

AMENDED AND RESTATED DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
RAINTREE VILLAS

1. Identification of Parties. The Owners [Grantor] and [Grantee-none](as hereinafter defined) are the owners of certain real property located on the east side of Cole Younger Drive and north of Raintree Drive, commonly referred to as Tract 1, Raintree Lake, all in Lee's Summit, Jackson County, Missouri, and more completely described on the attached Exhibit A (hereinafter the "Property"). Declarant (as hereinafter defined) desired to create thereon, certain tracts of land for a residential community and in order to provide for the efficient preservation and enhancement of property values, subjected the Property, together with such conditions as hereinafter may be made thereto, to the covenants, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of said Property and each Owner (as hereinafter defined) thereof, and each and all of which shall apply to and bind the successors in interest thereof, it being the objective that the undersigned, their successors, assigns and future grantees may be protected and assured that the Property described on Exhibit A shall be occupied and used exclusively for the residential purposes herein described.
2. Recitals.
  - A. Declarant declared that the Property is subject to that certain Declaration of Covenants, Conditions and Restrictions dated August 29, 2002 and subsequently, on September 4, 2002, filed for record as Document No. 200210076091 Office of the Recorder of Deeds for Jackson County, Missouri, at Independence (commonly referred to as the Raintree Villas Covenants) and that this Amended and Restated Declaration of Covenants, Conditions and Restrictions (hereinafter "Declaration") replaces the Raintree Villas Covenants in their entirety.
  - B. The undersigned desire to take such action as was reasonably necessary to ensure that the Property continue to be used exclusively or, alternatively, that it be hereafter developed and used exclusively for high-class residential purposes.

C. The business of the Association (as hereinafter defined) was managed initially by Declarant who was responsible for forming the Association and writing the Bylaws of the Association. Once 80 Living Units (as hereinafter defined) were sold, management of the Association was passed to a six person Board of Directors ("Directors") selected from the residents of Raintree Villas by Declarant. The Directors shall serve 3-year terms, with two directors standing for election each year. Directors will have a two-term limit, with one intervening year before re-election. The Directors shall elect from their membership, a President, Vice President, Secretary and Treasurer.

D. Pursuant to Section 22 of the Declaration, the Declaration may be amended at any time by written consent of owners representing three-fourths of the total votes of the Association; and

E. The Board of Directors has proposed to amend and restate the Declaration in order to incorporate revisions to update the method of community governance, to establish a flexible and reasonable procedure to govern owners of residential units and rental property, and to further define the procedures for architectural review responsibilities among other things; and

NOW, THEREFORE, the Declaration is hereby amended by striking it and all amendments and exhibits thereto in their entirety and substituting in its place the Amended and Restated Declaration attached hereto.

IN WITNESS WHEREOF, the undersigned officers of Raintree Villas Homeowners Association, Inc. hereby certify that this Amendment has received the requisite approval pursuant to Section 22 of the Declaration this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

3. Definitions. As used herein, unless the context otherwise requires:

A. "Association" shall mean the Raintree Villas Homeowners Association, Inc., a General Not For Profit Corporation, its successors or assigns.

B. "Owner" shall mean the legal record owner, whether one or more persons or entities, of the fee simple title to each Living Unit, but excluding those having such interest merely as security for the payment of a deed of trust or other recorded lien.

C. "Common Area" shall mean all land not now platted or otherwise designated for use as a Living Unit, including any land surrounding any Living Units now platted or as may hereafter be platted, but excluding any Living Unit now or hereafter platted as such.

D. "Living Unit" shall mean a single-family residential unit within a building containing two living units, or a single-family house including the land upon which the living unit is now or may hereafter be situated, and its associated lot contained within the Property.

E. "Declarant" shall mean Kingston Development, L.L.C.

4. Declaration. The Property in its entirety, including all Living Units and all Common Area is hereby subject to these Declarations and to the following easements, restrictions, covenants and conditions, but subject, however, to any limitation hereinafter set forth, all of which shall be deemed to be covenants which shall run with the land and be binding upon all of the Owners thereof and upon their respective heirs, successors and assigns, and inure to the benefit of each present and future Owner.

