

New Mark

Willow Farm
Pool and Homes
Association

P.O. Box 28131
Kansas City, Missouri
64188-0131

WILLOW FARM POOL & HOMES ASSOCIATION

TABLE OF CONTENTS

	Pages
INTRODUCTORY LETTER	Preface
DECLARATION OF RESTRICTIONS	4 - 13
20 WILLOW FARM POOL & HOMES ASSOCIATION DECLARATION	14 -
RESTRICTIONS REQUIRING BOARD APPROVAL A	Appendix
POOL RULES AND REGULATIONS B	Appendix
REQUEST FOR POOL PARTY C	Appendix
APPLICATION FOR EXTERIOR IMPROVEMENTS D	Appendix
RESTRICTION COMPLAINT FORM	Appendix E

Dear Association Member,

On behalf of the Willow Farm Pool and Homes Association membership I would like to welcome you to our community. This association was originally founded by the Tower Properties Development Company as part of the New Mark development of Clay County. The Willow Farm Pool and Homes Association was formed as part of that development in 1976. As of 1989, Tower Properties turned over the management and control of the association to the homeowners. Today the 203 member association is managed by volunteers from the neighborhood who serve on the board of directors.

This online booklet contains a copy of the Declaration of Restrictions, The New Mark Willow Farm Pool and Homes Association Declaration, information concerning the pool and facilities, and forms that will provide a guideline for special requests from the association. Please take the time to familiarize yourself with this information and keep it handy for your future reference.

I am sure that you are as proud of your community as you are of your own home, and will work to help maintain the high standards and quality of life we enjoy here in the Willow Farms. I welcome your suggestions, your volunteerism, and look forward to your participation at the association meetings.

Respectfully,

*David Whiteman
Board President*

DECLARATION OF RESTRICTIONS

WILLOW FARM POOL AND HOMES ASSOCIATION

The following have been adopted as the Declaration of Restrictions governing the Willow Farm Pool and Homes Association, a Missouri not-for-profit corporation, its successors and assigns. This declaration supersedes any and all restrictions which were adopted by the New Mark Development Company on April 12, 1976 and any subsequent amendments through December 14, 1993.

Witnesseth that:

Whereas, New Mark Development Company, Inc. has caused a plat of the land hereafter described to be recorded in the office of the Recorder of Deeds in Clay County, Missouri, said plat being filed in plat book 15 at page 80; and

Whereas, New Mark Development Company, Inc. intends to improve and develop land herein described for high-class residential purposes with single family residences;

Now, therefore, for itself and its successors and assigns and for its and their future grantees, New Mark Development Company, Inc. hereby declares that the lots specifically designated below as shown on the recorded plat of New Mark shall be and hereby are restricted as to their use in the manner hereinafter set forth.

For the purpose of these restrictions:

The term "Homes Association" shall mean the Willow Farm Pool and Homes Association, its successors and assigns.

The term "Street" shall mean any street, road or drive which is shown on the above-described plat of New Mark.

The term "Out building" shall mean an enclosed, covered structure not directly attached to the residence to which it is appurtenant.

The term "Lot" shall mean either (1) any lot as shown on the above-described plat or (2) any tract or tracts of land as conveyed, consisting of one or more lots or part or parts of one or more lots as platted, upon which a residence may be erected in accordance with the restrictions hereinafter established, or as established in individual deeds from New Mark Development Company, Inc. or from its successors and assigns.

The term "Corner lot" shall be deemed to mean any lot as platted or any tract of land as conveyed having more than one street contiguous to it. The street upon which the lot or part thereof fronts, as shown on the plat, shall be deemed to be the front street, and any other street contiguous to such corner lot shall be deemed a side street. Houses on corner lots may be set diagonally thereon.

The term "Front building line" shall be deemed to be that parallel to the front street as shown on the recorded plat as above-described.

SECTION 1. PERSONS BOUND BY THESE RESTRICTIONS

All persons or corporations who now own or shall hereafter acquire any interest in the residential lots numbered:

Lots 1 through 13 of block 12,
Lots 1 through 28 of block 13,
Lots 1 through 39 of block 14,
Lots 1 through 32 of block 15,
Lots 1 through 25 of block 16,
Lots 1 through 16 of block 17,
Lots 1 through 18 of block 18,
Lots 1 through 33 of block 19.

as shown on the above-described recorded plat of New Mark, a subdivision of land in Kansas City, Clay County, Missouri, shall be taken to hold and agree and covenant with the owner of said lots, and with its successors and assigns, to conform to and observe the following covenants, restrictions and stipulations as to the use thereof and the construction of residences and improvements thereon for a period of time ending on December 31, 1995, provided, however, that each of said restrictions shall be renewable and may be amended in the manner hereinafter set forth.

SECTION 2. USE OF THE LAND

None of the lots referred to in Section 1 hereof shall be used or occupied for other than single family residence purposes. Any residence erected on maintained on any of said lots shall be designed for occupancy by a single family.

