

West Country Club Estates Homeowners Association

A Missouri Nonprofit Corporation Pettis County, Missouri

Bylaws

Article I

Purpose: The Association is organized for the purpose of governing property located in West Country Club Estates, a subdivision located in Pettis County, Missouri, (hereinafter referred to as “Subdivision”), which Subdivision has been subjected to Protective Covenants as recorded in the Office of the Recorder of Deeds of Pettis County, Missouri. Moreover, a Homes Association Declaration and an Amended Declaration of Restrictions have been recorded in the Office of the Recorder of Deeds of Pettis County, Missouri. Where inconsistent with these Bylaws, the Homes Association Declaration shall govern.

Article II

Offices: The Association may have such offices as the Board of Directors may require. The principal office shall be located in Sedalia, Pettis County, Missouri.

Article III

Members: Any person on becoming an owner of property located within the Subdivision, with the exception of the Developer of the Subdivision, James E. Dick, shall automatically become a member of this Association and be subject to these Bylaws. Such membership shall terminate without formal Association action whenever such person ceases to own property within the Subdivision. Such termination shall not relieve or release any such person from liability or obligation incurred under or in any way connected with the Subdivision during the period of ownership and membership in this Association. No certificates of stock shall be issued by the Association, but the Board of Directors, if it so elects, may issue one membership card to each owner or owners of each lot or tract of property in the Subdivision. Each lot or tract of property in the Subdivision shall be entitled to one vote in the affairs of the Association.

Article IV

Meetings: The annual meeting of the Association shall be held within sixty days of August 31, the close of the fiscal year. The Board of Directors will notify the members of the date, time, and place of the meeting by e-mail or by uncertified U.S. mail, postage prepaid. Such notice will be mailed not less than ten days, nor more than sixty days prior to the meeting and state the date, time, and place of said meeting, and the purpose(s) thereof. Special meetings may be called by the Board of Directors or upon a petition signed by twenty-five percent of the members of the Association. The notices of any special meeting shall state the date, time, and place of said meeting and the purpose(s) thereof, including the items on the agenda, and shall be mailed as hereinbefore set forth. No business shall be transacted at a special meeting except as stated in the notice unless by consent of four-fifths (4/5) of the members present. (Association amended Article 4 and approved in 2017 by ballot.)

Article V

Quorum: A majority of the members must be present at any meeting before business may be conducted. However, if a quorum is not present, a majority of the members present at the meeting may adjourn the meeting from time to time until a quorum is attained.

Article VI

Board of Directors

Board Members: The affairs of this Association shall be governed by its Board of Directors composed of five (5) persons. Each director shall hold office until his/her successor is elected at the annual meeting of the membership, and duly qualified, subject to earlier termination by removal or resignation. Directors shall be elected by the members at the annual meeting for a one year term, by a majority of a quorum present.

General Powers: The Board shall have the powers and duties necessary for the administration of the Association and for the operation and maintenance of the Subdivision. The Board may do all such acts that are not by these Bylaws or by the Protective Covenants directed to be exercised and done by the property owners.

Meetings: The Board shall hold a meeting to elect the officers of the Association and conduct any other business matters within thirty days of the Association's annual meeting. The Board may provide by resolution for additional regular meetings to be held without notice. Special meetings may be called by the President or any two directors. (Association amended "Meetings" and approved in 2017 by ballot.)

Quorum: A majority of the Directors must be present in order to conduct business. However, a majority of those present may adjourn the meeting from time to time without further notice.

Vacancies: Any vacancy on the Board may be filled by the affirmative vote of the remaining Directors, even though they may constitute less than a quorum. Each Director so elected shall serve out the remaining term of his/her predecessor.

Removal: The Board of Directors may remove any Director at any time for cause. However, Directors elected by the membership may not be removed except by the membership, but the authority of such Director to act as a Director may be suspended by the Board for cause.

Article VII

Officers

Designation: The officers of the Association shall be President, Vice President, Secretary, Treasurer, and an at large member. All officers shall be elected by the Board.

Term: The initial officers shall be elected by the Board at their organizational meeting. Thereafter, the officers shall be elected annually by the Board at their annual meeting. Vacancies may be filled at any meeting of the Board. Each officer shall remain in office until his/her successor is elected and qualified, subject to earlier termination by removal or resignation.

President: The president shall be the principal officer of the Association and shall supervise and control all of the business and affairs of the Association. The president shall preside at all meetings of the membership and the Board of Directors. He/She shall have all such powers as may reasonably be construed as belonging to the chief executive of a nonprofit corporation.

Vice President: The vice president shall perform the duties of the president in the absence of the president or in the event of the president's inability or refusal to act.

Secretary: The secretary shall keep the minutes and records of the Association, see that all notices are given in accordance with these Bylaws or as provided by law, keep the seal of the Association and affix the same to corporate documents, keep a list of all members and their mailing addresses, and perform all duties incidental to the office of secretary, and such other duties as may be assigned by the president or Board of Directors.

