

**AMENDED DECLARATION OF COVENANTS AND RESTRICTIONS  
OF WILLOW PARK**

THIS AMENDED DECLARATION, is made on this 12th day of December, 2002, by Willow Park Homes Association, Inc. a Missouri not for profit corporation, hereinafter called Association.

**RECITALS**

Association is the owner of the real property described in Article II of this Declaration. Association desires to create thereon a residential community of high quality, and, to this end, desires to subject the real property described in Article II to the covenants, restrictions, and easements hereinafter set forth, each and all of which are for the benefit of said property, and each owner thereof, and shall apply to and bind the successes in interest and any owner thereof;

NOW, THEREFORE, the Association declares that the real property described in Article II is and shall be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, and easements (sometimes referred to as "covenants and restrictions") hereinafter set forth.

**ARTICLE I**

**Definitions**

The following words when used in the Declaration (unless the context shall prohibit) shall have the following meanings:

(a) "Architectural Control Committee" shall mean and refer to the committee operating under the authority of the Willow Park Homes Association, Inc. for the purpose of promulgating and enforcing guidelines concerning the acceptability of practices and uses of the Properties subject to this Declaration.

(b) "Association" shall mean and refer to Willow Park Homes Association, Inc., a Missouri not-for-profit corporation, and its successors and assigns.

(c) "Developer" shall mean and refer to Park Development, Inc., a Missouri corporation, and its successors or assigns.

(d) "Improved Lots" shall mean and refer to Lots on which a single family residence has been erected, all or part of which has been either sold, leased, or rented for occupancy purposes.

(e) "Lot" shall mean and refer to any numbered plot of land shown upon any recorded subdivision map of the Properties.

(f) "The Properties" shall mean and refer to all such existing properties as are subject to this Declaration, as set forth in Article II, and any additional property made subject to this Declaration in accordance with Section 6 of Article VIII hereof.

(g) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot situated upon the Properties but, notwithstanding any applicable theory of a holder of a deed of trust, shall not mean or refer to the holder of a deed of trust unless and until such holder of a deed of trust has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

(h) "Unimproved Lots" shall mean and refer to all Lots which are not Improved Lots.

## ARTICLE II

### Property subject to this Declaration

The real property which is, and shall be, held and shall be conveyed, transferred, and sold subject to the conditions, restrictions, covenants, reservations, and easements with respect to the various portions thereof set forth in the various clauses and subdivisions of this Declaration is located in Clay County, Missouri, and is more particularly described as follows, to wit:

Lots 1-33 of Willow Park, First Plat, a subdivision of land in the City of Kansas City, Clay County, Missouri, filed for record in the office of the Recorder of Deeds, Clay County, Missouri, and recorded on October 9, 1996, in Cabinet E, Sleeve 25, herein referred to as the Properties.

## ARTICLE III

### General Purposes

The Properties are subjected to the covenants, restrictions, conditions, reservations, liens, and charges hereby declared; to insure the best use and the most appropriate development and improvement of each building site thereof; to protect the owners of building sites against such improper use of surround building sites as will depreciate the value of their property; to preserve, so far as practicable, the natural beauty of said property; to guard against the erection thereof of poorly designed or proportioned structures, and structures built of improper or unsuitable materials; to obtain harmonious color schemes; to insure the highest and best development of said property; to encourage and secure the erection of attractive homes thereon, with appropriate locations thereof on building sites; to secure and maintain proper set-backs from streets, and adequate free spaces between structures; and in general to provide adequately for a high type of quality and improvement and thereby to enhance the value of investments made by purchasers of building sites therein.

## ARTICLE IV

### Membership and Voting Rights

Section 1. Membership. Every Owner of an Improved Lot and the Developer shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

Section 2. Voting. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners of Improved Lots, and shall be entitled to one (1) vote for each Improved Lot owned by that member. When more than one person holds an interest in any Improved Lot, all such persons shall be members, however, for purposes of a quorum, they shall be treated as a single member. The vote for such Improved Lot shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respect to any Improved Lot. Provided, however, there shall be no vote for any Improved Lot for which any then current or prior assessment has not been paid.

