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CEDAR LAKE ESTATES AMENDED  
AND RESTATED DECLARATION OF  
COVENANTS AND RESTRICTIONS AND  
HOMES ASSOCIATION DECLARATION

STATE OF MO  
CLAY COUNTY  
RECORD OF DEEDS

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ROBERT T. SEVIER  
RECORDER OF DEEDS

By: Wanda Watson  
Deputy

CC-145875-5

Katee Porter, Recorder of Deeds

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## CEDAR LAKE ESTATES AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS AND HOMES ASSOCIATION DECLARATION

THIS CEDAR LAKE ESTATES AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS AND HOMES ASSOCIATION DECLARATION (hereinafter the "Declaration") is made effective as of the 1st day of February, 1999, by the parties who are signatories hereto (hereinafter collectively referred to as the "Declarants"), including B. G. WRIGHT CONSTRUCTION COMPANY, INC. and its successors and assigns (hereinafter the "Developer").

### RECITALS

A. Developer is the developer of that certain multi-phase, single-family residential subdivision located in Smithville, Clay County, Missouri and known as Cedar Lake Estates according to the recorded plats thereof; and

B. The parties who are signatories hereto are the Owners of those Lots located within Cedar Lake Estates described opposite their signatures hereto; and

C. Cedar Lake Estates is being developed in several phases reflected on multiple plats, for residential purposes consisting of single-family residences and related common facilities; and

D. Prior to commencing the development of each respective phase of Cedar Lake Estates Developer subjected all of the Lots within each respective phase to a certain declaration titled Cedar Lake Estates Covenants and Restrictions which declaration was duly filed of record with the office of the Clay County, Missouri Recorder of Deeds on June 11, 1991 in Book 2039 at Page 606, and on July 6, 1992 in Book 2132 at Page 119, on May 11, 1994, in Book 2352 at Page 482 and on May 1, 1996 in Book 2554 at Page 1 (collectively the "Covenants"); and

E. The Covenants continue in full force and effect with respect to all Lots within Cedar Lake Estates, however, Declarants desire to subject their Lots, and the Lots of all other Owners if possible, to the further and different covenants, conditions, restrictions, easements, assessments, charges and liens, which are hereinafter set forth, for the benefit of Declarants, their successors, heirs and assigns, and future grantees, to further protect the value and desirability of all phases of Cedar Lake Estates; and

F. Article VII, Section 3 of the Covenants provides that the Covenants can only be amended with respect to all of the Lots if the Owners of ninety percent (90%) of all Lots within each phase of Cedar Lake Estates sign an instrument so amending the Covenants; and

G. The Declarants desire to amend the Covenants as herein provided for all Lots within Cedar Lake Estates, however, Declarants are not certain that the Owners of ninety percent (90%) of

all Lots within each phase of Cedar Lake Estates will sign this Declaration to so amend the Covenants; and

H. The Declarants desire to subject their respective Lots to this Declaration regardless of whether the Owners of ninety percent (90%) of all Lots within each phase of Cedar Lake Estates agree to subject all Lots to this Declaration and, therefore, Declarants agree that if Owners constituting fewer than ninety percent (90%) of all Lots within each phase of Cedar Lake Estates sign this Declaration it will govern only those Lots owned by Declarants and the Covenants shall remain in full force and effect in their existing form with respect to all Lots within Cedar Lake Estates, including the Lots owned by Declarants, and only those provisions of this Declaration which do not conflict directly with the provisions of the Covenants shall be effective as to Declarants Lots.

## AMENDMENT AND RESTATEMENT

### Definitions

The following words, when used in this Declaration or any supplemental declaration, shall have the following meanings:

1. **"Architectural Design Committee"** or **"Committee"** means the committee, or the Board of Directors of the Association, if no such committee is appointed by the Board of Directors of the Association, with the authority described in this Declaration.

2. **"Association"** means the Cedar Lake Estates Homeowners' Association, a not-for-profit corporation formed pursuant to the General Corporation Code of the State of Missouri, by Articles of Incorporation filed with the Secretary of State for the State of Missouri, and its successors and assigns, created to manage and govern the Common Area and such other duties as set forth herein. The "Board of Directors" or "Board" shall be the elected governing body of the Association which has the power and authority which are more particularly set forth in the By-Laws of the Association, as the same are adopted and as they may be amended from time to time.

3. **"Cedar Lake Estates"** means all of the real property described in Exhibit "A" attached hereto and incorporated herein by reference. Developer may subject additional property to this Declaration by the filing of one or more supplemental declarations.

4. **"Common Area"** means all real, personal, tangible and intangible property now or hereafter owned by the Association. The Common Area shall include, but not be limited to, the following:

a. all that portion of Cedar Lake Estates owned in fee simple by the Association;

b. all community buildings, swimming pools, ponds, lakes, tennis courts, playground equipment, recreational facilities, structures, trees, landscaping, lighting

equipment, decorative equipment or other improvements, if any, located upon that portion of Cedar Lake Estates owned by the Association;

c. all paved driveways, sidewalks and open parking areas located upon that portion of Cedar Lake Estates owned by the Association except those located upon a Lot, or owned by or dedicated to any public entity;

d. all installations of central services for the benefit of more than one Lot, if any, such as television lines, wires or antennas, cable television equipment, incinerators, trash receptacles, pipes, wires, conduits, sewers, water and other utility lines and facilities; except to the extent the facilities providing such services are located within a Residence and provide such services only to such Residence;

e. all easements, rights and appurtenances thereto necessary or desirable for the existence and maintenance of Cedar Lake Estates and the safety of the Owners; and

f. all personal property owned by the Association intended for use in connection with the operation and maintenance of the Common Area.

5. **"Declarants"** means collectively all of the parties who are signatories hereto.

6. **"Developer"** means B.G. Wright Construction Company, Inc., d/b/a Cedar Lake Estates Subdivision, its successors and assigns.

7. **"First Mortgagee"** means any holder, beneficiary insurer or guarantor of a first deed of trust encumbering a Lot, who has requested notice of certain matters from the Association as provided in this Declaration.

8. **"Lot" or "Lots"** means any numbered plot or plots of land shown upon any recorded subdivision plat of Cedar Lake Estates.

9. **"Member"** means each Owner entitled to membership in the Association.

10. **"Owner"** means the record owner, whether one or more persons or entities, of the fee simple title to a Lot. If a Lot has one or more owners, they are considered collectively the Owner. If a Lot is sold pursuant to a publicly recorded contract of sale, the contract vendee (rather than the fee Owner) shall be deemed to be the Owner. The term "Owner" shall not mean the trustee or beneficiary of a deed of trust unless and until such individual or entity has acquired fee simple title to such Lot pursuant to foreclosure or a deed in lieu of foreclosure.

11. **"Residence"** means any Single-Family Residence.

12. **"Single-Family Lot"** means the Lots in Cedar Lake Estates, which are developed for Single-Family Residences.

13. "Single-Family Residence" means one detached single-family residential structure located on a Single-Family Lot.

14. "Tenant" means any person leasing any space in a Residence under any lease, written or oral.

## ARTICLE I Purpose

Declarants hereby declare that all Lots owned by Declarants are and shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions, easements, assessments, charges and liens hereinafter set forth, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of Cedar Lake Estates. These covenants, restrictions, conditions, easements, assessments, charges and liens shall run with the Lots owned by Declarants, and to the extent possible all Lots within Cedar Lake Estates, shall be binding upon all parties having or acquiring any right, title or interest in the Lots owned by Declarants and to the extent possible all Lots within Cedar Lake Estates and shall inure to the benefit of each and every Owner.

## ARTICLE II Association Membership

1. **Membership and Voting Rights in the Association.** The Association shall have two classes of voting memberships, Class A and Class B, as follows:

a. Every Owner, other than the Developer, shall be a Class A Member of the Association. Class A membership shall be appurtenant to and may not be separated from Lot ownership and the membership shall be deemed to be conveyed by any instrument which transfers title to a Lot to an Owner, regardless of whether such instrument mentions or describes the membership. Class A Members shall be entitled to one vote for each Lot which they own. When more than one person owns any Lot, all such persons shall be Class A Members but shall be entitled to cast only one (1) vote for the Lot, and the vote shall not be fragmented but shall be exercised as the owners among themselves determine. In the event multiple Owners are unable to determine among themselves as to how the vote shall be exercised, and if more than one person casts differing votes for any one Lot, whether in person or by proxy, then the votes shall be disregarded and the presence of any of the Owners shall be disregarded in determining whether a quorum is present. In no event shall more than one Class A vote be cast with respect to any one Lot.

b. The Class B Member(s) of the Association shall be the Developer. The Class B Member(s) shall be entitled to three (3) votes for each Lot owned by the Developer except that the Class B Member(s) shall be entitled to only one (1) vote total when voting on matters relating to fees and assessments.

c. The Developer owning unplatted property subject to this Declaration will estimate the number of platted lots which could be obtained by the platting of the property. The Class B Member owning the unplatted property will be entitled to additional votes in the amount of three times the estimated number of platted lots. At such time as the unplatted areas of Cedar Lake Estates are platted, the Class B Member's votes will be adjusted to reflect the actual number of platted lots obtained from the previously unplatted area. The Developer shall be obligated to plat any unplatted areas of Cedar Lake Estates.

## **2. Surrender of Class B Memberships.**

a. The Class B memberships of the Developer shall terminate and be converted to Class A membership upon the happening of the first to occur of the following events:

- i. The sale of ninety percent (90%) of all the Single-Family Lots.
- ii. The Developer's determination to terminate its Class B membership, which determination may be made in the Developer's sole discretion.

From and after the happening of the first of these events, the Class B Member shall be deemed a Class A Member and shall receive one Class A vote for every three Class B votes outstanding at the time the Class B membership is terminated.

b. The Developer will convey its interest in whole or in part, in the Common Area or portions thereof to the Association at the earlier of (i) the time the Developer terminates its Class B membership, or (ii) when, in the sole discretion of the Developer, the Developer determines to convey the Common Area to the Association. The Common Area will, at the date of the conveyance, be in substantially the same condition as its condition as of the date of this Declaration, normal wear and tear excepted. As consideration for Developer's agreement to convey its interest in the Common Area to the Association, the Owners agree to (and hereby do, effective as of the date of this Declaration), fully and completely release Developer from any and all liability for matters relating to the construction of any improvements in Cedar Lake Estates. However, notwithstanding this release of liability, Developer will continue to be liable under any unexpired warranties given by Developer to an Owner.

