



Board of Aldermen Request for Action

MEETING DATE: 4/1/2024

DEPARTMENT: Administration

AGENDA ITEM: Resolution 1342, Award of the 2024 Neighborhood Beautification Grants

REQUESTED BOARD ACTION:

Motion to approve Resolution 1342, awarding the 2024 Neighborhood Beautification Grants totaling \$19,704.30.

SUMMARY:

In FY22, the Board of Aldermen created the Neighborhood Beautification Program. This is the third year of the grant program. \$25,000 was approved for the program in this year's budget and staff researched and developed a program to allow the funds to be appropriately distributed.

Starting December 4, 2023, the grant terms and application were provided to each of the homeowner's associations. Applicants were able to submit an optional draft application by February 2, 2024 for staff review. Staff were able to provide feedback to the applicants for consideration in their final application of March 8, 2024. Included are the grant terms, which includes the parameters in which each application was scored, and the grant application.

Five applications were received from five homeowners' associations. Applications were reviewed by a staff committee comprised of the Assistant City Administrator, Public Works Director, Development Director, and the Development Permit Technician. The total funding request for the FY2024 grant cycle was \$36,729.30.

Committee members individually scored each application received. Each application score was averaged to rank applications.

Award of \$19,704.30 in grants is recommended as follows. A summary of each grant recommended for award is provided below.

- \$5,572.97 to Cedar Lakes HOA
- \$7,315.00 to Forest Oaks HOA
- \$1,715.13 to Hills of Shannon HOA
- \$5,101.20 to Stonebridge HOA

The Cedar Lakes HOA project focuses on their pool and clubhouse area. The project includes the replacement of pool furniture with a longer-term solution and adding onto the clubhouse by pouring a 41'x16' patio slab on the south side of the clubhouse. The additional patio will include four picnic tables with umbrellas to enhance gatherings for residents and the community. The total fund request for this project is \$5,572.97.

The Forest Oaks HOA project is to replace their aged subdivision entrance sign located at the northwest corner of Aspen Drive and N Virginia Avenue. The current entrance sign is 25 years old, and is near the end of its life-span due to rotting and shifting. Also included in the project cost is landscaping with new plants to enhance the entrance to the neighborhood. The total fund request for this project is \$7,315.00.

The Hills of Shannon HOA project is to change the neighborhood's small and large circle planter to a butterfly garden with a small path leading to benches. The project includes significant volunteer work for the redesign and replanting. The plantings include plants to attract pollinators and to allow for an area for individuals of all ages to enjoy the green space. The total fund request for this project is \$1,715.13.

The Stonebridge HOA Project is to replace the entrance monument sign that is nearly 40 years old. The HOA has worked to maintain the monument, but it has reached the end of its useful life. The new entrance monument will bring value to the neighborhood and community. The total fund request for this project is \$5,101.20.

The Harbor Lakes HOA submitted an application requesting the replastering of the neighborhood's 18-year-old pool, replacement of a worn pool cover, and a salt cell. The total fund request for this project is \$17,025. While not specifically identified as ineligible under the existing grant terms, staff does not recommend pool maintenance as a project for funding at this time.

PREVIOUS ACTION:

Grants awarded on an annual basis.

POLICY OBJECTIVE:

[Click or tap here to enter text.](#)

FINANCIAL CONSIDERATIONS:

The FY24 Budget includes \$25,000 for a Neighborhood Beautification Grant Program. The staff recommendation of \$19,704.30 leaves the remaining amount of \$5,295.70. The total funding request for the FY24 cycle was \$36,729.30.

ATTACHMENTS:

- | | |
|---|-----------------------------------|
| <input type="checkbox"/> Ordinance | <input type="checkbox"/> Contract |
| <input checked="" type="checkbox"/> Resolution | <input type="checkbox"/> Plans |
| <input type="checkbox"/> Staff Report | <input type="checkbox"/> Minutes |
| <input checked="" type="checkbox"/> Other: Grant Applications | |
| Grant Terms | |
| Harbor Lakes HOA Email Communication | |

RESOLUTION 1342

A RESOLUTION APPROVING THE 2024 NEIGHBORHOOD BEAUTIFICATION GRANTS

WHEREAS, the City approved the FY23 budget on October 18, 2022, allocating funds for the Neighborhood Beautification Grant Program; and

WHEREAS, the purpose of the program is to assist neighborhoods in Smithville to compete projects that beautify and enhance the public spaces within the neighborhoods; and

WHEREAS, three grant applications were received from three neighborhood associations; and

WHEREAS, a staff committee evaluated and ranked applications, resulting in the following recommendations for grant award totaling \$19,704.30:

- \$5,572.97 to Cedar Lakes HOA
- \$7,315.00 to Forest Oaks HOA
- \$1,715.13 to Hills of Shannon HOA
- \$5,101.20 to Stonebridge HOA

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF SMITHVILLE, MISSOURI, AS FOLLOWS:

THAT, the Neighborhood Beautification Grant Program applications listed above are approved in the amount totaling \$19,704.30.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, the 1st day of April, 2024.

Damien Boley, Mayor

ATTEST:

Linda Drummond, City Clerk

2024 Neighborhood Beautification Grant Program Grant and Application Terms

Funding:

Each grant awarded will range from \$50 - \$25,000. All funds awarded are required to have matching contribution from the neighborhood. Neighborhood match can come in the form of cash or in-kind donations such as volunteer hours or equipment. The required match must be equal to 50% of the total project cost (e.g., total project cost is \$10,000; \$5,000 contributed from the HOA, \$5,000 requested from the NBG Program). Volunteer hours are documented at the rate of \$20/hour and must be confirmed at the completion of the project.

Eligibility Requirements:

Applicant must be a Neighborhood or Homeowners' Association. Each applicant must be organized with an elected HOA board with officers, by-laws, and membership.

Each HOA is eligible for up to \$25,000 over a three-year period. If the first project applied for requires the full \$25,000 and is granted, the HOA will then be ineligible for the following two years.

Eligible Projects:

Projects must be improvements that benefit the entire neighborhood, located within the city limits of Smithville and achievable within 12 months of award. Project applications submitted must be approved by a vote of the neighborhood or homeowners' association board.

Examples of eligible projects may include:

- Landscaping/trees
- Signage
- Community gardens
- Neighborhood clean-ups
- Curb Appeal Enhancements for Existing property (parking areas, trash receptacles, enclosures, fencing, etc.)

Examples of ineligible projects include:

- Ongoing operating budgets
- Routine city maintenance (street paving, mowing rights-of-way, etc.)
- Projects that benefit an individual more than the entire neighborhood.

Selection Process:

A selection committee consisting of City staff will judge applications, based on availability of funds and the following criteria.

1. Preparedness (50%)
 - a. Meets the minimum required match and proposed match is well documented and available to be expensed.
 - b. Budget is realistic and clearly organized
 - c. Well-planned project Design, ready for implementation.
 - d. A completed application with all associated documents
2. Project Impact (20%)
 - a. Provides long term benefit to the neighborhood
 - b. Addresses a recognized problem or need within the neighborhood
3. Participation (20%)
 - a. Approval of the project by the HOA or NA Board
 - b. Broad-based neighborhood participation in the project
4. Prior Awarded Projects (10%)
 - a. Substantial completion of previously funded projects

Disbursement of Funds:

Projects may begin only after the application has been selected to receive the grant funds. Funds are not awarded in advance of the project. Funds are released for reimbursement through the submission of receipts of completed work at the completion of your project.

Application Deadlines:

Application submission timeline starts December 8 with the deadline of March 8. There is an optional draft application review deadline of February 2. If you submit the optional draft review, you will still need to submit a final application by March 8. Grants are limited to one application per year per organization. Applications can be submitted in person at Smithville City Hall (107 W Main St.) or through email to NeighborhoodGrant@smithvillemo.org.

City Contacts

General Application Questions:

- Gina Pate, Assistant City Administrator: gpate@smithvillemo.org

Public Permits:

- Brandi Schuerger, Permit Technician: bschuerger@smithvillemo.org

General Public Works Questions:

- Chuck Soules, Public Works Director: csoules@smithvillemo.org

All staff can be reached by calling City Hall at (816) 532-3897



Neighborhood Beautification Grant Application City of Smithville, MO

Applicant Information

Neighborhood or Homeowners' Association Name: Cedar Lake Estates Date: 01/22/2024

Address: 405 Wright Valley Rd

Street Address

Smithville MO 64089

City

State

ZIP Code

Phone: 816-651-7594 Email: jmatkins@kc.rr.com

Contact Person: Marvin Atkins Title: Treasure - CLEHOA

Project Title: Clubhouse and Pool Enhancements

Brief Description of the proposed Project:

Please see attached sheet.

Budget Information

The amount of grant funds awarded to the neighborhood ranges from \$50 - \$25,000. All funds awarded are required to have matching funds contributed from the neighborhood. Matching funds can come in the form of actual funds or in-kind donations such as volunteer hours or equipment. The required match must be equal to 50% of the total project cost. (e.g., if total project cost is \$10,000, the neighborhood or homeowners' association contributes \$5,000 and requests \$5,000 in grant funds from the program.) Volunteer hours are calculated at the rate of \$20/hour and must be confirmed at the completion of the project.

| | |
|--------------------------------------|-----------------|
| Total Project Cost: | <u>11145.93</u> |
| Grantee Cash Contribution: | <u>5572.97</u> |
| Grantee In-Kind Contribution: | <u>80.00</u> |
| Grant Amount Requested: | <u>5492.96</u> |

Project Information – Please attach additional documentation if needed

Expected Project Start Date May 2024 Expected Completion Date May 2024

Description of how this project will enhance the neighborhood:

Please see attached sheet.

Description of how the grant funding will be matched by the organization:

Please see attached sheet.

Description of how the project will be maintained or funded in the future, if necessary:

Please see attached sheet.

Prior Awarded Projects

Have you been awarded Neighborhood Beautification Grant funding for a previous project?

No

If yes, please provide a project update:

Required Attachment Checklist

In addition to this application, the following documents will be required to fully assess the proposed project:

- ☐ **A detailed Project Budget shown through a completed Attachment A *(Example Included)***
- ☐ **Photos of the proposed project area**
- ☐ **Plan or map showing the location of the project and projected improvements**
- ☐ **At least three estimates for all work**
- ☐ **Letter of authorization from any agencies, utilities, or property owners affected by the project**
- ☐ **Letter of approval of use of funds from the neighborhood or homeowners' association Board**
- ☐ **If using cash contribution for the match, proof of available funds**
- ☐ **If planning to use volunteer hours for an in-kind match, a completed Volunteer Pledge Sheet (Attachment B)**
- ☐ **A copy of the by-laws for your neighborhood or homeowners' association**
- ☐ **A list of the current neighborhood or homeowners' association board members**

Disclaimer and Signature

I, the applicant, understand and agree that all applicable required City permits, which may include a building permit, right of way permit, must be obtained before work begins.

I, the applicant, confirm that I have read the terms of the application and that I am acting on behalf of my neighborhood or homeowners' association, in accordance with their expressed wishes, which were determined by a vote or consensus of the majority of the neighborhood stakeholders. I understand that acting without consent of my organization may cause my neighborhood to be ineligible for future grants.

Authorized Agent's Signature: _____

A handwritten signature in black ink, consisting of a series of overlapping, slanted strokes that form a stylized, somewhat abstract shape.

Date: _____

01/22/2024

Attachment A: Detailed Project Budget Form

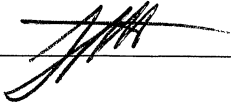
| TOTAL PROJECT COST (grant funds requested plus applicant match) | | |
|--|-------------------------------|----------------|
| List all items/service required for project completion. | | |
| Vendor/supplier: | Item/service: | Amount: |
| Amazon | Chairs, Umbrellas, Standds | 1506.90 |
| Amazon | Security Camera | 216.94 |
| lesliespool.com | Lounges | 3067.77 |
| Bed Bath & Beyond | Tables | 2354.32 |
| Flatwork Concrete 816-507-9676 | 41' x 12' x 4" concrete patio | 4000.00 |
| | | |
| | | |
| | | |
| Total Project Cost | | 11145.93 |

| CASH MATCH CONTRIBUTION | | |
|--|---|----------------|
| List any cash that will be contributed by your organization or others. | | |
| HOA/entity contributing cash | Item/services to be paid (if specified): | Amount: |
| Cedar Lake Estates Capital Reserves (savings) | 50% cash match | 5572.97 |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| Total Cash Contribution | | 5672.97 |

| IN-KIND MATCH CONTRIBUTIONS | | |
|--|-------------------------------------|---------------|
| List any services or supplies that will be contributed by your organization or others. | | |
| HOA/entity donating | Item/services to be donated: | Value: |
| Marv Atkins | Assemble tables 4 hours | 80.00 |
| | | |
| | | |
| | | |
| | | |
| | | |
| Total In-Kind Contribution | | 80.00 |

| | |
|--|----------------|
| Total Project Cost | 11145.93 |
| Total Cash Contribution | 5572.97 |
| Total In-Kind Contribution | 80.00 |
| Total Grant Amount Requested from the NBG Program | 5492.96 |

Attachment B: Volunteer Pledge Form
 In-kind match of volunteer hours is rated at \$20 per hour.

| Name | Phone Number | # of Hours Pledged | Signature |
|----------------------------|--------------|--------------------|---|
| Marvin Atkins | 816-651-7594 | 4 |  |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| TOTAL HOURS PLEDGED | | 4 hours | |

Attachment A: Detailed Project Budget Form EXAMPLE

| TOTAL PROJECT COST (grant funds requested plus applicant match) | | |
|---|--|------------------|
| List all items/service required for project completion. <i>Example in italics</i> | | |
| Vendor/supplier: | Item/service: | Amount: |
| <i>Hardware Store</i> | <i>Perennials and Concrete for Pad</i> | <i>\$1000.00</i> |
| <i>Bench Supplier Store</i> | <i>Bench</i> | <i>\$1000.00</i> |
| | | |
| | | |
| Total Project Cost | | \$2,000 |

| CASH MATCH CONTRIBUTION | | |
|--|--|--------------|
| List any cash that will be contributed by your organization or others. <i>Example in italics</i> | | |
| HOA/entity contributing cash | Item/services to be paid (if specified): | Amount: |
| <i>HOA</i> | | <i>\$500</i> |
| <i>Jane Smith</i> | <i>Bench purchase</i> | <i>\$250</i> |
| | | |
| | | |
| Total Cash Contribution | | \$750 |

| IN-KIND MATCH CONTRIBUTIONS | | |
|--|------------------------------|--------------|
| List any services or supplies that will be contributed by your organization or others. <i>Example in italics</i> | | |
| HOA/entity donating | Item/services to be donated: | Value: |
| <i>Volunteer Hours</i> | <i>12.5 hours Labor</i> | <i>\$250</i> |
| | | |
| | | |
| | | |
| Total In-Kind Contribution | | \$250 |

| | |
|--|----------------|
| Total Project Cost | \$2,000 |
| Total Cash Contribution | \$750 |
| Total In-Kind Contribution | \$250 |
| Total Grant Amount Requested from the NBG Program | \$1,000 |



CEDAR LAKE ESTATES

THE PLACE WE CALL HOME

2024 Cedar Lake Estates Beautification Grant Application

- Cedar Lake Estates
- 405 Wright Valley Rd
- Smithville, MO 64089
- www.cedarlakeestates.org
- cedarlakesboard@gmail.com

Brief Description of the proposed Project:

We would like to focus on our pool and clubhouse area so that we can continue to foster a community atmosphere of outdoor enjoyment. The pool area is enjoyed in the summer months by the majority of our members, and this enhancement would allow us to continue to provide a safe and welcoming space for our families.

Our current pool furniture was fully replaced in 2020. The furniture replaced furniture that was 7+ years old and posed serious safety risks. In selecting the furniture, we chose pieces that met our budget requirements, recognizing that it would need to be replaced with more permanent pieces in future seasons.

We would like to add on to our clubhouse by Pouring a 41'x16' patio slab on the south side of the clubhouse with 4 picnic tables w/umbrellas and stands to be used for family meals and pool breaks.

Cost Summary:

| | | |
|--|----|-------------|
| • Tables | 8 | \$2,354.32 |
| • Umbrellas | 8 | |
| • Bases | 8 | |
| • Chairs | 18 | \$1,506.90 |
| • Lounges | 18 | \$3,067.77 |
| • Security Camera | | \$216.94 |
| • Patio | | \$4,000.00 |
| • IN Kind Man Hours | 6 | |
| • Total | | \$11,145.93 |
| • Matching - CLEHOA Capital funding of | | \$5, 572.97 |
| • Requesting matching grant of | | \$5, 572.96 |



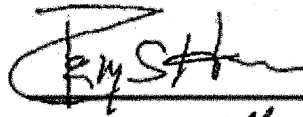
CEDAR LAKE ESTATES
THE PLACE WE CALL HOME

Clubhouse and Pool Enhancement / Beautification project was approved with Spending \$5572.97 from our Capital Savings on this day, 1/23/2024 by the Cedar Lake Estates HOA Board.

Officers:

President

Kelly Howe



Vice President

Erik Collins



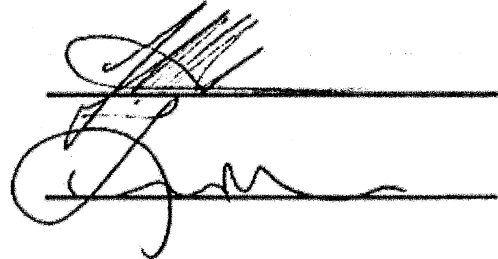
Treasure

Marvin Atkins



Secretary

Lisa Reinhart





CEDAR LAKE ESTATES

THE PLACE WE CALL HOME

2024 Cedar Lake Estates Beautification Grant Application

Cedar Lake Estates

405 Wright Valley Rd

Smithville, MO 64089

www.cedarlakeestates.org

cedarlakesboard@gmail.com

The Cedar Lake Estates community is situated on the western side of Smithville between Hwy 92 and Second Creek Road. The HOA consists of approximately 174 homes and amenities include a walking path, 1.5 acre pond, playground, basketball goal, swimming pool and clubhouse.

We would like to focus on our pool and clubhouse area so that we can continue to foster a community atmosphere of outdoor enjoyment. The pool area is enjoyed in the summer months by the majority of our members, and this enhancement would allow us to continue to provide a safe and welcoming space for our families.

Our current pool furniture was fully replaced in 2020. The furniture replaced furniture that was 7+ years old and posed serious safety risks. In selecting the furniture, we chose pieces that met our budget requirements, recognizing that it would need to be replaced with more permanent pieces in future seasons.

We would like to add on to our clubhouse by Pouring a 41'x16' patio slab on the south side of the clubhouse with 4 picnic tables w/umbrellas and stands to be used for family meals and pool breaks.

Description of how this project will enhance the neighborhood:

- The patio expansion would be used by HOA members and Smithville citizens that rent the clubhouse for personal and social events.
- The current pool furniture is nearing end of life, and we would like to move forward in purchasing safe, and quality pool furniture for the enjoyment of the pool for our members and their guests.

Description of how the grant funding will be matched by the organization:

- The HOA currently has funds available in both our checking account and reserve funds to match the approved grant.

Description of how the project will be maintained or funded in the future, if necessary:



CEDAR LAKE ESTATES THE PLACE WE CALL HOME

- The HOA will replace equipment when as needed from annually budgeted pool expense line item. Current furniture is stored in our bathroom areas attached to the clubhouse facility. The patio area will be maintained annually during spring clean up.

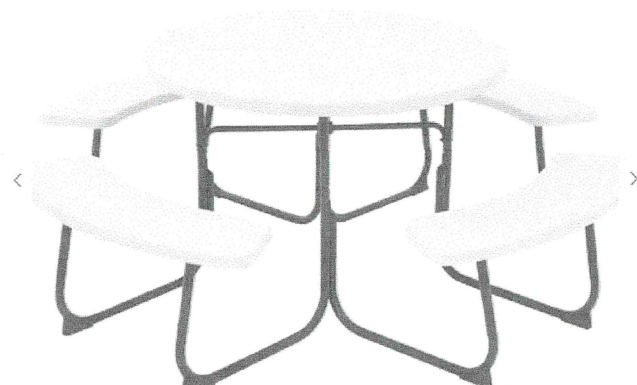
Projected timeline:

- This project would be started and finished no later than May 2024, allowing for the correct weather conditions to be met for curing concrete. The pool furniture would be ordered and available to our residents at the time of pool season opening.

Cost Summary:

| | | |
|------------------------------|----|-------------------|
| Tables | 8 | \$2,354.32 |
| Umbrellas | 8 | |
| Bases | 8 | |
| Chairs | 18 | \$1,506.90 |
| Lounges | 18 | \$3,067.77 |
| Security camera | | \$216.94 |
| Patio | | \$4000.00 |
| Total | | \$11145.93 |
| CLEHOA Capital funding of | | \$5572.97 |
| Requesting matching grant of | | \$5572.96 |

Project Details:



8-person 43" Round Picnic Table Set with Umbrella Hole - 75"x 30" - White

Sold and Shipped by Smackdom >

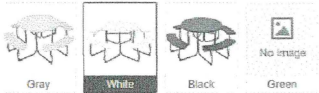
★★★★★

Sale \$294.29

5% back in rewards* + Special Financing* with an [Overstock Credit Card](#)

4 interest-free payments of \$73.58 with [Klarna](#).SM [Learn More](#)

Color (4): **White**



Select a Protection Plan >

Quantity

8

Free Standard Shipping! Get an estimated delivery date. [Enter Zip Code](#) >



You saved **\$261.60** on this order!

| | |
|--------------------|-------------------|
| (8) Items: | \$2,615.92 |
| Sale Savings: | - \$261.60 |
| Subtotal: | \$2,354.32 |
| Shipping: | FREE |
| Estimated Tax: ⓘ | \$0.00 |
| Your Total: | \$2,354.32 |

Total From Bed Bath & Beyond 2354.32

Patio, Lawn & Garden › Patio Furniture & Accessories › Umbrellas & Shade › Umbrellas

ABCCANOPY Premium Patio Umbrellas 7.5' Khaki

★★★★☆ 5,946 \$56⁹⁵ ^{prime}



JEAREY 9FT Outdoor Patio Umbrella Outdoor Table Umbrella with Push Button Tilt and Crank, Market Umbrella 8 Sturdy Ribs UV Protection Waterproof for Garden, Deck, Backyard, Pool (Beige)

Visit the JEAREY Store
4.4 ★★★★★ 1,913 ratings
#1 Best Seller in Patio Umbrellas

700+ bought in past month

-33% \$39⁹⁹
List Price: \$59.99

FREE Returns

Get a \$100 Gift Card instantly. Pay \$0.00 upon approval for Prime Visa. No annual fee.

May be available at a lower price from other sellers, potentially without free Prime shipping.

Size: 9FT

9FT 10FT

Color: Beige

Buy new:

\$39⁹⁹

FREE Returns

FREE Prime delivery Friday, January 12. Order within 12 mins

Deliver to Marvin - Smithville 64089

Available to ship in 1-2 days

Quantity: 8

Add to Cart

Buy Now

Ships from Amazon.com
Sold by Amazon.com
Returns Eligible for Return, Refund or

FUNBERRY Patio Rocking Chairs Set of 4, Poly Lumber Rocker, All Weather Rocking Chair Outdoor, High Back Porch Rocker, Cracker Barrel Rocking Chairs for Porch, 360 lbs

★★★★☆ 133 \$614⁹⁹ Save \$35 with coupon

Patio, Lawn & Garden › Patio Furniture & Accessories › Patio Seating › Chairs › Patio Dining Chairs



PHI VILLA Wrought Iron Patio Outdoor Dining Chairs, Portable Black Outdoor Patio Chairs Set of 6, Stackable Indoor Outdoor Bistro Deck Metal Chairs for Garden Backyard Lawn, Support 300 lbs

Visit the PHI VILLA Store
4.7 ★★★★★ 209 ratings

\$269⁹⁹ (\$45.00 / Count)

Or \$19.63 /mo (18 mo). Select from 1 plan

Pay \$22.50/months for 12 months, interest-free upon approval for Prime Visa

Size: 6 Pcs

2 Pcs 4 Pcs 6 Pcs

Color: Striped Design



Brand PHI VILLA
Color Striped Design

\$269⁹⁹ (\$45.00 / Count)

FREE delivery January 11 - 17.
Details

Deliver to Marvin - Smithville 64089

In Stock

Quantity: 3

Add to Cart

Buy Now

Ships from ACE-H
Sold by ACE-H
Returns Eligible for Return, Refund or Replacement...
Payment See more
Secure transaction

Add a Protection Plan:

☐ 2 Year Furniture Protection

amazonprime

Deliver to Marvin Smithville 64089

Allumbrella base stand

EN

Hello, marvinAccount & Lists

All

Medical Care

Amazon Basics

Livestreams

Buy Again

Customer Service

Today's Deals

Shop By Interest

Best Sellers

Prime

Whole Foods

Coupons

Household, Health & Baby Care

Start organizing

Amazon Home

Shop by Room

Discover

Shop by Style

Home Decor

Furniture

Kitchen & Dining

Bed & Bath

Garden & Outdoor

bcp

Mobile Umbrella Base, 120lb Capacity, by Best Choice Products, 4 Wheels...

★★★★★423

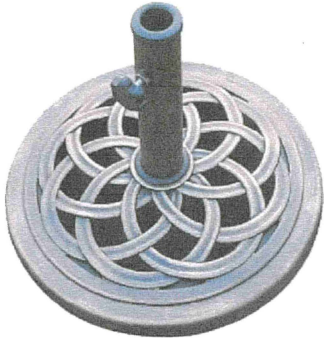
\$69.99

Patio, Lawn & Garden





Patio Furniture & Accessories

Umbrellas & Shade

Umbrella Stands & Bases



Roll over image to zoom in



DC America UBP18181-BR 18-Inch Cast Stone Umbrella Base, Made from Rust Free Composite Materials, Bronze Powder Coated Finish

Brand: DC America

4.5★★★★★32,378 ratings

#1 Best Seller in Patio Umbrella Stands & Bases

300+ bought in past month

-28%\$32.99

List Price: \$45.99

primeTwo-DayFREE Returns

Get a \$100 Gift Card instantly: Pay \$0.00 upon approval for Prime Visa. No annual fee.

May be available at a lower price from other sellers, potentially without free Prime shipping.

BrandDC America

ColorBronze

Target AudienceAdult

Buy new: \$32.99

primeTwo-DayFREE Returns

FREE delivery Monday, January 8. Order within 7 hrs 24 mins

Deliver to Marvin - Smithville 64089

In Stock

Quantity: 8

Add to Cart

Buy Now

Ships fromAmazon.com

Sold byAmazon.com

ReturnsEligible for Return, Refund or

amazon

Checkout (19 items)

1Shipping address

Marvin Atkins
113 ASHER BAY ST
SMITHVILLE, MO 64089-8860
Add delivery instructions

Change

2Payment method

Paying with Visa 0957
Billing address: Same as shipping address.
Add a gift card or promotion code or voucher

Change

3Review items and shipping

Place your order

By placing your order, you agree to Amazon's privacy notice and conditions of use.

Order Summary

Subtotal (19 items):

\$1,393.81

Shipping & handling:

\$0.00

Total before tax:

\$1,393.81

Estimated tax to be collected:*

\$113.09

Order total:

\$1,506.90

TOTAL FROM AMAZON

1506.90



What are you looking for?

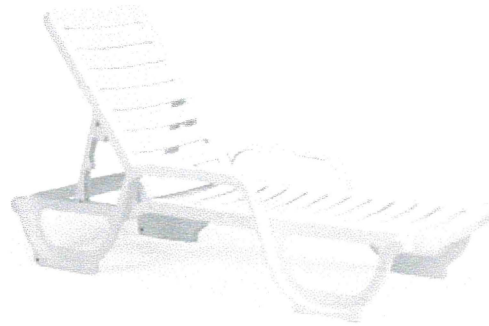


Join For fr

POOL CHEMICALS ▾ EQUIPMENT ▾ POOLS & ACCESSORIES ▾ POOL PARTS ▾ HOT TUB & SPA ▾ CLEARANCE SERVICES TIPS

Grosfillex - Bahia Commercial-Grade Resin Chaise Lounge, White

Item No. 86763 | Manufacturer SKU: 44031004 ★★★★★ [Write a review](#)



\$169.99

or 4 interest-free payments of \$43 with [affirm](#). [Learn more](#)

The Grosfillex Bahia Commercial-Grade Resin Chaise Lounge in White is a heavy-duty lounge - perfect for hotels, resorts and community swimming pools. [More Details](#) ▾

Select:



How to get it

☒ **Ship to Home**

Delivered by January 18 [Change Zip](#)

FREE Shipping for [Perks Members](#)

TOTAL FROM Leslies 2719.84 + 347.93 tax = 3067.77

amazon prime

Deliver to Marvin Smithville 64089

All ▾ ring floodlight camera wired pro



EN ▾

Hello, marvin Account & Lists ▾

ALL Medical Care ▾ Amazon Basics Livestreams Buy Again Customer Service Today's Deals Shop By Interest Best Sellers Whole Foods Coupons Household, Health & Baby Care Find a Gift Handmade Start your Amazon

Amazon Devices ▾ Connected Home ▾ Doorbells & Cameras ▾ Lighting ▾ Security Systems ▾ Smart Home ▾ Pets ▾ Subscription Plans ▾ Trade-In

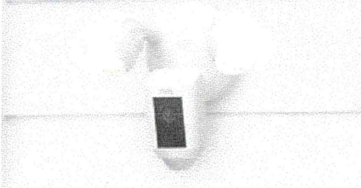
Last purchased Aug 25, 2021

Color: White | Size: 1 Camera | Configuration: Floodlight Cam Wired Plus Only | [View order](#)

[Set reminder](#)



Floodlight Cam Wired Plus



Ring Floodlight Cam Wired Plus with motion-activated 1080p HD video, White (2021 release)

Visit the Ring Store

4.7 ★★★★★ 32,785 ratings | 1000+ answered questions

7K+ bought in past month

\$199.99

Or \$16.67 /mo (12 mo). Select from 2 plans

[prime](#) Overnight

FREE Returns ▾

Save 20% with Trade-In

With Amazon Business, you would have saved \$125.18 in the last year. Create a free account and save up to 4% today.

Get a \$100 Gift Card: Pay \$99.99 ~~\$199.99~~ upon approval for Prime Visa. No annual fee.

\$199.99

[prime](#) Overnight

FREE Returns ▾

FREE delivery Overnight

4 AM - 6 AM. Order within 6 hrs 12 mins.

Deliver to Marvin - Smithville 64089

In Stock

Quantity: 1 ▾

[Add to Cart](#)

[Buy Now](#)

Amazon #2 199.99 + tax 16.95 = 216.94



41' 4" x 16' 4" deep (660 sq foot) Patio add on for clubhouse exterior eating and social area.

Our clubhouse is rented by Smithville Citizens for events.

Bid 1

CONCRETE SERVICES
3085 Lowman Rd.
Smithville, MO 64089
(816) 532-1505

PROPOSAL

Page No. _____ of _____ Pages

DESCRIPTION OF JOB

PROPOSAL SUBMITTED TO:

MARVIN ATKINS

| | | | |
|------------------------------|--|---------------|-----|
| ARCHITECT | | DATE OF PLANS | |
| JOB CEDAR LAKE CLUB HOUSE | | | |
| ADDRESS 107 W. Main St | | | |
| CITY Smithville | | STATE | ZIP |
| PHONE 816-651-7594 | | DATE | |

WE HEREBY SUBMIT SPECIFICATIONS AND ESTIMATES FOR:

BID FOR REBON AND MATERIALS

TO INSTALL PUTTO AT CLUB HOUSE

APPROXIMATELY 12 X 41 4" THICK

REBON ON 2' CANTERS USING 4000 LB PSI

CONCRETE

TOTAL \$4000⁰⁰

We hereby propose to furnish material and labor, complete in accordance with above specifications, for the sum of _____ dollars (\$ _____)

with payment to be made as follows: _____

All material is guaranteed to be as specified. All work is to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from specifications involving extra costs will be executed upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Worker's Compensation Insurance.

Authorized Signature _____

Note: This proposal may be withdrawn by us if not accepted within _____ days.

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Date of Acceptance: _____

Signature _____

Bid 2 – PWC Concrete - \$5248.00

Estimate

PROPOSAL NO.

SHEET NO.

DATE

1-19-24

PROPOSAL SUBMITTED TO:

WORK TO BE PERFORMED AT:

NAME Marvin Adkins
ADDRESS 405 Wright Valley Rd.
Smithville Mo.
PHONE NO. Jmadkins@kc.rr.com

ADDRESS

DATE OF PLANS

ARCHITECT

We hereby propose to furnish the materials and perform the labor necessary for the completion of

656 sqft slab lightly broomed 4" thick \$5,248

any special equip to access site not included

Total \$5,248

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of _____

Dollars (\$) _____) with payments to be made as follows.

Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.

Respectfully submitted

Richard Matthews

Per

PWC concrete

Note — this proposal may be withdrawn by us if not accepted within 30 days.

ACCEPTANCE OF PROPOSAL

The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

Signature

Bid 3 – Platinum Paving - \$11546.40

PLATINUM PAVING AND
CONCRETE
832 Cheyenne Ave
Kansas City, KS 66105
8167020013
Platinumpavingkc@gmail.com
www.platinumpavingkc.com



Estimate 5870

| | | | | |
|-----------------------|-----------------------|------------|-------------|------------|
| ADDRESS | SHIP TO | DATE | TOTAL | EXPIRATION |
| CEDAR LAKES HOA | CEDAR LAKES HOA | 01/18/2024 | \$11,546.40 | DATE |
| 4505 Wright Valley Rd | 4505 Wright Valley Rd | | | 02/18/2024 |
| Smithville, MO | Smithville, MO | | | |

| ACTIVITY | DESCRIPTION | AMOUNT |
|----------|---|-----------|
| Concrete | Base Bid Scope of Work: 1. 4" Concrete Patio: Remove 16' x 41'2" area of soils and dump on site Furnish and install (1) 16' x 41'2" x 4" steel reinforced concrete patio 2. All work to be completed in (1) mobilization during normal business hours, 1 @ \$11,546.40 | 11,546.40 |

Cedar Lake Estates 2024 Budget

| | 24 Budget | Info |
|---------------------|---------------------|-------------------|
| Income | | |
| Dues | | |
| Annual Assessments | \$ 62,280.00 | 173 - units x 360 |
| Club House | \$ 1,500.00 | |
| Total Income | \$ 63,780.00 | |

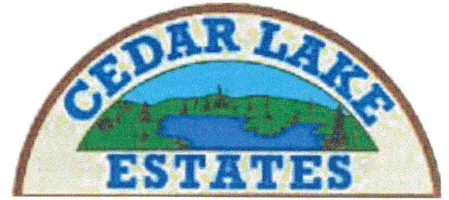
| | | |
|-----------------------------|--------------|-----------------------|
| Expenses | | |
| Reserve | | |
| Deposit to reserve funds | \$ 3,000.00 | |
| Loan | | |
| Loan | \$ 10,987.00 | |
| Admin | | |
| Appfolio | \$ 3,230.00 | |
| Zoom | \$ 150.00 | |
| WIX | \$ 324.00 | |
| Printing, Postage, Supplies | \$ 250.00 | |
| Social | \$ 300.00 | |
| Annual Registration | \$ 25.00 | |
| Insurance | \$ 6,500.00 | General cost increase |
| Utilities | | |
| Electricity | \$ 3,750.00 | General cost increase |
| Water & Trash | \$ 1,000.00 | General cost increase |
| Phone | \$ 500.00 | 5 months |
| Internet | \$ 600.00 | |
| Grounds | | |
| Mowing | \$ 6,500.00 | General cost increase |
| Landscaping | \$ 500.00 | |
| Pond Chemicals | \$ 550.00 | |
| Tree Trimming around ditch | \$ 2,000.00 | |
| Capital Improvements | \$ 300.00 | trail repair ? |
| Clubhouse | | |
| Maintenance | \$ 500.00 | |
| Supplies | \$ 200.00 | |
| Security (Ring) | \$ 200.00 | |
| New doors / Locks | \$ 4,000.00 | |

| | | |
|-------------------------|-----------|------------------|
| Playground | | |
| Equipment / Repairs | \$ | 500.00 |
| Pool | | |
| Maintenance / Chemicals | \$ | 16,000.00 |
| Repair | \$ | 1,500.00 |
| Permits Licenses | \$ | 300.00 |
| Total Expenses | \$ | 63,666.00 |

| | | |
|--------------|-----------|---------------|
| Total | \$ | 114.00 |
|--------------|-----------|---------------|

| | | |
|---|----|----------|
| Capital Reserves Expense | | |
| Patio and pool Furnature (Matched by City Grant) | \$ | 5,572.96 |

BYLAWS OF
CEDAR LAKE ESTATES HOMEOWNER ASSOCIATION
As amended 04/27/2023



At a duly noticed meeting of the Board of Directors, having all members of the Board present, which meeting occurred on 04/27/2023 these Bylaws of Cedar Lake Estates Homeowner Association were adopted. All previous Bylaws are rescinded.