SECTION 3. FRONTAGE OF RESIDENCES ON STREETS

Any residence erected wholly or partially on a lot which is now a corner lot shall front on the front building line. Any residence erected on a corner lot shall front on the front building line and shall present a good appearance on the side building line as shown on said plat; provided, however, that any residence erected on a corner lot may be set diagonally thereon.

SECTION 4. GROUND FRONTAGE REQUIRED

No dwelling may be erected upon any lot herein described except upon a lot or lots or part or parts thereof with a street frontage of not less than the number of feet as shown on the recorded plat; provided that the Homes Association shall have and does hereby reserve the right in the sale and conveyance of any of the lots bound by these restrictions to reduce the required frontage to be used with any residence on any lot, and the Homes Association may, at any time thereafter, with the consent in writing of the then recorded owner of the fee simple title to any such lot, change any required frontage herein specified or established by the conveyance of said lot; however, no change may be made at any time that will reduce the required frontage of land to be used and maintained with any residence erected thereon more than ten (10) feet below the minimum number of feet required for such residence as set forth above. As amended 12-14-93

SECTION 5. SETBACK OF RESIDENCES FROM STREET AND SIDE LINES

No part of any residence, except fireplace chimneys, porches, driveways and walks, may be erected or maintained on any of said lots nearer to the front street or the side street than the front building line or the side building line, respectively, as shown on the plat of New Mark. No part of any residence, except as provided in section 11 dealing with fences, may be erected closer to the side lines of any lot than is allowed by the zoning ordinances of the city of Kansas City, Missouri. Provided, however, that the Homes Association may at any time hereafter with the consent in writing of the then recorded owner of the fee simple title to any such lot, change any building line that is shown on said plat. Provided further that no change shall be made at any time which will permit the erection or maintenance of any residence on any lot more than five (5) feet nearer to the front street or five (5) feet nearer to a side street than is the front building line or the side building line as shown on said plat. As amended 12-14-93

SECTION 6. HEIGHT OF RESIDENCES

No residence erected on any of the lots hereby restricted may exceed two and one-half (2 1/2) stories, nor be less than one full story in height without the written permission of the Homes Association. As amended 12-14-93

SECTION 7. REQUIRED SIZE OF RESIDENCES

Any single family residence erected on any of the lots hereby restricted shall contain not less than one thousand eight hundred (1,800) square feet of enclosed floor area. Any residence one and one-half (1 1/2) stories in height erected on any of said lots, shall contain a minimum of two thousand two hundred (2,200) square feet of enclosed floor area, of which at least one thousand four hundred (1,400) square feet shall be on the first floor. Any residence two (2) stories in height erected on any of said lots, shall contain a minimum of two thousand two hundred (2,200) square feet of enclosed floor area, of which at least one thousand one hundred (1,100) square feet shall be on the first floor.

The words "enclosed floor area" as used herein shall mean and include, in all cases, areas on the first and second floor of the residence enclosed and finished for all-year occupancy, computed on outside measurements of the residence and shall not mean or include any areas in basement, garages, porches, or attic.

The Homes Association shall not be liable for any discretionary approval, disapproval, or failure to approve any matter submitted for their or its approval as required by the provisions of this declaration. The Homes Association reserves the absolute and incontestable right to determine whether any residence violates the meaning of this provision and further whether the enclosed floor area of any residence meets the minimum requirements provided for hereunder, and such determination shall be final. The Homes Association hereby also reserves the right to reduce any of the enclosed floor area requirements set forth above.

As amended 12-14-93

SECTION 8. APPROVAL OF DESIGN AND LOCATION

No construction shall be commenced upon any building, nor shall any building be moved upon any lot, until the building plans, specifications, and plot plan showing the location of such building has been approved in writing by the Homes Association as to conformity and harmony of external design with existing structures in the subdivision, and as to the location of the building with respect to topography and finished ground elevation.

Upon any such request for approval the party requesting such approval shall submit simultaneously with said request the following documentation:

- (a) Four exterior elevations delineating front elevation, back elevation, and both side elevations.
- (b) A site plan of the house as it will sit on the lot showing elevation of top of foundation at its highest point in relation to curb immediately in front of lot and the relation to any home on adjacent lots.
- (c) Floor plan.
- (d) A list of all exterior materials to be used which will include roof, masonry, siding, and windows.
- (e) A landscape plan showing proposed planting for the yard.
- (f) A schedule of exterior colors to be used.

The documentation listed above is intended only as a minimum requirement and the Homes Association shall be free to request any and all other documentation that in its sole discretion deems necessary. All such documentation shall be submitted in duplicate and shall be signed by the party requesting its approval.

