

**DECLARATION**  
**OF COVENANTS, CONDITIONS AND RESTRICTIONS**  
**OF**  
**GREENFIELD VILLAGE**

THIS DECLARATION, made on the date hereinafter set forth by THE DES MARTEAU CORPORATION, INC., a Kansas Corporation, hereinafter referred to as "Declarant" and Julian R. Wyatt and Peggy L. Wyatt, Husband and Wife, and Rolf C. Rasmussen and Peggy W. Rasmussen, Husband and Wife, and Barbara H. Poole, a Single Woman,

**WITNESSETH:**

WHEREAS, Declarant and Julian R. Wyatt and Peggy L. Wyatt, Husband and Wife, and Rolf C. Rasmussen and Peggy W. Rasmussen, Husband and Wife, and Barbara H. Poole, a Single Woman, are the owners of certain property in the City of Grandview, County of Jackson, State of Missouri, which has been platted as Greenfield Village, First Plat and recorded as instrument **B552267 in Book 32 at Page 87** in Jackson County, State of Missouri and which is more particularly described as:

All that part of Section 13, Township 47 North, Range 33 West, in the City of Grandview, Jackson County, Missouri described as follows: Beginning at the Southeast corner of the Southwest quarter (SW 1/4) of said Section 13; thence N 89 degrees 19' W along the South line of said Section 13, a distance of 790.18 feet; thence N 0 degrees 41' E a distance of 360.0 feet; thence N89 degrees 19' W a distance of 274.18 feet; thence due North a distance of 1365.0 feet to the true point of beginning; thence due West a distance of 538.60 feet; thence due North a distance of 560 feet; thence due East a distance of 788.60 feet; thence due South a distance of 270 feet; thence due West a distance of 60 feet; thence due South a distance of 130 feet; then due West a distance of 190 feet; then due South a distance of 160 feet to the true point of beginning. Containing 8.92 acres, more or less.

AND WHEREAS, Declarant and Julian R. Wyatt and Peggy L. Wyatt, Husband and Wife, and Rolf C. Rasmussen and Peggy W. Rasmussen, Husband and Wife, and Barbara H. Poole, a Single Woman, desire to place certain protective covenants, conditions, restrictions, reservations, liens and charges on said properties, as hereafter set forth, for the use and benefit of themselves, their grantees and assigns:

NOW THEREFORE, Declarant and Julian R. Wyatt and Peggy L. Wyatt, Husband and Wife, and Rolf C. Rasmussen and Peggy W. Rasmussen, Husband and Wife, and Barbara H. Poole, a Single Woman, hereby declare that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, all of which are for the purpose of enhancing and protecting the value, desirability, and attractiveness of said real property. These easements, covenants, restrictions, and conditions shall run with the real property and shall be binding on all parties having or acquiring any right, title or interest in the described properties or any part thereof, and shall inure to the benefit of each owner thereof.

## ARTICLE I

### DEFINITIONS

- Section 1.** “Association” shall mean and refer to Greenfield Village Homes Association, Inc., its successors and assigns.
- Section 2.** “Properties” shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.
- Section 3.** “Common Area” shall mean all real property owned by the Association for the common use and enjoyment of the members of the Association.
- Section 4.** “Lot” shall mean and refer to any plot of land shown upon any Certificate of Survey of the Properties with the exception of the Common Area.
- Section 5.** “Member” shall mean and refer to every person or entity who holds membership in the Association.
- Section 6.** “Owner” shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.
- Section 7.** “Declarant” shall mean and refer to The Des Marteau Corporation, Inc., its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

## ARTICLE II

### ANNEXATION OF ADDITIONAL PROPERTIES

The developer may bring additional lands under the jurisdiction of the Association so long as those additional lands are within the area described in that certain deed recorded in Book B5913 at Page 666 in the office of the Recorder of Deeds of Jackson County, Missouri, at Kansas City. Provided, however, all of the additional land or lands brought under the jurisdiction of the Association shall be subject to a Declaration of Covenants, Conditions and Restrictions containing the same terms and provisions as are contained in this Declaration, including any future modifications thereof. The development of the additional lands described in this section shall be in accordance with the general plan of development as shown on a preliminary plan of development dated March 26, 1966, drawn by Hare and Hare, Planners, copy of which, marked Exhibit A, is attached hereto and made a part hereof. Any substantial change in the development of the additional lands must have the assent of two-thirds (2/3) of the Class A members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting setting forth the purpose of the meeting. At this meeting, the presence of members or of

proxies entitled to cast sixty percent (60%~) of all of the votes of the Class A membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth above, and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting. Provided, however, no change in the development of the additional land shall be made which will increase the number of family living units over that number originally contemplated in the preliminary plan of development, hereto attached as Exhibit A.