Article I
Office, Records, Seal, Digital Presence

1. Registered Office and Agent. The Corporation shall have and continuously maintain a registered office and a registered agent in the State of Missouri. The registered agent of the Corporation is named by the Board of Directors and reflected in filings with the State of Missouri Secretary of State (<https://www.sos.mo.gov>).
2. Records. The Corporation shall keep correct and complete books and records of account, shall keep minutes of the proceedings of its Board of Directors and of committees having any of the authority of the Board of Directors.
3. Seal. The Association may adopt a corporate seal. The seal may be used by causing it, or a facsimile thereof, to be impressed or affixed or in any other manner reproduced.
4. The Board of Directors shall periodically review and specify a digital communication strategy for the Association.

Article II
Definitions

1. Association. The term "Association" shall mean or refer to the corporation commonly known as the Cedar Lake Homeowners Association.
2. Board. The term "Board" shall mean the Board of Directors of the Association.
3. Common Areas. The term "Common Areas" shall mean any property within Cedar Lake Estates which is identified on the Plats of Cedar Lake Estates.
4. Director. The term "Director" shall mean individuals elected by Members to serve on the Association's Board of Directors.
5. Good Standing. The term "Good Standing" shall mean or refer to Members with no outstanding assessments.

6. Lot. The term "Lot" shall mean or refer to any numbered plot of land shown upon any recorded subdivision Plat of Cedar Lake Estates.

7. Members. The term "Members" shall mean or refer to each Owner entitled to membership in the Association.

8. Officers. The term "Officers" shall mean individuals elected by Directors to serve as an Officer of the Association.

9. Owner. The term "Owner" shall mean or refer to the recorded owner, whether one or more persons or entities, of the simple title to a Lot. If a Lot has one or more owners, they are considered collectively 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.

ARTICLE III

Association Membership, Voting, Common Area Access

1. Membership. Association Membership is open to all Owners within Cedar Lake Estates, a subdivision of the City of Smithville, Missouri. 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 Association membership. Renters are not considered owners or members.

2. Voting. Members in Good Standing 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 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 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 vote be cast with respect to any one Lot.

3. Proxies. Each Member in Good Standing may vote by proxy. All proxies should be delivered to the Association Secretary prior to the start of a Member meeting, be in writing, describe the issue(s) for which the proxy is to be exercised, contain an expiration date, and be signed by the Member. Any proxy not meeting these requirements will be disqualified. Moreover, the Secretary shall confirm the Member is in Good Standing prior to counting the proxy vote. Should ownership of any Lot for which a proxy has been granted transfer prior to the stated expiration date, the proxy will be terminated. Only one proxy vote per Lot per issue may be exercised.

4. Access to Common Areas. Common Area property and amenities are maintained for the benefit of Members in Good Standing and their guests.

ARTICLE IV

Member Meetings

1. Annual Meetings. An annual meeting of Members shall be held each year at a time and place selected by the Board of Directors. The agenda shall include, but may not be limited to, election of Directors, review of approved budget, capital improvement plans, Treasurer report, and announcement of annual assessments.

2. Special Meetings. The Board may call a special Member meeting at any time for any reason. The Board is obligated to schedule a meeting upon receiving a written request of one-fourth of all Members in Good Standing. The purpose of the meeting must be stated in the request so proper notice can be provided.

3. Notice of Meetings. Notice of each Member meeting shall be given by the Association's Secretary by posting on CLEHOA official calendar, and by First Class mail to Members who have not provided means for electronic notice. Notice of Membership meetings should be provided not less than 15 days prior to the scheduled date. The notice shall specify the place, day and hour of the meeting. In the case of a special meeting, the notice shall state the purpose of the meeting. All meetings that are posted should contain the optional "On Line" viewing links when possible.

4. Quorum. Representation, either in person or by proxy, of one-tenth of all votes that could legally be cast shall constitute a quorum. If, however, a quorum is not present or represented by proxy at any meeting, the Members entitled to vote at the meeting shall have the power to suspend the quorum requirement with a 76 percent or greater affirmative vote. The existence or absence of a quorum and parliamentary action to suspend, including vote results, will be recorded by the Secretary in meeting minutes. In cases where the Quorum requirement is not satisfied or not suspended, the meeting will be terminated with no further action required by the Board.

5. Minutes. The Secretary of the Association shall record minutes of Member meetings. The minutes will be available through approved digital communication channels.

ARTICLE V

Board of Directors

1. Number. The Board of Directors shall be comprised of at least five persons. All Directors must be Members of the Association in Good Standing.

2. Election. Directors will be elected to two-year terms with staggered terms so that two Directors are elected in even-numbered years and three Directors are elected in odd-numbered years. All other Directors will serve a two year term from the date of their election to the board.

3. Vacancies. Board of Director vacancies will be filled by simple majority vote of remaining Directors. The successor Director will serve out the unexpired term.

4. Compensation. Directors will serve without compensation. Expense reimbursements must be approved by the Board prior to payment.

5. Committees. The Board of Directors may designate one or more committees which shall consist of two or more Directors. Such committees shall be designated by resolution of the Board of Directors and shall have the authority of the Board of Directors in the management of the Association to the extent provided in said resolution. Established committees shall submit reports to the Board of Directors quarterly or more frequently as warranted. The content of these reports will be included in Board meeting minutes.

ARTICLE VI

Meetings of the Board of Directors

1. Place of Meeting. All meetings of the Board of Directors, annual, regular, or special, will be held at the clubhouse office located at 405 Wright Valley Road, Smithville, Missouri 64089, as well as being available on a Social Media platform for those. (like Zoom or Teams)

2. Annual Meetings. The annual meeting of the Board of Directors shall be held within 14 days of the annual Member meeting. The agenda for the annual meeting shall include, but not be limited to, review of Association Bylaws, operational policies and procedures, current budget, existing contracts, and capital improvement plans.

3. Special Meetings. The Board may call a special meeting at any time for any reason.

4. Notice of Meetings. Notice of each Board meeting shall be given by the Association's Secretary via approved Association electronic media channels. Notice of Board meetings should be provided not less than 15 days prior to the scheduled date. The notice shall specify the place, day and hour of the meeting. In the case of a special meeting, the notice shall state the purpose of the meeting. Board meetings are open to all Members in Good Standing.

5. Quorum. A simple majority of Directors shall constitute a quorum. Directors may participate in any meeting of the Board by means of conference telephone, video calls, or internet enabled means whereby all persons participating in the meeting can hear each other. Participation in a meeting in this manner shall constitute Director presence for determining a quorum. Board meeting minutes must reflect fact a quorum

existed. Actions of Directors taken in meetings where a quorum is present shall be considered official and binding on the Association.

6. Minutes. The Secretary of the Association shall record minutes of all Board meetings. All decisions (approval, rejection, or deferral) must be recorded. No meeting minutes are considered official until approved by the Board. Following approval, Board minutes will posted per the Board-approved communication policy.

ARTICLE VII

Officers

1. General. The Officers of the Corporation shall consist of a President, Vice President, Secretary, and Treasurer and such other positions as the Board may designate from time to time. The Officers shall be Members of the Board of Directors. No single person can hold more than one Officer position.

2. Election. Officers will be elected at the annual Directors' meeting to one-year terms.

3. Vacancies. Officer vacancies will be filled by simple majority vote of the Board. The successor Officer will serve out the unexpired term.

4. Compensation. Officers will serve without compensation. Expense reimbursements must be approved by the Directors prior to payment.

5. President. The President shall preside over all Member and Board meetings. The President shall be the chief executive of the Association and shall see that all orders and resolutions of the Board are carried into effect, execute all documents requiring a seal under the seal of the Association, and have general duties, powers and responsibilities outlined by the Board.

6. Vice President. The Vice President shall work in cooperation with the President, perform such duties as the Board of Directors shall assign to the Vice President, and in the absence or incapacity of the President, shall be vested with all the powers and perform all the duties of the office of President.

7. Secretary. The Secretary shall attend all Member and Board meetings and shall record or cause to be recorded all votes taken and the minutes of all proceedings thereof in the minute book of the Association to be kept for that purpose. The Secretary shall give or cause to be given notice of all Member and Board meetings, shall be the custodian of all the books, papers and records of the Association and of the corporate seal, shall affix the seal when authorized by the Board of Directors or the President to all proper instruments, attesting same, and at such reasonable times as may be requested, shall permit an inspection of the books, papers and records of the Association by any Director.

As general guidance, minutes should reflect:

- ☐ Establishment of a quorum
- ☐ Identification of old business item
- ☐ Identification of new business items
- ☐ Motions and seconds
- ☐ Vote results
- ☐ Committee reports
- ☐ Summary of invited guest presentations

Discussions and decisions (approval, rejection, or deferral) made via any electronic means must be reported. Board minutes are not considered official until approved at the next meeting. Following approval, minutes are posted pursuant to the Board-approved communication policy.

8. Treasurer. The Treasurer shall oversee safekeeping of Association funds and maintenance of full and accurate accounts of receipts and disbursements in books belonging to the Association. The Treasurer shall keep or cause to be kept all other books of account and accounting records of the Association and shall deposit or cause to be deposited all moneys and other valuable effects in the name and to the credit of the Association in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse or permit to be disbursed the funds of the Association, as may be ordered or authorized generally by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the Board of Directors, whenever they may require it, an account of all transactions under the Treasurer's jurisdiction and the financial condition of the Association. The Treasurer shall render an annual report of the financial condition of the Association to Members and the Board at their respective annual meetings.

ARTICLE VIII

Operations

1. Fiscal Year. The Association's fiscal year shall run January 1 to December 31.
2. Asset Inventory. An inventory of Association physical assets shall be maintained and updated annually.
3. Capital Improvement Plan. The Board shall establish a multi-year capital improvement plan. The plan should be presented at the annual meeting of Association Members.
4. Operating Budget. The Board shall prepare a budget prior to setting annual assessments. The budget will be approved by the Board and presented at the annual meeting of Association Members. The operating budget will include capital improvement

plan items for the year. The Treasurer will present the Board with actual-to-budget comparisons no less frequently than quarterly.

5. Annual and Special Assessments. Board-approved assessments will be presented at meetings of the Association Members

6. Use of Funds. The Board shall apply funds to the following:

- a) Operating costs and expenses of the Association;
- b) Planning, design, acquisition, improvement, construction, maintenance and equipping of Common Property Improvements;
- c) Association programs and services conducted on or in the Common Property;
- d) The payment of principal and interest when due on all loans made to the Association;
- e) The payment of all real estate, personal property, and corporation taxes and assessments, if any, separately levied upon or assessed against the Association or any property owned by the Association;
- f) The payment of all premiums and charges for all policies of insurance or surety bonds, as deemed by the Board to be necessary and appropriate;
- g) Such other expenses and charges as are determined by the Board, in its subjective good faith discretion, to be reasonably incidental to maintenance of the Association and the Common Property.

7. Reserve Funds. The Board shall not be obligated to spend in any calendar year all sums collected, and the Board shall not be obligated to apply any surplus to the reduction of annual assessments in succeeding years. Maintenance of a reserve balance serves to insulate the Association from unexpected expenditures and/or fund planned capital improvements.

8. Borrowing Authority. The Board is granted the right and power to borrow funds to design, acquire, improve, construct, maintain, or equip Common Property Improvements. This includes:

- a) Assign or pledge current and future revenues received by the Association; and
- b) Mortgage Common Property Improvements.

9. Taxes. The Treasurer is authorized to oversee preparation of tax returns and payment of taxes on behalf the Association.

10. Emergency expenses. In the event there is a need for a life safety or property safety emergency purchase, the President with the approval of The treasure have that power to make said purchase up to \$5.000 without the vote of the board. Notification of said needs must be communicated to the board via electronic communications immediately. As well as being reported on the next meeting's minutes.

10. Corporate Fees. The Treasurer is authorized to oversee submission of information and payment to the State of Missouri to keep the Association in good standing.

11. Financial Recordkeeping. A double entry fund accounting system will be maintained. Assessments or other revenue checks are to be written to "Cedar Lake Estates Homeowner Association" and not to a single individual. Collected funds shall be deposited on a timely basis. The President and Treasurer are authorized to pay expenses of the Association. Any request for reimbursement not supported by receipts in excess of \$50 requires approval of the Board prior to payment. Any expense over \$250 will require the check to be signed by both the President and Treasurer. The use of cash to pay expenses is prohibited. The Treasurer will present the Board with actual-to-budget comparisons no less frequently than quarterly. Financial reports consisting of income, expense, cash balance, and reserve account balance will be presented at Board meetings.

12. Insurance. The Board shall secure adequate property and casualty insurance on behalf of the Association. The Board is also authorized to purchase Directors and Officers insurance on behalf of the Association.

13. Contracts. The Board is authorized to enter into contracts on behalf of the Association. Only the President and Board members are authorized to sign contracts on behalf of the Association. All contracts must be in the name of Cedar Lake Estates Homeowner Association. Bids are required to include a written description of services to be rendered, applicable timeframes, regulatory compliance such as building permit or health department inspection, and cost. Evidence of bonding and workers' compensation insurance is also required. As necessary, the contract should provide for the Association to receive a waiver of liens from the contractor upon final payment. While not always possible, good faith effort should be made to obtain more than one bid.

14. Legal Counsel. The Board may engage legal counsel at its sole discretion.

15. Property Management Company. The Board may engage a property management company to oversee any portion of Association affairs and property.

16. Collections Agency. The Board may engage a collections agency at its sole discretion.

17. Depository Institution. The Board shall periodically review and designate a depository institution for the Association.

18. Right to Inspect. Members in good standing shall have the right to review Association financial records at the clubhouse. A request should be submitted in writing, following which a mutually agreeable date and time will be set. Documents protected by attorney-client privilege will not be made available. Any fees incurred by the Association

will be paid by the Member requesting record access. All records will remain in the custody of the Association.

19. Conflicts of Interest. A conflict of interest exists whenever any contract, decision, or other action taken by or on behalf of the Association provides potential financial gain to Directors or Officers, including spouses, children, parents, in-laws, siblings (by blood or marriage), or business interests. Officers and Directors are required to disclose all real or perceived conflicts of interest and abstain from voting on all related motions. The Secretary shall record disclosures and abstentions in the minutes.

ARTICLE IX

Indemnification of Directors and Officers

1. Indemnification and Advancement of Expenses. The Directors and Officers of the Association shall be indemnified to the maximum extent permitted by law. Expenses incurred by a Director or Officer of the Association in defending a civil or criminal action, suit or proceeding shall be paid by the Association in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of the Director or Officer to repay such amount if it is ultimately determined that the Director or Officer is not entitled to be indemnified by the Association as authorized by the Kansas General Corporation Code. The foregoing right of indemnification and advancement of expenses shall in no way be exclusive of any other rights of indemnification and advancement of expenses to which any such Director or Officer may be entitled by agreement, vote of Members or of disinterested Directors, or otherwise.

2. Continuation of Rights. All rights of indemnification and advancement of expenses under these Bylaws and under the Kansas General Corporation Code shall continue as to a person who has ceased to be an Officer or Director and shall inure to the benefit of the heirs, executors and administrators of such a Director or Officer.

3. Indemnification Insurance. The Corporation may maintain insurance, at its expense, to protect itself and any Director, Officer, employee or agent of the Association against any such expense, liability or loss, whether or not the Association would have the power to indemnify such person against such expense, liability or loss under the Kansas General Corporation Code.

ARTICLE X

Assessments and Fines

As more fully provided in the recorded covenants, each Member is obligated to pay to the Association assessments that are secured by a continuing lien upon the assessed Lot. The Board of Directors shall have complete discretion and control over all assessments and fines. If an assessment is not paid within 30 days after the

delinquency date, the assessment shall bear interest from the date of delinquency at the rate of 12 percent per annum, and the Association may bring an action at law against the Member personally obligated to pay the same or foreclose the lien against the Lot, and interests costs and reasonable attorneys' fees of any such action shall be added to the amount of the assessment. The Board shall periodically review and specify a fines schedule which will include a notification and communication process in addition to remedies including fine amounts and triggers for legal action. No Member may waive or otherwise escape liability for assessments and fines by non-use of the Common Areas or abandonment of a Lot.

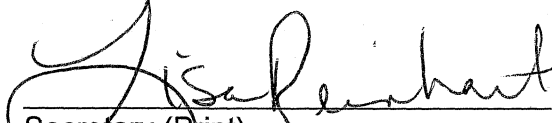
ARTICLE XI Amendments

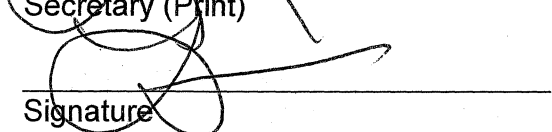
The Board of Directors shall have the power to make, alter, amend and repeal the Bylaws of the Association at any regular or special meeting of the Board.

CERTIFICATE

I, the undersigned, hereby certify that I am the Secretary of Cedar Lake Estates Homeowner Association, a Missouri non-profit Corporation, and the keeper of its corporate records; that the foregoing Bylaws were duly adopted by said Corporation's Board of Directors as and for the Bylaws of said Corporation, effective 04/28/23, that the foregoing constitute the Bylaws of said Corporation, and that such Bylaws are now in full force and effect.

Dated: 04/27/23

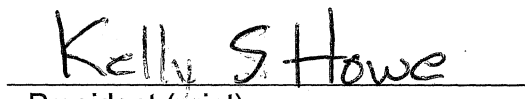


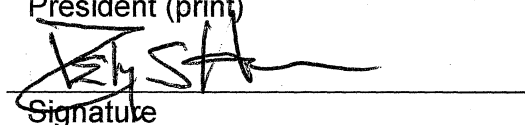
Secretary (Print)


Signature

Date

4-28-23



President (print)


Signature

Date

4-28-23

FOREST OAKS ESTATES



NEIGHBORHOOD BEAUTIFICATION

GRANT APPLICATION

Forest Oaks Estates HOA would like to upgrade our 25 year old subdivision entrance sign located on the **northwest corner** of Aspen and N Virginia.

Our current sign is rotting and shifting. Photos enclosed.
We will remove it and repurpose it by our playground.

We have received bids for a new 12 foot faux stone monument sign to be placed on the **southwest corner** of our HOA owned property.
The SW corner of Aspen and N Virginia has access to electrical service enabling us to illuminate the sign.

More information about Forest Oaks Estates, HOA common areas, CC&Rs, Bylaws and interactive maps can be accessed at

<https://sites.google.com/view/forest-oaks-estates-hoa/home>

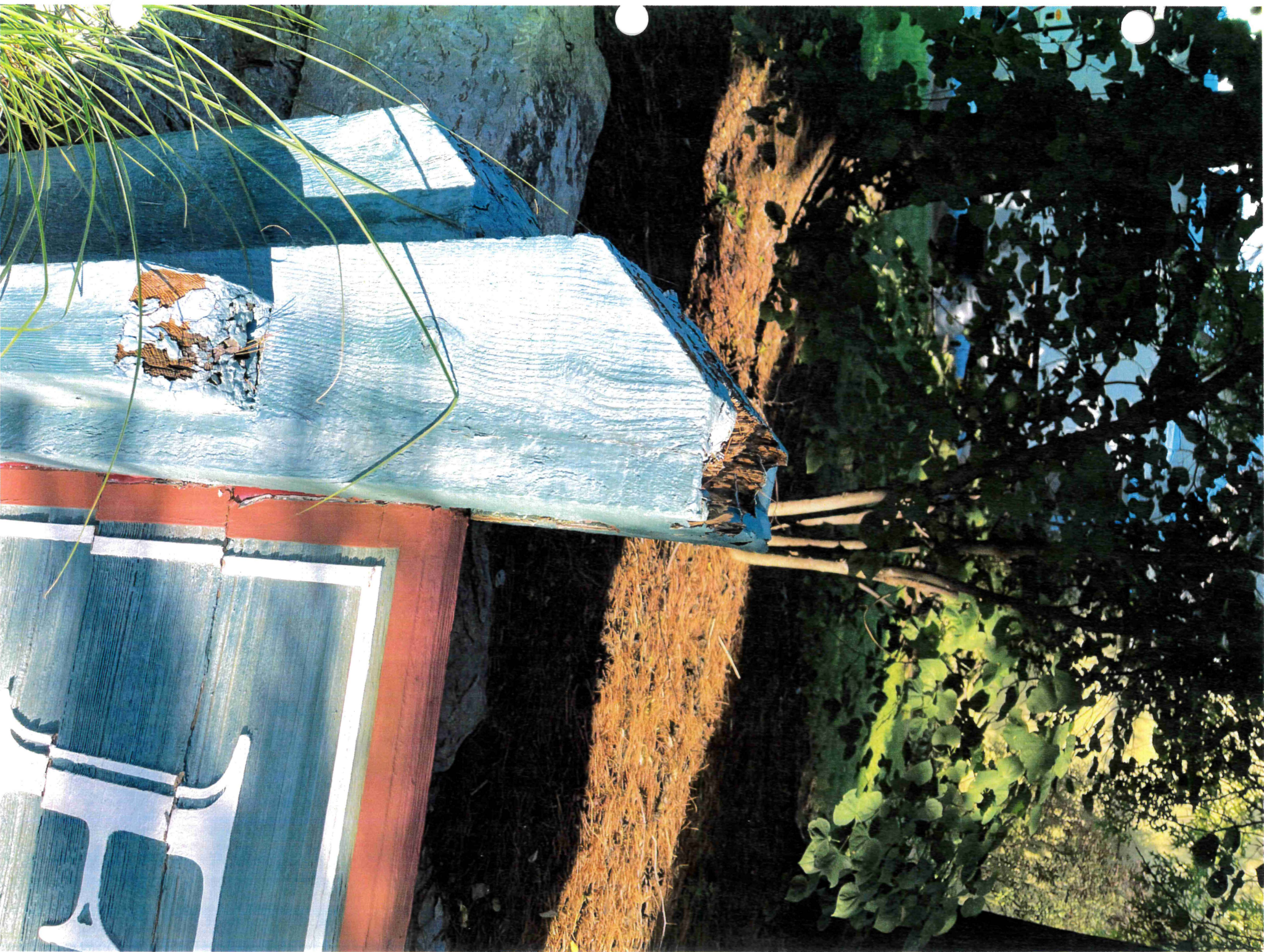
Debra Kohl
HOA Treasurer Forest Oaks Estates
debrakohl@ymail.com
314-795-2971



OLD SIGN

N. 11th Street

ASIDE OF N. VIRGINIA







NEW SIGN LOCATION SW CORNER ASPEN & N. LRS. DR. A

Forest Oaks Estates (6/9/2021) 🔍 ⋮

11,623 views
Published 3 days ago

SHARE



Property Lines (estimated)



Common Area 1 - Front Entrance



Front Entrance Median



Front Entrance Left



Front Entrance Right



Common Area 2 - Open Walking Trail



Common Area 3 - Playground



Common Area 4 - Sand Volleyball Court



Common Area 5 - Wooded Walking Trail





Neighborhood Beautification Grant Application City of Smithville, MO

Applicant Information

Neighborhood or Homeowners' Association Name: FOREST OAKS ESTATES HOA Date: January 29, 2024

Address: 805 Cherry Ln

Street Address

Smithville

MO

64089

City

State

ZIP Code

Phone: 314-795-2971

Email: debrakohl@gmail.com

Contact Person: Debra Kohl

Title: HOA Treasurer

Project Title: Subdivision Entrance signage

Brief Description of the proposed Project:

Replacement of current Subdivision old entrance sign with new faux stone entrance sign.

Budget Information

The amount of grant funds awarded to the neighborhood ranges from \$50 - \$25,000. All funds awarded are required to have matching funds contributed from the neighborhood. Matching funds can come in the form of actual funds or in-kind donations such as volunteer hours or equipment. The required match must be equal to 50% of the total project cost. (e.g., if total project cost is \$10,000, the neighborhood or homeowners' association contributes \$5,000 and requests \$5,000 in grant funds from the program.) Volunteer hours are calculated at the rate of \$20/hour and must be confirmed at the completion of the project.

Total Project Cost: \$14,630.00

Grantee Cash Contribution: \$7,315

Grantee In-Kind Contribution: 0

Grant Amount Requested: \$7,315

Project Information – Please attach additional documentation if needed

Expected Project Start Date April 2024 Expected Completion Date May 2024

Description of how this project will enhance the neighborhood:

Our current entrance sign is over 25 years old and needs upgraded to reflect our wonderful nei

Description of how the grant funding will be matched by the organization:

Matching funds will be provided from our Forest Oaks Estates HOA reserve funds.

Description of how the project will be maintained or funded in the future, if necessary:

Funding to be budgeted in our HOA operating funds.

Prior Awarded Projects

Have you been awarded Neighborhood Beautification Grant funding for a previous project?

No

If yes, please provide a project update:

Required Attachment Checklist

In addition to this application, the following documents will be required to fully assess the proposed project:

- ☒ A detailed Project Budget shown through a completed Attachment A (*Example Included*)
- ☒ Photos of the proposed project area
- ☒ Plan or map showing the location of the project and projected improvements
- ☒ At least three estimates for all work
- ☒ Letter of authorization from any agencies, utilities, or property owners affected by the project
- ☒ Letter of approval of use of funds from the neighborhood or homeowners' association Board
- ☒ If using cash contribution for the match, proof of available funds
- ☒ If planning to use volunteer hours for an in-kind match, a completed Volunteer Pledge Sheet (Attachment B)
- ☒ A copy of the by-laws for your neighborhood or homeowners' association
- ☒ A list of the current neighborhood or homeowners' association board members

Disclaimer and Signature

I, the applicant, understand and agree that all applicable required City permits, which may include a building permit, right of way permit, must be obtained before work begins.

I, the applicant, confirm that I have read the terms of the application and that I am acting on behalf of my neighborhood or homeowners' association, in accordance with their expressed wishes, which were determined by a vote or consensus of the majority of the neighborhood stakeholders. I understand that acting without consent of my organization may cause my neighborhood to be ineligible for future grants.

Authorized Agent's Signature: _____

Debra Kohl

Date: _____

2-10-24

Treasurer, Forest Oaks HOA

Attachment A: Detailed Project Budget Form

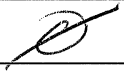
| TOTAL PROJECT COST (grant funds requested plus applicant match) | | |
|--|--------------------------------|--------------------|
| List all items/service required for project completion. | | |
| Vendor/supplier: | Item/service: | Amount: |
| KC CUSTOM SIGNS | 12 ft Faux Stone Monument Sign | \$11,000.00 |
| | | |
| Warrior Lawn and Landscape | Brush removal and site prep | \$1,530.00 |
| Warrior Lawn and Landscape | New Mulch | \$1,350.00 |
| Warrior Lawn and Landscape | New plants | \$750.00 |
| Warrior | | |
| | | |
| | | |
| | | |
| Total Project Cost | | \$14,630.00 |

| CASH MATCH CONTRIBUTION | | |
|--|---|-------------------|
| List any cash that will be contributed by your organization or others. | | |
| HOA/entity contributing cash | Item/services to be paid (if specified): | Amount: |
| Forest Oaks Estates HOA | 50% of project match | \$7,315.00 |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| Total Cash Contribution | | \$7,315.00 |

| IN-KIND MATCH CONTRIBUTIONS | | |
|--|-------------------------------------|---------------|
| List any services or supplies that will be contributed by your organization or others. | | |
| HOA/entity donating | Item/services to be donated: | Value: |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| Total In-Kind Contribution | | |

| | |
|--|-------------------|
| Total Project Cost | \$14,630 |
| Total Cash Contribution | \$7,315.00 |
| Total In-Kind Contribution | 0 |
| Total Grant Amount Requested from the NBG Program | \$7,315.00 |

Attachment B: Volunteer Pledge Form
In-kind match of volunteer hours is rated at \$20 per hour.

| Name | Phone Number | # of Hours Pledged | Signature |
|---|--------------|--------------------|-----------|
|  | | | |
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| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| TOTAL HOURS PLEDGED | | | |



EXISTING SIGNAGE



PROPOSED SIGN SAMPLE



DESCRIPTION

- 1- CUSTOM FOAM MONUMENT
- ARCHED DESIGN
- FOAM DIMENSIONAL LETTERS
- FAUX STONE COLUMNS/BASE
- POST MOUNTED 30" BELOW FROST LINE

COLORS



PMS
349C



WHITE



EXTERIOR SIGNAGE
FAUX STONE MONUMENT

JAN 2024 - PAGE 1/2

| <u>SIGN DESCRIPTION</u> | <u>UNIT PRICE</u> | <u>QTY</u> | <u>TOTAL</u> |
|--------------------------------|--------------------------|-------------------|---------------------|
| FAUX STONE MONUMENT | \$8,550.00EA | 1 | \$8,550.00 |
| CITY FEES AND PERMITS | \$250.00EA | 1 | \$250.00 |
| REMOVAL AND INSTALLATION | \$2,200.00EA | 1 | \$2,200.00 |

TOTAL JOB COST \$11,000.00 +TAX IF APPLICABLE

50% DEPOSIT REQUIRED TO BEGIN PRODUCTION 6-8 WEEK LEAD TIME FROM DEPOSIT DATE
 QUOTES ARE EFFECTIVE FOR 45 DAYS AND ONLY VALID FOR THE SPECIFICATIONS DISCUSSED

Date: 1/24/24

Customer: FOREST OAKS

Attn: DEBRA KOHL

Email: debrakohl@ymail.com

Phone: (314) 795-2971

Address:

File Location: a_clients/DEF/FOREST-OAKS/MONUMENT.cdr



816.388.9520



info@kccustomsigns.com



20215 S. State Route Y Belton, Mo 64012





8248 NW 101st Terrace #13
Kansas City, MO 64153
(816) 216-6109

ESTIMATE

EST-7616

Payment Terms: Cash Customer

DESCRIPTION: Monument Sign, Installed

Bill To: Forest Oaks Estates
805 Cherry Lane
Smithville, MO 64089
US

Installed: Forest Oaks Estates
Forest Oaks Estates
Corner of Virginia and Aspen
805 Cherry Lane
Smithville, MO 64089
US

Requested By: Debra Kohl
Email: debrakohl@gmail.com
Work Phone: (314) 795-2971
Cell Phone: (314) 795-2971

Salesperson: Jeff Dorward

| PRODUCTS | QTY | UNIT PRICE | TOTALS |
|---|-----|------------|------------|
| 1 120" x 48" Benchmark Foam Monument Sign, Single Sided | 1 | \$9,096.00 | \$9,096.00 |
| 1.1 Miscellaneous (V) - Text: Forest Oaks Estates Notes: MODEL #3 120 X 48 X 22 SINGLE SIDED ONE COLOR STUCCO FINISH EIFS STONE FINISH ON COLUMNS AND BASE | | | |
| 2 Artwork Charge - C | 1 | \$200.00 | \$200.00 |
| 2.1 Artwork Charge - C - Notes: Includes 4 proofs. Additional Revisions \$100 each | | | |
| 3 Site Visit | 1 | \$200.00 | \$200.00 |
| 3.1 Site Visit - | | | |
| 4 Permit Non-KCMO | 1 | \$300.00 | \$300.00 |
| 4.1 Permit Acquisition Non-KCMO - | | | |
| 5 Remove/Installation | 1 | \$1,200.00 | \$1,200.00 |
| 5.1 In-House Installation, MO - 5.2 Miscellaneous - Text: Remove old monument sign and disposal. Install new Benchmark sign. | | | |

Orders Over \$200: 50% Deposit Required to Start Order, 50% Upon Completion
Orders Under \$200: Payment in Full Required to Start Order

| | |
|---------------------|--------------------|
| Subtotal: | \$10,996.00 |
| Taxes: | \$799.46 |
| Grand Total: | \$11,795.46 |

All pricing is estimated and subject to change based on final specifications.

Customer assumes responsibility for obtaining landlord approval of sign and



The Way to Grow Your Business

1005 Middlebrook Drive
Suite B
Liberty, MO 64068
(816) 429-6925

INVOICE

INV-8723

Payment Terms: Cash Customer

Created Date: 1/3/2024

DESCRIPTION: Entrance Monument Sign

Bill To: Forest Oaks Estates
1005 Middlebrook Dr Suite B
Liberty, MO 64068
US

Pickup At: Signarama Kansas City North
1005 Middlebrook Drive
Suite B
Liberty, MO 64068
US

Ordered By: Debra Kohl
Email: debrakohl@gmail.com
Work Phone: (314) 795-2971
Cell Phone: (314) 795-2971

Salesperson: Lisa Freidel
Email: lisa@signarama-kcnorth.com

| NO. | Product Summary | QTY | UNIT PRICE | AMOUNT |
|-----|--|-----|-------------|-------------|
| 1 | 12.5ft Monument Sign, Non Lighted - OPTION 1 | 1 | \$16,225.00 | \$16,225.00 |
| 1.1 | Monument Sign - Hardened Foamcore Monument Part Qty: 1 Text: A popular and durable sign solutions for your neighborhood. 58in X 149.5in X 16in deep non lighted, hardened foamcore monument sign with stucco like face finish and stone like columns. Two pole sleeves interior to set sign. Raised and painted letters, logo and lines . | | | |
| 1.2 | Post, Steel Pipe 2 3/8" dia 10' length - Steel Posts and Concrete Part Qty: 2 Text: Includes 2ea. steel posts and concrete. Posts and buried and set in concrete ball and sign sits over the top of the posts. "This does not include a concrete pad since the area must be landscaped. | | | |
| 1.3 | Labor, Non-Taxed, OL - Labor Part Qty: 1 | | | |
| 2 | 10.5ft Monument Sign, Non Lighted - OPTION 2 | 1 | \$13,837.50 | \$13,837.50 |

| | | | | |
|-----|---|---|------------|------------|
| 2.1 | Monument Sign - Hardened Foamcore Monument Part Qty: 1 Text: A popular and durable sign solutions for your neighborhood. 68in X 125.25in X 18in deep hardened foamcore monument sign with stucco like face finish and stone like columns. Non Lighted. Two pole sleeves interior to set sign. Raised and painted letters, logo and lines | | | |
| 2.2 | Post, Steel Pipe 2 3/8" dia 10' length - Steel Post & Concrete Part Qty: 2 Text: Includes 2ea. steel posts and concrete. Posts and buried and set in concrete ball and sign sits over the top of the posts. "This does not include a concrete pad since the area must be landscaped. | | | |
| 2.3 | Labor, Non-Taxed, OL - Labor Part Qty: 1 | | | |
| 3 | Installation | 1 | \$1,995.00 | \$1,995.00 |
| 3.1 | Installation - Non Electric Sign IL - Text: Includes labor and lift truck for two trips to set posts in concrete and then deliver and install the monument sign. *Price does not include demolishing existing sign. An additional charge of \$795 would be applied if we need to demo and haul away existing sign | | | |

Terms and Conditions

Invoices & Cancellation of Orders: Signarama KC North (Vendor) prepares your order according to your specifications. Therefore, once the order is created it can only be cancelled with the Vendor's prior written consent due to time and materials consumed. The Customer is solely responsible for proof review and proof approval. Vendor does not assume any responsibility for the correctness of copy. When you send your approval of the proof, you approve the content and release the Vendor to proceed with production work. However, if we should make an error in producing the sign as proofed, please be assured that we will redo the work. Vendor's Liability is hereby expressly limited to the services indicated on the invoice and Vendor will not be liable for any subsequent damages, consequential damages, complications during installation or otherwise. All dates promised on this invoice are approximations unless the word "firm" is written and acknowledged by the Vendor.

Terms of Payment: Upon ordering, Signarama KC North (Vendor) must receive 50% of the invoice total as a deposit. There will be 3% surcharge if customer chooses to use a credit card for payment. Your balance must be paid prior to delivery and/or installation. Invoices are considered delinquent (5) business days from the date that you receive your product. After the fifth day, a late fee of \$50.00 will be added to invoices of less than \$1,000 and a \$150 late fee will be applied to invoices over \$1,000. Additionally, interest may be applied at 30 days accruing at the rate of 1.5% per month, or the maximum rate allowable by law is assessed. You shall be liable for all costs related to collection of delinquent invoices, including court costs and attorney's fees. Deposits paid by the customer are considered forfeited if vendor doesn't receive any form of communication from the customer regarding the progression of the order in 30 days. The vendor will make several attempts at contact. After 30 days the vendor is authorized to sell the materials ordered for that job and keep the deposit.