## **3. Quorum, Proxies, Voting.**

a. Ten percent (10%) of the outstanding Class A memberships and all of the Class B memberships of the Association entitled to vote, represented in person or by proxy, shall constitute a quorum at any meeting of the Association. Any action to be taken by the Association, the Board of Directors, the Members or any other party which requires the approval of all or any part of the Members shall be valid only in the event approval is obtained at a meeting of the Association duly held, at which a quorum is present.

b. At all meetings of the Association, any Member entitled to vote may vote in person or by proxy executed by the Member in writing. Proxies shall be filed with the Secretary of the Association before or at the time of the meeting. No proxy shall be valid longer than twelve (12) months after it is signed. Every proxy shall be revocable at any time and shall automatically cease upon conveyance of the Member's Lot. No Class A Member may vote more than one additional vote by proxy. The Class B Member(s) may receive and vote any number of proxies for Class A memberships.

c. The Association shall hold meetings of all the Members not less frequently than once a year, which shall be the annual meeting held in accordance with the Bylaws of the Association.

4. **Articles of Incorporation and Bylaws.** Except as specifically set forth in this Declaration, all provisions applicable to notice, voting and quorum requirements for all actions to be taken by the Association shall be as set forth in its Articles of Incorporation and Bylaws. If any provisions set forth in this Declaration applicable to notice, voting, or quorum requirements are in conflict with any provision of Missouri law applicable to not-for-profit corporations on the date of this Declaration, or at any time after this date, the applicable provision of Missouri law shall control. The Board of Directors of the Association shall have the full power and authority to act for the Association except in the case of those specific matters reserved to the Members in this Declaration or in the Bylaws of the Association.

## ARTICLE III

### Common Area and Facilities

1. **Ownership.** The Common Area shall be owned by the Developer or the Association.
2. **Enjoyment.** Subject to this Article IV Section 3, each Owner shall have a right and easement of ingress to, egress from, and use and enjoyment of the Common Area, which shall be appurtenant to, inseparable from and shall pass with the title to each Lot. Each Owner may use the Common Area, subject to reasonable rules and regulations adopted by the Board of Directors, in accordance with the purpose for which the Common Area is intended, but without hindering or encroaching upon the lawful rights of other Owners.
3. **Regulations and Suspension of Rights.** The rights and easements of use and enjoyment created hereby shall be subject to the following:
  - a. The right of the Board of Directors to prescribe reasonable rules, regulations, and fees governing the use, operation and maintenance of the Common Area.
  - b. The right of the Board of Directors to suspend an Owner's voting rights and an Owner's right to use any recreational facilities located upon the Common Area for any period during which any assessment levied by the Association against the Owner remains delinquent and unpaid. The Board may also suspend an Owner's voting rights and



the right of an Owner to use recreational facilities located upon the Common Area for any infraction of the Association's rules and regulations, which suspension may remain in effect for no longer than the duration of the infraction plus an additional period commencing immediately thereafter not to exceed thirty (30) days.

c. The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility to provide necessary or desirable utilities, services or improvements.

d. The right of the Board of Directors to promulgate rules and regulations, including fines if necessary, for the ownership and behavior of pets.

4. **No Restrictions on Access to Lots.** The Board of Directors may not revoke, limit, restrict, or suspend in any way the right of any Owner to use and enjoy driveways, sidewalks and parking areas located upon the Common Area so as to interfere with access to and use of the Owner's Lot.

5. **Delegation of Use.** An Owner's family, Tenants, and social invitees shall have the right to use and enjoy the Common Area. These rights shall not be available or delegated to any party other than an owner and such Owner's family, Tenants and social invitees. The Association may adopt reasonable rules and regulations regarding such use.

6. **Designation of Common Area.** The Developer is hereby granted the unilateral right to declare any part of Cedar Lake Estates which the Developer owns as Common Area, so long as such action does not conflict with the terms of this Declaration, pursuant to a supplementary declaration filed in the office of the Recorder for Clay County, Missouri.

7. **Power of Board of Directors.** The Board of Directors shall have the power and authority to act for the Association unless the matter is specifically reserved to the Members under this Declaration or in the Bylaws,

## ARTICLE IV Assessments

### 1. Obligation.

a. Each Owner, by acceptance of the deed for the Owner's Lot, hereby covenants and agrees, and shall be deemed to covenant and agree, to pay to the Association, or its nominee, the following amounts, regardless of whether the deed does or does not specifically so provide:

i. Annual assessments; and



ii. Special assessments for capital improvements or such other purposes set forth herein, to be fixed, established and collected from time to time as hereinafter provided; and

iii. Specific assessments against an Owner's particular Lot which are established pursuant to the terms of this Declaration.

b. immediately upon transfer of record title to a Lot, the transferee of the Lot shall contribute to the capital of the Association an amount equal to one-sixth (1/6) of the amount of the annual assessment for that Lot. This contribution shall be in addition to the twelve monthly installments of the annual assessment. An Owner's obligation to pay the monthly installments shall commence on the date an Owner accepts the deed for an Owner's Lot.

**2. Purpose of Annual Assessment.** The annual assessment levied by the Association upon the Owners may be used for the general purposes of promoting the recreation, health, safety, welfare, common benefit and enjoyment of the Owners, including the maintenance of real or personal property. Without limiting the generality of the foregoing, annual assessment charges may be used for the following purposes:

a. Routine repair, maintenance and care of walks, driveways, all trees, shrubs, grass, berms, utility lines and conduits, outdoor lighting equipment, ponds, lakes, streams, waterfalls, and other watercourse related improvements located on the Common Area, all other parts of the Common Area, and all costs of repair, maintenance and care of the Common Area (except the Association shall not be responsible for any costs respecting any Lot owned by the Developer).

b. Ad valorem and other taxes on land and improvements owned by the Association, if any.

c. Management fees and other expenses (including necessary legal and accounting expenses) of the Association.

d. Contingency and other reasonable reserve funds as determined from time to time by the Board of Directors.

e. Insurance premiums for all insurance secured by the Board of Directors pursuant to this Declaration.

f. Costs of maintaining on-site security, if any, for Cedar Lake Estates, but not interior security for Residences.

g. The payment of such other fees and charges as may be elsewhere required or authorized by this Declaration or that the Board of Directors may from time to

time determine necessary or desirable to meet the purposes and obligations of the Association, as stated in its Articles of Incorporation, the By-laws, and in this Declaration.

**3. Annual Assessment; Limits Thereon.**

a. The Association shall be on a fiscal year commencing January 1 and ending December 31, unless changed by the Board of Directors. Prior to the beginning of each fiscal year, the Board of Directors shall prepare a budget for the ensuing twelve (12) months which shall contain the estimated costs of maintaining the Common Area and otherwise performing all of the obligations established under this Declaration.

b. On the basis of these budgets, the annual assessment for each Lot for the ensuing year shall be established by the Board of Directors and shall be equal for all Lots. Upon reasonable notice and at their sole cost and expense, First Mortgagees and Owners shall have the right to examine the Association's books, records, financial statements, copies of this Declaration, the Association's By-Laws and the Association's Articles of Incorporation at the Association's offices.

c. The annual assessment may be increased each year by the Board of Directors without a vote of the Members in the maximum amount of the sum of the annual increase in the Consumer Price Index for Urban Wage Earners and Clerical Workers, All Items (for the Kansas City metropolitan area), published by the United States Department of Labor, Bureau of Labor Statistics for the October preceding the effective date of the increase in the annual assessment, plus three percent (3%) of the annual assessment for the previous year. In the event the above-described index is discontinued, the Board of Directors may designate another index of a similar nature.

d. Any annual increase in the annual assessment for the Lots which is greater than the amount authorized in the above paragraph shall not be effective unless approved by (i) the Board of Directors, (ii) fifty-one percent (51%) of the votes of Class A Members who are Owners of Lots affected by the annual increase, and (iii) all Class B Member(s) for the Lots affected by the annual increase so long as such Member(s) exist(s), who are voting in person or by proxy at a meeting duly called for such purpose. Written notice setting forth the purpose, time and place of the meeting shall be sent to all applicable Members not less than thirty (30) days nor more than fifty (50) days in advance of the meeting.

e. The annual assessment shall remain constant throughout the fiscal year.

**4. Date of Commencement of Annual Assessments; Due Date.** Each Owner's annual assessment shall be payable without demand or set off, except as otherwise provided herein, to the Association in twelve (12) equal monthly installments, each of which shall be due on the first day of each calendar month. Owners shall become obligated to pay the annual assessment to the Association when the deed conveying fee simple title to the Lot has been issued and delivered.

Annual and special assessments may also be paid by, for and on behalf of Owners by their First Mortgagees under such terms and agreements as the Board of Directors may from time to time deem appropriate, but in no event shall the holder of a deed of trust encumbering a Lot be required to collect or pay any annual or special assessment.

## 5. Duties of the Board of Directors with Respect to Annual Assessments.

a. At least thirty (30) days in advance of each fiscal year, the Board of Directors shall, by resolution, determine the amount of the annual assessment applicable to each Lot in accordance with this Article V. Written notice of annual assessments shall be given to each Owner. Failure of the Association to give written notice of the annual assessment prior to the beginning of a fiscal year shall not invalidate the annual assessment levied thereafter, nor shall failure to levy any annual assessment for any one fiscal year affect the right of the Board of Directors to do so for any subsequent fiscal year.

b. Any Owner who becomes subject to an annual assessment after the commencement of a fiscal year by acquiring a Lot shall make payment of the annual assessment on a pro rata basis commencing on the date the deed to the Lot is issued and delivered.

c. The Board of Directors shall, upon demand at any time, furnish to any Owner a certificate in writing, and in recordable form, signed by the president or secretary of the Association, setting forth whether all fees or charges have been paid to date. A reasonable charge may be made by the Board of Directors for issuing such a certificate. The certificate may be recorded in the office of the Recorder for Clay County, Missouri, and upon recording shall constitute conclusive evidence of the status of payment of any annual or special assessment for the period stated in the certificate.

6. **Special Assessments.** In addition to the annual assessment authorized above, the Board of Directors may, with the prior approval of the Class B Member(s), so long as such Member(s) exist(s), levy in any year a special assessment applicable to that year only, for the purpose of defraying in whole or in part any prior year's budget deficit or the cost of any construction, reconstruction, repairs or replacement of capital improvements, including any fixtures or personal property related thereto, to be completed by the Association pursuant to the terms hereof. The Board of Directors must assess special assessments in the same proportion as ordinary annual assessments. After the termination of all the memberships of the Class B Member(s), special assessments shall require an affirmative vote of fifty-one percent (51%) of the votes cast by Class A Members of the Association who are owners of Lots affected by the special assessment and who are voting in person or by proxy at a special meeting duly called for the purpose of considering such special assessment. Notice of any such A special meeting shall be given to each Member not less than thirty (30) days and not more than fifty (50) days prior to the date of such meeting and shall set forth the time, purpose and place of such meeting. The special assessment shall be due and payable at the time and in the manner determined at the meeting.