### **ARTICLE III**

#### **MEMBERSHIP**

Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject to covenants of record and to assessments by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. No Owner shall have more than one membership. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for membership.

### **ARTICLE IV**

#### **VOTING RIGHTS**

The Association shall have two classes of voting membership:

**Class A** Class A members shall be all those Owners as defined in Article III with the exception of the Declarant who shall not become a Class A member until termination of its Class B membership as hereinafter provided. Class A members shall be entitled to one vote for each Lot in which they hold the interest required for membership by Article III. When more than one person holds such interest in any Lot, the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

**Class B** The Declarant shall be the sole Class B member. The Class B member shall be entitled to 350 votes in the Association so long as it holds any land in the Properties, including land in addition to existing Properties, as provided in Article II hereof, the interest required for membership by this Article.

The Class B membership shall cease and terminate upon the happening of either of the following events, whichever first occurs:

- (a) When the 351st Lot of the Properties within The General Plan of Development is conveyed, or

- (b) On September 1, 1971.

From and after the happening of either of these events, whichever first occurs, the Class B member shall be deemed to be a Class A member, entitled to one vote for each Lot in which it holds the interest required for membership under Article III.

## ARTICLE V

### PROPERTY RIGHTS

#### Section 1. Members' Easements of Enjoyment.

Every member shall have a right of ingress and egress and easement of enjoyment in and to the Common Area and such easement shall be appurtenant to and shall pass with the title to every assessed Lot. Said right of ingress and egress and easement of enjoyment shall exist whether or not the Declarant has conveyed title of the Common Area to the Association and shall be subject to the following provisions:

- (a) No member shall have said right of ingress and egress or easement of enjoyment with reference to Block 1, or the facilities and improvements located thereon, so long as Block 1 is encumbered by any mortgage or deed of trust placed thereon by the Declarant. Upon the release of such encumbrance and upon the (1) sale of the 351st Lot of the Properties, or (2) upon September 1, 1971, whichever of such two events shall first occur, such rights of ingress and egress and easement of enjoyment shall come into being as to the said Block 1 and the facilities and improvements located thereon. Declarant may, however, at its option, permit the members to use the facilities constructed on said Block 1 at an earlier date, but such permitted use shall not vest said members with any right or interest therein;
- (b) The right of the Association to limit the number of guests of members;
- (c) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;
- (d) The right of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Common Area and facilities and in aid thereof to mortgage said property;
- (e) The right of the Association to suspend the voting rights and right to use of the recreational facilities by a member for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 30 days for any infraction of its published rules and regulations;
- (f) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members, provided, however, should the property sought to be transferred be subject to the lien of any mortgage or deed of trust, no such transfer shall be made without first obtaining the written consent of the mortgage or the beneficial owner of said deed of trust thereto. No such dedication or transfer shall be

effective unless an instrument signed by members entitled to cast two-third (2/3) of the votes of the Class A membership and two-thirds (2/3) of the votes of the Class B membership, if any, has been recorded, agreeing to such dedication or transfer, and unless written notice of the proposed action is sent to every member not less than 30 days nor more than 60 days in advance;

- (g) The right of the individual members to the exclusive use of parking spaces as provided in this Article;
- (h) The right of the Declarant and of the Association to create, grant and convey easements upon, across, over and under the Common Area for ingress, egress, installation, replacing, repairing and maintaining all utilities, including, but not limited to, water, sewers, gas, telephones and electricity, and a master television antenna system;
- (i) The right of the Association to publish rules and conditions to regulate and control the Members' use and enjoyment of the Common Area;
- (j) The Association, at its option, shall have the right to cut off and terminate water service to any Lot whose Owner is 60 days or more delinquent in the payment of any assessment, charge or sum due under these restrictions.

**Section 2. Delegation of Use.**

Any member may delegate, in accordance with the by-Laws of the Association, his right of enjoyment to the Common Area and facilities to the members of his immediate family, his tenants, or contract purchasers who reside on the property.

**Section 3. Title to Common Properties.**

The Declarant covenants that title to Block 1 of the plat of the properties (which said block contains the clubhouse, swimming pool and other recreational facilities) shall be conveyed to the Association, free and clear of any lien or encumbrance, at the time the 351st Lot of the Properties within the Preliminary Plan of Development is conveyed, but in no event shall said conveyance be later than September 1, 1971, provided, however, that the Declarant shall have the right thereafter to reserve an easement in said property for the promotion and sale of other Lots within the Preliminary Plan of Development.

