or refusal of the secretary to perform his duties, the president may appoint someone to act in his stead until the next meeting of the board of directors and in such event, the secretary shall turn over to his successor in office all papers, records, books, and other property belonging to the corporation. An assistant secretary may be appointed to aid and assist the secretary of the corporation and said assistant secretary shall be subject to the direction of the secretary.
- f) Treasurer. The treasurer shall receive all corporate funds, keep them in a bank approved by the board of directors, and pay out funds only on notice signed by him and by one other officer. He shall make a true and detailed account of all monies received and paid out; and shall make a financial report in writing at each annual meeting of the corporation members, and at any special meeting of the corporation members whenever he may be requested to do so and to make such report at any meeting of the board of directors whenever requested. He shall turn over to his successor in office, all monies, records, papers, and other property then on hand belonging to the association and to do and perform all other duties that usually and property pertain to the office of treasurer. That an assistant treasurer may be appointed by the board to aid and assist the treasurer and that said assistant treasurer shall be at the sole direction of the corporate treasurer.
- g) Vacancies. A vacancy in any office because of death, resignation, removal, disqualification, or otherwise, may be filled by any member of the board of directors for the unexpired portion of the term.

BYLAW SEVEN: FEES, DUES AND ASSESSMENTS

- a) Admission with Transfer Fee. Record ownership of an improved or unimproved residential building lot in the Claymont North Subdivision, shall establish the owner thereof as a member of this corporation subject to the provisions and requirements set out herein. New owners shall be required to pay a \$75.00 transfer fee to cover the cost of updating the Home Owners Association records, directories and systems.
- b) Annual Dues. The annual dues shall be Forty Dollars (\$40.00) per year subject to such modification as the directors may, from time to time, deem appropriate provided that the annual dues may not be increased to an amount in excess of seventy-five Dollars (\$75.00) without the approval of a majority vote of those present at a duly convened membership meeting.
- c) Payment of Dues. The annual dues shall be payable in one installment on the first day of the month after which a member qualified for membership. Annual dues of existing members shall be due and payable on the first day of January of each calendar year and shall be deemed past due on the thirty-first day of January of each calendar year.
- d) Special Assessments. Special assessments may be levied on members of this corporation only by a vote of one-half (1/2) of the majority of all members of the corporation. The procedure for approving a proposed special assessment shall be the same as the procedure provided herein for voting on amendments of these Bylaws.
- e) Default in Payment of Dues or Assessments.
 - (1) When any member shall be in default in the payment of dues or assessments for a period of thirty-one (31) days from the date on which such dues or assessments become payable, he shall, for purposes of voting, not be considered as a member in good standing. In addition, such member shall be dropped from active membership and placed on the inactive list. Such member shall not be reinstated until he has paid dues and assessments in full, and until such time as such member is reinstated, he shall have no rights of any kind arising out of the membership in the corporation.
 - (2) In addition to the foregoing, if any member shall fail to pay any dues or assessment as they become due, then upon ninety (90) days written notice of such delinquency given by the corporation to such member, the amount of such dues or assessment, together with all associated costs which the corporation incurs in connection with member's failure to pay such assessments, including all reasonable and associated attorney's fees, (whether or not a lien or a suit is filed), court costs, recording and filing fees and all subsequent costs of collection (whether incurred prior to or subsequent to the filing of a lien or suit for collection) shall become a lien on such member's lot within the Claymont North Subdivision in favor of the corporation and the corporation shall have the right to record a notice of claim of lien and proceed therein in accordance with the provisions of the Statutes of the State of Missouri for the foreclosure and enforcement of liens; and the corporation shall, in addition and not in limitation thereof have the right to commence an *in personam* action against such member for the collection of the assessments in any court of competent jurisdiction. All dues and assessments, and liens and all associated costs (as herein described) shall bear interest at the rate of ten percent (10%) per annum, compounded quarterly.
- f) Assignment of Dues. In the event any member whose dues are paid shall during the year in which such dues are paid, terminate his membership by sale of his lot in Claymont North Subdivision, he shall be entitled to assign to the buyer of such building, the benefit of the paid up dues. Any such buyer can acquire the benefit of such paid up dues by becoming a member of the corporation on the payment of a fee of up to Ten Dollars (\$10), without the necessity of paying pro rata dues to the end of the year.
- g) Notice. For all matters relating to the assessment, payment and delinquency of dues (both annual and special) notice shall be deemed to be sufficient if personally delivered to the residence by a member within the Claymont North Subdivision or if mailed, in the United States mails postage prepaid, by regular mail and addressed to the member's last known address. All notices shall be conclusively deemed to be received by the addressee on the third business day after it is deposited in the mails.

