

**AMENDED AND RESTATED DEVELOPMENT GUIDELINES**  
**DALINDA ESTATES HOMEOWNERS ASSOCIATION, INC.**

COMES NOW, on this 18<sup>th</sup> day of January, 2018, the following members of the Architectural Review Committee ("ARC") for the DaLinda Estates Homeowners Association, Inc. ("Association") and for these Amended and Restated Development Guidelines ("Development Guidelines") states as follows:

RECITALS

1. The Association maintains and manages the DaLinda Estates subdivision (the "Subdivision") located in Greenwood, Jackson County, Missouri according to three (3) plats recorded in the Office of the Director of Records for Jackson County, Missouri ("Recorder's Office") and identified in detail as follows:
  - a. DaLinda Estates, Lots 1-30 and Tracts A-C, a subdivision in Greenwood, Jackson County, Missouri, recorded on July 30, 2002 as Document No. 2002I0064806,
  - b. DaLinda Estates Second Plat, Lots 31-57 and Tract D, a subdivision in Greenwood, Jackson County, Missouri, recorded on October 19, 2006 as Document No. 2006E0109144, and
  - c. DaLinda Estates Third Plat, Lots 58-81, a subdivision in Greenwood, Jackson County, Missouri, recorded on July 23, 2008 as Document No. 2008E0078715.
2. The Association's management and maintenance responsibilities include the enforcement of certain restrictive covenants ("Covenants") which encumber the Subdivision. The Covenants are specifically entitled Declaration of Covenants, Conditions and Restrictions for DaLinda Estates dated November 11, 2004 and recorded in the Recorder's Office on November 22, 2004 as Document No. 2004I0108499.
3. The Association is also governed by a set of bylaws ("Bylaws") specifically entitled Bylaws of DaLinda Estates Homeowners Association, Inc., dated November 11, 2005 and executed by Peggy L. Ragan, as Chairman and Secretary.
4. Article VII of the Bylaws establishes the ARC and charges it with certain duties including authority to establish these Development Guidelines and to govern the operation of the Subdivision. In particular, the following provisions apply as a grant of authority to create these Development Guidelines and charge the ARC with its duties, rights and obligations:
  - a. Article VII, Section 1 of the Bylaws provides in pertinent part as follows:

"The purpose of the ARC is to assure that all proposed uses and any

construction or alteration of any Structure which takes place on any Lot or any other Property shall be performed in conformity with the objective of high quality environmental design and development as set forth in the Development Plan. To carry out that purpose, the ARC shall have all of the rights, powers, and duties conferred upon it pursuant to the provisions of this Article, including the right to approve any and all proposed uses, site plans, and Structures to be constructed on the Property, including the Common Property Improvements. The ARC shall also have the right to approve or disapprove any and all proposed external alterations or use changes for Lots or Common Property. The ARC will not do anything which would prevent the Developer from fulfilling its obligations under the Development Plan.”

- b. Article VII, Section 1.3(b) of the Bylaws provides in pertinent part as follows:

“The ARC shall adopt, promulgate, and, as it deems appropriate, amend the Development Guidelines and will, as required, make findings, determinations, rulings, and orders with respect to the conformity with said Development Guidelines of plans and specifications to be submitted for approval to the ARC.”

- c. Article VII, Section 1.4 of the Bylaws provides in pertinent part as follows:

“As contemplated by and pursuant to the provisions of this Article, ARC may adopt, promulgate, amend, revoke, and enforce design and development guidelines (the “Development Guidelines”) for the purposes of establishing policies, requirements, standards, restrictions, and specifications with respect to the approval and disapproval of all proposed uses and with respect to all construction or alteration of any Structure on any Lot, Easement Area, or Common Property.”

“The ARC shall make a published copy of its current Development Guidelines readily available to Members and prospective Members of the Association and builders.”

5. Article IV of the Covenants further supports the authority of the ARC. Specifically, Article IV, Section 1 provides that, “[a]ll plans and specifications must be approved by the Declarants or, upon formation of the Association, by the Architectural Review Committee (ARC) appointed by the Board of Directors of the Association.