**7. Effect of Nonpayment of Assessments; Lien; Remedies; Maintenance and Enforcement of Lien by Association.**

a. If any assessment or any part thereof is not paid when due, the unpaid amount of the assessment shall be deemed delinquent and shall thereupon be a lien which will encumber the Lot of the nonpaying Owner. The lien shall take priority as of the date this Declaration is recorded and will be superior to the lien of any deed of trust or other lien hereafter placed on said Lot. The lien, however, is hereby subordinated to and shall be inferior to (i) the lien of any valid first deed of trust now existing or which may hereafter encumber the Lot, and (ii) real estate tax liens in favor of any assessing unit or special district which encumber the Lot. If any Owner fails to pay any assessment when due, the assessment will be delinquent and payment of principal, late charges, interest, costs of suit and reasonable attorneys' fees, to the extent permitted by law, may be enforced as a lien on the Lot against which the assessment is levied in proceedings in any court in Clay County, Missouri, having jurisdiction of suits for the enforcement of liens. Additionally, the Association may proceed against any Owner or Owners who fail to pay any assessment when due and shall be entitled to seek all remedies available at law and in equity.

b. The Association will bring suits to enforce liens or otherwise collect unpaid assessments. The Association may, at its discretion, file certificates of nonpayment of assessments in the office of the Recorder of Clay County, Missouri, whenever any assessments are delinquent. For each certificate so filed, the Association will be entitled to collect from the Owner or Owners of the Lot(s) described therein a fee as established from time to time by the Association, which fee shall be secured by the lien. The fee will be collectible in the same manner as the original assessment and the principal, late charges, interest, costs of suit and reasonable attorneys' fees due on the assessment.

c. The lien against any Lot shall continue for a period of two (2) years from the date of delinquency and no longer unless an action as described above has been filed. In the event an action is filed within two (2) years after the date of delinquency, the lien shall continue until termination of the action, payment of the lien or until sale of the Lot under the execution or judgment establishing the same.

d. In no event shall the failure to pay any assessment constitute a default under a deed of trust encumbering a Lot, unless specifically set forth in the deed of trust. No Owner may waive, have waived, or otherwise escape liability for the assessments provided herein by non-use of any Common Area or by abandonment of the Owner's Lot. The Association may terminate or suspend any services provided to an Owner or the Owner's Lot or Residence if and so long as the owner fails to pay any assessment, and all Owners hereby waive and release the Association from all liability to provide services in such an event, and also waive and release the Association from all consequential or incidental damages resulting from the cessation of such services.

e. All payments received on delinquent assessments shall be applied first to costs, then to late charges, if any, then to interest, if any, then to delinquent assessments,

then to any unpaid installments of assessments in the order of their coming due, whether or not such installments are the subject matter of any actions to enforce a lien.

8. **Subordination of Lien to First Deeds of Trust.** The lien on each Lot for payment of the annual and special assessments shall be subordinate and inferior to the lien of any valid first deed of trust now or hereafter placed upon any Lot. Any sale of a Lot pursuant to a decree of foreclosure of any first deed of trust or a deed in lieu of foreclosure of any first deed of trust shall not relieve the Lot or the new Owner thereof from liability for the amount of any assessments thereafter becoming due, nor from the lien of any subsequent assessment. Any First Mortgagee who acquires title to any Lot pursuant to foreclosure of its first deed of trust or deed in lieu of foreclosure of its first deed of trust, shall take title free of any claims for unpaid assessments against the Lot which accrued prior to the date title is acquired by the First Mortgagee.

9. **Notice.** A First Mortgagee who requests notification and who provides the Association with its mailing address will be given written notice by the Association if the Owner of a Lot encumbered by a lien in favor of the First Mortgagee is in default of either the payment of any assessments, annual or special, imposed by the Association, or any other obligation imposed by the Association, or any other default which is not cured by the Owner within thirty (30) days. Failure of the Association to give such notice shall not relieve the Owner of liability for any unpaid assessments or other obligations.

10. **Exempt Property.** Any portion of Cedar Lake Estates dedicated to and accepted by any municipality or public utility for public use and purposes and, except as otherwise expressly provided in this Declaration, all portions of Cedar Lake Estates owned by the Developer, are wholly exempt from the assessments and liens created hereby.

11. **Specific Assessments.** The Board of Directors shall have the right and power, but not the obligation, to levy specific assessments against individual Lots for the purpose of paying for any costs incurred by the Association as a result of the breach of the terms of this Declaration by an Owner or the Owner's agents, family members, guests, tenants, invitees or contractors or as a result of the negligence or willful misconduct of the Owner or the Owner's agents, family, guests, tenants, invitees or contractors or for such other purposes as are set forth in this Declaration. Any specific assessments shall be due and payable in accordance with such terms as may be established by the Board of Directors or this Declaration and shall be secured by the lien and enforceable by the Association as otherwise set forth herein.

12. **Easements.** Any foreclosure of the lien securing an assessment shall not terminate any easement granted by the Developer, whether pursuant to this Declaration or otherwise and all assessments shall be inferior and subordinate to such easements.

## ARTICLE V Insurance and Condemnation

1. **Insurance.** The Board of Directors shall obtain and maintain, if available, the following insurance:



a. Casualty insurance naming the Association as insured for the benefit of the Owners in an amount equal to the full replacement value (i.e., one hundred percent (100%) of "replacement cost" exclusive of land, foundation and excavation), of the improvements located upon the Common Area with an "agreed amount" endorsement (as determined annually by the Board of Directors with the assistance of the insurance company affording such coverage), the coverage to afford protection against at least the following:

i. Loss or damage by fire or other hazards covered by the standard extended coverage endorsement.

ii. Such other risks as are customarily covered with respect to property similar in construction, location and use, including but not limited to, cost of demolition, vandalism, malicious mischief, windstorm, water damage, machinery explosion or damage, and other insurance as the Board of Directors may from time to time determine.

b. Public liability insurance, in amounts and in forms as may be considered appropriate by the Board of Directors, including but not limited to, water damage, legal liability, hired automobile, non-owned automobile, liability for property of others, and any and all other liability incident to the use of the Common Area. The policy shall contain a "severability of interest" endorsement which shall preclude the insurer from denying the claim of an Owner because of the negligent acts of the Association or Owner.

c. Worker's compensation insurance to the extent necessary to comply with any applicable law.

d. Fidelity insurance against dishonest acts on the part of directors, managers, trustees, employees or volunteers of the Association responsible for handling funds collected and held for the benefit of the Owners, naming the Association as insured, in an amount equal to no less than one and one-half (1-1/2) times the Association's estimated annual operating expenses and reserves. Such insurance shall have a deductible in an amount to be approved by the Board of Directors.

e. A directors' and officers' liability insurance policy covering members of the Board of Directors. If at any time the members of the Board of Directors are protected from ordinary negligence liability by an applicable law then the Board of Directors may at its option obtain in the place of an officers' and directors' liability insurance policy a "Legal Expense Indemnity Endorsement," or its equivalent, affording protection for the officers and directors of the Association for expenses and fees incurred by any of them in defending any suit or settling any claim, judgment or cause of action to which any such officer or director is made a party by reason of the officer's or director's services.

2. **Insurance Proceeds Relating to Common Area.** If any portion of the Common Area is destroyed or damaged by casualty, or if any insurance proceeds become payable to the

Association because of liability claims made against the Association with respect to the Common Area, or if the Association receives any other insurance proceeds of any kind or nature relating to occurrences on or claims with respect to the Common Area, then the following shall govern:

a. The Board of Directors shall apply the proceeds in the best manner it sees fit to rebuild, reconstruct, repair or otherwise cure the damage, destruction or defect which led to the receipt of the insurance proceeds. If the cost of such rebuilding, reconstruction, repair or cure exceeds the amount of insurance proceeds received, the Board of Directors shall have the right (but not the obligation) to levy a special assessment on the Lots, such assessment to be equal for each Lot.

b. If the proceeds are received because of a liability claim against the Association or members of the Board of Directors thereof, or the individual members therein, the Board of Directors shall use the insurance proceeds to pay or settle the claim, in such manner as the Board of Directors may determine, and to pay all costs (including attorneys' fees and expenses, expert witness fees, and other legal costs) incurred by reason of the claim. If the cost of such items exceeds the amount of insurance proceeds received, the Board of Directors shall have the right (but not the obligation) to levy a special assessment on the Lots, such assessment to be equal for each Lot.

c. If the proceeds are received for any other reason, the Board of Directors shall apply the same in payment of the costs incurred by the incident giving rise to receipt of the proceeds, and if the insurance proceeds are insufficient for such purpose the Board of Directors shall have the right to levy a special assessment in the same manner as is provided in subsections (a) and (b) above.

d. Nothing herein shall be deemed to prevent the Board of Directors from levying a special assessment against the Lot of an individual Owner to pay all or any portion of the costs or expense incurred by the Association, if the event or occurrence is deemed by the Board of Directors to be the fault of any individual Owner.

3. **Condemnation Proceeds.** In the event any part of the Common Area is condemned by the power of eminent domain or is conveyed in lieu of condemnation, the award or payment received by the Association in connection with the condemnation or conveyance shall be applied by the Board of Directors to repair, replace or restore the remaining portion of the Common Area, to the extent deemed necessary or desirable, so as to preserve the remaining portion of the Common Area in a manner most suitable to the use and enjoyment of the Owners. If the cost of such repair, replacement or restoration exceeds the amount of condemnation proceeds or payments received, the Board of Directors shall have the right (but not the obligation) to levy a special assessment on the Lots, such assessment to be equal for each Lot. If the cost of such repair, replacement or restoration is less than the amount of condemnation proceeds or payments received, the balance shall be applied as a credit to the general fund of the Association.

## ARTICLE VI Management, Maintenance and Repairs

1. **Manager or Managing Agent.** The management, repair, improvement, and alteration of (a) all improvements constructed upon the Common Areas and (b) all other property set forth herein as the responsibility of the Association, shall be the responsibility of the Board of Directors. The Board of Directors may delegate all or any portion of its authority to a manager or managing agent. The delegation shall be evidenced by a management contract which shall not exceed three (3) years in duration and which shall set forth such duties and responsibilities as the Board of Directors may from time to time determine. Generally, the Board of Directors shall have the power and authority to act for the Association unless the matter is specifically reserved to the Members in this Declaration or in the Bylaws.