5. Easements and Rights of Enjoyment. Every Owner shall have the right to the use of and an easement over, under and upon the Common Area which shall be appurtenant to and shall pass with the title to every Living Unit subject to the following limitations and provisions:
  - A. The right of the Association to suspend the voting rights of any Owner for any period when any assessment against his or her Living Unit remains unpaid and for a period not to exceed sixty days for any infraction of its published rules and regulations.
  - B. 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 upon by a majority vote of the Owners, at such time as management of the Association is passed to the resident Board of Directors.
  - C. Any Owner of a Living Unit may delegate to anyone who is residing in the Living Unit the right to use the Common Area for its intended purpose.
  - D. Safety and Security. Each Owner and occupant of a Unit, and their respective guests and invitees shall be responsible for their own personal safety and the security of their property in Raintree Villas. The Association may, but shall not be obligated to, maintain or support certain activities within Raintree Villas designed to enhance the level of safety or security which each person provides for himself and his property. The Association shall not in any way be considered an insurer or guarantor of security within Raintree Villas, nor shall it be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken. Each Owner acknowledges, understands and shall be responsible for informing its tenants and all occupants of its Unit that the Association, its Board and committees, are not guarantors of security or safety and that each Person using Raintree Villas assumes all risks of personal injury and loss or damage to property, including Units and the contents of Units, resulting from acts of third parties.
6. Membership and Voting Rights.
  - A. Every Owner of a Living Unit shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership. There shall be only one class of membership.
  - B. Every Owner of a Living Unit shall be entitled to one vote. When there is more than one Owner of a Living Unit, all such Owners shall be members. The vote for each Living Unit shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Living Unit.
7. Liens and Obligations to Pay Assessments.
  - A. Each Owner of a Living Unit situated within the Property, by acceptance of a deed therefore, whether or not it shall be so expressed therein, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for unexpected and unusual expenditures not covered by the annual assessment. The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the Living Units against which such assessments are made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such Living Unit at the time when the assessment fell due. The personal obligation for payment of assessments shall not pass to the successors in title unless expressly assumed by them.

- B. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the Owners and for the improvement and maintenance of the Living Units, grounds, and Common Area.
- C. An annual assessment shall be determined by a specified sum per square foot of living area per month. The Association shall ascertain or determine, from the builder or otherwise, the square footage of each Living Unit as soon as reasonably possible upon the completion of each Living Unit. The area thus ascertained or determined shall be stated on the closing documents for each original Owner and on each subsequently mailed quarterly assessment. Such area shall be presumed to be accurate unless adjusted by the Association upon receipt of the written application of any Owner. The following assessment procedures and rates shall be applicable until such time as they may be changed by the members of the Association at the annual membership meeting held the first Thursday in May of each year.
- (1) Effective January 1, 2002, the assessment was based on eight cents per square foot per month multiplied by the square footage of the Living Unit, billed quarterly. A prorated share of the then applicable quarterly assessment will be deposited as part of the closing costs at the initial closing of a Living Unit. Billings shall be by the 10<sup>th</sup> day of the first month of the quarter and due by the 30<sup>th</sup> day of the first month of the quarter.
  - (2) The assessment may be changed by the members of the Association at the annual membership meeting to be held the first Thursday in May of each year provided that any such change shall have the assent of two-thirds of the votes of the members, if entitled to vote, who are voting in person, by proxy or by duly authorized attorney in fact. Assessment increases in later years either by way of increased annual assessments or by way of special assessments should be anticipated, to cover the costs of major repairs. No improvement or replacement reserves have been calculated or assessed to cover these costs in the initial annual assessments.
- D. 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 reconstruction, repair, improvement or maintenance of the exterior of any Living Unit, yards, sprinkler systems, the Common Area, but no special assessments shall exceed three hundred dollars per Living Unit unless approved by two-thirds of the members of the Association at a regular meeting or a special meeting called for that purpose.
- E. Notice of any meeting called for the purpose of taking any action authorized under any part of paragraph 7 shall be conveyed to all members not less than five nor more than thirty days in advance of the meeting. At the first such meeting called, the presence of members in person or by proxy or duly authorized power of attorney entitled to cast sixty percent of all the votes eligible to be cast shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty days following the preceding meeting.
8. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate per square foot for all Living Units and shall be collected on a quarterly basis.
  9. Notification of Assessment. The Association shall notify each Owner of the amount of the next quarterly assessment. Notification shall be in writing and shall be mailed to the address of the Owner of file with the Association. Written notification of any special assessment will also be in writing and specify the due date established at the time of approval.