6. Article VII, Section 1.9 creates provisions for the Association to address any violations of the of the Bylaws, the Covenants or any Development Guidelines. It provides as follows:

"If any Structure, tree, or other landscaping shall be erected, placed, maintained, or altered upon any Lot, or any new use commenced on any Lot, otherwise, than in accordance with the plans and specifications approved by the ARC pursuant to these Bylaws and the Declarations of Covenants, Conditions, and Restrictions for DALINDA ESTATES, such erection, placement, maintenance, or alteration shall be deemed to have been undertaken in violation of this Article and without the approval required herein. Upon written notice of the violation to the Owner from the Association Board (which shall be deemed to have been delivered if sent by certified or registered mail, return receipt requested, postage paid), any such Structure, tree, or other landscaping shall be removed or altered, and any such use shall be terminated, so as to extinguish the violation. If the Owner of the Lot upon which the violation exists shall not have taken reasonable steps toward the removal or termination of the same within the time specified within the notice, the Association shall have the right to pursue its Right of Action, together with all remedies whether at law or in equity and whether specified herein, and including but not limited to the remedy of injunctive relief and obtaining a monetary judgment for all costs, expenses, attorneys' fees, and damages."

7. These Development Guidelines are being promulgated pursuant to the authority granted to the ARC and the obligations required by the Bylaws and the Covenants (each as specifically quoted above).

8. It is the desire of the Association, through its ARC to provide clarity, definition and established procedures by these Development Guidelines which shall assist it, and future ARC members of the Association, in the fair and reasoned administration and the management of the Subdivision.

9. The ARC adopted the original Development Guidelines pursuant to the foregoing authority on the \_\_\_\_\_ day of \_\_\_\_\_, 2017 and has operated under the same since.

10. The ARC has now determined that alterations to the original Development Guidelines are appropriate, prudent and necessary as it relates to notice provisions the ARC Approval Process under Section 10, and the installation/approval of basketball goals within the Subdivision under Section 4.

11. These Development Guidelines have been approved at a regularly called meeting of the Association's ARC held on the 18<sup>TH</sup> day of January ~~2018, 2017~~. At which said meeting the following members of the ARC were present: Kenny Zoeller Masson Hilti Geoff Weiss  
Cassandra Morris  
\_\_\_\_\_ after copies of the same were promulgated to the membership for comment and suggestion via the annual meeting of the Association and/or via regular U.S. Mail sent on the \_\_\_\_\_ day of \_\_\_\_\_, 2017 at least thirty (30) days prior to the meeting of the ARC whereat these Development Guidelines were adopted.

12. Motion for approval of these Development Guidelines was made by: \_\_\_\_\_

H. Zuck, a member of the Association ARC in good standing.

13. A second for approval of these Development Guidelines was made by: Mason  
Hiti, a member of the Association ARC in good standing.

14. After extended discussion amongst the membership present, the Board of Directors, and the ARC, the following Development Guidelines of the Association were approved. Upon approval, the President of the Association thereafter directed that said Development Guidelines be distributed in the following manners (a) delivered to the Association's membership via regular U.S. Mail, (b) published on the Association's web-page and (c) maintained with the corporate records of the Association for review by the membership upon reasonable request.

15. These Recitals are an integral part of these Rules and Regulations and are included for the purpose of outlining the necessity for adoption of the same, as well as the authority for the adoption of the same.

### DEVELOPMENT GUIDELINES

#### 1. PURPOSE

The herein provided Development Guidelines have been adopted with the following purposes and intentions:

- (a) Clarifying certain terminology utilized within the Bylaws and/or Covenants so as to allow for the fair and impartial imposition of the same.
- (b) To establish a policy, procedure and structure for notification of any violation of the Bylaws and/or Covenants.
- (c) Create the Development Guidelines authorized and directed by the Bylaws and Covenants.

#### 2. GENERAL POLICY

- (a) Anyone in violation of the Bylaws and/or Covenants imposed against properties within the Subdivision and enforced by the ARC shall be subject to the penalties of this policy.
- (b) Voluntary compliance from all who own or visit the Subdivision is expected. It shall be the responsibility of the Association members to see that all tenants, guests, and other persons inhabiting their properties are informed of, and comply with, these Development Guidelines.
- (c) These Development Guidelines do not replace the Bylaws and/or Covenants which are the primary governing documents of the Association. In the event of

conflict between the wording or impact of these Development Guidelines and the Bylaws and/or Covenants, then the Bylaws and/or Covenants shall prevail.

(d) These Development Guidelines may be amended, modified or repealed at any time by the majority vote of the ARC in the same manner and procedure of their adoption.

3. **DAMAGE OR THEFT OF ASSOCIATION PROPERTY/COMMON AREAS.** In addition to any references made by the Bylaws and/or Covenants, the following shall apply as to the Association property:

(a) Members of the Association are fully responsible for their actions and the actions of their family members, guests, tenants and any pets, and shall be held accountable for any damage or theft done to the common area or property of the Association.