2. **The Association's Responsibility.**

a. The Association shall provide, from the proceeds of assessments received pursuant to Article V of this Declaration, routine repair, maintenance and care for all of the following located on the Common Area: driveways, buildings, walks, ponds, lakes, streams, waterfalls, other watercourse related improvements and other improvements and other recreational amenities, including fences and entranceways, and all trees, shrubs, grass and berms within the Common Area. The Association shall replace any tree or shrub within the Common Area if and when the need arises.

b. With respect to all Lots, the frequency of and the materials to be used in the performance of all routine repair, maintenance and care shall be in the sole discretion of the Board of Directors and shall not be subject to the control of any Owner. Such materials shall in all cases be of a quality which is equal to or greater than the quality of the original materials used. In the event that the need for maintenance, care, repair, replacement, or extraordinary services to any Lot is caused by Owner modifications to the original design of a Lot, the addition of improvements by the Owner, or through the willful or negligent act of any owner or the Owner's agents, family, guests, tenants, invitees or contractors, the cost of such maintenance, care, repair, replacement, or extraordinary services not covered by insurance shall be added to and become a specific assessment on the applicable Lot, in addition to the annual assessment to which the Lot is subject. The specific assessment must be paid by or on behalf of said Owner within thirty (30) days after written demand from the Board of Directors or the Association manager, and shall be secured by a lien and may be enforced as in the case of all other assessments.

c. The Association may, but is not obligated to, provide additional services to Owners. The decision as to whether to provide any such service(s) shall be in the sole discretion of the Board of Directors and such service(s) may be terminated or modified at any time by the Board of Directors without the approval of the Class A Members.



d. The Association may elect to enter into a contract or contracts with a trash removal company whereby each Owner is charged for the Owner's reasonable share of the cost of trash removal, as determined in the discretion of the Board of Directors. For the purpose of entering into and administering such contracts, the association is irrevocably appointed as attorney-in-fact for each Owner, which appointment shall be deemed a power coupled with an interest and shall be irrevocable without the consent of the Association. If any Owner fails to pay its share of the cost of the trash removal, the Association may terminate trash removal service to the Owner's Lot or otherwise assess the cost thereof against such Owner's Lot as a specific assessment.

3. **The Owners' Responsibility.** Each Owner shall maintain, repair and replace at the Owner's expense all portions of the Owner's Lot and Residence which are not a Common Area, including but not limited to all exterior doors, including garage doors; all glass surfaces of any kind; driveways and paved surfaces to the extent not maintained by the Association under Section 2(a) of this Article VII above; all appliances, heating, plumbing, electrical, air conditioning, air conditioning compressor and related facilities, fixtures, or installations; any portion of any utility services (including meters) located within the interior of the Owner's Residence; and all interior improvements and fixtures which are appurtenant to each Residence. Each Owner will bear responsibility for all breakage, damage, malfunction, painting, repair and maintenance of such items. Each Owner shall also maintain and keep in repair all fixtures and equipment installed within a Residence, commencing at a point where the utility lines, pipes, wires, conduit or systems enter the exterior of the Residence. In addition, the Owners of Single-Family Lots shall maintain, repair and replace, at their expense, all portions of the exteriors of their Residences. The Owners of Single-Family Lots shall maintain and repair, at their expense, the grass, trees and shrubs located on their Single-Family Lots, whether the same are planted by the Developer, the Owner or a predecessor Owner.

4. **The Developer's Responsibility.** The Developer shall, at its own expense, maintain and care for all of those portions of Cedar Lake Estates owned by the Developer in full compliance with all statutes, laws, city ordinances and governmental regulations.

## ARTICLE VII

### Construction, Improvements, Alterations and Easements

1. **Land Use.** None of said Lots may be improved, used or occupied for other than private residence purposes (except for model homes used by the Developer) and no flat or apartment house, although intended for residential purposes, may be erected thereon. Any Residence erected or maintained on any of said Lots shall be designed and used for occupancy by a single family. No modular, prefabricated, log cabins or trailer houses may be erected or placed thereon.

2. **Minimum Size Requirements.** All Single-Family Residences constructed subsequent to the effective date hereof shall have a total enclosed floor area of not less than 1,700 square feet. The words "enclosed floor area" as used herein shall mean and include areas of the residence enclosed and finished for all year occupancy, computed on outside measurements of the Residence, and shall not mean or include patio areas, basements, garages, carports, porches or attics.

3. **Height Limitations.** Any Residence erected on any of said Lots shall not be more than two (2) story in height above ground, provided, that a Residence more than two (2) stories in height may be erected on any of said Lots with the written consent of the Architectural Design Committee.

4. **Building Lines.** No Residence on any other improvement located on any Lot shall be nearer to the front street or the side street than any building set back line shown on the recorded plat without prior written consent of the Architectural Design Committee.

5. **Uncompleted Structures.** No Residence shall be permitted to stand with its exterior in an unfinished condition for longer than five (5) months after commencement of construction. In the event of fire, windstorm, or other damage, no building shall be permitted to remain in a damaged condition longer than one (1) month. No Residence shall be occupied until the exterior shall have been completed or other arrangements for completion shall have been approved by the Association. No Residence shall be occupied until at least five (5) shrubs are planted in the front of the Lot.

6. **Garages.** Each Residence shall have an attached or basement private garage for not less than two cars. The driveway on each Lot shall contain sufficient concrete paved area for the off street parking of at least two cars. All garages facing any street must be equipped with doors which shall be kept closed as much as practicable to preserve the appearance of the elevation of the house fronting on the street.

7. **Lot Area and Width.** No residential structure shall be erected on any building plot, which plot has a minimum lot width and size less than that shown on the recorded plat. No Lot shall be subdivided without prior written consent of the Architectural Design Committee.

8. **Easements.** Easements for installation and maintenance of utilities and drainage facilities are reserved by the Developer and granted to the Association as shown on the recorded plat of Cedar Lake Estates. Such easements shall include the right of ingress and egress for construction and maintenance purposes. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements on it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

9. **New Construction.** All Residences and other buildings permitted hereby on Residential Lots shall be initially new construction. No pre-constructed structures shall be moved onto any such Lots. All construction must begin no later than two (2) years after closing on sale of such Lots. Each Lot shall be regularly maintained, mowed and trimmed to maintain an attractive and safe appearance of any Lot awaiting construction.

10. **Improvements and Alterations.** No Owner may paint or otherwise decorate or change the appearance of the exterior portion of the Residence or other improvements constructed

on such Owner's Lot without the prior written consent of the Architectural Design Committee. Except for purposes of maintenance and repairs as provided in this Declaration, and except for basketball goals (which are hereby permitted), no building, fence, wall, sports equipment, machinery, or other improvements or structures shall be erected, placed, moved, or maintained on a Lot, nor shall any exterior addition, change of (including any change in color), or alteration thereto be made until the complete plans and specifications showing the precise and exact nature, kind, shape, height, setback, materials, color and location of such improvements have been submitted to and approved in writing by the Architectural Design Committee. In no event, however, shall the Committee (or, in the event of an appeal, the membership of the Association) have the right to deviate from the letter or spirit of this Declaration or approve any plans, specifications, improvements, alterations or other matters if such items are not consistent with the high quality of the construction and appearance of homes in Cedar Lake Estates.

## ARTICLE VIII Use Restrictions

1. **Uses Permitted in Residences.** The improvements constructed on each Lot shall be used solely for a private residence of no more than one (1) family unit. No professional, business or commercial use shall be made of any improvements, except that part of the improvements on a Lot may be used as an office by the Owner thereof to the extent permitted by applicable laws and with the prior written consent of the Board of Directors, in conjunction with the use of the improvements as a one-family residence and purely as an ancillary use, with no regular customers or inviting of customers to such improvements, or signs or advertising of any type on or off the Lot. Except for short term leases by the Developer prior to a sale of a Residence, no Residence may be rented or leased for a period of less than thirty (30) days nor more than one (1) year without the prior approval of the Board which may, in its sole discretion and without cause, withhold such approval. Moreover, the leasing or rental of a Residence for residential purposes shall be considered to be a violation of this covenant unless made in accordance with rules and regulations promulgated by the Board of Directors with respect to leases and rentals, which may contain a requirement that an Owner obtain the written approval of the Board prior to attempting to rent or lease such Owner's Residence. The Board of Directors shall have the authority to promulgate additional rules and regulations governing the leasing and rental of Residences and the use and occupancy thereof by tenants as the Board of Directors, in its sole discretion, deems necessary or desirable.

2. **Temporary Structures.** No structures of a temporary character, trailer, basement, tent, shack, garage, barn or other out building shall be erected, used or maintained on any Lot or Common Area at any time without the written consent of the Architectural Design Committee.

3. **Signs.** No signs of any kind shall be displayed to the public view on any Lot. A sign of not more than thirty-two square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period is permitted.

4. **Unightly or Unkempt Conditions.** It shall be the responsibility of each Owner to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition on the Owner's Lot. No Lot shall be used, in whole or in part, for the storage of any property or thing that will cause

the Lot to appear to be in an unclean or untidy condition or that will be obnoxious to the eye. No substance, thing, or material shall be kept on any Lot that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of surrounding property. No noxious or offensive activity shall be permitted on any Lot or in any Residence, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to any person using surrounding property. There shall not be maintained any plants or animals or device or thing of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of Cedar Lake Estates. All woodpiles shall be neatly stacked and shall be located in the back yard of a residence only. No woodpiles may be maintained upon any Lot in the front or rear of a residence. No outdoor clothes dryers or lines, billboards, radio or television transmitting or receiving antennas, satellite dishes or towers, exterior lighting, awnings, canopies, shutters, unsightly objects or nuisances shall be erected, affixed to, installed, placed or permitted on any Lot or upon any exterior wall, window or roof of any Residence or other improvements constructed on any Lot without the prior written consent of the Architectural Design Committee. No Owner shall permit his or her Lot or Residence to become infested with wood boring or other insects or vermin.

5. **Storage.** No exterior storage of any type shall be allowed at any time on any Lot and nothing shall be stored in such-a manner as to be exposed to public view, except with the prior written consent of the Architectural Design Committee. No liquid fuel storage tank with a capacity in excess of one hundred twenty five (125) gallons may be maintained upon any Lot and shall be kept upon the side or rear yard of a residence and shall at all times be screened from general view. Storage within a garage shall not be so great as to cause the Owner to not use the Owner's garage for the purpose of parking the Owner's vehicle.

6. **Adverse Acts.** An Owner of a Lot shall do no act nor any work that will impair the structural soundness or integrity of such Owner's or another Residence or impair any easement or hereditament nor do any act nor allow any condition to exist which will adversely affect the other Lots and Residences or their Owners.

