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AMENDED AND RESTATED

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

WOODBRIIDGE HOMES ASSOCIATION, INC. (Grantor) (Grantee: None)

Document Date: October 24, 2012

Legal Description: WOODBRIDGE FIRST PLAT, a subdivision in Kansas City, Jackson County, Missouri, as recorded in Book 33, at Page 32, and Resurvey of Tracts B, C, D and F thereof, as filed for record under Document No. K-185226 and recorded in Book K-413, Page 1370; and

WOODBRIIDGE SECOND PLAT, a subdivision in Kansas City, Jackson County, Missouri, as filed for record under Document No. K1 69262, and recorded in Book 33, Page 74; and

WOODBRIIDGE THIRD PLAT, a subdivision in Kansas City, Jackson County, Missouri, as filed for record under Document No. K365226, and recorded in Book 34, Page 74.

Document amending: Declaration dated April 3, 1969, and recorded on April 10, 1969, in the Office of the Recorder of Deeds of Jackson County, Missouri, as Document No. K-60118, filed in Book K-105, at Page 1514, et seq. and Amended and Restated Declaration of Covenants, Conditions and Restrictions - Woodbridge Homes Association dated June 16, 2001 and recorded on August 7, 2001 as Document No. 2001K0042951 (1-16).

**AMENDED AND
RESTATED DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
WOODBIDGE HOMES ASSOCIATION**

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**AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

WOODBRIIDGE HOMES ASSOCIATION

THIS AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WOODBRIDGE HOMES ASSOCIATION, INC. is made this 24th day of October, 2012, by the members of WOODBRIDGE Homes Association, Inc. (the "Association").

WHEREAS, by Declaration dated April 3, 1969, and filed on April 10, 1969, in the Office of the Recorder of Deeds of Jackson County, Missouri, as Document No. K-60118, filed in Book K-105, at Page 1514, et seq. ONG Building Corporation, a Missouri corporation, subjected the property described therein to certain restrictions, covenants and conditions; and

WHEREAS, the properties subjected to said Declaration were thereafter platted and are now legally described as follows:

WOODBRIIDGE FIRST PLAT, a subdivision in Kansas City, Jackson County, Missouri, as recorded in Book 33, at Page 32, and Resurvey of Tracts B, C, D and F thereof, as filed for record under Document No. K-185226 and recorded in Book K-413, Page 1370;
and

WOODBRIIDGE SECOND PLAT, a subdivision in Kansas City, Jackson County, Missouri, as filed for record under Document No. K1 69262, and recorded in Book 33, Page 74; and

WOODBRIIDGE THIRD PLAT, a subdivision in Kansas City, Jackson County, Missouri, as filed for record under Document No. K365226, and recorded in Book 34, Page 74.

WHEREAS, the said Declaration was amended by instrument dated as of February 21, 1990, and filed as Document No. K-914444, in Book No. 1998, Page 723, *et seq.*; and on August 7, 2001 and filed as Document No. 2001K0042931.

WHEREAS, the Declaration was amended and restated on June 16, 2001 which document was recorded at Book K 2001 at page 42951 in the office of the Recorder of Deeds of Jackson County, Missouri; and

WHEREAS, pursuant to Article X, Section 3 of the Amended and Restated Declaration, the Declaration may be amended at any time by an instrument approved by not less than 70 percent of lot owners; and

WHEREAS, the Board of Directors has proposed to amend and restate the Declaration to update the method of community governance, to establish a flexible and reasonable procedure to govern owners of residential units and rental property, and to further define the procedures for architectural review responsibilities among other things; and

WHEREAS, more than 70 percent of the total owners in the Association have consented to amend the Declaration by adopting the Amended and Restated Declaration of Woodbridge (“Amended and Restated Declaration”) as attached hereto; and

NOW, THEREFORE, the Declaration (as amended) is hereby amended by striking it and all amendments and exhibits thereto in their entirety and substituting in its place the following Amended and Restated Declaration.

WHEREAS, the undersigned association and owners hereby make this Amended and Restated Declaration now to replace the previous Declarations with the following; and

WHEREAS, the Association seeks to maintain the value and integrity of their community; and

WHEREAS, the undersigned owners of Units representing at least 10 percent of the Units in the Association have consented in writing to this Amended Declaration.