BYLAW EIGHT: FISCAL YEAR

The fiscal year of the corporation shall be the calendar year.

BYLAW NINE: AMENDMENTS

The corporation's bylaws may be amended by a majority vote of those present at any duly called regular or special meeting of the membership provided that prior to such meeting, the members shall be given notice of the general nature of any proposed amendment to be considered by the membership.

By-Laws: *Amended January 19, 1990*

Amended October 4, 1991

DECLARATION OF RESTRICTIONS TO CLAYMONT NORTH HOMES ASSOCIATION

PERSONS BOUND BY THESE RESTRICTIONS:

- a) All persons and corporations who may own or shall hereafter acquire any interest in the above described lots hereby restricted shall be taken to hold and agree and covenant with the owners of said lots, and with its successors and assigns, to conform to and observe the following covenants, restrictions, and stipulations as to the use thereof and the construction of residences and improvements thereon for a period of time ending December 31, 2002, provided, however, that each of said restrictions shall be renewable in the manner hereinafter set forth.
- b) No property shall be rented in whole or part for a term of less than 6 months.
- c) No property shall be operated as a boarding house, rooming house, bed-and-breakfast or other paid guest accommodation.
- d) No property shall be occupied by more unrelated occupants than it has bedrooms as defined by city code.
- e) No business shall be conducted which creates undue traffic in the form of customers or deliveries including personal services or product manufacturing or distribution of any kind. This provision shall not be construed to apply to office in home scenarios for independent professionals or employed individuals nor to normal household package deliveries.

SECTION I. USE OF LAND.

None of the lots hereby restricted may be improved, used, or occupied for other than private residence purposes, and no flat or apartment house, though intended for residence purpose, may be created thereon. Any residence erected or maintained on any of the lots hereby restricted shall be designed for occupancy by a single family. No business outbuilding shall be erected, nor business of any nature conducted on the land herein described, nor shall anything be done thereon which may be or become a nuisance to the neighborhood provided, always, however, that the Developer reserves the right to maintain a residential real estate sales office upon any of the herein restricted lots owned by it for the purpose of promoting, advertising for sale, showing, and selling lots, either improved or unimproved, with Claymont North.

SECTION II. REQUIRED HEIGHT OF RESIDENCES.

Any residence erected on any of the lots hereby restricted shall not be more than two (2) stories in height, provided, however, that a residence more than two (2) stories in height may be erected thereon with the consent in writing of the Developer.

SECTION III. FRONTAGE OF RESIDENCES ON STREET.

Any residence erected wholly or partially on any corner lot, or any part or parts thereof, shall front or present a good frontage on the street or streets designated by the Developer, in its deed to said lot or part thereof. It is provided, however, that if any part less than the whole of any corner lot is acquired by the owner of an inside lot, contiguous to said corner lot, then, as to the part of such corner lot so acquired, the provisions hereof requiring a residence erected on a corner lot to front or present a good frontage on the street or streets designated by the Developer, shall not be operative, but the part of the corner lot so acquired shall be deemed to be a part of the inside lot to which it is contiguous, is to the restriction governing the frontage of the residence on the street, and said part of any such corner lot so acquired shall be subject to the restrictions applicable to the inside lot.

SECTION IV. SETBACK OF RESIDENCES FROM STREET.

- a) No part of any residence or fence, except as hereinafter provided, may be erected or maintained on any of the lots hereby restricted, nearer to the front street or the side street than is the front building or the side building line shown on said plat of Claymont North, on the lot or lots on which such residence may be erected, provided, however, that the Developer shall have, and does hereby reserve the right in the sale and conveyance of any of said lots, to change any building line shown thereon, and may at any time with the consent in writing of the then record owners of the fee simple title to any such lot, change any such building line which is shown on said plat, on any such lot or lots, or which may in such sale and conveyance be established by it, provided, however, that no fences or walls in any event more than two (2) feet high may be erected nearer the front street than the front building line of the house as erected, nor nearer the side street than the side building line of the house erected.
- b) Those parts of the residence which may project to the front of any be nearer to the front street and the side streets than the front building lines and the side building lines shown on said plat, and the distance which each may project are as follows:

(1) Window Projections: Bay, bow, or oriel, dormer, and other projecting windows may project beyond the front building lines and the side building lines not to exceed three (3) feet.