7. **Sound Devices.** No speaker, horn, whistle, siren, bell or other sound device shall be located, installed or maintained upon any Lot except for security purposes. All security devices shall be installed and maintained in accordance with all applicable laws, ordinances and regulations of the City of Smithville. The Board of Directors may promulgate reasonable rules and regulations regarding any such devices provided, however, that no Owner shall be forced to provide a security access code to the Association.

8. **Power Lines.** No power, cable television, telephone distribution, or service connection lines or equipment may be erected or maintained above the surface of the ground on any Lot without the prior written consent of the Architectural Design Committee.

9. **Swimming Pools.** No swimming pool or appurtenances may be built, constructed, or erected without the prior written consent of the Architectural Design Committee. Any pool permitted and allowed shall be properly maintained at all times and shall have a fence, approved by



Architectural Design Committee, which shall completely surround the pool. When inoperable, swimming pools must be covered with flat storage covers to protect the pools from leaves, debris, and animals. No pool enclosures, air structures or air covers shall be allowed at any time. No appurtenant structures shall be allowed without the prior written consent of the Architectural Design Committee. The foregoing provisions shall not apply to the pool facility owned by the Association.

10. **Livestock.** No animals, livestock or poultry of any kind shall be raised, bred, or kept on any Lot, except that dogs, cats or other household pets may be kept, provided, they are not kept, bred or maintained for any commercial purpose. No kennels or dog houses shall be allowed upon any Lot.

11. **Garbage and Refuse.** No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be kept in sanitary containers, in a clean and sanitary condition and housed and screened so as not to be seen from neighboring Lots and streets (except on collection days).

12. **Parking of Motor Vehicles, Boats and Trailers.** No trucks or commercial vehicles, boat trailers, trailers of any other description, camper or camping units shall be permitted to be parked or to be stored on any Lot unless they are parked or stored in an enclosed garage or in such other enclosure approved by the Architectural Design Committee, except only during period of approved construction on the Lot. This prohibition of parking shall not apply to temporary parking of trucks and commercial vehicles, such as for pickup, delivery and other commercial services. No repairs shall be made on any vehicle, boat or trailer in the driveway or street.

13. **Antennas and Towers.** No antenna or tower for the purpose of radio or television operation, no solar panel, no windmills or satellite television dish shall be erected upon any Lot (except 18 inch, or smaller, roof mounted, television satellite dish mounted on the rear of the Residence).

14. **Utilities.** Water, gas, lights, telephone and other utilities shall be located underground on each residential Lot. No propane tanks are allowed.

15. **Construction Requirements.** All gutters must be color coordinated to the home. All paint and color schemes must be approved by the Developer or the Architectural Design Committee.

16. **Fences.** No front yards are to be fenced. Rear and side fences are to be of wood or chain link construction and must be approved by the Developer or the Architectural Design Committee. No clothes lines will be allowed on any portion of the Lot.

17. **Additional Structures.** No out-buildings are allowed. No additional structures will be permitted. "Out-building" as used in this Section shall mean an enclosed or covered structure not directly attached to the residence to which it is appurtenant.

18. **Sidewalks.** Each Residence shall maintain a paved concrete sidewalk along the street side of the Lot. The sidewalk will be of uniform size with the balance of the sidewalks in the development.

19. **Architectural Design Committee.** The Architectural Design Committee (hereinafter sometimes referred to as the "Committee"), shall exist exclusively of the Developer until such time as Developer is no longer a Class B member at which time, the Architectural Design Committee, as appointed by the Board of Directors, shall be composed of three (3) or more natural persons selected by the Board, who shall serve at the pleasure of the Board. In the event the Board of Directors fails to appoint the Committee, then the Board shall constitute the Committee. The affirmative vote of a majority of the members of the Committee shall be required to adopt or promulgate any rule or regulation or to make any finding, determination, ruling or order, or to issue any permit, consent, authorization, approval or the like pursuant to the authority contained in this Declaration. Decisions of the Committee shall be subject to appeal as provided in subsection (g) below.

a. Upon approval by the Architectural Design Committee of any plans and specifications submitted to it, and upon approval by the applicable governmental agency authorized to issue building permits, a copy of the plans and specifications and a copy of all building permits as approved shall be placed in the permanent records of the Association. A copy of the plans, specifications and building permits shall be returned to the applicant. In the event the Committee fails to approve or disapprove any plans and specifications submitted to it, within sixty (60) days after the plans and specifications (and all other material and information required by the Committee) have been submitted to it, the plans and specifications shall be deemed to be approved and the applicant shall be deemed to have fully complied with this Article.

b. An Owner shall commence construction or alterations in accordance with plans and specifications approved by the Architectural Design Committee within three (3) months following the date upon which the same are approved. In the event construction is not commenced within that time period, then approval of the plans and specifications by the Committee shall be conclusively deemed to have lapsed, and compliance with this Section shall again be required. No Owner shall deviate from plan's and specifications approved by the Committee without the Committee's prior written consent. Approval for use on any Lot of any particular plans and specifications or design shall not be construed as a waiver of the Committee's right to disapprove the same or similar plans and specifications or any elements or features thereof with respect to other Lots.

c. When an Owner completes any construction or alteration in accordance with plans and specifications approved by the Architectural Design Committee, the Committee shall, at the request of the Owner, issue a certificate of compliance which shall be prima facie evidence that construction or alteration was approved by the Committee and is in full compliance with the provisions of this Article and with such other provisions and requirements of this Declaration as may be applicable.

d. The Architectural Design Committee may from time to time adopt and promulgate rules and regulations regarding the form and content of plans and specifications to be submitted for approval, and may publish such statements of policy, standards, and guidelines, and may establish such criteria relative to architectural styles or details, or other matters, as it may consider necessary or appropriate. Any such rules and regulations shall be consistent with and shall be adopted with the intention and purpose of continuing and furthering the high quality of construction and appearance of homes in Cedar Lake Estates. No rules, regulations, statements, criteria or the like shall be construed as a waiver of the provisions of this Article or any other provision or requirement of this Declaration. The Committee may charge and collect a reasonable fee for examining any plans and specifications submitted for approval pursuant to this Article. The decisions of the Committee shall be final, but any Owner aggrieved by any action or forbearance from action by the Committee may appeal the Committee's decision to the Board of Directors, and shall be entitled to a hearing before the Board. The vote of a majority of the directors of the Board shall be required to reverse or otherwise modify any decision of the Committee.

e. In the event any building, fence, wall, sports equipment or other improvements or structure is commenced, erected, placed, moved or maintained upon any Lot other than in accordance with this Section, then the same shall be in violation of this Section and upon written notice from the Board of Directors or the Committee the same shall be promptly removed. In the event the same is not removed or the violation is not otherwise terminated within thirty (30) days after notice to the Owner, the Association shall have the right, through its agents and employees, to take such legal action as may be necessary to force the removal or termination of the violation. The costs of the action (including any and all legal and court costs incurred by the Association) may be assessed against the Lot upon which such violation occurred as a specific assessment. Upon such an assessment, a statement for the amount thereof shall be sent to the Owner and the assessment shall become due and payable immediately. The assessment shall be a continuing lien upon the Lot and shall be a binding personal obligation of the Owner, in all respects and subject to the same provisions and limitations as provided in Article V of this Declaration. The Association shall have the further right, through its agents, employees or committees, to enter upon and inspect any Lot at any reasonable time for the purpose of ascertaining whether any violation of this Article or any of the other provisions or requirements of this Declaration exists. Neither the Association nor any agent, employee or committee shall be deemed to have committed a trespass or other wrongful act by reason of the entry or inspection.

f. This Section may not be amended without the prior written consent of the Developer so long as the Developer owns any real property within Cedar Lake Estates.

g. Any Owner who feels that a decision of the Architectural Design Committee is unfair or improper may appeal the decision to the entire membership of the Association in accordance with the following procedure:

i. The Owner shall, within twenty (20) days of receiving notice of the Committee's decision, submit a written petition to the Committee signed by the lesser of (a) ten other Owners or (b) ten percent (10%) of the Owners.

ii. Within ten (10) days after its receipt of the written petition the Committee shall distribute to all Owners, either by mail or by personal delivery, or a combination of the two, a notice of the appeal which shall contain (a) a copy of the aggrieved Owner's original request (except that any documents appended to the request, such as construction plans, which are cumbersome to copy and distribute may be made available at the office of the Association during ordinary business hours for inspection by any interested Owner), (b) a copy of the Committee's decision respecting the request, (c) a copy of the petition requesting the appeal, and (d) a request from the Committee that each Owner submit to the Committee in writing, within ten (10) days after the date of the notice, a vote on whether to uphold or reverse the decision of the Committee.

iii. After expiration of the ten-day voting period the Committee shall tabulate the ballots submitted by the Owners. If more than sixty-six percent (66%) of all Owners vote to reverse the decision of the Committee, the decision of the Committee shall be reversed. If less than sixty-six percent (66%) of the Owners vote to reverse the decision of the Committee, then the decision of the Committee shall stand. In no event, however, shall a decision of the Committee be reversed if to do so would be contrary to the specific language of this Declaration.

**20. Right of Entry.** The Developer and the Association shall have the right to enter upon any Owner's Lot for the purpose of curing any violation of this Declaration or any rule or regulation of the Association, but the Association shall first provide to the Owner notice of the violation and a reasonable opportunity to cure the same. All costs and expenses incurred by the Association in connection with acts taken to cure any violation shall be charged to the Owner as a specific assessment under the provisions of Section 12 of Article V.

**21. Insurance Risks.** Nothing shall be done or kept in Cedar Lake Estates which will increase the rate of insurance payable by the Association or individual Owners without the prior written consent of the Board of Directors. No Owner shall permit anything to be done or kept on the Owner's Lot, in the Owner's Residence or the Common Area which will result in the cancellation of insurance on any Lot, Residence or any of the Common Area, or which would be in violation of any law.

**22. Exception From Use Restrictions.** The foregoing covenants of this Declaration shall not apply to the activities of the Developer or Association. The Developer may maintain, while selling Lots, such facilities as Developer in its sole discretion may deem necessary or convenient, including, but without limitation, offices, storage areas, model residences and signs. The activities of Developer shall, however, be subject to good and sound business judgment and shall be undertaken in such a manner as not to cause damage to or impair the Owners' quiet and peaceful



enjoyment of the Cedar Lake Estates community or impair or diminish property values in the Cedar Lake Estates neighborhood.