The Declarant may retain title to the remainder of the Common Area, other than Block 1, as hereinabove provided, until such time as it has completed improvements thereon and until such time as, in the opinion of the Declarant, the Association is able to maintain the same but, notwithstanding any provision herein, the Declarant hereby covenants to convey the balance of the Common Area to the Association no later than September 1, 1971.

**Section 4. Parking Rights.**

Ownership of each Lot shall entitle the Owner or Owners thereof to the use of not more than 2 automobile parking spaces, which shall be as near and convenient to said Lot as reasonably possible, together with the right of ingress and egress in and upon said parking areas. The Association shall permanently assign 2 vehicular parking spaces for each dwelling.



## ARTICLE VI

### COVENANT FOR MAINTENANCE ASSESSMENTS

**Section 1. Creation of the Lien and Personal Obligation of Assessments.**

The Declarant, for each Lot owned with the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in any deed or other conveyance, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and such costs of collection thereof, as may be hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest, costs, and reasonable attorney's fees shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation shall not pass to his successors in title unless expressly assumed by them.

**Section 2. Purpose of Assessments.**

The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents in the Properties and in particular for the improvement and maintenance of the Properties and the services and facilities devoted to this purpose and related to the use and enjoyment of the Common Area, and of the homes situated upon the Properties, including, but not limited to, the payment of taxes and insurance on the Common Area, repairs to, replacement of and additions to the Common Area, for the cost of labor, equipment, materials, management and supervision of the Common Area, and for the maintenance, repair and services listed in Article IX hereof.

**Section 3. Basis and Maximum of Annual Assessments.**

Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be One Hundred Eighty and No/10U Dollars (\$180.00) per Lot.

- (a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased effective January 1, of each year without a vote of the membership in conformance with the rise, if any, of the Consumer Price Index (published by the Department of Labor, Washington, D.C.) for the preceding month of July;
- (b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above that established by the Consumer Price Index formula by a vote of the members for the next succeeding two (2) years and at the

end of each such period of two (2) years, for each succeeding period of two (2) years, provided that any such change shall have the assent of two-thirds (2/3) of

the votes of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting setting forth the purpose of the meeting. The limitations hereof shall not apply to any change in the maximum and basis of the assessments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation.

**Section 4. Special Assessments for Capital Improvements.**

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

**Section 5. Uniform Rate of Assessment.**

Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

**Section 6. Quorum for Any Action Authorized Under Sections 3 and 4.**

At the first meeting called, as provided in sections 3 and 4 hereof, the presence at the meeting of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called subject to the notice requirement set forth in sections 3 and 4, and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

**Section 7. Date of Commencement of Annual Assessments: Due Dates.**

The annual assessments provided for herein shall commence on the first day of the month following the original conveyance from Declarant to the Owner of each Lot. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall upon demand at any time furnish a certificate in writing signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A reasonable charge may be made by the Board for the issuance of these certificates. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.



**Section 8. Effect of Nonpayment of Assessments: Remedies of the Association.**

Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of 8 percent per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

**Section 9. Subordination of the Lien to Mortgages.**

The lien of assessments provided for herein shall be subordinate to the lien of any mortgage or deed of trust now or hereafter placed upon any property subject to assessments; provided, however, that in the event of default in the payment of any obligation secured by such mortgage or deed of trust such subordination shall apply only to the assessments or installments thereof which shall become due and payable prior to the sale of such property pursuant to a foreclosure of such mortgage or pursuant to power of sale under such deed of trust, or prior to a conveyance to the mortgagee or holder of the deed of trust in lieu of foreclosure. Such sale or conveyance in lieu of foreclosure shall not relieve such property from liability for any assessments or installments thereof thereafter becoming due nor from the lien of any such subsequent assessments or installments.

**Section 10. Exempt Property.**

The following property subject to this Declaration shall be exempt from the assessments created herein: (a) all properties dedicated to and accepted by a local public authority; (b) the Common Area; and (c) all properties owned by a charitable or nonprofit organization exempt from taxation by the laws of the State of Missouri. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

**Section 11. Charge for Water.**

In addition to the annual assessment, each Owner of any Lot covenants to pay the Association, as determined by the Association, monthly on the first day of each month, commencing on the first day of the first month after an Owner takes title to a Lot, his prorated share of the total cost of water, which said water shall be metered to and charged to the Association.

