

ARCHITECTURAL AND ENVIRONMENTAL CONTROL

Kerrington Woods has been established as a planned residential development within the City of Independence and County of Jackson, Missouri. All covenants as described in this Article shall apply to each improved Lot or Living Unit within The Properties and are intended to insure compliance with those requirements and the general purposes and objectives upon which such planned residential development has been founded.

This Declaration of Covenants and Restrictions of Kerrington Woods Homes Associates (Declaration) provides for an Architectural Control Committee ("ACC") to act for the Board to the extent set forth in the Declaration or as otherwise authorized from time to time by the Board. All rules and guidelines of the ACC shall be set by the Board or pursuant to the Declaration, and shall be published and distributed to the Members. The Board reserves the rights, to amend, supplement or repeal these Rules, Guidelines, Policies and Procedures, subject to any limitations placed on the Board in the Declaration or by law.

Unless otherwise indicated, terms used in these Rules, Guidelines, Policies and Procedures shall have the meaning set forth in the Declaration. Additional definitions contained within any individual Rule, Guideline, Policy or Procedure may be applicable to other Rules, Guidelines, Policies or Procedures. "Streets" shall refer to the streets in and around Kerrington Woods, which adjoin any side of a Property. "Sidewalk" shall refer to the sidewalks in and around Kerrington Woods, which adjoin the front, rear, or side of a Property. "Perimeter" shall refer to the boundaries of the Association, as described in Article ____, Item ____ of the Declaration. "Building" shall refer to any improvements, which have been constructed on any Property.

No improvements, alterations, repairs, excavations, changes in grade, or other work that in any way alters any Lot, or house, shall be made or done without prior written approval from the Board of Directors. No residence, building, fence, wall, patio, deck, pool, dog pen, etc..... shall be commenced, erected, maintained, improved, altered, made, or done on any Lot, or on any Common Area, without written approval from the ACC/Board of Directors.

Declaration hereby establishes and reserves to itself, and hereby grants to the Association, an easement over, under and across all of the Lots for the purposes of executing any of the powers, rights or duties granted to or imposed upon the association by the terms of this Declaration, its Articles of Incorporation, or its Bylaws.

Structures which exist on the Common Area may require repair (more than 50% of the structure is damaged) and/or replacement. Such repair and/or replacement requires the submission of the Request Form and the approval of the Board of Directors and shall conform to the following conditions:

- 1) the dimensions shall remain the same as the existing structure,
- 2) and the materials shall be of equal or better quality

Perimeter: No unfixed personal property, including but not limited to implements, tools, machinery, bicycles, toys, trash, trash receptacles, litter, junk, boxes, containers, bottles, cans, implements, tools, machinery, building materials, firewood, or landscaping material of any type, and other such items, may be placed, stored, maintained or may not be allowed to accumulate or remain in locations that are visible from the Interior Streets that border the fronts of Properties or against the Perimeter, except as is necessary during a period of approved construction.

Review by Committee: From and after the conveyance of any improved Lot or Living Unit by a Builder, or sale by previous owner, or any entity, no building, fence, wall or other structure or landscaping of any kind shall be commenced, erected or maintained thereon.

Nor shall any exterior addition to, removal of all or any part thereof, or exterior change or alteration in any improvement thereon be made until the plans and specifications showing the nature, kind, shape, height, materials, colors and location of the same shall have been submitted to and approved in writing.

It is expressly agreed that the ACC/Board of Directors, shall have control over completed homes whose owners are members of the Association at or after the recording of the Declaration of Covenant and restrictions, Bylaws;

The Owners thereof become subject to this Declaration and become members of the Association; at such time, said Lots or Living Units will then become subject to the control of the Architectural Control Committee/Board of Directors.

The ACC/Board of Directors is authorized where it deems appropriate to charge a review fee for any submission to defray the costs of review it conducts or authorizes.

Review of homeowner project requests: Upon receipt of a written request, the ACC will discuss at next ACC meeting or over the phone if appropriate. We will evaluate the request to ensure compliance with the KW Covenants and Restrictions. If necessary, to ensure our understanding of the project, we will visit the specific lot. All requests will be voted upon and communicated to the requesting homeowner within 45 days as prescribed by the KW Covenants and Restrictions

Approve or Reject project request: After review, the approval process will require a simple majority of voting members. All votes will require a vote of at least three members of the ACC. When approved, requesting homeowner will be notified in writing and by phone of the ACC decision. If other conditions are required for the ACC approval, those conditions must be written on the request form and given to the homeowner. If the request is not approved, a written explanation (on Request Form) will also be provided to the homeowner and the Board of Directors. In addition to communicating the rejection of the request, we will provide the requesting homeowner with a written copy of the appeal process.

In the event said ACC/Board of Directors shall fail to approve or disapprove such design, materials, colors, any and all request within thirty (30) days after all required plans and

specifications have been submitted to it (and fees, if required, have been paid), approval will not be required and this Section will be deemed to have been fully complied with.

The ACC/Board of Directors is authorized where it deems appropriate to charge a review fee for any submission to defray the costs of review it conducts or authorizes.

Building and Materials and Construction: It is the intent of this Declaration that all buildings and structures within The Properties shall be constructed of attractive exterior materials of high quality.