23. **Association's Standards.** The Association, acting through its Board of Directors, shall have authority to make and enforce standards and use restrictions applicable to Cedar Lake Estates in addition to those contained herein, and to impose reasonable user fees for facilities including but not limited to vehicle storage areas, swimming pools, tennis courts, community center and parking facilities, if any.

24. **Occupants.** All provisions of this Declaration and of any rules and regulations or use restrictions promulgated pursuant thereto which govern the conduct of Owners and which provide for sanctions against Owners shall also apply to all Tenants or other occupants of any Residences constructed on any Lot.

## ARTICLE IX Enforcement

Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants. Any such action may be initiated by the Developer, the Association or any Owner. Failure of the Developer, the Association or 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. No rights created herein shall, by implication or otherwise, be deemed to supersede or avoid the necessity to comply with governmental regulations, statutes and ordinances or other legal obligations.

## ARTICLE X General Provisions

1. **Duration and Amendment.** The covenants, conditions and restrictions of this Declaration shall run with and bind Cedar Lake Estates, including any of the real property which becomes subject to this Declaration pursuant to the provisions hereof, and shall inure to the benefit of and be enforceable by the Association, or any Owner, for a term of thirty (30) years after the date this Declaration is recorded, after which time these covenants, conditions and restrictions shall be automatically extended for successive periods of fifteen (15) years. Except as provided in Section 2 of this Article below, the covenants and restrictions of this Declaration may only be amended, modified, changed or abolished by Owners representing sixty-seven percent (67%) of the votes held by Class A Members and all Class B Members having signed and recorded an instrument abolishing or changing the covenants, conditions and restrictions in whole or in part. No such instrument shall be effective, however, unless made and recorded six (6) months in advance of its effective date, and no change shall be effective on less than thirty (30) days' prior notice to the Owners.

2. **Amendment by Declarants.** So long as the Developer is a Class B Member of the Association, the Developer shall have the right, but not the obligation, to amend or modify the covenants, conditions and restrictions of this Declaration without providing notice to or obtaining

the consent of any Class A Members of the Association to the extent the Developer, in its sole discretion, may deem necessary to promote and improve Cedar Lake Estates. The Developer shall send a copy of any amendment to all of the Owners promptly after the same is adopted.

3. **Failure of First Mortgagee to Respond.** Any First Mortgagee who receives a written request from the Board to respond to or consent to any action shall be deemed to have approved the action if the Association does not receive a written response from such First Mortgagee within thirty (30) days of the date of the First Mortgagee's receipt of the Association's request, provided that the request was sent pursuant to Section 8 of this Article X.

4. **Compliance by First Mortgagees.** First Mortgagees may, jointly or singularly, pay overdue premiums on hazard insurance policies acquired by the Association, or secure new hazard insurance coverage on the lapse of a policy acquired by the Association covering any Common Area, and the Association shall owe immediate reimbursement to any First Mortgagees making such payments.

5. **Grammar.** The singular wherever used herein shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or individuals, men or women, shall in all cases be assumed as though in each case fully expressed.

6. **Severability.** Invalidation of any one of these covenants, conditions or restrictions by judgment or court order shall not affect in any way, the other provisions contained herein, which shall remain in full force and effect.

7. **Notices.** All notices required to be given hereunder shall be sent by U.S. mail, addressed to the Association at the address of its registered agent or such other address as may be filed of record by the Association in the Office of the Recorder for Clay County, Missouri; addressed to an Owner at the street address assigned to such Owner's Residence or, if a Residence has not been constructed on an Owner's Lot, at the current address of such Owner as shown on the tax rolls of Clay County, Missouri, for the Owner's Lot; addressed to the Developer at P.O. Box 642, Smithville, Missouri, 64089; and addressed to any First Mortgagee at the last address for such First Mortgagee contained in the files of the Association. Any notice may be delivered by any other means if actually received by the intended recipient.

8. **Captions.** Captions provided herein for Articles or Sections are inserted only for convenience and are not to be construed as defining, limiting, extending, or otherwise modifying or adding to the particular Article or Section to which they refer.

9. **Construction and Sale Efforts.** Notwithstanding any provisions contained in this Declaration to the contrary, so long as the sale of Lots by the Developer within Cedar Lake Estates shall continue, the Developer (is) expressly permitted to maintain and carry on such facilities and activities upon portions of Cedar Lake Estates as, in the sole opinion of the Developer, may be reasonably required, convenient, or incidental to such sale, including, but not limited to, business

offices, signs, model units, and sales offices. The Developer shall have an easement for access to such facilities. The right to maintain and carry on such facilities and activities shall specifically include the right to use Lots owned by the Developer or the Association, and the improvements which may be owned by the Developer or the Association, as models and sales offices. This Section may not be amended without the express written consent of the Developer. The rights contained herein shall terminate upon the earlier of fifteen (15) years from the date this Declaration is recorded, or upon the Developer's recording a written statement that all sales activity has ceased.

**10. Limitation of Liability.** The Association and the Developer shall not be liable for any failure of any services to be obtained by the Association or the Developer, or paid for out of the annual, special or specific assessments levied upon Owners; or for injury or damage to person or property caused by the elements or resulting from water which may leak or flow from any portion of the Common Area; or from failure of any wire, pipe, drain, conduit, utility line or the like. The Association and the Developer shall not be liable to any Owner for loss or damage, by theft or otherwise, of articles which may be stored upon the Common Area. No diminution or abatement of annual or special assessments shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements to the Common Area, or from any action taken by the Association and the Developer in accordance with any of the provisions of this Declaration or with any law, ordinance, order, or directive of any municipal or other governmental or quasi-governmental authority. Neither the Association nor the Developer nor any of their employees, agents, or consultants shall be responsible in any way for any defects in any plans or specifications submitted, revised or approved in accordance with the provisions of this Declaration, nor for any structural or other defects in any work done according to such plans and specifications including, without limiting the generality of the foregoing, waterfalls, ponds, and other water course related improvements, and construction of Residences or other improvements on the Lots.

**11. Successors of Developer.** Any and all rights, reservations, interests, privileges and powers of the Developer(s) hereunder may be assigned and transferred by the Developer(s). The Developer(s) shall give prompt notice to the Association after any such transfers.

**12. Miscellaneous Expenses.** Whenever an Owner, such Owner's tenant or such Owner's mortgagee requests any information pursuant to the terms of this Declaration, all reasonable expenses, including postage and photocopy expenses, incurred by the Association in providing such information will be paid by the party requesting same.

**13. Execution Counterparts.** This Declaration may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

# Web Copy

BOOK 2993 PAGE 126

IN WITNESS WHEREOF, Declarants have caused this instrument to be executed effective as of the day and year first above written.

## OWNERS

Owner's Signature

Lot ~~and Block~~ Numbers/Legal Description:

|   |    |
|---|----|
| <i>Judy M. Smith</i>                          | 72 |
| <i>William D. Smith</i>                       | 72 |
| <i>Joyce McCool</i>                           | 34 |
| <i>Vicki J. Smith</i>                         | 51 |
| <i>James M. Lurrence</i>                      | 23 |
| <i>Sue P. Westph</i>                          | 11 |
| <i>Jan Schul</i>                              | 2  |
| <i>Ken Marshall-Carpenter</i>                 | 46 |
| <i>James T. Smith</i>                         | 51 |
| <i>Rona Bowman</i>                            | 63 |
| <i>Opalis Fieldman</i> <i>Bahadur Feltham</i> | 26 |
| <i>Ludie Adair</i>                            | 28 |
| <i>Becky Wright</i>                           | 33 |
| <i>Lemire Balglen</i>                         | 20 |
| <i>Margum D. Preston</i>                      | 36 |
| <i>Gon Qun</i>                                | 66 |
| <i>Francine W. Wood</i>                       | 21 |
| <i>Darla R. Zeller</i>                        | 41 |

OWNERS

Owner's Signature

*Michael D. Wood*

Lot ~~and Block~~ Numbers/Legal Description:

21

KC-485875-5

28

# Web Copy

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## OWNERS

Owner's Signature

*Matthew D. Wood*  
*Ellen Boley*  
*Rebecca J. Boley*

Lot and Block Numbers/Legal Description:

*21*  
*1*  
*1*

BOOK 2993 PAGE 129

## OWNERS

Owner's Signature

*Charles R Fuller*

*Michael Shane Fuller*

Lot and Block Numbers/Legal Description:

*41*

*41*

# Web Copy

BOOK 2993 PAGE 130

## OWNERS

Owner's Signature

*Shannon Denton*  
*David W Wendt Sr.*

Lot and Block Numbers/Legal Description:

*Lot 54*  
*Lot 40*  
*Lot 97*



## Web Copy

## OWNERS

Owner's Signature

Lot and Block Numbers/Legal Description:

*B. J. Wright Const Inc.*  
*Pres. Bonnie D Wright*

*Phase 5 Lot # 1, 2, 3,*  
*4, 5, 6, 7, 8, 9, 10, 11, 12, 13,*  
*14, 15, 16, 17, 18, 19, 22, 25*  
*28, 29, 30*

*B. J. Wright Const Inc.*  
*Pres. Bonnie D Wright*

*Phase 4 Lot # 96, 95,*  
*85, 86, 88, 89, 90, 83, 84*

Owner's Signature

Lot and Block Numbers/Legal Description:

Planned Treatment UC/Esbl 76 - PHASE IV

Kelley Carter Works Jeff Faler 20-23-26-27 PHASE V

Kali Anton Horn of Fort



**Commonwealth**

A LANDAMERICA COMPANY

COMMONWEALTH LAND TITLE INSURANCE COMPANY

Web Copy

BOOK 2993 PAGE 133

LEGAL DESCRIPTION

Lots 1 thru 20, inclusive, Lots 22 and 23, and Lots 25 thru 30, inclusive, CEDAR LAKE ESTATES V, a subdivision of land in Smithville, Clay County, Missouri, according to the recorded plat thereof.

AND

Lots 76, 78, 83, 84, 85, 86, 88, 89, 90, 95, 96 and 97, CEDAR LAKE ESTATES IV, a subdivision of land in Smithville, Clay County, Missouri, according to the recorded plat thereof.

AND

Lots 41, 46, 51, 54, 63, 66 and 72, CEDAR LAKE ESTATES III, a subdivision of land in Smithville, Clay County, Missouri, according to the recorded plat thereof.

AND

Lots 20, 21, 23, 26, 28, 33, 34, 36 and 40, CEDAR LAKE ESTATES II, a subdivision of land in Smithville, Clay County, Missouri, according to the recorded plat thereof.

AND

Lots 1, 2, and 11, CEDAR LAKE ESTATES, a subdivision of land in Smithville, Clay County, Missouri, according to the recorded plat thereof.