The four-bedroom unit is considered the base for which initial estimate is \$5.50 per month. The three-bedroom unit is assigned 90% of the base and the two-bedroom unit is assigned 80% of the base. Beginning October 1, 1966, for six months, each unit will be so charged. At the end of this period, and every subsequent six months, the Board of Directors shall review the total water costs to the Association and then adjust the monthly charge to each unit by bedroom type, using the percentages set out above.

In the event an owner fails or refuses to pay the aforesaid charge for water, then such charge shall be added to and become a part of the annual maintenance assessment or charge to which such Lot is subject under this Article, and as part of such annual assessment or charge, it shall be a lien and obligation of the Owner, and shall become due and payable in all respects, as provided in this Article.

In addition to the foregoing, the Association may, at its discretion, after giving a ten-day written notice to such Owner, cause water service to such Lot to be cut off and terminated until such time as all delinquencies and arrearages have been paid.

## ARTICLE VII

### PARTY WALLS

**Section 1. General Rules of Law to Apply.**

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

**Section 2. Sharing of Repair and Maintenance.**

The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

**Section 3. Destruction by Fire or Other Casualty.**

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

**Section 4. Weatherproofing.**

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

**Section 5. Right to Contribution Runs With Land.**

The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

**Section 6. Arbitration.**

In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall

choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

## **ARTICLE VIII**

### **ARCHITECTURAL CONTROL**

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

## **ARTICLE IX**

### **EXTERIOR MAINTENANCE**

In addition to maintenance upon the Common Area, the Association shall provide exterior maintenance upon each Lot which is subject to assessment hereunder, as follows: paint, repair, replace and care for roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks, and other exterior improvements. Such exterior maintenance shall not include glass surfaces, screens or patio areas.

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

## **ARTICLE X**

### **RESTRICTIVE COVENANTS**

#### **Section 1. Use of Land.**

Each Lot and block within the Properties is hereby restricted to residential use and uses related to the convenience and enjoyment of such residential use. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any portion of any Lot or block at any time as a residence, either temporary or permanently.

Notwithstanding any other provision of this Article, it shall be expressly permissible for the Declarant and its contractors and sub-contractors to maintain, during the period of construction of any improvements upon any Lot or block,

such facilities as in the sole opinion of the Declarant may be reasonably required, convenient or incidental to the construction of such improvements.

**Section 2. Animals Prohibited.**

No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lots or blocks except that dogs, cats or other household pets may be kept, provided they are not kept, bred, or maintained for any commercial purpose. In no event shall such animals be kept on any Lot or block if they unreasonably disturb the Owner or residents of any other Lot or block. All animals shall be confined on the Owner's Lot or block and for the mutual benefit of all the Owners, no animal shall be allowed or permitted on the Common Area, except when on a leash or when in direct and constant control of the Owner thereof or a member of his family.

**Section 3. Advertising Prohibited.**

No advertising signs (except one of not more than two (2) square feet "For Rent" or "For Sale" sign per Lot) , billboards, unsightly objects, or nuisances shall be erected, placed or permitted to remain on any Lot or block, nor shall any Lot or block be used in any way for any purpose which may endanger the health or unreasonably disturb the Owner of any Lot or block or any resident thereof. No business activities of any kind whatsoever shall be conducted on any Lot or block or on any portion of any Lot or block, provided, further however, that the foregoing covenants shall not apply to the business activities, signs and billboards or the construction and maintenance of structures, if any, of the Declarant during the construction and sale period, and of the Association, in furtherance of its powers and purposes as set forth in these Articles.

**Section 4. Screening Required.**

All clothes lines, equipment, trash cans, garbage cans, service yards, wood piles and storage piles shall be kept screened by adequate planting or fencing so as to conceal them from view of neighboring Owners of Lots or blocks. All rubbish, trash, or garbage shall be regularly removed from each Lot and block, and shall not be allowed to accumulate thereon. All clothes lines shall be confined to patio areas and no trash burning shall be permitted on any Lot or block.

**Section 5. Planting and Gardening Prohibited.**

Except in the individual patio areas, no planting or gardening shall be done, and no fences, hedges or walls shall be erected or maintained upon any Lot or block, except such as are planted or installed in accordance with the initial construction of the improvements on any Lot or block, or as approved by the Association.

**Section 6. Antennas Prohibited.**

No exterior television or radio antennas of any sort shall be placed, allowed or maintained on any portion of the improvements to be constructed upon any Lot or block other than an aerial for a master antenna system, should any such master system or systems be utilized and require any such exterior antenna.

