

BY-LAWS
OF
WESTWOODS HOMES ASSOCIATION

A Not-For-Profit Corporation

ARTICLE I

Corporate Office

- 1.1 The name of the Association is WESTWOODS HOMES ASSOCIATION ("Association"). The principal office of the Association in the State of Missouri shall be located in Clay County, Missouri. The registered office of the Association required by the General Not-For-Profit Corporation Law of Missouri is to be maintained in the State of Missouri may be, but need not be, identical with the principal office in the State of Missouri and the address and location of either office shall be designated and may be changed from time to time by the Board of Directors.
- 1.2 The Definitions set forth in Article I of the Declaration of the Covenants, Conditions and Restrictions for Westwoods filed with the Recorder of Deeds, Clay County, Missouri, the 20th day of September, 1979, and recorded in Book 1369 at Page 778 shall apply to such terms and conditions as used in these by-laws unless the context clearly requires otherwise.

ARTICLE II

Rights in the Property

- 2.1 The Association shall be created for the purpose of owning the Common Area of the property and shall designate specific uses therefore and shall establish and enforce rules and regulations governing the use therefore as it may deem appropriate or advisable from time to time.
- 2.2 Every member of the Association shall be an owner of a Unit on the property and shall have a right and easement of enjoyment in and to and of access for ingress and egress across and upon the Common Area which said rights shall be appurtenant to and shall be indivisible from title to every Unit on the property subject to the covenants, conditions, restrictions and limitations set forth in the Declaration for Westwoods as amended.

- 2.3 The rights of owners in and to a Unit and the Common Area of the property shall be as determined and set forth in the Declaration of Covenants, Conditions and Restrictions for Westwoods filed in the office of the Recorder of Deeds of Clay County, Missouri.

ARTICLE III

Membership Voting Rights

- 3.1 Every owner of a Unit subject to the Declaration of Covenants, Conditions and Restrictions for Westwoods filed with the Recorder of Deeds of Clay County, Missouri, shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Unit situated on the property. Members may vote at any meeting of the Association in person or by written proxy authorized by law duly filed with the Secretary of the Association prior to the commencement of the meeting at which the proxy right is to be exercised.
- 3.2 There shall be two classes of voting membership in the Association:
- a) CLASS A. Class A members shall be all owners other than WESTWOODS, a Missouri Partnership, referred to in the Declaration as DECLARANT. When more than one person are owners of a Unit, all such persons shall be members, and the vote for such Unit shall be exercised as they shall determine among themselves, and in no event shall more than one vote be cast with respect to any Class A membership Unit. In the event of the inability of multiple owners to agree upon a vote for their Unit, no vote shall be counted for such Unit.
 - b) CLASS B. Class B member(s) shall be WESTWOODS, its successors and assigns, and shall be entitled to three votes for each Unit owned. All Class B membership shall cease and automatically be converted to Class A membership when the total number of Class A membership votes outstanding shall exceed the total number of Class B votes outstanding.
- 3.3 The rights of membership are subject to the payment of annual and special assessments levied by the Association, the obligation of which assessments is imposed against each Owner of and becomes a lien upon the Unit against which such assessments are made as provided by Article IV of the Declaration to which the property is subject and which is recorded in the Records of the Recorder of Clay County, Missouri, and which provides for (a) creation of the lien and

personal obligation for such assessment; (b) payment of annual assessments; (c) payment of special assessments, and (d) foreclosures of liens as therein provided.

- 3.4 Membership rights, including but not limited to the voting rights provided for in the Declaration and these by-laws, of any Owner may be suspended by action of the Association during the period when any assessment remains due, delinquent and unpaid; but, upon payment of such assessments, his rights and privileges shall be automatically restored. The Association shall adopt and publish rules and regulations governing the use of the Common Area, and the personal conduct of any person thereon and in the event of breach of such rules and regulations the Association may, in its discretion, suspend the rights of any such person for violation of such rules and regulations, for a period not to exceed sixty (60) days.

ARTICLE IV

Meetings of Members

- 4.1 (a) Annual Meetings. The first annual meeting of the members of the Association shall be held on the second Monday in May of the year following the year of incorporation of the Association. Beginning in October, 1998, all subsequent annual meetings of the members shall be on the first Monday in October of each year thereafter at 7:00 o'clock p.m. at the principal office of the Association or at such other hour or place as the Board of Directors may determine. If the annual meeting date shall be a holiday, the meeting shall be held at the same hour and place on the first day following which is not a holiday.
- (b) Beginning in November of 2010, annual meetings shall be on the first Monday in November at the time and place described in 4.1 (a) above. If the annual meeting date shall be a holiday, the meeting shall be held at the same hour and place on the first day following which is not a holiday.
- (c) Beginning November 2012 the annual meeting date shall be determined by the board and be on a business day during the first 10 days in the month of November.
- 4.2 Special Meetings. Special meetings of the members of the Association may be called at any time by the President of the Association or by a majority of the Board of Directors, or upon the written request of those members then entitled to vote not less than one-fourth (1/4) of all of the Class A membership votes outstanding.

- 4.3 Notice of Meetings. Written notice of meetings shall be delivered personally or directed to all members by United States Mail, postage prepaid, not less than seven (7) days prior to the date set for such meeting to each member of the Association entitled to vote thereat addressed at the last address appearing on the records of the Association. Such notice shall state the time, date and place of the meeting and in the case of a special meeting, the purpose or purposes therefore.
- 4.4 Quorum. The presence of members entitled to cast, in person or by proxy, twenty percent (20%) or more of all of the votes of each class of membership entitled to vote shall constitute a quorum for any action except as may be otherwise provided in the Articles of Incorporation, the Declaration, or these by-laws, as amended. In the event of failure of a quorum, members present thereat shall have the power to adjourn the meeting without further notice other than an announcement at the meeting until such time as a quorum may be assembled or represented.
- 4.5 Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing, dated and signed by the person issuing the same and filed with the Secretary prior to the commencement of the meeting at which said proxy is to be exercised. Every proxy shall be revocable and shall automatically expire one year from the date of issuance thereof or upon conveyance by such member of his Unit.

ARTICLE V

Board of Directors

- 5.1 General Powers. The property, business and affairs of the Association shall be controlled and managed by the Board of Directors.
- 5.2 Number and Qualifications. Until the first annual meeting of the members of the Association or until a new Board of Directors is elected, the Board of Directors shall consist of five (5) persons named in the Articles of Incorporation of Westwoods Homes Association. Thereafter and until their successors shall have been elected, the Board of Directors shall consist of five (5) Directors elected by the members of the Association. At the first election of the Board of Directors, one member shall be elected for a term of one year, two directors for a term of two years and two directors for a term of three years. At each annual meeting thereafter, the members shall elect a director or directors to fill the expiring term(s) for a term of three (3) years. Directors must be members of the

Association or, in the case of a partnership, corporate or fiduciary member, an authorized representative of such entity.

- 5.3 Removal. Any director may be removed from the Board of Directors with or without cause by a majority vote of the members of the Association. In the event of the death, resignation or removal of a director, his successor shall be elected by the remaining members of the board to serve the unexpired term of his predecessor in office.
- 5.4 Compensation. No director shall receive compensation for any service rendered as a member of the Board of Directors of the Association. However, any director may be reimbursed reasonable out-of-pocket expenses actually incurred in connection with the performance of his duties as a director. The Board of Directors may, in its discretion, contract for and pay directors rendering unusual or exceptional services to the Association special compensation appropriate to the value of such services.
- 5.5 Action Without Formal Meeting. The Board of Directors shall have the right to take any action in the absence of meeting which would be lawful and authorized if taken at a formal meeting of the Board of Directors duly convened provided all directors give their prior written approval thereto. Any action so approved and taken shall have the same effect as though taken as the result of a vote at a formal meeting of the directors.
- 5.6 Nominations. Nominations for election to the Board of Directors shall be submitted by a Nominating Committee appointed by the President of the Association. Additional nominations may be made from the floor at the annual meeting. A Nominating Committee shall be appointed by the President at each annual meeting to serve from the close of such annual meeting until the close of the next annual meeting. The Nominating Committee may make as many nominations for election to the Board of Directors as it may in its discretion determine but such nominations shall not be less than the number of vacancies to be filled at said election.
- 5.7 Election. Election of the Board of Directors shall be held at the annual meeting each year and each member may cast in person or by proxy with respect to each vacancy as many votes as they are entitled to cast under the provisions of the Declaration and these by-laws. Those persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI

Meeting of Directors

- 6.1 Regular Meeting. Regular meetings of the Board of Directors shall be held without notice, at such hour and place as may be fixed from time to time by resolution of the Board, but no less frequently than quarterly
- 6.2 Special Meetings. Special meetings of the Board of Directors may be called by the President of the Association or by a majority of the Board of Directors upon three (3) days written notice thereof to each director.
- 6.3 Quorum. A majority of the Board of Directors shall constitute a quorum for the transaction of all business and every act or decision done or made by a majority of directors present at a duly convened meeting of the Board of Directors at which a quorum is present shall be the action of the Board of Directors.
- 6.4 Agenda. Prior to all regular meetings of the Board of Directors, and the annual meeting of the membership of the Association, the Board shall prepare and publish an Agenda for such meeting which shall govern and control all business to be conducted thereat.

ARTICLE VII

Powers and Duties of the Board of Directors

- 7.1 General. The Board of Directors shall have all the powers and duties for administration of the affairs of the Association as are set forth herein and may do any and all such acts necessary and appropriate to exercise and carry out the powers and duties of the Association subject to the provisions of the Declaration, the Articles of Incorporation, these by-laws and applicable law. Such duties and responsibilities of the Board of Directors may not be delegated by it to members of the Association except as authorized by law. Subject to the foregoing, the powers and duties of the Board of Directors shall be hereinafter set forth.
- 7.2 Powers.

The Board of Directors shall have the power to:

- a) Adopt, promulgate, enforce, amend and administer such rules and regulations governing the use of the Common Area and any and all facilities erected thereon, the use thereof and the personal conduct of members, members of their families residing with them, and their guests and invitees, and to establish penalties for infractions thereof;

- b) Suspend the voting rights of any member during any period in which such member shall be in default in the payment of any assessment levied by the Association. The right to use such recreational facilities as may be available on the Common Area may be suspended for a period of not to exceed sixty (60) days for infraction of established rules and regulations;
- c) Employ and remove at the pleasure of the Board a manager, or such independent contractors, or agents, employees, and servants as the Board may deem necessary and to prescribe their duties for and on behalf of the Association. Nothing in these by-laws shall prevent employment of any member, officer, or director of the Association in any capacity whatsoever, except as prohibited under Article IX, Section 9.2 (f);
- d) Subject to the provisions of the Declaration with respect to annual and capital assessments, to determine, collect and enforce annual and capital assessments from and against all owners in such amounts or amounts as may be necessary to meet and discharge the obligations and responsibilities of the Association;
- e) Enter into contracts and agreements for and on behalf of the Association, open and maintain such bank accounts, drawing accounts, and make and write checks against such accounts and make deposits thereto for and on behalf of the Association and to designate authorized signatories thereon, including the power to borrow money upon the affirmative vote of not less than a majority of each class of members of the Association; and
- f) Declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors.