As amended 12-14-93

SECTION 9. EXTERIOR APPEARANCE

Exterior walls of all buildings, structures, and appurtenances thereto shall be of brick, stone, wood shingles, wood siding, wood paneling, plate glass, Masonite standard board and batten, stucco or a combination thereof. Aluminum, vinyl, or steel siding, manufactured stone and lava rock for exterior walls are prohibited unless approved in writing by the Homes Association.

Windows, doors and louvers shall be of wood or colored metal or plastic and glass.

Roofs shall be covered with wood shingles, or shakes, or a composite roofing material resembling wood shake shingles in both color and appearance that has been approved in writing by the Homes Association.

Driveways shall be paved with concrete or concrete covered with a natural stone and epoxy surface, or concrete pavers, or brick.

Any building products which may come into general usage for dwelling construction in this subdivision after the date of these restrictions shall be acceptable if approved in writing by the Homes Association.

No building shall be permitted to stand with its exterior in an unfinished condition for longer than six (6) months after the commencement of construction. In the event of fire, windstorm or other damage, the exterior of no building shall be permitted to remain in a damaged condition for longer than three (3) months without written approval of the Homes Association.

All existing residential buildings shall be maintained with materials herein before described. Residences will be maintained so that the conformity and harmony of their external design continues with existing structures in the subdivision. All residents shall maintain a standard of appearance that is reflective of the community of the Willow Farms Pool and Homes Association.

As amended 12-14-93

SECTION 10. EXTERIOR PAINT OF RESIDENCE

All wood exteriors, except roof and shake sidewalls shall be covered with a workmanlike finish of paint and/or stain, unless another finish is approved in writing by the Homes Association. Any areas of exposed foundations shall be painted the same color as the exterior walls adjoining said foundation.

As amended 12-14-93 Previously recorded as Section 24

SECTION 11. FENCES

No fences of any kind or description shall be erected on any lot unless and until the location, height, and material to be used have been approved in writing by the Homes Association. Any person desiring to construct a fence on any lot shall submit to the Homes Association a written request for permission to construct a fence. The request shall state the name and address of the owner of the lot on which the proposed fence is to be constructed and the location, height, and material to be used in constructing the fence. It is expressly provided, however, that no fence to be constructed along the boundary line of any lot shall exceed six (6) feet in height, except for chain link fences which shall not exceed four (4) feet in height.

As amended 12-14-93 Previously recorded as Section 10

SECTION 12. LAWNS AND LANDSCAPING

All lawns, including all areas between each residential building and any adjacent street, regardless of the existence and location of any fence, boundary wall, berm sidewalk, or right-of-way shall be fully sodded. The owner of each said lot at all times shall keep his lawn, including areas between residences and adjacent street, fully sodded, and keep such lawn uniformly mowed and clipped with a length of grass not to exceed four (4) inches.

Compost piles shall be properly located and maintained so that they are not noxious or offensive to adjoining residences or the Homes Association.

Hedges, or the continuous planting of trees, bushes, or shrubbery that screen or block the view from the front street of the residential building shall be prohibited. The owner shall landscape the lot to the same standards as that generally prevailing throughout the subdivision and similar subdivisions in the area.

As amended 12-14-93 Previously recorded as Section 25

SECTION 13. DOG RUNS PROHIBITED

In no event will any dog runs be erected, placed, or maintained upon any of the lots hereby restricted. As adopted 12-14-93 Previously recorded as Section 23

SECTION 14. LOCATION OF UTILITIES - CONNECTIONS

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

As amended 12-14-93 Previously recorded as Section 11

SECTION 15. OUTBUILDING AND APPURTENANT STRUCTURES

No outbuilding, shed, or other detached structure for storage may be erected on any of said lots irrespective of the size, location or material used.

No hot tub, gazebo, deck, dog pen or any other structural addition, or device appurtenant to a residence may be constructed or erected without the written approval of the Homes Association. As amended 12-14-93 Previously recorded as Section 12A

SECTION 16. SWIMMING POOLS PROHIBITED

No inground or above ground swimming pools may be constructed or maintained upon any of the lots hereby restricted.

As amended 12-14-93 Previously recorded as Section 22

SECTION 17. ANTENNA, TOWERS AND SATELLITE DISHES

No exterior antenna, tower, satellite dish or other device for the sending or receiving of radio, television, shortwave, audio or visual transmissions shall be attached to or installed on any residence, or erected or maintained on any of the lots hereby restricted without the written approval of the Homes Association.

As amended 12-14-93 Previously recorded as Section 12B

SECTION 18. LIVESTOCK OR POULTRY PROHIBITED

No animals, livestock or poultry of any kind shall be raised, bred or kept on any lots, except a total of two (2) dogs and two (2) cats or two (2) other common household pets. Provided that such animals are not kept, bred or maintained for commercial purposes. As

amended 12-14-93 Previously recorded as Section 13

SECTION 19. SIGNS AND BILLBOARDS

No signs, advertisements, billboards or advertising structure of any kind may be erected on maintained on any of said lots without the written consent of the Association. However, that permission is hereby granted for the erection of not more than one sign for the sole purpose of selling a residence. The sign must be of a professional appearance, not larger than six (6) square feet; homemade signs, banners, etc. are not acceptable. Signs are to be kept a minimum of twenty (20) feet from the curb. Open house signs are allowed only on the day of showing.