**Section 7. Interior Maintenance.**

Each Owner of any Lot shall maintain and keep in repair the interior of the improvement located thereon, including, but not limited to, the windows and fixtures thereof.

An owner shall do no act nor any work, which will impair the structural soundness, or integrity of the improvement located on the Lot or impair any easement or hereditament.

**Section 8. Storage Tanks.**

No tank for the storage of fuel may be maintained on any Lot or block above the surface of the ground without the consent in writing of the Association.

**Section 9. Automotive Repair Prohibited.**

No automotive repair or rebuilding or any other form of automotive manufacture, whether for hire or otherwise, shall occur on any Lot, block or Common Area hereby restricted.

**Section 10. Parking and Storage of Vehicles Prohibited.**

No automobile, truck, airplane, boat, house trailer, boat trailer or trailer or similar vehicle may be stored upon any Lot or block hereby restricted.

**Section 11. Awnings and Storm Doors Prohibited.**

No awnings or storm doors may be constructed or erected on any external structural changes made on or to any improvement on any Lot or block unless approved in writing by the Association.

**ARTICLE XI**

**EASEMENT**

**Section 1. Easement For Minor Encroachments.**

Each Owner of any Lot covenants that if any portion of any improvement, whether same be an improvement of an Owner or of the Association, encroaches upon a Lot, a valid easement for the encroachment and for the maintenance of same, so long as it stands, shall and does exist. In the event an improvement is partially or totally destroyed and then re-constructed, each Owner of any Lot further covenants that minor encroachments of any Portion of an improvement, whether of an Owner or of the Association, upon a Lot due to construction shall be permitted, and that a valid easement for said encroachment and the maintenance thereof shall exist.

**Section 2. Association Easement.**

Each Owner of any Lot covenants that the Association or its designees shall have an easement in, on, across, over and under such Lot to permit the Association to effect any desired or necessary maintenance or repairs, including but not limited to, the maintenance and repairs listed in Article IX hereof, or the installation of such items as are common to all Owners.

## ARTICLE XII

### GENERAL PROVISIONS

**Section 1. Enforcement.**

The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by an Owner to enforce any covenants or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

**Section 2. Severability.**

Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

**Section 3. Amendment.**

The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years. The covenants and restrictions of this Declaration may be amended during the first twenty (20) year period by an instrument signed by the Owners of not less than ninety (90) per cent of the land area subject to the terms and conditions of this Declaration, and thereafter by an instrument signed by the Owners of not less than seventy-five (75) percent of the land area subject to the terms and conditions of this Declaration. Provided, however, land which is then subject to a mortgage or deed of trust shall not be counted in computing the required percentage unless the holder of such mortgage or deed of trust shall consent to such action in writing properly acknowledged and filed for record in Jackson County, Missouri. Any amendment provided for hereunder shall become effective when the instrument of amendment is properly executed, acknowledged and filed for record in Jackson County, Missouri.

**Section 4. Notices.**

Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

**Section 5. Language Variation.**

The use of pronouns or of singular or plural as used herein shall be deemed to be changed as necessary to conform to actual facts.

## ARTICLE XIII

### COVENANT FOR INSURANCE

#### **Section 1. Maintenance of Insurance.**

Each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, covenants and agrees to carry, maintain and timely pay the premium or premiums on a policy of insurance on the improvement located on the Lot protecting such improvement against damage or destruction by fire, lightning, windstorm, hail, explosion, vandalism and miscellaneous mischief, and all other hazards as are generally carried in the area under standard extended coverage provisions for at least the full replacement costs of the improvements located on each Lot. The said replacement costs shall be determined by the Association and may be increased or decreased from time to time. Such insurance shall be placed with a company approved by the Association and authorized to do business in the State of Missouri.

In order to protect and preserve the values and amenities of the Properties, each Owner covenants that he will not allow or permit improvements on any Lot to remain in a damaged or destroyed condition beyond a reasonable period of time.

Each owner covenants that the insurance policy as provided for herein shall be issued in the name of the Owner and the Association, and that in the event of any loss or destruction, the proceeds thereof shall be payable to the Owner and the Association. The Owner shall furnish the Association with a certificate of insurance covering such insurance so maintained by the Owner.