Miscellaneous Projections: Cornices, spouts, chimneys, brackets, pilasters, grillwork, trellises, and other similar projections, and any other projections for purely ornamental purposes, may project beyond the front building lines and side building lines not to exceed four (4) feet.

Vestibule Projections: Any vestibule not more than one (1) story in height may project beyond the front building lines and the side building lines not to exceed four (4) feet.

Porch Projections: Unenclosed, covered porches, balconies and portes cocheres may project beyond the front building lines not to exceed six (6) feet; on corner lots unenclosed, covered porches, balconies and portes cocheres may project beyond the side building lines not to exceed six (6) feet.

Cantilever Projections: Upper stories on any dwelling may project beyond the front building lines and the side building lines not to exceed three (3) feet.

SECTION V. REQUIRED SIZE OF RESIDENCE.

Any residence erected on any lot in Claymont North shall contain a minimum of one thousand eight hundred (1,800) square feet of enclosed floor area, and any residence one and one half (1 1/2) stories or two (2) stories in height erected on any of said lots, shall contain a minimum of one thousand two hundred (1,200) square feet on such enclosed floor area on the first floor thereof.

The words "enclosed floor area" as used herein shall mean and include, in all cases, areas on the first and second floor of the residence, enclosed and finished for all-year occupancy, computed on outside measurements of the residence and shall not mean or include any areas in the basement, garages, porches, or attics; provided, however, that certain interior areas of the second floor need not be immediately finished for occupancy if the residence is so designed and built that such areas can be finished at a later date without any structural changes being made in the exterior of the residence.

The Developer reserves the absolute and incontestable right to determine whether the enclosed floor area of any split-level or bi-level residence (as distinguished from traditional one and one-half (1 1/2) or two (2) story residences), and/or the enclosed floor area on the first floor thereof, meets the minimum requirements provided for hereunder, and such determination shall be final. The Developer hereby also reserves the right to change any of the enclosed floor area requirements set forth above.

SECTION VI. FREE SPACE REQUIRED.

The main body of any residence, including attached garages, attached greenhouses, ells, and porches, enclosed or unenclosed, covered or uncovered, for a dwelling construction in this area after the date of these restrictions shall be acceptable if approved in writing by the Architectural Control Committee. All wood and masonite exteriors, except roofs shall be covered with a workmanlike finish of paint, stain, and/or weather preservative, unless another finish is approved in writing by the Architectural Control Committee.

No building shall be permitted to stand with its exterior in an unfinished condition for longer than nine (9) months after commencement of construction. In the event of fire, windstorm, or other damages, no building shall be permitted to remain in damaged condition longer than six (6) months. Any owner of a structure in violation of this section may, in the discretion of the Architectural Control Committee, be assessed a fine of from One (\$1.00) Dollar to One Hundred (\$100.00) Dollars per day for every day the violation continues.

The fine provided for herein if not paid when due by said owner, shall become a lien upon the real estate upon which the structure in violation of this section is located, provided, however, that such lien shall be inferior and subordinate to the lien of any valid first mortgage now existing or which may hereafter be placed upon said real estate. Said fines shall be due thirty (3) days from the date of notification of the then record owner of any lot upon which the violation occurs, and if not paid within thirty (30) days from the date of notification of the then record owner of any lot upon which the violation occurs, and if not paid within said thirty (3) day period, shall bear interest at a rate of ten percent (10%) per annum until paid. Any such interest accruing shall also be a lien upon the real estate and all such liens may be enforced by the Association in any court in Clay County, Missouri, having jurisdiction of suit for the enforcement of such liens.

SECTION X. SODDED YARDS.