(b) Any damage to, vandalism or theft of, buildings, grounds or other common areas or to equipment by any member of the Association, or their family, guests, tenants or pets, shall be repaired or replaced at the expense of the member. The Association may complete the repairs or replacements as needed and charge the costs of the same to the responsible Member.

4. **RECREATIONAL STRUCTURES.** Article IV, Section 7, Subparagraph 7 of the Covenants establishes guidelines for installation of recreational structures. It provides in pertinent part as follows:

“Recreational Structures. All recreational and play structures shall be located behind the back building line of the residence.”

a. For purposes of these Development Guidelines, and in interpreting the Covenants and/or Bylaws, the term “Recreational Structures” shall be identified and defined as follows:

“Recreational Structures” shall be defined as any solid structure constructed, regardless of whether it is permanent or temporary, located upon, above or partially upon or above the ground for recreational use including but not limited to trampolines, play structures, swing sets, basketball goals/hoops/nets, planter boxes for gardens, soccer goals, swimming pools, hot tubs, saunas, tennis courts, playscapes, gazebos, treehouses, clubhouses, greenhouses all of which will require prior approval by the ARC as to harmony with surrounding lots and structures, location, materials and construction.

b. Basketball goals/hoops/nets shall be subject to ARC approval pursuant to the process outlined and created within these Development Guidelines, and shall comply with the following:

- i. Be located at the front of the house,
- ii. Must be properly maintained,
- iii. Must be poured and secured in concrete,
- iv. Must be located midway between the garage door and the street,
- v. Must not exceed more than two (2) feet from the edge of the driveway,
- vi. Must have a clear backboard.
- vii. Must be within six (6) inches of the driveway

5. **OUTBUILDINGS.** Article IV, Section 7, Subparagraph 14 of the Covenants establishes guidelines for installation of outbuildings. It provides in pertinent part as follows:

“Outbuildings. Design of all outbuildings must be approved by the ARC, must be attached to the main house structure, and must be the same color and architectural treatment as the main house.”

For purposes of these Development Guidelines, and in interpreting the Covenants and/or Bylaws, the term “Outbuildings” shall be identified and defined as follows:

“Outbuildings” shall be defined as any enclosed structure or roofed building, erected or maintained on a lot that is subordinate to and located on the same lot as a main residence and not directly accessible from the interior of the main residence, the use of which is clearly incidental to that of the main building or to the use of the land, including but not limited to garden/lawn sheds, doghouses or other animal shelters, patio enclosures, detached garage, sheds, barns, portable containers, deck enclosures all of which will require prior approval by the ARC as to harmony with surrounding lots and structures, location, materials and construction.

6. **COMMERCIAL VEHICLES.** Article IV Section 7, Subparagraph 19 of the Covenants establishes guidelines for parking. It provides in pertinent part as follows:

“Parking. No commercial trucks or vehicles, house trailers, manufactured home, mobile home or trailer, either with or without wheels, or unlicensed vehicles of any kind may be kept or stored on any lot, unless housed or stored in an enclosed garage or similar structure.”

For purposes of these Development Guidelines, and in interpreting the Covenants and/or Bylaws the term “commercial trucks or vehicles” shall be identified and defined as follows:

“Commercial Vehicles” shall be defined as any vehicle which displays the name of a business or other commercial enterprise or employer anywhere on the vehicle through logos, advertising, commercial wraps or the like (except on its license plate or license plate holder, or as a decal on a windshield or window and except for passenger vehicles with local state or federal government designations such as city inspectors, police, fire, sheriff, etc.). Commercial Vehicles shall also include those vehicles which have a chassis with a capacity of ¾ ton or larger, such as flatbed trucks, tow trucks, tractor-trailer rigs and the like. Commercial Vehicles shall also include those vehicles which carry equipment tools, or materials related to a business which are visible

from outside the vehicle such as ladders, pool supplies, plumbing equipment or materials, construction materials, landscape equipment or materials. Commercial Vehicles shall also include those vehicles which are over eighteen (18) feet in length, bumper to bumper.

