

<b>How to vote:</b>	
<ul style="list-style-type: none"> <li>PLEASE CHECK YES OR NO ON THE BOTTOM OF PAGE 3.</li> <li>BALLOTS MUST BE SIGNED BY OWNER. Please return the official ballot in any of the following methods: <ol style="list-style-type: none"> <li>Fax to 816-650-5517</li> <li>Email to <a href="mailto:arearealestate@hotmail.com">arearealestate@hotmail.com</a></li> <li>Mail to PO Box 110, Independence, MO 64051</li> </ol> </li> </ul>	Changes and/or additions to the verbiage are in bold.
<b>Current Covenant/ Restrictions</b>	<b>Proposed Revision</b>
Article VI, 6.1 General Use of Land No lot may be improved, used or occupied for any purpose other than as provided by applicable zoning laws and restrictions filed of record in relation thereof.	Article VI, 6.1 <b>Add: Violators will be assessed a fine of \$100 per day until resolved.</b>
<b>Current Covenant/ Restrictions</b>	<b>Proposed Revision</b>
Article VI, 6.2 All residents shall incorporate “dual fuel” heating and cooling systems with an electric heat pump and gas furnace backup.	Article VI, 6.2 <b>Change: All residents shall use underground electricity or natural gas for their energy source. Any alternative energy sources must be approved by the HOA.</b>
<b>Current Covenant/ Exterior</b>	<b>Proposed Revision</b>
Article VI, 6.5.1 All homes are to be painted with earth tone colored paint on the exterior walls. Developer reserves the right to approve exterior colors.	Article VI, 6.5.1 <b>Change: All homes are to be painted with earth tone colored paint on the exterior walls. Developer and/or HOA reserves the right to approve exterior colors. Any home that is repainted a color other than the original must have that color approved by the HOA. Houses painted a non-compliant color will be assessed a fine of \$100 per month until resolved for a maximum fee of \$3,500 to cover the cost of repainting.</b>
<b>Current Covenant/ Exterior</b>	<b>Proposed Revision</b>
Article VI, 6.5.3 All lots are to be sodded and landscaped within a reasonable amount of time after occupancy. Each lot on which a dwelling is built must have a minimum of two (2) Red Maple planted 12’ from the curb. The trees shall not be less than six (6) feet in height when planted.	Article VI, 6.5.3 All lots are to be sodded and landscaped within a reasonable amount of time after occupancy. Each lot on which a dwelling is built must have a minimum of two <b>trees</b> planted <b>at least</b> 12’ from the curb. The trees shall not be less than six (6) feet in height when planted.
<b>Current Covenant/Exterior</b>	<b>Proposed Revision</b>
Article VI, 6.5.4 All roofing shall be asphalt roofing, weathered gray color, 20 year or better.	Article VI, 6.5.4 <b>Add: Any home that is re-roofed in a color other than the original color must have that color approved by the HOA. Violators will be assessed a fine of \$100 per month until resolved for a maximum of \$15,000 to cover the cost of replacing the roof.</b>
<b>Current Covenant/ Exterior</b>	<b>Proposed Revision</b>
Article VI, 6.5.5	Article VI, 6.5.5