- a) The entire front, rear, and side yards of every lot in Claymont North and the unpaved portions of street easements contiguous thereto, shall be sodded with grass at the earliest time after construction of a dwelling on said lot as the weather will permit, and in no instance will seeding or plugging be considered a substitute for such original sodding without the consent in writing of the Architectural Control Committee.

- b) Lawn Maintenance shall be performed regularly during the growing season to ensure a uniformly pleasing appearance throughout the neighborhood.
- c) After proper notification, the effects of chronic neglect may be remedied by the Corporation at the property owners' expense.

SECTION XI. OUTBUILDING PROHIBITED.

No building or other detached structures appurtenant to the residence may be erected or placed on any of the lots hereby restricted without the consent in writing of the Architectural Control Committee.

SECTION XII. FENCES, WALLS, AND SHRUBS.

No fence, wall, shrub or hedge shall be erected, constructed, planted or maintained upon any of the lots hereby restricted without written approval as to material, design, shape, location, species and height by the Architectural Control Committee and said Architectural Control Committee shall have complete discretion with regard to such approval, provided, however, that said Architectural Control Committee shall not approve any fence, wall, hedge, or shrub that violates Section VIII hereof.

SECTION XIII. ABOVE GROUND SWIMMING POOLS PROHIBITED.

No above ground swimming pool may be maintained upon any of the lots hereby restricted.

SECTION XIV. OIL TANKS PROHIBITED.

No tank for the storage of fuel may be maintained above the surface of the ground on any of the lots hereby restricted, without the consent in writing of the Architectural Control Committee.

SECTION XV. OUTSIDE ANTENNAS PROHIBITED.

No radio or television antennas may be kept or maintained on any of the lots hereby restricted except within the confines of a dwelling unit erected thereon.

SECTION XVI. RESTRICTIONS ON MAINTAINING PETS.

No wild, semi-wild or domestic mammals, reptiles or birds may be kept or maintained upon any of the lots hereby restricted without the consent in writing of the Architectural Control Committee, except that no more than two (2) dogs, two (2) cats, two (2) rabbits, or two (2) birds or any combination of the foregoing specific animals listed in this exception not exceeding the aggregate two (2) may be kept on any such lots without such consent.

SECTION XVII. BILLBOARDS PROHIBITED.

No signs, advertisements, billboards, or advertising structures on any kind may be erected or maintained on any of the lots hereby restricted without the consent in writing of the Architectural Control Committee, provided, however, that permission is hereby granted for the erection and maintenance of not more than two (2) advertising boards on each lot or tract as sold and conveyed, which advertising boards shall not be more than six (6) square feet in size and may be used for the sole and exclusive purpose of advertising for sale or lease the lot or tract upon which they are erected; and provided further, that nothing in this section shall be construed to prohibit the erection of subdivision entrance structures by the Developer, its grantees, assignees, or licensees at such place or places as it or they may determine, which structures may or may not display the name of said subdivision.

SECTION XVIII. AUTOMOBILE REPAIRING AND STORAGE OF AUTOMOBILES, BOATS, TRAILERS, ETC.

No automotive repair or rebuilding or any other form of automotive manufacture, whether for hire or otherwise, shall occur on any of the lots hereby restricted except that automotive repairs on a non-commercial basis and not for hire may be conducted in any enclosed garage built on the said premises and permitted under other provisions of these restrictions.

No automobile, truck, motorcycle, motorbike, motor scooter, boat, airplane, house trailer, boat trailer, camping trailer, motor home, or vehicle of any other type or description may be stored upon any of the lots or streets hereby restricted, except that such storage (except storage for hire) shall be permitted within the confines of any building built on any of the lots hereby restricted and permitted under other provisions of these restrictions. Nothing in this section, however, shall be so construed as to prohibit the regular parking of not more than two (2) automobiles but not including a pick-up truck with camper, in running condition and in a reasonable state of repair and preservation on any driveway permitted to be maintained on any of the lots hereby restricted.

SECTION XIX. AIR CONDITIONERS.

No air conditioning apparatus or unsightly projection shall be attached or affixed to the front of any residence.

SECTION XX. OFFENSIVE ACTIVITIES.

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

SECTION XXI. FOUNDATIONS.

All exterior basement foundations and walls which are exposed in excess of twelve inches (12") above final grade level shall be painted the same color as the house, or covered with siding compatible with the structure.

SECTION XXII. MISCELLANEOUS PROVISIONS.