7.3 Duties.

It shall be the duty of the Board of Directors to:

- a) Keep and maintain at all times a complete record of its acts and the affairs of the Association including all financial transactions of the Association and to make the same available to all members of the Association at each annual meeting of the membership of the Association;
- b) Supervise and direct all officers, agents, servants, employees and independent contractors of the Association and see that the duties of each are properly performed;

- c) To fix the amount of the annual assessment against each Unit and to provide written notice thereof as is more fully set forth in the Declaration;
- d) To enforce the collection of annual and capital assessment to and including foreclosure of the lien against such Unit in the event of nonpayment thereof and to exercise any and all such other remedies as may be available as is more fully set forth in the Declaration as provided by law;
- e) Issue or cause to be issued upon proper written demand therefor a certificate setting forth the status of paid assessments on any Unit and to make reasonable charge therefor;
- f) To procure and maintain general liability and hazard insurance on property owned by the Association as more fully set forth in the Declaration and to reimburse Owners or their first mortgagees for any and all premiums thereon paid by said parties upon failure of the Association to make timely payment thereof;
- g) To cause all officers, directors and employees of the Association having fiscal responsibilities to be bonded as the Board of Directors may deem appropriate;
- h) To cause the Common Area and exterior portions of all patio homes located upon Units on the property to be kept and maintained all in accordance with the requirements and provisions of the Declaration; and
- i) To employ professional real estate manager(s) or management company to carry out the day-to-day business and responsibilities of the Association, including but not limited to; all maintenance and repairs required of the Association.

ARTICLE VII

Officers of the Association

- 8.1 Officers. The officers of the Association shall be a President, a Vice President and Secretary/Treasurer and such other offices as the Board may from time to time establish by resolution.
- 8.2 Election of Officers. Officers of the Association shall be elected at the first regular meeting of the Board of Directors following the annual meeting of the members by majority vote of the directors.

- 8.3 Term. Officers of the Association shall be elected annually by the Board and shall hold office for one (1) year subject to the provisions of these by-laws.
- 8.4 Resignation and Removal. Any officer may be removed at any time with or without cause upon the affirmative vote of a majority of the Board of Directors. In the event of resignation of any officer, such resignation shall be effective upon receipt of written notice of resignation or at any other later time specified therein which such notice shall be delivered to the President or Vice President of the Association.
- 8.5 Vacancies. A vacancy occurring in any office may be filled by the Board of Directors and the officer so appointed shall serve the remainder of the unexpired term of the office to which he is appointed.
- 8.6 Multiple Offices. The office of Vice President and Secretary shall not be held by the same person. No person shall simultaneously hold more than one of any of the other offices except such special office as may be established by the Board to perform such duties as the Board may from time to time determine.
- 8.7 Duties.

The duties of the officers are as follows:

- a) President. The President shall preside at all meetings of the Board of Directors, shall have responsibility to carry out orders and resolutions of the Board, shall execute all documents entered into by the Association and shall co-sign or authorize the execution of all checks and instruments of debt of the Association, and the President shall preside at all meetings of members of the Association;
- b) Vice President. The Vice President shall act in the place and stead of the President in the event of his absence, inability or refusal to act and shall exercise and discharge the offices and duties of President as may be required by the Board;
- c) Secretary/Treasurer. The Secretary/Treasurer shall (i) record the votes and keep the minutes of all meetings of the Board, issue notice of meetings of the Board and members when required, and keep and maintain a record of the addresses of all members of the Association; and (ii) receive and deposit in authorized accounts all funds of the Association, oversee and direct disbursement of such funds as directed by the Board; shall manage and direct making of all checks and instruments of indebtedness of the

Association, the maintenance of proper books of account and shall cause to be prepared an annual budget and audited or unaudited statement of income and expenditures as determined by the Board to be presented at the regular annual meeting of the Association membership.

ARTICLE IX

Association Purposes, Powers and Duties

- 9.1 The Association has been organized for the purpose of promoting the health, safety, welfare and enjoyment of all Owners of a Unit on the property and such additions thereto as may be brought within the jurisdiction of the Association and their resident families, guests and invitees. In furtherance of such purposes, the Association shall have the powers and duties as are set forth in the Declaration of WESTWOODS, the Articles of Incorporation and as hereinafter set forth.
- 9.2 The Association shall have the following duties:
- a) To paint and/or stain the exterior trim and siding of the Buildings and patio fencing which is externally visible, at such intervals as is determined by the Association; provided, however, that the maintenance and repair of Building and patio area (other than is provided for herein) shall be the responsibility of each respective Owner, and provided further that the Association shall have no duty to maintain and repair the interior of any Building or Unit;
 - b) To maintain and repair the Common Area and the improvements, if any, located thereon, and to replace items thereon as determined by the Association, all of which includes but is not limited to grass areas, flower gardens, shrubs, trees, plants, curbs, walkway, drainage and lighting facilities, parking areas, removal of snow, ice and trash, recreational facilities and other parts and accessories in and to the Common area;
 - c) To pay all real estate taxes and special assessments, if any, levied against the Common Area;
 - d) To obtain and provide public liability insurance and other such insurance as determined by the Association for the Common Area, as more specifically set forth in the Declaration of WESTWOODS;
 - e) To employ a professional real estate management company to carry out the day to day responsibilities of the Association, provided, however, that any agreement for such services with the developer, sponsor or builder shall

have a term not exceeding three (3) years and shall provide for termination by either party without penalty with or without cause upon not more than ninety (90) days written notice;

- f) To establish reserve account(s) for repair and maintenance of all Buildings and Common Area, to periodically review the adequacy thereof, and to keep and maintain such reserve funds in interest bearing accounts, until expended, for the benefit of the Association;
- g) To do such other matters as may from time to time be necessary to maintain the quality and appearance of the Common Area and the Buildings; and
- h) To fix, levy and collect assessments, both general and special, as Common Area costs or otherwise, against each Unit to carry out the powers and responsibilities of the Association.

9.3 The Association shall have the following powers:

- a) Unless the Board of Directors is satisfied that proper arrangements have been made for restoration, replacement or repair of any Unit or Building which has been damaged by any insured peril, the Association shall have the power to collect and receive the proceeds from any insurance company covering loss or damage by fire or other hazard or occurrence to any Unit, and to pay out of said proceeds the cost of any such restoration, reconstruction, replacement or repair herein above mentioned, and to collect any excess of the cost of any such work over the said insurance proceeds from the Owner or Owners of the respective Unit incurring such excesses as provided in the Declarations of WESTWOODS;
- b) To establish and publish such rules and regulations from time to time which it deems necessary for the enjoyment by the Owners and for the protection of the Common Area, and to amend said rules and regulations as it deems necessary;
- c) To perform, install and maintain any and all other functions, measures and items deemed necessary or appropriate by the Association for the convenience, benefit and enjoyment of the Owners.

ARTICLE X

The Association shall establish the following Standing Committees

- 10.1 Architectural Control Committee. Said Committee shall have the power, authority and responsibility as set forth in Article VIII of the Declarations of WESTWOODS.
- 10.2 Nominating Committee. Said Committee shall have the duties set forth in Article V, paragraph 5.6 hereof.
- 10.3 The Recreation Committee. Said Committee shall advise the Board of Directors on all matters pertaining to the recreational activities of the Association and shall perform such other functions as the Board, in its discretion, determines.
- 10.4 The Maintenance Committee. Said Committee shall advise the Board of Directors on all matters pertaining to the maintenance, repair, or improvement of the Common Area of the Association and shall perform such other functions as the Board, in its discretion, determines.
- 10.5 The Publicity Committee. Said Committee shall inform the members of all activities and functions of the Association and shall, after consulting with the Board of Directors, make such public releases and announcements as are in the best interests of the Association.
- 10.6 The Audit Committee. Said Committee shall supervise the annual audit of the Association's books and approve annual budget and balance sheet statement to be presented to the membership at its regular annual meeting.
- 10.7 General. Unless otherwise provided herein, each Committee shall consist of three or more members of the Association, one of whom shall be Chairman and shall have a member of the Board of Directors as ex officio contact and liaison with the Board. Standing Committees shall be appointed by the Board at the annual meeting of the Board to serve until the next annual meeting of the Board. It shall be the duty of each Committee to receive information from members regarding the duties of the Committee and to act thereon as it deems appropriate or to refer such member data to the Board.

ARTICLE XI

Books and Records

The books, records and papers of the Association shall be available for inspection upon reasonable request at all times during normal business hours by any member of the Association. Copies of the Declarations, the Articles of Incorporation of the Association and the By-laws of the Association shall be available at any time upon reasonable

request during normal business hours for inspection by any member at the principal office of the Association.

ARTICLE XII

Notice

Whenever notice is required of any meeting under the provisions of these By-laws, the Articles of Incorporation, or the General Not-for-Profit Corporation Law of Missouri, waiver thereof in writing signed by the person or persons entitled to such notice whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice except as may be otherwise specifically prohibited by law. Attendance by a member or director at any meeting of the Association or Board of Directors of the Association shall constitute a waiver of notice by such person of the time and place thereof. If all members of the Board of Directors are present at any meeting of the Board, no notice thereof shall be required and any business may be transacted at such meeting.

ARTICLE XIII

Indemnity

No director of the Association shall have any liability to any member nor any permanent resident of a Unit for any loss or damage or claim thereof arising out of or in any way connected with any action or non-action in the good faith discharge of his duties as a director of the Association provided such director acted in good faith or in a manner reasonably believed to be in or not opposed to the best interests of the Association. The members of the Association shall indemnify and hold harmless each director of the Association against any and all claims, damages, costs and expenses, including reasonable attorney's fees arising out of or in any way connected with his service as a director of the Association, unless due to his willful misconduct or gross neglect.

ARTICLE XIV

Assessments

As is more fully set forth in the Declaration, each member is obligated to pay when due all annual and capital assessments determined and levied by the Association which are secured by a continuing lien upon the Unit against which such assessment is made. Any

assessment not paid when due shall be delinquent. Any assessment or installment thereof not paid within thirty (30) days after the due date thereof shall bear interest from the date due at the rate of ten percent (10%) per annum, and the Association may bring an action at law against the owner personally obligated to pay the same or may foreclose the lien against the Unit in question and all interest accrued, costs of the action and reasonable attorney's fees therefor shall be added to the amount of such assessment. No owner or member of the Association may waive or otherwise escape liability for assessments provided for in the Declaration by non-use of the Common Area nor abandonment of his Unit.

ARTICLE XV

Corporate Seal

The Association may, but need not have, a corporate seal in the form of a circle having inscribed thereon Westwoods Homes Association, a Missouri Not-for-Profit Corporation.

ARTICLE XVI

Amendments

These By-laws may be amended at any regular or special meeting of the members of the Association upon the affirmative vote of a majority of each class of members present in person or by proxy, provided that any amendment to these By-laws must be proposed and considered at not less than two meetings of the members of the Association before the same shall be put to a vote, and notice of the proposed amendment and the form thereof shall be directed to all members of the Association at the address set forth in the records of the Association between the first and second meetings at which such amendment is considered by the members. In the event of any conflict between the Articles of Incorporation and these By-laws, the Articles shall control. In the event of any conflict between the Declaration of Westwoods and these By-laws, the Declaration shall control.

IN WITNESS WHEREOF, the undersigned, being all the Directors of WESTWOODS HOMES ASSOCIATION, have and do hereby adopt the above and foregoing By-laws of and for the Association by unanimous resolution and have hereunto caused the same to be executed this 17th day of September, 1979.

Signed by Frank Miller

Signed by C. Gerald James

Signed by Mary Jane James

Signed by Daniel A. Triplett, M.D.

Signed by Patsy B. Triplett

AMENDMENT TO BYLAWS OF
WESTWOODS HOMES ASSOCIATION

THIS AMENDMENT TO BYLAWS OF WESTWOODS HOMES ASSOCIATION, which BYLAWS were originally made the 18th day of September, 1979 and filed as Exhibit B to DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS- WESTOODS, filed with the Recorder of Deeds, Clay County, Missouri, the 20th day of September 1979, in Book 1369 at Page 778, is made and enacted pursuant to Article XVI thereof pertaining to Amendments effective on the 12th day of December, 1988.

WHEREAS, the BYLAWS OF WESTWOODS HOMES ASSOCIATION and the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS - WESTWOODS are applicable to that certain real property and all improvements thereon identified as:

Block 1, WESTWOODS, a subdivision in the City of Liberty, Clay County, Missouri, as more particularly described on the original Declarations recorded as aforesaid; and

WESTWOODS, Fifth Plat, a subdivision in the City of Liberty, Clay County, Missouri; and

WESTWOODS, Sixth Plat, a subdivision in the City of Liberty, Clay County, Missouri; and

WHEREAS, this AMENDMENT TO BYLAWS is and shall be applicable to said By-laws and Declarations and all real property to which said Declarations apply.