The WOODBRIDGE HOMES ASSOCIATION and undersigned owners hereby declares that all of the properties within the Woodbridge subdivisions as above described shall be held, sold, and conveyed subject to the following easements, restrictions, covenants and conditions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the real properties. These easements, covenants, restrictions and conditions shall run with the real property and shall be binding on all parties having or

acquiring any right, title or interest in the described properties or any part thereof, and shall inure to the benefit of each owner thereof

ARTICLE I.

DEFINITIONS

Section 1: "Association" shall mean and refer to Woodbridge Homes Association, its successors and assigns.

Section 2: "Properties" shall mean and refer to that certain real property within the Woodbridge subdivisions above described, and any additions thereto which may hereafter be brought within the jurisdiction of the Association.

Section 3: "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the members of the Association. A description of common property is attached as **Exhibit A**.

Section 4: "Lot" shall mean and refer to any numbered lot shown upon a recorded subdivision map of the Properties. "Lot" shall also mean and refer to any plot or parcel of land occupied by a single townhouse dwelling unit including garage and patio. "Tract" shall mean and refer to any tract of land designated by letter on a recorded subdivision map, and shall consist, wholly or in part, of Common Area and/or townhouse "lots."

Section 5: "Member" shall mean and refer to every person or entity who holds membership in the Association.

Section 6: "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 7. "Declarant" shall mean and refer to its successors and assigns.

Section 8: "Dwelling Unit" shall mean and refer to a building or portion thereof constructed for the occupancy of one family.

Section 9: "Building Line" shall mean and refer to the line marked "Building Line" as shown on a recorded subdivision map of the Properties, or any properly recorded modification thereof.

Section 10: "Outbuilding" shall mean and refer to an enclosed, covered structure not directly attached to the dwelling to which it serves, excluding garages servicing Dwelling Units within the Properties, and excluding such pergolas, purely ornamental structures and structures not over 3' in height for pet shelter, which may be approved by the Architectural Control Committee.

Section 11: "Street" shall mean and refer to any street, drive, boulevard, road, lane or terrace as shown on a recorded subdivision map of the Properties; and shall exclude driveways and parking courts located wholly within the Tracts.

ARTICLE II.

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants or record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for membership.

Section 2. Members shall be entitled to one vote for each Lot in which they hold the interest required for membership in the Association. When more than one person holds such interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Section 3. Special voting rights for members paying assessments for exterior maintenance. Monies collected by the Association for the specific purpose of maintaining the building exteriors of Dwelling Units and adjoining grounds shall be accounted for separately

and shall be specifically designated for those purposes, and these funds shall not be diverted to other uses. Only those members paying for such maintenance shall have a vote on matters pertaining thereto.

Section 4.

- (a) The affairs of the Association shall be conducted by the Board of Directors herein provided and in accordance with the Association Articles, this Declaration, and Association Bylaws. Each director shall be a person who is an Association Member. If a director shall cease to meet such qualifications during his or her term, he will thereupon cease to be a director and his place on the Board shall be deemed vacant.
- (b) The members of the Association shall have the power and right to appoint and remove the members of the Board as provided in the Articles and Bylaws.

Section 5. In order to be able to address specific matters relating to the administration, operation and development of, or other matters relating to, the Association, the Board shall be empowered to adopt, amend, or repeal such rules and regulations as it deems reasonable and appropriate (the "Rules"). The Rules may include the establishment of a system of fines and penalties enforceable as Special Assessments or otherwise. The Rules may not unreasonably or unlawfully discriminate among Owners and Members. A copy of the Rules as they may from time to time be adopted, amended, or repealed, or a notice setting forth the adoption, amendment, or repeal of specific portions of the Rules shall be delivered to each Member in the same manner established in this Declaration for the delivery of notices. Upon completion of the notice requirements, the Rules shall have the same force and effect as if they were set forth in and were part of this Declaration and shall be binding on the Owners and Members, and all other Persons having any interest in, or making any use of, the Association, whether, or not actually received thereby. The Association Rules, as adopted, amended, or repealed, shall be available at the principal office of the Association to each Owner, Member, or other Person reasonably entitled thereto, upon request. In the event of any conflict between any provision of the Association Rules and any provisions of this Declaration or the Association Articles or Bylaws, the provisions of the Association Rules shall be deemed to be superseded by the provisions of this Declaration or such Articles or Bylaws to the extent of any such conflict.