**WARRIOR
LAWN & LANDSCAPE**

Customer Info: Forest Oaks HOA

Warrior Lawn & Landscape LLC
P.O. Box 227 Smithville, MO 64089
816-912-7800
warriorlawnscape@gmail.com
www.warriorlawn.com

| Description | Cost Per Time | Frequency | Area |
|---------------------------------------|---------------|-----------|-------------------|
| Mowing, trimming, edging, blowing off | \$ - | 28 | Area map Provided |
| Spring Clean-up/leaf mulching | \$ - | | Area Map Provided |
| Fall Clean-up/Leaf mulching | \$ - | 0 | Area Map Provided |
| Subtotal | \$ - | | |

| Fertilization | Cost Per Time | Frequency | |
|---|---------------|-----------|-------------------|
| Early Spring - Fertilizer, broadleaf weed, crabgrass and pre-emergent weed control | \$ - | 0 | Area map Provided |
| Late Spring - Fertilizer, broadleaf weed, crabgrass and pre-emergent weed control | \$ - | 0 | Area map Provided |
| Early Summer - Fertilizer, broadleaf weed, crabgrass weed control | \$ - | 0 | Area map Provided |
| Late summer/Early Fall - Fertilizer, broadleaf weed, crabgrass weed control | \$ - | 0 | Area map Provided |
| Late Fall - Fertilizer, broadleaf weed, crabgrass weed control Winterizer | \$ - | 0 | Area map Provided |
| Grub prevention - Preventative treatment for grub-Added in with Spring applications | \$ - | 0 | Area map Provided |
| Subtotal | \$ - | | |

| Ground Maintenance-Misc. | Cost Per Time | Frequency | |
|-------------------------------------|---------------|---|----------------------------------|
| Mulching | \$ 1,350.00 | 1 | Area map Provided |
| Shrub Pruning | | 1 1 time in spring/ 1 time in fall 2 trimming total | Total cost per year not per time |
| Tree Trimming | \$ - | | |
| Brush removal | \$ 1,530.00 | | |
| Irrigation | \$ - | 90 per hour | |
| Flower Bed Clean out | \$ - | | |
| Tree planting/Removal | \$ - | | |
| New Plant install/Flower bed Design | \$ 750.00 | | |
| Subtotal | \$ 3,630.00 | | |
| Total | \$ 3,630.00 | | |

The Board of Directors for Forest Oaks Estates HOA have approved funding for new entrance signage pending matching funds from Smithville, Mo Neighborhood Beautification Grant program.

Jan 29, 2024

Joel Driskell
President

A handwritten signature in black ink, appearing to read "Joel Driskell", written in a cursive style.

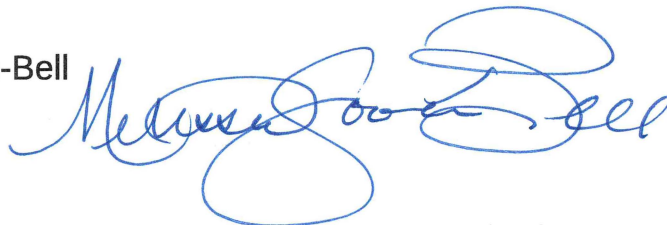
Todd Clevenger
Vice-President

A handwritten signature in black ink, appearing to read "Todd Clevenger", written in a cursive style.

Debra Kohl
Treasurer

A handwritten signature in black ink, appearing to read "Debra Kohl", written in a cursive style.

Melissa Goodwin-Bell
Secretary

A handwritten signature in blue ink, appearing to read "Melissa Goodwin-Bell", written in a cursive style.

Forest Oaks Estates subdivision entry sign is located on land owned and maintained by our HOA see included map.

To our knowledge there are no encumbrances where our current sign is located as noted by the Missouri One Call utility report. See included report.

Missouri One Call

| | | | |
|---------------------------|-------------------|-------------|-----------------|
| Ticket no | 240502174 | Type | ROUTINE ITIC2.0 |
| Original call date | 02/19/24 01:03 pm | | |
| Start date | 02/23/24 09:00 am | | |

Caller information

| | | | |
|--------------------|------------|--------------|--------------|
| Caller name | DEBRA KOHL | Phone | 314-795-2971 |
| Rec device? | Y | | |

Excavator information

| | | | |
|-----------------------|---------------------------------------|------------------|--------------|
| Excavator name | DEBRA KOHL | | |
| Phone | 314-795-2971 | Fax phone | |
| Cell phone: | | | |
| Address | 1215 ASPEN DR SMITHVILLE, MO 64157 | | |
| Onsite contact | DEBRA KOHL | Phone | 816-859-9963 |
| Contact email | debrakohl@gmail.com | | |

Excavation information

| | | | |
|----------------------------|----------------------------|----------------------|----------------------|
| Type of work | INSTALLING MONUMENT SIGN. | | |
| Work being done for | DEBRA KOHL | | |
| Equipment | SHOVEL, POST HOLE DIGGER | | |
| Explosives N | Trenchless excav NO | Area marked Y | Depth 2FT 6IN |

Location information

| | | | |
|-------------------------|---|--------------------|------------|
| County | CLAY | City | SMITHVILLE |
| Address/street | 1215 ASPEN DR | City limits | Y |
| At | N VIRGINIA AVE | | |
| Location of work | IN FRONT OF LARGE STONES ON SOUTHWEST CORNER OF ASPEN DR AND N VIRGINIA AVE ON FOREST OAKS ESTATES HOA GROUND. MARKED WITH WHITE FLAGS. TAKE WOODLAND AVE NORTH FROM 435. WOODLAND CHANGES TO N VIRGINIA AVE. ENTRANCE TO FOREST OAKS ESTATES SUBDIVISION. | | |

Remarks

| | | | |
|--------------------------|------------------------|--------------------------|------------------------|
| Map Twp 52N | Rng 33W | Sect-qtr 12-NW | |
| NW Lat 39.3337385 | Lon -94.5617805 | SE Lat 39.3331782 | Lon -94.5611505 |

Members notified

| Company name | District | Type | Status |
|--------------------|----------|-----------|-------------------|
| ATT DISTRIBUTION | ATT401 | FO,TEL,TV | Marked |
| CLAY COUNTY PWSD 9 | CPWSD09 | W | Clear/No conflict |
| EVERGY | EVNMET2 | E | Marked |

SPIRE MO WEST

KH

G

Clear/No conflict
(Nelson2, Eric clr)

PLATTE CLAY ELECTRIC

PCE

E

Clear/No conflict

CITY OF SMITHVILLE

SMITH01

S,W

Marked

SPECTRUM

TWCKCM51

TV

Marked

Map



Clay County, Missouri
Unofficial Document

Recorded in Clay County, Missouri

Date and Time: 04/01/2010 at 01:14:35 PM

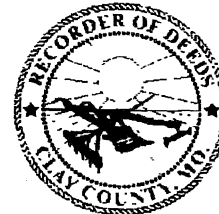
Instrument Number. 2010010178

Book: 6385 Page: 19

Instrument Type REST

Page Count 15

Recording Fee \$66.00 S



Robert T Sevier, Recorder



Grantor DODSON CONSTRUCTION CO
Grantee DODSON CONSTRUCTION CO

Re-recorded

{Space Above This Line For Recording Data}

Title(s) of Document: Declarations of Covenants Conditions and Restrictions

Date of Document: March 31, 2010

Grantor(s): Dodson Construction Company

Grantor(s) Address:

Grantee(s): Dodson Construction Company

Grantee(s) Address:

Full Legal Description is located on page: See Page 1 of document

* This is being re-recorded to correct the the legal discription on previously recorded Declaration of Covenants, Conditions and Restrictions recorded July 25, 1996, as document N 7924, in Book 2584, Page 779.

Reference Book(s) and Page(s), if required:

Jim Dodson
2400 NE 132ND ST

RL-

KL mo

<http://recorder.claycogov.com>

15

Clay County, Missouri
Unofficial Document

JUL 25 1998

N 7924

STATE OF MISSOURI COUNTY OF CLAY
This is to certify that the foregoing
is a true and correct copy of the documents on
file in my office.
Book 2584 Page 779
Witness my name and seal this 30th day
of March 20 10
Robert T. Sevier Recorder of Deeds
Mindy Rutledge Deputy

DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

BOOK 2584 PAGE 779

THIS DECLARATION, made on the date hereinafter set forth by
DODSON CONSTRUCTION COMPANY, a Missouri Corporation hereinafter
referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in
Smithville, County of Clay, State of Missouri, which is more
particularly described as:

The SW 1/4 of the NW 1/4 of Section 12, ^{Township 52} ~~Range 33~~, Range
33 in Clay County, Missouri all of which Declarant has or
will plat as a part of FOREST OAKS ESTATES, a subdivision
of land located in Smithville, Clay County, Missouri.

NOW, THEREFORE, Declarant hereby declares that all of the
properties described above shall be held, sold and conveyed subject
to the following easements, restrictions, covenants, and conditions
which are for the purpose of protecting the value and desirability
of, and which shall run with, said real property and be binding on
all parties having any right, title or interest in the described
properties or any part thereof, their heirs, personal
representatives, successors and assigns, and shall inure to the
benefit of each Owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to FOREST OAKS
ESTATES HOMES ASSOCIATION, INC., a Missouri not-for-profit
corporation, and its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner,
whether one or more persons or entities, of a fee simple title to
any Lot, which is a part of the Properties including contract
sellers, but excluding those having such interest merely as
security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain
real property hereinabove described.

BOOK 2584 PAGE 780

Section 4. "Common Area" shall mean all real property (including the improvements thereto) for the common use and enjoyment of the Owners.

Section 5. "Lot" shall mean and refer to any plots of land shown as such upon any recorded subdivision map, certificate of survey or other instrument relating to the Properties, with the exception of the Common Area.

Section 6. "Declarant" shall mean and refer to DODSON CONSTRUCTION COMPANY its successors and assigns.

Section 7. "Improved Lots" shall mean and refer to Lots on which a single family residence has been erected, all or part of which has been either sold, leased or rented for occupancy purposes.

Section 8. "Unimproved Lots" shall mean and refer to all Lots which are not Improved Lots.

ARTICLE II

PROPERTY RIGHTS

Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners, with the exception of the Declarant. Each member shall be entitled to one (1) vote for each lot owned by that member. However, there shall be no vote for any Lot for which any then-current or prior assessment has not been paid. When more than one person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they

BOOK 2584 PAGE 781

determine, but in no event shall more than the number of votes described above be cast with respect to any lot.

Class B. The Class B member shall be the Declarant who shall be entitled to fifteen (15) votes for each lot owned by it. The Class B membership shall cease and be converted to Class A membership when Declarant owns no lots in the subdivision.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant for each lot owned within the Properties hereby covenants and each Owner of any lot, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: annual assessments or charges. The annual assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such fee or assessment is made as soon as they are due and payable. Each such fee or assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successor in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents of the Properties and for the improvement and maintenance of the Common Area, including entrance markers and any other improvements situated upon the Properties.

Section 3. Annual and Special Assessment.

A. The initial annual assessment for improved lots shall be not less than \$50.00 per year payable in advance. In consideration

of Declarant's development expenses in the Common Area, no assessment shall be due on any lot owned by Declarant.

B. From and after January 1 of the year immediately following the conveyance of the first lot to an Owner by the Declarant, and for 10 years thereafter, assessments for improved lots may be increased effective January 1 of each year without a vote of the membership by the Board of Directors of the Association to not more than \$100.00 per annum. After said 10 year period the assessment may be increased to more than \$100.00 provided that any such change shall have the assent of fifty-one percent (51%) of the votes of the members who are voting in person or by proxy, at a general membership meeting duly called for this purpose, written notice of which shall be sent to all members not less than 5 days nor more than 40 days in advance of the meeting setting forth the purpose of the meeting.

C. The Board of Directors of the Association at any time may fix the annual assessment for each improved lot at an amount not in excess of the maximum.

D. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of fifty one percent (51%) of the votes of members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than 5 days nor more than 40 days in advance of the meeting setting forth the purpose of the meeting.

Section 4. Uniform Rate of Assessment. Except as specifically provided herein, annual assessments must be fixed at a uniform rate for all lots and may be collected on a monthly basis, if so provided.

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Section 5. Date of Commencement of Annual Assessments - Due Dates. The annual assessment provided herein shall commence as to all lots on the first day of the month following the conveyance of the first lot. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of any change in the annual assessment against each lot at least thirty (30) days in advance of each subsequent annual assessment period after the initial assessment. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified lot have been paid. A properly executed certificate of the Association as to the status of assessments on a lot is binding upon the Association as of the date of its issuance.

Section 6. Effect of Non-payment of Assessments - Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the then legal rate from the assessment date until paid. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his lot.

Section 7. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

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Section 8. Exempt Property and Fractional Assessment.

Notwithstanding anything else contained herein the following property shall be exempt from the assessment charge and lien created herein;

A. All properties subject to any easement or other interest dedicated and accepted by the local public authority and devoted to public use;

B. All properties exempt from taxation by the laws of the State of Missouri upon the terms and to the extent of such legal exemption;

C. All Common area.

D. All unimproved lots.

Section 9. A written or printed notice deposited in the United States mail with postage prepaid thereon, addressed to the Owner at the last address listed with the Association, shall be deemed to be sufficient notice for all purposes whenever notices are required under this document.

ARTICLE V

ARCHITECTURAL CONTROL

No building, fence, wall, patio, deck or other structure shall be commenced, placed, erected or maintained upon the Properties (specifically including but not limited to, on or around any lot) nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by Declarant so long as Declarant owns any lots in the subdivision. Thereafter the Board of Directors of the Association or an architectural committee composed of three (3) or more representatives appointed by the Board shall give approval or disapproval. In the event said Board, or its designated committee or the Declarant fails to approve or disapprove such design and location within ninety (90) days after said plans and specifications have been submitted to it, approval with not be

required and this Article will be deemed to have been fully satisfied.

**ARTICLE VI
RESTRICTIONS**

For itself, its successors and assigns and its future grantees, Declarant does hereby further declare that all of the Properties shall be and are hereby restricted as to their use in the manner hereinafter set forth:

Section 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 trailer, basement, tent, shack, garage, or any outbuilding as set forth above shall at any time be used as a residence, temporarily or permanently, nor shall any residence of a temporary character be permitted.

Section 2. 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 stories in height may be erected on any of said lots with the written consent of the Declarant.

Section 3. All wood exteriors, except roofs, shall be covered with paint or stain. No building 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 such damaged condition longer than one (1) month.

Section 4. No fuel storage tank shall be erected above the surface of the ground.

Section 5. No business structure shall be erected or business or profession of any nature conducted on the land herein described, nor shall anything be done thereon which may in the opinion of the Declarant so long as there is a Class B membership or thereafter

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the Board of Directors of the Association be deemed a nuisance to the neighborhood.

Section 6. No animals, livestock or poultry of any kind shall be raised, bred, or kept on the Properties, except that no more than a total of 3 dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose and they are restrained on a leash or in a fenced back yard.

Section 7. Easements for installation and maintenance of utilities and drainage facilities are reserved as may be shown on the recorded plat, or as reflected in the records of the Recorder of Deeds of Clay County, Missouri. 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 change the direction or flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. No water from roof down spouts or surface drainage shall be placed in any sanitary sewer line. The easement area of each lot and all improvements in it shall be maintained continuously by the Owner of the lot except for those improvements for which a public authority, utility company or the Association is responsible.

Section 8. The land between any structure and the front street line shall be used solely for lawn and residence purposes, driveways and walks.

Section 9. No truck, school bus, boat or water borne vehicles, trailer, camper, recreational vehicle, machinery, commercial vehicles or other equipment shall be repaired or customarily or habitually parked, kept or stored on the streets or alleys or in the yards or driveways around any of the buildings within the Properties, unless they are parked or stored in an enclosed garage or other enclosure approved by Declarant, or are otherwise approved by Declarant, except only during periods of approved construction on the lot, nor shall any external television

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or radio antennae, solar panel, reception dish, or device, or windmill be erected or kept on or about any of the property, buildings or yards of the Properties except as may be approved by Declarant or its successors after considering proposed location, size, landscaping and screening.

Section 10. Except as specifically provided herein, each Owner at the Owner's sole expense shall keep the exterior of the Owner's building structure, including but not limited to doors, walls, windows, roofs, patios, fences and other improvements, in good maintenance and repair. The Owner shall decorate or redecorate such exterior only in such color or manner as has received the prior approval of the Declarant or the Board of Directors of the Association or the architectural committee thereof if so created and designated, whose decision shall be final and binding.

Section 11. No restrictions herein contained shall be personally binding on any corporation, person or persons except in respect to breaches committed during its, his or their seizin of, or title to, said land. The Association in its own name or in the name of any or all Owners, and any Owner or Owners of any of the above land in their own names, shall have the right to sue for and obtain an injunction, prohibitive or mandatory to prevent the breach of or to enforce the observance of the restrictions set forth herein, in addition to ordinary legal action for damages, and the failure of the association or the Owner or Owners to enforce any of the restrictions set forth herein at the time of the violation shall in no event be deemed to be a waiver of the right to do so thereafter. The Association may pay the costs of any such enforcement by the Association out of the general fund, but no Owner or Owners shall be entitled to receive reimbursement from the Association for the cost of any such enforcement.

Section 12. Garbage and Refuse: No lot shall be used or maintained as a dumping ground for rubbish, including trees and brush. Trash, garbage or other waste shall be kept in sanitary

containers, in a clean and sanitary condition and appropriately housed and screened.

Section 13. No air conditioning apparatus or unsightly projection shall be attached or affixed to the front of any residence.

Section 14. All exterior basement foundations and walls which are exposed in excess of eighteen (18) inches above final grade level shall be painted the same color as the house, or covered with siding compatible with the structure.

Section 15. No residential structure which has previously been at another location shall be moved onto any lot in this subdivision without the prior written approval of Declarant.

Section 16. The materials used in any replacement of the original roof of any residential structure must be approved in writing by Declarant or after termination of Class B membership, the Board of Directors of the Association or their assigns prior to any roof replacement.

Section 17. Nothing contained herein shall in any way be constructed to abrogate, nullify or otherwise affect the application of the ordinances of the City of Smithville, Missouri, to the heretofore described subject property.

Section 18. Residential construction shall begin on any lot purchased from Declarant within six months from date of purchase.

Section 19. No owner shall plant trees within 20 feet of any paved street or bushes within 15 feet of any curb without obtaining prior approval of Declarant or in its absence the Board of Directors of the Association.

ARTICLE VII

GENERAL PROVISIONS

Section 1. Board of Directors. The Board of Directors of the Association elected in accordance with its Articles of Incorporation and Bylaws shall be charged with the management of the Association. The Board of Directors shall have the right to make such reasonable rules and regulations as will enable it to adequately and properly carry out the provisions of this

Clay County, Missouri
Unofficial Document

Declaration. All Common Area shall be under the management and control of the Association, except that such management and control shall at all times be subject to that had and exercised by the City of Smithville, the County of Clay, the State of Missouri and any other appropriate governmental body.

Section 2. Enforcement: The Association, or any Owner, including Declarant, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner or Declarant to enforce any covenant or restriction contained herein shall in no event be deemed a waiver of the right to do so thereafter.

Section 3. Severability: Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way effect any other provisions which shall remain in full force and effect.

Section 4. Amendment: The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty five (25) years from the date this Declaration is recorded, after which time unless terminated as provided below, they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by the holders of not less than ninety percent (90%) of the voting rights of the total membership, and thereafter may be amended or terminated as of the end of the then current term by an instrument signed by the holders of not less than seventy-five percent (75%) of the voting rights of the membership. Any amendment must be recorded.

Section 5. Annexation. Property and Common Area may be annexed to the Properties with the consent of Declarant. Any such extension of the Properties shall be accomplished by and take effect on the filing in the Office of the Recorder of Deeds for the county in which such land is located of an appropriate document extending this Declaration.

Clay County, Missouri
Unofficial Document

Section 6. The Association shall be deemed to have all of the powers and authority to perform the actions required or permitted of it hereunder.

Section 7. All provisions of this Declaration, specifically including but not limited to the protective covenants, shall be deemed to be covenants running with the land and shall be binding upon the Declarant and its successors and assigns. All parties claiming by, through or under the Declarant shall be taken to hold, agree and covenant with the Declarant and its successors and assigns, and with each of them, to conform to and observe all restrictions herein as to the use of the land and the construction and use of improvements thereon.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 22nd day of July, 1996.

DODSON CONSTRUCTION COMPANY

By

[Signature]
James Z Dodson Pres

[Signature]
James Z Dodson Pres



STATE OF MO.
CLAY COUNTY
CLERK OF COURTS
RECORDS & DEEDS
96 JUL 25 PM 3:38.4
BOOK 2584 PAGE 799

[Signature]
*By Mary M...
Deputy*

Clay County, Missouri
Unofficial Document

STATE OF MISSOURI

COUNTY OF Clay) SS

On this 22nd day of July, 1996, before me appeared James A. Dodson, to me personally known, who being by me duly sworn, did say that he is the President of Dodson Construction Co., that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he further acknowledged the execution of said instrument to be the free act and deed of the corporation.


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

Deloris Vette
Notary Public within and for
said county and state

My Commission expires:

" NOTARY SEAL "
Deloris Vette, Notary Public
Clay County, State of Missouri
My Commission Expires 1/5/2000

Clay County, Missouri
Unofficial Document


James R. Dodson, President

Re-acknowledgement for Re-Recording

State of **Missouri**

§

County of **Clay**

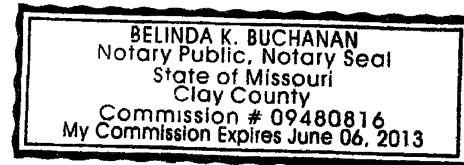
This instrument was acknowledged before me on 31st day of March, 2010, by James R. Dodson, President of Dodson Construction Company, a Missouri Corporation.

By: 

Belinda K. Buchanan

Notary Public

My Commission expires: _____



Neighborhood Beautification Grant Application City of Smithville, MO

Applicant Information

Neighborhood or Homeowners' Harbor Lakes HOA
Association Name: Date: February 19, 2024

Address:

1400 NE 196th Street

Smithville, MO 64089

Phone: 913.909.3471

Email: presidentharborlakes@gmail.com

Contact Person: Jane Crampton, President

2nd contact: Bonnie Moore, CAM Property Manager, bonnie@camkc.com 913.738.9600

Project Title: Swimming Pool Renovation: replastering main & kiddie pools, new cover & salt cell main pool

Brief Description of the proposed Project: The Harbor Lakes Swimming Pool is approximately 18 years old and in need of replastering for both beautification and safety of the pool. The lifespan of a plastered pool is approximately 15-20 years, and Harbor Lakes Pool plastered surface is at the end of its usable life. Per Johnson Pool Company, cracks encourage algae bloom, thus ne additional chemicals and shortening the life of the salt cell.

Budget Information

The amount of grant funds awarded to the neighborhood ranges from \$50 - \$25,000. All funds awarded are required to have matching funds contributed from the neighborhood. Matching funds can come in the form of actual funds or in-kind donations such as volunteer hours or equipment. The required match must be equal to 50% of the total project cost. (e.g., if total project cost is \$10,000, the neighborhood or homeowners' association contributes \$5,000 and requests \$5,000 in grant funds from the program.) Volunteer hours are calculated at the rate of \$20/hour and must be confirmed at the completion of the project.

Total Project Cost: \$34,050

Grantee Cash Contribution: \$17,025

Grantee In-Kind Contribution: \$0

Grant Amount Requested: \$17,025

Project Information – *Please attach additional documentation if needed*

Expected Project Start Date: April-May 2024 - as weather permits

Expected Completion Date: Project will take approximately 1 week

Description of how this project will enhance the neighborhood:

Harbor Lakes Swimming Pool is an amenity that is enjoyed by several neighborhood residents from Memorial Day - Labor Day. The older plaster is cracked and stained and gives the appearance of being dirty. A newly plastered pool will be an attractive amenity for Harbor Lakes. Cracked plaster is subject to algae growth and additional chemicals are needed to keep growth at bay. The use of additional chemicals shortens the life of the salt cell.

Description of how the grant funding will be matched by the organization:

Harbor Lakes 2024 Budget includes \$36,950 for Pool Replastering, and replacing the worn pool cover and salt cell. This is slightly over the final bid we accepted from Johnson Pools.

Description of how the project will be maintained or funded in the future, if necessary: Harbor Lakes includes pool maintenance in its annual budgets. Plaster lasts approximately 15-20 years. This time frame allows Harbor Lakes to budget and allocate monies for future replastering. A new pool cover will help protect and prolong the life of the replastered pool.

Prior Awarded Projects

Have you been awarded Neighborhood Beautification Grant funding for a previous project? If yes, please provide a project update: Yes. We received the award in 2022. Goats

on the Go were hired to eat their way through wildflower fields and natural grasses that in

the past had been mowed. The goats' digestive systems break down 95% of ingested

seeds/weeds, thus greatly reducing invasive weeds (poison ivy) and allowing space for

pollinators to thrive.

Required Attachment Checklist

In addition to this application, the following documents will be required to fully assess the proposed project:

- ☐ A detailed Project Budget shown through a completed Attachment A *(Example Included)*
- ☐ Photos of the proposed project area
- ☐ Plan or map showing the location of the project and projected improvements
- ☐ At least three estimates for all work
- ☐ Letter of authorization from any agencies, utilities, or property owners affected by the project
- ☐ Letter of approval of use of funds from the neighborhood or homeowners' association Board
- ☐ If using cash contribution for the match, proof of available funds
- ☐ If planning to use volunteer hours for an in-kind match, a completed Volunteer Pledge Sheet (Attachment B)
- ☐ A copy of the by-laws for your neighborhood or homeowners' association
- ☐ A list of the current neighborhood or homeowners' association board members

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Disclaimer and Signature

I, the applicant, understand and agree that all applicable required City permits, which may include a building permit, right of way permit, must be obtained before work begins.

I, the applicant, confirm that I have read the terms of the application and that I am acting on behalf of my neighborhood or homeowners' association, in accordance with their expressed wishes, which were determined by a vote or consensus of the majority of the neighborhood stakeholders. I understand that acting without consent of my organization may cause my neighborhood to be ineligible for future grants.

Authorized Agent's Signature: Date **Jane 31/01/2024**

Attachment A: Detailed Project Budget Form

| TOTAL PROJECT COST (grant funds requested plus applicant match) | | |
|---|--|------------------------------------|
| List all items/service required for project completion. | | |
| Vendor/supplier: | Item/service: | Amount: |
| Johnson Pool Service | *Sandblast & replaster main & kiddie pools, Replace main pool cover. | \$35,550.00 - \$1500 for salt cell |
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|---------------------------|--|-----------------|
| | | |
| | | |
| | | |
| Total Project Cost | | \$34,050 |

| CASH MATCH CONTRIBUTION | | |
|--|---|----------------|
| List any cash that will be contributed by your organization or others. | | |
| HOA/entity contributing cash | Item/services to be paid (if specified): | Amount: |
| HOA - Budgeted funds | Pool Repairs per specified in Johnson Pool Repair Bid | \$34,050.00 |
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|--------------------------------|--|-----------------|
| | | |
| Total Cash Contribution | | \$17,025 |

| IN-KIND MATCH CONTRIBUTIONS | | |
|--|-------------------------------------|---------------|
| List any services or supplies that will be contributed by your organization or others. | | |
| HOA/entity donating | Item/services to be donated: | Value: |
| n/a | | |
| | | |
| | | |

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|----------------------------|--|--|--|
| | | | |
| | | | |
| | | | |
| TOTAL HOURS PLEDGED | | | |

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Attachment A: Detailed Project Budget Form EXAMPLE

| TOTAL PROJECT COST (grant funds requested plus applicant match) | | |
|---|--|------------------|
| List all items/service required for project completion. <i>Example in italics</i> | | |
| Vendor/supplier: | Item/service: | Amount: |
| <i>Hardware Store</i> | <i>Perennials and Concrete for Pad</i> | <i>\$1000.00</i> |
| <i>Bench Supplier Store</i> | <i>Bench</i> | <i>\$1000.00</i> |
| | | |
| | | |
| | | |
| Total Project Cost | | \$2,000 |

| CASH MATCH CONTRIBUTION | | |
|--|--|--------------|
| List any cash that will be contributed by your organization or others. <i>Example in italics</i> | | |
| HOA/entity contributing cash | Item/services to be paid (if specified): | Amount: |
| <i>HOA</i> | | <i>\$500</i> |
| <i>Jane Smith</i> | <i>Bench purchase</i> | <i>\$250</i> |
| | | |

| | | |
|--------------------------------|--|--------------|
| | | |
| | | |
| Total Cash Contribution | | \$750 |

| IN-KIND MATCH CONTRIBUTIONS | | |
|---|------------------------------|--------|
| List any services or supplies that will be contributed by your organization or others. Example in <i>italics</i> | | |
| HOA/entity donating | Item/services to be donated: | Value: |
| <i>Volunteer Hours</i> | <i>12.5 hours Labor</i> | \$250 |
| | | |
| | | |
| | | |
| | | |
| Total In-Kind Contribution | | \$250 |

| | |
|---|---------|
| Total Project Cost | \$2,000 |
| Total Cash Contribution | \$750 |
| Total In-Kind Contribution | \$250 |
| Total Grant Amount Requested from the NBG Program | \$1,000 |

Signature: Email:



2/20/2024

Jane Crampton
Harbor Lakes Board President

January 23rd, 2024

City of Smithville

re: Neighborhood Beautification Grant

To Whom it May Concern,

My name is Ryan Pfeifer, I work for Community Association Management (CAM) as a full-time Portfolio Manager. CAM specializes in full-service HOA property management for Single and Multi-Family properties throughout Kansas and Missouri. Our clientele consists of roughly 100 HOA's. My company was contracted to provide management services for Harbor Lakes HOA in January of 2023, I was assigned to this property at this time and have worked closely with the current board of directors for the past year. My intent for this letter is to outline the challenges that this board has faced in their attempt to satisfy the requirements for the Smithville Beautification Grant.

Around mid-October 2023, discussion began with my client on budgetary wants and needs for 2024. During these initial discussions, it was made clear to me that the board was heavily considering submitting a proposal to the city as part of the Smithville Beautification Grant. The board worked diligently with my company to find a project that could be funded by the HOA, and meet the requirements set forth by the city for grant consideration. Ultimately, it was decided by the board that a pool resurfacing project would be submitted to the city.

Once all the budgetary challenges were worked out, I was given the go-ahead by the board to send RFP's to any pool service provider that might be interested in such a project, as is standard in the industry. I began by contacting service providers that either my company or I had worked with in the past. Unfortunately, Smithville was just too far North for these contractors, and they would not bid this project. I then reconnected with the board, who provided me with a list of 5 additional pool service providers to connect with. After another week or two of phone calls and emails, we had yet to have any traction on acquiring bids for this project.

During one of these phone calls, it was mentioned to me that many of these service providers are seeing massive increases in insurance costs, some upwards of 200%. This has driven several providers to constrict their areas of operation, and to shy away from new business. I personally have seen this take effect with a property that I manage in Blue

Springs, with a longtime pool service provider pulling out as it is no longer financially viable for them to work in the area. Thankfully, we were able to work with our current pool service provider, along with a referral, to acquire 2 bids for this project.

My hope is that this letter, in tandem with the documentation provided by the Harbor Lakes board, will satisfy your requirements for consideration of the Smithville Beautification Grant. If requested, I am happy to provide a list of the service providers that were contacted over the past 3 months. The Harbor Lakes BOD has worked diligently on this project, and it is unfortunate that they have faced such challenge in their attempt to meet these requirements.

Sincerely,

Ryan Pfeifer

From: **Jeff Johnson** <jeffjohnsonkansascity@gmail.com>

Date: Wed, Feb 14, 2024 at 8:16 PM

Subject: Harbor Lakes swimming pool condition

To: Deb Dotson <treasurerharborlakes@gmail.com>

Deb:

I have attached photos of the plaster at your pool. It may be difficult to see, but I think they show the cracking and roughness of the plaster, which calls for the pool to be replastered, as per the quote I arranged for you from Midwest Plaster.

The current condition of the plaster causes the following problems:

1. The plaster surface of the pool is inherently unsightly.
2. The rough plaster is abrasive to bare skin.
3. Because the plaster is not smooth, it is subject to staining that is very difficult to remove, and looks terrible.
4. Algae is able to grow in the cracks and rough spots in the plaster. This creates a need for increased chemical addition, it creates situations where algae blooms can get out of hand even with additional chemicals, and it shortens the life of the salt cell because it has to work harder to chlorinate the pool.
5. All of this adds work for the pool service just to maintain the pool.

Replastering will solve these problems, and will greatly enhance the aesthetic value of your neighborhood pool.

Let me know if you have questions.

Thank you,

Jeff Johnson

Johnson Pool Service

816 830 5333

Harbor Lakes Board of Directors

Jane Crampton, President

presidentharborlakes@gmail.com

913.909.3471

Debra Dotson, Treasurer

treasurerharborlakes@gmail.com

816.809.4188

Sonya Crites, Secretary

secretaryharborlakes2023@gmail.co

636.734.4046

Bonnie Moore, Property Manager

CAM Community Association Management

Bonnie@camkc.com

913.738.9600

BYLAWS
OF
HARBOR LAKES HOMES ASSOCIATION, INC.

ARTICLE I
OFFICES

The principal office of the Association in the State of Missouri shall be located in the City of Smithville and County of Clay.

ARTICLE II
DEFINITIONS

For purposes of this Declaration the following definitions shall apply:

1.01 “Association” shall mean Harbor Lakes Homes Association, Inc., a Missouri Not For Profit Association, and its successors and assigns.

1.02 “Harbor Lakes” shall mean the Harbor Lakes subdivision, a subdivision of land located in Clay County, Missouri.

1.03 “Board” shall mean the persons selected and elected as members of the Board of Directors of the Association.

1.04 “Declaration” shall mean the Declaration of Covenants, Restrictions, Easements, Charges, Assessments and Liens for Harbor Lakes dated the 8th day of November, 2003 and recorded in Book 4417 at Page 970 of the Clay County deed records, together with any amendments thereto.

1.05 “Lot” shall mean and refer to any plot or parcel of land, constituting part of the Property, owned by Developer or described in a Deed granted from or by the Developer or any subsequent Owner, which deed has been recorded in the Recorder of Deeds Office for Clay County, Missouri (but not including Common Property) together with all permanent structural improvements thereon.

1.06 “Member” shall mean and refer to every person or entity holding membership in the Association, as provided herein.

1.07 “Voting Member” shall mean and refer to the representative selected by the Owner(s) of each Lot to cast votes for any and all Association-related activities, including votes for, but not limited to, the election of Directors, amendments to the Declaration herein or By-Laws and all other matters.

ARTICLE III

MEMBERSHIP

SECTION 1. MEMBERSHIP. The Members of the Association shall be the Record Owners of Lots subject to the Declaration and any amendments thereto and as otherwise defined in these Bylaws.

SECTION 2. MEMBERSHIP CERTIFICATES. No membership certificate shall be issued by the Association.

SECTION 3. FEES, DUES AND ASSESSMENTS. Fees, dues and assessments shall be levied and collected as provided by these Bylaws and the Declaration, and any amendments or additions thereto.

SECTION 4. TRANSFER OF MEMBERSHIP. Transfers of Membership in the Association may be made by assignment of the Membership to any person or entity acquiring a Lot from an existing Member.

SECTION 5. VOTING RIGHTS. Each Member shall be entitled to one (1) vote upon each matter submitted to a vote at a meeting of Members.

ARTICLE IV

MEETINGS OF MEMBERS

SECTION 1. ANNUAL MEETING. The annual meeting of the Members shall be held on a date in January (as determined by the incoming board), beginning with the year 2018.

SECTION 2. NOTICE OF MEETING. Written or printed notice stating the place, day and hour of the meeting, and in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than ten nor more than fifty days before the date of the meeting, either personally or by mail, by or at the direction of the president, or the secretary, or the officer or persons calling the meeting, to each Member of record entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, addressed to the Member at his address as it appears on the records of the Association, with postage thereon prepaid.

Any Member may elect to receive notices by electronic mail by notifying the Secretary of the Member's election to do so and providing the Secretary with an e-mail address. All notices delivered by e-mail shall be deemed to be delivered when the delivery of the e-mail notice is initiated by the sender thereof.

SECTION 3. PLACE OF MEETING. The Board may designate any place within Clay County, Missouri as the place of meeting for any annual meeting or for any special meeting called by the Board. If no designation is made, or if a special meeting be otherwise called, the place of meeting shall be the registered office of the Association in the State of Missouri.

SECTION 4. PROXIES. Voting may be performed in person or by proxy. At all meetings of Members, a Member may vote by proxy executed in writing by the Member or by his duly authorized attorney-in-fact. Such proxy shall be filed with the Secretary of the Association before or at the time of the meeting.