NOW, THEREFORE, the undersigned hereby certifies that she is the duly elected Secretary of the Westwoods Homes Association and that the following Resolution amending the BYLAWS OF WESTWOODS HOMES ASSOCIATION was adopted, at a special meeting of the members of the Westwoods Homes Association, upon the affirmative vote of a majority of each class of members present in person or by proxy, and after consideration at not less than two (2) meetings of the members of the Association prior to a vote, to-wit:

RESOLVED, that effective the 12th day of December, 1988, paragraph 9.2 of Article IX of the Westwoods Homes Association By-laws is hereby amended only as follows: By striking the existing paragraph 9.2 (b) from said By-laws, leaving said paragraph 9.2 to read as follows:

9.2 The Association shall have the following duties:

- a) To paint and/or stain the exterior trim and siding of the Buildings and patio fencing which is externally visible, at such intervals as is determined by the Association; provided, however, that the maintenance and repair of Building and patio area (other than is provided for herein) shall be the responsibility of each respective Owner, and provided further that the Association shall have no duty to maintain and repair the interior of any Building or Unit;
- b) To maintain and repair the Common Area and the improvements, if any, located thereon, and to replace items thereon as determined by the Association, all of which includes but is not limited to grass areas, flower gardens, shrubs, trees, plants, curbs, walkway, drainage and lighting facilities, parking areas, removal of snow, ice and trash, recreational facilities and other parts and accessories in and to the Common area;
- c) To pay all real estate taxes and special assessments, if any, levied against the Common Area;
- d) To obtain and provide public liability insurance and other such insurance as determined by the Association for the Common Area, as more specifically set forth in the Declarations of WESTWOODS;
- e) To employ a professional real estate management company to carry out the day to day responsibilities of the Association, provided, however, that any agreement for such services with the developer, sponsor or builder shall have a term not exceeding three (3) years and shall provide for termination by either party without penalty with or without cause upon not more than ninety (90) days written notice;
- f) To establish reserve account(s) for repair and maintenance of all Buildings and Common Area, to periodically review the adequacy thereof, and to keep and maintain such reserve funds in interest bearing accounts, until expended, for the benefit of the Association;
- g) To do such other matters as may from time to time be necessary to maintain the quality and appearance of the Common Area and the Buildings; and
- h) To fix, levy and collect assessments, both general and special, as Common Area costs or otherwise, against each Unit to carry out the powers and responsibilities of the Association.

AND IT IS FURTHER RESOLVED, that the President and Secretary of the Association shall be and hereby are authorized and directed to take such steps as may be necessary

to cause such AMENDMENT to be certified and filed in the Office of Recorder of Deeds of Clay County, Missouri without delay.

I hereby certify that the original of such resolution is on file in the Minutes Books of the Westwoods Homes Association.

IN WITNESS WHEREOF, the undersigned, for and on behalf of Westwoods Homes Association, Declarant, has caused this AMENDMENT TO BYLAWS to be executed the 16th day of December, 1988.

Signed by Janie M. Suskiewich
Secretary

STATE OF MISSOURI)
) ss.
CLAY COUNTY)

On this 16th day of December, 1988, before me, the undersigned, a Notary Public, personally appeared Janie M. Suskiewich, who being by me duly sworn, did say that she is the Secretary of Westwoods Homes Association, a Missouri Not-for-Profit Corporation, and that she executed the foregoing instrument and sealed it on behalf of said corporation by authority of its members and acknowledged said instrument to be the free act and deed of such Corporation.

Signed by Ava B. Boucher
Notary Public

My Commission Expires: 5/23/90

CERTIFIED AMENDMENT OF BYLAWS OF
WESTWOODS HOMES ASSOCIATION

THIS CERTIFIED AMENDMENT TO BYLAWS OF WESTWOODS HOMES ASSOCIATION, which By-laws were originally made the 17th day of September, 1979 and is made and enacted pursuant to Article XVI effective on the 11th day of May, 1998.

WHEREAS, this Amendment is and shall be application to said By-laws.

NOW, THEREFORE, the undersigned hereby certifies that he is duly elected Secretary of Westwoods Homes Association and that the following Resolution amending the By-laws of the Westwoods Homes Association was adopted, at a special meeting of the members of the Westwoods Homes Association, upon the affirmative vote of a majority of the members present in person or by proxy, and after consideration at not less than two (2) meetings of the members of the Association prior to a vote, to-wit:

RESOLVED, that Article IV, Paragraph 4.1, Annual Meetings, is hereby deleted and in lieu thereof the following By-law is adopted:

- 4.1 Annual Meetings. The first annual meeting of the members of the Association shall be held on the second Monday in May of the year following the year of incorporation of the Association. Beginning in October, 1998, all subsequent annual meetings of the members shall be on the first Monday in October of each year thereafter at 7:00 o'clock p.m. at the principal office of the Association or at such other hour or place as the Board of Directors may determine. If the annual meeting date shall be a holiday, the meetings shall be held at the same hour and place on the first day following which is not a holiday.

I hereby certify that the original of the foregoing resolution is on file in the Minute Books of the Westwoods Homes Association.

IN WITNESS WHEREOF, the undersigned has caused this Amendment to be executed this 11th day of May, 1998.

WESTWOODS HOMES ASSOCIATION

Signed by John R. Jones
Secretary

DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
WESTWOODS

THIS DECLARATION is made this 18th day of September, 1979, by WESTWOODS, a Missouri partnership consisting of Westland Industries, Inc., a Missouri corporation, partner; C. GERALD JAMES and MARY JANE JAMES, husband and wife, partners; and DANIEL A. TRIPLETT and PATSY B. TRIPLETT, husband and wife, partners, d/b/a Westwoods ("DECLARANT").

WHEREAS, DECLARANT is the owner of certain real property and all improvements thereon identified as:

Block 1, WESTWOODS, a subdivision in the
City of Liberty, Clay County, Missouri,

more particularly described on the Plat, a true copy of which is marked EXHIBIT A and by this reference incorporated herein; and

WHEREAS, DECLARANT is now developing and intends to complete the development of a planned patio home community for first class family residential living on the property described in EXHIBIT A hereto and upon such additional property as may be added hereby by DECLARANT which said property as hereby platted and established shall be known as "WESTWOODS".

NOW, THEREFORE, DECLARANT, for all purposes, including protection of the value of and enhancing the desirability of said property, hereby declares that all property herein described shall be held, conveyed, hypothecated, encumbered, leased, rented, occupied and improved and in any and all manner utilized subject to and in accordance with the following covenants, conditions, restrictions, easements, uses, limitations, charges and obligations herein set forth, which are and shall be construed to be covenants and restrictions appurtenant to and indivisible from the property known as WESTWOODS and shall be binding upon and shall inure to the benefit of all persons, having, acquiring or owning any right, title or interest in the property or any part thereof, their grantees, heirs, successors, personal representatives and assigns. Subject only to the covenants, conditions and restrictions set forth in this Declaration, the property known as WESTWOODS shall be used solely and exclusively for residential purposes, and in furtherance thereof it is hereby provided:

I. DEFINITIONS

As used in this Declaration and in the By-laws of the WESTWOODS HOMES ASSOCIATION hereto attached marked EXHIBIT B, the following terms shall have the meanings herein set forth unless the context clearly requires otherwise:

- 1.1 Association – Westwoods Homes Association, its successors and assigns.
- 1.2 Building – A structure composed of one or more Units.
- 1.3 By-laws – The By-laws of Westwoods Homes Association as from time to time amended.
- 1.4 Common Area – All of the property including private streets owned by the Association for the common use and enjoyment of the Owners. The Common Area owned or to be owned by the Association is all that portion of each Lot designated on the Plat except that part identified as Units on the certified legal description and survey of each Lot filed of record in the Office of the Recorder of Deeds, Clay County, Missouri.
- 1.5 Development Plan – DECLARANT’S preliminary development plan for Block 1, WESTWOODS, including all land improvements, and all preliminary design and placement of improvements upon the property, including without limitation all Units, private streets, and landscaping, as finalized and shown on the Plat and Certificates of Survey for each Lot on the Plat recorded in the Office of the Recorder of Deeds, Clay County, Missouri.
- 1.6 Lot – Those portions of Block 1, WESTWOODS, so designated on the Plat filed of record including all Common Area and individual Units contained therein.
- 1.7 Member – A member of the Association.
- 1.8 Owner – The record owner, whether one or more persons, of fee simple title to any Unit which is a part of a Lot, but excluding those holding such title merely as security for the performance of an obligation.
- 1.9 Person – All natural individuals, corporations, partnerships, or other entities capable of owning or holding title to real property.
- 1.10 Plat – The Plat of WESTWOODS as filed of record in the Office of the Recorder of Deeds of Clay County, Missouri, a true copy of which is attached hereto marked EXHIBIT A.
- 1.11 Private Streets – All streets within WESTWOODS not dedicated to the public domain.

- 1.12 Property - All land and real property described in EXHIBIT A hereto incorporated herein by this reference together with all improvements and structures thereon and rights and appurtenances thereunto appertaining and such additions thereto as may hereafter be brought within the jurisdiction of the Association by annexation by DECLARANT as provided herein and in the Articles of Incorporation and By-laws of Westwoods Homes Association.
- 1.13 Unit - All individual Patio Home Units designed and used exclusively for single-family residential purposes including all patio and balcony areas within each Unit as designated on the recorded certified legal description Certificates of Survey of each platted Lot of WESTWOODS recorded in the Office of the Recorder of Deeds, Clay County, Missouri.

II. PROPERTY AND PROPERTY RIGHTS

- 2.1 The Property - The property subject to this Declaration is located in Clay County, Missouri, and is more particularly described on the Plat and Certificates of Survey of Lots 1 through 5 thereof filed in the Office of the Recorder of Deeds, Clay County, Missouri, and the Development Plan filed with the City of Liberty, Missouri.
- 2.2 From and after the effective date of this Amendment, Declarant shall have no right to add any additional property to the property which is, on the effective date of this Amendment, known as Westwoods. As of the effective date of this Amendment, Westwoods shall consist of a maximum of seventy-nine (79) units.
- 2.3 Each and every owner of a Unit shall have a continuing right and easement of enjoyment of and of access for ingress and egress over, across, upon, in and to the Common Area, which right and easement shall be appurtenant to and an indivisible part of title to every Unit and the corresponding right and easement of and for enjoyment and access shall not be separated nor shall any such Unit, by deed, plat, court order or otherwise, be subdivided or in any manner separated into parcels smaller than a whole Unit as shown on the recorded Certificate of Survey for each Lot shown on the Plat. Every deed, lease, mortgage or other instrument of conveyance may describe a Unit by its certified legal description and every such description, without more, shall and shall be deemed and construed to convey, transfer and otherwise affect in the same manner the right and easement of and for enjoyment and access to the Common Area of the owner thereof.

- 2.4 Ownership of Units – Subject to the provisions of this Declaration, the Articles of Incorporation and By-laws of the Association, and such rules and regulations as may be promulgated by the Association, each owner, in addition to the full and unrestricted quiet enjoyment of his Unit, may use the Common Area, including without limitation, all private streets, walks, paths, drives, lakes, lake shores and all facilities and improvements thereon and shall hold such rights for the use and benefit of all permanent occupants of each owner's respective Unit, his tenants, invitees and guests for the uses and purposes for which the Common Area was designated and intended.

III. ASSOCIATION MEMBERSHIP AND VOTING

- 3.1 Each and every owner of a Unit shall be a member of the Association. Membership shall be appurtenant to and shall not be separated from ownership of any Unit. Members may vote at any meeting of the Association in person or by written proxy duly filed in accordance with the By-laws with the Secretary of the Association.

- 3.2 The Association shall have two classes of voting membership.