Section 6. To the fullest extent permitted by law, every director and every officer of the Association, and the Members of the Architectural Control Committee, shall be indemnified by the Association, and every other person serving as an employee, or direct agent of the Association, or on behalf of the Association as a Member of a committee or otherwise, may, in the discretion of the Board of the Association, be indemnified by the Association, against all expenses and liabilities, including attorneys' fees, reasonably incurred by or imposed upon him in connection with any proceeding or any settlement thereof to which he may be a party, or in which he may become involved, by reason of his being or having served in such capacity on behalf of the Association whether or not he is a director, an officer, or a Member of the Architectural Control Committee, or serving in such other specified capacity at the time such expenses are incurred; provided, however, that prior to agreeing to any such indemnification, the Board shall determine, in good faith, that such Officer, Director, Member of the Architectural Control Committee, or other Person, did not act, fail to act, or refuse to act willfully, or with gross negligence, or fraudulent or criminal intent in the performance of his duties. The foregoing rights of indemnification shall be in addition to and not exclusive of all other rights to which such Persons may be entitled at law or otherwise. Appropriate insurance may be obtained to cover any liability exposure created by virtue of the foregoing indemnification.

Section 7. To the fullest extent permitted by law, neither the directors or officers of the Association, any Architectural Control Committee Member, nor any other Members of committees of the Association shall be liable to any Member or any Owner, Occupant, or other Person for any damage, loss, or prejudice suffered or claimed on account of any decision, approval or disapproval of plans or specifications (whether or not defective), course of action, inaction, omission, error, negligence, or the like made in good faith and which any director, any officer or any Member such committees reasonably believed to be within the scope of his duties.

Section 8. The Association, at all times, shall keep, or cause to be kept, true and correct records of account on a cash basis, and shall have available for the inspection of all

Owners at reasonable times during regular business hours, books which shall specify in reasonable detail all expenses incurred and funds accumulated from Assessments or otherwise. These records of account shall itemize separate assessments and expenses for the assessments described in Article IV, Section 3.

Section 9. The Association shall, upon reasonable written request and during reasonable business hours, make available for inspection by each Owner and Association Member the books, records, and financial statements of the Association together with current copies, as amended from time to time, of this Declaration and the Association Articles, Bylaws and Rules, and Design Guidelines.

Section 10. Any powers, duties, and rights of the Association created pursuant hereto, or of the Board, as provided by law and herein, may be delegated to a managing agent under a management agreement; provided, however, that no such delegation shall relieve the Association of its obligation to perform any such delegated duty. Any agreement for professional management, or any other contract providing for services, shall not exceed a term of three years, which term may be renewed by agreement of the parties, during the last year of the contract, for successive periods not to exceed three years in length, and shall further provide for termination by either party with or without cause and without payment of a termination fee upon 90 days' prior written notice.

ARTICLE III.

PROPERTY RIGHTS

Section 1. Members' Easements of Enjoyment. Every Member shall have a right and easement of enjoyment in and to the Common Area and such easement shall be appurtenant to and shall pass with the title to every assessed Lot, subject to the following provisions:

- (a) The right of the Association to limit the number of guests of members.
- (b) The right of the Association to charge reasonable admission and other fees, to make reasonable rules and regulations including fining procedures, for the use of any recreational facility situated upon the Common Areas.
- (c) The right of the Association, in accordance with its Articles and Bylaws, to

borrow money for the purpose of improving the Common Area and facilities and, in aid thereof, to mortgage said property, and the rights of such mortgagee in said properties shall be subordinate to the rights of the homeowners hereunder.

- (d) The right of the Association to suspend the voting rights and right to use of the recreational facilities by a member for any period during which any assessment against his or her Lot remains unpaid including fines assessed for any infraction of its published rules and regulations.
- (e) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless approved by members entitled to cast two-thirds (2/3rds) of the votes of the membership has been recorded, agreeing to such dedication or transfer, and unless written notice of the proposed action is sent to every member not less than 30 days nor more than 60 days in advance.
- (f) The right of each member to exclusive parking privileges on all portions of a driveway which exclusively serves a garage or garages owned by that member.