In its review of submissions the ACC/Board of Directors shall evaluate the construction standards and building materials for all proposed construction to insure that they are in conformance with the general objectives of the project as enumerated herein, and all other restrictions as to construction and design applicable to The Properties.

Accessory buildings, enclosures, appurtenant structures to, or extrusions from any building or structure shall be of similar or compatible materials, design and construction. Exterior finishes once approved shall not be altered with the express consent.

In reviewing proposed improvements and modifications, the Committee shall employ the following criteria:

- a. the harmony of the external design and location with surrounding structures and topography;
- b. the current and future property values of the subdivision;
- c. and compatibility with other improvements in the community. The Committee shall use reason and good faith in the exercise of its judgment.

Land and Landscaping Maintenance: Each Property must at all times be kept in a clean, not unsightly and kept in a well-maintained condition. Each Owner shall maintain and keep his Lot or Living Unit (including all areas or facilities exclusively reserved for such Lot or Living Unit) in good order and repair (except for such repairs and maintenance as are the responsibilities of the Association), and shall do nothing which will prejudice the structural integrity or increase the rate of insurance on the improvements or which would be in violation of law.

Trash cans, firewood stacks any and all other unsightly materials must be neatly stored.

Coverage of properties, Vacant Property: The Association shall have the right to care for vacant and unimproved property, and may do all things necessary or desirable in the opinion of the Architectural Control Committee/Board of Directors to keep such property in neat and good order, all at the cost and expense of the Owner. In the event of the occurrence of fire or other casualty to a Living Unit(s), the Association shall have the right to remove all debris from the Lot(s) and/or Living Unit(s) as it deems necessary or desirable, at the cost and expense of the Owner.

All costs and expenses incurred by the Association hereunder shall be paid to the Association upon demand and if not paid within ten (10) days thereof then they shall become a lien upon the property affected.

No area of any Property may be allowed to remain unimproved, and some form of landscaping material, such as lawns, shrubs, gravel, rock, bark or mulch must cover all areas of Properties.

No Lot or dwelling shall be permitted to fall into disrepair; and shall be kept and maintained in a clean, safe, attractive and slightly condition and pursuant to all Architectural Guidelines.

In addition to the foregoing rights, the Association shall, in the interest of the general welfare of all the Owners, provide maintenance, including replacement of landscaping, in the Common Grounds.

Each Property must at all times be kept in a clean, not unsightly and kept in a well-maintained condition. No un-affixed personal property, including but not limited to implements, tools, machinery, bicycles, toys, trash, trash receptacles, litter, junk, boxes, containers, bottles, cans, implements, tools, machinery, building materials, firewood, or landscaping material of any type, and other such items, may be placed, stored, maintained or may not be allowed to accumulate or remain in locations that are visible from the Interior Streets that border the fronts of Properties or against the Perimeter Fence, except as is necessary during a period of approved construction.

Trash cans, firewood stacks any and all other unsightly materials must be neatly stored.

Lawns: No native grasses are allowed on any portion of any Property. Lawns must be adequately watered and fertilized, and may not be neglected or allowed to die. Lawns may not be allowed to grow to a height of more than six (6) inches, and areas of lawns that border sidewalk, driveways, fences, walls, trees, shrubs, gardens, or other landscaping features must be trimmed to the same height as the rest of the lawn. Grass clippings from lawns may be collected and disposed of, or may be distributed evenly over the lawn, but may not be allowed to remain in clumps or piles on a lawn or any other area of a Property.

Trees, Shrubs and Other Plantings: Trees, shrubs and other plantings must be trimmed and maintained, and may not be allowed to become overgrown. The Board of Directors shall have sole power to determine whether any area of a Property is overgrown with trees, shrubs or other plantings. Trees, which overhang a Sidewalk, must be trimmed to allow a minimum of eight (8) feet of vertical clearance for pedestrians, measured from the edge of the Sidewalk, which adjoins the Property. Shrubs and other plantings which are located near a Sidewalk may not be allowed to grow over the surface of the Sidewalk or interfere with the passage of pedestrians thereon, or grow to a height or density that interferes with visibility for motorists at the intersections of Streets. Dead or diseased trees, shrubs or other plantings must be removed.

- a. Minimum landscaping allowance \$250.00
- b. Each Lot shall have a tree in the front yard set back
- c. Owner must get approval before cutting down of trees over four inches (4") diameter. No living tree over four inches (4") in diameter may be removed.

Weeds: Owners must keep all areas of their Properties substantially free of weeds and native grasses. The ACC/Board of Directors shall have sole power to determine whether any area of a Property is infested with weeds or native grasses.

Wood Piles: Stock piling of cut brush, tree branches, limbs, or timber, which is not in good condition, (rotten, infested or otherwise a matter of public health, safety and welfare) is not allowed:

- a. the homeowner shall not permit or allow infestation by insects or rodents.
- b. provided that there is no infestation by insects or rodents occurs and such wood is not located in a required front or side yard
- c. wood which is cut in lengths and sizes suitable for use as firewood may be stored in an enclosed building or outside, if evenly stacked, twelve inches (12") off the ground or on a concrete pad.