- a) Class A Membership. Class A Members shall be all owners other than DECLARANT. Class A Members shall be entitled to one vote for each Unit owned. When more than one person are owners of a Unit, all such persons shall be members, and the vote for such Unit shall be exercised as they shall determine among themselves, and in no event shall more than one vote be cast with respect to any Class A membership Unit. In the event of the inability of multiple owners to agree upon the vote for their Unit, no vote shall be counted for such Unit.
- b) Class B Membership. Class B Members shall be DECLARANT, its successors and assigns, and shall be entitled to three (3) votes for each Unit owned regardless of whether any improvements shall have been built thereon. All Class B Membership shall cease and be automatically converted to Class A Membership when the total number of Class A membership votes outstanding shall exceed the total number of Class B votes outstanding.

IV. COMMON AREA MAINTENANCE

- 4.1 Purpose of Assessments – All assessments levied by the Association shall be used exclusively to promote the health, safety, welfare, recreation and enjoyment of owners and residents on the property and for the improvement and

maintenance of the common areas and all Patio Homes situated upon the property as determined by the Association.

4.2 Lien of Assessments - DECLARANT, for each Unit owned within the property, hereby covenants and each owner of any Unit by acceptance of a deed therefor, whether or not it shall be expressed in such deed, shall be deemed to and does hereby covenant and agree to pay to the Association when due: (i) annual assessments or charges, and (ii) all special assessments for capital improvements, if any, levied against the Unit so owned or acquired. All such assessments to be established and collected as herein provided. All annual and special assessments, together with all interest, costs and reasonable attorney's fees incurred in connection with the collection thereof, shall be a lien and charge upon the Unit which lien shall be a continuing lien upon the Unit against which such assessment is made. Each such assessment, together with all interest, costs and reasonable attorney's fees incurred in connection with collection thereof shall also be personal obligations of the owner or owners of such Unit as of the date upon which the assessment became due. Personal obligations for delinquent assessments shall not pass to successors in title unless expressly agreed to and assumed by grantees in the instrument of conveyance.

4.3 Annual Assessment - The initial annual assessment shall be One Hundred Twenty-Five dollars (\$125.00) per undeveloped Unit, and for developed Units, the initial annual assessment shall be as follows, determined by the type and square footage of each Unit:

Salem and Nantucket Units with fifteen hundred fifty (1,550) square feet - One Thousand Three Hundred Eighty Dollars (\$1,380.00);

Nantucket Units with seventeen hundred fifty (1,750) square feet - One Thousand Four Hundred Forty Dollars (\$1,440.00);

New Englander Units with twenty-four hundred (2,400) square feet - Fifteen Hundred Dollars (\$1,500.00); and

Portsmouth Units with nineteen hundred seventy-four (1,974) square feet - One Thousand Six Hundred Twenty Dollars (\$1,620.00).

In addition, for each Unit, an additional annual assessment of One Hundred Eighty Dollars (\$180.00) shall be assessed and retained by Westwoods Homes Association in a special reserve fund. On and after January 1 of the year following the first conveyance of a Unit to an Owner other than Declarant, the annual assessments for developed and undeveloped Units may be increased not more than ten percent (10%) per annum over the annual assessment for such Unit for the preceding year without a vote of the

membership of the Association. Any increase in the annual assessment in excess of ten percent (10%) must be the affirmative vote of a majority of each class of members voting in person or by proxy at a meeting of the Association called for such purpose in accordance with the By-laws. The Board of Directors of the Association may fix the annual assessments for developed and for undeveloped Units each year at an amount not to exceed in excess of ten percent (10%) for the next previous year for each type of Unit. For purposes of this section, 4.3, the Unit shall be undeveloped until at such time as all initial permanent construction thereon have been completed at which time such Unit shall be designated a developed Unit.

- 4.4 Special Assessments – In addition to annual assessments, the Association may levy in any year a special assessment applicable to that year only for the purpose of discharging all costs of any construction, reconstruction, repair or replacement of any capital improvement in or upon the Common Area including land development, fixtures and personal property appurtenant thereto provided that such capital assessment shall receive the affirmative vote of a majority of each class of members voting in person or by proxy at a meeting duly called for such purpose.
- 4.5 Notice of Quorum for Action on Assessments – Written notice of all meetings of the Association for action authorized under paragraphs 4.3 and 4.4 shall be in accordance with the requirements and By-laws of the Association.
- 4.6 Uniform Assessments – All annual and special assessments shall be fixed at a uniform rate for all Units and may be collected annually, semi-annually, quarterly or monthly as the Association may determine.
- 4.7 Annual Assessments Due – All annual assessments provided herein shall commence as to all Units on the first day of the month following the conveyance of the first Unit in WESTWOODS to a Class A membership owner. The first annual assessment shall be pro rata based upon the number of whole months remaining in the calendar year. The amount of each annual assessment to be effective on and after January 1 of each year shall be determined by the Association on or before November 30 of the next preceding year and written notice of such determination shall be forwarded every owner subject thereto on or before December 30 of such year. Annual assessments shall be assessed effective January 1 of each year and due dates thereon shall be established by the Association. Upon written demand therefor, and payment of reasonable charge, the Association shall furnish a certificate executed by an officer of the Association stating whether all assessments due with respect to a particular Unit are paid. Failure on the part of the Association to comply with a proper written request for such information within thirty (30) days following receipt thereof

shall constitute the agreement of the Association to subordinate the lien of any such unpaid assessments to that of the person making such request.

- 4.8 Remedies for Non-Payment of Assessment – Any assessment not paid within thirty (30) days after the same shall become due shall be delinquent and shall bear interest from and after the due date at the rate of ten percent (10%) per annum applied to the full amount of the delinquency including prior interest. Interest shall be retroactive to the first day of the month in which the assessment was originally due. The Association may bring an action at law or in equity against the Owner personally obligated to pay such assessment, or may foreclose the lien therefor against said Owner's unit; and interest, costs, and reasonable attorneys fees for any such action shall be added to the amount of such assessment. A minimum fee of One Hundred Fifty Dollars (\$150.00) shall be levied by the Association if an Association lien for non-payment of dues, interest, costs, fees, or other charges authorized by this Declaration is filed. No Owner may waive or otherwise avoid liability for assessment provided for herein by non-use of the Common Area, non-participation in common maintenance, nor abandonment of his Unit.
- 4.9 Subordination of Assessment Lien – The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage now or hereafter placed upon any Unit subject to assessment pursuant hereto. Voluntary sale or transfer of any Unit shall not affect any then outstanding assessment lien. No voluntary sale or transfer shall relieve any Owner from liability for any assessment then due on such Owner's Unit or thereafter becoming due, and the grantee thereof shall be jointly and severally liable with the grantor for all unpaid assessments against such Unit. The liability of the grantee hereunder shall be without prejudice to the right of the grantee to recover any such amounts paid by grantee therefor from the grantor. In connection with any voluntary conveyance, the grantee shall be entitled, prior to closing, upon written request and payment of reasonable charge therefor, to a written statement from the Association setting forth the amount of all unpaid assessments against the subject Unit. Any grantee so requesting such information shall not be liable for nor shall any Unit so conveyed be subject to any lien for unpaid assessments in excess of the amount set forth in such written statement. The sale or transfer of any Unit pursuant to foreclosure (through power of sale or judicially) of any deed of trust or other encumbrance of any Unit (including transfer of title under threat of foreclosure for which publication of notice or a judicial proceeding has been commenced) shall extinguish the lien of such assessments with respect to all payments thereof which become due prior to such sale or transfer.
- 4.10 Exempt Property – All portions of the property now or hereafter dedicated to and accepted by any local authority and all portions of the property owned by a

charitable or non-profit organization exempt from taxation under the laws of the State of Missouri shall be exempt from all assessments created or provided for herein. Notwithstanding the foregoing, no property or improvement devoted to residential dwelling use shall be exempt from such assessments.

V. NON-COMMON AREA MAINTENANCE

- 5.1 Exterior maintenance provided by the Association for each Unit shall be limited to siding repair (1), periodic repainting and to the care of trees, grass, snow removal, and other improvements authorized by the Board of Directors and located upon the Unit of an Owner.

The Associations responsibility for exterior maintenance shall not include replacement of siding, foundations, walls, garage doors, awnings, patios, decks, gutters, down spouts, roofs, driveways or walkways. When a Unit requires a roof replaced, the Owner may choose between replacing the roof with either cedar shake wood shingles or the material approved, in writing, by the Architectural Control Committee.

- 5.2 In the event any Owner of any Unit shall fail to cooperate or shall obstruct the efforts of the Association in providing the exterior maintenance to be provided by it hereunder, the Association may enter upon such Unit and repair and maintain the same and charge the cost of such action as a part of the assessment to which such Unit is subject. The Association, its agents, servants and employees, shall have and hereby are granted an easement for ingress and egress over, across and upon any and all Units in WESTWOODS for the sole purpose of performing maintenance required to be performed by the Association hereunder.
- 5.3 It shall be the obligation of each Owner to maintain in good condition and repair the interior of all improvements located on his Unit and of all fixtures and equipment thereon such as, but not limited to, interior plumbing fixtures, interior electrical equipment, interior gas and water equipment, and all windows, screens and storm windows, if any, and kitchen and bathroom equipment. For purposes of maintenance, the term "interior" shall mean all parts of all improvements situate on any Unit within the exterior walls of a building but not limited to, plaster and drywall parts, wood, brick or tile (including carpeting) of floor surfaces, etc., and shall exclude all exterior surfaces except glass.

1. See "Maintenance Responsibilities" published 6-1-98 - Siding Repair as used herein is limited to caulking associated with periodic painting.

VI. REAL ESTATE TAXATION ASSESSMENTS

All real property taxes, assessments, and special assessments levied against the property by the State of Missouri, any political subdivision thereof, or any other lawful taxing authority, shall be assessed and levied separately upon each Unit and such assessments and levy shall include the value of each said Unit's proportionate share of the Common Area and the easement of access and enjoyment to the Common Area appurtenant and attributable to each such Unit, and not upon the property as a whole. No part of any such taxes shall be separately assessed or levied directly upon the Common Area or any part thereof.

VII. INSURANCE

7.1 Liability Insurance – The Association shall acquire, maintain, and pay for comprehensive public liability insurance covering all of the Common Area and insuring the Association in such amounts as the Association may determine from time to time. Each Owner of a Unit shall be responsible for obtaining and paying for his or her own personal liability insurance.

7.2 Hazard Insurance by Unit Owner – The Owner(s) of each Unit shall obtain and maintain at all times in full force and effect policies of fire, windstorm, and extended coverage insurance on the broadest terms available, including vandalism and malicious mischief insurance, insuring such Owner's respective Unit for the full replacement value thereof. Copies of such policies of insurance shall be deposited with the Association and the Association shall be satisfactorily assured at all times that all premiums for such insurance are paid in full. Such policies shall name the Association as an additional insured thereunder as its interests may appear, and all proceeds thereof shall be utilized solely for the repair and restoration of such damaged Unit. If insurance proceeds are insufficient to repair or restore such damaged Unit, the Owner shall be responsible for any such deficiency. If any Owner shall default in performance of this requirement of procuring insurance, then the Association may procure such insurance in the name of the Owner and the cost thereof shall be assessed as a special assessment against such Owner's Unit and collected as herein provided. It shall be the responsibility of each Owner of each Unit to also obtain his own hazard insurance on the contents of his own Unit, including his additions, improvements, decorations, furnishings and personal property therein and his personal property stored elsewhere. In addition to all other obligations and responsibilities herein set forth with respect to each Unit Owner, each such Owner shall not permit nor suffer anything to be done, kept or maintained in or upon his Unit which will operate to increase the insurance rates applicable to his

Unit or any Common Area or which will obstruct or interfere with the right of the Association or any Unit Owner to acquire insurance or which shall annoy any Unit Owner through reasonable notice or otherwise. Neither shall any Owner commit or permit any nuisance or illegal act in or upon his Unit or any Common Area.