SECTION 5. QUORUM. Members holding twenty-five percent (25%) of the total outstanding votes shall constitute a quorum for any action, except for the amendment of the Declaration which shall be as set forth in Article IX of the Declaration. Less than such quorum shall have the right successively to adjourn the meeting to a specified date not longer than ninety (90) days after such adjournment and no notice may need be given of such adjournment to Members not present at the meeting. If a quorum is present, the affirmative vote of a simple majority of the Members represented at the meeting shall be the act of the Members and the Association unless the vote of a greater number is required by the Declaration, The Not-For-Profit Association Law of Missouri, the Articles of Incorporation or these Bylaws.

SECTION 6. SPECIAL MEETINGS. Special meetings of the Members may be called by the Board, president, or by the written request of forty percent (40%) or more of the Members.

SECTION 7. WAIVER OF NOTICE. Any notice required by these Bylaws may be waived by the persons entitled thereto signing a waiver of notice before or after the time of said meeting and such waiver shall be deemed equivalent to the giving of said notice. Attendance of a Member at any meeting shall constitute a waiver of notice of such meeting except where a Member attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

ARTICLE V

DIRECTORS

SECTION 1. GENERAL POWERS. The property and business of the Association shall be controlled and managed by the Board. These powers shall only be limited by the Articles of Incorporation, these Bylaws, the Declaration and the Non-Profit Mutual Benefit Association Law of the State of Missouri.

SECTION 2. NUMBER, TENURE AND QUALIFICATIONS. The number of Directors of the corporation shall be three (3) persons who shall be members. Directors shall be elected annually by the Members (cumulative voting for same shall not be permitted) shall be elected for one (1) year terms of office, and shall serve thereafter until their successors are elected and qualified.

SECTION 3. REGULAR MEETINGS. A regular meeting of the Board may be held without other notice than this Bylaw, immediately after, and at the same place as, the annual meeting of Members. The Board may provide, by resolution, the time and place, either within or without the State of Missouri, for the holding of additional regular meetings without other notice than such resolution.

SECTION 4. SPECIAL MEETINGS. Special meetings of the Board may be called by or at the request of the president or any two Directors. The person or persons authorized to call special meetings of the Board may fix any place, either within or without the State of Missouri, as the place for holding any special meeting of the Board called by them.

SECTION 5. NOTICE. Notice of any special meeting shall be given at least two (2) days previous thereto by written notice delivered personally or mailed to each Director at his business address. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail so addressed, with postage thereon prepaid. Any Director may waive notice of any meeting. The attendance of a Director at any meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular meeting of the Board need be specified in the notice or waiver of notice of such meeting.

SECTION 6. QUORUM OF BOARD. A majority of the full Board as prescribed in the Articles of Incorporation and these Bylaws shall constitute a quorum for the transaction of business by the Board. The act of the majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board. Members of the Board or of any committee designated by the Board may participate in a meeting of the Board or committee by means of conference telephone or similar communications equipment whereby all persons participating in the meeting can hear each other, and participation in a meeting in this manner shall constitute presence in person at the meeting.

SECTION 7. VACANCIES. Whenever any vacancy on the Board shall occur due to death, resignation or otherwise, the remaining Board Members shall fill the vacancy until the next regular election for Directors.

Upon Developer's transfer or assignment of its rights, the remaining Directors, or a majority of them, may fill the vacancy or vacancies until a successor or successors shall be elected at a Members' meeting.

SECTION 8. INFORMAL ACTION BY DIRECTORS. Unless specifically prohibited by the Articles of Incorporation or Bylaws, any action required to be taken at a meeting of the Board, or any other action that may be taken at a meeting of the Board of Directors, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all the Directors entitled to vote with respect to the subject matter thereof. Any such consent signed by all the Directors shall have the same effect as a unanimous vote, and may be stated as such in any document filed with the Secretary of State.

SECTION 9. COMPENSATION. Directors as such shall not receive any salary or compensation for their services as Directors; provided, however, that nothing herein contained shall be construed to preclude any Director from serving the Association in any other capacity and receiving compensation therefor. Payment of per diem, mileage, or other reimbursement of expenses to a Director shall not constitute salary or compensation.

ARTICLE VI

OFFICERS

SECTION 1. ELECTION AND TERM OF OFFICE. The officers of the Association shall be elected annually by the Board at the first meeting of the Board held after each annual meeting of Members. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as convenient. Vacancies may be filled or new offices filled at any meeting of the Board. Each officer shall hold office until his successor shall have been duly elected and shall have qualified or until his death or until he shall resign or shall have been removed in the manner hereinafter provided. Election or appointment of an officer or agent shall not of itself create contract rights.

SECTION 2. REMOVAL. Any officer or agent elected or appointed by the Board may be removed by the Board whenever in its judgment the best interests of the Association would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed.

SECTION 3. VACANCIES. A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the Board for the unexpired portion of the term.

SECTION 4. PRESIDENT. The president shall be the principal executive officer of the Association and shall supervise and control all of the business and affairs of the Association. The president shall preside at all meetings of the Members and of the Board. The president may sign, with the secretary or any other proper officer of the Association thereunto authorized by the Board, certificates for Members of the Association, any deeds, mortgages, bonds, contracts, or other instruments which the Board has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board or by these Bylaws to some other officer or agent of the Association, or shall be required by law to be otherwise signed or executed; and in general shall perform all duties incident to the office of president and such other duties as may be prescribed by the Board from time to time.

SECTION 5. THE SECRETARY. The secretary shall: (a) keep the minutes of the Members' and of the Board meetings in one or more books provided for that purpose; (b) see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law; (c) be custodian of the corporate records; (d) keep a register of the post office address of each Member which shall be furnished to the secretary by such Member; (e) have general charge of the Member transfer books of the Association; (f) in general perform all duties incident to the office of secretary and such other duties as from time to time may be assigned to him/her by the President or by the Board.

SECTION 6. THE TREASURER. The Treasurer shall have the custody of the Association's funds and shall keep full and separate accounts of receipts and disbursements in books belonging to the Association and shall deposit all monies in the name and to the credit of the Association in such depositories as may be designated by the Board.

The Treasurer shall disburse the funds of the Association as may be ordered by the Board, taking proper vouchers for such disbursements, and shall render to the Board, at its regular meetings, or when the Board so requires, an account of all transactions as Treasurer and of the financial condition of the Association.

If required by the Board, the Treasurer shall give the Association a bond in such sum and with such surety or sureties as shall be satisfactory to the Board for the faithful performance of the duties of the Treasurer's office and for the restoration to the Association, in case of death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in the Treasurer's possession or under the Treasurer's control belonging to the Association.

The Board may require that all checks drawn upon the Association's accounts require dual signatures, one of which shall be the Treasurer and one of which shall be another officer of the Association.

SECTION 7. COMPENSATION. Officers as such shall not receive any salary or compensation for their services as Officers; provided, however, that nothing herein contained shall be construed to preclude any Officer from serving the Association in any other capacity and receiving compensation therefore. Payment of per diem, mileage, or other reimbursement expenses to an Officer shall not constitute salary or compensation.

SECTION 8. INSURANCE. The Officers may maintain insurance as provided in the Declaration, including, without limitation, fidelity coverage and errors and omission coverage relating to their own acts and duties.

ARTICLE VII

FISCAL YEAR

The fiscal year of the Association shall begin on the first day of January in each year and end on the last day of December in each year.

ARTICLE VIII

WAIVER OF NOTICE

Whenever any notice whatever is required to be given under the provisions of these Bylaws, the Articles of Incorporation or under the provisions of The Not-For-Profit Association Law of Missouri, a waiver thereof in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE IX

CONTRACTS AND COMMITTEES

SECTION 1. CONTRACTS. The Board may enter into, make, perform and carry out contracts of every kind and character for any lawful purpose, consistent with the status of a non-profit Association, with any person or persons, partnership, firm, association, corporation, private, public or municipal, any body politic, any state, territory or municipality of the United States, or with the government of the United States or any department, branch, board, commission or contracting authority thereof, including the right to make agreements with municipal, county, township, state, national or other public officials, or with any political subdivision or any corporation or individual for and on behalf of the Record Owners of the property covered by the Declaration.

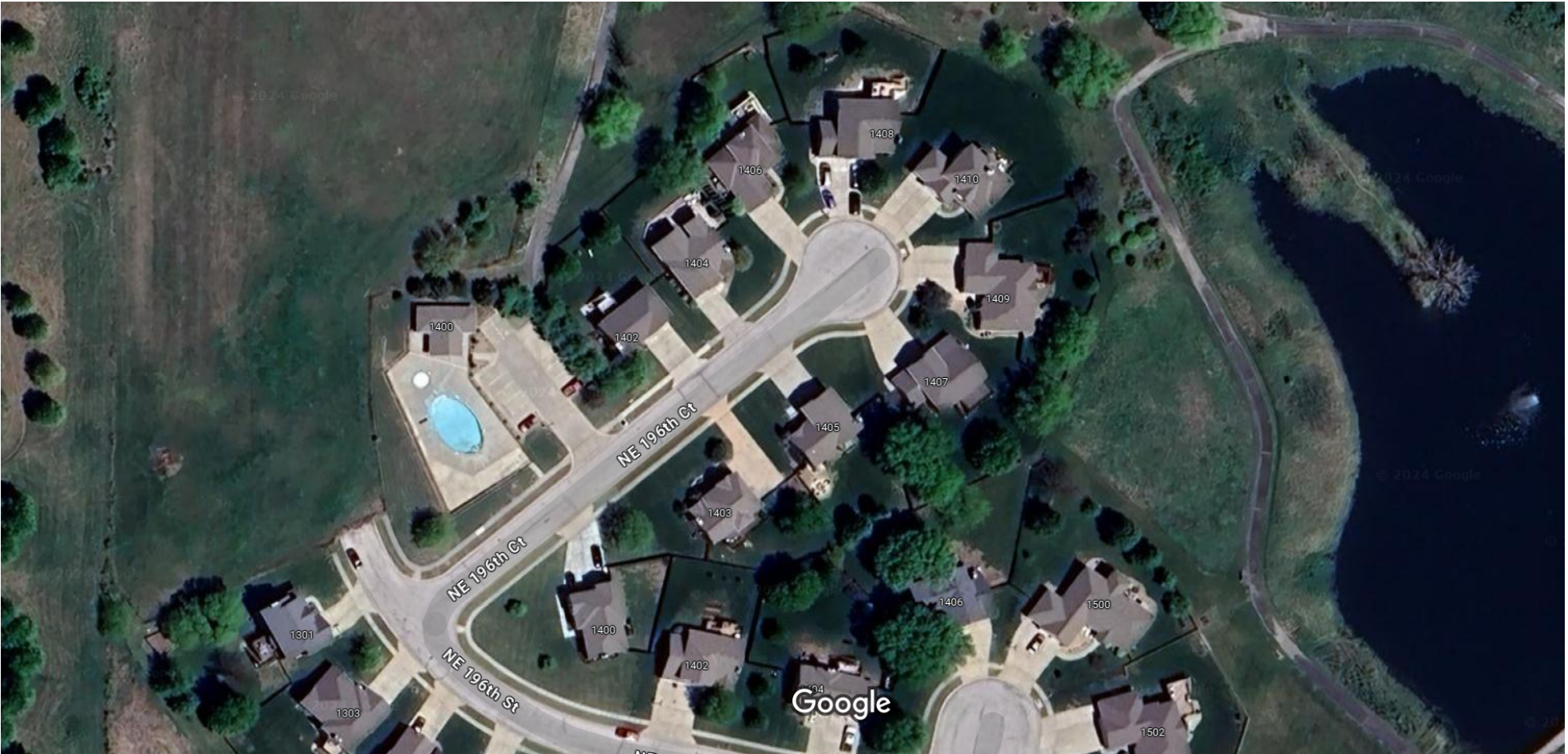
SECTION 2. COMMITTEES. The Board may maintain and operate such departments, boards, committees as may be provided for in these Bylaws or as it may provide by resolution, with such powers and authority as may be conferred, and to make funds of the Association available for the use of such departments, boards, and committees. The Board may employ a manager, secretaries, engineers, auditors, legal counsel, technical consultants, or any other employees or assistants provided for by these Bylaws or authorized by the Board, and may pay all expenses necessary or incidental to the conduct and carrying on of the business of the Association.

ARTICLE X
AMENDMENTS

These Bylaws, or any of them, or any additional or supplementary Bylaws, may be amended or repealed and new Bylaws may be adopted at any meeting of the Board or at any special meeting of the Board after notice has been given of the nature of the proposed Bylaw change.

Harbor Lakes Homes Association, Inc.
Annual Budget Report
11/30/2023

| Accounts | 2024 Budget |
|--|---------------------|
| Income: | |
| 50020-000 - Association Dues | \$95,625.00 |
| 57115-000 - Special Assessments | \$28,305.00 |
| Total Income: | \$123,930.00 |
| Expense: | |
| 61106-000 - Activities - Meeting Rentals | \$600.00 |
| 61106-006 - Activities-Social (M) | \$600.00 |
| 61121-000 - Trail/Tree Maintenance | \$10,000.00 |
| 61140-000 - Pool Repair & Supplies | \$36,950.00 |
| 61145-000 - Pool Service Contract | \$18,000.00 |
| 61146-000 - Pool Furniture/Equipment | \$500.00 |
| 61147-000 - Contingency - Pool | \$966.15 |
| 61185-000 - Gates and Controlled Access | \$300.00 |
| 61900-000 - Vandalism | \$1,000.00 |
| 61950-000 - Gate System Repairs | \$550.00 |
| 62023-000 - HOA - Grounds Maintenance | \$11,410.00 |
| 62027-000 - Chemical Application Expense | \$300.00 |
| 62035-000 - Lake/Wetlands Maintenance | \$3,495.00 |
| 62037-000 - Water Feature | \$550.00 |
| 63015-000 - Tax Return Preparation/Audit | \$295.00 |
| 63050-000 - Bank Charges | \$300.00 |
| 63090-000 - Dues,Memberships,Subscriptions | \$305.00 |
| 63110-000 - Legal Expense | \$3,000.00 |
| 63120-000 - License, Taxes, Reg Fees | \$35.00 |
| 63170-000 - Printing/Postage/Mailings | \$2,000.00 |
| 63225-000 - Internet Services | \$1,200.00 |
| 63226-000 - Website Creation/Maintenance | \$120.00 |
| 67110-004 - Electricity (Pool) | \$2,205.00 |
| 67110-006 - Electricity (Grounds) | \$475.00 |
| 67110-010 - Electricity (Lake) | \$700.00 |
| 67310-000 - Water & Sewer | \$840.00 |
| 71060-000 - Sales Tax Expense | \$10.00 |
| 71100-000 - Income Tax Expense - Federal | \$300.00 |
| 72010-000 - Insurance Expense | \$11,383.85 |
| 73010-000 - Management Fee Expense | \$15,540.00 |
| Total Expense: | \$123,930.00 |
| Budget Difference: | \$0.00 |

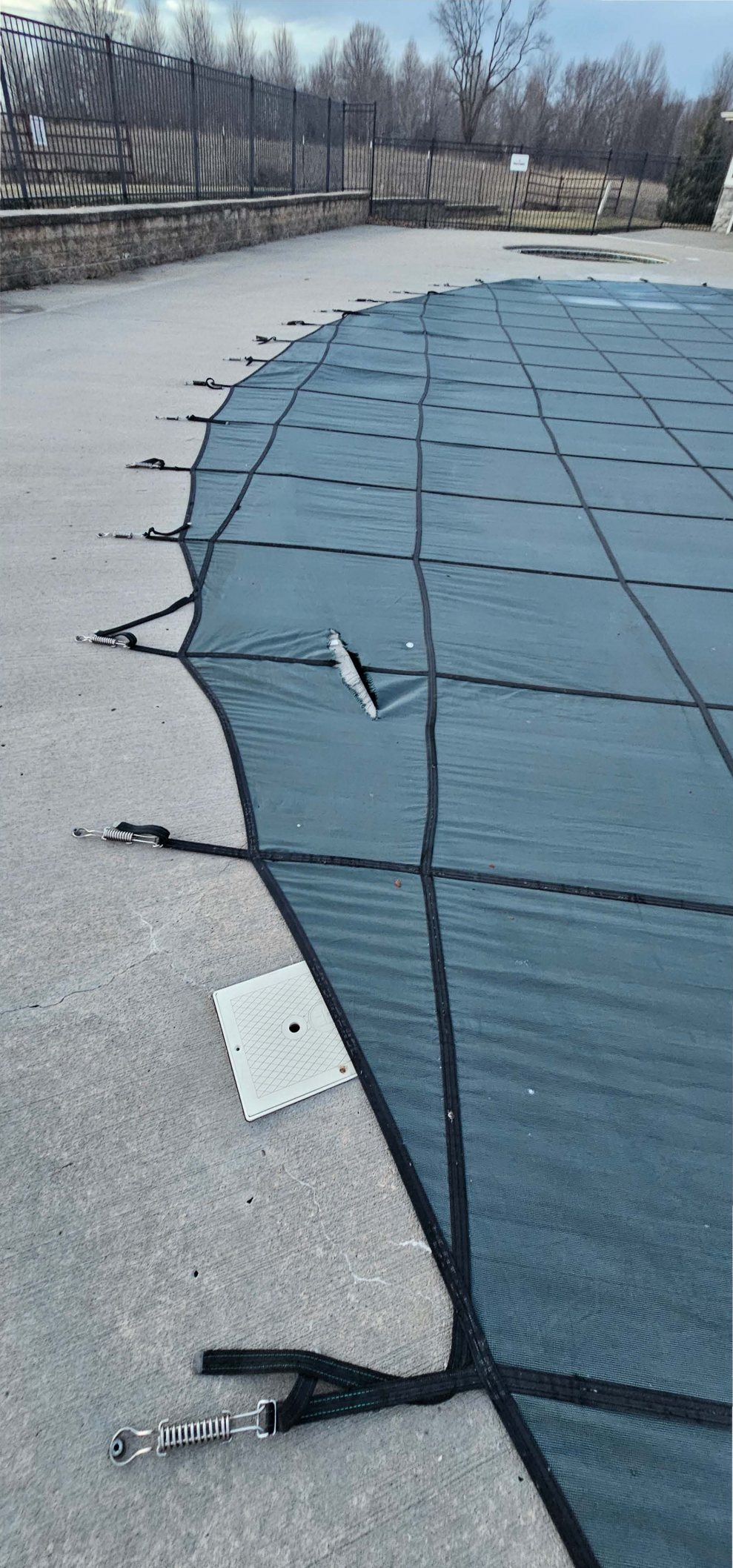








patched areas





JOHNSON POOL SERVICE LLC
5615 Thousand Oaks Dr
Parkville MO 64152
jeffjohnsonkansascity@gmail.com
816-830-5333

QUOTE 8866

10.28.2023

Harbor Lakes HOA
1400 E 1st Ct
Smithville, MO

[illegible]

Mid-America

POOL RENOVATION, Inc.

9/12/2023

Harbor Lake HOA
Mr. Jeff Johnson
100 NW Englewood Rd
Smithville, MO 64089

Re: Pool Renovation

Dear Mr. Johnson,

Thank you for contacting Mid-America Pool Renovation, Inc. We specialize in swimming pool re-surfacing and repairs, and have over 40 years experience renovating swimming pools.

Our **Major Commercial Reference Lists** are included in this proposal. Feel free to contact any of these references in regards to our reputation, quality of work and warranty services.

Our reference lists include many prestigious establishments. We would be pleased to add Harbor Lake HOA - Smithville, MO.

Mid-America Pool Renovation, Inc. offers tiling, coping, deck topping, and pool interior resurfacing. In addition to re-plastering, we are the exclusive manufacturer and area applicators of the INTER-GLASS® Reinforced Polymeric System, the only authorized reinforced polymeric re-surfacing system for the Host Marriott managed Hotel Group.

Mid-America Pool Renovation, Inc. is fully insured and bondable. We are members of the International Concrete Repair Institute, the Association of Pool & Spa Professionals, the National Plasterers Council, the Waterjet Technology Association, and have an A+ Rating with the Better Business Bureau of Greater Kansas City.

Mid-America Pool Renovation, Inc. is an **Illinois Department of Public Health Pre-Qualified Illinois Swimming Facility Contractor**.

We maintain full insurance coverage and have enclosed a sample Certificate of Insurance.

We enforce a drug-free workplace.

5929 E. 154th Terrace
Grandview, MO 64030

816.994.3300 Kansas City
773.278.7349 Chicago
636.537.0108 St. Louis
800.253.7349 Other Areas

816.994.3301 FAX

poolrenovation.com

COMPLETE SWIMMING POOL RENOVATION

- Polymeric Composite Surface Systems
 - Madewell® Mainstay®
 - Perma-Shield®
 - INTER-GLASS®
 - Hydro Ester LV Coating
- New Pool Interiors
 - INTER-GLASS®
 - Re-Plastering
 - Sunstone®
 - Diamond Brite®
 - River Rok®
 - Beadcrete®
 - Krystalkrete®
- Deck Re-Surfacing
 - Texture-Dek
 - Kool Deck®
- New Tile
 - 100s of Patterns
 - Depth & No Dive
- New Coping
 - Brick
 - Cast Stone
 - Concrete Bullnose
- Water Features
- Structural Repair & Consultation





PRICING SUMMARY

(details for each item are in quote body)

Pool Interior Options

| | |
|---------------------------|-------------------------------------|
| White Plaster: | \$30,700.00 – 5 Yr Warranty |
| Exposed Aggregate Finish: | \$36,000.00 – 5 Yr Warranty |
| White INTER-GLASS®: | \$52,240.00 – 25 Yr Warranty |

Additional Interior Items

| | |
|--------------------|-----------------------------------|
| Waterline Tile: | \$15,030.00 Optional |
| Depth Markers: | Included with New Tile |
| Step Marker Tiles: | Included with New Interior |

Note: All construction agreements will contain an additional line item for Mobilization totaling 4% of the contract total.



POOL INTERIOR SURFACES - Alternatives

For most residential and commercial swimming pools, we recommend and offer a choice of two pool interior surfaces. 1) Polymeric INTER-GLASS®, and 2) Cement-based re-plastering (with pool plaster, or exposed aggregate materials), are both at the pinnacle of their representative categories and known for their proven longevity and reliability.

Pool plaster continues to be the most popular surface used on new concrete pools and residential pools, as well as being the most economical re-surfacing option we offer. For commercial pools, heated pools and spas, pools constructed with panel walls, and pools with structure cracks, the INTER-GLASS® Reinforced Polymeric System presents important advantages over pool plaster due to its tolerance to structural cracking and movement, its resistance to pool chemical abuse, and its lengthy service life.

Both pool plaster and INTER-GLASS® come in traditional white, but for an additional charge are available in robin's egg blue, natural colors such as sand and charcoal, and special order colors. For outdoor residential pools without lights, INTER-GLASS® is also available with MoonGlow, a special surface that absorbs light during the day and glows at night.



REPLASTERING

Cement-based surfaces such as traditional pool plaster or marcite, exposed aggregate (Diamond-Brite, Sunstone, etc), and pebble finishes with either quartz or dolomite aggregates are widely used for new in-ground concrete swimming pools and spas. Pool plaster uses limestone as its aggregate component while exposed aggregate finished use silica quartz as the aggregate in its mix.

Besides being economical, cement-based surfaces are good choices for swimming pools that are kept full of water and always chemically balanced, where stress or structure cracking is not prevalent or expected, and when the pool is not heated.

Some advantages of cement-based linings are:

- Following installation, the pool can be filled almost immediately without a required, dry curing period
- They come in a variety of colors and finishes

Some disadvantages are:


- They must be submerged to avoid shrinkage cracking and delamination
- Their low tensile and flexural strengths make them susceptible to cracking
- Their naturally high alkaline and porous make-up mandate that the pool water chemistry be kept perfectly balanced to avoid reactions to pool chemicals, calcium carbonate growths and metal staining. They increase the pH of the water, have greater chlorine demands, and will affect Total Alkalinity levels.

Re-Surfacing Specifications & Pricing for Re-Plastering

- Clean, environmentally safe 40,000 psi Ultra High Pressure Water Jetting to remove loose, hollow or deteriorated sub-surface materials in order to insure the best possible mechanical bond
- Cutting and removing the existing plaster down at least 2" away from the waterline tiling, inlets, lights and other fixtures to achieve a flush finish with the new surface
- Placing contrasting color highlight tiles to demark the edges of all the steps and benches, and to satisfy applicable local codes
- All labor, materials and any clean-up associated with the re-surfacing work, and a 5-year warranty (see below for details)

The price to prepare and re-surface the Harbor Lake HOA - Smithville, MO **Main Pool & Kiddie Pool** with white pool plaster is **\$30,700.00.**

The price to resurface with an exposed aggregate finish is **\$36,000.00.**



*This price reflects standard colors only. Blue, Dark, Pearl, or custom colors may be an additional charge.

Re-Plastering Warranty

Mid-America Pool Renovation, Inc. has 5-year warranty from the date of installation on the new cement-based lining against any flaking, peeling, popping-off or excessive color change providing the pool is maintained chemically balanced and full of water (with proper winterization included as per National Spa & Pool Institute's BASIC POOL & SPA GUIDELINES, 4th edition, instructions for Plaster Finish pools). This warranty only applies to the labor and materials on the newly placed surface material and does not cover any DAMAGE including, but not limited to or from: Defects in the structure including structural or hairline cracking; Vandalism, intentional or accidental abuse, or neglect; Improper acid washes; Stains or discoloration due to, but not limited to, the improper use of chemicals, improperly maintained water chemistry, or any introduction of metals or metal ions into the water; Improper winterization; Hydro-static water pressure; Any acts of God; From any intruder after the plaster crew has left the job site, or from any other action outside the course of normal everyday use and care of the surface lining, or from any other action over which Mid-America Pool Renovation, Inc. has no control. Consequential damages such as, but not limited to, loss of revenue, cost of water, etc., are not covered under warranty.




THE INTER-GLASS® REINFORCED POLYMERIC SYSTEM

Mid-America Pool Renovation, Inc.'s INTER-GLASS® Reinforced Polymeric System of surface preparation and base application is the premium of pool re-surfacing choices. Approximately 50% of our residential clients choose INTER-GLASS® over a cement-based interior. Approximately 75% of our commercial pool clients choose INTER-GLASS® and nearly 90% of our clients with indoor pools choose INTER-GLASS®.

The INTER-GLASS® system offers an excellent surface for concrete, acrylic-wall, and metal pools:

- INTER-GLASS® is an inert surface and does not interact with pool chemicals like a cement or painted surface. This is especially important for indoor pools
- The 'silky smooth' yet non-slippery surface is easy to clean and reduces pool chemical usage up to 50%
- The adhesive and sealing qualities of Epoxy Resin produces a placement venue supporting a fully bonded surface, and resulting in making the pool shell stronger
- The INTER-GLASS® surface will not be affected if the pool water chemistry periodically falls out of balance
- INTER-GLASS® is unaffected by salt chlorine generators
- The seamless, non-porous surface stops chemically treated pool water from reaching the reinforcing steel and causing carbonation, metal corrosion and concrete degradation
- INTER-GLASS® cannot shrink-crack, spall or become rough like cement based pool linings
- INTER-GLASS® cannot puncture like PVC or other soft-membrane liners, and it cannot blister like pool paint
- INTER-GLASS® eliminates the need for future sandblastings, acid washings, liner replacements and painting
- INTER-GLASS® is safe for contact with food. INTER-GLASS® meets the national specifications of 21 CFR Parts 117.1580, 175.300 and 177.1640 that cover polymeric materials intended for repeated use in contact with food.
- INTER-GLASS® is **PVC-FREE**

The INTER-GLASS® system is a combination of a hybrid preparation process incorporating sub-surface Protective Barrier System (PBS) technology and including biaxial E-Glass, roving woven, InterSteel (when needed), and a special sealing resin followed by our 6-step surface installation process.



InterSteel is a structural repair method using various aramid fabrics including Kevlar® by DuPont (when necessary) in combination with special Type IV sealing resins used extensively around the world to repair structural earthquake damage. This system yields tensile and flexural strengths in the range of 200,000 to 400,000 PSI.

INTER-GLASS® Specifications & Price

- Removal of all hollow lifted areas or blisters
- Surface sanding as needed
- Hi-pressure water blasting (5000psi) to completely clean the prepared surface
- Installation of a penetrating, sub-surface sealing Protective Barrier System
- Stress / structural crack repair as needed
- Placing contrasting color diamond tiles to demark the edges of all the steps and benches, and to satisfy applicable local codes
- All labor, materials and clean-up associated with installation of the INTER-GLASS® system
- 25-year Limited manufacturers warranty

The price to prepare and re-surface the Harbor Lake HOA - Smithville, MO **Main Pool & Kiddie Pool** with white INTER-GLASS® is: **\$52,240.00.**

INTER-GLASS® Warranty Information

The attached Sample copy of the warranty lists all conditions and limitations. Mid-America Pool Renovation, Inc. provides this warranty to the pool owner providing: a) the entire project has been paid in full, b) outdoor pools are winterized per the Association of Pool & Spa Professionals BASIC POOL & SPA GUIDELINES, 4th Edition, instructions for vinyl-lined, or, plaster or painted pools with covers, c) pools are not left drained with the exception of up to 5 days for necessary repairs for those pools not experiencing hydro-static underground water pressure, and d) the pool structure and sub-surface remain sound and intact.

Mid-America Pool Renovation, Inc. produces and installs the INTER-GLASS® system and warranty's both the labor and materials for the warranty period.



WATERLINE TILE

In changing waterline perimeter tiling we offer the option of choosing from our selection of frostproof swimming pool tiles from the major tile distributors across the United States.


To remove the existing tiling, prepare a tile bed, supply and install the frostproof mosaic swimming pool tile of your choice (@ 6" depth) around the **Main Pool & Kiddie Pool** would cost **\$15,030.00** provided it is contracted at the same time as the pool interior.

Please note that installing tile after the new interior has been installed is more difficult and more expensive.

Note: Depth tiles are placed at a minimum of 25-foot intervals around the waterline of commercial pools, and are included in the above price.

You may choose any of the standard ceramic swimming pool tile patterns for this price. **Please provide us with your first and second choices as sometimes patterns are not in stock.**

- * Please note that some tiling in the brochures are listed as "Accent", "Trim", or "Deco" tiling and are more expensive and not generally used as perimeter waterline tiling. Please inquire with the office on pricing and information on these or any other types of specialty listed or described tiles.



Mid-America Pool Renovation, Inc. guarantees to use only the best recognized products, the most generally aesthetically appealing application techniques, and the most thorough clean-up procedures recognized by our industry in all of our services to produce a beautiful and safe desired result.

If you have filled out and returned one of our pool specification questionnaires, all above quotes are strictly conditional on the accuracy of the information that you have provided to us.

All construction agreements will contain an additional line item for Mobilization totaling 4% of the contract total.

The above prices are valid for a period of 60 days with payment expected upon completion of each contracted phase or as negotiated.

The quoted prices do not reflect Prevailing Wage Scales, costs of Performance Bonds or local or state sales taxes.

The quoted prices are contingent on the use of Mid-America Pool Renovation, Inc.'s modified AIA four (4) page Construction Agreement. Minor changes, additions or modifications to Mid-America Pool Renovation, Inc.'s Agreement are welcome for our review, however all other 'Independent Agreements' including longer AIA Agreements, Supplemental Conditions, Vendor, Service, or Membership required Agreements will be assessed a minimum charge of **\$ 50.00/per page fee** for legal review and legal amendment as required.

This minimum \$ 50.00/per page fee will need to be paid in advance along with the submittal of such an Independent Agreement (s) as noted above.

The quoted prices are contingent on the use of Mid-America Pool Renovation, Inc.'s Construction Agreement. Any and all other additional costs that might be incurred regarding independent Agreements (Contracts, Service Agreements), including membership fees with organizations are not included in the above pricing and will be billed to the Owner as an additional expense.

Thank you for giving us the opportunity to present this quote on your project and I look forward to hearing from you again soon.

Sincerely,



Landon Cole
Project Manager
Mid-America Pool Renovation, Inc.



Harbor Lake HOA, 1400 NE 196th Ct, Smithville, MO

#0000645

From: Mid-West Plastering LLC **Bill To: Johnson Pool Service**

12604 Santa Fe Trail Dr.

Lenexa, KS 66215

918-728-1572 or 785-408-0013

midwestplasteringllc@gmail.co

m

Amount:

\$35,600.00

Expiration Date:

10/22/2023

| Item | Rate (excl. tax) | Quantity | Total |
|--|---------------------|----------|-------------|
| Harbor Lake HOA, 1400 NE 196th Ct, Smithville, MO Sandblast walls and floor in pool and baby pool, removing all paint for new surface to adhere. If baby pool is only painted, we will do a full chip out and price will be \$2750) | \$12,750.00 | 1 | \$12,750.00 |
| Replaster Pool with White plaster finish. Prep: Cut underneath tile and chip out 2-3inches under tile. Chip around all returns and lights. Chip-out "hollow" spots and loose plaster making sure the pool is free of any loose debris. Power wash and acid wash before putting the bonding agent on entire pool. Plaster pool and hand trowel smooth. | \$16,900.00 | 1 | \$16,900.00 |
| Replaster baby pool to match pool. | \$5,200.00 | 1 | \$5,200.00 |
| Trim Tile - Pool and Baby Pool In-set trim tile in plaster to meet code requirements. | \$750.00 | 1 | \$750.00 |

| | |
|--------------|--------------------|
| Subtotal | \$35,600.00 |
| Total | \$35,600.00 |

Notes:

This is an estimate. Approval of this estimate, states you have reviewed and agree to our contract and its terms. Necessary changes due to unforeseen or pre-existing conditions unknown or not included in estimate, may necessitate additional work and expense to allow proper performance of the "Work". Upon discovery of any changes, Contractor shall notify Client and inform Client of additional work, time, and expenses necessary to rectify such deficiency as needed to facilitate proper performance of contracted work. Approval of estimate states you agree to our agreement contract terms.

Accepted on: _____ **Accepted by:** _____ **Signature:** _____

Clay County, Missouri
Unofficial Document

STATE OF MO.
CLAY COUNTY
I CERTIFY THIS IS A TRUE AND CORRECT COPY

S38237

2003 NOV 19 A 9:30

BOOK 4417 PAGE 970
ROBERT T. SEVIER
RECORDER OF DEEDS
B. Ash Carter
Duty

**Declaration of Covenants, Restrictions, Easements
Charges, Assessments and Liens for
Harbor Lakes**

(with Homes Association Declaration)

This Declaration is made the date signed below by Craig Porter Development, LLC, a Missouri Limited Liability Company (hereinafter "Developer" and as both "Grantor" and "Grantee") whose mailing address is P.O. Box 1330, Kearney, MO 64060.

Whereas, the Developer is owner of certain land described in **Exhibit A (pages 25 and 26 hereof)**; and

Whereas, the Developer presently intends to develop, on said land and adjoining land, a housing Project to be known as "Harbor Lake" predominantly devoted to single family residential use; and

Whereas, the Developer desires to provide for the preservation of the values and amenities in said Project and for the maintenance of certain common use areas and easement areas (some of which common areas and easement areas to be left in their natural state), including any improvements located thereon; and, to this end, desires to subject the said land and Project to the covenants, restrictions, easements, charges and liens hereinafter set forth; and

Whereas, the Developer has deemed it desirable, for the efficient preservation of the values and amenities of said Project, to create an entity to which should be delegated and assigned all or some of the power of maintaining, administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and

Whereas, the Developer intends to cause incorporation (under the laws of the State of Missouri) of a Missouri not-for-profit corporation for the purpose of exercising the functions herein described, such corporation to be known as "Harbor Lakes Homes Association, Inc." or such other similar name as shall be available for use under law.

Now Therefore, the Developer hereby declares that the land described in **Exhibit A** (as well as land which may be added thereto by annexation and/or expansion as hereinafter provided) shall be held, sold, used and conveyed subject to the following covenants, restrictions, easements, charges and liens, all of which are for the purpose of promoting the common good and general welfare of all Owners and thereby enhancing and protecting the value, desirability and attractiveness of such land. These covenants, restrictions, easements, charges and liens shall run with such land and with the title to such land and shall be binding on all parties having or acquiring any right, title or interest in such land or any part thereof, subject to the limitations herein provided, and shall inure to the benefit of each Owner, his or its heirs, grantees, distributees, personal representatives, successors and assigns, the Association and the Developer.