Class B. The Class B member shall be the Developer who shall be entitled to fifteen (15) votes for each Lot owned.

## ARTICLE V

### Covenant for Maintenance Assessments

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Developer, for each Lot owned within the Properties, hereby covenants and each Owner of any Lot, by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenants and agree to pay to the Association: (1) an initiation fee; (2) annual assessments or charges; and (3) special assessments or charges for capital improvements. The initiation fee, the annual assessments, and any special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such fee or assessment is made as soon as they are due and payable. Each such fee or assessment, 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 when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successor in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents of the Properties and for the improvement and maintenance of common facilities, including entrance marker, and any other improvements situated upon the Properties.

Section 3. Annual Assessment. The initiation fee for each Improved Lot shall be not less than \$100.00. The initial assessment for Improved Lots shall be not less than \$65.00 per year payable in advance. Annual Assessment Statements are to be sent out to each member of the Association on or before the December 31st of the year prior to one for which the annual assessment is made. All payments are due upon receipt and may incur late fees as deemed reasonable by the Board of Directors if not paid by January 31 of the year for which they are assessed.

From and after January 1 of the year immediately following the conveyance of the Lot to an Owner by the Developer, and for 10 years thereafter, assessments for Improved Lots may be increased, effective January 1 of each year, by the Board of Directors of the Association without a vote of the membership to annual dues of not more than \$150.00 per Improved Lot. Notwithstanding the foregoing, if it should be determined by the Board of Directors of the Association that such maximum assessment amount is insufficient to adequately maintain the Properties and to enable the Association to its duties and purposes as set forth herein, the annual assessment may be increased above the \$150.00 limitation, but only with the approval of two-thirds (2/3rds) of the voting rights of the total membership of the Association, voting in person or by proxy, at a meeting duly called for such purpose, written notice of which shall be sent to all members not less than 5 days nor more than 40 days in advance of the meeting setting forth the purpose of the meeting. After said 10 year period, the assessment may be increased to more than \$150.00 provided that any such change shall have the assent of fifty-one percent (51%) of the votes of the members who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than 5 days nor more than 40 days in advance of the meeting setting forth the purpose of the meeting.

The Board of Directors of the Association at any time may fix the annual assessment for each Improved Lot at an amount not in excess of the \$150.00 maximum.

Section 4. Special Assessments. In addition to the annual assessments authorized above, the Board of Directors of the Association may levy in any year, a special assessment, applicable for that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of any capital improvement devoted to common usage located on any of the Properties, including fixtures and personal property related thereto, provided that such assessment shall first be approved by a vote of not less than two-thirds (2/3rds) of the voting rights of the total members of the Association, voting in person or by proxy at a meeting called for such purpose.

Section 5. Uniform Rate of Assessment. Except as specifically provided herein, annual assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis, if so provided.

Section 6. Date of Commencement of Annual Assessment - Due Dates. The annual assessment provided herein shall commence as to all Lots on the first day of the month following the conveyance of the first Lot. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors

shall the amount of any change in the annual assessment against each Lot at least thirty

(30) days in advance of each subsequent annual assessment period after the initial assessment. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of the assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 7. Effect of Non-payment of Assessments -Remedies of the Association. Any annual or special assessment not paid within thirty (30) days after the due date, shall bear interest from the due date at the rate of 18% from the assessment date until paid. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclosure the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by abandonment of his Lot.

Section 8. Subordination of the Lien to Deeds of Trust. The lien of the assessments provided for herein shall be subordinate to the lien of any first deed of trust. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to a foreclosure of a deed of trust or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 9. Exempt Property and Fractional Assessment. Notwithstanding anything else contained herein, the following property shall be exempt from the assessment charge and lien created herein:

(1) All properties where the entire property is subject to any easement or other interest dedicated and accepted by the local public authority and devoted to public use;

(2) All properties exempt from taxation by the laws of the State of Missouri upon the terms and to the extent of such legal exemption; and

(3) All Unimproved Lots.