Section 2. Delegation of Use. Any member may delegate, in accordance with the Bylaws, his or her right of enjoyment of the Common Area and facilities to the family members or the tenants of the member or to contract purchasers who reside in the property.

ARTICLE IV.

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation for Assessments. Each Owner of any Lot by acceptance of a deed there for, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to pay to the Association (1) annual assessments, dues or charges, and (2) special assessments for capital improvements; such assessments to be fixed, established, and collected from time to time as hereinafter provided. The annual and special assessments, together with interest thereon and costs of collection, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment,

together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due. The personal obligation shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the of the residents of the properties, maintenance and improvement of the properties, and for services and facilities devoted to such purposes and related to the use and enjoyment of the Common Areas and the homes situated on the properties.

Section 3. Basis and Classes of Annual Assessments. There shall be two classes of Annual Assessments as follows:

- (a) General - An annual general assessment per Dwelling Unit which shall be used for the maintenance and improvement and insurance of the Common Areas or common properties, services and facilities, and the general operating costs of the Homes Association.
- (b) Maintenance - An annual maintenance assessment per Dwelling Unit which shall be used solely for the exterior maintenance, services and facilities of those Dwelling Units, and the appurtenances thereto, located at I - 529 Woodbridge Lane and 200 - 206 E. 129th Terrace, Kansas City, Missouri. Such maintenance services are more particularly described in Article VII below.

Section 4. Special Assessments for Capitol Improvements. In addition to the annual assessments authorized above, the Association may levy in any assessment year, a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Area, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3rds) of the votes of the members who are voting in person or by proxy at an annual meeting or a meeting duly called for this purpose, written notice of which shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting setting forth the purpose of the meeting.

Section. 5. Uniform Rate of Assessment. Both annual and special assessments must

be fixed on a uniform rate for all members or properties of the same class as described in Section 3 of this Article. Collection may be on a monthly, bimonthly, or quarterly basis as determined by the Board of Directors; provided however, that the full amount of the annual or special assessment is a lien upon the properties from the time the first installment becomes due.

Section 6. Determination of Annual Assessments. The amount of the annual assessment against each Lot shall be fixed annually by the Board of Directors of the Woodbridge Homes Association, subject to the following limitation:

- (a) The annual assessment may be increased each year not more than five percent above the assessment for the previous year without a vote of the membership affected thereby.
- (b) The annual assessment may be increased more than five percent by the affirmative vote of two-thirds (2/3rds) of the Lot owners of each class of property (General and/or Maintenance) to be affected by the increase who are voting in person or by proxy at a meeting duly called for that purpose.

Written notice of the annual assessment and any special assessment shall be sent to every Owner at least 30 days in advance of each annual assessment period. The Association shall, upon demand at any time, furnish a certificate in writing signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A reasonable charge may be made by the Board for the issuance of such certificates. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 7. Quorum for Any Action Authorized under Sections 4 and 6. At a meeting called for the purpose of establishing any special assessment or increasing the annual assessment as provided in Sections 4 and 6 above, the presence at the meeting of members, or of proxies entitled to cast the votes of members, of 60 percent of the owners of the class(es) of properties (General and/or Maintenance) affected by the proposed assessment(s) shall constitute a quorum. If the required quorum is not present at the meeting called for such purpose, another meeting may be called, subject to 15 days written notice to all members,

and the required quorum at any such subsequent meeting shall be one-half of the required quorum for the original meeting date. No such subsequent meeting shall be held more than 60 days following the original meeting date.