10. Effect of Non-payment of Assessments. Any assessment not paid by the last day of the quarter shall bear interest from the due date at the highest rate of the following:
- A. Ten percent per annum on the unpaid balance, or
  - B. The highest rate allowable by law as set forth in Section 408.030 RSMo, and
  - C. Reasonable late charges as may be determined by the Association.

The Association may bring an action at law against the Owner personally obligated to pay the same, and/or foreclose the lien against the Living Unit. No Owner may waive or otherwise escape personal liability for the assessment provided for herein by non-use of the Common Area or abandonment of the Owner's Living Unit.

11. Subordination of Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate and inferior to the lien of any deed of trust or mortgage. Sale or transfer of any Living Unit shall not affect the assessment lien. However, the sale or transfer of any Living Unit pursuant to foreclosure or conveyance in lieu thereof shall extinguish the lien of such assessments as to payments which came due prior to such sale or transfer. No sale or transfer shall relieve any new Owner of a Living Unit from liability for any assessments thereafter becoming due or from the lien thereof.
12. Architectural Control. No out-buildings, storage sheds, fences (except buried pet control fences), walls clotheslines, or other structure shall be commenced, erected or maintained upon the Property, 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 Declarant, or at such time as management of the Association passes to the resident Board of Directors, by the Board of Directors, or by an architectural committee composed of three or more representatives appointed by the Board. In the event Declarant or said Board, as applicable, fails to approve or disapprove such design and location within thirty days after said plans and specifications have been submitted to it, approval will not be required and this paragraph will be deemed to have been fully complied with. Owners are reminded that any such changes as are herein described also require the approval of the Raintree Lake Property Owners Association Architectural Review Board. Decks and/or patio additions/expansions require Association approval and shall be maintained by the Owner. Plantings and/or trees added by Owners shall be maintained by the Owner and bedded and edged to facilitate mowing. Care when digging should be exercised so as to not damage sprinkler systems. If the owner damages the sprinkler system, the Owner shall be assessed for repairs. Small satellite dishes shall be allowed (mounted on the side or rear of the Living Unit). The Owner shall be responsible for any damage caused by the installation, use, or removal of the dish as well as for the installation, use or removal of any other items of any kind or nature on the exterior of the Living Unit. Trash containers shall be kept inside the Living Unit, except on the day set for designated pick-up. A Villa mediation committee will be convened to respond to complaints concerning any appearance of items needing correction/action.
13. Enforcement. The Association, or any Owner, shall have the right to enforce, by fines or by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed under the provisions of those Declarations. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.
14. Party Walls.

- A. Each wall which is built as a part of the original construction of a Living Unit upon the Property, and placed on the dividing line between any Living Units, shall constitute a party wall, and, to the extent not inconsistent with the provisions of the paragraph, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.
- B. 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.
- C. 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 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.
- D. Notwithstanding any other provisions herein set forth, any Owner who by negligent or willful act causes the party wall to be exposed to the elements shall bear the cost of furnishing the necessary protection against such elements.
- E. The right of any Owner to contribution from any other Owner under this paragraph shall be appurtenant to the land and shall pass to such Owner's heirs, successors and assigns.
- F. In the event of any dispute arising concerning a party wall, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision of a majority of all the arbitrators shall control and be binding upon all affected parties.