Section 10. Notices. A written or printed notice hand delivered to the Owner at the property he or she owns, or deposited in the United States mail with postage prepaid thereon, addressed to the Owner at last address listed with the Association, shall be deemed to be sufficient notice for all purposes whenever notices are required under this document.

## ARTICLE VI

### General Land Use

The Lots shall be used for single family residences only and shall be subject to all of the covenants and conditions herein contained.

## ARTICLE VII

### Use Restrictions

All of the Lots and all additional lands which shall be subject to this Declaration shall be subject to the following use restrictions:

Section 1. Land Use. None of said Lots may be improved, used, or occupied for other than private residence purposes (except for model homes used by the Developer or builders) and no flat or apartment house, although intended for residential purposes, may be erected thereon. Any residence erected or maintained on any of said Lots shall be designed and used for occupancy of a single family.

Section 2. Height Limitations. Any residence erected on any of said Lots shall not be more than three (3) levels in heights, above ground.

Section 3. Minimum Size Requirements. Any one story, or split level residence shall contain a minimum of 1,100 square feet of finished living area exclusive of garages, breezeways, basements, and similar portions of such residences. Any residence consisting of two (2) levels above ground level shall contain a minimum of 600 square feet of enclosed floor area on the first level above ground, exclusive of garages, breezeways, and similar portions of such residences and a minimum of 1,400 square feet of enclosed floor area, exclusive of garages, breezeways, and portions of such residences. Developer reserves the right to require greater square footages on the approval of any plan.

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

Section 5. Uncompleted and Damaged Structures. No uncompleted structure shall be permitted to stand with its exterior in an unfinished condition for longer than seven (7) months after commencement of construction. In the case of a damaged structure, from causes including but not limited to fire, explosion, wind etc., " if the structure is not habitable, the structure must be secured so that it does not pose as an attractive nuisance within 30 days after the damage is Thereafter, it must be either razed or restored to a habitable condition within six months of the date of damage. This period of time can be extended by the Board of Directors if it appears in the judgment of the Board of Directors that reasonable progress is being made.

Section 6. Garages. Each residence shall have an attached or basement private garage for not less than two, nor more than three cars, unless otherwise approved by the Developer. All garages must be equipped with doors which shall be kept closed as much as practicable to preserve the appearance of the elevation of the house.

Section 7. Lot Area and Width. No residential structure shall be erected on any building plot, which plot has a minimum lot width and size less than that shown on the recorded plat.

Section 8. Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved by Developer as shown on the recorded plat of said land. Such easements shall include the right of ingress and egress for construction and maintenance purposes. Within these easements, no structure, planting, or other

material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each Lot and all improvements on it shall be maintained continuously by the owner of the Lot, except for those improvements for which a public authority or utility company is responsible.

Section 9. Nuisances. No noxious or offensive activity shall be carried on upon any portion of the Properties, nor shall anything be done thereon that may be or become a nuisance or annoyance to this neighborhood. No exterior lighting shall be directed outside the boundaries of a Lot or other parcel, unless authorized by the Developer.

Section 10. Temporary Structures. No temporary structures or any other outbuilding shall be erected on any Lot without the approval of the Architectural Control Committee and in no event may such building, a trailer, or basement be used as a temporary residence.

Section 11. Commencement of Construction. The Owner of any Lot within the Properties shall be required within one year of accepting a conveyance of such Lot to complete the construction of a residence as authorized by existing zoning laws and declarations of covenants and restrictions filed of record, unless the time is extended by the Developer.

Section 12. Exterior Painting. All wood exteriors, except roofs, shall be covered with paint or stain. No building shall be permitted to stand with its exterior in an unfinished condition for longer than seven months after commencement of construction. Any area of exposed foundation shall be covered with the exterior walls material or painted the same color as the exterior walls adjoining said foundation. The exterior colors of all structures are subject to approval by the Architectural Control Committee.

Section 13. Storage Tanks. No fuel storage tanks shall be erected above the ground.

Section 14. Signs. No signs of any kind shall be displayed to the public view on any Lot except one professional sign of not more than 120 square inches or a sign of not more than eight feet square to advertise the property for sale. Developer reserves the right to maintain not more than four "Bill Board" type signs in or adjacent to the Properties during the construction period.