Section 8. Effect of Nonpayment of Assessment; Remedies of the Association. Any assessments which are not paid when due shall be delinquent. If the assessment, or any installment thereof, is not paid within 30 days after the due date, the entire remaining balance of such assessment shall become immediately due and shall bear interest from the date of delinquency at the rate of ten percent per annum plus late charges. The Association may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against the property, and interest, costs, and reasonable costs of collection, including attorney's fees of any such action, shall be added to the amount of such assessment. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot. The Association may suspend all services and amenities required under this Declaration when an owner's assessments and dues remain unpaid.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any purchase-money mortgage or deed of trust. Sale or transfer of any Lot shall not affect the assessment lien, except as otherwise provided by Missouri statutes. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof;

Section 10. Wholly and Partially Exempt Property. The following property subject to this Declaration shall be exempt from the assessments created herein: (a) all properties dedicated to and accepted by a local public authority; (b) the Common Area; and (c) any properties owned by a charitable or non-profit organization exempt from taxation by the laws of the State of Missouri. Provided, however, that no land or improvements devoted, in whole or part, to dwelling use shall be exempt from full assessment.

ARTICLE V.

PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes upon the Properties and placed on the dividing line between the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the owners who make use of the wall in proportion to such use.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use, without prejudice, however, to the right of any such Owner to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provision of this Article, an Owner who, by his negligent or willful act, causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs With Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

ARTICLE VI.

ARCHITECTURAL CONTROL

Section 1. No building, fence, wall or other structure, nor any addition thereto or change or alteration thereto, shall be commenced, erected or maintained until plans and specifications, color scheme, plot plan and grading plan therefor, or other information which maybe required, shall have been submitted to the Architectural Control Committee for approval, and a copy thereof, as finally approved, lodged with such Architectural Control Committee. In passing upon such plans, specifications, and other requirements, the Architectural Control Committee may take into consideration the suitability of the proposed building or other structure and the materials of which it is to be built, to the site upon which it is proposed to erect the same, the harmony thereof with the surroundings and the effect of the building or other structure as planned, on the outlook from adjacent or neighboring property.

Section 2. The Architectural Control Committee shall be composed of Property Owners within Woodbridge and shall be appointed by the Board of Directors on an annual basis. The chairman of such Committee shall be a member of the Board of Directors.

Section 3. The Committee's approval or disapproval as required in this Article shall be in writing. In the event the Committee fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, approval will not be required and the related restrictions shall be deemed to have been fully complied with.

Section 4. The Directors may adopt Architectural Design Rules to guide the Committee's decisions.

ARTICLE VII.

EXTERIOR MAINTENANCE

Section 1. In addition to maintenance upon the Common Area, the Association shall provide exterior maintenance upon each Lot and Dwelling Unit which is subject to the Maintenance assessment as described and defined in Section 3, Article IV above, which exterior maintenance shall include: Paint (but not repair) exterior building surfaces, driveways, walkways outside individual courtyards, and parking courts. Provided, however,

that such maintenance shall not require the Association to make any repairs necessitated by actions or omissions of Dwelling Unit owners, or to make any alterations of the original surface drainage as designed and constructed by the original developer of the subdivision. Maintenance will include care of lawns, grass, trees and shrubs, but shall not include the replacement of trees and shrubs. Such exterior maintenance shall not include roofs, glass surfaces, patios, decks, balconies or siding replacement. The Association may remove snow, but not ice, after accumulation of snow has exceeded three inches and the snow has stopped. A summary of the Association's responsibilities for maintenance and repairs to these homes is attached as **Exhibit B**.

Section 2. In the event that the need for maintenance or repair is caused through the willful or negligent act of the Owner, his or her family, guests or invitees, the cost of such maintenance or repairs shall be added to and become a part of the assessment to which such Lot is subject. In the event that the need for maintenance or repair is caused through the willful or negligent act of the Owner of an adjoining or adjacent Dwelling Unit, his or her family, guests or invitees, the cost of such maintenance or repairs shall be added to and become a part of the assessment to the Owner of such adjacent Dwelling Unit.

Section 3. The Association shall not be responsible for the replacement or repair of any of the roofs of the Dwelling Units and the repair or replacement of the roofs shall be the sole responsibility of the owners of the Dwelling Units, subject to the following conditions:

- (a) In order to preserve the uniformity of decor and the common façade of the properties within Woodbridge, no roof replacement shall be made until such replacement proposal has been submitted to and approved by the Architectural Control Committee. The Committee shall not be required to approve any proposal which does not include all of the Dwelling Units within a building structure including multiple Dwelling Units. If less than all of the owners of the Dwelling Units within such building structure join in an application for roof replacement, the committee may make a recommendation to the Board of Directors that the application be approved; or, that all roofs on the concerned building be replaced.
- (b) In the event that less than all of the Owners of the Dwelling Units within the building structure agree and join in the application to replace the roofs, and in the event the Committee or Board approves such application conditioned upon the replacement of all roofs, then in that event, those Owners not joining in the application shall be subject to an additional assessment in an amount equal to

the cost of replacing the roof upon his or her Dwelling Unit. Such assessment shall be a lien upon the property and the personal obligation of the owner in the same manner as the lien for-maintenance assessment-as -established under-Article IV, Section 1, and said lien shall be collectible and enforceable in the same manner.