15. Exterior Repairs.

- A. Association's Responsibility. In addition to maintenance of the Common Area, the Association shall provide exterior maintenance/repair upon each Living Unit which is subject to assessment hereunder, to address normal wear and tear only, as follows: maintain and repair gutters and downspouts; repair exterior building surfaces, but not replacement of roofs; repair and paint exterior wood trim surfaces; maintain and replace when necessary trees, shrubs, and grass. This includes mowing, trimming, fertilization and weed control, sprinkler systems, snow removal but not ice removal (snow removal will begin only after two inches of accumulation and the storm has stopped), and trash collection. The Owner of each Living Unit shall be obligated to use the sprinkler systems installed and maintained by the Association in a manner reasonably necessary to preserve the trees, shrubs and grass. The cost of the water used by the sprinkler systems will be billed directly to each Owner by the appropriate utility and will be the responsibility of each Owner to pay. Such exterior maintenance shall not include glass surfaces and/or screens. In the event that the need for maintenance or repair of a Living Unit or the improvements thereof is caused through the willful or negligent acts of its Owner, or through the willful or negligent act of the family, guests or invitees of the Owner of the Living Unit needing such repair, the cost of such exterior repair shall be added to and become part of the assessment to which such Owner and Living Unit are subject. The Association is not financially responsible for exterior repairs necessitated by faulty workmanship at the time of construction or by casualty, including, without limitation, fire, hail, flood, wind, or earthquake, it being understood and agreed that the Owner's obligation to provide insurance as hereinafter set forth shall obligate Owner to fund such repairs or replacement through insurance or personally, to the extent insurance coverage is inadequate.
- B. Owner's Responsibility. Except as provided in Section 1, above, all maintenance of the Unit shall be the responsibility of the Owner thereof. In addition, the Owner shall maintain all pipes, lines, ducts, conduits, or other apparatus which serve only the Unit, whether located within or without a

Unit's boundaries (including all gas, electricity, water, sewer or air conditioning pipes, lines, ducts, conduits or other apparatus serving only the Unit). In the event that the Board of Directors of the Association determines that (i) any Owner has failed or refused to discharge properly his obligations with regard to the maintenance, repair, or replacement of items for which he is responsible hereunder; or (ii) that the need for maintenance, repair, or replacement, which is the responsibility of the Association hereunder, is caused through the willful or negligent act of an Owner, his or her family, guests, lessees, or invitees, and is not covered or paid for by insurance, in whole or in part, then, the Association may perform the repair, replacement or maintenance and shall, except in the event of an emergency situation, give the Owner written notice of the Association's intent to provide such necessary maintenance, repair, or replacement, at Owner's sole cost and expense. The notice shall set forth with reasonable particularity the maintenance, repairs, or replacement deemed necessary. The Owner shall have ten days within which to complete such maintenance, repair, or replacement, or, in event that such maintenance, repair, or replacement is not capable of completion within a ten-day period, to commence such work which shall be completed within a reasonable time. If any Owner does not comply with the provisions hereof, the Association may provide any such maintenance, repair, or replacement at Owner's sole cost and expense, and all costs shall be added to and become a part of the assessment to which such Owner is subject and shall become a lien against the Unit.

16. Right of Ingress and Egress.

- A. All Owners state and covenant that all Owners of Living Units as well as their successors, assigns, grantees, invitees, and all persons who are in possession of any Living Unit are hereby granted a perpetual easement across the Common Area to said Living Units and parking areas. Non-payment of any annual or special assessment and any other special charge shall not result in a forfeiture of access to the Living Units.
- B. Each Owner hereby reserves a right to locate, erect, construct, maintain and use, and authorize the location, erection, construction, maintenance and use of drains, sanitary and storm sewers, gas and water mains and lines, electric and telephone lines, television cables and other utilities, upon any Common Area, and to give or grant the right of way for easements therefore, and to give or grant public right of ways to the City of Lee's Summit, Missouri.

17. Use of Land.

- A. The Property subject to this Declaration shall be used for residential purposes only.
- B. Living units may not be leased or rented except in the following circumstances:
  - (1) Grandfathering. Owners who lease their living units prior to the adoption of this amendment may continue to lease their living unit. This exemption shall remain effective for owners of currently leased living units so long as those living units remain leased. In event said leased living units become occupied by their owners, this exemption shall cease.
  - (2) Hardship Exception. Any Living unit may be leased or rented for a period not to exceed 18 months in any five-year period (such five-year period beginning at the inception of the lease or rental agreement) in the event that:
    - a. The living unit Owner has temporarily relocated due to employment and advised the Board of Directors in writing of the circumstances and of the living unit Owner's intent to return to the Living unit, or