Article I

Definitions

The following terms, when used in this Declaration, or in any supplemental Declaration made effective against the Property according to law, shall have the following meanings (except as otherwise expressly provided or unless the context otherwise requires):

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1. Assessable Property. "Assessable Property" shall mean and refer to the Property, together with all permanent structural improvements thereon, except such part or parts thereof as may from time to time constitute "Nonassessable Property." In no event shall land owned by the Association or the Developer (prior to a conveyance of same to a third person or entity) be deemed Assessable Property.
2. Assessments. The term "Assessments" shall have the meaning specified in this Declaration and shall include Annual Assessments, Special Assessments, User Fees and all other charges levied specifically against particular Owners and/or their Lots pursuant hereto.
3. Association. "Association" shall mean Harbor Lakes Homes Association, Inc., a Missouri not for profit corporation (or a similarly named corporation), to be concurrently or hereafter established.
4. Board. "Board" shall mean Board of Directors of the Association.
5. City. "City" shall mean the City of Smithville, Missouri.
6. Common Property. "Common Property" shall mean and refer to the improved or unimproved real property, together with any Structures and personal property located thereon, in which the Association owns or holds an interest (or in which Developer otherwise makes available for use by Owners) or which is or may be available for the common use, benefit or enjoyment of the Owners (including any landscaping, berm and/or monument sign easements shown on any plat of the Property or otherwise reserved), as such areas may be designated from time to time by the Developer or the Board. Such interest or interests may include, without limitation, estates in fee, easements, leaseholds or licenses. Without limiting the foregoing, the Common Property may include all (if any) islands, median strips, landscaping berms and monument signs/sites, irrigation systems on Common Property, green spaces, natural buffers of timber and brush (in order to preserve native habitat in proximity to Lots, inclusive of plants and animals), landscaped areas, pools, tennis courts, recreational facilities, decorative streets lighting, lakes, dams and storm water detention facilities, entrance magazines, pedestrian/biking trails, exit magazines and monument signs adjacent to such streets.
7. Declaration. "Declaration" shall mean and refer to this Declaration of Covenants, Restrictions, Easements, Charges, Assessments and Liens, as the same may from time to time be supplemented or amended in the manner prescribed herein.
8. Deed. "Deed" shall mean and refer to a deed, assignment or other recordable instrument conveying the fee simple title to a Lot or a recorded land sale contract, contract for deed or similar instrument which requires the vendee to make periodic payments towards the purchase price for the purpose of eventually obtaining the fee simple title to a Lot.
9. Developer. "Developer" shall mean and refer to Craig Porter Development, LLC, a Missouri Limited Liability Company, and its successors and assigns (including a "New Developer" hereinafter defined).
10. Development Period. "Development Period" shall mean and refer to the period of time commencing upon the execution date hereof, and terminating upon the occurrence of the earlier of: (a) the 31st day of December, 2013, or (b) the date Developer ends the Development Period, in Developer's sole discretion, by written notice to the Board. Whensoever this Declaration confers rights and privileges on the Developer (such as, but not limited to, the giving or withholding consents and approvals or the pursuit of specified remedies in the event of a default or breach hereunder), such rights and privileges shall be of no further force or effect after expiration of the Development Period, notwithstanding any provision of this Declaration to the contrary.
11. Director. "Director" shall mean and refer to a director of the Board.
12. DRC. "DRC" shall mean and refer to the Design Review Committee.
13. Easement Area. "Easement Area" shall mean the real property described as an easement (or similar land servitude) on any plat, development plans, plats or maps filed or to be filed for record by the Developer with respect to any part of the Property, and any real property from time to time (by recorded instrument) reserved for the easement purposes set forth in such instruments by Developer. Without limitation, the Easement Area shall include (if any) landscaping areas, berms and monuments signs and areas appurtenant thereto as described on any plat.
14. Lot. "Lot" shall mean and refer to any plot or parcel of land, constituting part of the Property, owned by Developer or described in a Deed granted from or by the Developer or any subsequent Owner, which Deed has been recorded in the Recorder of Deeds Office for Clay County, Missouri (but not including Common Property), together with all permanent structural improvements thereon.
15. Member. "Member" shall mean and refer to every person or entity holding membership in the Association, as provided herein
16. Nonassessable Property. "Nonassessable Property" shall mean and refer to all land designated as Common Property, all portions of the Property owned by the Association, and all portions of the Property (whether or not platted) owned by Developer before initial sale and conveyance to a third person or entity.

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17. Owner. "Owner" shall mean and refer to any person or entity holding record title to the fee interest of any Lot. "Owner" shall include a contract for deed seller, but shall exclude a person having an interest merely as security for the performance of an obligation.
18. Plat. "Plat" shall mean and refer to a final subdivision plat filed and recorded with respect to or encompassing all or part of the Property or any development Plan filed with and approved by the City.
19. Project. "Project" shall mean and refer to the development occurring at the Property which may sometimes be known as "Harbor Lakes".
20. Property. "Property" shall mean and refer to that certain real property described more particularly in **Exhibit A** attached hereto and made a part hereof, together with such Annexation Property (hereinafter defined) as the Developer, at its option but without obligation, shall make subject to this Declaration pursuant hereto.
21. Restriction. "Restriction" shall mean and refer to any covenant, agreement, restriction, easement, charge, assessment, lien or other obligation created or imposed by this Declaration.
22. Structure. "Structure" shall mean and refer to:
- Any thing or object, house, building, trees and landscaping (the placement, size, shape, color, height and quality of which upon any Lot may affect, in the opinion of the DRC, the appearance of such Lot) including by way of illustration and not limitation, any wall, fence, hedge, sign, single family residence, appurtenance, or any temporary or permanent improvement to such Lot; and
 - Any excavation, fill, ditch, diversion dam, retention basin or other thing or device which affects or alters the natural flow of waters from, through, under or across any Lot or which affects or alters the flow of any waters in any natural or artificial stream, was or drainage channel from, upon or across any Lot; and
 - Any change in the grade of any Lot of more than six (6) inches.

Article II

The Association

1. Powers and Duties of the Association. The Association is organized to operate for the promotion of the common good and general welfare of the Owners and consistent therewith, to acquire, own, improve, maintain, preserve, convey and control the Common Property and Easement Areas, to administer and to enforce all covenants, restrictions, easements and charges contained in the Declaration and all liens created herein, and otherwise to promote the health, safety and general welfare of the people of said Project, and to do and perform any and all acts which may be necessary or proper for or incidental to the exercise of any of the express powers (but not intended as affirmative obligations unless so stated) of the Association, including by way of illustration and not of obligation (unless so stated) or limitation:
- Assessments. The Board may levy Assessments on the Owners of Assessable Property (but not the Owners of Nonassessable Property) and enforce payment of such Assessments, all in accordance with the provisions of this Declaration.
 - Right of Enforcement. The Board shall also have the power and authority from time to time in its own name, on its own behalf or on behalf of the Developer or on behalf of any Owner or Owners who consent thereto, to commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of the Declaration and to enforce, by mandatory or prohibitive injunction or otherwise, all of the provisions hereof or to pursue any right, remedy or damages set forth in this Declaration.
 - Common Property. The Board may (but shall not be required to) plan, design, acquire, improve, construct on, lease and equip the Common Property and Easement Areas with, by way of example and not limitation or affirmative obligation, parks and other open space, trees, flowers, landscaping berms, other landscaped areas such as islands and medians, monument signs for the Project or any part thereof, fountains, benches, shelters, public sculpture, pedestrian and bicycle pathways, ornamental walls, lighting systems for such pathways, decorative street and pathway lighting, bridges or underpasses for such pathways, retention basins, lakes, dams, swimming pools, tennis courts, office space, storage and maintenance buildings, garages and other buildings and facilities deemed necessary or desirable by the Board (collectively, the "Common Property Improvements" which may also be referred to herein as the Common Property). The Board may maintain, repair and replace the Common Property Improvements, all as shall be determined to be necessary by the Board. The Board may convey and dedicate, to the City (in which the Common Property is located) and to the use and enjoyment of the general public, any of the Common Property, subject to the approval of, and the appropriate acceptance by, said City and the Developer. Notwithstanding any provision of this instrument to the contrary, certain portions of the Common Property, such as buffer areas near

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the lake and the southern and eastern boundaries of the Property, shall be maintained in their natural state so as to promote conservation of the native habitat of wildlife, trees and vegetation (and each Owner, by accepting a Deed, acknowledges that such buffer areas shall not be maintained by the Association or Developer but rather shall remain in their naturally existing condition).

- d) Easements and Rights-of-Way. The Board may grant and convey easements and rights-of-way in, on, over or under the Common Property for the purposes of constructing, erecting, operating or maintaining thereon, therein or thereunder (i) overhead or underground lines, cables, wires, conduits or other devices for the transmission of electricity and for lighting, heating, power, telephone, community television, radio and audio antenna facilities and other purposes, (ii) public sewers, storm water drains and pipes, water systems, sprinkling systems, water, heating and gas lines or pipes, and (iii) any similar public or quasi-public improvements or facilities as may be considered necessary for the common good of said Project.
- e) Employment of Agents. The Board may employ the services of any person or corporation as manager (herein, "Manager"), together with other employees (as may be directed and delegated by the Board), to manage, conduct, and perform the business, obligations and duties of the Association and may enter into contracts for such purpose.
- f) Insurance. The Board may obtain and keep in force such policies of insurance and surety bonds, as are necessary to adequately insure and protect the Common Property and the operations thereon and of the Association as deemed by the Board to be necessary and appropriate.
- g) Landscape Maintenance. The Board may care for, spray, trim, protect, provide irrigation for, and replant, trees (if any) on or adjacent to all streets, and on islands located therein, on the Common Property and Easement Areas (including landscaping berms located on any Owner's Lot) and on any Lot, if necessary (as determined by the Board); and shall care for, irrigate, protect and replant any shrubbery, re-sow any grass and replace any sod on the Common Property and Easement Areas, where the maintenance thereof is for the general welfare and benefit of the Owners (including enhancement or preservation of Lot values), as determined in the sole judgment of the Board, provided however, notwithstanding any provision of this instrument to the contrary, certain portions of the Common Property, such as buffer areas near the lake and the southern and eastern boundaries of the Property, shall be maintained in their natural state so as to promote conservation of the native habitat of wildlife, trees and vegetation (and each Owner, by accepting a Deed, acknowledges that such buffer areas shall not be maintained by Association or Developer but rather shall remain in their naturally existing condition).
- h) Maintenance of Vacant Property. The Board may mow, care for, maintain, and remove rubbish from vacant or unimproved Property and do any other things necessary or desirable in the judgment of the Board to keep any vacant and unimproved Property, and the parking in front of any part of the Property, neat in appearance and in good order, provided however, notwithstanding any provision of this instrument to the contrary, certain portions of the Common Property, such as buffer areas near the lake and the southern and eastern boundaries of the Property, shall be maintained in their natural state so as to promote conservation of the native habitat of wildlife, trees and vegetation (and each Owner, by accepting a Deed, acknowledges that such buffer areas shall not be maintained Association or Developer but rather shall remain in their naturally existing condition)..
- i) Lighting. The Board may provide such lights as the Board may deem advisable on Common Property.
- j) Snow Removal. The Board may provide for the removal of snow from Common Property.
- k) Signs. The Board may erect and maintain signs (including one or more monument signs identifying the Project), other than street signs which are within the exclusive control of the City, after such signs are approved in writing by the Developer (which approval may be withheld or conditioned in Developer's sole and absolute discretion).
- l) Security Protection. The Board may employ duly qualified officers for the purpose of providing such security protection as the Board may deem necessary or desirable in addition to the protection rendered by public authorities.
- m) Acquisition of Real Estate. The Board may acquire and own title to such real estate as may be reasonably necessary to carry out the purpose of the Association and promote the health, safety, and welfare of Owners; pay taxes on real estate and facilities owned by it; and pay such taxes as may be assessed against the Common Property.

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- n) Borrow Monies. The Board may borrow monies on such terms as the Board shall determine necessary and appropriate. It shall be permissible for the Board to borrow monies from the Developer, such to be evidenced by promissory note in form and content acceptable to the Board.

2. Membership in the Association.

- a) Each Owner (notwithstanding the number of Lots owned) shall become a Member of the Association upon acquisition of a Lot (and shall remain so during such ownership) and such Owner shall specify in writing to the Board the name or names of the individual(s) who hold the Association membership and have the right to vote on behalf of such Member. In the absence of such written specification to the Board, Assessments shall be charged against the Lot and Owner thereof, but the Owner shall have no right to vote the Membership. Furthermore:
- i) If the sole Owner of a Lot is a natural person, only that person may be the Member.
 - ii) If the Owner of a Lot is or includes more than one natural person (such as a husband and wife), the Member may only be an individual who is one of those natural persons.
 - iii) If the Owner of a Lot is an artificial entity (such as a corporation, trust, limited liability company, limited partnership, limited liability partnership, general partnership, or the like), such artificial entity shall be the Member but the person who may vote on behalf of such Member must be duly authorized to do so by such artificial entity (and such artificial entity must provide the Board with such proof of due authorization, as the Board may require in its sole discretion, before such Member may vote).
 - iv) Anything in this subsection to the contrary notwithstanding, where a Lot is owned of record in any manner of joint or common ownership between one or more individuals and/or artificial entities, the joint or common Owners thereof shall share the rights (including voting rights) given to an Owner pursuant to this Declaration which they shall be entitled to exercise as a whole, but not in part, in whatever manner they shall jointly and unanimously determine (but if they cannot agree upon how their vote shall be cast, such Member shall not be entitled to vote on the issue(s) upon which the disagreement exists). It shall be rebuttably presumed that any person or entity who is a joint or common Owner and who appears at a meeting for the purpose of voting for the Owner on a proposition shall have the right to vote that Membership unless at (or within 30 days before) such meeting, the Board is advised in writing by another co-owner that such person attempting to vote does not have the concurrence of his or her other co-owners.
- b) Each membership shall be entitled to one (1) vote for each Lot owned within the Property, provided however, until the end of the Development period, Developer shall be entitled to ten (10) votes for each Lot owned by Developer within the Property notwithstanding that Developer's Lots shall not be subject to payment of Assessments.
- i) Subject to the provisions of this Declaration, once a Member has been identified as an Owner, a successor Member may only be specified as such Owner upon at least thirty (30) days' prior notice to the Board.
 - ii) A Membership shall not be transferred, pledged or alienated in any way, except as herein expressly provided. Subject to the provisions of this Declaration, an Association Membership shall automatically be transferred to a new Owner upon the transfer of the Lot to which it appertains (and then only to such transferee), whether by sale, intestate succession, testamentary disposition, foreclosure of a mortgage, legal process transferring fee simple title to such Lot, or otherwise.
 - iii) Subject to the provisions of this Declaration and the Association's By-Laws, the Board may make, amend or rescind such rules and regulations as it deems advisable for any meeting of Members, Association vote, referendum or election.

3. Board of Directors (Board).

- a) The powers of the Association shall be vested in, exercised by, and under the authority of, and the affairs of the Association shall be controlled by, a Board of Directors consisting of three (3) persons who, during the Development Period need not be Members but, after the Development Period, shall be Members. The Board, by a majority vote, shall exercise for and on behalf of the Association all powers, duties and authority vested in or delegated to the Association. Whenever any provision of this Declaration requires or permits the "Association" to do or perform an act, such action shall be taken and authorized by the Board, without the necessity of first securing the consent of the Members

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(unless this Declaration specifically requires the performance of a specific act to be first approved by Members at a special or annual meeting)

- b) Directors shall be elected annually by the Members (cumulative voting for same shall not be permitted), shall be elected for one (1) year terms of office, and shall serve thereafter until their successors are elected and qualified.
4. Suspension of Membership and Rights of Enjoyment. The Board may suspend the voting rights of Members (other than voting rights of Developer) and the rights of Members (other than Developer) who are entitled to enjoyment or use of the Common Property and the services offered thereon who:
 - a) Are in default or breach of any provision hereof; or
 - b) Have allowed any Assessment levied by the Association pursuant to this Declaration to become delinquent; or
 - c) Have failed to pay any User Fee or charge levied by the Association when due and payable; or
 - d) Have violated any rules and regulations adopted by the Board governing the use and enjoyment of the Common Property or services thereon.
5. Termination of Membership. No Owner (other than Developer) shall continue to be a Member after he ceases to hold a qualifying interest in any Lot. No Member may avoid his obligations under this Declaration by declining to use Common Property, abandoning his Lot, or by any other act of abandonment or renunciation.
6. Limitation of Liability. Neither Developer nor any member of the Board, officer of the Association, or member of any committee of the Association (whether such committee is specifically described in this Declaration or hereafter created by the Association) shall be personally liable to any Owner, Member or to any other party, including the Association, for any damage, loss or prejudice suffered or claimed on account of any act, omission, error or negligence of Developer or such Board, officer of the Association, committee member, or any other representative or employee of the Association or of Developer, provided that such person has, upon the basis of such information as may be possessed by him, acted in subjective good faith, without willful or intentional misconduct.
7. Acknowledgment of Developer's Control of the Association. All persons or entities who are now or hereafter subject to this Declaration shall be deemed to acknowledge and understand that Developer retains significant voting control over the Association (and the election of the Board of Directors) due to the fact that Developer is entitled to cast ten (10) votes for each Lot owned.

Article III

Imposition of Assessments and Liens Upon Property

1. Covenants for Assessments and Creation of Liens. Each Owner of Assessable Property, jointly and severally, for himself, his heirs, distributees, legal representatives, successors and assigns, by acceptance of a Deed or other conveyance for any Lot which is then Assessable Property, whether or not the covenants contained herein shall be expressed in any such Deed or other conveyance, hereby covenants and agrees that:
 - a) He will pay to the Association all Assessments (as previously defined to include Annual Assessments, Special Assessments, User Fees and all other charges levied specifically against particular Owners and their Lots pursuant hereto) which may or shall be levied by the Board against Assessable Property owned by him in each year or any part thereof;
 - b) He shall be personally liable for all such Assessments which become due while he is the Owner of each Lot being assessed;
 - c) All Assessments, together with the continuing obligation to pay Assessments assessed, levied or charged in all future years, together with all costs, expenses, interest and reasonable attorneys fees incurred in the collection of delinquencies, shall become, upon the filing of this Declaration, and remain a charge against and be secured by a continuing lien upon the Assessable Property of such Owner (which lien shall be imposed and enforced in accordance with this instrument); and
 - d) Said charge and lien shall be superior to any and all other charges, liens or encumbrances which may hereafter in any manner arise or be imposed upon the Assessable Property whether arising from or imposed by judgment or decree or by any agreement, contract, mortgage or other instruments, excepting only:
 - i) Purchase money mortgages or deeds of trust given to finance the purchase of the Lot subject to the mortgage or deed of trust or to finance initial construction of improvements on the Lot subject to the mortgage or deed of trust; provided, however, that this subordination to such mortgages shall apply only to assessments which have become due and payable prior to a sale or transfer of any Lot on account of the foreclosure of any such mortgage or on account of any other proceeding in lieu of foreclosure; such a sale or transfer at foreclosure

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- or in lieu of foreclosure shall not release such Lot from the lien of or relieve the new Owner, his successors and assigns from liability for any Assessments thereafter becoming due; and
- ii) Such liens for taxes or other public charges as are made superior by applicable law; provided, however, that this subordination to such liens shall apply only to Assessments which have become due and payable prior to a sale or transfer of any Lot on account of the foreclosure of any such tax/public charge lien or on account of any other proceeding in lieu of such foreclosure; such sale or transfer at foreclosure or in lieu of foreclosure shall not release such Lot from the lien of or relieve the new Owner, his successors and assigns from any liability for any Assessments thereafter becoming due.

Nothing contained in this Section shall be construed so as to constrain or impair the right of the Association to receive payment of surplus funds realized from a foreclosure sale, to the extent of any funds remaining after satisfaction of said prior liens.

2. Rate of Assessment.

- a) For the purpose of providing funds for the uses specified in this Declaration, the Board may annually assess against the Assessable Property (but not the Nonassessable Property), a charge (referred to herein as "Annual Assessment"), which shall be uniform as to each Lot which constitutes Assessable Property. The first Annual Assessment, however, shall not be less than \$150.00 per Lot of Assessable Property.
- b) Each year, the Board shall endeavor to prepare and approve an annual cash budget projecting anticipated revenues, cash receipts, cash expenditures, and net cash, surplus or deficit for the ensuing fiscal year (the "Association Budget"). The fiscal year for the Association shall be the calendar year. Before approval of any Association Budget, however, the Board may (but shall not be required to) call a special meeting of the Members for the purpose of seeking input on same. Upon approval of any Association Budget by the Board, the Board shall set and levy the rate of Annual Assessment for the ensuing fiscal year, provided however, after the expiration of the Development Period, the Board may not increase the rate of Annual Assessment by more than twenty-five percent (25%) over the previous year's Annual Assessment unless first approved at a special meeting of the Members (majority vote of a quorum at such Member's meeting prevails) called for such sole and exclusive purpose, provided however, there shall be no such limitation on increases in Annual Assessments during the Development Period.

3. Billing of Annual Assessments. As soon as practicable after the Board shall establish the levy for Annual Assessment (which shall be payable in advance, rather than in arrears, with respect to each fiscal year), the Board shall send a written bill to each Owner stating the amount of the Annual Assessment imposed against each Lot which is Assessable Property owned by the Owner. Each Annual Assessment shall be due and payable not later than thirty (30) days after a bill for same is sent to the Owner at such Owner's last known address. Such billings, when so sent, shall be deemed "notices" within the meaning of this Declaration (and specifically the portions hereof which govern the method and effect of giving notices).

4. Commencement of Assessments. Each Lot constituting Assessable Property shall become subject to the Annual Assessment on the first day of the month following the month in which each Lot becomes Assessable Property. Such Annual Assessment shall be adjusted and prorated according to the number of full or partial months remaining in the fiscal year of the Association. A Lot shall become Assessable Property when the residence on the Lot is first occupied for residential purposes .

5. Late Payments.

- a) Interest shall accrue on unpaid Assessments (which are delinquent) at a rate of 10% per annum from the delinquency date until paid.
- b) In the event that an Owner shall fail to fully pay the Annual Assessment by the due date thereof, such unpaid amount shall become a binding personal obligation of such Owner, and the Board shall have the right, pursuant to the provisions of this Declaration, to enforce the lien for the Annual Assessment as set forth in this Declaration. The Board shall have the right and duty to take all appropriate actions and steps to collect any such unpaid Annual Assessment. Each delinquency shall constitute a separate basis for a demand of claim of lien or liens, but any number of defaults may be included within a single demand or claim of lien or liens on account of prior delinquencies and shall be deemed to include subsequent delinquencies and amounts due on account thereof. The Board may institute a suit to recover a money judgment for the same, together with interest thereon and reasonable expenses of collection, including attorney's fees, without waiving its right to establish and cause foreclosure of its lien hereinbefore or hereafter provided.

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6. Certificate of Payment. Upon written demand by an Owner, the Board shall issue and furnish to such Owner, within a reasonable period of time, a written certificate stating that all Assessments, including interest and costs (if any), have been paid with respect to any specific Lot owned by said Owner as of the date of such certificate, or if all Assessments have not been paid, setting forth the amount then due and payable. The Board may make a reasonable charge for the issuance of any such certificate, not to exceed \$25.00. Any such certificate, when duly issued as herein provided, shall be conclusive and binding with regard to any matter therein stated as between the Association and any bona fide purchaser or encumbrancer of the Lot in question.
7. User Fees and Special Charges.
- a) In addition to the Annual Assessment, the Board may levy and collect charges and fees from all Owners for the use, improvement or maintenance of Common Property and Easement Areas for the purpose of maintaining, refurbishing, replacing and repairing the Easement Areas, Common Property and the Common Property Improvements, and operating services on Common Property.
 - b) In establishing user fees and special charges, the Board may formulate reasonable classifications of users. Fees and charges shall be uniform within each classification, but need not be uniform from classification to classification.
 - c) If any Owner shall fail to pay any user fee or charge when due and payable, the Board may immediately suspend such Owner's right of enjoyment of the Common Property or services thereon and may take whatever action it deems necessary to enforce such suspension.
 - d) Such User Fees and Special Charges may be collected (and payment of same be enforced) in the same manner as set forth herein for the collection of Annual Assessments.
 - e) Any Lots or property owned by Developer or the Association shall not be subject to User Fees and Special Charges.
8. Special Assessments.
- a) In addition to the Annual Assessments, User Fees and Special Charges authorized by this Article, the Board may levy in any year a Special Assessments, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, repair or replacement of Common Property and Easement Areas, including any capital improvement upon the Common Property and Easement Areas, or the cost of any utility deemed necessary by the Board to serve the Property including the necessary fixtures and personal property related thereto, or any unexpected cost or expense of the Association, as the Board may determine.
 - b) A Special Assessment shall become effective upon written notice by the Board to the Owners and shall be due and payable within 30 days after such written notice is sent to such Owners' last known addresses. Such Special Assessments may be collected (and payment of same be enforced) in the same manner as set forth herein for the collection of Annual Assessments.
 - c) Special Assessments exceeding Five Hundred Dollars (\$500.00) for any Lot in any fiscal year shall not be imposed by the Board unless first approved at a special meeting of the Members (majority vote of a quorum at such Member's meeting prevails) called for such sole and exclusive purpose, provided however, there shall be no such limitation on the Board's power to require payment of Special Assessments during the Development Period.
 - d) Any Lots or property owned by the Association and the Developer shall not be subject to Special Assessments.
9. Additional Procedures. The Board shall have the right to adopt procedures for the purpose of making the Assessments, user fees and charges provided for herein and for the billing and collection of the same, provided that such procedures are not inconsistent with the provisions hereof.

Article IV

Use of Funds

1. Purposes for which Funds May Be Used. The Board shall apply all funds received by it pursuant to this Declaration and all other funds and property received by the Association, including the proceeds of loans and accumulated funds referred to in this Declaration, to the following:
- a) The operating costs and expenses of the Association, including planning and implementation of the community programs;
 - b) The planning, design, acquisition, improvement, construction, maintenance and equipping of Common Property Improvements, Common Property and Easement Areas;
 - c) Association programs and services conducted on or in the Common Property;
 - d) The payment of all principal and interest when due on all loans made to the Association;

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- e) The payment of all real and personal property taxes and assessments, if any, separately levied upon or assessed against the Association or any property owned by the Association;
 - f) The payment of all premiums and charges for all policies of insurance or surety bonds, as deemed by the Board to be necessary and appropriate, including but not limited to workers' compensation insurance, to the extent necessary to comply with any applicable law and then-current insurance practices, and indemnity, faithful performance, fidelity and other bonds as the Board shall deem necessary, appropriate or required to carry out the Association functions or to insure the Association against any loss from malfeasance or dishonesty of any employee or other person charged with the management or possession of any Association funds or property; and
 - g) The repair, improvements, construction, operation or extension of any utility servicing the Property or any utility deemed reasonably necessary by the Board to service the Property; and
 - h) Such other expenses and charges as are determined by the Board, in its subjective good faith discretion, to be reasonably incidental to maintenance of the Association and the Common Property as herein provided.
2. **Handling of Funds.** In order to secure the repayment of any and all sums borrowed by it from time to time, the Board is hereby granted the right and power:
- a) To assign and pledge revenues received and to be received by it under any provision of this Declaration, including, but not limited to, the proceeds of the Assessments payable hereunder; and
 - b) To enter its agreements with lenders with respect to the collection and disbursements of funds, including, but not limited to, agreement wherein the Board covenants:
 - i) To assess the Assessments on a given day in each year as herein provided;
 - ii) To establish sinking funds or other security deposits, or both;
 - iii) To apply funds received by the Association to the payment of all principal and interest when due on such loans or to apply the same to such purpose after providing for costs of collection;
 - iv) To establish such procedures as may be required by such lenders, but not inconsistent with the Declaration;
 - v) To provide for the custody and safeguarding of all funds by the Association; and
 - vi) To negotiate and arrange the amount, terms and rate or rates of all borrowing and the provisions of all agreement with lenders.
3. **Accumulation of Funds Permitted.** The Board shall not be obligated to spend in any calendar year all the sums collected in such year by way of Annual Assessments, User Fees, Special Charges, Special Assessments, or otherwise, and may carry forward, as surplus, any balances remaining; nor shall the Board be obligated to apply such surplus to the reduction of the amount of the Annual Assessment in the succeeding year, but may carry forward from year to year such surplus as the Board may determine to be necessary or desirable for the greater financial security of the Association and the effectuation of its purposes, including accruing sinking or other similar funds for the replacement of Common Property.
4. **Posting of Bond.** The Association, acting through the Board, may require that persons or entities who handle the Association funds or monies (which funds and monies may be deposited in federally insured banks or savings and loans) post surety bonds sufficient in amount to indemnify the Association from any loss.
5. **Mortgaging of Common Property.** Except as set forth in this section, and subject to the approval of any holder of an existing lien on the Common Property (the "Development Loan Lien"), the Board may mortgage any Common Property to which it has title.

Article V **Common Property**

1. **Use of Common Property.**
- a) Every Owner of Assessable and Nonassessable Property, by reason of such ownership, shall have a non-exclusive right and easement of enjoyment in and to all Common Property, and such easement shall be appurtenant to and shall pass with every Lot upon transfer (subject to limitation, divestment and suspension as herein provided). All tenants of Owners shall have a nontransferable privilege to use and enjoy all Common Property for so long as they are a tenant. Notwithstanding the foregoing, only the Association and the Developer (and their designates) shall have the right to enter onto landscaping and monument sign easement areas (and other Easement Areas), which are located upon Lots, for the purposes of working on, maintaining and repairing same.

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- b) All such rights, easements and privileges conferred under this Declaration (including such non-exclusive right and easement of enjoyment in and to all Common Property) shall, however, be subject to the right of the Board to:
- i) Establish, adopt, promulgate, amend and rescind reasonable rules and regulations pertaining to the use, operation and maintenance of Common Property which shall enhance the preservation of such facilities, promote the safety and convenience of the users thereof, and which shall serve to promote the best interests of the Members of the Association;
 - ii) Determine the use or uses to which Common Property may be put;
 - iii) Determine which, if any, Common Property may be used and enjoyed by, or conveyed or dedicated to the general public or a federal, state or local government body;
 - iv) Levy Assessments, User Fees and other charges pursuant to this Declaration and to charge reasonable admissions or other charges or fees for the use of any recreational facility;
 - v) Borrow money for the purpose of acquiring, developing or improving any Common Property including improvements thereon, and in aid thereof to mortgage the same;
 - vi) Apply for, accept and expend loans or grants from federal, state or local governments and to comply with any conditions required by such governments in order to obtain such loans or grants including conditions relating to the use and enjoyment of Common Property by the general public.

2. Damage or Destruction of Common Property by Owner. In the event any Common Property (including monument signs and landscaping installed in landscape easements or other Easement Areas on Lots) is damaged or destroyed by an Owner or any of their tenants, contractors, subcontractors, builders, material suppliers, licensees, agents or invitees, such Owner does hereby authorize the Board to repair such damaged areas. The Board shall repair such damaged area in a good and workmanlike manner in conformance with the original plans and specifications of the area involved, or as the area may have been modified or altered subsequently by the Association at the discretion of the Association. The amount necessary (and actually expended) for such repairs shall be a Special Assessment upon the Lot of said Owner and shall be enforceable as Special Assessment are to be enforced. The cost of repair shall also constitute a lien on that Owner's Lot or Lots upon compliance with the provisions of this Declaration relating to imposition of liens.
3. Maintenance of Common Property. Except for those portions which will remain as natural buffers of timber and brush (in order to preserve native habitat in proximity to Lots, inclusive of plants and animals), the Board shall endeavor to maintain the Common Property and Easement Areas according to at least the same standard of maintenance required of Owners.
4. Suspension of Rights. The Board shall have the right to suspend the right or privilege of any Member (other than the Developer) for any period during which any Assessments remain delinquent, and may suspend said right or privilege in connection with the enforcement of any rules and regulations relating to Common Property in accordance with the provisions of this Declaration. Notwithstanding any provision of this Declaration to the contrary, the suspension of such rights and privileges as aforesaid shall not affect, diminish or reduce such Member's liability for Assessments and other charges then and thereafter levied with respect to such Member's Lot or Lots.

Article VI

Design Review Committee

1. Purpose, Powers and Duties of Design Review Committee ("DRC") The purpose of the DRC is to assure that all proposed uses and any construction or alteration of any Structure which takes place on any Lot or any other property affected by the Declaration shall be performed in harmony with these covenants and restrictions. To carry out that purpose, the DRC shall have all rights, powers and duties conferred upon it pursuant to the terms of this Declaration.
2. Composition and Appointment. The DRC shall consist of three members. Until the Development Period shall end, all three members shall be appointed (and successively removed, if Developer deems same necessary) by the Developer (unless Developer shall elect to relinquish such right, in writing, to appoint any or all of said members) and, thereafter, shall be appointed by the Board (and, from and after such time, one member shall be an Owner, one member shall be a member of the Board, and one member shall be of a profession related to community design and residential development including but not limited to architecture, landscape architecture, engineering and environmental design). The initial members of the DRC shall be Craig A. Porter, Mack A. Porter, and Kent G. Porter .
3. Operation of the DRC.

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- a) Meetings. All meetings shall take place as often as is reasonably necessary to conduct the business of the DRC. At least two members of the DRC must be present for the transaction of business (i.e., a quorum) and the DRC shall maintain a written record of votes and minutes of each of its meetings.
- b) Activities. The DRC may (but shall not be obligated to) adopt and promulgate written guidelines for submission of any plans and specifications to the DRC for approval. As required, the DRC shall issue permits, authorizations or approvals pursuant to the directions and authorizations contained herein.
4. Submission of Plans and Specifications. No Structure shall be commenced, erected, placed or moved onto or permitted to remain on any Lot, nor shall any existing Structure upon any Lot be altered in any way which materially changes the exterior appearances thereof, nor shall any new use be commenced, unless plans and specifications (including a description of any new use) for same have been submitted to and approved in writing by the DRC. Such plans shall contain such detail as the DRC shall require in its sole discretion. As the DRC is given broad discretion in approval of plans and specifications, it is recommended that purchasers of Lots in the Property obtain approval of their plans and specifications before purchasing a Lot.
5. Approval of Plans and Specifications.
- a) Permanent Record. Upon approval by the DRC of any plans and specifications submitted hereunder, a copy of such plans and specifications, as approved, shall be deposited as a permanent record with the DRC and a copy of such plans and specifications bearing such approval in writing shall be returned to the applicant submitting same.
- b) Effect of Approval. Approval for use in connection with any Lot of any plans and specifications shall not be deemed a waiver of the DRC's rights, in its discretion, to disapprove similar plans and specifications or any of the features or elements included therein if such plans, specifications, features or elements are subsequently submitted for use in connection with any other Lot. Approval of any such plans and specifications related to any Lot, however, shall be final as to that Lot and such approval may not be revoked or rescinded thereafter, provided that there has been adherence to, and compliance with, such plans and specifications as approved, and any conditions attached to any such approval. The DRC, in its discretion, is permitted to approve deviations from this Declaration when, in its subjective, good faith judgment, such deviations will result in a more commonly beneficial use. Such approval, however, must be in writing and must clearly state what deviation or variance is requested. Whenever the DRC approves and grants a deviation or variance from this Declaration, such approved deviation or variance shall for all purposes amend this Declaration but only to the limited extent of such specifically approved deviation or variance as to a particular Lot.
6. Disapproval of Plans and Specifications.
- a) Right of Disapproval. The DRC shall have the right to disapprove any plans and specifications submitted hereunder for reasons which include, but are not limited to, the following:
- i) The failure to include information in such plans and specifications as may have been requested by the DRC;
 - ii) The failure of such plans and specifications to comply with this Declaration or any guideline for submission of plans and specifications;
 - iii) Objection to the exterior design, appearance or materials used for any Structure;
 - iv) Incompatibility of any proposed Structure with existing Structures or uses upon other Lots in the Property;
 - v) Objection to the site plan of any Lot on grounds of incompatibility with other Lots in the Property;
 - vi) Objection to the grading and/or landscaping plan for any Lot;
 - vii) Objection to the color scheme, finish, proportions, style or architecture, height, bulk, safety or appropriateness of any proposed Structure;
 - viii) Failure to satisfy minimum floor area requirements;
 - ix) Objection to parking areas proposed for any Lot based upon incompatibility with proposed uses and Structures on a Lot, insufficiency of size of the parking area in relation to the proposed use and undesirable alteration of the flow of water over or through any Lot;
 - x) Any other matter which, upon the sole judgment of the DRC, would render a proposed Structure inharmonious with development within the Property.
- b) Statement of Basis for Disapproval. In any case in which the DRC shall disapprove any plans and specifications submitted hereunder, or shall approve the same only as modified or upon specified

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conditions, such approval or qualified approval shall be accompanied by a statement of the grounds upon which such action was based.