Treasurer: The treasurer shall have charge and custody of and be responsible for all funds and securities of the Association, and perform all duties incidental to the office of treasurer and other duties as may be assigned by the president or the Board of Directors.

At Large Member: A fifth at large member shall also be selected and shall assist the above officers at the request of the president.

Article VIII

Amendment: These Bylaws may be amended or repealed by an affirmative vote of a majority of those present at a meeting of the membership called for the purpose of acting upon such amendment, provided that a quorum is present.

Article IX

Indemnification: The Association shall indemnify every director or officer, his/her heirs, executors and administrators, against all loss, cost and expense, including counsel fees, reasonably incurred by him/her in connection with any action, suit, or proceeding to which he/she may be a party by reason of his/her being or having been a director or officer of the Association, except in matters of gross negligence or willful misconduct. In the event of a settlement, indemnification shall be provided only in connection with such matters in which the Association is advised by counsel that the person to be indemnified has not been guilty of gross negligence or willful misconduct in the performance of his/her duty as such director or officer may be entitled.

Article X

Nonprofit Purpose: This Association is not organized for profit. No member, director, or person from the Association may receive any property or funds, shall receive or be lawfully entitled to receive any pecuniary profit from the operation thereof, and in no event shall any part of the funds or assets of the Association be paid as a salary or as compensation to, or distributed to or inure to the benefit of any director; provided however, that any director may, from time to time, be reimbursed for his/her actual and reasonable expenses incurred in connection with the administration of the affairs of the Association.

Article XI

Corporate Seal: The directors shall provide a corporate seal which shall be circular in form and shall have inscribed thereon the name of the Association.

Certificate

I hereby certify that the foregoing is a true and correct copy of the Bylaws of West Country Club Estates Homeowners Association, a Missouri nonprofit corporation, as adopted by the initial Board of Directors at its organizational meeting on the 2nd day of August, 2005.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the corporation this ____ day of _____, ____.

Homes Association Declaration

THIS DECLARATION, made as of the 2nd day of August, 2005, by James E. Dick, Developer of WEST COUNTRY CLUB ESTATES, and the undersigned property owners in WEST COUNTRY CLUB ESTATES.

WITNESSETH:

WHEREAS, Developer and the undersigned own the following real property in Pettis County Missouri:

WEST COUNTRY CLUB ESTATES, a subdivision in Pettis County Missouri:

WHEREAS, Developer, and the undersigned property owners of the above described real property, desire to create and maintain a homes association for the purpose of maintaining a road for ingress and egress, maintaining common areas, and enhancing and protecting the value, desirability, attractiveness, and maintenance of the property within the development:

NOW, THEREFORE, in consideration of the premises contained herein, Developer and the undersigned, for themselves and for their successors and assigns, and for their future grantees, hereby subjects all of the above described real property to the covenants, charges, assessments, and easements hereinafter set forth.

Article I

Definitions

For purposes of this Declaration, the following definitions shall apply:

(a) "Board of Directors" shall mean the Board of Directors of the Homes Association.

(b) "Common Areas" shall mean (i) street right-of-ways, (ii) streets and street islands, (iii) gateways, entrances, monuments, berms, and other ornamental areas and related utilities, street lights, sprinkler systems, and landscaping constructed or installed by or for the Developer at or near the entrance of any street or along any street, and any easements related thereto, and (iv) all other areas and places, together with all improvements thereon and thereto which are intended for the use, benefit, or enjoyment of all the Owners within the District.

(c) “Developer” shall mean and refer to James E. Dick, and his successors and assigns.

(d) “District” shall mean all real estate within the above described property, all Common Areas, and all additional property which hereafter may be made subject hereto in the manner provided herein.

(e) “Homes Association” shall mean the Missouri nonprofit corporation to be formed by the Developer for the purpose of serving as the Homes Association for the district.

(f) “Lot” shall mean any lot shown as separate lot on any recorded certificate of survey or plat of the above described real property.

(g) “Owner” shall mean the record owner in fee simple of any real property within the District, including the Developer.

(h) “Street” or “street” shall mean any public street, road, terrace, circle, boulevard, cul-de-sac, or easement for ingress and egress shown on any recorded survey or plat of all or part of the District.

Article II

Homes Association Membership, Voting, and Management

Membership in the Homes Association shall be limited to the Owners of real property within the District, and every such Owner shall automatically be and become a member upon acquisition of fee title to the same. However, developer James E. Dick shall not be a member of the Homes Association, shall not have voting authority in the Homes Association, and shall not be liable for dues to the Homes Association. When title to undeveloped lot(s) of the Subdivision pass from James E. Dick, such lot(s) and its owners are subject to the rules, regulations, and restrictions of the subdivision, and shall become members in the Homes Association.

The Homes Association shall have only one class of membership. Membership shall be for those property owners who own property in the above described tract of land.