- 7.3 Hazard and Other Insurance by the Association – The Association shall acquire, maintain and pay for fire, windstorm and extended coverage for all real and personal property included in the Common Areas owned or used by the Association for the full replacement value thereof. In the event of the failure of the Association to make timely payment of premiums for such hazard insurance or in the event of the lapse of any such policy, the Owners or their mortgagees may, jointly or singly, pay any such delinquent premiums or secure new hazard insurance coverage in the event of a lapse and shall, in such event, be entitled to immediate reimbursement therefor from the Association. The Association shall acquire, maintain, and pay for such additional and other insurance as it may from time to time determine is advisable including, without limitation, workmen's compensation insurance as may be required to comply with applicable law and employer's liability insurance insuring the Association and its Board of Directors and Officers. Any management company or other firm retained by the Association shall provide evidence of such insurance as a condition of retention.
- 7.4 Premiums and Policy Proceeds – All premiums for all policies of insurance acquired by the Association pursuant hereto or otherwise shall be included in calculating the annual assessment pursuant to this Declaration. No Unit Owner or its mortgagee shall have the right to require or to elect to apply any insurance proceeds from loss to real property to the reduction of any note secured by a deed of trust or any other evidence of debt on the damaged Unit and other damaged portions of the property, or to assert any right or claim to any portion of the insurance proceeds from an insured loss unless it be the excess of insurance proceeds over the replacement costs of the damaged Unit and other damaged portions of the property and then only after all damage is fully repaired and the Unit restored. In the event of a hazard loss to improvements within the Common Area and after the proceeds of the insurance are paid to the Association for such loss or damage, or arrangements for such payment have been made, said property shall be restored as nearly as practicable to its condition prior to the damage. The Association shall determine the amount of money required to rebuild or repair, and if there are insufficient funds in the hands of the Association to pay for such repairs, then a deficiency shall be supplied by the Association and such deficiency shall be borne by and assessed equally to all of the Owners of Units. If the insurance proceeds are sufficient for, or in excess of, the amount needed for said repairs, then the Association shall

have the damaged portion repaired and any surplus or excess shall be added to the Association's funds.

- 7.5 Repair and Restoration – Any and all repairs and restoration pursuant to damage or destruction from an insured peril must be substantially in harmony with plans and specifications for original construction or according to plans expressly approved by the Association prior to commencement of reconstruction and repair which such approval shall not be unreasonably withheld.

VIII. ARCHITECTURAL CONTROL

Architectural control for Westwoods shall be vested in the Architectural Control Committee of the Association as established in the By-laws. Such Committee shall establish reasonable standards regulating modification or changes to all exterior surfaces of improvements located on any Unit or Common Area and any change or alteration in the plans and specifications thereof including, but not limited to, the nature and kind of materials, shape, height, exterior colors, and location. Failure on the part of the Architectural Committee to act upon any written proposal submitted to and accepted by it in writing for consideration within a reasonable time shall authorize submission of such proposal directly to the Board of Directors of the Association for action. The Architectural Committee shall similarly review and make recommendations to the Board of the Association concerning all structures and improvements to be built, altered, modified or repaired situate on the Common Area, all land development configurations on the Common Area, all fences and enclosures of any type or nature whatsoever erected, placed or maintained in the common area.

- 8.1 No signs, billboards, unsightly objects, or nuisances shall be erected, placed, hung or displayed in any manner on any Unit, any part of the Common Area, or any public right-of-way adjoining any Unit or the Common Area, or in or on the improvements thereon, so as to be externally visible. PROVIDED FURTHER the Association may place identification signs for the property within the Common Area, and PROVIDED STILL FURTHER that standard residential real estate For Sale signs, with prior approval by the Association's Board of Directors for size and placement near a Unit being placed for sale, shall also be allowed between the hours of 9 a.m. Saturday and 7:00 p.m. on Sunday, and PROVIDED STILL FURTHER that exceptions to this article for non-commercial and non-political displays may be granted by action of the Board of Directors.
- 8.2 No awnings, storm sash or windows, canopy, shutter, radio or television antenna shall be affixed to or placed upon any improvements on any Unit or in the Common Area in such manner as to be externally visible without the prior written approval of the Association.

A fee will be charged by the Architectural Control Committee for any costs incurred by the Architectural Control Committee (i.e., costs for consulting services from architects, engineers, surveyors and attorneys, etc.). This fee shall be commensurate with the cost of the consulting service provided.

Installation of Television Satellite Dishes in respect to the placement and color must be reviewed and approved individually, in writing, in advance of such installation by the Architectural Control Committee of the Association.

- 8.3 No animals, livestock or poultry of any kind shall be raised, bred, or kept on or in any Unit or any part of the Common Area except that of domestic dogs, cats or other common household pets (not to exceed a total of two (2) pets per Unit) may be kept, provided that such pets are not kept, bed or maintained for any commercial purpose. All permitted household pets shall at all times be kept inside the Unit and enclosed patio area of any such Unit unless on leash.
- 8.4 No rubbish, trash, garbage or debris of an Owner or from a Unit shall be externally visible at any time except when placed outside for the purpose of being collected and removed in accordance with trash pick-up service utilized by the Association.
- 8.5 Except in the individual patio area appurtenant to an improvement constructed on a Unit as designated on DECLARANT'S plans for such improvement, no planting, transplanting or gardening shall be done, and no fences or wall shall be erected or maintained upon any Unit except as installed in accordance with the initial construction of the improvements or as approved by DECLARANT during construction and development of WESTWOODS, or the Association after the initial construction period. As used in these Declarations, the term "patio" shall mean the private space within a Unit which is adjacent to the improvements constructed thereon and located entirely within such Unit tract. All other areas, whether or not within a Unit Tract shall be maintained and deemed to be a part of the Common Area for the purpose of maintenance, care and regulation. Maintenance, upkeep and repairs of any patio shall be the sole responsibility of the Owner of such Unit and not in any manner the responsibility of the Association, provided that the exterior of any patio fence shall be maintained by the Association in the same uniform color as all other patio fences, unless the Association shall otherwise permit.
- 8.6 Except for usual and customary passenger automobiles and temporary maintenance or service vehicles, no trailers, trucks, house trailers, boats, boat trailers or racks, mobile homes, jeeps, or recreational vehicles of any type (even if temporarily inoperative or unlicensed) may be kept so as to be visible on any portion of the Property.

IX. ENFORCEMENT

DECLARANT and all present and future Owners of any Unit and all permanent occupants thereof shall at all times be subject to and shall comply with the provisions of this Declaration, the By-laws of the Association, and such rules and regulations as the Association may promulgate from time to time. Acceptance of any deed or other conveyance of any Unit shall constitute the agreement of the Owner or Owners thereof that the provisions of this Declaration, the By-laws of the Association and such rules and regulations as are promulgated by the Association from time to time are accepted and ratified by such Owner or Owners and all such provisions are and shall be deemed to be covenants running with the land and shall bind all persons at any time having an interest in such Unit with the same force and effect as though such provisions were expressly recited and stipulated in each and every deed or conveyance thereof. Either the Association, or any Owner shall have the right to enforce by any proceeding law or in equity, all covenants, conditions and restrictions applicable to WESTWOODS imposed by this Declaration. Failure of the Association or any Owner to enforce any covenant or restriction herein contained shall not be deemed to be a waiver of any right to so enforce the same at any time thereafter.

X. GENERAL

- 10.1 Public Utility Easements. To the extent easements or rights-of-ways for utility services are deemed necessary or desirable by Declarant during the construction of any phase of WESTWOODS, or by the Association at any and all times following transfer of title to any Common Area by Declarant to the Association, Declarant or the Association, as the case may be, shall have and is hereby reserved and granted the right at any time to locate, erect, construct, maintain, use or to authorize the location, erection, construction, maintenance, and use of gas mains and lines, electric and telephone lines, television antenna lines and any and all other utilities and services not herein granted to the City of Liberty, Missouri; and to give or grant easements or rights-of-way therefor over, under, upon, and through any portion of or all of any Common Area as may be reasonably necessary for the installation, maintenance, and repair of such easements without the consent of any record Owner or Owners of any Unit in WESTWOODS. There is hereby granted and created in favor of the City of Liberty, Missouri, a blanket utility/drainage easement for the location, erection, construction, maintenance, and use of drains, sanitary and storm sewers, water mains and lines, cable television lines, and any and all other utilities and services required by law to be provided by the City of Liberty, Missouri, over, under, upon, and through any portion or all of any Common areas as may be reasonably necessary for the installation, maintenance, and repair of such public utility

services without the consent of any record Owner or Owners of any Unit in WESTWOODS.

- 10.2 Easement for Right-of-Way. Notwithstanding any certified legal description of any Unit, any recorded Certificate of Survey of any Lot, the Development Plan, or Plat of the Property, in the event any portion of any Unit is not covered or occupied by improvements originally constructed thereon nor enclosed within any patio fence originally placed on such Unit by the original builder thereof, then all such portion of any Unit is and shall be subject to a continuing easement of right-of-way for the common use of all members of the Association, their families residing with them, their guests and invitees and such easement is hereby granted for such use.
- 10.3 Encroachments. In the event any portion of any improvement actually constructed upon any Unit shall at any time encroach upon any other Unit or upon any portion of the Common Area as shown on the Development Plan, a Certificate of Survey or the final Plat, an easement for such encroachment and for the maintenance of the same so long as such building, improvement or condition shall remain unaltered shall exist and is hereby granted for such purpose. Further, in the event of any deviation between placement of improvements as shown on the recorded Plat and Certificates of Survey and as actually constructed, the improvements as actually constructed and in place shall control and shall constitute the legally described Unit.
- 10.4 Condemnation. In the event of any taking of all or any portion of the Property through the lawful exercise of the power of eminent domain under Missouri law, the Association acting through its Board of Directors shall have authority to negotiate with such condemner with respect to any Common Area affected by said condemnation as representatives of all members thereof and may execute and deliver an appropriate conveyance in lieu of condemnation on behalf of the Association in connection with any negotiated settlement thereof. All proceeds and condemnation allocable to the taking of any Common Area whether received through negotiation, judgment or otherwise shall be allocated first to the repair, replacement, or restoration of the remaining Common Area and the balance, if any, shall be distributed pro rata among the Owners of remaining Units in WESTWOODS. No provision hereof shall impair or affect in any way the right of any owner of a Unit nor his mortgagee damaged or affected by the exercise of the power of eminent domain to seek and have just damages therefor.
- 10.5 Severability. The invalidity or partial invalidity of all or any portion of this Declaration shall not be deemed to impair or affect the validity, enforceability or effectiveness of the remainder thereof nor the individual contract rights of each Owner/Member of the Association, and, in such event, the remaining provisions of this Declaration shall continue in full force and effect.

- 10.6 Amendment. This Declaration may be amended and modified only upon the affirmative vote of not less than seventy-five percent (75%) in the aggregate of all members of each class of the Association entitled to vote and present in person or by proxy at any meeting duly held for such purpose in accordance with the By-laws except that no amendment or modification of this Declaration shall be valid or enforceable if contrary to applicable law. No such amendment or modification hereof shall be effective until the same has been recorded in the Office of the Recorder of Deeds of Clay County, Missouri.

IN WITNESS WHEREOF, DECLARANT, by and through its partners, has caused this Declaration to be executed the day and year first above written.

“DECLARANT”
WESTWOODS, A Missouri Partnership

By
Westland Industries, Inc.
A Missouri Corporation, Partner

Signed by Frank Miller
President

Signed by C. Gerald James
Partner

Signed by Mary Jane James
Partner

Signed by Daniel A. Triplett, M.D.
Partner

Signed by Patsy B. Triplett
Partner

STATE OF MISSOURI)
)
COUNTY OF CLAY) ss.