- a) **Garage Doors:** All doors on garages located on the lots hereby restricted shall be kept closed except when opened for the purpose of parking or removal therefrom of motor vehicles.
- b) **Exterior Clothes Lines and Poles:** No exterior clothes lines or poles may be erected or maintained on any of the lots hereby restricted.
- c) **Exterior Christmas Lights and/or Decorations:** No exterior Christmas lights and/or decorations may be erected or maintained on any of the lots hereby except during a sixty (60) day period beginning November 15th of each calendar year.
- d) **Garage, Porch, or Basement Sales:** No garage, porch, or basement sales may be conducted on any of the lots hereby restricted without the prior consent in writing from the Developer, its grantees or assigns.
- e) **Dogs Running at Large:** Dogs shall be confined. No dog shall be allowed to run at large on the property hereby restricted.
- f) **Exterior Basketball Goals:** No exterior basketball goals shall be erected or maintained on any of the lots hereby restricted without prior consent in writing by the Architectural Control Committee.
- (g) **Exterior Finish:**
 - (1) Colors shall be selected to blend tastefully with the natural surroundings. They may include shades of gray, tan, taupe, white or green.
 - (2) Houses shall not employ more than 3 paint colors, typically selected with 2 colors from the same family with a third complementary color used as an accent.
 - (3) Houses shall not employ more than 3 paint colors, typically selected with 2 colors from the same family with a third complementary color used as an accent.

SECTION XXIII. YARD LIGHTS REQUIRED.

Property owners shall furnish and maintain exterior decorative light fixtures such as coach lights, porch lights or landscape lighting operated during hours of darkness to enhance appearance and security. Bright security lights such as mercury vapor lamps, farm yard lights or similar may not be used.

SECTION XXIV. EASEMENTS.

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat of Claymont North.

SECTION XXV. DURATION OF RESTRICTIONS.

Each of the restrictions herein set forth shall continue and be binding upon the Developer, and upon its successors and assigns, until December 31, 2002, and shall automatically be continued thereafter for successive periods of twenty-five (25) years each, provided, however, that the owners of the fee simple title to more than fifty per cent (50%) of the front feet of all the lots hereby specifically restricted, and set forth in this instrument, may release all of the land which is hereby restricted from any one of more of the restrictions herein set forth, on December 31, 2002, or at the end of any successive five (5) year period thereafter, by executing and acknowledging an appropriate agreement or agreements in writing for such purpose and filing the same for record in the office of the Recorder of Deeds of Clay County, Missouri, prior to December 31, 2002, or at the end of any successive five (5) year period thereafter, by executing and acknowledging an appropriate agreement or agreements in writing for such purpose and filing the same for record in the office of the Recorder of Deeds of

Clay County, Missouri, prior to December 31, 2002, or at least ten (10) days prior to the expiration of any successive five (5) year period after December 31, 2002.

SECTION XXVI. RIGHT TO ENFORCE.

- a) The restrictions herein set forth shall run with the land and bind the present owner. Its successors and assigns, and all parties claiming by, through or under it shall be taken to hold, agree and covenant with the owner of the lots hereby restricted, and with its successors and assigns and with each of them, to conform to and observe said restrictions, as to the use of said lots and the construction of improvements thereon, but no restrictions herein set forth shall be personally binding on any corporation, person or persons, except in respect of breaches committed during its, his or their seisin of, or title to said land; and the Developer, its successors and assigns, and also the owner or owners or any of the lots hereby restricted shall have the right to sue for and obtain an injunction, prohibitive or mandatory, to prevent the breach of, or to enforce the observance of, the restrictions above set forth, in addition to ordinary legal actions for damages, and failure of the Developer, its successors or assigns, or any owner or owners of any lots or lots hereby restricted to enforce any of the restrictions herein set forth at the time of its violation shall, in no event, be deemed to be a waiver of the right to do so thereafter. The Developer may, by appropriate agreement made expressly for that purpose, or by means of express words to that effect, contained in a deed to any lots restricted hereby, assign or convey to any person or corporation all of the rights, reservations, and privileges herein reserved by it in respect to all or any part of said lots, and upon such assignment or conveyance being made, its assigns or grantees may at their option exercise, transfer or assign these rights, or any one or more of them, at any time or times, in the same way and manner as though directly reserved by them, in this instrument.
- b) Any and all of the Restrictions herein declared may be subject to financial penalties as set forth by the Board of Directors. A schedule of such penalties must be provided to all members on purchase of restricted property and whenever a change is made.
- c) Financial penalties shall be enforceable in the same manner as Dues or Assessments as set forth in ByLaw Seven, Section (e).