As amended September 1990 Previously recorded as Section 14

SECTION 20. STORAGE TANKS PROHIBITED

No tanks for the storage of fuel or other liquids may be maintained above or below the surface of the ground on any of the lots hereby restricted.

As amended 12-14-93 Previously recorded as Section 15

SECTION 21. STORAGE OF VEHICLES, TRAILERS, R.V.'S BOATS, ETC

There shall be no vehicle repair conducted on any of the said lots bound by these restrictions. Repairs to any vehicles must be performed inside the residence structure. No vehicles (ATV's, automobiles, boats, commercial vehicles, R.V.'s, trailers, trucks, etc.) shall be stored for a greater period than 72 hours outside any residence, without the prior written approval of the Association.

As amended September 1990 Previously recorded as Section 16

**SECTION 22. EXTERNAL SOLAR DEVICES, ENERGY
CONSERVATION DEVICES, ENERGY
PRODUCING DEVICES, ETC**

There shall be no external solar energy devices, energy conservation devices, energy producing devices, equipment, or structures constructed or installed on any lot hereby restricted, except upon written approval by the Homes Association. No such device, structure, or equipment shall be approved except those that abut directly to and follow the contour of said roof and not extending more than twelve (12) inches above the surface of the roof where installed. In addition no such device, structure, or equipment shall be installed or erected on the roof so that it is visible from the view of the front street of the residential building.

As amended 12-14-93 Previously recorded as Section 16A

SECTION 23. NUISANCES PROHIBITED

No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done on any lot which is or may become an annoyance or nuisance to the neighborhood. Previously recorded as Section 17

**SECTION 24. DURATION OF RESTRICTIONS AND
AMENDMENTS**

The restrictions herein set forth shall continue to be binding upon the Association and upon its successors and assigns until December 31, 2005, and shall automatically be continued thereafter for successive periods of five (5) years each, provided, however, that the owners of the fee simple title to more than sixty percent (60%) of the lots bound by these restrictions herein set forth, on December 31, 2005, or at the end of any successive five year period thereafter, may terminate these restrictions by executing and acknowledging an appropriate document in writing for such purpose and filing same for record in the office of the Recorder of Deeds of Clay County, Missouri, prior to the expiration of any successive five (5) year period after December 31, 2005.

This Declaration of Restrictions may be amended by a vote of 2/3 of the votes present either in person or proxy at any annual or special meeting of the membership provided written notice of the proposed amendments has been mailed to each member at least ten (10) days in advance of the meeting. Any amendment so approved shall be evidenced by a written instrument executed, acknowledged and filed for record in Clay County, Missouri.

This Declaration of Restrictions may also be amended by written instrument executed by the owners of 2/3 of the lots which instrument shall be filed for record in Clay County, Missouri. As amended 12-14-93 Previously recorded as Section 18

SECTION 25. RIGHT TO ENFORCE

The restriction herein set forth shall run with the land and bind the present owner and its successors and assigns, and all subsequent owners of the land herein described and all said parties agree and covenant with the owner of the lots hereby restricted, and with its successors, assigns and grantees, to conform to and observe said restrictions as to the use of said lots and the construction of improvements thereon. No restriction herein set forth shall be personally binding on any corporations, person or persons, except in respect to breaches committed during its, his or their seisin of, or title to said land. The Homes Association and the owner or owners from time to time of any of the lots hereby restricted, shall have the right to sue for and obtain an injunction, prohibitive or mandatory, to prevent the breach of or enforce the observance of the restrictions above set forth, in addition to ordinary legal actions for damages; and the failure of the Homes Association or any other owner or owners from time to time of any lot or lots in this subdivision, to enforce any of the restrictions herein set forth at the time of its violation shall in no event be deemed to be a waiver of the right to do so thereafter.

In addition to other remedies contained herein, the persons bound by these restrictions as defined in Section 1 hereof (hereinafter sometimes referred to as "member(s)") shall also be subject to the imposition of sanctions, as follows.

SANCTION PROVISIONS

Members who violate any of the restrictions set forth herein above, or any of the duly promulgated rules and regulations of the Homes Association, shall be subject to sanctions. Such sanctions may include, but shall not necessarily be limited to:

- (a) Suspension from the privileges of membership, to include the right to vote and the right to use and enjoy all or part of the Common Area, for a period not to exceed ninety (90) days for each violation.
- (b) The assessment of reasonable fines, not to exceed fifty dollars (\$50) for each such violation. Such fines, as well as costs and attorney's fees expended in collecting such fines or enforcing suspensions shall be considered Special Assessments in accordance with Article 6.4 and shall become a lien against the lot upon which said assessment is imposed.