Each member shall have one vote for each lot for which he/she is the Owner and upon which he/she shall not be delinquent in the payment of any assessment: provided, however, that when more than one person is an Owner of any particular lot,

all such persons shall be members and the vote for each lot shall be exercised as they, among themselves, shall determine, but in no event shall the vote be divided nor shall more than one vote be cast with respect to such lot.

Article III

Powers and Duties of the Homes Association

1. In addition to the powers granted by other portions of this Declaration, by any deeds, declarations, or plats covering the property in the District or by law, the Homes Association shall have the power and authority to do and perform all such acts as may be deemed necessary or appropriate by its Board of Directors to carry out and effectuate the purposes of this Declaration, including, without limitation:

(a) To enforce, in its own name, any and all buildings, use, or other restrictions, obligations, agreements, or reservations which have been or hereafter may be imposed upon any of the lots: provided, however, that this right of enforcement shall not serve to prevent changes, releases, or modifications of restrictions, obligations, agreements, or reservations from being made by the parties having the right to make such changes, releases, or modifications under the terms of the deeds, declarations, or plats in which such restrictions, obligations, agreements, and reservations are set forth. The expense and cost of any such enforcement proceedings by the Homes Association may be paid out of the general fund of the Homes Association, as herein provided.

(b) To acquire and own title to or interests in, and exercise control over, the Common areas, subject to the rights (including ownership) of any governmental authority, utility, or any other person or entity therein or thereto.

(c) To maintain public liability, worker's compensation, fidelity, fire, and other casualty, director and officer liability, indemnification, and other insurance with respect to the activities of the Homes Association and the property within the District.

(d) To levy and collect the assessments which are provided for in this Declaration and to maintain accounts and accounting records with respect thereto.

(e) To enter into and perform agreements from time to time with the Developer and other parties regarding the performance of services and matters benefiting both the Developer and the Homes Association and its members and the sharing of the expenses associated therewith.

(f) To enter into and perform agreements with the Developer, other developers, other homes associations, and other parties relating to the joint use, operation, and maintenance of any recreational facilities and other similar common areas, whether in or outside the District, and the sharing of expenses related thereto.

(g) To engage the services of a management company or other person or entity to carry out and perform all or any part of the functions and powers of the Homes Association, including, without limitation, keeping of books and records, operation, and maintenance of Common Areas and maintenance of lawns and landscaping.

(h) To engage the services of a security guard or security patrol service.

(i) To exercise any architectural and aesthetic control and authority given and assigned to it in this Declaration or in any other deed, declaration, or plat relating to all or any part of the District.

(j) To make, amend, and revoke reasonable rules, regulations, restrictions, and guidelines (including, without limitation, regarding the use of Common Areas) and to provide means to enforce such rules, regulations, and guidelines for the purpose of adequately and properly carrying out the provisions and purposes of this Declaration.

(k) To exercise such other powers as may be set forth in the Articles of Incorporation or Bylaws of the Homes Association.

2. In addition to the duties required by other portions of this Declaration and by law, the Homes Association shall have the following duties and obligations with respect to providing services to Owners within the District:

(a) Except as otherwise provided in any agreement with the Developer, the Homes Association shall at all times pay and be responsible for the proper maintenance of, and shall maintain, the Common Areas, subject to any control thereover maintained by any governmental authority, utility, or other person or entity.

Article IV

Method of Providing General Funds

1. For the purpose of providing a general fund to enable the Homes Association to exercise the powers, maintain the improvements and render the services provided for herein, all Lots in the District, other than Lots then owned by the Developer, shall be subject to an annual assessment to be paid to the Homes Association by the respective Owners thereof as provided in this Article IV. The amount of such assessment per improved Lot shall be fixed periodically by the Homes Association, and, until further action of the Homes Association, shall be \$100.00 per year. The amount of such assessment for unimproved lots shall be \$50.00 per year until further action of the Homes Association.

2. The rate of assessment upon each Lot in the District may be increased or decreased (a) annually by the Board of Directors, or (b) at any time or times at a meeting of the members specially called for that purpose and of which advance notice is given and if at least fifty-one percent (51%) of the members entitled to vote authorize such increase or decrease by an affirmative vote therefore; provided, however, that the rate of assessment may not be less than an amount that is necessary to permit the Homes Association to perform its duties specified in subsection 2 of Article III above.

3. The assessment provided for herein shall be due and payable on such dates as shall be determined by the Board of Directors from time to time, and may be made payable in installments at the discretion and in such manner as the Board of Directors shall determine; provided, however, that the first assessment for each Lot shall be due and payable upon the earlier of occupancy of the residence on the Lot or the closing of the sale of the Lot from the builder to the buyer and shall be prorated as of the date thereof. No Owner or Lot shall be entitled to receive any services to be provided by and through the Homes Association or to use any Common Areas other than streets until such time as the first assessment has been paid.