#### **Section 2. Repair and Restoration of Improvement.**

In the event of damage to or destruction of an improvement on a Lot due to fire or other disaster or cause, the Owner shall repair, rebuild and restore said improvement to a condition substantially as good as prior to the damage or destruction within a reasonable time from the date the damage or destruction occurs. In the event an Owner fails or refuses to repair, rebuild and restore such improvements as provided herein, each Owner on any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any deed or conveyance, hereby irrevocably constitutes and appoints the Association his true lawful attorney in fact, in his name, place and stead, and with full and complete authorization, right and power to collect the proceeds of the insurance policy described in Section 1 of this Article, in its sole name and to cause the repair, reconstruction and restoration of such improvements and to pay for same with said insurance proceeds. An Owner shall have no claim against the Association in the event it collects the proceeds of such insurance policy and uses same to repair, restore and reconstruct such improvement.

It is expressly acknowledged and agreed by each Owner of any Lot that this Article is for the mutual benefit of all the Owners of the Lots and is necessary for the protection of all said Owners.

Nothing herein shall preclude an Owner from obtaining whatever additional insurance he may desire, and it shall be the individual responsibility of each Owner to provide homeowner's liability insurance, theft and other insurance covering personal property damage or loss.

**Section 3. Waiver of Subrogation.**

To the extent permitted by law, each Owner and the Association do hereby mutually release each from the other, and their respective officers, agents, employees and invitees, from all claims for damage or destruction of their respective physical properties, if such damage or destruction results from one or more of the perils covered by fire and extended coverage insurance.

**Section 4. Lien For Premiums.**

The Association may but shall not be required to make payment of insurance premiums on behalf of any Owner who becomes delinquent in such payment. In the event that the Association does make such payment, then such payment and the cost thereof shall be added to and become a part of the annual assessment or charge to which such Lot is subject under Article VI hereof, and, as part of such annual assessment or charge, it shall be a lien and obligation of the Owner, and shall become due and payable in all respects, as provided in Article VI hereof.

**Section 5. The provisions of Article XIII**

shall be subject and subordinate to the rights of any mortgagee or beneficial owner of a deed of trust in and to any insurance proceeds payable by reason of any loss covered by such insurance concerning an improvement situated on any Lot in which said mortgagee or beneficial owner of a deed of trust may hold a security interest. The proceeds of such insurance payable to said mortgagee or beneficial owner of a deed of trust shall be applied by said mortgagee or beneficial owner toward the payment of those costs of restoration or repair of the damaged improvements actually incurred. Any excess proceeds received, or if for any reason such restoration or repair does not take place then, the entire proceeds, shall be applied in reduction of the mortgage or deed of trust indebtedness.



**AMENDMENTS TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
OF  
GREENFIELD VILLAGE**

**WHEREAS, a Declaration of Covenants, Conditions and Restrictions of Greenfield Village was filed in the office of the Recorder of Deeds for Jackson County, Missouri as Instrument No. B 573356 in Book B 5951 at Page 709 on March 8, 1967.**

WHEREAS, Article XII, Section 3, of said Declaration states that “The covenants and restrictions of this Declaration may be amended during the first twenty (20) year period by an instrument signed by the Owners of not less the ninety (90) percent of the land area subject to the terms and conditions of this Declaration.”

WHEREAS, The Des Marteau Corporation, Inc., a corporation, is the owner of not less than ninety (90) percent of the land area subject to the terms and conditions of said Declaration and desires to amend said Declaration as hereinafter set forth.

NOW, THEREFORE, The Des Marteau Corporation, Inc., owner of not less than ninety (90) percent of the land area subject to the terms and conditions of said Declaration filed as Instrument No. B 573356, does hereby agree and declare that the following modifications and amendments be made to said Declaration.

**Article IV of said Declaration shall be modified and amended to read:**

## **ARTICLE IV**

### **VOTING RIGHTS**

The Association shall have two classes of voting membership:

**Class A.** Class A members shall be all those Owners as defined in Article III with the exception of the Declarant who shall not become a Class A member until termination of its Class B membership as hereinafter provided. Class A members shall be entitled to one vote for each Lot in which they hold the interest required for membership by Article III. When more than one person holds such interest in any Lot, the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

**Class B.** The Class B member shall be the Declarant. The Class B member shall be entitled to three (3) votes for each Lot in which it holds title for lots currently recorded and in lots not yet recorded but represented by the future Plan of Development in the office of the Federal Housing Administration, provided, that the Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- (b) December 1, 1972.