Section 15. Livestock. 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 purposes. Not more than two dogs or two cats or combination thereof may be kept on any Lot without the consent of the Architectural Control Committee.

Section 16. Garbage and Refuse. No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste. Rubbish, trash, garbage and other waste shall not be kept on any Lot except in sanitary containers, kept in a clean and sanitary condition and housed and screened as specified by the Developer.

Section 17. Parking of Motor Vehicles, Boats and Trailers. No trucks or commercial vehicles, boats, or other similar water-borne vehicles, house trailers, boat trailers, trailers of every other description, campers or camping units shall be permitted to customarily or habitually parked, kept, or stored on any Lot or on the streets or alleys around any of the buildings within the Properties unless they are parked or stored in an enclosed garage or in such other enclosure approved by the Architectural Control Committee, except only during periods of approved construction on the Lot. No automotive repairs shall occur on any of the Lots hereby restricted except when performed inside of the garage. This prohibition of parking shall not apply to temporary parking of trucks, commercial vehicles, such as for pick-up, delivery, and other commercial services. No automobile may be parked overnight or stored upon any street adjoining any Lot.

Section 18. Antennas and Towers. No antenna or tower shall be erected upon any Lot or on the exterior of any residence for the purpose of radio operation and/or television operation. The Architectural Control Committee shall be the option to waive this restriction for disk antennas on an individual Lot basis.

Section 19. Utilities. Water, gas, lights, telephone, and other utilities shall be located underground on each residential Lot.

Section 20. New Construction. All residences and other buildings permitted hereby on residential Lots shall be initially new construction. No building shall be moved onto any of such Lots.

Section 21. Commercial Activities. No commercial activities of any kind shall be conducted on any Lot, but nothing herein shall prohibit the carrying on of promotional activities by the Developer. Members of the Association who operate home based businesses shall be allowed to operate said business with the following restrictions: there shall be no employees allowed who do not live in the home where the home based business is located and there shall be no special signage allowed whatsoever. The restrictions contained in this section do not apply to the occasional Garage Sale or to home day-care.

Section 22. Clothesline. The use of any clothesline on the exterior of any residence or on a Lot is prohibited.

Section 23. Sodding. Any unimproved portion of Lot within 120 feet of the front line of said Lot shall be fully sodded. The unimproved portion of the Lot beyond 120 feet shall be either sodded or seeded after the completion of a house.

Section 24. Additional Structures. No fences, walls, patios, decks, or other structures of any kind shall be commenced, placed, or installed on any Lot, nor shall any exterior addition to change or alteration therein be made without the prior written approval of the Developer or the Architectural Control Committee. No chain link fences are allowed. Anything in this Declaration of Restrictions to the contrary notwithstanding, the Developer, its successors, and assigns, shall have and do hereby reserve the right to determine the location of all buildings upon the respective Lot or Lots and the relation of the top of the foundation thereof to the street level.

Section 25. Swimming Pools, Hot Tubs. No above ground swimming pools may be installed upon any Lots hereby restricted. No hot tub or similar structure may be installed on any Lot without the written approval of the Architectural Control Committee.

Section 26. Roofing. All roof shingles shall be composition shingles of weathered wood color with shadow blocking unless otherwise approved by the Architectural Control Committee.

Section 27. Plan Approval. No building shall be erected or altered on any building plat in this subdivision until the building plans have been approved in writing as to size and external design by the Architectural Control Committee.

Upon any request for approval the party requesting such approval shall submit a floor plan including square footage, the front elevation, and staked lot plan. In the event of the death or resignation of any member of said committee, the remaining members shall have full authority to approve or disapprove the plans submitted, and to designate a successor.

Section 28. Maintenance of Structures. Except as specifically provided herein, each Owner at the Owner's expense shall keep the exterior of the Owner's building structure, including, but not limited to, doors, walls, windows, roofs, patios, fences and other improvements, in good maintenance and repair.