- c) **Broad DRC Discretion.** The DRC shall have broad discretion in approval and disapproval of plans and specifications. Accordingly, so as to minimize misunderstandings which might otherwise develop between Owners and the DRC, Owners are encouraged (although not required) to first seek approval by the DRC of their plans and specifications **before** acquisition of a Lot.
7. **Inspection Rights.** At any reasonable time or times (without notice), any agent of the Association or any member of the DRC shall have an irrevocable license to enter upon any Lot for the purpose of ascertaining whether the use or maintenance of such Lot or the construction of any Structure thereon is in compliance with the provisions hereof. Neither the Association nor the DRC shall be liable or responsible to any party arising out of the allegation that such entry was wrongful.
8. **Violations.** If any Structure shall be erected, placed, maintained or altered upon any Lot, such erection, placement, maintenance or alteration shall be deemed to have been undertaken in violation of this Article. If, in the opinion of the DRC, such violation shall have occurred, the DRC shall notify the Board and the Developer. If the Board or Developer shall agree with the determination of the DRC with respect to the violation, then upon written notice of the violation to the Owner from the Board or Developer, any such Structure so erected, placed, maintained or altered upon any Lot in violation hereof shall be removed or altered so as to extinguish and eliminate such violation. If the Owner of the Lot upon which such violation exists shall not have taken reasonable steps towards the removal or termination of such violation within the time specified in the Board's or Developer's notice to the said Owner, the Board or Developer shall have the right to pursue and enforce their rights and remedies as hereinafter provided and may obtain, without limitation, monetary damages, injunctive relief, reasonable attorney's fees, damages, court costs and reasonable investigative expenses.
9. **Certificate of Compliance.**
- a) **Issuance.** Upon the completion of construction or alteration of any Structure in accordance with plans and specifications approved by the DRC, the DRC shall (upon written request of the Owner) issue a Certificate of Compliance identifying such Structure (and the Lot upon which the Structure is located) and accompanied by a statement that the Structure was completed in accordance with all applicable rules and regulations of the DRC. A copy of such Certificate of Compliance shall be filed for permanent record with the plans and specifications on file with the DRC. Any such Certificate of Compliance, however, shall not be deemed a certification that the Structure complies with any governmental rules or regulations.
- b) **Evidence of Compliance.** Any Certificate of Compliance issued in accordance with the provisions of this Article shall be prima facie evidence of the facts therein stated and, as to any purchaser or encumbrancer in good faith and for value as to the Lot, such Certificate of Compliance shall be conclusive evidence that the Structure complies with all requirements of this Article as of the date of such Certificate of Compliance.
10. **Limitation of Liability.** Neither Developer nor the DRC shall be personally liable to any Owner, Member or to any other party, including the Association, for any damage, loss or prejudice suffered or claimed on account of any act, omission, error **or negligence** of Developer or the DRC (or any member thereof), provided that such person has, upon the basis of such information as may be possessed by him, acted in subjective good faith, without willful or intentional misconduct.
11. **General Construction Rules.** Without limiting the power of the Developer, Board and DRC to promulgate other and additional rules and regulations governing construction on Lots, the following minimal rules and regulations (which may be enforced by either the Board, the owner of any other Lot, the Developer or the DRC in the manner provided in this instrument) shall govern all construction, repair and maintenance on any of the Lots **(and each Owner shall be strictly liable for violations of the provisions of this Article by their contractors, builders, agents, servants, employees, invitees, subcontractors and materialmen providing labor and/or material to the Owner's Lot):**
- a) Commencement of construction on a Lot shall start within thirty (60) days following the recording of the deed from the Developer to the purchaser. Construction shall proceed in a timely and orderly manner to a prompt completion after commencement.
- b) No Lot is to be cleared nor shall construction commence on any Lot until a building permit therefore is granted, the Lot closing has taken place and the DRC has approved the plans and specifications for such construction.
- c) No dumping or open burning of construction materials, waste or trash shall occur on any Lot.

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- d) Loud music will not be permitted on any construction site.
- e) No construction signs are permitted identifying any mortgage lender, contractor, subcontractor or supplier unless Developer shall approve same in writing for each sign.
- f) Erosion control shall be provided on all Lots by the Owners. The DRC may, at its sole discretion, require the Owner to place erosion control materials such as straw bales or silt fencing on any portion of a Lot that appears to be in an erodible condition due to construction activities.
- g) Each Owner, at the end of each day during which construction activities are being conducted at such Owner's Lot, shall cause the streets adjoining or near the Property to be cleaned so that they shall be free from dirt, mud and debris deposited thereon during performance of such construction activities by Owner or said Owner's contractors, builders, subcontractors and materialmen.
- h) No changes in plans during the construction period will be permitted without prior express written approval of the DRC.
- i) No construction work on any Lot shall begin before 7:00 a.m. or continue after 7:00 p.m.
- j) Excess excavation materials must be hauled away from the Lot and from the Property.
- k) Concrete suppliers and contractors shall clean their equipment only at locations designated by the DRC or Developer for that purpose.
- l) Owners (for themselves and their contractors, builders, subcontractors and materialmen) shall cause the clean up of all trash and debris generated by construction on a Lot at the end of each day. Trash and debris shall be removed from each construction site at least once a week to a dumping site located off the Property. Owners (for themselves and their contractors, builders, subcontractors and materialmen) will be responsible for removing all construction debris and keeping construction sites in a well-maintained appearance at all times.

Article VII Easements

1. Reservation of Rights. In respect of the Easement Areas of each Lot and the Common Property, the Developer and the Board reserve the right, power and authority to (but not the obligation):
 - a) Erect, install, construct and maintain wires, lines, conduits and poles and the necessary or proper attachments and appurtenant structures in connection with the transmission of electricity, telephone, fire alarm systems, communication systems, television cables and other utilities and similar facilities;
 - b) Erect, install, construct and maintain storm water drains, land drains, public and private sewers, pipe lines for supplying gas, water and heat, and for any other public or quasi-public facility, service of function, and appurtenant structures whether above ground or underground;
 - c) Control slope, including the right to grade and plant slopes and prevent the doing of any activity which might interfere with slope ratios approved by the Developer or DRC or which might create erosion or sliding problems or which might change, obstruct or retard drainage flow;
 - d) Erect and maintain monument signs (and no Owner of a Lot on which a monument sign is located shall interfere with or modify such monument sign so installed); and
 - e) Create, grade, repair, maintain and otherwise beautify landscape berms and areas (and no Owner of a Lot on which a landscape berm or area is located shall interfere with or modify such berm or landscaping so installed).
2. Utilities and Drainage. Developer and Board reserve the right, power and authority to direct and control the installation of facilities, in cooperation with a public authority or any utility company which will install, own, operate and maintain the respective facilities, which utilities and drainage services (as provided for in this Section) shall be installed in and occupy any specific easement. Within any easements, no Structure, planting or other material or improvement shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the directional flow of water through drainage channels within the Easement Areas, or which may change or prevent the intended use of any easement.
3. Non-Exclusive Use. Subject to all of the other Restrictions contained in this Declaration, and subject to the easements and rights thereto pursuant to the Plat, each Owner shall have the right to use the Easement Area of his Lot in any manner not inconsistent with the purposes for which such Easement Area is reserved, and the area within any Easement Area and all improvements within the bounds of such Easement Area shall be maintained continuously by the Owner except as otherwise provided herein and except for such improvements for which a public authority or utility company is or may become responsible for maintenance.
4. Owner's Cooperation. Notwithstanding anything herein to the contrary, each Owner covenants and agrees that, in cooperation with the Developer and the Board, each Owner shall execute all grants of

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easements, grants of right-of-way or any other similar grant or conveyance documentation required to be executed by an Owner in order to grant and convey to any public authority or utility company, their assigns or lessees, the right, privilege and easement to lay, construct, maintain, alter, inspect, repair, replace, protect, relocate, change the size of, operate and remove all utility lines, service taps, distribution facilities, valves, regulators and other equipment appurtenant to and necessary for providing any and all of the utility and drainage services as provided for in this Section.

5. Entry. The Developer and Board reserve the right, at all reasonable times and upon reasonable oral or written notice, to enter upon all parts of the Easement Areas of each Lot for any of the purposes for which said easements or right-of-ways are reserved, without being deemed to have committed a trespass or wrongful act solely by reason of such entry. The Developer or the Board (as the case may be) shall be responsible for leaving each Easement Area in good repair and condition following any work or activity within such Easement Area but the Owner of the Lot shall be responsible for repairing and/or replacing any improvement (installed by Owner) in the Easement Area which is disturbed by such entry by Developer or the Board for the purposes herein stated.
6. Disposition During Development Period. During the Development Period, the Developer may convey an Easement Area to a public authority or utility company where such conveyance is required by the public authority or utility company as a prerequisite to installing the utility facility on the Easement Area or where such conveyance is required by the public authority or utility company as a prerequisite to accepting ownership of the utility facility for operation and maintenance.

Article VIII

General Restrictions and Requirements

1. Maintenance Required by Owner.

- a) Each Owner shall keep all portions of his Lots (including Easement Areas, if any), and all improvements therein or thereon, in good order and repair, including, by way of illustration and not of limitation, the seeding, watering and mowing of any lawns, the pruning and cutting of any trees and shrubbery, the maintenance of any parking areas in a serviceable and attractive condition, and the painting (or other appropriate external care) of all building and other improvements, all in a manner and with such frequency as is consistent with safety and good property management. There is reserved to the Board and the Developer a "maintenance easement" on Property lying between the foundation of any Structure on any Lot and the property line of said Lot to permit the Association, its agents, successors or assigns, at its election, to maintain said Property at any reasonable hour. The Board and the Developer shall have the right, after written notice to the Owner of the affected Lot as hereinafter provided, to remove trash or rubbish and to cut grass, weeds and vegetation and to trim or prune any hedge or other planting that, in the opinion of the Board or Developer, by reason of its location or height of the manner in which it is permitted to grow, is detrimental to adjoining Lots or Property or is unattractive in appearance. The Board or Developer shall further have the right to care for vacant and unimproved Property and to remove grass, weeds and rubbish therefrom and to any and all things necessary or desirable, in the opinion of the Board or Developer, to keep such Property in neat and good order, all at the cost and expense of the Owner. Such cost and expenses incurred by the Board or Developer shall be paid to the Association or Developer (as the case may be) upon demand and the right to receive such costs and expenses so incurred may be enforced by either Association or Developer as provided herein or as provided by law.
- b) The Board or Developer (as the case may be) shall give five (5) days' written notice to the Owner in violation of this Restriction, setting forth the specific violation or breach of this Restriction and the action required to be taken by the Owner to remedy such violation or breach; if, at the end of such time, such curative action shall have not been taken by the Owner, the Developer or Board (as the case may be) may pursue its rights and remedies hereinafter provided and shall have such other remedies at law or in equity as may then exist.

2. Land Use and Structure Type.

- a) The Property, and all parts thereof, shall be used solely for single family residential purposes and for no other purposes whatsoever, unless specifically provided to the contrary herein.
- b) No building shall be erected, altered, placed or permitted to remain on any Lot unless it is an approved Structure (i.e., approved by the DRC) and no previously approved Structure shall be used for any purpose other than that for which it was originally approved.
- c) No Lot shall be split, divided or subdivided for sale, resale, gift, transfer, or otherwise without the written consent of the Developer and the Board.

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- d) The Developer hereby reserves the exclusive right to use any of its Property for temporary use as an office or for model home purposes during the Development Period.
- e) All exterior surfaces shall be constructed only of brick, stone, stucco, dryvit, masonry (excluding blocks), horizontal hardboard, or "SmartPanel" siding", or such other materials as may be approved by the DRC, or a combination of the foregoing materials as may be approved by the DRC (in its sole and subjective discretion), provided however, side and rear exterior surfaces may be constructed of "Smart-Panel" manufactured by Louisiana Pacific (or equivalent) mounted on 8 inch centers.
- f) Any portion of a foundation protruding more than thirty (30) inches above the ground shall be covered with the same type and quality of material which is required to cover the exterior of the Structure (unless the DRC shall approve a variance from such requirement). All above ground portions of a foundation not required to be covered shall be painted the same color as the residence. All wood and other non-brick or non-stone exteriors (except roofs) shall be painted or stained with high quality products.
- g) All water, gas, electricity, sewer, telephone, cable television and other utilities or services shall be located and run underground on each Lot.
- h) All driveways shall be constructed of asphalt or concrete (no rock or gravel driveways will be permitted).
3. Sodding Requirement/Trees. The entire Lot shall be sodded (rather than seeded) unless and only to the extent (if at all) as the DRC shall waive such requirement. No tree or shrubbery shall be maintained in such a manner as to obscure the view of vehicular traffic.
4. Building Locations. No Structure shall be located on or built on any Lot nearer to the front line or nearer to the side street right-of-way line than the minimum set back line shown on a Plat. Furthermore, the exact placement and orientation of any single family residential Structure on a Lot shall be subject to approval of the DRC.
5. New Construction. All Structures permitted hereby shall be new construction and no building or Structure (included pre-fabricated Structures) shall be moved onto any Lot.
6. Incomplete Structures. Commencement of construction of a Structure shall not occur until the DRC has approved the final plans and specification for such Structure. No Structure shall be permitted to stand with its exterior in an unfinished condition for a period longer than six (6) months after commencement of construction. Extensions for periods beyond six (6) months may be granted by the DRC in its sole discretion. In the event of fire, windstorm or other damage, no Structure shall be permitted to remain in a damaged condition for more than three (3) months. No Structure shall be occupied until completed according to the plans and specifications approved by the DRC.
7. Structures. No temporary building, nor any trailer, tent, garage, shed, barn or other building, whether in the course of construction or otherwise, shall be placed upon any Lot (other than a residence). No ornamental improvements may be erected on any part of any Lot without the consent of the DRC, which consent may be withheld or conditioned in the sole and subjective discretion of the DRC.
8. Placement of Signs on Property. No sign, billboard or other advertising device of any nature shall be placed upon any Lot, including property identification signs, except by the Developer and except as may otherwise be provided herein. The DRC may adopt and promulgate rules and regulations relating to signs which may be used within the Property. "For Rent" and "For Sale" signs (not exceeding five (5) square feet in size) shall be permitted to be placed upon any Lot provided that such signs have first been approved by the DRC and shall be professionally prepared and displayed.
9. Keeping of Animals. No animals, dogs, cats, cows, horses, swine, goats, sheep, poultry or other animals shall be bred on any Lot nor shall any Owner or occupant of a Lot suffer or permit any animals to run at large.
10. Disposition of Trash and Other Debris. No Lot shall be used or maintained as a dumping ground for rubbish. No lumber, metals, bulk materials, refuse or trash shall be kept, stored to allowed to accumulate on any Lot, except building materials during the course of construction for a period not to exceed one hundred eighty (180) days (commencing from day one of the first delivery of any of such materials) unless extended by the Developer or the DRC in its sole discretion, for any approved Structure, unless such materials are screened from view in a manner approved by the Developer or the DRC. During the course of construction it shall be the responsibility of each Owner to insure that construction sites are kept free of unsightly accumulations of rubbish and scrap materials, and that construction materials, trailers, shacks and the like are kept in a neat and orderly manner. No burning of any trash, leaves, grass or weeds and no accumulation or storage of litter of any kind shall be permitted on any Lot. If trash or other refuse is to be disposed of by being picked up and carried away on a regular and recurring basis, containers may be placed in the open, on any day that a pickup

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is to be made, at such place on the Lot so as to provide access to persons making such pickup. At all other times such containers shall be stored in a manner that they cannot be seen from adjacent and surrounding property. All such containers shall be kept in a clean and sanitary condition. The DRC may adopt and promulgate reasonable rules and regulations relating to the size, shape, color and type of container permitted and the manner of storage of the same on the Property.

11. Parking of Motor Vehicles, Boats and Trailers.

- a) No truck, commercial vehicle, trailer, commercial trailer house, recreational vehicle, all-terrain vehicle, van, minivan, camper, motorcycle, automobile, mobile home, boat or boat trailer shall be brought upon, stored, or parked on any Lot or upon any street abutting any Lot except as herein provided to the contrary. This shall not be construed to prohibit the temporary (i.e., a maximum of forty-eight (48) hours): (a) temporary standing or parking of a trailer, boat, trailer house, recreational vehicle or mobile home preparatory to taking same to some other location for use; or (b) the temporary standing or parking of a truck or commercial vehicle for loading, or unloading (not to exceed 8 hours). The foregoing restriction shall also not be construed to prohibit the the parking of any non-commercial automobile, non-commercial minivan, non-commercial van or non-commercial pickup truck (which is then currently operational, roadworthy and licensed) on any driveway on any Lot or in any enclosed garage.
- b) No mechanical maintenance on any vehicle shall be permitted except in enclosed garages.
- c) While nothing contained herein shall be considered to prohibit the use of the portable or temporary building or trailers as field offices by contractors during actual construction on the Property, the use and appearance of such a building or trailer must be specifically approved by DRC prior to its being moved on site.

12. Nuisances. No noxious or offensive activity shall be carried on upon any portion of the Lots, nor shall anything be done thereon that may be or become a nuisance or annoyance to any other Owners.

13. Exterior Lighting. No exterior lighting shall be directed outside the boundaries of any Lot. Any exterior lighting shall be directed so as to avoid glare and excessive light spillage onto abutting or adjacent Property or Lots.

14. Antennas, Poles and Projections. No facilities, including poles and wires for the transmission of electricity, telephone messages, CATV signals and the like shall be placed or maintained above the surface of the ground on any Lot, and no external or outside antennas or satellite dishes shall be permitted on any Lot except as hereinafter provided. No solar collectors or wind generators or turbines of any kind or type shall be maintained on any Lot except with the permission of the DRC (which may be withheld or conditioned in the sole and subjective discretion of the DRC). No flag poles, poles, nor standards shall be erected or maintained except with the prior written approval of the DRC, which approval may be withheld in the sole discretion of the DRC.

15. Satellite Receivers and Transmitters. Developer acknowledges the right of telecommunications consumers to receive satellite transmissions in accordance with the Section 207 of the Telecommunications Act of 1996. However, in order to preserve the aesthetics of the Property, Developer hereby directs that satellite receivers and transmitters ("Dishes") shall be located at the following points (listed in descending order of preference):

- a) First Choice: If a Dish can be so located, without undue cost to the Owner and without undue diminution of signal reception or transmission, it shall be attached to the roof (immediately below and behind the roof ridge line) of the residence at a location so that it cannot be seen from the street running in front of the residence.
- b) Second Choice: If the First Choice is not available and if a Dish can be so located, without undue cost to the Owner and without undue diminution of signal reception or transmission, it shall be attached to rear exterior wall of the residence at a location so that it cannot be seen from the street running in front of the residence.
- c) Third Choice: If the First and Second Choices are not available and if a Dish can be so located, without undue cost to the Owner and without undue diminution of signal reception or transmission, it shall be attached to a side exterior wall of the residence at a location which is least likely to be seen from the street running in front of the residence.
- d) Fourth Choice: If the First, Second and Third Choices are not available and if a Dish can be so located, without undue cost to the Owner and without undue diminution of signal reception or transmission, it shall be installed at ground level near the rear property line of the Lot at a location which is least likely to be seen from the street running in front of the residence.

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Any satellite dish shall not exceed a diameter of one (1) meter. If installed at ground level, the satellite dish shall be screened from view on all sides by shrubbery (to be approved by the DRC) so long as the shrubbery shall not unreasonably interfere with the reception or transmission of satellite signals. If the first four choices mentioned above are not available for some reason, the Owner of each Lot and the DRC shall reasonably cooperate with each other so that any right of an Owner to receive or transmit satellite signals is harmonized with the preservation of aesthetics at the Property and on each Lot.

16. Subsurface Water. No well, pump, shaft, casing or other facilities for the removal of subsurface water shall be placed or maintained on any Lot, nor shall any boring, drilling, removal of or exploration for subsurface water be conducted on any Lot, except by or with the permission of the Developer. No individual water supply system shall be permitted on any Lot.
17. Drainage. Drainage from a Lot directly onto an adjoining Lot as a result of any construction activity or any change to the grade of any Lot shall be prohibited and each Owner shall be required to maintain the Lot and to construct and maintain the gutters and downspouts to control such drainage. The final grading on each Lot shall not cause any adverse change (as determined solely by the DRC) to the natural grade of such Lot.
18. Sanitary Sewers. No individual sewage treatment system shall be permitted on any Lot. All sanitary sewer lines shall connect with the City's sewage disposal system. Water from downspouts or any surface water shall not be permitted to drain into the sanitary sewer system.
19. Air and Water Pollution. No use of any Lot will be permitted which emits pollutants into the atmosphere, or discharges liquid or solid wastes or other harmful matter into any waterway in excess of environmental standards applicable thereto, to be established by the DRC, which standards shall at a minimum meet the requirements of federal and state law and any regulations thereunder applicable to the Property. No waste or any substance or materials of any kind shall be discharged into any private or public sewer serving the Property, or any part hereof, in violation of any regulations of the State of Missouri or any private or public body having jurisdiction. The burning leaves, trash or any debris is specifically prohibited.
20. Placement of Pipelines. No water pipe, gas pipe, sewer pipe or drainage pipe or conduit shall be installed or maintained on any Lot above the surface of the ground, other than as may be approved by the DRC, except at the point of connection of such pipe to a Structure and except for hoses used for the watering landscaping items such as trees, shrubs, flowers and grass.
21. Fireworks and Use of Firearms. The sale of fireworks of any kind whatsoever on the Property is prohibited. Except as permitted by law for security personnel, the use of or discharge of firearms of any kind whatsoever is prohibited.
22. Laws and Ordinances. Each Owner shall promptly comply with all laws and statutes, ordinances, rules and regulations of federal, state or municipal governments or authorities applicable to use, occupancy, construction and maintenance of improvements upon any Lot.
23. "Off Road" Vehicular Traffic. None of the Common Property, shall be used for motorized vehicular traffic of any nature except as to maintenance vehicles used in the ordinary course of maintaining the Common Property. Such prohibition extends to vehicles generally referred to and categorized as all terrain vehicles, motorcycles, motorized bikes and all other such motorized vehicles.
24. Roof Materials. All roofs on all enclosed structures on any Lot must be of the following material: asphalt organic or fiberglass base shingles ("weathered wood" or equivalent in color), or equivalent as determined by the DRC in its sole discretion.
25. Windows. All windows installed in any structure on a Lot must either be solid wood, vinyl or solid wood encased or "clad" in either vinyl or metal.
26. Swimming Pools. No above-ground swimming pools shall be permitted on any Lot; rather, any swimming pools must be below the surface of the ground and such swimming pools as well as all appurtenant equipment (e.g., motors, pumps, housings, etc.) must be screened from view in accordance with plans for same submitted to (and approved by) the DRC.
27. Fences. No fences or walls shall be placed on any Lot without approval of the DRC and any fences or walls so approved shall be wrought iron, vinyl or wood. However, chain link fences or other chain link enclosures are absolutely prohibited. No fences or walls of any kind will be permitted in the front or side yards of any Lot (without the consent of the DRC, which consent may be withheld in the sole and absolute discretion of the DRC). No fences shall be erected until the property lines for fence location are first surveyed and staked by a licensed surveyor. All backyard fences shall encompass the entire backyard, which "backyard" is hereby defined as an area commencing at the back corners of the residential Structure constructed on any Lot, extending perpendicularly to the side Lot lines and then extending along said side Lot lines to the rear Lot line.

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28. Obstruction of Traffic. No permitted fence, wall, tree, hedge, shrub, planting or Structure shall be erected or maintained in such a manner so as to obstruct site lines for vehicular traffic.
29. Laundry Poles. No poles for attaching wires or lines for the purpose of hanging laundry thereupon shall be erected, installed or constructed on any Lot.
30. Gardens. Outside gardens shall be permitted but only so long as they are well maintained and cultivated.
31. Basketball Goals. Permanent or portable basketball goals shall be permitted subject to prior written approval by the DRC as to location, appearance and design.
32. Trampolines. No outdoor trampolines shall be permitted on any Lot.
33. Height Limitation. Any residence erected on any Lot shall not be more than two levels in height above ground, provided, a residence of more than two stories in height may be erected on any Lot with the express written consent of the DRC (which consent may be withheld for any or no reason whatsoever).
34. Square Footage Requirements. No single family residence shall be erected on any Lot which contains less than the following minimum square footage areas:
- For two story homes, not less than 1400 square feet of enclosed floor area with not less than 600 square feet on the first floor.
 - For one and a half story homes (including so-called "reverse 1 ½ story homes), not less than 1400 square feet of enclosed floor area with not less than 1000 square feet of enclosed floor area on the first floor (the "first floor" being defined as the finished living area immediately above the foundation wall for such residence).
 - For single level (so called "ranch") homes, not less than 1100 square feet of enclosed floor area.
 - For split entry, bi-level and tri-level homes, not less than 1,200 square feet of enclosed floor area.
- While all homes erected on any Lot must have a basement, in no event shall any so called underground or "earth contact" homes be permitted. The phrase "enclosed floor area" as used herein shall mean and include areas of the residence enclosed and finished for all year occupancy during original construction, computed on outside measurements of the residence, and shall not mean or include any areas in basements, garages, carports, porches or attics. However, in its sole discretion, the DRC may include finished lower level living areas as part of the area of the Structure. Notwithstanding the foregoing, a residence containing less than the minimum enclosed floor area provided herein may be erected on any Lot with the approval of the DRC or the Developer (which approval may be granted in the sole and absolute discretion of the DRC or the Developer, provided however, such approval granted on one or more occasions shall not constitute a waiver of the right of the DRC or Developer to insist on strict adherence to minimum square footage requirements on subsequent or future occasions).
35. Garages. All garages must be fully enclosed and must be attached to the main dwelling house and all said garages may be front entry or so called "side entry" garages. All garages must be equipped with doors which shall be kept closed as much as practicable so as to preserve the appearance of Project as a whole. All residences erected on any Lot shall contain not less than two nor more than four garages of sufficient size to accommodate a standard size passenger automobile.

It is understood that the Developer (as well as the Board and the DRC) shall have the right to enforce the rules and regulations, set forth above in this Article, in the manner provided in Article X hereof.

Article IX

Duration and Amendment

- Duration. This Declaration and the Restrictions contained herein shall run with, burden and bind the Property, shall inure to the benefit of and shall be enforceable by the Developer (during the Development Period), the Association and any Owner, as well as their respective legal representatives, heirs, successors and assigns until December 31, 2032, after which time the Declaration shall be automatically renewed for successive periods of ten (10) years each unless, prior to the commencement of any such renewal period, an instrument terminating this Declaration and the Restrictions contained herein shall be executed by the proper Association officers and recorded in the appropriate Office of the Recorder of Deeds or in such other place of recording as may be appropriate at the time of the execution of such instrument, pursuant to a resolution to such effect approved in writing by not less than two-thirds (2/3) of the total number of Members, which resolution shall have been approved within six (6) months prior to: December 31, 2032, or the end of any subsequent ten (10) year extension period.
- Amendment.
 - Except as hereinafter specifically provided, this Declaration may not be amended, terminated or modified in any respect except by recording an instrument executed by the proper Association officers as authorized by the Members, in the same manner as termination is effected as provided

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above, provided however, during the Development Period, no modification, amendment or termination of this Declaration shall be effected unless Developer shall consent to same.

- b) Notwithstanding the foregoing, during the Development Period this Declaration can be amended, modified or changed in whole or in part by the Developer (acting alone, without concurrence of the Owners, Association, Board or DRC) in order to: comply with the requirements of the City in respect to any provision of this Declaration; correct deficiencies of this Declaration (as determined to exist by the Developer in Developer's sole discretion); to annex property as provided for herein; to de-annex Property without Association membership approval but with the written consent of Owners located within the boundaries of that Property to be de-annexed (who together with Developer shall execute a release document for recording with the appropriate Office of the Recorder of Deeds); and to provide for the unified and efficient development of the Project on the Property (determined to be necessary in Developer's sole and absolute discretion). Such unilateral Developer amendment hereof shall be evidenced by an instrument recorded with the Recorder of Deeds for the County in which the Property is located.

Article X Enforcement

1. Enforcement Rights Generally.

- a) In the event of a violation or breach of any Restriction or covenant contained in this Declaration, the Board may give not less than 5 days' written notice to the Owner setting forth in reasonable detail the nature of such violation or breach and the specific action or actions which shall be taken by the Owner to remedy or cure such violation or breach. If the Owner shall fail to take reasonable steps to remedy such violation or breach within the time limit specified in the written notice, then the Board may pursue its rights or remedies herein provided. The Association, through its agents and employees, shall also have the authority and right to enter at all reasonable times upon any Lot as to which a violation, breach or other condition to be remedied exists, and take the actions specified in the notice to the Owner to abate, extinguish, remove or repair such violation, breach or other condition which may exist thereon contrary to the provisions hereof. Such entry or action, or both, shall not be deemed to be a trespass or wrongful act solely by reason of such entry and such actions, provided such entry and such actions are carried out in accordance with the provisions of this Declaration. All costs and expenses including reasonable attorneys' fees incurred by the Association, or on its behalf, in enforcing rights and remedies provided in this Declaration (including self-help remedies and the cost thereof), shall be a binding personal obligation of such Owner enforceable at law, as well as a lien on such Owner's Lots enforceable pursuant to this Declaration.
- b) During the Development Period, the Developer may pursue any right or remedy available to the Association in such cases where, in the sole discretion and judgment of the Developer, the Board has acted unreasonably in electing not to pursue any right or remedy for the enforcement of the provisions of the Declaration. The Developer's pursuit of such right or remedy, however, shall be subject to the following limitations:
- i) The Developer shall give written notice to the Board identifying the violation which Developer seeks to correct and the steps Developer will take to remedy the condition; and
- ii) The Developer may not commence to exercise said right or remedy less than ten (10) days after giving written notice to the Board.

2. Injunctive Relief and Specific Performance. Nothing contained herein shall be deemed to affect or limit the rights of the Developer, the Association (including the Board), the Members, or the Owners, or any one of them, to enforce any of the terms, covenants or conditions of this Declaration by appropriate judicial proceedings. Any beneficiary (including the Board and Developer) hereof shall be entitled to relief by way of injunction or specific performance, as well as any other relief available at law or in equity, to enforce the provisions hereof. In any and all such actions, whether at law or in equity, any such beneficiary hereof who is entitled to relief and who substantially prevails in such enforcement proceeding shall also be entitled to recover all costs and expenses, including reasonable attorneys fees, incurred in enforcing such rights.

3. Enforcement of Liens.

- a) The Association shall also have a lien for all and any Assessments as herein defined (as well for the repayment of any other monies for which an Owner may be liable pursuant hereto) and shall have a lien for the cost of exercising the Association's rights and remedies as set forth in this Declaration. The amount which may be recovered by the Association shall include the Assessment, charges or costs, together with the cost of such enforcement proceedings, including reasonable attorney's fees

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and interest. Suits to recover a money judgment for unpaid Assessments or other charges shall be maintainable without foreclosing or waiving the lien provided for in this Declaration. The lien shall extend to all Lots owned by the Owner against whom the right or remedy is sought.

- b) If any demand for payment of claim of lien or liens is not paid when due as provided in this Declaration, the Board or its duly authorized representative may thereafter elect to file and record a claim of lien on behalf of the Association against the Lot of the defaulting Owner in the appropriate Office of the Recorder of Deeds. Such claim of lien shall be executed and acknowledged by any officer of the Association and shall contain substantially the following information:
- i) The name of the delinquent Owner;
 - ii) The legal description and street address of the Lot against which the claim of lien is made;
 - iii) The total amount claimed to be due and owing for the amount of the delinquency, interest thereon, collection costs and reasonable attorney's fees;
 - iv) A statement that the claim of lien is made by the Association pursuant to this Declaration; and
 - v) A statement that a lien is claimed against said Lot in an amount equal to the amount stated; together with all other amounts becoming due from time to time in accordance with this Declaration.
- c) Upon such recordation of the duly executed original or copy of such a claim of lien, the lien claimed therein shall immediately attach and become effective in favor of the Association as a lien upon the Lot against which such Assessment or cost was levied. Such a lien shall have priority over all liens or claims created subsequent to the recordation of the claim of lien thereof, except as otherwise provided herein to the contrary.
- d) Any such lien may be foreclosed by appropriate action at law or in the manner provided by law for foreclosure of mortgages or sale by a judgment creditor or in any other manner permitted by the laws of Missouri (including, without limitation, common law procedures for establishing and foreclosing equitable liens).
- e) The lien provided for herein shall be in favor of the Association and shall secure payment of all sums set forth in the claim of lien, together with all sums becoming due and payable in accordance with this Declaration after the date of recordation of said claim of lien.
- f) Upon the payment of the debt for which a notice of claim of lien was filed by the Board and the payment of all sums secured by the lien created by the recordation of such claim of lien, the Board shall (upon payment by such Owner of reasonable costs by the Owner of the Lot subject to the lien) cause an officer of the Association to file and record an appropriate release of such claim of lien in the Office of the Recorder of Deeds.
- g) No Owner may waive or otherwise avoid liability for the Assessments provided for in this Declaration by non-use of the Common Area, or any part thereof, or any part of the property, or abandonment of his Lot.
- h) Each Owner does hereby waive to the extent legally possible, all rights to notices and defenses to any liens created pursuant to this Declaration, whether such liens are now in existence or are created at any time in the future, and the benefit of any exception laws of the State of Missouri now in effect, or in effect from time to time hereafter.
4. Liquidated Damages for Developer. In addition to (but not in lieu of) the remedies of Association and Developer as herein provided (including but not limited to the right to receive equitable and injunctive relief), all Owners are deemed to recognize that violations of any portion of the Declaration will, so long as Developer is owner of any portion of the Property (or any constituent Lot thereof), result in damages to Developer which are difficult if not impossible to ascertain at this moment (the parties and their successors in interest to the Property acknowledge that any such violations and breaches of the Declaration will have a negative impact on values of the portions of the Property still owned by Developer at the time of such violations/breaches).
- a) Accordingly, if any Owner of any Lot shall violate or breach the Declaration (or any provision thereof) while Developer is owner of any portion of the Property (or any constituent Lot thereof), and if the violating or breaching owner shall not rectify or cure such violation or breach within two (2) days (the "Cure Period") after Developer shall give such Owner written notice generally describing the violation or breach, then in that event, the violating or breaching Owner shall pay to Developer special **liquidated damages** in the amount of \$57.00 for each day (or any part thereof) after the expiration of such Cure Period that the violation or breach shall continue, provided however, the

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maximum liquidated damages assessable for any single uninterrupted violation or breach shall not in any event exceed \$4,300.00 for any calendar year, provided further, at such time as Developer is owner of less than 10 lots of the Property, the maximum liquidated damages assessable for any single violation or breach shall not in any event exceed \$2,800.00 for any calendar year, provided further, at such time as Developer is owner of less than 5 lots of the Property, the maximum liquidated damages assessable for any single violation or breach shall not in any event exceed \$1,750.00 for any calendar year. The parties expressly agree that the liquidated damages stated above are a reasonable advance estimate of special damages to Developer in the event of a breach or violation of the Declaration and that such liquidated damages are not intended as a penalty.

- b) In any action or proceeding instituted by Developer for the recovery of such liquidated damages, the violating or breaching Owner shall also reimburse Developer for Developer's reasonable attorney's fees, expenses, investigative costs and costs of the action therein incurred.
 - c) Notwithstanding any provision of this section on Liquidated Damages which gives an Owner an opportunity to cure such Owner's default or breach after notice from Developer, if such Owner (including such Owners agents, servants, employees, tenants, invitees, contractors, subcontractors, materialmen and suppliers) shall breach or make default under this Declaration two (2) or more times during the same calendar year and Developer, because of such breaches or defaults of like character, shall give Tenant two (2) written notices of breaches or defaults of like character, a subsequent breach or default of like character during the same calendar year shall constitute an **immediate** default and breach of this Declaration with respect to which Owner shall have no opportunity to cure same prior to Developer's commencement of its action at law to recover Liquidated Damages and attorney's fees.
5. No Waiver. The failure of the Developer, the Association, any Owner, his or its respective legal representatives, heirs, successors and assigns to enforce this Declaration shall in no event be considered a waiver of the right to do so thereafter as to similar violation or breach occurring prior or subsequent thereto.
6. Additional Rules. The Board (but, during the Development Period, only with the express written consent of Developer, which consent may be withheld in Developer's sole discretion) may adopt, amend, modify, and promulgate (and thereafter rescind, modify or revoke) other reasonable rules, regulations and procedures regarding the administration, interpretation and enforcement of the provisions of this Declaration. In so adopting, amending, modifying, promulgating, rescinding or revoking such rules, regulations and procedures, or in making any finding, determination, ruling or order or in carrying out any directive contained herein relating to the issuance of permits, authorizations, approvals, rules or regulations, the Board and the Developer shall take into consideration the best interests of the Owners of the Property to the end that the Property shall be preserved and maintained as a Project of high quality, and shall seek to achieve the development of the Property in accordance with the standards and objectives set forth herein.
7. Incorporation of Provisions in Deeds.
- a) Each grantee (including successors and assigns of each grantee), by accepting a Deed, lease or other instrument conveying any interest in any Lot, whether or not such instrument incorporates or refers to this Declaration, covenants for himself or itself, its heirs, successors and assigns to observe, perform and be bound by the Declaration and to incorporate this Declaration by reference in any Deed or other conveyance of all or any portion of his interest in any real property subject hereto.
 - b) The Deed, lease or other instrument conveying any interest in any Lot shall be deemed to include the following covenant notwithstanding that such covenant might not be expressed therein:

"For the benefit of the grantor, Craig Porter Development, LLC (including any successor or new developer), the Harbor Lakes Homes Association, Inc., and their respective heirs, successors and assigns, the grantee hereunder assumes the obligations of an Owner under the Declaration of Covenants, Restrictions, Easements, Charges, Assessments and Liens to which the property herein described is subject, and expressly agrees to comply with each provision thereof to the extent such provision applies to him or it."