**Article V of said Declaration shall be modified and amended to read:**

## **ARTICLE V**

### **PROPERTY RIGHTS**

**Section 1. Members' Easement of Enjoyment.**

Every member shall have a right and easement of enjoyment in and to the Common Area, which shall be appurtenant to and shall pass with the title to every Lot. It is expressly acknowledged and agreed by all parties concerned that this paragraph is for the mutual benefit of all owners of Greenfield Village and is necessary for the protection of said Owners. Such right and easement of enjoyment shall be subject to reasonable rules and regulations as from time to time are

promulgated by the Board of Directors, and which may include, but shall not be limited to:

- (a) The right of the Association to limit the number of guests of members;
- (b) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Areas;
- (c) The right of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Common Areas and facilities and in aid thereof, to mortgage said property. The rights of such mortgages in said properties shall be subordinate to the rights of the homeowners hereunder;
- (d) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by members entitled to cast two-thirds (2/3) of the votes of the Class A membership and two-thirds (2/3) of the votes of the Class B membership, if any, has been recorded, agreeing to such dedication or transfer, and unless written notice of the proposed action is sent to every member not less than thirty (30) days nor more than sixty (60) days in advance.

**Section 2. Delegation of Use.**

Any member may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

**Section 3. Title to the Common Area.**

The Declarant hereby covenants for itself, its heirs and assigns, that it will convey fee simple title to the common elements to the Association prior to the conveyance of the first Lot. Said common elements shall be free and clear of all liens and encumbrances except normal easements and these covenants, conditions and restrictions, at the time of conveyance.

**Section 4. Parking Rights.**

Ownership of each Lot shall entitle the Owner or Owners thereof to the use of not more than two (2) automobile parking spaces, which shall be as near and convenient to said Lot as reasonably possible, together with the right of ingress and egress in and upon said parking areas.

**Article VI of said Declaration shall be modified and amended to read: Section 3, 7, 9 & 11**

## **ARTICLE VI**

### **COVENANT FOR MAINTENANCE ASSESSMENTS**

#### **Section 3. Basis and Maximum of Annual Assessments.**

Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be One Hundred eighty and No/100 Dollars (\$180.00) per Lot.

- (a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased effective January 1 of each year without a vote of the membership in conformance with the rise, if any, of the Consumer Price Index (published by the Department of Labor, Washington, D.C.) for the preceding month of July;
- (b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above that established by the Consumer Price Index formula by a vote of the members for the next succeeding two (2) years and at the end of each such period of two (2) years, for each succeeding period of two (2) years, provided that any such change shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting setting forth the purpose of the meeting. The limitations hereof shall not apply to any change in the maximum and basis of the assessments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation.
- (c) After consideration of current maintenance costs and future needs of the Association, the Board of Directors may fix the annual assessments at an amount not in excess of the maximum.

#### **Section 7. Date of Commencement of Annual Assessments: Due Dates.**

The annual assessments provided for herein shall commence for all lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall upon demand at any time furnish a certificate in writing signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A reasonable charge may be made by the Board for the issuance of these certificates. Such certificate shall be

conclusive evidence of payment of any assessment therein stated to have been paid.

**Section 9. Subordination of the Lien to Mortgages.**

The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any lot which is subject to any mortgage, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to payments thereof which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

**Section 11. Charge for Water.**

In addition to the annual assessment, each Owner of any Lot covenants to pay the Association, as determined by the Association, monthly on the first day of each month, commencing on the first day of the first month after an Owner takes title to a Lot, his prorated share of the total cost of water, which said water shall be metered to and charged to the Association.

The four-bedroom unit is considered the base for which initial estimate is \$5.50 per month. The three-bedroom unit is assigned 90% of the base and the two-bedroom unit is assigned 80% of the base. Beginning October 1, 1966, for six months, each unit will be so charged. At the end of this period, and every subsequent six months, the Board of Directors shall review the total water costs to the Association and then adjust the monthly charge to each unit by bedroom type, using the percentages set out above.

In the event an Owner fails or refuses to pay the aforesaid charge for water, then such charge shall be added to and become a part of the annual maintenance assessment or charge to which such Lot is subject under this Article, and as part of such annual assessment or charge, it shall be a lien and obligation of the Owner, and shall become due and payable in all respects, as provided in this Article.

There shall be no commingling of funds for water service and assessment charges.

**Article IX of said Declaration shall be modified and amended to read:**

## **ARTICLE IX**

### **EXTERIOR MAINTENANCE**

In addition to maintenance upon the Common Area, the Association shall provide exterior maintenance upon each Lot which is subject to assessment hereunder, as follows: paint, repair, replace and care for roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks and other exterior improvements. Such exterior maintenance shall not include glass surfaces, screens, patio fences, storm doors erected, with Homes Association approval, by an Owner, garages, approved by Homes Association, erected by an Owner, or patio areas.