Katee Porter, Recorder of Deeds

# Web Copy

BOOK 2993 PAGE 134

STATE OF MISSOURI )  
 )ss.  
COUNTY OF CLAY )

On this 17 day of Feb in the year 1999, before me, a Notary Public in and for said state, personally appeared Shannon Denton, known to me to be the same person(s) described in and who executed the within instrument, and acknowledged to me that she executed the same for the purpose therein stated.

Jane L McMillian  
Notary Public

My Commission Expires: 3/19/2001

JANE L. McMILLIAN  
Notary Public - Notary Seal  
STATE OF MISSOURI  
Clay County

My Commission Expires: March 19, 2001

STATE OF MISSOURI )  
 )ss.  
COUNTY OF CLAY )

On this 17 day of Feb in the year 1999, before me, a Notary Public in and for said state, personally appeared David W. Wendt SR, known to me to be the same person(s) described in and who executed the within instrument, and acknowledged to me that he executed the same for the purpose therein stated.

Jane L McMillian  
Notary Public

My Commission Expires: 3/19/2001

JANE L. McMILLIAN  
Notary Public - Notary Seal  
STATE OF MISSOURI  
Clay County  
My Commission Expires: March 19, 2001

STATE OF MISSOURI )  
 )ss.  
COUNTY OF CLAY )

On this \_\_\_\_ day of \_\_\_\_ in the year 1999, before me, a Notary Public in and for said state, personally appeared \_\_\_\_\_, known to me to be the same person(s) described in and who executed the within instrument, and acknowledged to me that \_\_\_\_\_ executed the same for the purpose therein stated.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

KC-685575-5

Katee Porter, Recorder of Deeds

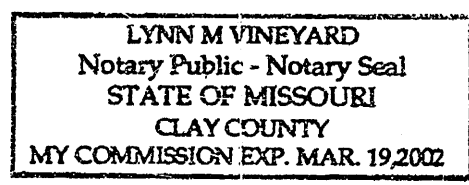
BOOK 2993 PAGE 135

STATE OF MISSOURI )  
 )ss.  
COUNTY OF CLAY )

On this 16 day of February in the year 1999, before me, a Notary Public in and for said state, personally appeared Mitch Wood, known to me to be the same person(s) described in and who executed the within instrument, and acknowledged to me that \_\_\_\_\_ executed the same for the purpose therein stated.

Lynn M Vineyard  
Notary Public

My Commission Expires: 3/19/02



STATE OF MISSOURI )  
 )ss.  
COUNTY OF CLAY )

On this \_\_\_\_ day of \_\_\_\_\_ in the year 1999, before me, a Notary Public in and for said state, personally appeared \_\_\_\_\_, known to me to be the same person(s) described in and who executed the within instrument, and acknowledged to me that \_\_\_\_\_ executed the same for the purpose therein stated.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

STATE OF MISSOURI )  
 )ss.  
COUNTY OF CLAY )

On this \_\_\_\_ day of \_\_\_\_\_ in the year 1999, before me, a Notary Public in and for said state, personally appeared \_\_\_\_\_, known to me to be the same person(s) described in and who executed the within instrument, and acknowledged to me that \_\_\_\_\_ executed the same for the purpose therein stated.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

KC-485875-5

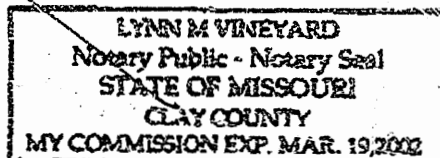
BOOK 2993 PAGE 136

STATE OF MISSOURI )  
 )ss.  
COUNTY OF CLAY )

On this 16 day of February in the year 1999, before me, a Notary Public in and for said state, personally appeared N. Mitch Wood, known to me to be the same person(s) described in and who executed the within instrument, and acknowledged to me that he executed the same for the purpose therein stated.

My Commission Expires: 3/19/02

Lynn M Vineyard  
Notary Public



STATE OF MISSOURI )  
 )ss.  
COUNTY OF CLAY )

On this 18 day of February in the year 1999, before me, a Notary Public in and for said state, personally appeared Adam Boley, known to me to be the same person(s) described in and who executed the within instrument, and acknowledged to me that he executed the same for the purpose therein stated.

My Commission Expires: 12-3-2001

Allegra L Jrolf  
Notary Public

ALLEGRA L JROLF  
Notary Public - State of Missouri  
Commissioned in Clay County  
My Commission Expires Dec. 3, 2001

STATE OF MISSOURI )  
 )ss.  
COUNTY OF CLAY )

On this 18 day of February in the year 1999, before me, a Notary Public in and for said state, personally appeared Rebecca J. Boley, known to me to be the same person(s) described in and who executed the within instrument, and acknowledged to me that she executed the same for the purpose therein stated.

My Commission Expires: 12-3-2001

Allegra L Jrolf  
Notary Public

ALLEGRA L JROLF  
Notary Public - State of Missouri  
Commissioned in Clay County  
My Commission Expires Dec. 3, 2001

KC-495275-5



# Web Copy

BOOK 2993 PAGE 137

STATE OF MISSOURI )  
 )ss.  
COUNTY OF CLAY )

On this 16 day of Feb in the year 1999, before me, a Notary Public in  
and for said state, personally appeared  
Don Ashes, known to me to be the same  
person(s) described in and who executed the within instrument, and acknowledged to me that  
he executed the same for the purpose therein stated.

My Commission Expires: 3/19/2001

Jane L McMillan  
Notary Public

JANE L. McMILLAN  
Notary Public - Notary Seal  
STATE OF MISSOURI  
Clay County  
My Commission Expires: March 19, 2001

STATE OF MISSOURI )  
 )ss.  
COUNTY OF CLAY )

On this 16 day of Feb in the year 1999, before me, a Notary Public in  
and for said state, personally appeared  
Flarence T. Wood, known to me to be the same  
person(s) described in and who executed the within instrument, and acknowledged to me that  
she executed the same for the purpose therein stated.

My Commission Expires: 3/19/2001

Jane L McMillan  
Notary Public

JANE L. McMILLAN  
Notary Public - Notary Seal  
STATE OF MISSOURI  
Clay County  
My Commission Expires: March 19, 2001

STATE OF MISSOURI )  
 )ss.  
COUNTY OF CLAY )

On this 17<sup>th</sup> day of Feb. in the year 1999, before me, a Notary Public in  
and for said state, personally appeared  
Gary M. Williams, known to me to be the same  
person(s) described in and who executed the within instrument, and acknowledged to me that  
he executed the same for the purpose therein stated.

My Commission Expires: 11-21-2000

Tina L Kaiser  
Notary Public

TINA L. KAISER  
Notary Public-Notary Seal  
STATE OF MISSOURI  
Platte County  
My Commission Expires: Nov. 21, 2000

KC-435871-5

Katee Porter, Recorder of Deeds

# Web Copy

BOOK 2993 PAGE 138

STATE OF MISSOURI )  
COUNTY OF CLAY ) ss.

On this 16 day of Mo in the year 1999, before me, a Notary Public in and for said state, personally appeared Decker Wright, known to me to be the same person(s) described in and who executed the within instrument, and acknowledged to me that he executed the same for the purpose therein stated.

My Commission Expires: 3/19/2001

Jane L McMILLIAN  
Notary Public  
JANE L. McMILLIAN  
Notary Public - Notary Seal  
STATE OF MISSOURI  
Clay County  
My Commission Expires: March 19, 2001

STATE OF MISSOURI )  
COUNTY OF CLAY ) ss.

On this 16 day of Feb in the year 1999, before me, a Notary Public in and for said state, personally appeared Jessie C Galpin, known to me to be the same person(s) described in and who executed the within instrument, and acknowledged to me that she executed the same for the purpose therein stated.

My Commission Expires: 3/19/2001

Jane L McMILLIAN  
Notary Public  
JANE L. McMILLIAN  
Notary Public - Notary Seal  
STATE OF MISSOURI  
Clay County  
My Commission Expires: March 19, 2001

STATE OF MISSOURI )  
COUNTY OF CLAY ) ss.

On this 16 day of Feb in the year 1999, before me, a Notary Public in and for said state, personally appeared Marvin D. Preston, known to me to be the same person(s) described in and who executed the within instrument, and acknowledged to me that he executed the same for the purpose therein stated.

My Commission Expires: 3/19/2001

Jane L McMILLIAN  
Notary Public

KC-485875-5

JANE L. McMILLIAN  
Notary Public - Notary Seal  
STATE OF MISSOURI

My Commission Expires: March 19, 2001

Katee Porter, Recorder of Deeds

STATE OF MISSOURI )  
 )ss.  
COUNTY OF CLAY )

On this 12 day of February in the year 1999, before me, a Notary Public in and for said state, personally appeared James P. Smith, known to me to be the same person(s) described in and who executed the within instrument, and acknowledged to me that he executed the same for the purpose therein stated.

Phillip White  
Notary Public  
Phillip White, Notary Public  
Clay County, State of Missouri  
My Commission Expires 11/11/2000

My Commission Expires: 11-11-2000

STATE OF MISSOURI )  
 )ss.  
COUNTY OF CLAY )

On this 13 day of February in the year 1999, before me, a Notary Public in and for said state, personally appeared Dawn M. Bowman, known to me to be the same person(s) described in and who executed the within instrument, and acknowledged to me that she executed the same for the purpose therein stated.

Phillip White  
Notary Public  
Phillip White, Notary Public  
Clay County, State of Missouri  
My Commission Expires 11/11/2000

My Commission Expires: 11-11-2000

STATE OF MISSOURI )  
 )ss.  
COUNTY OF CLAY )

On this 13 day of February in the year 1999, before me, a Notary Public in and for said state, personally appeared Patricia L. Pittman, Janis C. Pittman, known to me to be the same person(s) described in and who executed the within instrument, and acknowledged to me that they executed the same for the purpose therein stated.

Phillip White  
Notary Public

My Commission Expires: 11-11-2000

BOOK 2993 PAGE 140

STATE OF MISSOURI )  
 )ss.  
COUNTY OF CLAY )

On this 12 day of February in the year 1999, before me, a Notary Public in and for said state, personally appeared Tam Gabriel, known to me to be the same person(s) described in and who executed the within instrument, and acknowledged to me that he executed the same for the purpose therein stated.

Philip White  
Notary Public Philip White, Notary Public  
Clay County, State of Missouri  
My Commission Expires 11/11/2000

STATE OF MISSOURI )  
 )ss.  
COUNTY OF CLAY )

On this 12 day of Feb in the year 1999, before me, a Notary Public in and for said state, personally appeared Ann Bernad-Carpenter, known to me to be the same person(s) described in and who executed the within instrument, and acknowledged to me that she executed the same for the purpose therein stated.