Article V

Lien on Real Estate

1. Each Owner (other than the Developer) shall be personally liable for the payment of all assessments becoming due and payable during the time such Owner holds fee title to a Lot, and the assessment shall become a lien on such Lot as soon as

it is due and payable. In the event of the failure of any Owner to pay any assessment within 30 days of the due date thereof, then such assessment shall bear interest at the rate of nine percent (9%) per annum from the due date until paid. Should an attorney be engaged to collect any assessment hereunder, all costs of collecting such assessment, including court costs and reasonable attorneys' fees, shall, to the extent permitted by applicable law, be added to the amount of the assessment being collected and the lien on the Lot.

2. All liens on any Lot for assessments provided for herein shall be inferior and subordinate to the lien of any valid purchase money, first mortgage, or deed of trust now existing or which may hereafter be placed upon such Lot.

3. Nonpayment of any such assessment provided for herein within 30 days from the due date thereof shall cause such assessment to become delinquent. Payment of both principal and interest of a delinquent assessment may be enforced as a mortgage lien on such Lot through proceedings in any court in Pettis County, Missouri, having jurisdiction of suits for the enforcement of such liens, or by any other appropriate proceedings allowed by law. The Homes Association may file certificates of nonpayment of assessments in the office of the Recorder of Deeds of Pettis County, Missouri, whenever any assessment is delinquent. For each certificate so filed, the Homes Association shall be entitled to collect from the Owner of the Lot described therein a fee established by the Homes Association from time to time, which initially shall be \$50.00, which fee shall be added to the amount of the delinquent assessment and the lien on the Lot.

4. Such liens shall continue for a period of ten years from the date of delinquency and no longer, unless within such period suit shall have been instituted for collection of the assessment, in which case the lien shall continue until payment in full or termination of the suit and sale of the property under execution of judgment.

5. The Homes Association may cease to provide any or all of the services to be provided by or through the Homes Association with respect to any Lot during any period that the Owner is delinquent in the payment of any assessment (including special assessments) due under this Declaration, and no such cessation of services shall result in a reduction of any amount due from the Owner before, during, or after such cessation. No Owner shall be entitled to use any Common Areas (other than streets) during such period of delinquency.

6. Upon violation of any rule, regulation, or covenant of the Bylaws or a HOA Declaration, if the West Country Club Estates Homeowners Association is the prevailing party in a lawsuit or court action, the violating member(s) shall pay the Homeowners Association's legal fees including attorney's fees and all other costs of suit.

Article VI

Special Assessments

In addition to the other assessments provided for herein, the Board of Directors (a) shall have the authority to levy from time to time a special assessment against any Lot (other than any Lot when owned by the Developer) and its Owner (other than the Developer) to the extent the Homes Association expends any money (whether for services or materials or otherwise) to correct or eliminate any breach by such Owner of any agreement, obligation, reservation, or restriction contained in any deed, declaration, or plat covering such Lot (including, without limitation, to maintain or repair any Lot or improvement thereon) and (b) shall levy from time to time special assessment against each and every Lot (other than any Lot then owned by the Developer) in an equal amount that is sufficient, when aggregated, to enable the Homes Association to perform its duties as specified in subsection 2 of Article III hereof that require any expenditure during any period in an amount in excess of the general funds of the Homes Association available therefore. In addition, special assessments against each and every Lot (other than any Lot then owned by the Developer) to pay the costs of constructing, maintaining, altering, or repairing any Common Area or improvement thereon may be levied (i) if fifty-one percent (51%) of the Owners (other than the Developer if its then an Owner) of the members authorized such special assessments by an affirmative vote therefore, and (ii) if the Developer, if it is then an Owner, approves such special assessments in writing. Special assessments shall be due and payable, shall be the personal obligation of the then-Owner of each Lot and shall become a lien on such Lot upon notice to such Owner of the assessment. Interest at the rate of nine percent (9%) per annum shall accrue from the due date until paid and shall also be part of the lien against such Lot. Such lien shall be enforced and terminated in accordance with the provisions of Article V above.

Article VII

Limitations on Expenditures

The Homes Association shall at no time expend more money within any one year than the total amount of the assessments (including special assessments) for that particular year, plus any surplus and available reserves which it may have on hand from prior years; nor shall the Homes Association have the power to enter into any contract which binds the Homes Association to pay for any obligation out of the assessments for any future year, except for contracts for utilities, maintenance, or similar services or matters to be performed for or received by the Homes Association or its members in subsequent years.

Article VIII

Notices

1. At least 10 days prior to any meeting of the Homes Association, it shall give written notice to all members of the place, time, and purpose of the regular or special meeting of the Homes Association.
2. The Homes Association shall designate from time to time, by notice to all Owners, the place where payment of assessments shall be made and the place or places where other business in connection with the Homes Association may be transacted and where the Homes Association may be contacted.
3. All notices required or permitted under this declaration shall be deemed given if e-mailed or deposited in the United States mail, postage prepaid, and addressed to the person entitled to such notice at the last address listed with the Homes Association for such person. Notice to one co-owner shall constitute notice to all co-owners.