Snow: Each Owner of a Lot or Living Unit shall insure that snow is removed after two inches (2") of accumulation, if the weather forecast is to be below freezing for the next two (2) days, from the sidewalks and driveways that are part of each Lot or Living Unit. Do not pile snow as to obstruct the storm drainage inlets or traffic.

If snow is not removed by the Owner of a Lot or Living Unit on a timely basis, and in the reasonable judgment of the Association Board of Directors such removal is necessary for pedestrian circulation and or safety, said snow shall be removed by the Association at the cost and expense of the Owner. Therefore, the ultimate responsibility for meeting all city ordinances and regulations for the removal of snow from all Lots or Living Units shall be each Owner's

Street Parking and Parking Areas: It shall be the duty of the Association to keep and maintain the off street parking areas and to promulgate rules and regulations governing the use thereof.

Rules Applying to Street Parking:

1. Parking on the street may only be temporary. There should be NO parking of vehicles regularly, continuously, or for more than 24 hours on any
2. No vehicle should park on the streets or driveways to obstruct ingress and egress (entering and departing). This includes families, guests, and invitees, except in the case of emergencies, construction, or service vehicles. In the case of emergencies, the parking should be limited to as brief a time as possible.

3. In the case that snow or ice is forecast, no resident should park any vehicle on the street, within 12 hours of the snow/ice event.
4. In the event that an unknown vehicle is parked on the street for more than 48 hours, and seems to be abandoned, the Independence Police Department should be contacted so the vehicle can be towed. Rules Applying to Driveway Parking:
5. personal automobiles must be parked in the garage or driveway.
6. Visitors may park vehicles (autos and trucks ½ ton or less). This period of time should not exceed seven (7) days.
7. Failure to adhere to the provisions to the Parking Rules and Regulations, will be subject to a fine of \$25 weekly, a loss of privileges, and any other applicable consequences that are from the governing documents of the Association.
9. No boat, camper, trailer, bus, commercial truck, RV, or mobile home may be parked no more than 48 hours.
10. Golf carts registered and in compliance with the laws of the city of Independence, Missouri, may be driven on HOA streets, not sidewalks, pathways, common grounds, or natural areas. Carts must be parked in the garage. Policy No. 601-0421 (Page 2) City of Independence: Vehicle Parking Code

City of Independence: Vehicle Parking Codes

1. No parking of any vehicle is allowed within 5 feet of a fire hydrant or within a fire lane.
2. No parking is allowed in front of a private road, alley, driveway, or within 10 feet thereof.
3. No parking is allowed on or to block any sidewalk.
4. No parking allowed on a crosswalk.
5. No parking allowed within an intersection
6. No parking is allowed within 20 feet of an intersection (except officially marked spaces).
7. No parking is allowed in front of any mailbox that would restrict access by the USPS or Resident(s).
8. No parking is allowed for more than 48 hours on city streets. streets are owned by the city. The City of Independence is responsible for any code violations. Report code violations to the contact numbers 836-3600, or 325-7300 (non-emergency)

Circulation Systems: Pedestrian and bicycle circulation systems, if any, throughout The Properties are an integral part of the overall planning and design concept. All buildings or structures on Lots immediately adjacent to designated circulation systems shall allow for unrestricted public pedestrian and bicycle passage as provided on the recorded plats of The Properties.

Ornamental Street Lights: The Association may install such ornamental Street lights as it may deem appropriate in such locations within the planned residential development as it may desire. The maintenance, repair and replacement of all such ornamental street lights so installed shall be the primary responsibility of the Association. In the event that the Association shall fail to maintain, repair or replace any ornamental Street lights situated on any of The Properties, then the responsibility for such maintenance, repair or replacement shall be that of the Owners collectively.

Land Use: No building or structure shall be used for a purpose other than that for which the building or structure was originally designed.

Re-subdivision: No Lot shall be re-subdivided nor shall a fractional part of any Lot be sold without the consent of the Board of Directors, not to be unreasonably withheld. This provision shall not, however, require the consent of the Board of Directors for the sale of an entire lot as shown on a final recorded plat.

No Commercial Activities: No commercial activities, trade or business of any kind may be conducted in, on or from any Lot or Living, except that an Owner or occupant residing in a dwelling may conduct such business activity of a home occupation within a dwelling as long as the provisions are in strict accordance with the provisions of the applicable zoning ordinances.

The existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from the exterior of the dwelling, and does not increase traffic;

The business activity conforms to all zoning requirements for the property;

The business activity does not increase the insurance obligation or premium of the Association; and

The business activity is consistent with the residential character of the Lot and does not constitute a nuisance or hazardous or offensive use, determined in the sole discretion of the ACC/Board of Directors.

The terms "business" and "trade" shall be construed to have their generally accepted meanings and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other consideration, regardless of whether such activity is engaged in full or part-time; generates a profit; or requires a license.

Nuisances: No noxious or offensive activity shall be carried on upon any portion of The Properties, nor shall anything be done thereon that may be or become a nuisance or annoyance to the neighborhood.

No exterior lighting shall be directed outside the boundaries of a Lot or other parcel.

Obstructions: There shall be no obstruction of any portion of the Common Ground(s) or any storage or construction or planting thereon by any Owner.