PROCEDURE FOR IMPOSING SANCTIONS

Whenever violations justify the imposition of sanctions, such sanctions shall be imposed in accordance with the following procedure:

- (a) When a member has violated the restrictions or rules and regulations, he or she will be given written notice of the alleged offense(s), the sanction to be imposed by the Board of Directors, and the date upon which the sanction shall be imposed.
- (b) The member shall have ten (10) days following date of the notice required by section (a) to request a meeting with the Board of Directors. Such request shall be made in writing to the Board of Directors. If such a meeting is not requested, all sanctions specified in the notice shall be effective upon the correction date specified in the notice. If a meeting with the Board of Directors is requested, it shall be at the next scheduled Board of Directors meeting. At the meeting, the member(s) and the Board of Directors shall be allowed to present evidence, call and examine witnesses and cross-examine witnesses called for the purpose of deciding on the violations alleged.
- (c) At the conclusion of the meeting, the Board of Directors shall make a decision concerning the existence of violations alleged and the appropriate sanctions to be imposed. The Board of Directors may affirm the sanction imposed, modify the sanction, or reverse the sanction. This decision shall be in writing and forwarded to the member within five (5) days of the meeting. The decision of the Board of Directors shall be effective immediately.
- (d) The member may appeal the Board's decision to an arbitration panel comprised of three persons, selected as follows: the member shall choose one arbitrator; the Board shall choose one arbitrator; the two arbitrators so selected shall select a third arbitrator. The arbitration panel shall hear evidence and call and examine witnesses in their discretion and may affirm the sanction, modify it, or reverse the fine or sanction. The arbitration panel's decision shall be final and no further appeals shall be allowed by either the member or the Board of Directors.

PENALTY FOR NON-PAYMENT OF SANCTIONS

The payment of a fine imposed in accordance with Procedure for Imposing Sanctions shall be due and owing on the date specified in the notice to the member, or the completion of all appeals, whichever is later. In addition to the methods enumerated above for enforcing sanctions, and as a penalty for non-payment of a fine, for every month the fine remains unpaid, the member shall pay the Association an amount equal to the total fine originally imposed.

As amended 3/17/01

SECTION 26. EFFECT OF INVALIDITY OF A PORTION OF THE DECLARATION

Invalidation of any one or more of the foregoing restrictions or covenants by judgment or court order shall in no manner affect any of the other provisions herein, and all such other provisions shall remain in full force and effect.

Previously recorded as Section 20

SECTION 27.HOMES ASSOCIATION DECLARATION

To insure the continuous availability of certain services and convenience for New Mark property owners, and to provide the means for the creation and maintenance of a residential neighborhood possessing features of more than ordinary value, all lots in the New Mark development subject to these restrictions may also be subjected to a homes association declaration. This association created pursuant to said declaration shall have the same power to enforce these restrictions as given to the developer and owners under Section 25 above. Previously recorded as Section 21

**NEW MARK WILLOW FARM POOL AND HOMES ASSOCIATION
DECLARATION**

This declaration, made this 12th day of April, 1976, by New Mark Development Company, Inc., hereinafter called "Developer";

Witnesseth that:

Whereas, Developer is the owner of certain lots as herein described located in New Mark, a subdivision in Kansas City, Clay County, Missouri, which lots have been platted pursuant to a plat filed in the office of the Recorder of Deeds, Clay County, Missouri, in plat book 16 at page 80; and

Whereas, Developer intends to provide certain recreational facilities and services and conveniences to benefit the owners and occupants of the property herein described; and

Whereas, Willow Farm Pool and Homes Association joins in the execution and filing of this Declaration for the purpose of accepting the duties and obligations imposed on it by the terms hereof;

Now, therefore, the Developer does by these presents subject the following described lots to the covenants, charges and assessments as hereinafter set forth:

Lots 1 through 13 of block 12,
Lots 1 through 28 of block 13,
Lots 1 through 39 of block 14,
Lots 1 through 32 of block 15,
Lots 1 through 25 of block 16,
Lots 1 through 16 of block 17,
Lots 1 through 18 of block 18,
Lots 1 through 33 of block 19.

New Mark, a subdivision in Kansas City, Clay County, Missouri.

Article I

Definitions

1.1 Association. “Association” shall mean the Willow Farm Pool and Homes Association, a Missouri not-for-profit corporation, its successors and assigns.

1.2 Developer. “Developer” shall mean New Mark Development Company, Inc., its successors and assigns.

1.3 Lot. “Lot” shall mean those single family residential lots, including any part or parts thereof, which are from time to time made subject to the terms of this declaration.

1.4 Owners. “Owners” shall mean those persons, firms and corporations, who may from time to time own one or more lots subject to the terms of this declaration.