Article IX

Extension of District

The Developer shall have, and expressly reserves, the right, from time to time, to add to the existing District and to the operation of the provisions of this Declaration such other adjacent (without reference to streets and right-of-ways) lands as it may now own or hereafter acquire by executing, acknowledging and recording an appropriate written declaration or agreement subjecting such land to all of the provisions hereof as though such land had been originally described herein and subjected to the provisions hereof; provided, however, that such declaration or agreement may contain such deletions, additions, and modifications of the provisions of this Declaration applicable solely to such additional property as may be necessary or desirable as solely determined by the Developer in good faith.

Article X

Observance of All Laws

The Homes Association shall at all times observe all applicable federal, state,

county, city, or other laws, rules, regulations, and ordinances. If at any time any of the provisions of this Declaration shall be found to be in conflict with such laws, rules, regulations, or ordinances such provisions shall be of no force or effect to the extent of such conflict for so long as such conflict exists, but no other parts of this Declaration not in conflict therewith shall be affected thereby.

Article XI

Amendment and Termination

This Declaration may be amended or modified, in whole or in part, at any time by a duly acknowledged and recorded written agreement (in one or more counterparts) signed by both (a) the Owners (excluding therein the Developer if it is then an Owner) of fifty-one percent (51%) of the Lots (excluding those owned by the Developer) within the District as then constituted and (b) the Developer if it is then an Owner.

Article XII

Covenants Running With the Land

All provisions of this Declaration shall be deemed to be covenants running with the land and into whosoever hands any of the property in the District shall come, for the benefit of all the land in the District.

Article XIII

Severability

Invalidation of any of the provisions set forth herein, or any part thereof, by an order, judgment, or decree of any court, or otherwise, shall not invalidate or affect any of the other provisions, or any part thereof, but they shall remain in full force and effect.

IN WITNESS WHEREOF, the Developer, and the undersigned property Owners, have caused this Declaration to be duly executed the day and year first above written.

Article XIV

Unfinished Road

Nothing in this instrument shall be interpreted to require the Homes Association to complete construction of an unfinished road to undeveloped portions of the Subdivision. The parties hereto expressly acknowledge and agree that construction of the unfinished road is the responsibility of the Developer, James Dick.

Article XV

Lights and Water Hydrants

The undersigned acknowledge and agree that the Homes Association shall have control and responsibility for maintenance of the water hydrants and lights at the entrance of the Subdivision from State Route Y.

**Amended Declaration of Restrictions
Affecting West Country Club Estates,
A Subdivision in Pettis County, Missouri**

THIS AGREEMENT is made on this 2nd day of August, 2005 by and between the undersigned parties.

WITNESSETH:

WHEREAS, James E. Dick, Trustee of the James E. Dick Trust, dated _____ (Hereinafter "Dick") is the Developer of the following real estate:

WEST COUNTRY CLUB ESTATES, a subdivision in Pettis County, Missouri.

WHEREAS, Dick previously recorded with the Pettis County Recorder of Deeds a Declaration of Restrictions Affecting West Country Club Estates, a Subdivision in Pettis County, Missouri;

WHEREAS, since the time of recording the previous restrictions, Dick has sold lots in WEST COUNTRY CLUB ESTATES to the other undersigned parties; and,

WHEREAS, the parties hereto desire to amend the Declaration of Restrictions affecting West Country Club Estates, a Subdivision in Pettis County, Missouri.

NOW, THEREFORE, in consideration of the premises, the parties hereto, for themselves, and for its successors and assigns, and future grantees of lots in said West Country Club Estates, a Subdivision in Pettis County, Missouri, shall be and are hereby restricted as to their use in the manner hereinafter set forth.

All persons and corporations who shall hereafter acquire any interest in any of the Lots in West Country Club Estates, a Subdivision, shall be taken and held to agree and covenant with the Owner of the Lots shown upon said plat, and with their successors and assigns, to conform to and observe the following covenants, restrictions, and stipulations as to the use thereof in the construction of residences and improvements thereon for a period of twenty-five (25) years from the recording of these restrictions, provided, however, that each of said restrictions shall be renewable in the manner hereinafter set forth.

1. Signs, banners, flags, and similar articles are restricted to the following rules and members/lot owners are required to observe these restrictions and stipulations.

- A. Permanent signs are not permitted.
- B. One sign of not more than five (5) square feet may be displayed for advertising the property for sale or rent by a member, builder, or developer.
- C. One political sign, of not more than four (4) square feet, may be displayed in support of or in opposition to a person seeking elected office or a ballot measure thirty (30) days prior to the candidate's election or issue determination. Such sign shall be removed within twenty four (24) hours after the conclusion of the general, primary, or special election. All attachments to these signs are prohibited including audio devices. Each lot is limited to only one political sign and must be located at least ten (10) feet from the curb. All other forms of political advertising including banners, flags, etc., is prohibited.