7. COMMON AREA USAGE. In addition to any references made by the Covenants and/or Bylaws, the following shall apply as to the use of the Pool and Pool House:

- (a) All persons utilizing the Pool and Pool House do so at their own risk.
- (b) The Pool is a private pool for members only. Residents can invite guests to accompany them while they are using the Pool, its facilities or common areas. For safety and security reasons, households inviting more than four guests must notify a board member in advance. Guests must always be accompanied by a Subdivision resident unless prior written permission is obtained from the Board of Directors. Additional rules and information regarding the use of the Pool have been posted both at the Pool and on the Association's web-page.
- (c) Subdivision residents are allowed to use the common area, Pool and Pool House at anytime; however guests accompanied by residents will not be allowed to use the Pool or Pool House, facilities or common areas earlier than one half hour before sunrise and any later than one half hour after sunset without prior Board of Director approval.
- (d) No excessive noise, boisterous conduct or rough-housing is permitted on, or within, the common areas owned by the Association, including the Pool or Pool House at any time.
- (e) No alcohol shall be permitted or consumed at the Pool, the Pool House or any common area or facilities without prior written permission from the Board of Directors.
- (f) The Pool and Pool House can be reserved for activities by contacting the Board of Directors. Additional information is available on the Association web-page.
- (g) All amenities of the Subdivision are available for use only to members in "good standing" and their guests. Members are responsible for the conduct of their children, their guests, and the children of their guests. All members and guests must abide by these established guidelines and any rules posted by the Association.

8. ADDITIONAL DEVELOPMENT GUIDELINES. The Association may promulgate additional Development Guidelines in compliance with, and under the authority of the Bylaws and/or Covenants. Said regulations may be imposed for use of the common areas and amenities of the Association such the Pool and Pool House.

9. ARCHITECTURAL REVIEW COMMITTEE.

(a) Responsibility of Enforcement. It shall be the responsibility of the ARC, under the authority of the Bylaws and Covenants to enforce these Development Guidelines and any other authority or responsibilities under the Covenants and Bylaws which may be delegated to the ARC by the Association Board. It shall not be the responsibility of the ARC, as a body, to police the neighborhood for potential or existing violations, but to act upon violations reported to it by members of the Association and its Board of Directors.

(b) Reporting Alleged Violations. Any member of the Association may report an alleged violation of the Covenants, Bylaws and/or these Development Guidelines. Homeowners wishing to report an alleged violation should do so directly to the ARC in writing at:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(c) Investigation and Notification of Violation(s). Upon receiving a complaint, the ARC shall investigate and determine the existence of any violations of these Development Guidelines, the Covenants and/or the Bylaws, or any other obligations of the Association which may be delegated to the ARC by the Association Board of Directors. If the ARC determines that one or more violations have been committed, the ARC shall send written notice (“Notice of Violation”), via U.S. Postal Service, return receipt requested, providing a formal letter to the homeowner informing them of the violation(s), a copy of which shall be filed with the Secretary of the Association. The Written Notice shall describe, (a) the nature of the violation, (b) the correction required, (c) the fine to be imposed for failure to cure the same, and (d) the timeframe in which to cure the violation in order to avoid imposition of the fine and/or further action, or imposition of additional fines. The homeowner shall then have fifteen (15) calendar days (“Correction Period”) from the date printed on the Written Notice to correct the violation(s). If the homeowner fails to comply with the conditions set forth in the Written Notice, the ARC shall inform the Association Board of the violation by the offending homeowner. The Association may take legal action to enter onto the land of the offending homeowner in order to take such steps as may be necessary to remove or otherwise terminate and abate such violation. The Association Board may also impose fines for the violation(s) pursuant to the terms of these Development Guidelines, and sue for, and obtain an injunction, prohibitive or mandatory, to prevent the breach of, or to enforce the observation of these Development Guidelines, the Covenants and/or the Bylaws, along with all fines, legal and court costs incurred therein. The Association shall send written notice (“Notice of Enforcement Action”) to the homeowner of its determination regarding the violation, the fine imposed and any legal action to be taken.



(d) Appeal. Upon receipt of Notice of Violation and/or upon receipt of Notice of Enforcement Action, the homeowner may appeal the determination of the ARC and/or Association Board by means of a written request (“Appeal”) submitted to the Secretary of the Association within the fifteen (15) day Correction Period, or within fifteen (15) days of the Notice of Enforcement Action. Initiation of such an appeal shall not suspend the Correction Period, nor the actions identified under the Notice of Enforcement Action. Upon receipt of the Appeal, the Secretary shall present the Appeal to the Association Board at its next regularly scheduled meeting. The Association Board shall have the right to accept or reject the Appeal (either of the violation or the enforcement action promulgated) in writing within thirty (30) days of the Board meeting at which the Appeal is considered.