1.5 Association property. “Association property” shall mean all real and personal property owned from time to time by the Association.

1.6 Member. “Member” shall mean each owner of a lot, including Developer.

1.7 Improved lot. “Improved lot” shall mean a lot upon which a residence has been constructed and which is occupied. All other lots shall be considered unimproved lots for the purpose of this declaration.

Article II

Voting Rights

2.1 Voting rights. For the purpose of voting on any issue, members shall be entitled to cast votes as follows:

(A) Developer shall be entitled to cast three (3) votes for each lot then owned by Developer which is subject to the terms of this declaration. Developer may at any time, by written notice to the Association, reduce the number of votes per lot owned by developer or totally relinquish Developer’s voting rights.

(B) Owners, other than Developer, shall be entitled to cast one vote for each lot then owned by said owner. If more than one persons owns a lot, only one (1) vote shall be cast with respect to said lot.

Article III

Additional Lands

3.1 The Developer reserves the right to add, by written instrument, other land or lots owned by the developer to the terms and provisions of this declaration.

3.2 The Membership may:

- (A) Add other land (with approval of the owner thereof) to the terms of this declaration.
- (B) Combine or unite the association with another association;

Upon the affirmative vote of two-thirds (2/3) of the votes present either in person or by proxy at any annual or special meeting of the membership.

Article IV

Management of the Association

The association shall be managed by a board of directors of not less than five (5) in number elected in accordance with the articles of incorporation and by-laws of the association.

Article V

Powers, Rights and Duties of the Association

5.1 Maintenance and operation of association property. The association shall maintain all improvements erected from time to time on association property for the benefit of the members of the association; operate the association facilities, including any swimming pools owned by the association, mow and resow the lawns and care for, spray, trim, protect, plant and replant trees and shrubs growing on all property which may, from time to time, belong to the association; pick up and remove from all property belonging to the association loose material, rubbish, filth and accumulations of debris; and do any other thing necessary or desirable in the judgment of the association to keep all property belonging to the association in neat appearance and good order.

5.2 Enforcement of building restrictions. The association can enforce any or all building restrictions which have been imposed or which may hereafter be imposed upon any of the land subject to this declaration. Said building restrictions may be enforced either in the form in which they were originally placed on such property or as modified subsequent thereto.

5.3 Exercise easements. The association can exercise the rights and control over such easements as it may acquire from time to time.

5.4 Garbage and Trash. The association can provide for the collection and disposal of garbage, rubbish and trash.

5.5 Snow removal. The association can provide for the plowing or removal of snow from the streets, sidewalks, and parking areas.

5.6 Lighting. The association can provide such lights as the association may deem advisable on streets, parking lots, entrances and in other public or semi-public places.

5.7 Defend and bring lawsuits. The association can employ counsel and institute and prosecute such suits as the association may deem necessary or advisable and defend suits brought against the association.

5.8 Rules and regulations with respect to the use of facilities and association property. The association can adopt and enforce rules and regulations relating to the use of structures or facilities which may exist or be erected from time to time on association property and establish charges for the use of such facilities and structures.

5.9 Suspend voting rights and rights of members to use facilities and services. The association can suspend the voting rights of members and the rights of the member and his/her family to use facilities and receive association services for any period during which assessments levied and due from such member and against his lot remain unpaid or for an infraction of rules and regulations of the association by any member or any persons in the member's family.

5.10 General powers. The association shall have such other powers and rights as are granted to not-for-profit corporations by the laws of the state of Missouri.

Article VI

Assessments

6.1 Annual assessment. For the purpose of providing a fund to enable the association to perform and exercise the rights, powers and duties as herein set out and to enable the

association to make capital improvements, all lots described in this declaration shall be subject to an annual assessment.

- 6.2 Rate of assessment . The annual assessment shall be as determined each year by the board of directors of the association, provided, however, that the annual assessment for improved lots shall not exceed \$300.00 (three hundred), unless the membership, at an annual or special membership meeting shall be a majority of the votes present either in person or by proxy at said meeting authorized an annual assessment in excess of \$300.00 (three hundred). The annual assessment for each unimproved lot covered by this declaration shall be one hundred percent (100%) of the annual assessment for each improved lot.
As amended 2/5/00

6.3 Assessments--When due. The annual assessments shall be made on a fiscal year basis and shall be due March 1 of each year and delinquent April 1 of each year. Notice of the annual assessment shall be mailed to the owner by February 24 of each year. The board of directors of the association may impose a penalty of \$25.00 (twenty five) for each month delinquent. Failure to make an assessment by March 1 shall not invalidate an assessment subsequently made for said fiscal year. Failure of any owner to receive notice of the assessment shall not relieve said owner of liability for payment of the assessment, together with any penalties if the assessment becomes delinquent. As amended 1-28-97