No clothes, laundry or other articles or equipment shall be placed, hung, exposed or stored on any portion of the Common Ground(s) or in any portion of the exterior or yard area of any Lot or on or about the exterior of any building.

Animals: No dangerous animals of any kind shall be brought onto or kept on The Properties.

The term “dangerous animal”, as used herein means and includes:

(1) any mammal, amphibian, reptile, insect or fowl which is of a species which, due to size, vicious nature or other characteristics would constitute a danger to human life, physical well-being, or property, including but not limited to lions, tigers, leopards, panthers, bears, wolves, apes, gorillas, monkeys of a species whose average adult weight is 20 pounds or more, foxes, elephants, alligators, raccoons, crocodiles, and snakes which are poisonous or otherwise present a risk of serious physical harm or death to human beings as a result of their nature or physical makeup; and

(2) any dog or cat having a disposition or propensity to attack or bite any person or animal without provocation.

(3) No animals, birds, reptiles, insects, horses, rabbits, fowl, poultry, cattle or other livestock of any kind shall be brought onto or kept on The Properties, except that no more than two dogs, cats or other household pets may be kept or maintained on any Lot or Living Unit so long as such pets are kept in a fully enclosed area or are leashed, and so long as such pets do not constitute a nuisance.

(4) provided they are not kept, bred, or maintained for any commercial purpose. In no event shall such animals be kept on any Lot by any Owner if they unreasonably disturb any other owners.

A: Dog Pens/Runs: The construction, placement, or erection on any Lot of any structure, enclosure, cage, dog pen, dog run, or other device used to confine or house dogs, are not prohibited and is expressly subject to the requirements and approval.

Dog pens must be to the rear of the Lot, not to extend beyond the rear corner of the house or to extend no more than five (5) feet toward the side lot lines and is otherwise compatible with the standards applicable to fences.

May not exceed sixty (60) square feet.

The outside of the pen must be completely enclosed with a privacy fence. The inside may be chain link, provided the chain link is not visible from the outside.

Prohibition Against Storage of Boats, Campers, Trailers, Recreational Vehicles, Inoperable or Derelict Vehicles, Motor Homes and Other Vehicles too Large for Storage in the Owner's Garage:

No boats, campers, trailers, recreational vehicles, commercial vehicles, wreckers, inoperable or derelict vehicles, motor homes or other vehicles too large for storage in the Owner's garage shall be kept, placed, stored, constructed, reconstructed, repaired or maintained upon any Lot or on any street bounding any Lot in such a manner that it is visible, in whole or in part, for a period in excess of twelve (12) consecutive hours, from roads within the subject subdivision. The intent of this provision, in part, is to provide for a maximum reasonable loading and unloading time for boats, campers, trailers, recreational vehicles, motor homes and other vehicles too large for storage in the Owner's garage, and to allow limited construction, reconstruction, and repair and maintenance operations for these types of vehicles as well as inoperable or derelict vehicles. This intent is not effectuated by an absence of less than twelve (12) hours of such vehicle from a Lot or from any street bounding any Lot, followed by its return with another twelve (12) hour period commencing upon its return.

No trucks or commercial vehicles, boats, motorcycles, campers, house trailers, boat trailers and trailers of any other description shall be permitted to be parked or stored on any Lot unless they are parked or stored in an enclosed garage or in such other enclosure [open or otherwise] approved by the Architectural Control Committee/Board of Directors, except only during periods of approved construction on the Lot. The foregoing prohibition shall not apply to temporary parking, such as for pick-up, delivery, and other commercial services.

Overhead Wiring: No power or telephone distribution or service connection lines may be erected or maintained above the surface of the ground on any Lot.

Obstruction of Traffic: No fence, wall, tree, hedge or shrub planting shall be maintained in such manner as to obstruct sight lines for vehicular traffic. Except as may be required to comply with the prior sentence, no live tree shall be removed without prior approval.

Antennas-Satellite Dishes: No outside antennas, Satellite Dishes per FCC regulations.

Provided that they are to be installed in locations that will permit the reception of an acceptable signal while minimizing visibility from the Interior Streets, large dishes are prohibited. No antennas are permitted on outside of Lot, Living Units, must be installed in attics.

Outside Structures: No structure of a temporary character, trailer, tent, shack, garage, barn or other out-buildings shall be used on any Lot at any time as a residence, either temporarily or permanently.

Garden and Tool Sheds: Garden and tool sheds may be erected with the approval of the Architectural Control Committee, as provided in Article ____ of the Declaration, and must be consistent with the materials and style of the dwelling on the Lot.

Construction of a shed requires prior approval. Metal sheds are prohibited. Proposed sheds must meet the following criteria:

- (a) Siding, roofing and color must match the house.
- (b) The placement of the shed must be in the fenced-in area of the Property or built to the rear of the house.
- (c) The design and location must be compatible with community
- (d) Maximum size limit shall not be larger than 8' x 10' x 10'

Swimming Pools, Spa's, Hot Tubs and Jacuzzi's: Permanent type back yard swimming pools, spas, hot tubs and Jacuzzi's must have the approval before any work is undertaken.