This covenant, and any such covenant in any deed to any Lot, may be specifically enforced against the grantor or the grantee, or both. The failure to expressly include such language in a Deed shall not diminish or impair the liens, reservations, rights, obligations and restrictions contained in this Declaration, it being understood and agreed that this Declaration runs with the land (the Property) and shall be binding upon the Property from and after recordation of this Declaration.

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8. New Developer (Successor). Anything herein mentioned to the contrary notwithstanding, the Developer may, by written instrument recorded by reference to this instrument, assign its rights as Developer to a third person or entity and, upon such recordation:
- a) All of the Developer's rights, powers, duties and obligations under this Declaration shall pass to the new developer so designated in such recorded instrument ("New Developer").
 - b) Neither the New Developer, the Association, the Members, nor the Owners shall assume any liability arising from the Developer's exercise of its rights and powers under this Declaration or its performance of, or failure to perform, its duties and obligations hereunder.

Article XI

Annexation Property

1. Reservation of Right to Annex Property. Developer reserves and shall have the absolute unilateral right to expand the definition of the "Property" to include additional Lots and/or Common Areas and/or other land (herein the "Annexation Property"), any part of which is then within 500 yards of any portion of the then existing Property.
2. Method of Annexation. Such expansion may be accomplished by filing one or more Supplemental Declarations setting forth the Lots and other real property, if any, to be included in the expansion/annexation. The Supplemental Declaration, as it relates to the Annexation Property, may provide for covenants, conditions, restrictions and easements in addition to those herein stated or may delete some of the covenants, conditions, restrictions and easements herein stated, all in Developer's sole and absolute discretion. The expansion may be accomplished by one or more successive supplements or in one supplement.
3. Incorporation by Reference. In the event of any such expansion or annexation, the definitions used in this Declaration shall be expanded automatically to encompass and refer to the Property subject to this Declaration as so expanded (and shall be binding on the entire Property, including the Annexation Property) except as otherwise provided in the Supplemental Declaration.

Article XII

Miscellaneous

1. No Reverter. No Restriction herein is intended to be, or shall be construed as a condition subsequent or as creating a possibility of reverter.
2. Invalidity. The determination by a court that any provision hereof is invalid for any reason shall not affect the validity of any other provision hereof, and to the extent that any term, covenant or condition contained in this Declaration is in conflict with any applicable laws, this Declaration shall be deemed to be amended so as to comply with applicable laws.
3. Violation and Nuisance. Any act or omission whereby any provision of this Declaration is violated in whole or in part is hereby declared to be a nuisance and may be enjoined or abated, whether or not the relief sought is for negative or affirmative action, by the Developer, the Board or any Owner of a Lot.
4. Violation of Law. Any violation of any federal, state, municipal or local law, ordinance or regulation pertaining to the ownership, occupation or use of any of the Property is hereby declared to be a violation of this Declaration and subject to any and all of the enforcement procedures set forth herein.
5. Remedies Cumulative. Each remedy set forth in this Declaration shall be in addition to all remedies whether available at law or in equity and all such remedies, whether or not set forth in this Declaration, shall be cumulative and not exclusive.
6. No Personal Liability. No member of the Board or DRC, officer of the Association, Developer, representative of Developer, member of any committee of the Association, whether such committee is specifically described in this Declaration or hereafter created by the Association, or Manager, if any, of the Developer shall be personally liable to any Owner, Member or to any other party for any damage, loss or prejudice suffered or claimed on account of any act, (including any oral representation regarding any aspect of a Lot whatsoever), omission, error, failure to act, or negligence of any such Board member, officer or committee member of the Association, Manager if any, the Developer or any realtor representing the Developer in the sale of a Lot. Such limitation of liability shall apply in all cases, provided that such person has, on the basis of such information as may be possessed by him, acted in good faith, without willful or intentional misconduct.
7. Assignability.
 - a) The Association shall be empowered to assign its rights, or any part thereof, to any successor public body, authority, agency, district or not-for-profit corporation (hereinafter referred to as the "Successor Entity"), and upon such assignment the Successor Entity shall have those rights and be subject to those duties assigned thereby and shall be deemed to have agreed to be bound by the appropriate provisions hereof to the same extent as if the Successor Entity had been an original party

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to the Declaration. Any such assignment shall be accepted by the Successor Entity which expressly assumes the duties and obligations thereby assigned.

- b) If for any reason the Association shall cease to exist without having first assigned its rights hereunder to a Successor Entity, the covenants, restrictions, easements, charges and liens imposed hereunder shall nevertheless continue and any Owner may petition a court of competent jurisdiction to have a trustee appointed for the purpose of organizing a not-for-profit corporation and assigning the rights hereunder with the same force and effect, and subject to the same conditions, as provided in this Declaration with respect to an assignment and delegation to a Successor Entity.
- c) Any assignment or delegation of rights shall be approved by two-thirds (2/3) of the Members voting in person or by proxy at an Association meeting at which a quorum is present or voting in a referendum called for such purpose after proper notice is given.
- d) The Developer/Declarant may assign all or part of its rights hereunder by one or more instruments filed of record which describe the portion of rights so assigned and the land with respect to which such rights are assigned.
8. Headings. The headings of the Articles and Sections hereof are for convenience only and shall not affect the meaning or interpretation of the contents of this Declaration.
9. Gender. Throughout this Declaration, the masculine gender shall be deemed to include the feminine and neuter, and the singular shall be deemed to include the plural, and vice versa.
10. Delivery of Notices and Documents.
- a) Any written notice or other documents addressed to the Board or the Developer relating to or required or permitted by the Declaration may be delivered either personally or by certified or registered mail, return receipt requested. If by certified or registered mail, it shall be deemed to have been given, delivered and received upon receipt thereof by the addressee.
- b) Any written notice or other documents relating to or required or permitted by the Declaration (including but not limited to the billing of Assessments may be delivered to an Owner or Member either personally or by mail unless other requirements are specifically made in any provision hereof. If by mail, it shall be deemed to have been given, delivered and received by the Owner or Member seventy-two (72) hours after a copy of same has been deposited in the United States mail (ordinary mail), postage prepaid, addressed to such Owner or Member, to the address of any Lot owned, whether in whole or in part, by such Owner or Member, or to any other address last furnished by such Owner or Member to the Board. Each Owner or Member shall file his correct mailing address with the Board, and shall promptly notify the Board in writing of any subsequent change of address.
11. Local Laws Not Superseded. This Declaration shall not be construed as permitting any action prohibited by applicable zoning laws, or by the laws, rules or regulations of any governmental body, or by any deed or lease. In the event of any conflict, the most restrictive provision of such laws, rules, regulations, deeds, leases or this Declaration shall govern and control.
12. No Partition. None of the Common Property shall be subject to Partition, either at law or in equity, such right of Partition (if available) being expressly denied to all parties.

In Witness Whereof, this instrument has been executed by the Developer on the day and year first above written.

Date:

11/18/03

Craig Porter Development, LLC,
a Missouri Limited Liability Company

By:

Craig Porter, Managing Member

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Missouri Acknowledgment-Limited Liability Company

State of Missouri)
County of Clay)

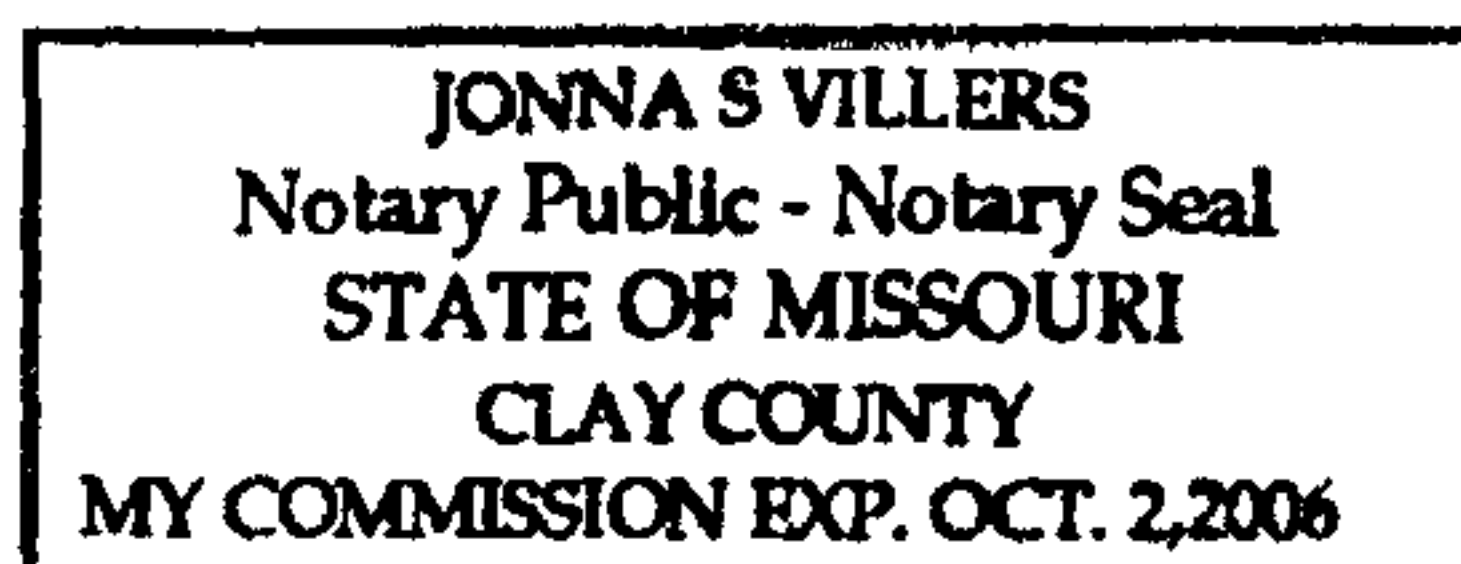
On this 18th day of November, 2003, before me, the undersigned, a Notary Public, personally appeared Craig Porter, to me known, who, being by me duly sworn, did say that he/she is the duly authorized agent of Craig Porter Development, LLC, a limited liability company, and that said instrument was signed in behalf of said limited liability company, a member-managed limited liability company, by authority of the members and in accordance with its Articles of Organization and Operating Agreement, and the said Craig Porter acknowledged that he/she executed the same as the free act and deed of such limited liability company.

In Witness Whereof, I have hereunto set my hand and affixed my official seal at my office in said county and state, the day and year last above written.

My Commission Expires:

Jonna S. Villers
Notary Public

10/2/2006



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Exhibit A

(Legal Description of Property)

First Plat:

All that part of Section 36, Township 54, Range 33, Smithville, Clay County, Missouri, described as follows: Commencing at the Southeast Corner of the Northwest Quarter of said Section 36; thence North 0 degrees 17 minutes 58 seconds East, along the East line of the Northwest Quarter of said Section 36, a distance of 839.33 feet, thence North 89 degrees 42 minutes 02 seconds West, a distance of 534.58 feet to the Point of the tract of land herein to be described; thence South 50 degrees 32 minutes 12 seconds East, a distance of 79.21 feet; thence North 82 degrees 12 minutes 25 seconds East, a distance of 171.04 feet; thence South 86 degrees 56 minutes 52 seconds East, a distance of 93.30 feet; thence South 27 degrees 09 minutes 57 seconds East, a distance of 148.25 feet; thence South 74 degrees 25 minutes 20 seconds East, a distance of 125.58 feet; thence North 70 degrees 18 minutes 22 seconds East, a distance of 97.38 feet; thence North 34 degrees 10 minutes 53 seconds East, a distance of 81.33 feet; thence South 23 degrees 50 minutes 03 seconds East, a distance of 62.49 feet; thence North 76 degrees 27 minutes 03 seconds East, a distance of 125.00 feet; thence Northerly along a curve to the left having an initial tangent bearing of North 13 degrees 32 minutes 57 seconds West, and a radius of 475.00 feet, an arc distance of 36.30 feet; thence North 72 degrees 04 minutes 18 East, a distance of 194.93 feet; thence South 78 degrees 18 minutes 00 East, a distance of 27.97 feet; thence South 18 degrees 09 minutes 09 West, a distance of 185.00 feet; thence Easterly along a curve to the right having an initial tangent bearing of South 71 degrees 50 minutes 51 seconds East, and a radius of 225.00 feet, an arc distance of 116.59 feet; thence South 47 degrees 50 minutes 32 seconds West, a distance of 71.34 feet; thence South 07 degrees 40 minutes 06 seconds West, a distance of 70.18 feet; thence South 03 degrees 32 minutes 58 seconds West, a distance of 350.00 feet; thence South 08 degrees 50 minutes 37 seconds East, a distance of 219.00 feet; thence South 05 degrees 56 minutes 29 seconds East, a distance of 71.09 feet; thence South 84 degrees 02 minutes 58 seconds West, a distance of 140.70 feet; thence South 09 degrees 32 minutes 13 seconds West, a distance of 86.75 feet to a point on the Northerly Right-of-way line of Missouri State Route "W"; thence North 87 degrees 02 minutes 12 seconds West along the Northerly Right-of-way line of said Missouri State Route "W", a distance of 101.83 feet; thence North 74 degrees 26 minutes 37 seconds West along the Northerly Right-of-way line of said Missouri State Route "W", a distance of 370.24 feet; thence North 71 degrees 44 minutes 52 seconds West along the Northerly Right-of-way line of said Missouri State Route "W", a distance of 578.23 feet; thence North 78 degrees 11 minutes 22 seconds West along the Northerly Right-of-way line of said Missouri State Route "W", a distance of 351.87 feet; thence North 80 degrees 51 minutes 36 seconds West, a distance of 299.95 feet along the Northerly Right-of-way line of said Missouri State Route "W"; thence North 00 degrees 36 minutes 53 seconds East, a distance of 231.04 feet; thence South 38 degrees 36 minutes 56 seconds East, a distance of 40.79 feet; thence North 66 degrees 53 minutes 43 seconds East, a distance of 200.11 feet; thence Southeasterly along a curve to the left having an initial tangent bearing of South 23 degrees 06 minutes 17 seconds East, and a radius of 225.00 feet, an arc distance of 18.46 feet; thence Easterly along a compound curve to the left having a radius of 15.00 feet, an arc distance of 26.44 feet; thence South 38 degrees 47 minutes 15 seconds East, a distance of 50.00 feet; thence Southerly along a curve to the left having an initial tangent bearing of South 51 degrees 12 minutes 45 seconds West, and a radius of 15.00 feet, an arc distance of 26.44 feet; thence Easterly along a compound curve to the left having a radius of 225.00 feet, an arc distance of 111.61 feet; thence South 78 degrees 11 minutes 22 seconds East, a distance of 16.75 feet; thence North 12 degrees 51 minutes 25 seconds East, a distance of 120.00 feet; thence South 80 degrees 19 minutes 58 seconds East, a distance of 70.11 feet; thence North 72 degrees 42 minutes 09 seconds East, a distance of 44.30 feet; thence North 64 degrees 13 minutes 46 seconds East, a distance of 174.95 feet; thence North 20 degrees 08 minutes 40 seconds East, a distance of 137.94 feet; thence North 18 degrees 30 minutes 54 seconds West, a distance of 137.94 feet; thence North 43 degrees 00 minutes 51 seconds East, a distance of 172.91 feet. Said tract of land contains 27.80 acres more or less

The foregoing Property is also known (after recordation of the final plat for same) as all of Lots 1 through 48, inclusive, **Harbor Lakes First Plat**, a subdivision of land in Smithville, Clay County, Missouri, according to the recorded plat thereof (together with any portions described in that plat as having been dedicated for public or quasi-public use).

Second Plat:

All that part of the Northwest Quarter of Section 36, Township 54, Range 33, in the City of Smithville, Clay County, Missouri, described as follows: Commencing at the Southeast corner of the Northwest Quarter of said Section 36,

Clay County, Missouri Unofficial Document

thence North 00 degrees 17 minutes 58 seconds East along the East line of the Northwest Quarter of said Section 36, a distance of 839.33 feet; thence North 89 degrees 42 minutes 02 seconds West, a distance of 534.58 feet; to the Point of Beginning of the tract of land herein to be described; thence South 43 degrees 00 minutes 51 seconds West, a distance of 172.91 feet; thence South 18 degrees 30 minutes 54 seconds East, a distance of 137.94 feet; thence South 20 degrees 08 minutes 40 seconds West, a distance of 137.94 feet; thence South 64 degrees 13 minutes 46 seconds West, a distance of 174.95 feet; thence South 72 degrees 42 minutes 09 seconds West, a distance of 44.30 feet; thence North 80 degrees 19 minutes 58 seconds West, a distance of 70.11 feet; thence South 12 degrees 51 minutes 25 seconds West, a distance of 120.00 feet; thence North 78 degrees 11 minutes 22 seconds West, a distance of 16.75 feet; thence westerly along a curve to the right being tangent to the last described course and having a radius of 225.00 feet and an arc distance of 111.61 feet; thence along a compound curve to the the right having a radius of 15.00 feet, an arc distance of 26.44 feet; thence North 38 degrees 47 minutes 15 seconds West, a distance of 50.00 feet; thence westerly along a curve to the right having a initial tangent bearing of South 51 degrees 12 minutes 46 seconds West, and a radius of 15.00 feet an arc distance of 26.44 feet; thence along a compound curve to the right having a radius of 225.00 feet an arc distance of 111.61 feet; thence North 00 degrees 36 minutes 53 seconds East, a distance of 79.72 feet; thence South 89 degrees 23 minutes 07 seconds East, a distance of 115.78 feet; thence North 06 degrees 31 minutes 11 seconds East, a distance of 138.26 feet; thence North 00 degrees 36 minutes 53 seconds East, a distance of 275.00 feet; thence South 56 degrees 07 minutes 14 seconds East, a distance of 189.23 feet; thence North 79 degrees 27 minutes 02 seconds East, a distance of 130.14 feet; thence South 88 degrees 22 minutes 56 seconds East, a distance of 131.24 feet; thence South 50 degrees 32 minutes 12 seconds East, a distance of 79.21 feet to the Point of Beginning. Said tract of land contains 5.53 Acres more or less.

The foregoing Property is also known (after recordation of the final plat for same) as all of Lots 49 through 59, inclusive, **Harbor Lakes Second Plat**, a subdivision of land in Smithville, Clay County, Missouri, according to the recorded plat thereof (together with any portions described in that plat as having been dedicated for public or quasi-public use).

End of Exhibit

Hills of Shannon HOA
% CAM Management
5000 W. 95th St. Suite 280
Prairie Village, KS 66207

Neighborhood Beautification Grant Committee
% Smithville City Hall
107 W Main St.
Smithville, MO 64089

Dear Sir or Madam:

The Hills of Shannon HOA Board would like to take this opportunity to thank you for receiving and considering this grant application submission. We recognize that this is the final year of the Neighborhood Beautification Grant program that has been sponsored by the city. We want to take a moment to thank the city and the committee for giving us the opportunity to complete impactful projects in the last three years. The grants have allowed us to purchase a new fountain for our pond, thus allowing it to be more healthy than it has been in the last couple of years. It also makes it visually appealing to those who use the green space to fish, look out at the pond, or play on the playground - which was another one of our projects funded by the grant program. Using the funds that were available, the Hills of Shannon was able to add an ADA compliant swing, border around the playground, and a ramp to ensure children of all abilities could use the playground. Last year, we tackled a much larger project and applied to repave the walking trail that goes along the pond and playground. That grant funding enabled us to give the trail a much needed repave and beautify the green space even more. Finally, this year, the Hills of Shannon HOA would like to tie this together by finishing with our large circle planter and a smaller planter as well. The vision is to change the planters to a butterfly garden, with a small path leading to benches. This gives the ability for children to explore the plants, pollinators to thrive, people to pause and contemplate, and the opportunity for photos to be taken. We hope that you will consider this grant as the final touch to a long term project that has been tied together to showcase the appreciation and representation of not only The Hills of Shannon, as a subdivision, but all of Smithville as a community - outdoor enthusiasts who can enjoy time at the lake, making new friends or time in our green space, creating continued community.

The HOA Board has voted to release the amount of \$2,830.26 to purchase the items needed to improve our circle planters. The install will be done by the community of Hills of Shannon with a plaque to commemorate the new garden and recognize the efforts of the community and the opportunity that this grant has given the Hills of Shannon.

We thank you again for the consideration and look forward to hearing the committee's response.

Sincerely,
Hills Of Shannon HOA Board:
Constance Scott - President
Art Jonhson - Vice President
Bradley Scott - Treasurer
Mignonne Slaugh - Secretary

Terry Hall - HOA Board Member



Neighborhood Beautification Grant Application City of Smithville, MO

Applicant Information

**Neighborhood or Homeowners'
Association Name:** _____

Date: _____

Address: _____

Street Address

City

State

ZIP Code

Phone: _____

Email: _____

Contact Person: _____

Title: _____

Project Title: _____

Brief Description of the proposed Project:

Budget Information

The amount of grant funds awarded to the neighborhood ranges from \$50 - \$25,000. All funds awarded are required to have matching funds contributed from the neighborhood. Matching funds can come in the form of actual funds or in-kind donations such as volunteer hours or equipment. The required match must be equal to 50% of the total project cost. (e.g., if total project cost is \$10,000, the neighborhood or homeowners' association contributes \$5,000 and requests \$5,000 in grant funds from the program.) Volunteer hours are calculated at the rate of \$20/hour and must be confirmed at the completion of the project.

Total Project Cost: _____

Grantee Cash Contribution: _____

Grantee In-Kind Contribution: _____

Grant Amount Requested: _____

Project Information – *Please attach additional documentation if needed*

Expected Project Start Date _____

Expected Completion Date _____

Description of how this project will enhance the neighborhood:

Description of how the grant funding will be matched by the organization:

Description of how the project will be maintained or funded in the future, if necessary:

Prior Awarded Projects

Have you been awarded Neighborhood Beautification Grant funding for a previous project?

If yes, please provide a project update:

Required Attachment Checklist

In addition to this application, the following documents will be required to fully assess the proposed project:

- ☐ **A detailed Project Budget shown through a completed Attachment A *(Example Included)***
- ☐ **Photos of the proposed project area**
- ☐ **Plan or map showing the location of the project and projected improvements**
- ☐ **At least three estimates for all work**
- ☐ **Letter of authorization from any agencies, utilities, or property owners affected by the project**
- ☐ **Letter of approval of use of funds from the neighborhood or homeowners' association Board**
- ☐ **If using cash contribution for the match, proof of available funds**
- ☐ **If planning to use volunteer hours for an in-kind match, a completed Volunteer Pledge Sheet (Attachment B)**
- ☐ **A copy of the by-laws for your neighborhood or homeowners' association**
- ☐ **A list of the current neighborhood or homeowners' association board members**

Disclaimer and Signature

I, the applicant, understand and agree that all applicable required City permits, which may include a building permit, right of way permit, must be obtained before work begins.

I, the applicant, confirm that I have read the terms of the application and that I am acting on behalf of my neighborhood or homeowners' association, in accordance with their expressed wishes, which were determined by a vote or consensus of the majority of the neighborhood stakeholders. I understand that acting without consent of my organization may cause my neighborhood to be ineligible for future grants.

Authorized Agent's Signature:  _____ Date: _____

Attachment A: Detailed Project Budget Form

| TOTAL PROJECT COST (grant funds requested plus applicant match) | | |
|--|----------------------|----------------|
| List all items/service required for project completion. | | |
| Vendor/supplier: | Item/service: | Amount: |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| Total Project Cost | | |


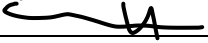
| CASH MATCH CONTRIBUTION | | |
|--|---|----------------|
| List any cash that will be contributed by your organization or others. | | |
| HOA/entity contributing cash | Item/services to be paid (if specified): | Amount: |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| Total Cash Contribution | | |

| IN-KIND MATCH CONTRIBUTIONS | | |
|--|-------------------------------------|---------------|
| List any services or supplies that will be contributed by your organization or others. | | |
| HOA/entity donating | Item/services to be donated: | Value: |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| Total In-Kind Contribution | | |

| | |
|--|--|
| Total Project Cost | |
| Total Cash Contribution | |
| Total In-Kind Contribution | |
| Total Grant Amount Requested from the NBG Program | |

Attachment B: Volunteer Pledge Form

In-kind match of volunteer hours is rated at \$20 per hour.

| Name | Phone Number | # of Hours Pledged | Signature |
|---------------------|--------------|--------------------|---|
| | | |  |
| | | |  |
| | | | Bradley Scott |
| | | | Melissa Scott |
| | | | Art Johnson |
| | | | Terry Hall |
| | | | Mignonne Slaugh |
| | | | Josh Bettis |
| | | | |
| | | | |
| | | | |
| | | | |
| TOTAL HOURS PLEDGED | | | |

Attachment A: Detailed Project Budget Form EXAMPLE

| TOTAL PROJECT COST (grant funds requested plus applicant match) | | |
|---|--|------------------|
| List all items/service required for project completion. <i>Example in italics</i> | | |
| Vendor/supplier: | Item/service: | Amount: |
| <i>Hardware Store</i> | <i>Perennials and Concrete for Pad</i> | <i>\$1000.00</i> |
| <i>Bench Supplier Store</i> | <i>Bench</i> | <i>\$1000.00</i> |
| | | |
| | | |
| Total Project Cost | | \$2,000 |

| CASH MATCH CONTRIBUTION | | |
|--|---|----------------|
| List any cash that will be contributed by your organization or others. <i>Example in italics</i> | | |
| HOA/entity contributing cash | Item/services to be paid (if specified): | Amount: |
| <i>HOA</i> | | <i>\$500</i> |
| <i>Jane Smith</i> | <i>Bench purchase</i> | <i>\$250</i> |
| | | |
| | | |
| Total Cash Contribution | | \$750 |

| IN-KIND MATCH CONTRIBUTIONS | | |
|--|-------------------------------------|---------------|
| List any services or supplies that will be contributed by your organization or others. <i>Example in italics</i> | | |
| HOA/entity donating | Item/services to be donated: | Value: |
| <i>Volunteer Hours</i> | <i>12.5 hours Labor</i> | <i>\$250</i> |
| | | |
| | | |
| | | |
| Total In-Kind Contribution | | \$250 |








| | |
|--|----------------|
| Total Project Cost | \$2,000 |
| Total Cash Contribution | \$750 |
| Total In-Kind Contribution | \$250 |
| Total Grant Amount Requested from the NBG Program | \$1,000 |





Garden

Item availability and in-store pricing is based on the Midtown Kansas City store.

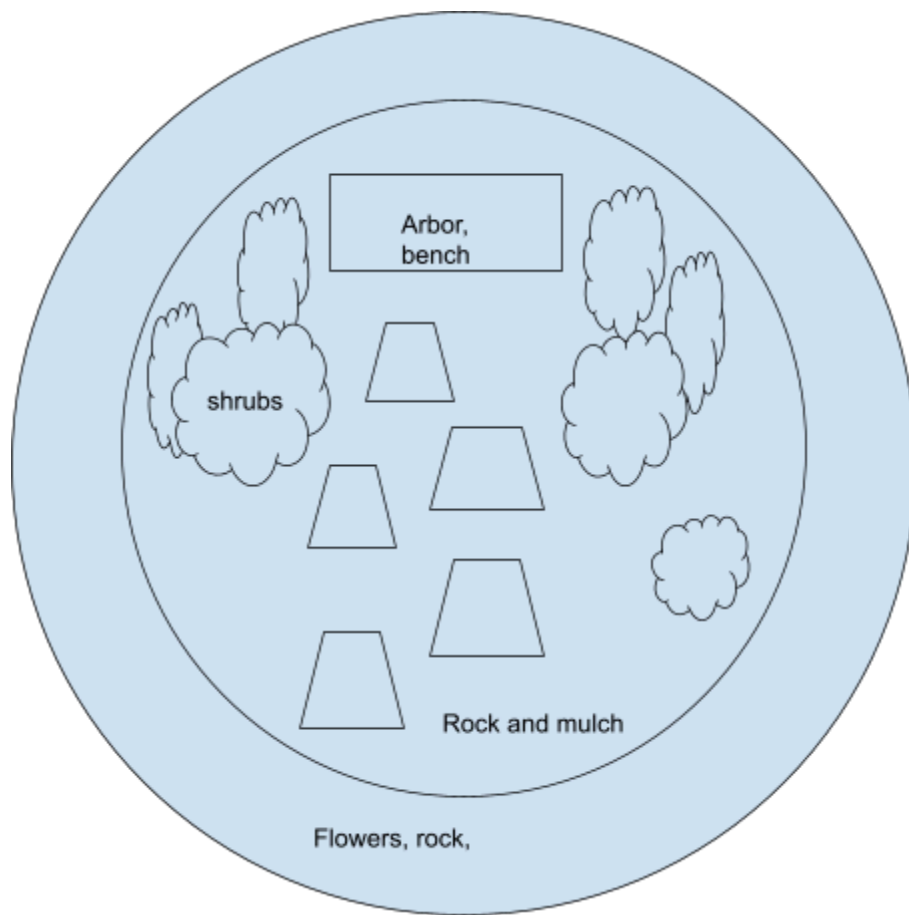
Items: 9
Order Subtotal: \$1,630.26

| Item | Description | Qty | How To Get It | Price |
|---|---|-----|--|----------|
|  | Vigoro 60 ft. No-Dig Plastic Landscape Edging Kit SKU # 1000717307 Model # 3001-60HD-3 Internet # 301459392 | 1 | <div><div>✖ Shipping unavailable</div><div>✔ Pick it up today</div><div>132 In Stock</div></div> <div><div>📍</div>Aisle: 61 Bay: 006</div> | \$41.97 |
|  | Vigoro 0.5 cu. ft. Bagged River Pebble Landscape Rock SKU # 440809 Model # 54250V Internet # 100558618 | 50 | <div><div>✖ Shipping unavailable</div><div>✔ Pick it up today</div><div>736 In Stock</div></div> <div><div>📍</div>Aisle: 59 Bay: 009</div> | \$4.98 |
|  | American Countryside 2CF Cedar Mulch Blend SKU # 637548 Model # 174-20 Internet # 324722654 | 25 | <div><div>✖ Shipping unavailable</div><div>✔ Pick it up today</div><div>907 In Stock</div></div> <div><div>📍</div>Aisle: 64 Bay: 012</div> | \$3.97 |
|  | Vigoro 3.5 in. Weed Barrier Landscape Fabric Garden Staples (75-Pack) SKU # 206572 Model # 85239 Internet # 318047111 | 2 | <div><div>✖ Shipping unavailable</div><div>✔ Pick it up today</div><div>137 In Stock</div></div> <div><div>📍</div>Aisle: 60 Bay: 001</div> | \$15.98 |
|  | Pavestone RumbleStone Rec 10.5 in. x 7 in. x 1.75 in. Merriam Blend Concrete Paver SKU # 1000024242 Model # 90973 Internet # 204604999 | 25 | <div><div>✖ Shipping unavailable</div><div>✔ Pick it up today</div><div>372 In Stock</div></div> <div><div>📍</div>Aisle: 61 Bay: 001</div> | \$4.58 |
|  | FlowerHouse Butterfly 2-Person Antique All-Weather Metal Outdoor Bench SKU # 1000622734 Model # FHBFB06A Internet # 100647386 | 1 | <div><div>✖ Not sold in stores</div></div> | \$500.79 |
|  | Vigoro 4 ft. x 100 ft. Medium Duty Weed Barrier Landscape Fabric SKU # 1002696682 Model # NMV04100B Internet # 314273724 | 2 | <div><div>✖ Shipping unavailable</div><div>✔ Pick it up today</div><div>123 In Stock</div></div> <div><div>📍</div>Aisle: 60 Bay: 001</div> | \$36.98 |

| Item | Description | Qty | How To Get It | Price |
|---|---|-----|--|----------|
|  | <p>Arcadia Garden Products 40 in. x 15 in. x 16.6 in. Resin Black Stone Outdoor Bench</p> <p>SKU # 1005852504 Model # BE01 Internet # 314991700</p> | 1 | <div><div>✕</div> Shipping unavailable</div> <div><div>✓</div> Pick it up today</div> <div><div>148</div> In Stock</div> | \$110.34 |
|  | <p>VITA 85"L x 26"W x 89"H Heartwood Grande Cedar Arbor, Golden Brown, VA68898</p> <p>SKU # 1005198563 Model # VA68898 Internet # 312714606</p> | 1 | <div><div>✕</div> Not sold in stores</div> | \$408.49 |

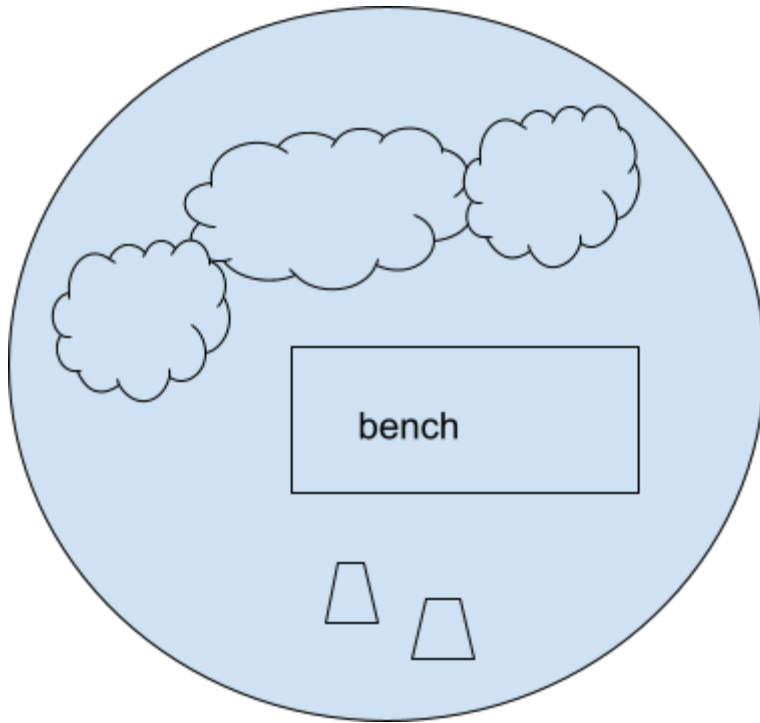
Items: 9

Order Subtotal: \$1,630.26



Large Circle Planter

Not to scale and direction may change. The pavement level will be a mixture of flowers, mulch, and rock. The second level of the planter will have pavers leading to the arbor and the bench. There will be a selection of plants that attract pollinators and allow kids to explore.



Smaller Planter

Not to scale. This planter will have a bench, with an assortment of flowering plants to encourage pollinators. There will be a mixture of rock and mulch for ground covering.









PAVILION
WALKING TRAIL
2012
No Smoking
No Open Flames
No Glass
No Alcohol
No Pets
No Firearms

**BYLAWS
OF
HILLS OF SHANNON HOMES ASSOCIATION**

**ARTICLE I.
OFFICES**

1.1 **Name.** The name of the corporation is HILLS OF SHANNON HOMES ASSOCIATION. It is incorporated under the laws of the State of Missouri as a corporation not-for-profit.

1.2 **Location.** The principal office of the corporation and meetings of members and directors may be held at a place so designated by the board of directors.

**ARTICLE II.
DEFINITIONS**

2.1 **Association** shall mean the HILLS OF SHANNON HOMES ASSOCIATION, its successors and assigns.

2.2 **District** shall mean all of the property which is now or hereafter within the jurisdiction of the Association as provided in the Declaration.

2.3 **Common Areas**, if any, shall have the meaning set forth in the Declaration.

2.4 **Street** shall mean any public or private street, road, terrace, circle or boulevard shown on any recorded plat of all or part of the District.

2.5 **Lot** shall mean any lot as shown as a separate lot on any recorded plat of all or part of the District; provided, however, that if an Owner, other than the Developer, owns all or part of one or more adjacent lots upon which only one residence has been, is being, or will be erected, then such adjacent property under common ownership shall be deemed to constitute only one "Lot".

2.6 **Owner** shall mean the record owner in fee simple of any Lot in the District, including the Developer.

2.7 **Developer** shall mean and refer to Criterion Communities, L.L.C., a Colorado corporation, and its successors and assigns.