6.4 Special Assessments. The association shall have the power to levy special assessments against all lots covered by this declaration for the purpose of constructing improvements or facilities on association property, or for other necessary expenses, provided the construction of said improvements or facilities or necessary expenses has been approved by a vote of 2/3 of the votes present in person or by proxy at any regular or special meeting. The method of payment of the special assessment shall be as determined by the board of directors of the association. The amount of the special assessment for each unimproved lot shall be one hundred percent (100%) of the amount of the special assessment for each improved lot. The board may impose a penalty for each month the special assessment remains delinquent. The monthly penalty may not exceed ten percent (10%) of the amount of the special assessment. Failure of any owner to receive notice of the special assessment shall not relieve said owner of the liability for payment of the special assessment, together with any penalties if the assessment becomes delinquent. As amended 12-14-93

6.5 Personal obligations and lien on property. All assessments, together with any penalties, shall be the personal obligation of the owner, and shall constitute a continuing lien on the lot upon which said assessment is imposed. Collection of assessments and penalties may be enforced by:

- (A) Lawsuit against the owner personally obligated for the assessment, or

(B) Lawsuit to foreclose the lien against the lot upon which the assessment is imposed.

If it becomes necessary for the association to institute legal action to collect any assessment, the association shall also be entitled to collect reasonable attorneys' fees.

The lien of any assessment shall be subordinate to the lien of any first mortgage or first deed of trust heretofore or hereafter placed upon the lot subject to the assessment. Upon foreclosure of said first mortgage or deed of trust, the lien of the assessment shall be extinguished. The transfer of title to any lot (other than by foreclosure) upon which there is an unpaid assessment, shall not relieve said lot from the liability of the lien.

Failure of any owner to utilize the association facilities or of any owner to accept the services provided by the association shall not relieve said owner from the liability of the assessment.

6.6 Notice of lien. The association shall be authorized to file for record a notice showing the lien against any lot upon which the assessment has become delinquent. Neither the association nor any person filing said notice on behalf of the association shall incur any liability whatsoever for the filing of said notice. Failure to file the lien notice shall in no way affect the validity of the lien or the assessment.

Article VII

Covenants

All provisions of this declaration shall be deemed covenants running with the land and shall be binding on the parties hereto and their successors and assigns and the subsequent owners of the land herein described.

Article VIII

Amendments

This declaration may be amended by a vote of two thirds (2/3) of the votes present either in person or proxy at any annual or special meeting of the membership provided written notice of the proposed amendments has been mailed to each member at least ten (10) days in advance of the meeting. Any amendment so approved shall be evidenced by a written instrument executed, acknowledged and filed for record in Clay County, Missouri. The

declaration may also be amended by written instrument executed by the owners of two thirds (2/3) of the lots which instrument shall be filed for record in Clay County, Missouri.

In witness whereof, New Mark Development Company, Inc., by authority of its board of directors, has caused these presents to be executed by its president and its corporate seal to be hereto affixed this 12th day of April, 1976.

CONSENT

Willow Farm Pool and Homes Association, a Missouri not-for-profit corporation, joins in the filing of the aforesaid declaration and agrees to carry out the functions and duties of the association as provided in the above declaration, April 12, 1976.

WILLOW FARM POOL AND HOMES ASSOCIATION

RESTRICTIONS REQUIRING BOARD APPROVAL

Exterior changes requiring written board approval are as follows:

1. Composite roofing material resembling wood shake shingles. (Section 9)
2. Aluminum, vinyl or steel siding, manufactured stone and lava rock siding. (Section 9)
3. All fences including location, height & material to be used. (Section 11)
4. Hot tubs, gazebos, decks, dog pens, or any other structural addition or device appurtenant to a residence. (Section 15)
5. Any exterior antenna, satellite dish or other device, attached or installed, on any residence or erected on maintained on any lot. (Section 17)
6. Any signs, advertisements or advertising structure of any kind (except or one sign for the sole purpose of selling a residence). (Section 19)
7. The storage of any vehicles for a period greater than 72 hours outside any residence. (Section 21)
8. External solar energy producing or energy conservation devices, equipment, or structures constructed or installed on any lot. (Section 22)
9. New construction requiring written board approval. (Section 8)

WILLOW FARM POOL AND HOMES ASSOCIATION

POOL RULES AND REGULATIONS

Normal hours of pool operation will be from 11:30 AM to 9:00 PM seven days a week. The pool will officially open Memorial Day and close for the season Labor Day. While school is in session, pool hours may vary.

The New Mark Swim Team will use the pool for practice from 7:30 AM to 10:30 AM. Swim meets are also scheduled at the Willow Farm Pool. On those dates, the Brooking Pool is available to Willow Farm members. Please bring your identification if you use the Brooking Pool during the meets.