- a. Must be accompanied by an application for an acceptable fence design.
- b. All pool construction must be submitted to the City of Independence Zoning Board for approval prior to ACC approval. All cities, county or municipal regulations are to be met prior to submittal.
- c. All above ground swimming pools, spa's, hot tubs and Jacuzzi's are to be enclosed completely with wood decking, on the sides and top so that it will not be perceived as above ground but an extension of the deck.
- d. Chemically treated water may be drained into the yard, at no time is it to be drained into the storm sewers.

Play Equipment: All shall be in the back yard; at no time shall any be placed in the front or side yards of any lot.

Children's play equipment such as swing-sets, trampolines, play gyms, tents, sandboxes, or temporary swimming pools not exceeding 24" in depth shall not require approval.

Playhouses must be constructed at grade level, may not exceed 6' x 6' x 6' and Tree houses shall require approval.

Basketball Goals: Shall remain on the Lots, Living Units Properties, not on Public Streets. In the event of a neighbor complaint because of unsightly condition or the location is causing an obstruction. The property owner must eliminate the condition for the complaint or remove the basketball goal within five (5) days.

Signs: No signs, advertisements, billboards, or advertising structures of any kind may be erected, maintained or displayed on any Lot except with the written consent of the ACC/Board of Directors; provided, however, customary “For Rent” or “For Sale” signs, not larger than twenty-eight inches wide and twenty inches high, may be placed on or in front of a Living Unit by an Owner.

Trash and/or Garbage Receptacles and Storage of Rubbish: No rubbish, trash or garbage receptacle shall be placed on the exterior of a Living Unit except after 7:00 p.m. on the day immediately preceding the day of regularly scheduled collection, and after 7:00 p.m. the day of collection, unless such receptacle is completely recessed into the ground and equipped with a permanent cover, or unless an above-ground receptacle is approved.

All Trash and/or Garbage Containers--Shall remain conspicuous except on days of collection.

All receptacles are to be kept inside or in an approved enclosed area.

Compost Bins:

- a. Compost bins on Common Ground(s) not permitted.
- b. Minimum size is 3' x 3' x 3'; Maximum size is 4' x 4' x 4'
- c. Must be inside property lines by a minimum of ten (10) feet but no closer than twenty-five (25) feet to an adjacent house.
- d. Yard waste which can be composted consist of grass clippings, leaves, small twigs, flowers, non-spreading weeds, old plants, potting soil and wood chips.

CAUTION: DO NOT ADD—meat, food waste, animal waste, pressure treated, painted or preserved lumber.

In the event of a neighbor complaint because of an odor (from lack of oxygen) or unsightly condition. The property owner must eliminate the condition for the complaint or remove the compost bin within five (5) days.

Garages: All garages must be equipped with doors that shall be kept closed as much as practicable to preserve the appearance of the elevation of the house fronting on the street. Open carports, if any, so long as approved, but not otherwise, are permissible.

All Terrain Vehicles, Motorized Scooters and Motorcycles: The use of all Terrain Vehicles, Motorized Scooters and Motorcycles within The Properties shall be limited solely to purposes of ingress to and egress from Lots and Living Units within The Properties to public roads outside The Properties. No all Terrain Vehicles, Motorized Scooters or Motorcycles may be driven within The Properties, parking areas and driveways. The driving of all terrain vehicles, Motorized Scooters and Motorcycles within The Properties for recreational purposes is prohibited.

Holiday Decorations: Decorations that relate to the Christmas / Hanukkah / New Year holidays may be displayed during the months of November, December, and January. Decorations that relate to other cultural holidays, such as Easter, Halloween, or Thanksgiving, may be displayed for periods beginning two weeks prior to and one week following such holidays. American flags, and decorative flags or banners may be displayed at any time.

Vegetable Gardens: Vegetable gardens may only be cultivated and maintained on areas of Properties that are not visible from the Interior Streets that border the fronts of Properties. Must be grade level, may not exceed 6' x 6'.

In the event of a neighbor complaint because of an unsightly condition. The property owner must eliminate the condition of the complaint or remove the garden within five (5) days.

IMPROVEMENTS AND MODIFICATIONS:

In reviewing proposed improvements and modifications, the Committee shall employ the following criteria:

1. The harmony of the external design and location with surrounding structures and topography;
2. The current and future property values of the subdivision;
3. And compatibility with other improvements in the community. The Committee shall use reason and good faith in the exercise of its judgment.

GUIDELINES FOR IMPROVEMENTS AND MODIFICATIONS:

Exterior Maintenance: The Association may, in the interest of the general welfare of all the Owners, provide exterior maintenance or repairs upon any Lot or Living Unit, including any improvements thereon, if such maintenance or repair is reasonably necessary in the judgment of the ACC/Board of Directors and if the Owner thereof has failed or refused to perform said maintenance or repairs within a reasonable time after written notice of the necessity of such maintenance or repair delivered to such Owner by the ACC/Board of Directors.

A: Painting and Siding.

1. With the exception of touch-ups, all painting, if it involves a change in color, requires prior approval.
2. Colors selected will be judged individually based on the following criteria:
3. The ability to blend or be compatible with the adjacent homes and the community as a whole.