- b. The living unit Owner is temporarily residing in a hospital, nursing home or other type of extended care facility due to a medical condition and the living unit Owner or her/his legal representative advises the Board of Directors in writing of the circumstances and of the living unit Owner's intent to return to the living unit.
- (3) Any leasing of a Living unit according to the circumstances described above shall be subject to the following restrictions:
- a. Written Leases Required. Occupancy or use of a living unit by a person, other than an owner, a member of the owner's family, or a temporary caretaker, shall require the execution of a lease agreement or lease addendum between the owner and the occupant upon a form specified or approved by the Board of Directors. No owner shall lease to a corporation, partnership, trust, or entity other than a natural person. Each lease shall stipulate that if the lessee, after notice from the Board of Directors, shall fail to conform to the provisions of the lease, the Bylaws, the Declaration and the rules and regulations of the Association, the Board of Directors shall be authorized to evict or require the lessee to vacate the premises on 30 days written notice, and lessee shall do so without prejudice to the Board's other legal remedies. During the term of the lease, either the lessee, or the owner of the living unit, but not both, shall be entitled to the privileges of use of the common elements and facilities.
  - b. Partial Living Units May Not Be Rented. No portion of a living unit, other than the entire living unit, may be rented unless a portion of the living unit is rented to a caretaker of the unit owner or to a relative of the owner. In either instance, the unit owner must continue to reside in the living unit. Except as provided herein, no Living unit may be let or sublet for period of less than 12 months, whether or not rents or other fees are received by the owner. No living unit within the subdivision shall be rented for transient or hotel purposes.
  - c. Family Provision. No Living unit shall be leased to more than two persons not related by blood or marriage.
  - d. Record Keeping. All owners shall provide the Board of Directors or management agent with the identity of the occupants of their living unit.
  - e. Violation of Governing Documents. In the event a tenant is found to have violated the Bylaws, the Declaration or the rules and regulations of the Association (after being given notice of the violation and an opportunity for a hearing thereon), the Board of Directors shall be authorized to require the owner of that living unit to evict or require the lessee to vacate the premises on 30 days written notice. In the event that the owner fails to evict her/his tenant, the Board may evict the tenant and the cost thereof shall be assessed to the owner of the living unit and constitute an assessment for which the Association has a lien against that living unit, enforceable as all other assessments pursuant to Section 13. The Board may exercise its rights under this provision without prejudice to the Association's other legal remedies.
  - f. Background Checks. All owners leasing their living unit must conduct background and criminal checks on their tenants and provide such findings to the President of the Association. Owners may not lease to convicted felons.
  - g. Delinquent Assessments. Owners may not lease their living unit if any assessments against the lot are delinquent. In the event the Association files suit to recover delinquent assessments of a leased living unit, the owner designates the lessee as agent to receive suit papers and summonses to court in legal actions to recover such delinquencies.
  - h. Additional Leasing Restrictions. No owner shall lease to a corporation, partnership, trust, or entity other than a natural person. Each lease shall stipulate that if the lessee, after notice from the Board, fails to conform to the provisions of the lease, the Bylaws, the Declaration and the rules and regulations of the Board, the Board shall



be authorized to evict or require the lessee to vacate the premises on 30 days written notice, and lessee shall do so without prejudice to the Board's other legal remedies.

- i. The purpose of this Amendment is to ensure that, except in limited circumstances described above, units will be occupied by owners.

18. Insurance. Each Owner of a Living Unit shall keep and maintain in force upon his or her Living Unit, fire and extended insurance coverage. Such insurance coverage shall be in amount to cover the full replacement value of the Living Unit as determined by the Owner and the Owner's insurance agent, with as broad and complete peril as may be recommended by said insurance agent.

The Association shall be named as a loss payee, additional insured, or second mortgagee to assure the repair or reconstruction of a damaged Living Unit. The Owner of each living Unit shall furnish to the Association written evidence of such insurance at least annually, or at any time upon reasonable request. If any owner shall default in the performance of this requirement, the Association, or any other Owner of a Living Unit may procure such insurance in the name of the Owner, and shall be entitled to reimbursement by said Owner for any premiums paid therefore, and an interest charge equal to that as provided above. If the Association or other Owner does in fact purchase the required insurance, then the amount of the premium and the interest thereon shall become a charge on the Living Unit of the delinquent Owner and shall be a continuing lien with the same force and effect as the assessment liens as herein provided.