- (c) In the event the assessment for the roof replacement remains delinquent for a period of 15 days following the date of its assessment, then in that event the remaining owners of the Dwelling Units within the building shall have the right to advance to the Association the necessary funds to accomplish the replacement. Upon collection and enforcement of the lien, said Owners who have contributed shall be entitled to repayment from the Association. The Owners contributing shall not in any event, however, obtain any right against the Association for repayment of such amounts excepting to the extent that the lien created hereunder for the replacement cost is enforced and collected by the Association.

ARTICLE VIII.

USE RESTRICTIONS

Section 1. No noxious or offensive trade, business or activity shall be carried on or within any Lot or building, nor shall anything be done thereon or therein which may be or become an annoyance, nuisance or hazard to the neighborhood.

Section 2. No trailer, basement, tent, shack, garage, barn or other outbuilding in the subdivision shall at any time be used as a residence temporarily or permanently, nor shall any residence of a temporary character be permitted.

Section 3. No structure shall be moved onto any Lot or tract in the subdivision unless it meets with the written approval of the Architectural Control Committee.

Section 4. No outbuilding or detached garage shall be permitted on any lot or tract in the subdivision.

Section 5. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of street lines or, in the case of a round property corner, from the intersection of street property lines extended. The same sight

line limitations shall apply on any lot within ten feet from the intersection of the street property line with- the edge of a driveway or alley pavement. No trees shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

Section 6. The construction erection or maintenance of signs, billboards or advertising structures of any kind on any Lot is prohibited except for the following: One sign or billboard advertising the sale of property shown on the recorded plats of Woodbridge is permitted, provided it does not exceed six square feet in size.

Section 7. No tank for the storage of oil or other fluids may be maintained on any Lot or tract above or below the surface of the ground.

Section 8. No pergola or any detached structure for purely ornamental purposes may be erected or maintained on any lot nearer a front or side street than the building line, without the written consent of the Architectural Control Committee.

Section 9. No animals, livestock or poultry of any kind shall be raised, bred, or kept on or about any lot, except that dogs, cats or other household pets may be kept within the Owner's Dwelling Unit and, if outside the Owner's Unit, shall be on a leash and under the immediate control of the Owner. However, no animals, including dogs, cats or other household pets may be kept, bred or maintained for any commercial purpose.

Section 10. No trash, ashes or other refuse may be thrown or dumped on any lot or tract within the subdivision.

Section 11. No radio or television aerial wire, antennae or satellite dish exceeding 39.37 inches in diameter shall be erected or maintained more than five feet higher than the roof of any structure, nor in front of the building line, and shall be subject to approval of the Architectural Control Committee.

Section 12. No building material of any kind or character shall be placed or stored upon any lot or tract until the owner thereof is ready to commence improvements and then the material shall be placed within the property lines of the lot or tract upon which the improvements are to be erected, and shall not be placed in the streets or between the curb and property line.

Section 13. No disabled, inoperable or unlicensed motor vehicle shall be stored upon any lot or tract or private driveway for a period of more than 48 hours. The common areas, including drives and parking bays, shall not be used for storage of automobiles, trucks, trailers, boats, recreational vehicles, or inoperable or unlicensed vehicles of any type, for periods exceeding 48 hours. The parking courts in the maintenance provided portion of the subdivision are intended for use by visitors and guests, not for overnight use by homeowners. Owners vehicles may be subject to towing at owner's expense. The Board may adopt additional rules and regulations to regulate parking.

ARTICLE IX.