The West Country Club Estates HOA may remove a political sign without liability if such sign is placed within the common ground, threatens the public health or safety, violates an applicable statute or restriction, is accompanied by sound or music, or if other materials are attached to the political sign. If a violation(s) of these rules occur, the Board will provide a written notice identifying the specific rule(s) violated, giving the lot owner(s) three (3) days to correct the violation or remove the sign. After three (3) days, the Board is authorized to have the sign removed and/or impose a fine or penalty.

- D. One sign, of not more than four (4) square feet may be displayed for advertising an auction, garage, estate, rummage, or yard sale the day(s) it occurs.
- E. Seasonal and holiday decorations are permitted to be displayed during the duration of the season or holiday they reflect.

2. None of the Lots herein restricted may be improved, used, or occupied for other than private residence purposes, except that one or more Lots may be used for the establishment of recreational facilities. Only single family dwellings are allowed within the Subdivision boundaries. Renting is not permitted without the consent of the West Country Club Estates Homeowners Association. Lot #23 is exempt from this restriction, due to a prior commitment from the Developer to the Owners of Lot #23.

3. No manufactured homes, modular homes, earth contact homes, trailers, basement homes, trailer houses, tents, shacks, or barns shall be permitted. Other permitted out-buildings erected on any Lot or tract shall at no time be used as a residence temporarily or permanently, nor shall any residence of a temporary character be permitted. No structure shall be moved onto any Lot or erected upon any Lot without the approval of the West Country Club Estates Home Owners Association.

4. No noxious or offensive activity shall be carried on any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

A. The Board of Directors, in order to accommodate all members, has instituted the following policy and guidelines pertaining to any fireworks that may be offensive to our members. This policy is based on common sense and courtesy to neighbors that the majority of our members are voluntarily using already.

1. Fireworks, with any offensive noise, may be used in West Country Club Estates only on July 3 and July 4 of each year and conclude by 11:00 PM.

2. Arrange with your neighbors, that may be affected by debris falling onto their property, as to who will be responsible for removal of all trash created by the fireworks from their property and any damage that may occur.

3. Clean and remove all debris from streets as soon as possible so the weather will not distribute it out of your control. (If you make a mess, you are responsible to clean it up).

5. The wall of any residence, exclusive of porch, window, projections, cornices, spoutings, chimneys, brackets, pilasters, grill work and trellises shall be no nearer to the curb on which it fronts than forty (40) feet from the right of way line; in addition the wall of any residence constructed shall be no nearer than seventy-five (75) feet from the right of way line of Route Y.

6. No building in the form of a house or residence shall be erected on any tract or Lot, less than twenty (20) feet from any side lot or tract line. Lots #23, 24, 36, & 37 shall be permitted to have a ten (10) foot setback, as these are corner Lots.

7. No Lot as now platted shall be subdivided; however, a Lot can be divided between the Owners of adjoining Lots, so long as only one residence is thereafter erected by each Owner.

8. No business or trade shall be carried on in the area subdivided and no Lot or tract in the Subdivision can be used for the storing of wrecked automobiles or machinery or for the collection of any rubbish, trash, or junk.

9. Trash, garbage, and other waste shall not be kept except in sanitary containers with tight covers.

10. Use of incinerators for the purpose of burning trash or garbage is prohibited.

11. Each residence constructed in the Subdivision must provide for its own sewage disposal, and all septic tanks and disposal systems must be constructed and installed so as to meet and comply with the Missouri Department of Natural Resources guidelines for private septic tanks and lateral fields. All septic tanks and lateral fields shall be constructed by contractors approved in advance by Grantor.

12. Certain easements for utilities and drainage for the natural flow of surface drainage are designated on the plat. Within these easements, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with, or which may obstruct or retard, or change the direction of flow of water through drainage channels in the easements. The easement area of each Lot shall be maintained continuously by the Owner of the Lot except for those improvements for which a public authority or utility company or other designated authority is responsible.

13.1. No building shall be erected, placed, or altered on any lot until the construction plans and specifications, and a plan showing the proposed location on the Lot of the structure(s) have been approved by the West Country Club Estates Homeowners Association Board. Quality of workmanship and materials, harmony of external design with existing structures, exterior color(s) on new construction or repainting of existing structures, placement of sewage disposal systems as to location with respect to topography and finish grade elevation must be approved. Roofs, in color and design, shall be in harmony with existing structures. Wood or shake shingles, 3-tab asphalt shingles, and panel roofing is prohibited from their use as roof components. Replacing a roof with a different component or selecting a different color must be approved by the Board. Also, plans must meet the minimum size restrictions on their respective Lot. No wall or outbuilding wall shall be created, placed, or altered on any Lot nearer to any street or lot line than the minimum building setback line (forty (40) feet from the curb), unless approved by the West Country Club Estates Homeowners Association Board. No wall, outbuilding, or pet kennel shall be created, placed, or altered on any Lot closer to the street curb than the house. No wall, outbuilding, or pet kennel shall be created, placed, or altered on any Lot within a minimum distance of four (4) feet of any lot line. This applies to the sides and back lot line.