(e) ARC Applications. Applications for approval of any Structure, Site Plan, Floor Plan, Exterior Elevation, Recreational Structure, Landscaping Plan, Specification, change in existing grades, set-backs, Driveways, Private Sidewalks, Fencing and Retaining Walls, Swimming Pools, Tennis Courts, Decks, Animal Shelters, Signs, Materials, Garages, Outbuildings, Roofs, Alterations or any other improvement/change requiring ARC approval shall be submitted in writing with plans and specifications to the ARC prior to installation or construction of the same begins. Sample application forms are available through the Association web-page. Approval, in writing from the ARC shall be required in all circumstances prior to installation or construction of the same begins.

#### 10. ARC APPROVAL PROCESS.

(a) Approval. Before any structure shall be built, altered, or placed on any lot the construction plans and specifications and a plan showing the nature, kind, height, color, materials, location, elevation and landscaping of the structure shall be submitted to and have the written approval of the ARC as to quality and type of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. The ARC, as herein provided for, may give written permission to vary the location of residences or to avoid unnecessary and unreasonable destruction of trees and where in the opinion of the ARC the location and architectural design will not detract materially from the appearance and value of other properties. No tree larger than six inches (6”) diameter at the base shall be installed without the prior approval of the ARC.

(b) Applications. Applications for ARC approval may be obtained by members of the Association ARC, through the Association’s web-page, or by contacting any member of the Association Board of Directors. All applications for ARC approval must include a description or drawing of the proposed alterations/structures showing location, design and placement, along with paint samples, color changes, material samples or other documentation as may be required by the ARC. The ARC will not consider incomplete applications.

(c) Timing. The ARC shall consider and vote on approval or disapproval of each application within thirty (30) days of its submission to the ARC.

11. ENFORCEMENT & FINES. Any property owner found by the Association's Board to be in violation of any of these Development Guidelines, the Covenants and/or the Bylaws, in addition to any legal action authorized for declaratory judgment or injunctive relief, may be fined an amount up to Fifty and 00/100 Dollars (\$50.00) for each week that the violation continues.

Said fines shall not prohibit, nor limit, the Association's rights, remedies or other legal actions authorized by law, by these Development Guidelines, or by the Covenants and/or Bylaws, which said rights and actions may be exercised concurrently. Any fines imposed shall be added to, and incorporated into, the statement of account for the property owner and subject to any liens or actions for collection. Unpaid fines, including legal fees, court costs and expenses shall be a continuing lien against the property and may be recorded by the Association as a public record and shall accrue interest at the rate authorized by the Covenants for any delinquent assessments.

The Association Board, in its sole and complete discretion, may resolve and negotiate a waiver of any part, or all, fines, penalties, costs and other charges imposed against members of the Association pursuant the settlement of litigation or threatened litigation.

Any owner found by the ARC to be in violation of the Development Guidelines, the Covenants and/or the Bylaws shall be suspended from any and all privileges of membership, including but not limited to, use of the common areas owned by the Association, (including the Pool and Pool House), and all voting privileges related to the Association matters.

IN WITNESS WHEREOF, the undersigned being the Chair of the ARC for the Association, and each member of the ARC have hereunto set his/her hand and do hereby confirm the adoption, approval and ratification of the foregoing Development Guidelines for the DaLinda Estates Homeowners Association, Inc., subject to further addition and amendment by vote of a majority of the ARC.

DALINDA ESTATES HOMEOWNERS ASSOCIATION, INC.,  
ARCHITECTURAL REVIEW COMMITTEE

  
\_\_\_\_\_  
Kenny Zoeller, Chair

  
\_\_\_\_\_  
\_\_\_\_\_, Vice-Chair

Cassie Morrison  
Cassie Morrison, Member

Mason Hilty  
Mason Hilty, Member

Geoffrey Wiese  
Geoffrey Wiese, Member

COMES NOW, Lora Clymore, Secretary of the DaLinda Estates Homeowners Association, Inc., and does hereby attest to the fact that the members of the Architectural Review Committee have approved the foregoing Development Guidelines as of the 17<sup>TH</sup> day of February 2018, ~~2017~~. A quorum of the ARC members having been present at the meeting and voting occurred pursuant to the terms and requirements of the Association's By-laws and Covenants.

ATTEST:

Lora D. Clymore Lora D. Clymore  
Secretary