19. Other Land. Irrespective of anything herein to the contrary, additional land, either platted or not platted, may hereafter be subjected by its Owner or Owners to all the provisions of this Declaration by satisfying all the following requirement:

- A. By causing an executed and acknowledged instrument acceptable to the Association to be filed for record in the Office of the Recorder of Deeds for Jackson County, Missouri, at Independence. Said instrument shall also:

- (1) Set forth an accurate legal description of the additional land being subjected to the Declarations;
- (2) Set forth the name and mailing address of the Owner or Owners of said additional land;
- (3) Contain a representation and warranty that such Owner or Owners is (or are) the legal record Owner or Owners of said additional land (without any obligation to disclose whether said land is subject to any pre-existing deeds of trust or other recorded liens) and that, so far as known to such Owner or Owners, said land is not subject to any other declaration containing substantially the same provisions as the Declarations;
- (4) Be approved in writing by the Board of Directors of the Association, provided, however, that said Board shall not give such approval unless and until it has first obtained the written approval of not less than ninety percent of the members of the Association, evidence of which shall be retained as part of the business records of the Association.

20. Paragraph Headings. The paragraph headings of the Declaration have been inserted for convenience only and shall not serve as evidence either for its interpretation or for the intention of the parties.
21. Severability. Invalidation of any one of the provisions of these Declarations by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.
22. Duration of this Declaration. The Covenants and Restrictions of this Declaration shall run with and bind the Property for a term of twenty years from the date this Declaration is filed for record in the Office of the Recorder of Deeds for Jackson County, Missouri at Independence, after which time they shall be automatically extended for successive periods of ten years each. This Declaration may be amended during the first twenty years by an instrument signed by Declarant, or after the

management of the Association is passed to the resident Board of Directors, as herein provided, by the members of the Association whose ownership represents seventy-five percent of the Living Units subject to this Declaration and thereafter by an instrument signed by the members of the Association whose ownership represents fifty percent of the living Units subject to this Declaration. Any amendment must be reduced to writing and filed for record.

RECORDER'S CERTIFICATION  
JACKSON COUNTY, MISSOURI

03/22/2010 01:54:21 PM

INSTRUMENT TYPE: REST FEE: \$327.00 104 Pages  
NON-STANDARD FEE: \$287.00



INSTRUMENT NUMBER/BOOK & PAGE:  
2010E0026274

ROBERT T. KELLY, DIRECTOR, RECORDER OF DEEDS

**Jackson County  
Recorder of Deeds  
Non-Standard Document**

This document has been recorded and you have been charged the  
non-standard fee pursuant to  
RSMo 59.310.3.

This certificate has been added to your document  
in compliance with the laws of the State of Missouri.



**Robert T. Kelly, Recorder of Deeds**  
415 E. 12<sup>th</sup> Street, Room 104      308 W. Kansas, Suite 104  
Kansas City, MO 64106      Independence, MO 64050

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IN WITNESS WHEREOF, the undersigned officers of Raintree Villas Homeowners' Association, Inc. hereby certify that this Amendment has received the requisite approval pursuant to Section 22 of the Declaration this 22<sup>nd</sup> day of March, 2010.

RAINTREE VILLAS HOMEOWNERS'  
ASSOCIATION, INC.

WITNESS: \_\_\_\_\_

By: William M. Penfro, Jr.  
Name: William M. Penfro, Jr.  
Its: President

WITNESS: \_\_\_\_\_

By: Carole A. Owsley  
Name: Carole A. Owsley  
Its: Secretary

STATE OF MISSOURI            )  
  ) SS.  
COUNTY OF JACKSON        )

On this 27 day of March, 2010 before me personally appeared William Reppro and Carole Owsley, to me known to be the President and Secretary who are personally known to me to be the same persons who executed, as such, the within instrument on behalf of said company, and such persons duly acknowledged the execution of the same to be the act and deed of said company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

Rachelle J Vandiver  
Notary Public

My Appointment Expires:

RACHELLE J VANDIVER Notary Public - Notary Seal State of Missouri Commissioned for Jackson County My Commission Expires: June 27, 2012 Commission Number: 08380291
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