13.2. Fences - No fence shall be created, placed, or altered on any Lot nearer to any street or lot line than the minimum building setback line (forty (40) feet from the curb. No fence shall be created, placed, or altered on any Lot closer to the street curb than the house or within a minimum distance of four (4) feet of any lot line. No fence shall be created taller than 54" (4.5 feet) except for Lots 1, 24, and 25 which shall be allowed a maximum fence height of six (6) feet. Fences must be constructed of wood, vinyl, brick, decorative metal, or composite material. All fences and plans to construct them must be approved by the West Country Club Estates Homeowners Association Board prior to construction. The only use of chain link fencing allowed in the Subdivision is for pet kennels. No pet kennel greater than one hundred (100) square feet and six feet tall is allowed. By written mutual agreement of adjoining property owners/homeowners, the four feet minimum setback for side or back property lines may be amended to allow for a property line fence. The written mutual agreement must be presented and approved by the West Country Club Estates Homeowners Association Board.

14. The following dwelling sizes shall be complied with on the designated Lots. All sizes as specified shall be exclusive of basements, patios, porches, carports, and garages.

The minimum square footage per dwelling shall be not less than 2,000 square feet for one story houses. Houses of two stories or more shall not have less than 1,700 square feet on the main level and a total of not less than 2,400 square feet. Split level houses shall not have less than 1,700 square feet under roof and a total of not less than 2,400 square feet.

15. No basement garages will be permitted that open to the front of the house, or to the front of the property so that they would face on to the street. These may be allowed on side or rear entrances only.

16. Excess dirt from digging or excavating, remaining on any Lot after all grading on such Lot and back-filling around any structure erected thereon has been completed, shall be removed only to other parts of said Subdivision or adjoining land as so designated by Developer, its successors or assigns, unless written consent or demand by said Grantor to remove said excess dirt from said Subdivision is given or obtained.

17. All outbuildings erected on the Lots and tracts in said Subdivision shall be built of materials and with an architectural design to blend with and be in harmony with the design of the residence erected on said Lot. All outbuildings shall be a permanent structure attached and anchored to a concrete floor. They must have the same roof type and color as the residence, and the exterior color(s) shall match the residence on said Lot. No outbuildings may be greater in size than 28' X 24' and the walls shall have a maximum height of eight feet. Prefabricated buildings and structures are not permitted. All outbuildings must be approved by the West Country Club estates Homeowners Association Board prior to construction. The four feet minimum setback applies to all outbuildings.

18. No farm animals, with the exception of a small chicken flock as noted in section 18A below, shall be permitted to be kept in any part or portion of said Subdivision and no agricultural activities shall be permitted. Private gardens of not more than 2,000 square feet are permissible. Household pets only may be owned, kept, and held in and about any of the Lots or tracts of land in said Subdivision.

18A. Per state law, residents may maintain a small chicken flock of up to six chickens. Only female chickens are permitted and all male chickens (roosters, cockerels, etc.) are prohibited. Chickens must be confined in an enclosure and/or coop at a minimum distance of thirty (30') feet from property lines, and be located in back yards only. Area must be kept clean and odor free. All coops, pens, enclosures must be approved by the Board of Directors. Area and chickens must be maintained and not become a nuisance or offensive to neighbors and residents.

19. No animals, including household pets, may be kept in any manner that is or may become offensive or detrimental to others. Please refer to restriction #13 for pet kennel qualifications.

20. No person shall be permitted to enter into occupancy of any part or portion of any residence building under construction, until the same shall have been fully and finally completed and ready for occupancy, including, but not limited to, the occupancy of a basement prior to final completion of the entire residence building.

21. Property Owners are responsible for the maintenance and upkeep of their Lots, whether occupied or unoccupied, and should ensure the grass is mowed on a regular basis. Removing the grass and weeds from the curbs is the responsibility of the property owner. All cut grass mown onto the street and curb must be removed when mowing is completed. Undeveloped Lots owned by Developer Dick will be mowed regularly and kept at a maximum height of three (3) feet.

22. Where setbacks limits would appear to allow construction of pet kennels, fences, walls, or outbuildings within utility easements, the rights of the utility companies to use of said easements are superior. Utility companies reserve the right to use the entire easement for the maintenance and repair of their utility services. Displacement of fences, walls, etc. is the responsibility of the property Owner.

23. West Country Club Estates is a residential community. Therefore, permanent and persistent parking of large trucks, trailers including utility and garden, boats/watercraft, campers, travel trailers, motor homes, and mobile homes within view of other members is prohibited. However, preparation, maintenance, and cleaning of said vehicles may be completed at a residence for a reasonable and/or a maximum time of forty-eight (48) hours.

24. Effective May 1, 2017, plans for the construction and installation of in-ground swimming pools require the approval of the West Country Club Estates Homeowners Association Board of Directors, and above-ground pools are not permitted.