4. The degree of saturation; colors that are vibrant or intense are not acceptable.
5. Trim must be a contrasting color, darker or lighter but complimentary to the base color of the house.
6. Siding colors must conform to the above guidelines.
7. Subject to approval, front doors and window shutters may be painted complimentary accent colors to provide a contrast to the base and trim colors.
8. Garage doors must be painted a solid color to match either the base or trim color or, subject to approval, may be painted a complimentary accent color.
9. The backboards and supports of basketball goals must be painted to match either the base or trim color. Clear backboards do not need to be painted.

B: Siding and Trim

Trim materials that are rotted, split or damaged, and any siding materials that are rotted, crumbling or damaged, must be repaired, or removed and replaced with matching materials, and painted to match the existing colors of the Building.

C: Paint

Buildings must be repainted if their paint is cracked; faded or peeling to such a degree that the underlying materials are visible from any Street, or has dried or oxidized to such a degree that it no longer protects the underlying materials.

D: Doors, Windows, Awnings and Screens

The following items must be repaired or replaced: broken or damaged entry doors, screen doors or storm doors; broken windows; torn screens; torn or damaged awnings.

E: Garage Doors

Broken garage doors, and broken sections of garage doors, must be repaired or replaced.

F: Gutters and Downspouts

Gutters and downspouts must be kept clean and in good working condition; bent or damaged gutters or downspouts must be repaired, or removed and replaced with matching materials.

G: Roofing

Damaged roofing materials must be repaired, or removed and replaced with matching roofing materials. (no mismatched allowed). Roof materials shall be asphalt composition.

H: Concrete

Concrete must be repaired or removed and replaced if it exhibits any of the following conditions: stairs or entryways that have settled and separated from the building to a degree that can be seen from the street; driveways that have scalding or crumbling surfaces on more than 50% of the total area; driveways that are severely broken and/or settled.

I: Fences and Gates

Rotted and/or broken fences or gates and sections of fences, must be repaired or replaced.

No fence erected in the back or side yard of any Lot or Living Unit shall exceed six feet in height. No fence in front of any Lot or Living Unit shall exceed four feet in height. Must be wood, no chain link is allowed.

J: Other Fixed Structures.

All other fixed structures visible from any Street or from any neighboring Property, including but not limited to decks, lattices, patios, retaining walls, weather vanes, hot tubs, skylights, chimney caps, solar panels, basketball goals, attic vents, exterior lights, landscaping lights, furnace stacks, swing sets and other play structures, sheds, etc., must be kept in good repair and working order, and rotted or broken components of such structures must be repaired or replaced

Assessment of Cost: The cost of such exterior maintenance or repair shall be assessed against the Lot or Living Unit upon which such maintenance or repair is done and shall be enforceable in the same manner as herein provided for assessments or charges to which such Lot or Living Unit is subject under Article ____ hereof.

Access at Reasonable Times: For the purpose of performing the exterior maintenance authorized by this Article, the Association, through its duly authorized agents or employees, shall have the right, after reasonable notice to the Owner, to enter upon any Lot or the exterior of any Living Unit at reasonable hours on any day.

Easements for Encroachments: If the Plat or any amendment thereto, shall be inaccurate so that, in fact, any portion of the common elements encroaches upon a unit or units, a valid easement for the encroachment and the maintenance of same, so long as it stands, shall and does exist. If the Plat shall be inaccurate so that, in fact, any portion of a unit encroaches upon the general common elements, or upon an adjoining unit or units, a valid easement for the encroachment and for the maintenance of same, so long as it stands, shall and does exist. Such encroachments and easements shall not be considered or determined to be encumbrances either on the common elements or on the units for purposes of

marketability of title. Corrections shall be made by refining an amended Plat properly reflecting the corrections in description, by the Board of Directors, as soon after the discovery of the errors as is practicable.

Enforcement: The Association, or the Owner of any Lot or Living Unit subject to this Declaration, shall have the right to enforce, by any proceeding at law or in equity, all of the covenants, conditions, restrictions and provisions hereof, either to restrain or enjoin a violation or threatened violation or to recover damages. Failure or forbearance by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

The Association shall have the power to enforce the Architectural Rules and Guidelines, Rules and Regulations, Conditions, Restrictions, Reservations, Easements, Liens and charges set forth in this Amended Declaration shall be as herein provided or otherwise by any proceeding at law or in equity against any person or persons violating or attempting to violate, to cause compliance by each Member. Failure by the Association to enforce any covenant, condition, restriction, rule or guideline shall in no event be deemed a waiver of the right to do so thereafter. Such actions may include but are not limited to:

Non-Compliance Assessments and other actions provided in Article __, Section __ of this Amended Declaration;

Suspension of rights to the use of Common Areas of the Association as provided in Article __, Section __ of this Amended Declaration;

Suspension of voting rights, use of Common Area, any and all privileges, as provided in Article __, Section __ of this Amended Declaration.

Collection procedures, interest fees and remedies as provided under Article __, Section __ of this Amended Declaration.

Power: The Board shall have the power and duty to hear charges and make decisions regarding violations of these Rules and Guidelines, pursuant to these Policies and Procedures. The Board may determine enforcement action on a case by case basis, and take other actions, as it may deem necessary and appropriate to assure compliance with these Rules and Guidelines and to create a safe and harmonious living environment. These enforcement provisions may be in addition to other specific provisions outlined in the Declaration. The Association may choose a legal remedy, or seek assistance from other enforcement authorities, such as police, fire, and code enforcement or animal control.