EASEMENTS

No building, planting or other structure shall be erected or maintained on any part of any area indicated on the plats as "easement" which may damage or interfere with the installation and maintenance of utilities, or which may change the direction or flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The owners of lots may erect and maintain a fence, wall or hedge along the property line within such easements, but subject at all times to the prior right to use such area for public or quasi-public purposes. The easement area of the lot shall be maintained continuously by the lot owner, except for improvements publicly maintained.

The right is reserved to locate, construct, erect and maintain, or cause to be located, constructed, erected and maintained within the area indicated on the plats as "easement" sewer and other pipe lines, conduits, poles, wires, anchors and any other method or means of conducting or performing any public or quasi-public utility or function, on, above, or beneath the surface of the ground, and to repair and maintain the same.

ARTICLE X.

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any owner to enforce any covenants or restriction herein shall in no event be deemed a waiver of the right to do so thereafter. To the maximum extent permitted by law, if the Association files court action to enforce this Declaration, it shall be entitled to receive from the breaching party, the actual legal fees, costs and expenses incurred by the Association with respect to such action.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall not affect any other provision, which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of 20 years from the date the Declaration is recorded after which time said covenants shall be automatically extended for successive periods of ten years. The covenants and restrictions of this Amended and Restated Declaration may be amended by an instrument approved by not less than 70 percent of the Lot Owners. Any amendment must be properly recorded.

Section 4. Safety and Security. Each Owner and occupant of a Dwelling Unit, and their respective guests and invitees shall be responsible for their own personal safety and the security of their property in Woodbridge. The Association may, but shall not be obligated to, maintain or support certain activities within Woodbridge designed to enhance the level of safety or security which each person provides for himself and his property. The Association shall not in any way be considered an insurer or guarantor of security within Woodbridge, nor shall it be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken. No representation or warranty is made that any systems or measures, including any mechanism or system for limiting access to Woodbridge, cannot be compromised or circumvented, nor that any such systems or security measures

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undertaken will in all cases prevent loss or provide the detection or protection for which the system is designed or intended. Each Owner acknowledges, understands and shall be responsible for informing its tenants and all occupants of its Dwelling Unit that the Association, its Board and committees, are not guarantors of security or safety and that each Person using Woodbridge assumes all risks of personal injury and loss or damage to property, including Dwelling Units and the contents of Dwelling Units, resulting from acts of third parties.

IN WITNESS WHEREOF, the undersigned, pursuant to the approval of 70 percent of the Lot Owners, has executed this Amended and Restated Declaration of Covenants and Restrictions, effective on Oct. 27, 2012.

WOODBIDGE HOMES ASSOCIATION, INC.,

A Missouri not-for-profit corporation

By: *Ricky L Mayer*
Name: RICKY L MAYER
President

By: *Sarah Romaine Phillips*
Name: Sarah Romaine Phillips
Secretary

STATE OF MISSOURI)
) SS
COUNTY OF JACKSON)

On this 27 day of OCT, 2012, before me personally appeared RICKY L. MAYER and SARAH ROMAYNE PHILLIPS, to me known to be the President and Secretary, respectively, of Woodbridge Homes Association, Inc., the corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purpose therein mentioned, and on such stated that he was authorized to execute the said instrument.

WITNESS my hand and official seal hereto attached the day and year in this certificate above written.

Mary M. Weidmaier
Notary Public

My commission expires: 4-21-16



EXHIBIT "A"
Amended Declarations
Common Areas

The Common Area of the Woodbridge subdivision, subject to maintenance by the Woodbridge Homes Association, Inc., from the annual general maintenance assessments collected from each Dwelling Unit shall, include the following:

1. All property owned by the Association for common use and enjoyment as shown on the recorded plat of the Properties, and
2. The island, and the monument constructed thereon, located generally on Woodbridge Lane at the intersection of Woodbridge Lane and Wornall Road, and
3. The property and monument constructed thereon, located on Lot 43 and Lot 1, generally at the intersection of Woodbridge Lane and Wornall Road, encompassing an area of fifteen (15) feet by fifteen (15) feet in the southeast corner of Lot 43 and an area of fifteen (15) by fifteen (15) feet in the northeast corner of Lot 1, and as and may be identified on the Woodbridge First Plat, Lots 1 through 43, inclusive and Tracts A, B, C, D, E, F and G, recorded on May 21, 1969 as Document No 1969K0049809, as the "Entrance Easements", and
4. An area on Lot 8D, as identified on the Resurvey of Tracts "B", "C", "D", & "F", Woodbridge First Plat, recorded on December 2, 1969 as Document No. 1969K0067427, generally located at a point of beginning twenty-five (25) feet east of the right-of-way line of Wornall Road and twenty-five (25) feet north of the right-of-way line of Woodbridge Lane thence continuing east a distance of forty-two (42) feet, thence continuing north a distance of fifteen (15) feet, thence continuing west a distance of forty-two (42) feet, thence continuing south a distance of fifteen (15) feet to the point of beginning, and
5. An area of Lot 9C, as identified on the Resurvey of Tracts "B", "C", "D", & "F", Woodbridge First Plat, recorded on December 2, 1969 as Document 1969K0067427, generally located at a point of beginning twenty-five (25) feet east of right-of-way line of Wornall Road and twenty-five (25) feet south of the right-of-way line of Woodbridge Lane thence continuing east a distance of thirty-seven (37) feet, thence continuing south a distance of twenty-five (25) feet, thence continuing west a distance of thirty-seven (37) feet, thence continuing north a distance of twenty-five (25) feet to the point of beginning

Exhibit "B"
WOODBIDGE HOMES ASSOCIATION
Maintenance Responsibilities
For Dwelling Units at
1-529 Woodbridge Lane
200-206 E. 129th Terrace

<u>Maintenance Item</u>	<u>Extent of Responsibility</u>	<u>Responsible Party</u>
Roofing/Flashing	All	Owner
Gutters/Downspouts	Maintain/Replace	Owner
Exterior Wall Surfaces		
Wood/Composition*	Paint	Association
Stucco	Routine Paint/Seal	Association
	Replace	Owner
Street Numbers	All	Owner
Exterior Chimney		
Wood/Composition/Stucco*	Paint	Association
	Replace	Owner
Masonry	Seal/Repair	Owner
	Replace	Owner
Windows (Exterior)*	Paint/Caulk(exterior only)	Association
Windows (Glass)	All (including cleaning)	Owner
Window Structure	Repair/Replace	Owner
Exterior Doors (All)	Paint/Caulk (exterior only)	Association
	Repair/Replace	Owner
Foundation	All	Owner
Utility Lines		
Electric/Gas/Water	Residence to Meter	Owner
	Meter to Main	Utility Company
Sewer	Residence to Main	Owner
	Main	Utility Company
Driveways	Replace	Association
Garage Doors	Replace	Owner
	Paint Exterior	Association
Parking/Private Streets/Cul de sacs	All	Association

Exhibit "B"
WOODBIDGE HOMES ASSOCIATION
Maintenance Responsibilities
For Dwelling Units at
1-529 Woodbridge Lane
200-206 E. 129th Terrace

<u>Maintenance Item</u>	<u>Extent of Responsibility</u>	<u>Responsible Party</u>
Patio Slabs/Decks/Privacy Screens Porches, Stoops, Balconies	All	Owner
Sidewalks Public Use	All	Association
Grass Areas/Trees Inside Privacy Outside Privacy	All Maintenance	Owner Association
Shrubs Foundation Plants-Front Only Sides/Back Common Areas	Maintenance (Trim only) Replace All All	Association Owner Owner Association
Fences Privacy/Party	All	Owner
Storm Water Clubhouse/Parking Lot	General/Association	General/Association
Storm Water Maintenance/Streets/Drives	Maintenance/Association	Maintenance/Association
Storm Water Residence (Homes)	Owner	Owner

All maintenance items noted "Association" will be performed by the Association except for the following: (1) item is determined by the Association, and verified by an independent expert selected by Association, to be economically and/or physically infeasible to maintain or repair; or (2) problems are a result of owner negligence or damage. In either such instance, the owner will be responsible for repair/replacement at owner's expense.

This chart is intended to summarize the responsibilities of unit owners at Woodbridge Homes Association for maintenance, replacement and repair or improvement. In the event of any discrepancies between this summary and the Association's Declaration and Bylaws, this Summary should not have priority.

* Except when windows, doors or other Owner replacements are made.