On this 18th day of September, 1979, before me, the undersigned, a Notary Public, personally appeared FRANK MILLER, who being by me duly sworn, did say that he is

the President of Westland Industries, Inc., a Missouri Corporation Partner in WESTWOODS, A Missouri Partnership, composed of Westland Industries, Inc., C. Gerald James, Mary Jane James, Daniel A. Triplett, and Patsy B. Triplett, Partners, and acknowledged that he executed the foregoing instrument and sealed it on behalf of said Corporation by authority of its Board of Directors and acknowledged said instrument to be the free act and deed of said Corporation.

Signed by Marie Huid
Notary Public

My Commission Expires 3-3-81

STATE OF MISSOURI)
)
COUNTY OF CLAY) ss.

On this 18th day of September, 1979, before me, the undersigned, a Notary Public, appeared WESTLAND INDUSTRIES, INC., a Missouri Corporation, through its President, Frank Miller, and C. Gerald James, Mary Jane James, Daniel A. Triplett, and Patsy B. Triplett, who, being by me duly sworn did say that they are all of the Partners of WESTWOODS, a Missouri Partnership, and acknowledged that each executed the foregoing instrument as the free act and deed of said Partnership.

Signed by Marie Huid
Notary Public

My Commission Expires: 3-3-81

HERETO ATTACHED MARKET EXHIBIT A-1 IS A TRUE COPY OF THE PLAT OF WESTWOODS FILED IN THE OFFICE OF THE RECORDER OF DEEDS OF CLAY COUNTY, MISSOURI, THE 22ND DAY OF MAY, 1979, AS DOCUMENT NO. D-90857, BOOK 18, PAGE 32.

ALSO ATTACHED HERETO MARKED EXHIBIT A-2 IS A TRUE COPY OF THE PRELIMINARY DEVELOPMENT PLAN BLOCK 1, TRACT A, WESTWOODS

AMENDMENT TO DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
WESTWOODS

THIS AMENDMENT to DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS-WESTWOODS, which DECLARATIONS were originally made the 18th day of September, 1979, and filed with the Recorder of Deeds, Clay County, Missouri, the 20th day of September, 1979, in Book 1369 at Page 778 is made and enacted pursuant to Section 10.6 of Article X thereof pertaining to Amendments effective on the 20th day of October, 1980.

WHEREAS, the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS-WESTWOODS is applicable to that certain real property and all improvements therein identified as:

Block 1, WESTWOODS, a Subdivision in the City
Of Liberty, Clay County, Missouri, as more particularly described on the
original DECLARATIONS recorded as aforesaid; and

WHEREAS, this AMENDMENT is and shall be applicable to said DECLARATIONS and all real property and improvements to which such DECLARATIONS apply.

NOW, THEREFORE, the undersigned hereby certifies that he is the duly elected secretary of the Westwoods Homes Association and that the following Resolution amending the WESTWOODS DECLARATIONS was, at a Special meeting of the members of the Association called and held in accordance with the By-laws of Westwoods Homes Association, duly adopted by the unanimous vote of all the Members of each class of the Association entitled to vote at such meeting at which quorum was present, to-wit:

RESOLVED, that the Declaration of Covenants, Conditions and Restrictions for Westwoods Dated September 18, 1979, and filed and recorded in the Office of the Recorder of Deeds of Clay County, Missouri, should be and hereby is amended only as follows: By striking the existing paragraph 4.3 of said Declarations and adding in place and stead thereof the following paragraph 4.3:

4.3 Annual Assessment – The initial annual assessment shall be One Hundred Twenty-Five Dollars (\$125.00) per undeveloped Unit, and for developed units, the initial assessment shall be as follows, determined by the type and square footage of each Unit:

Salem and Nantucket Units with fifteen hundred fifty (1,550) square feet – One Thousand Three Hundred Eighty Dollars (\$1,380.00);

Nantucket Units with seventeen hundred fifty (1,750) square feet – One thousand Four Hundred Forty Dollars (\$1,440.00);

New Englander Units with twenty-four hundred (2,400) square feet – Fifteen Hundred Dollars (\$1,500.00); and

Portsmouth Units with nineteen hundred seventy-four (1,974) square feet – One Thousand Six Hundred Twenty Dollars (\$1,620.00).

In addition, for each Unit, an additional annual assessment of One Hundred Eighty Dollars (\$180.00) shall be assessed and retained by Westwoods Homes Association in a special reserve fund. On and after January 1 of the year following the first conveyance of a Unit to an Owner other than Declarant, the annual assessments for developed and undeveloped Units may be increased not more than ten percent (10%) per annum over the annual assessment for such Unit for the preceding year without a vote of the membership of the Association. Any increase in the annual assessment in excess of ten percent (10%) must be the affirmative vote of a majority of each class of members voting in person or by proxy at a meeting of the Association called for such purpose in accordance with the By-laws. The Board of Directors of the Association may fix the annual assessments for developed and for undeveloped Units each year at an amount not to exceed in excess of ten percent (10%) for the next previous year for each type of Unit. For purposes of this section, 4.3, the Unit shall be undeveloped until at such time as all initial permanent construction thereon have been completed at which time such Unit shall be designated a developed Unit.

AND IT IS FURTHER RESOLVED, that the President and Secretary of the Association should be and hereby are authorized and directed to take such steps as may be necessary to cause such Amendment to be certified and filed in the Office of the Recorder of Deeds of Clay County, Missouri, without delay.

STATE OF MISSOURI)
) ss.
COUNTY OF CLAY)

On this 20th day of October, 1980, before me, the undersigned, a Notary Public, personally appeared FRANK MILLER, who being by me duly sworn, did say that he is the President of Westland Industries, Inc., a Missouri Corporation, Partner in Westwoods, a Missouri Partnership, composed of Westland Industries, Inc., C. Gerald James, Mary Jane James, Daniel A. Triplett, and Patsy B. Triplett, Partners, and acknowledged that he executed the foregoing instrument and sealed it on behalf of said

Corporation by authority of its Board of Directors and acknowledged said instrument to be the free act and deed of said Corporation.

Signed by Gordon G. Williams, Jr.
Notary Public

My Commission Expires: 3/5/84

STATE OF MISSOURI)
) ss.
COUNTY OF CLAY)

On this 20th day of October, 1980, before me, the undersigned, a Notary Public, appeared WESTLAND INDUSTRIES, INC., a Missouri Corporation, through its president, Frank Miller, and C. Gerald James, Mary Jane James, Daniel A. Triplett, and Patsy B. Triplett, who, being by me duly sworn, did say that they are all of the Partners in WESTWOODS, a Missouri Partnership, and acknowledged that each executed the foregoing instrument as the free act and deed of said Partnership.

Gordon G. Williams, Jr.
Notary Public

My Commission Expires: 3/5/84

I hereby certify that the original of such Resolution is on file in the Minutes Book of the Westwoods Homes Association.

IN WITNESS WHEREOF, the undersigned, for and on behalf on Westwoods Homes Association, Declarant, has caused this AMENDMENT TO DECLARATION to be executed the 20th day of October, 1980.

Signed by C. Gerald James
Secretary

STATE OF MISSOURI)
) ss.
COUNTY OF CLAY)

On this 20th day of October, 1980, before me, the undersigned, a Notary Public, personally appeared C. Gerald James, who being by me duly sworn, did say that he is the Secretary of Westwoods Homes Association, a Missouri Not-for-Profit Corporation, and that he executed the foregoing instrument and sealed it on behalf of said Corporation by authority of its members and acknowledged said instrument to be the free act and deed of said Corporation.

Gordon G. Williams, Jr.
Notary Public

My Commission Expires: 3/5/84

CONSENT TO AMENDMENT TO DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS,
WESTWOODS,
BY ORIGINAL DECLARANT

Now, on this 20th day of October, 1980, the original DECLARANT, Westwoods, a Missouri Partnership, consisting of Westland Industries, Inc., a Missouri Corporation, partner; C. Gerald James and Mary Jane James, husband and wife, partners; and Daniel A. Triplett and Patsy B. Triplett, husband and wife, partners, d/b/a/ Westwoods, do hereby consent, agree and join in the above and foregoing AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS - WESTWOODS, heretofore filed of record in the Office of the Recorder of Deeds of Clay County, Missouri, by Declarant with respect to all property herein and therein described.

IN WITNESS WHEREOF, the original Declarant, by and through its partners, has caused this Consent to Amendment to Declaration to be executed the day and year last above written.

WESTWOODS, A Missouri Partnership
By
Westland Industries, Inc.
A Missouri Corporation, Partner

Signed by Frank Miller
President

Signed by C. Gerald James
Partner

Signed by Mary Jane James
Partner

Signed by Daniel A. Triplett, M.D.
Partner

Signed by Patsy B. Triplett
Partner

AMENDMENT TO DECLARATIONS OF COVENANTS,
CONDITIONS AND RESTRICTIONS - WESTWOODS

THIS AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS - WESTWOODS, which DECLARATIONS were originally made the 18th day of September, 1979, and filed with the Office of the Recorder of Deeds, Clay County, Missouri, the 20th day of September, 1979, in Book 1369 at Page 778, is made and enacted pursuant to Section 10.6 of Article X thereof pertaining to Amendments effective on the 12th day of December, 1988.

WHEREAS, the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS - WESTWOODS is applicable to that certain real property and all improvements thereon identified as:

Block 1, WESTWOODS, a subdivision in the City of Liberty, Clay County, Missouri, as more particularly described on the original Declarations recorded as aforesaid; and

WESTWOODS, Fifth Plat, a subdivision in the City of Liberty, Clay County, Missouri; and

WESTWOODS, Sixth Plat, a subdivision in the City of Liberty, Clay County, Missouri; and

WHEREAS, this AMENDMENT is and shall be applicable to said DECLARATIONS and all real property and improvements to which said DECLARATIONS apply.

NOW, THEREFORE, the undersigned hereby certifies that she is the duly elected Secretary of Westwoods Homes Association and that the following Resolution amending the WESTWOODS DECLARATIONS was, at a special meeting of the members of the Association, called and held in accordance with the By-laws of Westwoods Homes Association, duly adopted by an affirmative vote of not less than seventy-five percent (75%) in aggregate of all the members of each class of the Association entitled to vote in person or by proxy, to-wit:

RESOLVED, that the Declaration of Covenants, Conditions and Restrictions for Westwoods dated September 18, 1979, and filed and recorded in the Office of the Recorder of Deeds of Clay County, Missouri, should be and hereby is amended as follows: That as of the effective date of this Amendment so as to not be retroactive and to protect the rights of Declarant up to the effective date of this Amendment, the existing paragraph 2.2 should be stricken from said Declarations and the following paragraph 2.2 should be added in its place and stead:

2.2 From and after the effective date of this Amendment, Declarant shall have no right to add any additional property to the property which is, on the effective date of this Amendment, known as Westwoods. As of the effective date of this Amendment, Westwoods shall consist of a maximum of seventy-nine (79) units.

I hereby certify that the original of such Resolution is on file in the Minutes Books of the Westwoods Homes Association.

IN WITNESS WHEREOF, the undersigned, for and on behalf of Westwoods Homes Association, Declarant, has caused this AMENDMENT TO DECLARATION to be executed the 16th day of December, 1988.

Signed by Janie M. Suskiewich
Secretary

STATE OF MISSOURI)
) ss.
COUNTY OF CLAY)

On this 16th day of December, 1988, before me, the undersigned, a Notary Public, personally appeared Janie M. Suskiewich, who being by me duly sworn, did say that she is the Secretary of Westwoods Homes Association, a Missouri Not-for-Profit Corporation, and that she executed the foregoing instrument and sealed it on behalf of said Corporation by authority of its members and acknowledged said instrument to be the free act and deed of said Corporation.

Signed by Ava B. Boucher
Notary Public

My Commission Expires: 5/23/90

AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS - WESTWOODS

THIS AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS - WESTWOODS, which DECLARATIONS were originally made the 18th day of September, 1979, and filed with the Recorder of Deeds, Clay County, Missouri, the 20th day of September, 1979, in Book 1369 at Page 778, is made and enacted pursuant to Section 10.6 of Article X thereof pertaining to Amendments effective on the 12th day of December, 1988.