Attorney's Fees: The Association may enforce these Rules and Guidelines by any means available to the Association, including the levy of fines, suspension of rights, or a lawsuit to force compliance, and may seek from any violator reimbursement of all attorney's fees and costs incurred by the Association.

Initiation of Charges and Violations: The Board may charge an Owner with a Violation of these Rules and Guidelines ("Violation") as a result of information presented by an

Owner or as a result of an inspection of a Property by members of the ACC/Board. If information is presented by an Owner, members of the Board will inspect the Property and present the information to the Board at its next regular meeting, at which time the Board will determine whether the matter is sufficient to charge the Owner of the Property with a Violation. If the Board determines that the matter is not a Violation, the Board will send the referring Owner a written explanation of its determination. If the Board determines that grounds exist to charge an Owner with a Violation, the Owner will be served with a Notice of Violation ("Notice").

Service of Notice of Violation: Upon determination by the Board that grounds exist to charge an Owner with a Violation, the Association under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage prepaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing. Service shall be deemed delivered and effective upon mailing.

Notice of Violation: A Notice of Violation shall state the specific Rule or Guideline the Owner is charged with violating, describe in detail the grounds for the charge, and include photographic evidence if such is available. The Notice shall state that the Owner has a right to a Hearing of the issue by the Board and shall include a Request for Response in substantially in the following form, along with additional information that may be included at the discretion of the Board:

"Your right to a Hearing on this Violation is contingent on your filing a written Response to this Notice of Violation with the Association not later than ten (10) days after the date of this Notice. Your Response must respond to the charge(s) set forth in this Notice. If you fail to file a Response within the ten (10) day time period, the Board may rule that your failure to respond constitutes a No-Contest plea to this Notice, and proceed with enforcement measures."

Hearing Request: Any Member, having reason to believe that the fine imposed by the ACC Committee is without merit, may file a "Hearing Request"

The request for a hearing must:

- 1) Include proof of correction where applicable
- 2) Include copies of any relevant documents;
- 3) Include payment of assessed fine;
- 4) Include an appearance deposit equal to ½ the assessed fine which will be returned to the Member as long as the Member is not deemed "non-appearing"; and
- 5) sent to the ACC Committee within ten (10) days after the "Complaint & Fine Notification."

Notice of Hearing: A Notice of Hearing in substantially the following form, along with additional information that may be included at the discretion of the Board, shall be mailed to the Owner at least ten (10) days prior to the Hearing date, first class mail and addressed to the Owner at the address last appearing on the books of the Association. Such Notice of Hearing shall be deemed delivered and effective upon mailing.

Hearing: If the Owner fails to appear for the Hearing, the Board may rule that the failure to appear constitutes a No-Contest plea to the charges, although the Board may grant a continuance for good cause. The Board may: (a) exercise its discretion as to the specific manner in which the Hearing is conducted; (b) question the Owner or other individuals and review evidence; and (c) act as it may deem appropriate or desirable to permit the Board to reach a just decision. The decision of the Board will be based upon the matters set forth in the Notice and such evidence as may be presented at the Hearing.

All Hearings shall be open to all Members of the Association.

Last minute emergency absences by scheduled panel members will be filled with an alternate from the association/board. The ACC hearing may also include members of the Board of Directors.

If the Member fails to appear at the hearing and has not requested a continuance, the hearing shall proceed as scheduled and the Member forfeits the appearance deposit. One continuance may be granted if there are extenuating circumstances. Requests for continuance must be made in writing at least 48 hours prior to the hearing date. When a continuance is granted, the Member shall be notified of the rescheduled date for the hearing, if the Member fails to appear for the second scheduled hearing, the Member forever waives the right to contest that fine which is the subject of said hearing.

Cancellation of Hearing: The Member who requested the "Hearing Request" may cancel the request. The request must be in writing and received by noon of the business day preceding the hearing date. The appearance deposit will be refunded in full. The Member forever waives the right to contest the fine which was the subject of said hearing.

Decision: After all testimony and other evidence have been presented to the Board at a Hearing, the Board shall render its decision(s) thereon within ten (10) days after the Hearing. The Association shall mail a written statement of its decision in the form of a Notification of Decision to the Owner, first class mail and addressed to the Owner at the address last appearing on the books of the Association. The Notification of Decision shall be deemed delivered and effective upon mailing.

If in the opinion of the ACC Committee if the Member is able to show compliance with all Rules and Regulations and that the fine was erroneous, the assessed fine and the appearance deposit will be refunded/waived.

ACC shall refund/waive the Member's appearance deposit in full if the Member has appeared.

If a majority of the ACC Committee finds that a rule or regulation has been violated the fine stands.

If a majority of the ACC Committee finds that the Member's appeal prevails on its merits, the ACC Committee may revoke the fine that is the subject of the appeal. A fine

refund/waive to the Member will be mailed within 5 business days of the notification of the fine revocation.