25. Property Owners shall be responsible for the maintenance and upkeep of their Lots. All landscaping features including grass, shrubs, vines, hedges, trees, mass plantings of any type, etc. shall be maintained at regular intervals in an attractive manner. Trees, shrubs, plants, and vegetation that have died shall be removed. Debris, rubbish, weeds, waste, inoperable vehicles, or materials of any kind shall not be placed or permitted to accumulate on any portion of a Lot that would create offensive, unsightly, or detrimental conditions to neighbors and/or their property. New and replacement landscaping projects at existing Lots should be completed in a timely manner, three (3) month maximum, including the removal of shipping and other unwanted materials, and minimizing offensive conditions daily.

Lot Owners, builders, and/or contractors seeking Board approval for their new construction plans will also be required to submit a plan for completing minimal landscaping requirements. Specifically, installing sod or seeding of the lawn and ensuring its continued growth. Including an assortment of trees, shrubs, ornamentals, etc. in the plan is preferred. All construction materials, debris, and trash shall be removed within one (1) year of the completion of the exterior construction.

The Board may grant an extension of approved completion periods for valid or warranted reasons and/or conditions.

26. Solar Energy Systems - The West Country Club Estates Homeowners Association, for the purpose of protecting home values and aesthetics without preventing the installation and operation of solar energy systems and associated equipment, establish the following rules and regulations. The West Country Club Estates Homeowners Association Board shall review and approve all plans, including the design, installation, and placement of all components of a commercial or professional solar energy system. An illustration (brochure) of the proposed system with a description of the materials to be used, and drawings showing the location and number of collectors, the attachment to the roof structure, and the location of exterior system components shall be submitted. Only roof mounted solar panels are permitted. Ground mounted solar panels and similar systems are not allowed. Roof mounted systems must be installed flush, or in close proximity to the roof, centered on the back side of the house and/or garage, and in the same plane of the roof. Solar panels should be an integrated part of the roof design, and all components of the solar system may not be higher than the roof ridge line. If an alternative placement location is necessary in order for the energy system to reasonably operate as intended (so that any loss of efficiency or capability is no more than ten (10%) percent), the Board must consider the ability of the system to properly work regarding its location. If the location required under these rules would result in the system losing ten (10%) percent or more of its efficiency or energy generating capability, the Board may approve another location on the roof. The roof on the front side of the house and/or garage may not be used unless required by Missouri state law(s). All components must be well maintained and retain the aesthetic nature and value of the house and surrounding homes. All plumbing, electrical, and utility lines for the solar energy system shall be concealed from view. All components must be of good quality and closely match in color to the surface it is mounted. Property owner(s) with a solar energy system are solely responsible for any/all hazardous issues, damage, or effects from the installation. The owner(s) assumes and bears all risks regarding the installation and use of such a system.

27. Each of the restrictions above set forth shall continue and be binding upon the Grantor and its successors and assigns, for a period of twenty-five (25) years from the date of the recording of these restrictions and shall automatically be continued thereafter for successive periods of twenty-five (25) years each, provided however, that the Owners of the fee simple title to the majority of the front feet of the Lots in this Subdivision may release all of the land hereby restricted from any one or more of said restrictions at the end of this first twenty-five (25) year period, or any successive twenty-five (25) year period thereafter, by executing and acknowledging an appropriate agreement or agreements in writing for such purpose and filing the same for record in the Office of the Recorder of Deeds of Pettis County, at least five (5) years prior to the expiration of this first twenty-five (25) year period or of any twenty-five (25) year period thereafter.

28. The restrictions herein set forth shall run with the land hereby restricted and bind the present Owners, their successors and assigns and all parties claiming by, through, or under it shall be taken to hold, agree, and covenant with the Owner of said Lots, their successors and assigns, to conform to and observe said restrictions as to the use of said Lots and the construction of improvements thereon, but no restriction herein set forth shall be personally binding on any corporation, person, or persons except in respect of breaches committed during its, his, her, or their title to said land, and the Owner or Owners of any of the above lands shall have the right to sue for, and obtain an injunction, prohibitive or mandatory, to prevent the breach or to enforce the observance of the restrictions above set forth in addition to the ordinary legal action for damages and the failure of the parties hereto, or the Owner or Owners of any other Lot or Lots in this Subdivision to enforce any other 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. The parties hereto may, by appropriate agreement, assign, or convey to any person or corporation all of the rights, reservations, and privileges herein reserved by it and upon such agreement, assignment, or conveyance being made, its assigns or grantees may, at their option, exercise transfer or assign those rights, or any one or more of them any time or times in the same way and manner as though directly reserved by them or it, in this instrument.

29. Undeveloped Lots owned by Dick are subject to this Amended Declaration of Restrictions.

30. This instrument is intended to replace and supersede the Declaration of Restrictions Affecting West Country Club Estates, a Subdivision in Pettis County, Missouri previously recorded with the Pettis County Recorder of Deeds. Any development or improvement made prior to the execution of this agreement is grandfathered, and will not be deemed a violation of this Amended Declaration of Restrictions.