Section 29. Priority. The Building Code, the Zoning Ordinance, the Property and Maintenance Code, and other applicable municipal and state laws are not preempted by the recording of this Declaration, but that in the event of conflict the most restrictive provisions shall apply.

Section 30. Special Restrictions on Buffer Zone. Certain Lots within the Property are subject to a special easement referred to as the "Buffer Zone," as set forth more fully on the recorded plat for the Properties. The easement is an approximately 50-foot wide strip of land abutting New Mark Drive. These Lots include Lots 1, 28, 29, 30, 31 and 33. Notwithstanding anything in these Declarations to the contrary, no signs of any type or structure of any kind, including but not limited to, buildings, fences, decks and patios, may be placed or built in this Buffer Zone without the prior written approval of the Developer. The Developer expressly reserves the right to place signs in the Buffer Zone for the purpose of marketing the Properties.

## ARTICLE VIII

### General Provisions

Section 1. Board of Directors. The Board of Directors of the Association elected in accordance with its Articles of Incorporation and the Bylaws shall be charged with the management of the Association. The Board of Directors shall have the right to make such reasonable rules and regulations as will enable it to adequately and properly carry out the provisions of this Declaration.

Section 2. Architectural Control Committee. There shall be appointed by the Board of Directors a committee called the Architectural Control Committee, or "ACC," which shall be charged with promulgating and enforcing written guidelines regarding the uses of the Properties subject to this Declaration. The purpose of the ACC is to ensure that the outside areas (front and backyards, as well as common areas) of the Properties, which are visible to all and which can add to the enjoyment of living in Willow Park, are used and maintained in a manner to add value and not detract from the neighborhood. Among the issues said guidelines may include are as follows: fences; roofing materials; painting and use of colors; the use of any structures, in addition to the house, on the property; building materials; decks; sidewalk and driveway issues; lawn and landscaping maintenance; and any other issue referred to it by this Declaration or the Association. The ACC shall consist of no more than three members who shall serve at the pleasure of the Board of Directors. One or more members of the Board of Directors may also serve on the ACC. The ACC shall adopt and maintain written Guidelines. All actions of the ACC shall be subject to review by the Board of Directors. The members of the Architectural Control Committee shall serve without pay and shall have no legal or financial liability for any of their acts, omissions, or errors in judgment.

Section 3. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants. Any such action may be initiated by the Association, the Developer, or any Owner. Failure by the Developer or 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. In the event the Association determines it is in its best interest to retain legal counsel to enforce any of the terms of this Declaration, the Association shall be entitled to a reimbursement of its legal fees and court costs, if any, from the defendant party.

Section 4. Severability. Invalidation of anyone 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.

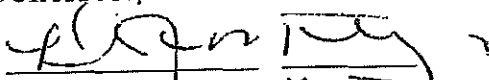
Section 5. Duration and Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Developer or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of twenty years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years. The covenants and restrictions of this Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than eighty percent (80%) of the Lot Owners, and thereafter by an instrument signed by less than seventy-five percent (75%) of the Lot Owners.

Section 6. Transferability. The Developer has established the Association and at such time as Developer no longer owns any Lots, or earlier in its discretion, Developer shall transfer and assign to the Association all of the functions of the Developer and/or the Architectural Control Committee according to the provisions of this Declaration, and the Owners of the Properties shall be bound to the Association as they are to the Developer.

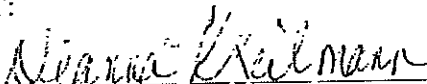
Section 7. Annexation. Property may be annexed to the Properties with the consent of Developer. Any such extension of the Properties shall be accomplished by and take effect on the filing in the Office of the Recorder of Deeds for the county in which such land is located an appropriate document extending this Declaration. All annexed property shall be subject to these Declarations as fully as the property set forth in Article II.

IN WITNESS WHEREOF, the undersigned, on behalf of the Association has hereunto set its hand and seal on the day and year last above written.

WILLOW PARK HOMES  
ASSOCIATION, INC.

By:   
Ted J. Montemayor, President

ATTEST:

By:   
Deanna Zeilmann, Secretary