Fines: If the Board determines that an Owner is in fact in Violation, as part of the Notification of Decision the Board will order the Owner to correct the Violation within thirty (30) days of the date of the Notification of Decision. If the Owner fails to correct the Violation within the thirty-day period, beginning on the thirty-first day the Board shall levy against the Owner fines per schedule and/or seek injunctive relief for each and every day the Violation remains uncorrected. Notwithstanding the above provision, if in the judgment of the Board the Violation constitutes a risk to the health, safety or welfare of other Owners or their property. Such fines shall be levied in addition to other enforcement means available to the Association in the Declaration or by law, and may be collected by any means available to the Association in the Declaration or by law.

VIOLATION SCHEDULE OF FINES

If a violation occurs it will fall into one of three categories:

- a. Category I Violations
- b. Category II Violations
- c. Category III Violations

CATEGORY I VIOLATIONS - Considered to be “correctable violations” and do not carry a fine for the first violation.

Fine - There is no fine for the first Category I violation, (unless violation is not corrected within time frame named.)

Compliance - The Member must correct the violation within time frame. (Excluding holidays).

Non Compliance - If the Member does not correct the violation within time frame (excluding holidays), a Category I Non Compliance Fine as described in the Fee Schedule will be assessed.

Repeat Violations Repeat violations will be fined as outlined in the Fee Schedule.

CATEGORY II VIOLATIONS - Considered more serious than Category I violations.

CATEGORY III VIOLATIONS - The most serious of all violations. Due to their nature, they are not considered “correctable” and therefore incur heavier fines.

A: Failure to obtain required approval prior to commencement of work-Failure to comply with STOP WORK ORDER:

First Offense	\$	25.00
Second Offense	\$	50.00
Repeat Offense	\$	100.00

B: After the fact fines for un-approved alterations:

First Offense	\$	100.00
Second Offense	\$	150.00
Repeat Offense	\$	200.00

C: Removal of Tree over 4" in Dia. \$250.00 and/or Penalties as Established by ACC.:

D: Non-Payment of fines assessment:

First Offense	\$	50.00
Second Offense	\$	100.00
Repeat Offense	\$	200.00

Category I – Wood Piles
Holiday Decorations
Fence
Vegetable Gardens
Play Equipment
Terrain Vehicles
Vehicle Violations
Animals
Compost bins/Rubbish/Trash
Dog Runs/Pens

Lawns
Perimeter of Plats
Trees, Shrubs and Plantings
Signs
Weeds
Scooters and Motorcycles
Antennas/Satellite Dishes
Fences
Retaining walls
Guttering change

Category II – House painting

Extensive Landscaping

Category III – Decks/Gazebos/Arbors
Patios/Screened Rooms
Garages/Car Ports

Pools/Spa's/Hot Tubs/Jacuzzi's/Ponds
Room Additions/Porches/Dormers
Common ground alterations

WHEREAS Section ____ of the Bylaws grant the Board of Directors with the power to conduct Association business and, to protect community harmony by providing guidelines and a procedure for address conditions that disrupt that harmony,

LET IT BE RESOLVED THAT the following Schedule of Fines will be followed:

All unpaid fines are subject to the Collection Policy.

Appeal Process Any Owner receiving a fine who believes no violation occurred, may submit a written explanation to the Board of Directors. The owner will be given an opportunity for a hearing and no enforcement fee will be imposed until after the hearing.

Recorded in the Minutes: _____, 200____

Signed: _____, 200__

BOARD OF DIRECTORS: All Signatures

Rules and collections consistently enforced will lead to a more harmonious community.
Make the penalty fit the crime and apply it consistently.

A Schedule of Fines, as Martha Stewart would say, is “a good thing”. It will take a lot of pressure off the Board to “fine on the fly” or overreact to an owner that’s being a pain in the rear.

Ordinance Compliance – Assessments: Notwithstanding any other conditions herein, the Board of Directors shall make suitable provision for compliance with all subdivision and other ordinances, rules and regulations of the City of Independence, Missouri or any other municipality of which the subdivision may become a part and for such purposes shall not be limited to the maximum assessment provided for herein. Specifically, and not by way of limitation, the Board of Directors shall make provision for the maintenance and operation of all common areas.

Failure by the Association to enforce any provision of these Rules, Guidelines, Policies and Procedures shall in no event be deemed a waiver of the right to do so thereafter.

Non-Liability: To the fullest extent permitted by law, neither Declaration nor the Association, nor any Directors or Officers and Committees, shall be liable to any Member or Owner, or to any Occupant of any Lot or to any other Person, for any damage, loss, or prejudice arising from, or claimed on account of, any approval or disapproval of, or decision regarding, any plans or specifications, or arising from, or claimed on account of, any other action or inaction made in good faith and reasonably believed to be within the scope of rights, powers, and duties hereunder or otherwise.

The foregoing Rules, Guidelines, Policies and Procedures are supplementary to all the terms and provisions of the Declaration and all of the terms and provisions of the Declaration shall remain in full force and effect. In the case of any conflict between the Declaration and these Rules, Guidelines, Policies and Procedures, the Declaration shall control.

The provisions of these Rules, Guidelines, Policies and Procedures shall be independent and severable. The invalidity of any one or more of the provisions hereof by judgment or court order or decree shall in no way affect the validity or enforceability of any of the other provisions, which other provisions shall remain in full force and effect.