WHEREAS, the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS - WESTWOODS is applicable to that certain real property and all improvements thereon identified as:

Block 1, WESTWOODS, a subdivision in the City of Liberty, Clay County, Missouri, as more particularly described on the original Declarations recorded as aforesaid; and

WESTWOODS, Fifth Plat, a subdivision in the City of Liberty, Clay County, Missouri; and

WESTWOODS, Sixth Plat, a subdivision in the City of Liberty, Clay County, Missouri; and

WHEREAS, the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS - WESTWOODS amended effective October 20th, 1980, by document filed with the Recorder of Deeds, Clay County, Missouri, on the 29th day of January, 1981, in Book 1418 at Page 388, and

WHEREAS, this AMENDMENT, supersedes, cancels, and takes the place of the aforesaid Amendment dated October 20th, 1980; and

WHEREAS, this AMENDMENT is and shall be applicable to said DECLARATIONS and all real property and improvements to which said DECLARATIONS apply.

NOW, THEREFORE, the undersigned hereby certifies that she is the duly elected Secretary of the Westwoods Homes Association and that the following Resolution amending the WESTWOODS DECLARATIONS and superseding the aforesaid Amendment to Declarations was, at a special meeting of the members of the Association, called and held in accordance with the By-laws of Westwoods Homes Association, duly adopted by an affirmative vote of not less than seventy-five percent

(75%) in aggregate of all the members of each class of the Association entitled to vote in person or by proxy, to-wit:

RESOLVED, that the Declaration of Covenants, Conditions and Restrictions for Westwoods dated September 18, 1979, and filed and recorded in the Office of the Recorder of Deeds of Clay County, Missouri, should be and hereby is amended only as follows: By striking the existing paragraph 4.3 of said Declarations and adding in place and stead thereof the following paragraph 4.3:

4.3 Annual Assessment – The initial annual assessment shall be One Hundred Twenty-Five Dollars (\$125.00) per undeveloped Unit, and for developed units, the initial assessment shall be as follows, determined by the type and square footage of each Unit:

Salem and Nantucket Units with fifteen hundred fifty (1,550) square feet – One Thousand Three Hundred Eighty Dollars (\$1,380.00);

Nantucket Units with seventeen hundred fifty (1,750) square feet – One Thousand Four Hundred Forty Dollars (\$1,440.00);

New Englander Units with twenty-four hundred (2,400) square feet – Fifteen Hundred Dollars (\$1,500.00); and

Portsmouth Units with nineteen hundred seventy-four (1,974) square feet – One Thousand Six Hundred Twenty Dollars (\$1,620.00).

In addition, for each Unit, an additional annual assessment of One Hundred Eighty Dollars (\$180.00) shall be assessed and retained by Westwoods Homes Association in a special reserve fund. On and after January 1 of the year following the first conveyance of a Unit to an Owner other than Declarant, the annual assessments for developed and undeveloped Units may be increased not more than ten percent (10%) per annum over the annual assessment for such Unit for the preceding year without a vote of the membership of the Association. Any increase in the annual assessment in excess of ten percent (10%) must be the affirmative vote of a majority of each class of members voting in person or by proxy at a meeting of the Association called for such purpose in accordance with the By-laws. The Board of Directors of the Association may fix the annual assessments for developed and for undeveloped Units each year at an amount not to exceed in excess of ten percent (10%) for the next previous year for each type of Unit. For purposes of this section, 4.3, the Unit shall be undeveloped until at such time as all initial permanent construction thereon have been completed at which time such Unit shall be designated a developed Unit.

AND IT IS FURTHER RESOLVED, that the President and Secretary of the Association shall be and hereby are authorized and directed to take such steps as may be necessary to cause such AMENDMENT to be certified and filed in the Office of Recorder of Deeds of Clay County, Missouri without delay.

I hereby certify that the original of such Resolution is on file in the Minutes Book of the Westwoods Homes Association.

IN WITNESS WHEREOF, the undersigned, for and on behalf of Westwoods Homes Association, Declarant, has caused this AMENDMENT TO DECLARATION to be executed the 16th day of December, 1988.

Signed by Janie M. Suskiewich
Secretary

STATE OF MISSOURI)
) ss.
COUNTY OF CLAY)

On this 16th day of December, 1988, before me, the undersigned, a Notary Public, personally appeared Janie M. Suskiewich, who being by me duly sworn, did say that she is the Secretary of Westwoods Homes Association, a Missouri Not-for-Profit Corporation, and that she executed the foregoing instrument and sealed it on behalf of said corporation by authority of its members and acknowledged said instrument to be the free act and deed of said Corporation.

Signed by Ava B. Boucher
Notary Public

My Commission Expires: 5/23/90

AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS - WESTWOODS

THIS AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS - WESTWOODS, which DECLARATIONS were originally made the 18th day of September, 1979, and filed with the Office of the Recorder of Deeds, Clay County, Missouri, the 20th day of September, 1979, in Book 1369 at Page 778, is made and enacted pursuant to Section 10.6 of Article X thereof pertaining to Amendments effective on the 12th day of December 1988.

WHEREAS, the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS - WESTWOODS is applicable to that certain real property and all improvements thereon identified as:

Block 1, WESTWOODS, a subdivision in the City of Liberty, Clay County, Missouri, as more particularly described on the original Declarations recorded as aforesaid; and

WESTWOODS, Fifth Plat, a subdivision in the City of Liberty, Clay County, Missouri; and

WESTWOODS, Sixth Plat, a subdivision in the City of Liberty, Clay County, Missouri; and

WHEREAS, this AMENDMENT is and shall be applicable to said DECLARATIONS and all real property and improvements to which said DECLARATIONS apply.

NOW, THEREFORE, the undersigned hereby certifies that she is the duly elected Secretary of the Westwoods Homes Association and that the following Resolution amending the WESTWOODS DECLARATIONS was, at a special meeting of the members of the Association, called and held in accordance with the By-laws of Westwoods Homes Association, duly adopted by the affirmative vote of not less than seventy-five percent (75%) in aggregate of all the members of each class of the Association entitled to vote in person or by proxy, to-wit:

RESOLVED, that the Declaration of Covenants, Conditions and Restrictions for Westwoods dated September 18, 1979, and filed and recorded in the Office of the Recorder of Deeds of Clay County, Missouri, should be and hereby is amended only as follows: By striking the existing paragraph 5.1 of said Declarations and adding in place and stead thereof the following paragraph 5.1:

- 5.1 Exterior maintenance provided by the Association for each Unit shall be limited to siding repair (2), periodic repainting and to the care of trees, grass, snow

removal, and other improvements authorized by the Board of Directors and located upon the Unit of an Owner.

The Associations responsibility for exterior maintenance shall not include replacement of siding, foundations, walls, garage doors, awnings, patios, decks, gutters, down spouts, roofs, driveways or walkways. When a Unit requires a roof replaced, the Owner may choose between replacing the roof with either cedar shake wood shingles or the material approved, in writing, by the Architectural Control Committee.

In the event maintenance or repair of any kind is required by reason of the willful, intentional or negligent action or non-action of an Owner, his family, guests or invitees, all costs of such maintenance or repair shall be added to the assessment to which the Unit or Units of such Owner is subject.

AND IT IS FURTHER RESOLVED, that the President and Secretary of the Association shall be and hereby are authorized and directed to take such steps as may be necessary to cause such AMENDMENT to be certified and filed in the Office of Recorder of Deeds, Clay County, Missouri without delay.

I hereby certify that the original of each Resolution is on file in the Minutes Book of the Westwoods Homes Association.

IN WITNESS WHEREOF, the undersigned, for and on behalf of Westwoods Homes Association, Declarant, has caused this AMENDMENT TO DECLARATION to be executed the 16th day of December, 1988.

Signed by Janie M. Suskiewich
Secretary

STATE OF MISSOURI)
) ss.
COUNTY OF CLAY)

On this 16th day of December, 1988, before me, the undersigned, a Notary Public, personally appeared Janie M. Suskiewich, who being by me duly sworn, did say that she is the Secretary of Westwoods Homes Association, a Missouri Not-for-Profit Corporation, and that she executed the foregoing instrument and sealed it on behalf of said corporation by authority of its members and acknowledged said instrument to be the free act and deed of said corporation.

2. See "Maintenance Responsibilities" published 6-1-98 - Siding repair as used herein is limited to caulking associated with periodic painting.

Signed by Ava B. Boucher
Notary Public

My Commission Expires: 5/23/90

AMENDMENT
TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS - WESTWOODS

THIS AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS - WESTWOODS, which DECLARATIONS were originally made on the 18th day of September, 1979, and filed with the Office of Recorder of Deeds, Clay County, Missouri, the 20th day of September, 1979, in Book 1369 at Page 778, is made and enacted pursuant to Section 10.6 of Article X thereof pertaining to these Amendments which shall be effective on the 17th day of May, 1995.

WHEREAS, the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS - WESTWOODS is applicable to that certain real property and all improvements thereon identified as:

Block 1, WESTWOODS, a subdivision in the City of Liberty, Clay County, Missouri, as more particularly described on the original Declarations recorded as aforesaid; and

WESTWOODS, Fifth Plat, a subdivision in the City of Liberty, Clay County, Missouri; and

WESTWOODS, Sixth Plat, a subdivision in the City of Liberty, Clay County, Missouri; and

WHEREAS, the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS - WESTWOODS were amended effective October 20, 1980, by document filed with the Office of Recorder of Deeds, Clay County, Missouri, on the 29th day of January, 1981, in Book 1418 at Page 388, and

WHEREAS, the Amendment to the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS - WESTWOODS, as amended on the 19th day of December, 1988, by document filed with the Office of Recorder of Deeds, Clay County, Missouri, on the 19th day of December, 1988, in Book 1885 at Page 637, and by document dated December 16, 1988, filed the 19th day of December, 1988, in Book 1885 at Page 639, and

WHEREAS, the Amendment to the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS - WESTWOODS, was amended effective December 16, 1988 in document filed with the Office of Recorder of Deeds, Clay County, Missouri, on the 20th day of December, 1988, in Book 1835 at Page 808, and

WHEREAS, this Amendment to the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS – WESTWOODS, is and shall be applicable to said DECLARATIONS and all property and improvements to which said DECLARATIONS apply.

NOW, THEREFORE, the undersigned hereby certifies that he is the duly elected Secretary of the Westwoods Homes Association and that the following Resolution amending the WESTWOODS DECLARATIONS and superseding the aforesaid Amendment to Declarations, was, at a special meeting of the members of the Association, called and held in accordance with the By-laws of Westwoods Homes Association on May 8, 1995, duly adopted by the affirmative vote of not less than seventy-five percent (75%) in aggregate of all the members of each class of the Association entitled to vote in person or by proxy, to-wit:

RESOLVED, that the Declaration of Covenants, Conditions and Restrictions for Westwoods dated September 18, 1979, and filed and recorded in the Office of the Recorder of Deeds, Clay County, Missouri, should be and hereby is amended only as follows: By striking out the existing paragraph 8.1 of said Declarations and adding in place and stead thereof the following paragraph 8.1:

8.1 No signs, billboards, unsightly objects, or nuisances shall be erected, placed, hung, or displaced in any manner on any Unit, any part of the Common Area, or any public right-of-way adjoining any Unit or the Common Area, or in or on the improvements thereon, so as to be externally visible. PROVIDED FURTHER the Association may place identification signs for the property within the Common Area, PROVIDED STILL FURTHER that a standard residential real estate For Sale sign shall also be allowed between the hours of 9:00 a.m. Saturday through 7 p.m. Sunday. PROVIDED STILL FURTHER that exceptions to this article for non-commercial and non-political displays may be granted by action of the Board of Directors.