SECTION XXVII. ADDITION OF OTHER LAND.

The Developer shall have, and expressly reserves, the right from time to time to add such other land as it may now own or hereafter acquire, to the operation of the provisions of this Declaration of Restrictions, by executing and acknowledging any appropriate agreement or agreements for that purpose and filing the same for record in the office of the Recorder of Deeds of Clay County, Missouri. When any other land is so subjected to the provisions hereof, whether the same consists of one or more tracts or whether said additions shall be made at one or more times, said land so added shall be subject to all of the terms and provisions hereof, in the same manner and with like effect as though the same had been originally described herein and subjected to the provisions hereof.

SECTION XXVIII. COMMON PROPERTIES.

- a) Developer and its grantees, as owners of lots in the within subdivision, shall have the right and easement of enjoyment in and to all of the common properties shown on the plat as herein described.
- b) Title to Common Properties: Developer may retain the legal title to the common properties until such time as in the opinion of the Developer's Homes Association for said subdivision is formed and is able to maintain the same but notwithstanding any provisions herein, the Developer hereby covenants for itself, its successors and assigns, that it shall convey the common properties subject to utility easements and to reservation not later than the time when the Developer or its successor has sold all of the lots in the subdivision. The Association shall accept the conveyance of such common property.
- c) Easements on Common Area: The right and easements of enjoyment created hereby as to the common property shall be subject to the right of the Developer and of the Homes Association to assign or convey sewage, water, drainage, and other utility easements over, through or under all or any part of such common properties.

SECTION XXIX. ADDENDUM REGARDING SATELLITE DISH EQUIPMENT

The Architectural Control Committee will consider approval of satellite dish equipment on the following basis:

- a) The satellite dish shall measure no more than 39" in diameter.
- b) The satellite dish shall be placed in such a manner as it is not visible from the street.
- c) Depending upon the location of the satellite dish, it may be required to be painted in such a manner to blend into the background of the home or surrounding area.

- d) Full plans and specifications for the structure shall be submitted to the Architectural Control Committee in writing for their approval prior to purchase and installation.

Section XXIX *Addendum adopted 9/27/96*

SECTION XXX. ADDENDUM REGARDING ROOFING MATERIALS/REPLACEMENT

The Architectural Control Committee will consider approval of the following roofing materials:

- a) Composition Roofs: Must use “architectural laminated shingles”, as identified in the roofing industry, with a 30-year warranty. Shingles must be “Weathered Wood” color or its equivalent. Samples include *Timberline* manufactured by GAF Materials Corporation, *American Heritage* manufactured by Tamko and *Oakridge* manufactured by Owens Corning.
- b) 3-Tab Composition shingles are not permitted.
- c) Other approved products include: Wood Shake or Shingle, Tile, Slate, Architectural Slate, Concrete.
- d) Full plans and sample(s) of the roof replacement material(s) shall be submitted to the Architectural Control Committee for their approval prior to purchase and installation.

Section XXX *Addendum adopted in 2002*

SECTION XXXI. ADDENDUM REGARDING EXTERIOR GROUNDS MAINTENANCE

The Association has the right to ensure that grounds, landscaping, shrubs and trees for all vacant, unoccupied, or unimproved property is properly maintained on a regular basis.

- a) Lawn grass and other vegetation, which are not attended or cultivated, may not exceed eight inches in height.
- b) Shrubs and bushes should be trimmed periodically to provide a neat appearance.
- c) Trees should not prevent easy use of sidewalks.

Should the owner of the property fail to provide this basic level of maintenance, the Association is hereby empowered to mow the property and trim trees, shrubs and other vegetation and assess the costs for such services against the property. The Association may file suit against the property owner or place a lien upon the real property for the assessment, costs and expenses, including attorney’s fees. The lien may be enforced by any appropriate method.

Section XXXI *Addendum adopted in 2004*