Above Ground Pools Prohibited. No above ground swimming pools shall be erected, installed, constructed and/or maintained by an Owner of any Lot, other than an entirely portable and movable wading pool not greater than six feet in diameter.	<b>Add: Violators will be assessed a fine of \$30 per day until resolved with a maximum of \$1,500 to cover the cost of removing the pool.</b>
<b>Current Covenant/ Restrictions</b>	<b>Proposed Revision</b>
Article VI, 6.7 Fences In no event will any chain link fences be erected anywhere on the Property (including dog runs). No fencing other than wood and/or vinyl fencing shall be permitted on any Lot and no fencing shall be permitted nearer to the front street than the rear lines of the residence.	Article VI, 6.7 Fences In no event will any chain link fences be erected anywhere on the Property (including dog runs). No fencing other than wood, <b>ornamental wrought iron</b> and/or vinyl fencing shall be permitted on any Lot and no fencing shall be permitted nearer to the front street than the rear lines of the residence. <b>Violators will be assessed a fine of \$100 per month until resolved.</b>
<b>Current Covenant/ Restrictions</b>	<b>Proposed Revision</b>
Article VI, 6.12 Automotives No engine rebuilding or any similar form of automotive maintenance or manufacturing or repairing, whether for hire or otherwise, shall occur on any of the Lots except that automotive repairs on a noncommercial basis and not for hire may be conducted in any enclosed garage built on a Lot.	Article VI, 6.12 Automotives <b>Add: Violators will be assessed a fine of \$30 per month until resolved.</b>
<b>Current Covenant/ Restrictions</b>	<b>Proposed Revision</b>
Article VI, 6.13 Parking and Storage No school buses, tractors, trucks over 3/4 ton, recreational vehicles, motor homes, boats, unmounted campers, trailers, unlicensed or inoperable or partially disassembled automobiles or any other motor vehicles or trailers may be stored upon any Lot except that such storage (except storage for hire) shall be permitted within the confines of any building built upon any Lot or shall be regularly parked in the open on any Lot or at the curb and in any event not more than 12 hours at any one time.	Article VI, 6.13 Parking and Storage No <b>buses over 23 feet long</b> , tractors, trucks <b>over 1 ton</b> , recreational vehicles, motor homes, boats, unmounted campers, trailers, unlicensed or inoperable or partially disassembled automobiles or any other motor vehicles or trailers may be stored upon any Lot except that <b>such storage</b> shall be permitted within the confines of any building built upon any Lot or shall be regularly parked in the open on any Lot or at the curb and in any event not more than <b>72 hours</b> at any one time. <b>Violators will be assessed a fine of \$30 per week until resolved.</b>
<b>Current Covenant/ Restrictions</b>	<b>Proposed Revision</b>
Article VI, 6.13.1 This is an addition to 6.13	<b>Article VI, 6.13.1</b> <b>Storage for hire units (such a Pods) shall be permitted for up to 90 days. Any extension beyond 90 days must be pre-approved by the HOA. Violators will be assessed a fine of \$30 per week until resolved.</b>
<b>Current Covenant/ Restrictions</b>	<b>Proposed Revision</b>
Article VI, 6.15 Outbuildings. No outbuildings of any kind shall be constructed, installed or moved on or to any lot.	Article VI, 6.15 <b>Outbuildings. One detached accessory building (“Outbuilding”) may be built and maintained on any Lot pursuant to the terms and conditions provided as follows:</b> <b>(1) The Outbuilding is constructed and maintained in compliance with all applicable building codes and requirements as adopted by the City of Grain Valley, Missouri.</b> <b>(2) Written authorization from the HOA, which said authorization shall not be unreasonably denied.</b> <b>(3) All Outbuildings must not exceed two hundred (200) square feet in area, and must be constructed in connection with the residential use of the property, not for business purposes. In no case shall an Outbuilding be located closer to the</b>

	<p>front of the lot than the back corner of the house, or in case of corner lots, no closer than the required building setback lines imposed by the City of Grain Valley.</p> <p>(4) An Outbuilding may not be built or located within five feet of a side boundary line of any Lot and not less than five feet from the rear property line of any Lot.</p> <p>(5) The exterior of all Outbuildings must match the color and materials of the façade of residence constructed on the Lot. For example, and not by limitation, an Outbuilding should be of a wood construction, painted the same color and apply the same color of shingles with a minimum roof pitch of at least 7 ½. No Outbuildings constructed of metal shall be permitted.</p> <p>(6) Building permits required by the City of Grain Valley, Missouri, along with any proposed construction plans and color schemes for the construction of any Outbuilding must be submitted to the HOA.</p>
<b>Current Covenant/ Restrictions</b>	<b>Proposed Revision</b>
<p>Article VIII, 7.1 General Provisions Failure of the Developer, or any Owner, or the Association to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.</p>	<p>Article VIII, 7.1 General Provisions Add: <b>Liens can be filed on those homeowners whose fines exceed \$300.00</b></p>
<b>Current Covenant/ Restrictions</b>	<b>Proposed Addition</b>
	<p><b>Article VIII, 7.2 Repair and Maintenance of Lots</b> The Owner of each Lot shall keep the Lot, and the Structures and other improvements on the lot, in good order and repair and free of debris. Lawns shall be seeded and mowed, shrubbery trimmed and painted exterior surfaces repainted, all in a manner and with such frequency as is consistent with good property management. Violators will be assessed a fine of \$100 per month until resolved.</p>

**Indicate your vote by marking the corresponding box:**

Yes  I approve the Rosewood Hills HOA proposed Covenants, Conditions & Restrictions revisions.

No  I do not approve the Rosewood Hills HOA proposed Covenants, Conditions & Restrictions revisions.

Address: \_\_\_\_\_ Signature: \_\_\_\_\_

Date: \_\_\_\_\_