AND IT IS FURTHER RESOLVED, that the President and Secretary of the Association shall be and hereby are authorized and directed to take such steps as may be necessary to cause such AMENDMENT to be certified and filed in the Office of the Recorder of Deeds, Clay County, Missouri, without delay.

I hereby certify that the original of such Resolution is on file in the Minute Book of Westwoods Homes Association.

IN WITNESS WHEREOF, the undersigned, for and on behalf of Westwoods Homes Association, Declarant, has caused this AMENDMENT OF DECLARATION to be executed this 17th day of May, 1995.

Signed by John W. Turk
Secretary

STATE OF MISSOURI)
) ss.
COUNTY OF CLAY)

On this 17th day of May, 1995, before me, the undersigned, a Notary Public, personally appeared John W. Turk, who being by me duly sworn, did say that he is the Secretary of Westwoods Homes Association, a Missouri Not-for-Profit Corporation, and that he executed the foregoing instrument and sealed it on behalf of said corporation by authority of its members and acknowledged said instrument to be the free act and deed of said Corporation.

Signed by Diana J. Funk
Notary Public

My Commission Expires: 3/12/96

AMENDMENT
TO THE DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS - WESTWOODS

THIS AMENDMENT TO DECLARATIONS OF COVENANTS, CONDITIONS AND RESTRICTIONS - WESTWOODS, which DECLARATIONS were originally made on the 18th day of September, 1979, and filed with the Office of Recorder of Deeds, Clay County, Missouri, the 20th day of September, 1979, in Book 1369 at Page 778, is made and enacted pursuant to Section 10.6 of Article X thereof pertaining to these Amendments which shall be effective on the 30th day of January, 1998.

WHEREAS, the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS - WESTWOODS is applicable to that certain real property and all improvements thereon identified as:

Block 1, WESTWOODS, a subdivision in the City of Liberty, Clay County, Missouri, as more particularly described on the original Declarations recorded as aforesaid; and

WESTWOODS, Fifth Plat, a subdivision in the City of Liberty, Clay County, Missouri; and

WESTWOODS, Sixth Plat, a subdivision in the City of Liberty, Clay County, Missouri; and

WHEREAS, the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS - WESTWOODS were amended effective October 20, 1980, by document filed with the Office of Recorder of Deeds, Clay County, Missouri, on the 29th day of January 1991, in Book 1418 at Page 388, and

WHEREAS, the Amendment to the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS - WESTWOODS, as amended on the 19th day of December, 1988 by document filed with the Office of Recorder of Deeds, Clay County, Missouri, on the 19th day of December, 1988, in Book 1885 at Page 637, and by document dated December 16, 1988, filed on the 19th day of December, 1988, in Book 1885 at Page 639, and

WHEREAS, the Amendment to the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS - WESTWOODS, was amended effective December 16, 1988, in Document filed with the Office of Recorder of Deeds, Clay County, Missouri, on the 20th day of December, 1988, in Book 1835 at Page 808, and

WHEREAS, the Amendment to the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS – WESTWOODS, was amended effective May 17, 1995, in document filed with the Office of Recorder of Deeds, Clay County, Missouri, on the 17th day of May, 1995, in Book 2448 at Page 294, and

WHEREAS, this Amendment to the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS – WESTWOODS, is and shall be applicable to said DECLARATIONS and all property and improvements to which said DECLARATIONS apply.

NOW, THEREFORE, the undersigned hereby certifies that he is the duly elected Secretary of the Westwoods Homes Association and that the following Resolutions amending the WESTWOODS DECLARATIONS and superseding the aforesaid Amendment to Declarations was, at a special meeting by the members of the Association, called and held in accordance with the By-laws of Westwoods Homes Association on May 13, 1996, duly adopted by an affirmative vote of not less than seventy-five percent (75%) in aggregate of all the members of each class of the Association entitled to vote in person or by proxy, to-wit:

RESOLVED, that the Declaration of Covenants, Conditions and Restrictions for Westwoods dated September 18, 1979, and filed and recorded in the Office of Recorder of Deeds, Clay County, Missouri, should be and hereby is amended only as follows: By striking out the existing paragraph 10.6 of said Declarations and adding in place and stead thereof the following paragraph 10.6:

10.6 Amendment. This Declaration may be amended and modified only upon the affirmative vote of not less than seventy-five percent (75%) in the aggregate of all members of each class of the Association entitled to vote and present in person or by proxy at any meeting duly held for such purpose in accordance with the By-laws except that no amendment or modification of this Declaration shall be valid or enforceable if contrary to applicable law. No such amendment or modification hereof shall be effective until the same has been recorded in the Office of Recorder of Deeds, Clay County, Missouri.

AND IT IS FURTHER RESOLVED, that the President and Secretary of the Association shall be and hereby are authorized and directed to take such steps as may be necessary to cause such AMENDMENT to be certified and filed in the Office of Recorder of Deeds, Clay County, Missouri, without delay.

I hereby certify that the original of such Resolution is on file in the Minute Books of Westwoods Homes Association.

IN WITNESS THEREOF, the undersigned, for and on behalf of Westwoods Homes Association, Declarant, has caused this AMENDMENT TO DECLARATION to be executed this 30th day of May, 1998.

Signed by John R. Jones
Secretary, Westwoods Homes Association

STATE OF MISSOURI)
) ss.
COUNTY OF CLAY)

On this 30th day of January, 1998, before me, the undersigned, a Notary Public, personally appeared John R. Jones, who being by me duly sworn, did say that he is the Secretary of Westwoods Homes Association, a Missouri Not-for-Profit Corporation, and that he executed the foregoing instrument and sealed it on behalf of said corporation by authority of its members and acknowledged said instrument to be the free act and deed of said Corporation.

Signed by Florence M. Porter
Notary Public

My Commission Expires:

April 28, 2001

Filed on Feb.2, 1998, at Book 2777, pages 123, 124, 125, Doc. No. N74903

SIXTH AMENDMENT
TO THE DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS - WESTWOODS

THIS AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS - WESTWOODS, (hereinafter referred to as the "DECLARATION"), which Declaration was originally made on the 17th day of September, 1979, and filed with the Office of Recorder of Deeds, Clay County, Missouri, the 20th day of September, 1979, in Book 1369 at Page 778, under Document No. D97813, is made and enacted pursuant to Section 10.6 of Article X thereof pertaining to these Amendments which shall be effective on the 11th day of May, 1998.

WHEREAS, the Declaration of Covenants, Conditions and Restrictions - Westwoods were amended effective October 20th, 1980, by document filed with the Office of Recorder of Deeds, Clay County, Missouri, on the 29th day of January, 1981, in Book 1418 at Page 387 under Document No. E20130 which Amendment was recorded on the 25th day of September, 1985, in Book 1634, at Page 426, under Document No. F16438;

WHEREAS, the Declaration was further amended on the 12th day of December, 1988, by the document filed with the Office of Recorder of Deeds, Clay County, Missouri, on the 19th day of December, 1988, in Book 1885 at Page 639, under Document No. G26640; and by document dated December 12, 1988, filed the 19th of December, 1988, in Book 1885 at Page 639, under Document No. G26641; and by document on the 20th day of December, 1988, in Book 1835 at Page 808, under Document No. G26721; and

WHEREAS, the Declaration was further amended effective May 17, 1995, in document filed with the Office of Recorder of Deeds, Clay County, Missouri, on the 17th day of May, 1995, in Book 2448, at Page 294, under Document No. M56481; and

WHEREAS, this Amendment to the Declaration is and shall be applicable to said Declaration and all property and improvements to which said Declaration, as amended, applies.

WHEREAS, this Amendment was adopted at a special meeting of the members of the Association, called and held in accordance with the By-laws of Westwoods Homes Association on May 11, 1998, and duly adopted by an affirmative vote of not less than seventy-five percent (75%) in aggregate of all the members of the Association entitled to vote in person or by proxy.

NOW, THEREFORE, the Declaration is hereby amended in accordance with the following Resolutions, to-wit:

RESOLVED, that the Declaration dated September 17, 1979 should be and is hereby amended as follows: Article V. Common Area Maintenance, Paragraph 4. (A) is deleted and the following provisions adopted:

- 4.8 Remedies for Nonpayment of Assessment. Any assessment not paid within thirty (30) days after the same shall become due shall be delinquent and shall bear interest from and after the due date at the rate of ten percent (10%) per annum applied to the full amount of the delinquency including prior interest. Interest shall be retroactive to the first day of the month in which the assessment was originally due. The Association may bring an action at law or in equity against the Owner personally obligated to pay such assessment, or may foreclose the lien therefor against said Owner's unit; and interest, costs and reasonable attorneys fees for any such action shall be added to the amount of such assessment. A minimum fee of One Hundred Fifty Dollars (\$150.00) shall be levied by the Association if an Association lien for nonpayment of dues, interest, costs, fees, or other charges authorized by this Declaration is filed. No Owner may waive or otherwise avoid liability for assessment provided for herein by non-use of the Common Area, non-participation in common maintenance, nor abandonment of this Unit.

RESOLVED FURTHER, that the Declaration should be and is hereby amended as follows: Article V. Non-Common Area Maintenance, Paragraph 5.1, as amended, on December 12, 1988, is deleted and the following provisions adopted:

- 5.1 Exterior maintenance provided by the Association for each Unit shall be limited to siding repair (2), periodic repainting and to the care of trees, grass, snow removal, and other improvements authorized by the Board of Directors and located upon the Unit of an Owner.

The Associations responsibility for exterior maintenance shall not include replacement of siding, foundations, walls, garage doors, awnings, patios, decks, gutters, down spouts, roofs, driveways or walkways. When a Unit requires a roof replaced, the Owner may choose between replacing the roof with either cedar shake wood shingles or the material approved, in writing, by the Architectural Control Committee.

In the event maintenance or repair of any kind is required by reason of the willful, intentional, or negligent action or non-action of an Owner, his family, guests, or invitees, all costs of such maintenance or repair shall be added to the assessment to which the Unit or Units of such Owner is subject.

2. See "Maintenance Responsibilities" published 6-1-98 - Siding repair as used herein is limited to caulking associated with periodic painting.

RESOLVED, FURTHER, that the Declaration should be and is hereby amended as follows: Article VIII. Architectural Control, Paragraph 8.2, is deleted and in lieu thereof, the following provisions adopted:

8.2 No awnings, storm sash or windows, canopy, shutter, radio, or television antenna shall be affixed to or placed upon any improvements on any Unit or in the Common Area in such manner as to be externally visible without the prior written approval of the Association.

A fee will be charged by the Architectural Control Committee for any costs incurred by the Architectural Control Committee (i.e., costs for consulting services from architects, engineers, surveyors, and attorneys, etc.). This fee shall be commensurate with the cost of the consulting service provided.

Installation of Television Satellite Dishes in respect to the placement and color must be reviewed and approved individually, in writing, in advance of such installation by the Architectural Control Committee of the Association.

IN WITNESS WHEREOF, the undersigned, for and on behalf of the Westwoods Homes Association members and in accordance with the Declaration has caused this Amendment to be executed this 23rd day of July, 1998.

WESTWOODS HOMES ASSOCIATION

Signed by Ellene Sander Whitmore
PRESIDENT

ATTEST:

Signed by John R. Jones
Secretary

Recorded: August 5, 1998, Book 2867, Page 446-449, Document No. P4396

MISSOURI ACKNOWLEDGEMENT - CORPORATE

STATE OF MISSOURI)
) ss.
COUNTY OF CLAY)

On this 23rd day of July, 1998, before me appeared Ellene Sander Whitmore, to me personally known, who being by me duly sworn, did say that she is the President of WESTWOODS HOMES ASSOCIATION, a Missouri Corporation, and that the foregoing instrument was signed in behalf of said corporation by authority of its Board of Directors, and said Ellene Sander Whitmore acknowledged said instrument to be the free act and deed of said Corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at my office in Clay County, Missouri, the day and year last above written.

Signed by Kathleen M. Lewis
Notary Public

My Commission Expires:

April 8, 2001