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

**Section 6. Article XII shall be added to said Declaration and shall read:**

## **ARTICLE XII**

### **GENERAL PROVISIONS**

**Section 6. EHA/VA Approval.**

As long as there is a Class B membership, the following actions will require the prior approval of Federal Housing Administration or the Veterans Administration: Annexation of Additional Properties, Dedication of Common Area, and Amendment of this Declaration of Covenants, Conditions and Restrictions.

Article XIII of said Declaration shall be modified and amended to read:

## **ARTICLE XIII**

### **COVENANT FOR INSURANCE**

The Board of Directors, or its duly authorized agent, shall have the authority to and shall obtain insurance for all the buildings, including all townhouses, unless the Owners thereof have supplied proof of adequate coverage to the Board of Directors' complete satisfaction, against loss or damage by fire or other hazards in an amount sufficient to cover the full replacement cost of any repair or reconstruction work in the event of damage or destruction from any hazard, and shall also obtain a broad form public liability policy covering all common

elements, and all damage or injury caused by the negligence of the Association or any of its agents. Said insurance may include coverage against vandalism. Premiums for all such insurance, except on the individual townhouses, shall be common expenses. All such insurance coverage obtained by the Board of Directors shall be written in the name of the Board of Directors as trustee for each of the townhouse owners. Insurance on individual townhouses obtained by such townhouse owners may be written in the name of the individual owners. Premiums for insurance obtained by the Board of Directors on individual townhouses shall not be part of the common expense but shall be an expense of the specific townhouse or townhouses so covered and a debt owed by the Owners, and shall be collectible by any lawful procedure permitted by the laws of the State of Missouri. In addition, if said debt is not paid within twenty (20) days after notice of such debt, such amount shall automatically become a lien upon such Owner's Lot and townhouse and shall continue to be such lien until fully paid. This lien shall be subordinate to the lien of any first mortgages and shall be enforceable in the same manner as any lien created by failure to pay the maintenance assessments. In addition to the aforesaid insurance required to be carried by the Owners and/or the Association, any Owner may, if he wishes, at his own expense, insure his own townhouse unit for his own benefit and carry any and all other insurance he deems advisable. It shall be the individual responsibility of each Owner at his own expense to provide, as he sees fit, homeowners' liability insurance, theft and other insurance covering personal property damage and loss. In the event of damage or destruction by fire or other casualty to any property covered by insurance written in the name of the Board of Directors, the Board of Directors shall, upon receipt of the insurance proceeds, contract to rebuild or repair such damaged or destroyed portions of the property to as good condition as formerly. All such insurance proceeds shall be deposited in a bank or other financial institution, the accounts of which bank or institution are insured by a federal governmental agency, with the proviso agreed to by said bank or institution that such funds may be withdrawn only by signature of at least one-third (1/3) of the members of the Board of Directors, or by an agent duly authorized by the Board of Directors. The Board of Directors shall contract with any licensed contractor, who shall be required to provide a full performance and payment bond for the repair, reconstruction or rebuilding of such destroyed building or buildings. In the event the insurance proceeds are insufficient to pay all the costs of repairing and /or rebuilding to the same condition as formerly, the Board of Directors shall levy a special assessment against all townhouse owners of the damaged building to make up any deficiency, except that the special assessment shall be levied against all townhouse owners, as established above, to make up any deficiency for repair or rebuilding of the common elements not a physical part of the townhouse unit. In the event such insurance proceeds exceed the cost of repair and reconstruction, such excess shall be paid over to the respective mortgagees and Owners as their interests may then appear. Such payments shall be made to all such Owners and their mortgagees in proportion to their percentage interests.

In the event of damage or destruction by fire or other casualty to any townhouse, carport, storage area or other property covered by insurance written in the name of an individual buyer, said buyer shall, upon receipt of the insurance proceeds,

contract to repair or rebuild such damaged or destroyed portions of the carport and storage area and the exterior of the townhouse in a good workmanlike manner in conformance with the original plans and specifications of said townhouse. In the event such Owner refuses or fails to so repair and rebuild any and all such damage to the exterior of the townhouse and carport and storage area within thirty (30) days, the Association, by and through its Board of Directors, is hereby irrevocably authorized by such Owner to repair and rebuild any such townhouse and/or carport and/or storage area in a good workmanlike manner in conformance with the original plans and specifications of the townhouses. The Owner shall then repay the Association in the amount actually expended for such repairs.