GENERAL REGULATIONS WILL BE AS FOLLOWS

1. All state, city and Red Cross Safety and Health regulations shall apply.
2. Children under the age of 10 years must be accompanied by a parent or baby-sitter. (Baby-sitters must be at least 16 years of age)
3. Horseplay, running, excessive splashing and any other activity that could be considered dangerous, will not be permitted.
4. No large beach toys, boats, large flotation devices or balls are allowed and organized play activities will supersede this rule at the discretion of the lifeguard.
5. Drinks in non-breakable containers will be allowed. Glass objects of any kind are forbidden.
6. Pets will not be permitted in the pool area.
7. Swimming apparel must be of good taste and subject to the approval of the lifeguard. No cutoffs are allowed.
8. The diving area is not a general swimming area.
9. The wading pool is to be used only by small children who are accompanied (See #2).
10. One person on the diving board at a time.
11. Multiple jumps (bounces) will not be permitted on the diving boards.
12. There will be an adult swim every hour for 10 minutes for those 18 years or older.
13. All persons entering the pool area must have their key. Lifeguard are not permitted to open the gates.

LIFEGUARD will be on duty during authorized open hours and his/her instructions are to be followed immediately:

1. A single whistle blast is calling for an individual's attention.
2. Two sharp blasts indicates an emergency. All swimmers are to give immediate attention.

Lifeguards will have full authority to enforce any and all rules and regulations and the right to dismiss anyone from the pool. There will first be a warning and a 30 minutes "SIT-OUT" period for minor violations. Second offense will get a dismissal from pool and parents contacted. Third offense dismissed party will lose pool privileges for one month. Repeated violations will place members liable to disciplinary action by the Board of Directors and possible suspension of pool privileges for the rest of the summer.

GUEST RULES

GUEST OF MEMBERS ARE WELCOME. HOWEVER, THE FOLLOWING RESTRICTIONS WILL APPLY:

1. Guests must be accompanied by a member at all times. There will be no charge for guest.
2. All guests must be registered with the lifeguard upon their arrival.
3. Members are to accompany their guests at all times and are responsible for their actions. However, members having out of town house guests for a lengthy stay may request a waiver from the Board of Directors. If granted, these guests must be registered with the lifeguard. Their anticipated length of stay must also be noted.
4. Baby-sitters shall be considered house guests, subject to the above, and must be registered as such with the lifeguard.
5. Children 16 years and older may bring no more than three guests unless accompanied by a parent.
6. Guest limit for each household will be a maximum of six (6) guests per household.
7. If more than six (6) guests special permission must be obtained by the board representative.

USE OF POOL FOR PRIVATE PARTIES

1. Parties must be approved two weeks in advance by board representative.
2. First come, first served. A submitted request form must be used. Use copy of Appendix C
3. Two lifeguards are required. (\$12.50 per hour for each, payment in cash).
4. Security deposit of \$50.00.
5. Homeowner responsible for all damages.
6. Homeowner must be member of the private party, be in attendance, and the responsible party.
7. If under 18 years of age, there needs to be an adult for every 5 persons present.

8. All pool parties are subject to rules and regulations of Willow Farm Pool & Homes Association.

WILLOW FARM POOL AND HOMES ASSOCIATION

APPLICATION FOR PRIVATE POOL PARTY

Submit to: Board of Directors
Willow Farm Pool & Homes Association
P.O. Box 28131
Kansas City, MO 64188-0131

TODAY'S DATE _____

DATE & TIME OF POOL PARTY _____

NAME, ADDRESS, AND PHONE NUMBER OF MEMBER REQUESTING POOL PARTY:

Parties must be approved two weeks in advance by board representative on a first come, first served basis. Two lifeguards are required and must be paid \$12.50 per hour each in cash at the time of the pool party. A security deposit of \$50.00 must be paid at the time the request is submitted. **Homeowners are responsible for all damages and must be in attendance at the pool party.** If any of the attendees are under 18 years of age, there needs to be an adult for every 5 persons present. All pool parties are subject to rules and regulations of Willow Farm Pool & Homes Association.

DATE REQUEST RECEIVED _____

RECEIVED BY _____

ACTION TAKEN: APPROVED / REJECTED
(Circle One)

COMMENTS: _____

DATE NOTIFICATION MADE _____

PERSON NOTIFIED _____

NOTIFIED BY _____

WILLOW FARM POOL AND HOMES ASSOCIATION

RESTRICTION COMPLAINT FORM

Submit to: Board of Directors
Willow Farm Pool & Homes Association
P. O. Box 28131
Kansas City, Missouri 64188-0131

TODAY'S DATE: _____

DATE & TIME OF VIOLATION: _____

LOCATION OF VIOLATION: _____

NAME & ADDRESS OF VIOLATION: _____

DESCRIBE VIOLATION: _____

(If violation involves vehicle give description and license number)

FOLLOW-UP INFORMATION: _____

Complainant Information:

Name: _____ Phone:(H) _____

Address: _____

Confidentiality will be maintained

Complaint received by: _____