

Amendments to the Declaration of Woodson Estates Homes Association

THIS AMENDMENT to the Declaration made on the 8th day of March 1970 is made this _____ day of _____ 20____ by two-thirds of the voting the members of the Association all in set forth in the original Declaration as evidence by the signature of the President and the Secretary of the Association set forth herein below.

WITNESSETH: That

WHEREAS, the Woodson Estates Subdivision was created by the following described plats filed of record in the office of the Recorder of Deeds of Jackson County, Missouri, at Independence.

<u>Instrument No.</u>	<u>Description</u>	<u>Date Filed</u>	<u>Plat Book & Page</u>
809937	Woodson Estates	April 15, 1963	Book 26, Page 102
884513	Woodson Estates, 2nd Plat	April 26, 1966	Book 29, Page 12
I 36560	Woodson Estates, 3rd Plat	April 9, 1969	Book 30, Page 85
I 22014	Woodson Estates, 4th Plat	August 28, 1968	Book 30, Page 43
I 51704	Woodson Estates, 5th Plat	December 4, 1969	Book 31, Page 9

WHEREAS, the Homes Association Declaration was made the 8th day of March 1970 and;

WHEREAS, the Woodson Estates Home Owners Association was created pursuant to that Declaration, and;

WHEREAS, voting members of the Association as set forth in the Declaration have determined it is in the best interest of the Home Owners Association, owners, voting members and the community that certain amendments be made to the Declaration.

NOW, THEREFORE, as provided in the aforesaid Home Owners Declaration, at Section 10 approved by the written consent of two-thirds of the voting members of the Association, that Homes Association Declaration is amended, altered and changed as follows:

Section 1. DEFINITION OF TERMS

The definition of terms provision for the term "Landlord Property" is hereby deleted in its entirety and substituted in its place is the following language: The term "landlord property" as used herein shall be deemed to mean a single tract, consisting of one or more contiguous parcels of land or lots, or parts thereof, under a single ownership and use and on which tract one or more multiple family units (a single structure designed for residence for two or more families), is erected or is in the process of erection.

Section 4. PURPOSES, POWERS AND DUTIES OF THE ASSOCIATION

The following language is added following sub-paragraph A:

i. The Association, through its Board of Directors, may adopt modifications to the Declaration of Restrictions at the annual meeting if a two-thirds majority of the members present at such meeting authorize the modification. The modification must be less restrictive to the owner's use of the owner's property than the recorded Declaration of Restrictions with the understanding that, once modified, the restriction cannot be restored. Instead, the modification can only be further amended to reduce the restriction on the owner's use of the owner's property.

ii. To facilitate the enforcement of all restrictions the Board of Directors may establish a process and procedure for internal enforcement of all restrictions, including the notice of alleged violations imposition of fines pursuant to a schedule of fines

approved by those Association members present at the annual meeting of the Home Owners Association. All fines to be liens on the property where the violation occurs as set forth in Section 6 below.

iii. In the event the Association seeks enforcement of any restrictions on any property in Woodson Estates the owner shall be liable for all cost, fees and expenses of the enforcement action including but not limited to attorney's fees and court cost.

**Section 5.
METHOD OF PROVIDING GENERAL FUNDS**

Sections A and B are deleted in their entirety and the following language is substituted therefore.

a. For the purposes of providing a general fund to enable the Association to exercise the power, maintain the improvements and render the services herein provided for, all land within the boundaries of the district as now or hereafter constituted shall be subject to annual assessment which may be levied by the Association from year to year and shall be paid to the Association annual in advance by the respective owners of the accessible land subject thereto. The Association may from year to year fix and determine the total amount required in its general fund and may levy and collect an annual assessment upon the improved property not to exceed sixty dollars (\$60.00) for each improved property within the District and seventy-five dollars (\$75.00) for each landlord property within the District or such assessment as now or hereafter established.

b. The maximum annual assessment upon the property, within the boundaries of the District as aforesaid may be increased provided that at a meeting of the members specially called for that purpose, or at the annual meeting of the Association if prior notice of the proposed increase is provided and if such meeting is prior to the date on which the assessments are levied for the year for which such increase is proposed, and if a two-thirds majority of the members present at such meeting authorize such increase.

**Section 6.
LIEN ON REAL ESTATE**

In the event the Association shall initiate suit to enforce the lien as set forth above then in addition to all assessments, penalties and interest, the Association shall be entitled to all cost, fees and expenses of the enforcement action including but not limited to attorney's fees and court cost.

**Section 7.
EXPENDITURES LIMITED TO ASSESSMENTS FOR CURRENT YEAR**

The language of Sections 7 shall be deleted in its entirety and the following language shall be substituted therefore.

Anything herein to the contrary notwithstanding, the Association may from time to time borrow money for purposes of constructing or adding capital improvements to the Association property, so long as the debt service cost of those expenditures along with the operating expenses of the Association shall not exceed the maximum annual assessment provided for herein without the required approval of the members.

In other respects, the Homes Association Declaration is reaffirmed and restated as originally stated.

I certify that as the owner(s) of the property located at _____,
and as member(s) of the Woodson Estates Homes Association, I consent to the amendments to the Declaration of the Woodson Estates Homes Association.

Print name of owner(s): _____

Signature of owner(s): _____

Witness: _____ Date: _____