My Commission Expires: 3/19/2001  
Jane  
Notary Public  
JAN 19 2001  
Notary Seal  
STA  
My Commission Expires: March 18, 2001

STATE OF MISSOURI )  
 )ss.  
COUNTY OF CLAY )

On this 16 day of February in the year 1999, before me, a Notary Public in and for said state, personally appeared Sharon Adair, known to me to be the same person(s) described in and who executed the within instrument, and acknowledged to me that she executed the same for the purpose therein stated.

My Commission Expires: 11-21-2000  
Tina L. Kaiser  
Notary Public

KC-455875-5

TINA L. KAISER  
Notary Public-Notary Seal  
STATE OF MISSOURI  
Platte County

My Commission Expires: Nov. 21, 2000

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BOOK 2993 PAGE 141

STATE OF MISSOURI )  
 )ss.  
COUNTY OF CLAY )

On this 9 day of Feb in the year 1999, before me, a Notary Public in and for said state, personally appeared Vicki J. Smith, known to me to be the same person(s) described in and who executed the within instrument, and acknowledged to me that she executed the same for the purpose therein stated.

My Commission Expires: 3/19/2001

Jane L. McMillian  
Notary Public  
JANE L. McMILLIAN  
Notary Public - Notary Seal  
STATE OF MISSOURI  
Clay County  
My Commission Expires: March 19, 2001

STATE OF MISSOURI )  
 )ss.  
COUNTY OF CLAY )

On this 10 day of Feb in the year 1999, before me, a Notary Public in and for said state, personally appeared Thomas M. Lawrence, known to me to be the same person(s) described in and who executed the within instrument, and acknowledged to me that they executed the same for the purpose therein stated.

My Commission Expires: 3/19/2001

Jane L. McMillian  
Notary Public

JANE L. McMILLIAN  
Notary Public - Notary Seal  
STATE OF MISSOURI  
Clay County  
My Commission Expires: March 19, 2001

STATE OF MISSOURI )  
 )ss.  
COUNTY OF CLAY )

On this 11<sup>th</sup> day of February in the year 1999, before me, a Notary Public in and for said state, personally appeared Sue P. Werth, known to me to be the same person(s) described in and who executed the within instrument, and acknowledged to me that she executed the same for the purpose therein stated.

My Commission Expires: 11-21-2000

Tina L. Kaiser  
Notary Public

TINA L. KAISER  
Notary Public-Notary Seal  
STATE OF MISSOURI  
Platte County  
My Commission Expires: Nov. 21, 2000

KC-485875-5

Katee Porter, Recorder of Deeds

# Web Copy

BOOK 2993 PAGE 142

STATE OF MISSOURI )  
 )ss.  
COUNTY OF CLAY )

On this 9 day of Feb in the year 1999, before me, a Notary Public in  
and for said state, personally appeared Judith M. Smith, known to me to be the same  
person(s) described in and who executed the within instrument, and acknowledged to me that  
she executed the same for the purpose therein stated.

My Commission Expires: 3/19/2001

Jane L. McMillian  
Notary Public

JANE L. McMILLIAN  
Notary Public - Notary Seal  
STATE OF MISSOURI  
Clay County

My Commission Expires: March 19, 2001

STATE OF MISSOURI )  
 )ss.  
COUNTY OF CLAY )

On this 9 day of Feb in the year 1999, before me, a Notary Public in  
and for said state, personally appeared William D. Smith, known to me to be the same  
person(s) described in and who executed the within instrument, and acknowledged to me that  
he executed the same for the purpose therein stated.

My Commission Expires: 3/19/2001

Jane L. McMillian  
Notary Public

JANE L. McMILLIAN  
Notary Public - Notary Seal  
STATE OF MISSOURI  
Clay County

My Commission Expires: March 19, 2001

STATE OF MISSOURI )  
 )ss.  
COUNTY OF CLAY )

On this 9 day of Feb in the year 1999, before me, a Notary Public in  
and for said state, personally appeared Gayle E. McLeod, known to me to be the same  
person(s) described in and who executed the within instrument, and acknowledged to me that  
she executed the same for the purpose therein stated.

My Commission Expires: 3/19/2001

Jane L. McMillian  
Notary Public

JANE L. McMILLIAN  
Notary Public - Notary Seal  
STATE OF MISSOURI  
Clay County

My Commission Expires: March 19, 2001

KC-485975-5

Katee Porter, Recorder of Deeds



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## INDIVIDUAL ACKNOWLEDGMENTS

STATE OF MISSOURI )  
 )ss.  
COUNTY OF CLAY )

On this 27 day of FEBRUARY in the year 1999, before me, a Notary Public in and for said state, personally appeared Michael Shane Fuller, known to me to be the same person(s) described in and who executed the within instrument, and acknowledged to me that he executed the same for the purpose therein stated.

My Commission Expires: 11-11-2000

STATE OF MISSOURI )  
 )ss.  
COUNTY OF CLAY )

Philip White  
Notary Public

Philip White, Notary Public  
Clay County, State of Missouri  
My Commission Expires 11/11/2000

On this \_\_\_\_ day of \_\_\_\_ in the year 1999, before me, a Notary Public in and for said state, personally appeared \_\_\_\_\_, known to me to be the same person(s) described in and who executed the within instrument, and acknowledged to me that \_\_\_\_\_ executed the same for the purpose therein stated.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

STATE OF MISSOURI )  
 )ss.  
COUNTY OF CLAY )

On this \_\_\_\_ day of \_\_\_\_ in the year 1999, before me, a Notary Public in and for said state, personally appeared \_\_\_\_\_, known to me to be the same person(s) described in and who executed the within instrument, and acknowledged to me that \_\_\_\_\_ executed the same for the purpose therein stated.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

# Web Copy

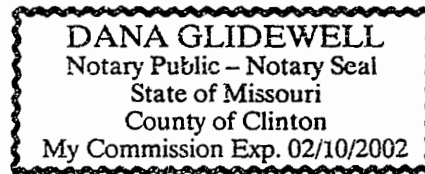
BOOK 2993 PAGE 144

STATE OF MISSOURI )  
 )ss.  
COUNTY OF CLAY )

On this 7<sup>th</sup> day of April in the year 1999, before me, a Notary Public in  
and for said state, personally appeared  
Bennie G. Wright, known to me to be the same  
person(s) described in and who executed the within instrument, and acknowledged to me that  
he executed the same for the purpose therein stated.

Dana Glidewell  
Notary Public

My Commission Expires: 2-10-2002



STATE OF MISSOURI )  
 )ss.  
COUNTY OF CLAY )

On this \_\_\_\_ day of \_\_\_\_ in the year 1999, before me, a Notary Public in  
and for said state, personally appeared  
\_\_\_\_, known to me to be the same  
person(s) described in and who executed the within instrument, and acknowledged to me that  
\_\_\_\_ executed the same for the purpose therein stated.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

STATE OF MISSOURI )  
 )ss.  
COUNTY OF CLAY )

On this \_\_\_\_ day of \_\_\_\_ in the year 1999, before me, a Notary Public in  
and for said state, personally appeared  
\_\_\_\_, known to me to be the same  
person(s) described in and who executed the within instrument, and acknowledged to me that  
\_\_\_\_ executed the same for the purpose therein stated.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

KC-485875-5

Katee Porter, Recorder of Deeds

# Web Copy

BOOK 2993 PAGE 145

STATE OF MISSOURI )  
COUNTY OF CLAY ) ss.  
)

On this 15 day of April in the year 1999, before me, a Notary Public in and for said state, personally appeared Gary Penland, known to me to be the same person(s) described in and who executed the within instrument, and acknowledged to me that he executed the same for the purpose therein stated.

My Commission Expires: 3/19/2001

Jane L. McMillian  
Notary Public

JANE L. McMILLIAN  
Notary Public - Notary Seal  
STATE OF MISSOURI  
Clay County  
My Commission Expires: March 19, 2001

STATE OF MISSOURI )  
COUNTY OF CLAY ) ss.  
)

On this 15 day of April in the year 1999, before me, a Notary Public in and for said state, personally appeared Gary Penland, known to me to be the same person(s) described in and who executed the within instrument, and acknowledged to me that he executed the same for the purpose therein stated.

My Commission Expires: 3/19/2001

Jane L. McMillian  
Notary Public

JANE L. McMILLIAN  
Notary Public - Notary Seal  
STATE OF MISSOURI  
Clay County  
My Commission Expires: March 19, 2001

STATE OF MISSOURI )  
COUNTY OF CLAY ) ss.  
)

On this 15 day of April in the year 1999, before me, a Notary Public in and for said state, personally appeared Jeff Foster, known to me to be the same person(s) described in and who executed the within instrument, and acknowledged to me that he executed the same for the purpose therein stated.

My Commission Expires: 3/19/2001

Jane L. McMillian  
Notary Public

JANE L. McMILLIAN  
Notary Public - Notary Seal  
STATE OF MISSOURI  
Clay County  
My Commission Expires: March 19, 2001

KC-435875-5

Katee Porter, Recorder of Deeds

STATE OF MISSOURI )  
 )ss.  
COUNTY OF CLAY )

On this 15 day of April in the year 1999, before me, a Notary Public in and for said state, personally appeared Jeff Foster, known to me to be the same person(s) described in and who executed the within instrument, and acknowledged to me that he executed the same for the purpose therein stated.

Jane L. McMillian  
Notary Public

My Commission Expires: 3/19/2001

**JANE L. McMILLIAN**  
Notary Public - Notary Seal  
STATE OF MISSOURI  
Clay County  
My Commission Expires: March 19, 2001

STATE OF MISSOURI )  
 )ss.  
COUNTY OF CLAY )

On this 15 day of April in the year 1999, before me, a Notary Public in and for said state, personally appeared Jeff Foster, known to me to be the same person(s) described in and who executed the within instrument, and acknowledged to me that he executed the same for the purpose therein stated.

Jane L. McMillian  
Notary Public

My Commission Expires: 3/19/2001

**JANE L. McMILLIAN**  
Notary Public - Notary Seal  
STATE OF MISSOURI  
Clay County  
My Commission Expires: March 19, 2001

STATE OF MISSOURI )  
 )ss.  
COUNTY OF CLAY )

On this \_\_\_\_ day of \_\_\_\_ in the year 1999, before me, a Notary Public in and for said state, personally appeared \_\_\_\_\_, known to me to be the same person(s) described in and who executed the within instrument, and acknowledged to me that \_\_\_\_\_ executed the same for the purpose therein stated.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_