2.8 **Restrictions** shall mean the Declaration of Restrictions for Hills of Shannon, dated as of July 26, 1994, and recorded August 15, 1994 in Document M-30265, at Book 2381, Page 334, in the Office of the Recorder of Deeds, Clay County, Missouri, as such Restrictions may be amended from time to time.

2.9 **Declaration** shall mean the Hills of Shannon Homes Association Declaration dated September 2, 1994, and recorded September 6, 1994 in Document M-32482, at Book 2387, Page 314, in the Office of the Recorder of Deeds, Clay County, Missouri, as such Declaration may be amended from time to time.

ARTICLE III. **MEMBERSHIP**

3.1 **Membership.** Membership in the Association shall be limited to any person or entity who is the Owner of the fee interest or of an undivided portion of the fee interest in any Lot which is now or hereafter within the jurisdiction of the Association. Persons or entities who hold an interest merely as security for the performance of an obligation shall not be members. Membership shall be appurtenant to and may not be separated from ownership of a Lot which is subject to assessment by the Association.

3.1.1 **Membership for Guardian of Minors.** In case the legal title to a Lot in the District is held by one or more minors, their natural or legal guardian or guardians shall be eligible for membership, or if there be more than one such guardian, they shall jointly have the right to cast only one vote for any candidate at any election or on any question or such guardians may designate in writing one of them as a member in their stead and such person shall thereupon become eligible for membership, subject to the approval of the Board of Directors.

3.1.2 **Membership for Representatives of Corporations.** In case the legal title to a Lot in the District is held by a corporation, partnership or other entity, the Owner may designate, by filing a written instrument with the Association, any person as its member representative.

3.1.3 **Suspension of Membership.** During any period in which a member shall be in default in the payment of any annual or special assessment levied by the Association as provided in the Declaration, the voting rights and the right to use any recreational facilities, if any, in or available to the District may be suspended by the Board of Directors until such assessment has been paid. Such rights of a member may also be suspended, after notice and hearing, for a period not to exceed 90 days, for violation of any of the rules and regulations established by the Board of Directors governing the use of the Common Areas, if any, and the recreational facilities, if any, in or available to the District.

ARTICLE IV. VOTING RIGHTS

The Association shall have two classes of voting members:

4.1 **Class A.** Class A members shall consist of all of the persons and entities who are members as provided in Article III; and shall be entitled to one vote for each Lot owned. When more than one person holds such interest in any Lot, all such persons shall be members and the vote for such Lot shall be exercised as they, among themselves, determine, but in no event shall more than one vote be cast by members with respect to any Lot.

4.2 **Class B.** The Class B member shall be Developer; and shall be entitled to ten (10) votes for each Lot owned by Developer within the entire District. Provided, however, so long as Developer is the owner of at least one Lot, then notwithstanding any provision herein to the contrary, the Class B member shall be entitled to approve and/or exercise veto power in conjunction with all votes by the members, including all votes by the Board of Directors of the Association. In the event Developer owns less than one Lot, the Class B Membership shall cease and be converted to a Class A membership.

4.3 **Developer Control.** Notwithstanding anything herein to the contrary, no members shall have any votes nor assume any of the rights provided herein or in the Declaration without the express written relinquishment of such control by Developer. Until such assignment or conveyance occurs, Developer shall appoint all members of the Board of Directors, and otherwise exercise all decisions of the Association, except as may be delegated or otherwise transferred as herein provided.

ARTICLE V. USE OF COMMON AREAS

5.1 **Undedicated Common Areas.** The Owners of Lots within the District shall have the right to the use of Common Areas, if any, appearing as undedicated common areas, if any, on the plat of the District, or as may appear on subsequent plats of the District, or as may be created by separate document filed for that purpose with the Recorder of Deeds of Clay County, Missouri, by the Developer, or as may otherwise be created.

5.2 **Rules and Regulations.** The Association shall have the right and the power, from time to time, to make reasonable rules and regulations which shall govern the use of the Common Areas. The rules and regulations set forth at Exhibit "A" attached hereto are hereby adopted as of the date hereof.

ARTICLE VI. BOARD OF DIRECTORS

6.1 **Number.** The business and affairs of the Association shall be managed by a Board of Directors, composed of **three (3)** directors, initially who shall be appointed by the Developer. The initial directors, or their successors appointed by Developer, shall hold office

until Developer no longer owns any Lots in the District or until Developer relinquishes its Class B membership, whereupon, the Developer must call a special meeting for the election of directors. Each director nominated at the special meeting shall hold office until the next annual election of directors or until his or her earlier resignation or removal. Each individual elected as a director shall serve for a term of one year and until his or her successor is duly elected and has commenced his or her term of office, or his or her earlier resignation or removal.

6.2 **Qualification.** All directors, other than the initial directors, shall be members in good standing of the Association.

6.3 **Removal.** Any director, except for the initial directors, may be removed from the Board of Directors, with or without cause, by a majority vote of the members of the Association entitled to vote. In the event of death, resignation or removal of a director, a successor shall be selected by the remaining members of the Board of Directors and shall serve for the unexpired term of such predecessor.

6.4 **Compensation.** No director shall receive compensation for the service to the Association as a director. However, any director may be reimbursed for actual expenses incurred in the performance of such duties.

ARTICLE VII. MEETINGS OF DIRECTORS

7.1 **Annual Meetings.** Annual meetings of the Board of Directors shall be held following the annual meeting of the members at such place as may be fixed by the board.

7.2 **Regular Meetings.** Regular meetings of the Board of Directors shall be held at such place and time as may be fixed from time to time by the board.

7.3 **Special Meetings.** Special meetings of the Board of Directors shall be held when called by the president of the Association or by any two directors.

7.4 **Notice of Special Meetings.** Written or printed notice stating the place, day and hour of a special meeting and the purpose or purposes for which the meeting is called, shall be delivered to each director not less than five days before the date of the meeting, either personally or by mail, by or at the direction of the president, or the persons calling the meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail addressed to the director at his address as it appears on the records of the Association, with postage thereon prepaid.

7.5 **Waiver of Notice.** Any notice provided or required to be given to the directors may be waived in writing by any of them whether before or after the time stated therein. Attendance of a director at any meeting shall constitute a waiver of notice of such meeting except where the director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

7.6 **Quorum.** A majority of the number of directors shall constitute a quorum for the transaction of business. Except as provided in Article XVI hereof, every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the board.

7.7 **Adjournment.** If a quorum shall not be present at any such meeting, the directors present shall have the power successively to adjourn the meeting, without notice other than announcement at the meeting, to a specified date. At any such adjourned meeting at which a quorum shall be present any business may be transacted which could have been transacted at the original session of the meeting.

7.8 **Meetings by Conference Telephone or Similar Communications Equipment.** Unless otherwise restricted by the Articles of Incorporation or these Bylaws, members of the Board of Directors of the Association, or any committee designated by the board, may participate in a meeting of the board or committee by means of which all persons participating in the meeting can hear each other, and participation in a meeting pursuant hereto shall constitute presence in person at such meeting.

7.9 **Action Taken Without a Meeting.** The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE VIII.

NOMINATION AND ELECTION OF DIRECTORS

8.1 **Nomination.** Subject to Section 6.1, nomination for election to the Board of Directors shall be made from the floor at the annual meeting of the members.

8.2 **Election.** Election to the Board of Directors shall be by written ballot. At any such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of Article IV hereof. The persons receiving the largest number of votes shall be elected. Cumulative voting shall not be permitted.

8.3 **Commencement of Term of Office.** A director shall be deemed elected at the time of such election, but shall not be deemed to have commenced the term of office or to have any of the powers or responsibilities of a director until the time he or she accepts the office of director either by a written acceptance or by participating in the affairs of the Association at a meeting of the board of directors or otherwise.

ARTICLE IX.

POWERS OF THE BOARD OF DIRECTORS

The members of the Board of Directors shall have the following powers:

9.1 **Scope.** Exercise for the Association all powers, duties and authority vested in or delegated to the Association and not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation, the Declaration or the Restrictions.

9.2 **Rules and Regulations; Common Areas; Pond.** The Association shall assume control of all Common Areas, and shall adopt and publish rules and regulations governing the use of the Common Areas, if any, and the personal conduct of the members and their guests thereon, and to establish penalties, including monetary fines, for the infraction thereof; provided, however, that the Board of Directors may not, in any event, revoke, limit, restrict, or suspend in any way, the right of any Owner to use and enjoy any street for ingress and egress. The Association recognizes that the pond located within the Common Areas is an asset which requires strict rules and regulations regarding access, use and any activities related thereto. During any period of time that the Developer owns other property not a part of the District which adjoins such pond, the Association shall nonetheless endeavor to control and maintain all use of and activities concerning the pond and other Common Areas and shall indemnify and hold Developer harmless from any claim, loss, cost, or expense related to any member, guest, invitee, contractor or licensee of the District and Association and their respective employees, contractors and officers. The Association shall maintain contractual liability insurance with respect to such indemnities in accordance with Section 9.8 below.

9.3 **Employment.** Employ (and contract with for such periods of time and on such terms as may be deemed appropriate) agents, independent contractors, managers and employees, and to prescribe their duties and responsibilities, if necessary.

9.4 **Records and Reports.** Cause to be kept a complete record of all its acts and of the corporate affairs of the Association and to present reports thereof to the members.

9.5 **Supervision.** Supervise all officers, agents and employees of the Association, and see that their duties, if necessary, are properly performed.

9.6 **Assessments.** As more fully provided in the Declaration, provide for the levying of the annual assessment against each Lot and any special assessment against any Lot.

9.7 **Certificates.** Issue, or cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not an assessment has been paid. A reasonable charge may be made by the Board of Directors for the issuance of these certificates. If a certificate states that an assessment has been paid, such certificate shall be conclusive evidence of such payment.

9.8 **Insurance.** The Board of Directors shall procure and maintain (i) insurance covering the Association and the Developer against any liability to the public or the members, and their invitees and tenants, incident to the operation of the Association, including ownership and operation of all Common Areas, in an amount not less than \$1,000,000 against the claim of one person or \$2,000,000 against the claims of two or more persons in one occurrence, (ii) property damage insurance in an amount not less than \$500,000 per occurrence, and (iii) errors and omissions insurance for directors and officers. Such policy or policies shall contain an

endorsement providing that the rights of the named insured shall not be prejudiced with respect to actions against other named insureds, and shall contain a contractual liability endorsement with respect to any contractual obligations and indemnities provided by the Association in these Bylaws or otherwise duly adopted or agreed by the Association. Notwithstanding the foregoing, the Board of Directors shall have the authority to maintain such other insurance as the Board deems advisable in the operation and protection of the District and the Association.

9.9 **Bonding.** Cause all officers or employees having fiscal responsibility to be bonded, as it may deem appropriate.

9.10 **Maintenance.** Cause the Common Areas, as they exist from time to time, to be maintained and maintain the entry landscape easements. The Association shall also maintain, repair and replace the cluster mailboxes erected for use by the members in compliance with local rules and ordinances for such receptacles.

9.11 **Committees.** During the period that the Developer appoints the directors, the Board may appoint an Advisory Committee of the membership from which to seek input and assistance in operating and maintaining the District. The Board may otherwise appoint an executive committee and other committees and delegate to such committees any of the powers and authority of the Board of Directors in the management of the business and affairs of the Association. Any such committee shall be composed of two or more directors.

9.12 **Indebtedness of Association.** To the extent permitted by the Declaration, borrow money and incur indebtedness for purposes of the Association and cause to be executed and delivered therefor, in the Association's name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations or other evidences of debt and securities therefor; provided, however, that the repayment of any such indebtedness shall not be or become the personal obligation of any Owner.

9.13 **Performance.** Perform all acts and do all things required or permitted to be done by the Association by the Declaration or otherwise; and perform all acts and do all things permitted or required of a Board of Directors of a not-for-profit corporation under the laws of the State of Missouri.

ARTICLE X.

MEETINGS OF MEMBERS

10.1 **Annual Meetings.** The annual meetings of the members of the Association shall be held on the first Tuesday of November of each year, commencing November 2003, at such place as may be fixed by the Board of Directors. If the day for the annual meeting of members is a legal holiday, the meeting will be held on the first day following which is not a legal holiday. At the annual meeting, directors shall be elected, reports of the affairs of the Association shall be considered, assessment levels shall be established and any other business within the powers of the membership may be transacted.

10.2 **Special Meetings.** Special meetings of the members may be called at any time by the president or by a majority of the Board of Directors, or upon written request of members holding at least one-tenth (1/10th) of the votes of the members.

10.3 **Notice of Meetings.** Written notice of each meeting of the members shall be given by, or at the direction of, the secretary of persons authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least five days before a regular meeting and at least ten days before a special meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

10.4 **Quorum.** The presence at a meeting, in person or by proxy, of members entitled to cast at least one-fourth (1/4th) of a total votes of the membership shall constitute a quorum for any action. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be obtained. Except as otherwise provided in the Declaration or the Articles of Incorporation or by law, a majority vote of those present at a meeting at which a quorum is present shall be necessary to transact any business.

10.5 **Proxies.** At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing on forms provided by the Association and shall be validly notarized by a notary public, and filed with the secretary of the Association before the meeting. Every proxy shall be revocable and shall automatically cease to be effective, if not sooner terminated by its terms or revoked, upon the expiration of one year from the date of its issuance or upon conveyance by the member of his Lot, whichever event shall occur sooner.

ARTICLE XI.

OFFICERS AND THEIR DUTIES

11.1 **Enumeration of Offices.** The officers of the Association shall be a president, a vice-president, a secretary and a treasurer, who shall at all times be members of the Board of Directors, and such other officers as the Board of Directors may from time to time elect.

11.2 **Election of Officers.** Initially, the officers shall be elected by the Board of Directors named by the incorporator of the Association at the first meeting of that body, to serve at the pleasure of the board until the first annual meeting of the board and until their successors are duly elected and qualified or until their earlier resignation or removal.

At the first and each subsequent annual meeting of the Board of Directors the newly elected board shall elect officers to serve at the pleasure of the board until the next annual meeting of the board and until their successors are duly elected and qualified or until their earlier resignation or removal.

An officer shall be deemed qualified when he or she enters upon the duties of the office to which elected or appointed and furnishes any bond required by the Board or these Bylaws; but the Board may also require of such person a written acceptance and promise faithfully to discharge the duties of such office.

11.3 **Special Appointments.** The Board of Directors may appoint such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

11.4 **Resignation and Removal.** Any officer may be removed from office by the Board of Directors, with or without cause, at any time. Any officer may resign at any time by giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later date specified therein, and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

11.5 **Vacancies.** A vacancy in any office may be filled by the Board of Directors at any time. The officer elected to such vacancy shall serve for the remainder of the term of the officer replaced.

11.6 **Multiple Offices.** The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any other offices except in the case of the Developer or special offices created pursuant to this Article.

11.7 **Duties.** The duties of the officers are as follows:

President. The president shall be the chief executive officer of the Association and shall, subject to the control of the Board of Directors, have general supervision, direction and control of the business and officers of the Association. The president shall preside at all meetings of the membership and at all meetings of the Board of Directors. He shall be ex officio a member of all standing committees, including the executive committee, if any, and shall have the general powers and duties of management usually vested in the office of president and shall have such other powers and duties as may be prescribed by the Board of Directors or these Bylaws.

Vice President. The vice president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties and have such other powers as may be prescribed by the Board of Directors.

Secretary. The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board of Directors and of the members, shall keep the corporation seal of the Association and affix it on all papers required to have the seal affixed thereto, shall serve notice of meetings of the Board and of the members, shall keep appropriate current records showing the members of the Association, together with their addresses, and shall perform such other duties, and have such other powers as may be prescribed by the Board.

Treasurer. The treasurer shall have responsibility for the safekeeping of the funds of the Association, shall keep or cause to be kept full and accurate accounts of receipts and disbursements of the Association and such other books of account and accounting records as may be appropriate, and shall perform such other duties and have such other powers as may be prescribed by the Board of Directors. The books of account and accounting records shall at all reasonable times be open to inspection by any director.

11.8 **Compensation**. Officers of the Association shall not receive any compensation or salary for their services, but may be reimbursed for their actual expenses incurred in the performance of the duties of their offices.

ARTICLE XII. **ASSESSMENTS**

12.1 **Purposes**. The assessments levied by the Association shall be used to provide a general fund to enable the Association to exercise the powers, maintain the Common Areas and improvements and render the services provided for in these Bylaws, the Declaration, the Restrictions and the Articles of Incorporation.

12.2 **Provisions Governing Assessments**. Assessments shall be levied in the manner provided in the Declaration and all matters concerning assessments shall be governed by the provisions of the Declaration.

ARTICLE XIII. **BOOKS AND RECORDS**

The books and records of the Association shall, upon notice, at all times, be subject to inspection by any member. The Declaration, Articles of Incorporation and Bylaws of the Association shall also be available for inspection by any member at the principal office of the Association.

ARTICLE XIV. **CORPORATE SEAL**

The Association shall not have a corporate seal.

ARTICLE XV. **GENERAL PROVISIONS**

15.1 **Depositories and Checks**. The monies of the Association shall be deposited in such manner as the directors shall direct in such banks or financial institutions as the directors may designate and shall be drawn out by checks signed in such manner as may be provided by resolution adopted by the Board of Directors.

15.2 **Certain Loans Prohibited**. The Association shall not make any loan to any officer or director of the Association.

15.3 **Absence of Personal Liability.** The directors, officers, and members of the Association shall not be individually or personally liable for the debts, liabilities or obligations of the Association.

15.4 **Indemnification and Liability of Directors and Officers.** Each person who is or was a director or officer of the Association or is or was serving at the request of the Association as a director or officer of another corporation (including the heirs, executors, administrators and estate of such person) shall be indemnified by the Association as of right to the full extent permitted or authorized by the laws of the State of Missouri, as now in effect and as hereafter amended, against any liability, judgment, fine, amount paid in settlement, cost and expense (including attorneys' fees) asserted or threatened against and incurred by such person in his capacity as or arising out of his status as a director or officer of the Association or, if serving at the request of the Association, as a director or officer of another corporation. The indemnification provided by these bylaw provisions shall not be exclusive of any other rights to which those indemnified may be entitled under the Articles of Incorporation, under any other bylaw or under any agreement, vote of members or disinterested directors or otherwise, and shall not limit in any way any right which the corporation may have to make different or further indemnifications with respect to the same or different persons or classes of persons.

ARTICLE XVI. **AMENDMENT**

These Bylaws may be altered, amended, or repealed in any of the following ways: (i) by a two-thirds (2/3) vote of the total votes of the Class A and Class B members of the Association present at a meeting at which a quorum is present, or (ii) by a two-thirds (2/3) vote of the Board of Directors, both of which require the approval of the Class B member, so long as Class B membership exists.

ARTICLE XVII. **CONFLICT**

In the case of any conflict between the Articles of Incorporation of the Association and these Bylaws, the Articles of Incorporation shall control. In the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.


ARTICLE XVIII. **FISCAL YEAR**

The Board of Directors shall have power to fix and from time to time change the fiscal year of the Association. In the absence of action by the board of directors, the fiscal year of the Association shall end each year on the date which the Association treated as the close of its first fiscal year, until such time, if any, as the fiscal year shall be changed by the Board of Directors.

CERTIFICATE

The undersigned secretary of HILLS OF SHANNON HOMES ASSOCIATION, a Missouri not-for-profit corporation, hereby certifies that the foregoing Bylaws are the original Bylaws of said Association adopted by the initial directors named by the incorporator of the Association.

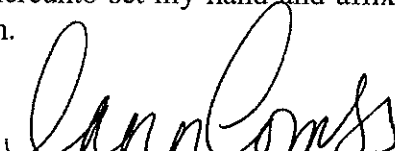
Dated: November 15, 2002


Name: James L. Wasko
Title: Secretary

STATE OF Missouri)
COUNTY OF Jackson) ss.

On this 15th day of November 2002, before me, a Notary Public, personally appeared James L. Wasko, President of HILLS OF SHANNON HOMES ASSOCIATION, a Missouri not-for-profit corporation, to me known to be the person described in and who executed the foregoing instrument on behalf of said corporation, and acknowledged that he executed the same as the free act and deed of said corporation.

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


NOTARY PUBLIC

My commission expires:

Dec 4, 2005

ANN M. COMBS
Notary Public-Notary Seal
Olay County-State of Missouri
My Commission Exp. 12/5/04

EXHIBIT "A"

A. Lake/Pond Rules and Regulations.

1. No motorized vehicles are allowed on dam or common areas other than for maintenance purposes.
2. No motorized boats or motorized rafts are allowed on lake.
3. No docks, rafts or other structures may be built into or over the lake.
4. No unattended rafts or boats or paddle boats may be docked on common property.
5. No trash may be disposed of in or near the lake.
6. No swimming or diving in lake is permitted for safety reasons.
7. No glass containers or littering in or around lake are permitted.
8. No cleaning of fish is allowed in or around lake.
9. Only residents of Hills of Shannon and accompanied guests are allowed to use lake and surrounding common areas.
10. Residents are encouraged to have at least two clean-up days for beautifying of area.
11. All lake users do so at their own risk. Swimming is not permitted and there is no lifeguard on duty; therefore, children should be properly supervised.
12. No loud noises.
13. Hours: Dawn to Dusk.

- B. **Mail Boxes.** Once cluster mailboxes have been installed by Developer, they then will become the property of the Association and shall be maintained by the Association permanently. Lost keys shall be replaced at the expense of individual homeowners.



Neighborhood Beautification Grant Application City of Smithville, MO

Applicant Information

Neighborhood or Homeowners' Association Name: Stonebridge Homeowner's Association Date: 2.2.24

Address: 199 Stonebridge Lane

Street Address

Smithville MO 64089

City

State

ZIP Code

Phone: 816-560-9508 Email: brad.walter@fsresidential.com

Contact Person: Brad Walter Title: Community Manager

Project Title: Entrance Monument Renovation

Brief Description of the proposed Project:

Removal and replacement of the entrance monument.

Budget Information

The amount of grant funds awarded to the neighborhood ranges from \$50 - \$25,000. All funds awarded are required to have matching funds contributed from the neighborhood. Matching funds can come in the form of actual funds or in-kind donations such as volunteer hours or equipment. The required match must be equal to 50% of the total project cost. (e.g., if total project cost is \$10,000, the neighborhood or homeowners' association contributes \$5,000 and requests \$5,000 in grant funds from the program.) Volunteer hours are calculated at the rate of \$20/hour and must be confirmed at the completion of the project.

Total Project Cost: \$10,000

Grantee Cash Contribution: \$5,000

Grantee In-Kind Contribution: \$5,000

Grant Amount Requested: \$5,000

Project Information – Please attach additional documentation if needed

Expected Project Start Date Spring 2024 Expected Completion Date Spring 2024

Description of how this project will enhance the neighborhood:

The entrance monument sign is almost 40 years old. Throughout the life of our community, we've painted and maintained the current monument sign, but it has reached the end of its useful life. We believe a new entrance monument will enhance and add value to our community and help foster a sense of pride for residents and guests as we leave and come home to our community each day.

Description of how the grant funding will be matched by the organization:

We maintain a reserve fund for the community for preventative and proactive capital improvement projects. Our reserve fund has the funds to match the contribution.

Description of how the project will be maintained or funded in the future, if necessary:

We will engage the services of engineers and the vendor selected to provide a plan for yearly maintenance of the new monument. Each year when we adopt a budget for our community, the Board of Directors will include the suggested maintenance for the year.

Prior Awarded Projects

Have you been awarded Neighborhood Beautification Grant funding for a previous project?

Yes

If yes, please provide a project update:

Planted 13 trees and shrubs throughout the community. Six Evergreen trees at the entrance and another 7 trees throughout the community as replacement for lost trees and filling in gaps.

Required Attachment Checklist


In addition to this application, the following documents will be required to fully assess the proposed project:

- ☐ **A detailed Project Budget shown through a completed Attachment A *(Example Included)***
- ☐ **Photos of the proposed project area**
- ☐ **Plan or map showing the location of the project and projected improvements**
- ☐ **At least three estimates for all work**
- ☐ **Letter of authorization from any agencies, utilities, or property owners affected by the project**
- ☐ **Letter of approval of use of funds from the neighborhood or homeowners' association Board**
- ☐ **If using cash contribution for the match, proof of available funds**
- ☐ **If planning to use volunteer hours for an in-kind match, a completed Volunteer Pledge Sheet (Attachment B)**
- ☐ **A copy of the by-laws for your neighborhood or homeowners' association**
- ☐ **A list of the current neighborhood or homeowners' association board members**

Disclaimer and Signature

I, the applicant, understand and agree that all applicable required City permits, which may include a building permit, right of way permit, must be obtained before work begins.

I, the applicant, confirm that I have read the terms of the application and that I am acting on behalf of my neighborhood or homeowners' association, in accordance with their expressed wishes, which were determined by a vote or consensus of the majority of the neighborhood stakeholders. I understand that acting without consent of my organization may cause my neighborhood to be ineligible for future grants.

Authorized Agent's Signature:  Date: 3.8.24



BID SUMMARY

Stonebridge Townhomes
Entry Sign

Contract No. - 44335

Embassy Sales Rep:

Jared Cross

March 08, 2024

Embassy Landscape Group hereby proposes to provide the materials, equipment, and supervision for completion of the following items:

- Create and install the new sign I have added a real example along with the rendering for perspective
- The custom sign is non-illuminated post and panel made from aluminum with aluminum flat cut out letters to spell out stone bridge





Total: \$10,800.00

TERMS & CONDITIONS

All plantings as indicated will be **GUARANTEED** as follows: New trees, shrubs, and vines for one year, unless otherwise specified. Where plants die, replacements will be made with plants of the original size and quality as previously specified (or installed, if not specified) at no cost to the owner. One replacement for each plant that dies will be made. The guarantee above will not apply where plants die because of chemicals, animal damage, vandalism, fire, inadequate drainage, storms, hail, drought, insects, exceptional or untimely freeze, or other acts of God; strikes, riots, or other similar commotion; or by any other contingency or cause beyond the landscape contractor's control.

The owner hereby agrees that for the guarantee to be effective, he/she will water thoroughly at least twice a week during dry periods, cultivate beds lightly, and weed beds at least twice a month, at a minimum. All landscape construction shall be guaranteed for a period of one (1) year from installation. Guarantee shall cover labor and materials but shall not cover normal reactions of materials, such as fine cracks in concrete products or "checking" or warping of wood products. **NO** verbal agreements expressed or implied will be honored. All agreements must be in writing. **Delinquent payment voids the guarantee.**

The landscape contractor reserves the right to change a specified plant(s) due to the unavailability of a certain color or species at the nurseries. The closest match will be made at the landscape contractor's discretion. The contractor also reserves the right to do necessary field adjustments without notice, due to drainage issues, excessive rock or other obstructions, and/or obstacles that might cause potential problems.

Workmanship: All operations shall be completed in a substantial and workmanlike manner. Drawings

and details are to serve as a guide and shall be followed as closely as is practical, but minor on-site adjustments may be made.

Revision: This proposal is subject to revision if not accepted within thirty (30) days, as the availability of many materials is not constant. This proposal is based on the current price of labor and materials and can be adjusted after a thirty (30) day period for any unanticipated increases in same.

Concealed Contingencies: This proposal is subject to an extra charge for concealed contingencies, such as rock, debris, poor drainage situations, etc., not readily apparent in estimating the materials and work specified. The site shall be received by us at a finish grade, properly drained, and in a clean, workable condition unless otherwise stated in the contract. This contract is based on all grades being within one-tenth of one foot to finish grade prior to the landscape contractor starting work unless otherwise stipulated herein. This contract does not include additional fill dirt from off-site as may be necessary to establish the proper grade unless otherwise stipulated herein.

Embassy will have all underground utilities located prior to commencement of work. It is the responsibility of the owner to locate drain lines, septic systems, and anything else underground that may be damaged that are not located by locator services. If you have a septic system, the location will be marked on your home's plat. Please give a current copy of plat to Embassy Landscape Group. If this is not done prior to our starting date, any damage to the utilities mentioned above will be the responsibility of the owner or representative. Theft of plants or materials after they are placed on the site will be the owner's responsibility.

Measurements: Any measurements mentioned in the job description are subject to a 10 percent (10%) variance.

Right to Authorize Job: You warrant that you have full legal right to authorize us to perform the job at the location described above.

Change Order Note: All jobs are done as specified and any request for additional work or changes will require a signed Change Order.

WORK AS SPECIFIED: THERE ARE NO OTHER WARRANTIES MADE BY THE CONTRACTOR, WHETHER EXPRESSED OR IMPLIED, OTHER THAN SPECIFICALLY IN THE CONTRACT HEREIN. FURTHERMORE, THE OWNER EXPRESSLY WAIVES ANY IMPLIED WARRANTIES OR ANY OF THE MATERIALS DELIVERED BY THE CONTRACTOR AND FURTHER SPECIFICALLY AGREES THAT THE CONTRACTOR SHALL NOT BE RESPONSIBLE FOR ANY ACTION OR CLAIM FOR DAMAGES ALLEGEDLY ARISING OUT OF ANY SUCH HIDDEN DEFECTS AND / OR UNDER MISSOURI LAW OF REDHIBITORY VICES AND/OR DEFECTS. Date _____

Sign  _____
Account Manager

Print Name _____
Jared Cross

Date _____
3/8/2024
Embassy Landscape Group, Inc.

Sign _____

Print Name _____

Date _____
Stone Bridge

Attachment A: Detailed Project Budget Form

| TOTAL PROJECT COST (grant funds requested plus applicant match) | | |
|--|----------------------|----------------|
| List all items/service required for project completion. | | |
| Vendor/supplier: | Item/service: | Amount: |
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| | | |
| Total Project Cost | | |

| CASH MATCH CONTRIBUTION | | |
|--|---|----------------|
| List any cash that will be contributed by your organization or others. | | |
| HOA/entity contributing cash | Item/services to be paid (if specified): | Amount: |
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| | | |
| Total Cash Contribution | | |

| IN-KIND MATCH CONTRIBUTIONS | | |
|--|-------------------------------------|---------------|
| List any services or supplies that will be contributed by your organization or others. | | |
| HOA/entity donating | Item/services to be donated: | Value: |
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| | | |
| Total In-Kind Contribution | | |

| | |
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| Total Project Cost | |
| Total Cash Contribution | |
| Total In-Kind Contribution | |
| Total Grant Amount Requested from the NBG Program | |

Attachment B: Volunteer Pledge Form

In-kind match of volunteer hours is rated at \$20 per hour.

| Name | Phone Number | # of Hours Pledged | Signature |
|---------------------|--------------|--------------------|-----------|
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| TOTAL HOURS PLEDGED | | | |



Messengers Lawn & Landscape

PO Box 24203 • Overland Park, KS 66283
Phone: 913-681-6165 • Fax: 913-681-6160
www.messengerslawn.com

Estimate

ESTIMATE 30455
ATTENTION Brad Walter
BILLING First Service Residential
ADDRESS 11500 N Ambassador
Suite 360
Kansas City, MO 64153

DATE 02/09/2024
ESTIMATOR Kathryn Blankinship
SERVICE Stonebridge
ADDRESS 199 Stonebridge Ln
Smithville, MO 64089



This estimate is good for 30 days.

If any material/plant in this estimate is not available at time of installation, we will search multiple suppliers for similar material/plant at no charge. If a similar material/plant is not available or is similarly priced as estimated, then the designer will give an alternate option for the area with an updated agreed upon price before moving on. If it is determined to move forward with a job, but wait on material/plants that are delayed, then the customer will be responsible for payment of the completed portion of the estimated job, with the balance of the job being paid once the delayed material/plants have been received and installed.



Messengers Lawn & Landscape
 PO Box 24203 • Overland Park, KS 66283
 Phone: 913-681-6165 • Fax: 913-681-6160
 www.messengerslawn.com

Estimate

| SERVICES | UOM | QTY | UNIT PRICE | EXT PRICE | TOTAL PRICE |
|---|-------|-------|------------|------------|-------------------|
| Rebuild Landscape Wall | | | | | \$9,715.33 |
| Belgard Melville Cap Arctic White (60 pc./pallet) | PC | 5.00 | \$21.06 | \$105.31 | |
| Belgard Melville Wall Arctic White (26.66 sq. ft./pallet) | SF | 28.00 | \$38.58 | \$1,080.33 | |
| Belgard Anchor Corner Diamond Pro Merriam Blend (30 pc./pallet) | PC | 80.00 | \$29.94 | \$2,394.88 | |
| Concrete - Bag | EA | 15.00 | \$13.53 | \$202.90 | |
| Belgard Anchor Column Cap Obsidian 30 in. x 30 in. (6 pc./pallet) | PC | 2.00 | \$303.71 | \$607.42 | |
| Wall Block Glue | EA | 12.00 | \$17.23 | \$206.79 | |
| Lettering | 1 ea | 1.00 | \$617.66 | \$617.66 | |
| Landscape Labor | Hr | 50.00 | \$90.00 | \$4,500.04 | |
| Remove Existing Hardscape | | | | | \$487.07 |
| Landscape Labor | Hr | 4.00 | \$90.00 | \$360.01 | |
| Disposal (Each) | CU YD | 4.00 | \$31.77 | \$127.06 | |

| | |
|-------------------------|--------------------|
| SUBTOTAL | \$10,202.40 |
| SALES TAX 8.475% | \$0.00 |
| TOTAL | \$10,202.40 |

Signature (Owner/Property Manager)

Date

Printed Name (Owner/Property) Manager

Signature - Representative

Date



To: Smithville Neighborhood Beautification Grant Committee

From: Stonebridge Board of Directors


Date: 3.8.24

Re: Stonebridge Application for Monument Renovation

Good afternoon. Please let this letter serve as authorization for the Stonebridge Homeowners Association on behalf of the Board of Directors that approval is given to submit this application through our registered agent FirstService Residential for our proposed monument renovation project in our community.

The funds for the project have been budgeted for this year have been approved by the Board of Directors and a copy of our balance sheet showing funds available is attached.

Sincerely,

 3/8/2024 | 5:17 PM EST

Susan Lambert President of the Board of Directors

Stonebridge Board of Directors

Susan Lambert, President. 218 Stonebridge Ln Smithville, MO 64089

Tina Wheatley, Vice President. 149 Stonebridge Ln Smithville, MO 64089

Cathy Knight, Secretary. 207 Stonebridge Ln Smithville, MO 64089

Connie Massie, Treasurer. 210 Stonebridge Ln Smithville, MO 64089

11500 N Ambassador Drive
Suite 360
Kansas City MO 64153

| | | Operating Fund 2024 | Reserve Fund 2024 | Total |
|--|-------------------------------------|------------------------|----------------------|--------------------|
| Assets: | | | | |
| Current Assets: | | | | |
| 150010 | US Bank Checking | 225,530.59 | 0.00 | 225,530.59 |
| Total Cash Current Assets | | 225,530.59 | 0.00 | 225,530.59 |
| Non-Cash Current Assets: | | | | |
| 150300 | Accounts Receivable - Operating | 21,064.29 | 0.00 | 21,064.29 |
| 150395 | Funds Due From Prev Mgmt -Operating | -107,353.61 | 0.00 | -107,353.61 |
| 180325 | Special Assessment Rec.-Reserve | 0.00 | 2,630.22 | 2,630.22 |
| 180395 | Funds Due From Prev Mgmt -Reserve | 0.00 | -82,705.41 | -82,705.41 |
| Total Non-Cash Current Assets | | -86,289.32 | -80,075.19 | -166,364.51 |
| Total Current Assets | | 139,241.27 | -80,075.19 | 59,166.08 |
| Total Assets | | 139,241.27 | -80,075.19 | 59,166.08 |
| Liabilities & Owner Equity: | | | | |
| Current Liabilities: | | | | |
| 250110 | Prepaid Dues - Operating | 7,415.78 | 0.00 | 7,415.78 |
| Total Current Liabilities | | 7,415.78 | 0.00 | 7,415.78 |
| Total Liabilities | | 7,415.78 | 0.00 | 7,415.78 |
| Owners Equity | | | | |
| 350800 | Last Year Gain (Loss) - Operating | 12,033.30 | 0.00 | 12,033.30 |
| 380800 | Last Year Gain (Loss) - Reserve | 0.00 | 2,755.77 | 2,755.77 |
| | Net Operating Income | 36,886.23 | 0.00 | 36,886.23 |
| | Net Reserve Income | 0.00 | 75.00 | 75.00 |
| Total Owners Equity | | 48,919.53 | 2,830.77 | 51,750.30 |
| Total Liabilities & Owners Equity | | 56,335.31 | 2,830.77 | 59,166.08 |

Recorded in Clay County, Missouri



Recording Date/Time: 03/24/2023 at 02:59:56 PM

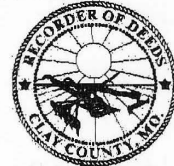
Instr #: 2023006601

Book: 9535 Page: 128

Type: REST

Pages: 28

Fee: \$105.00 S 20230005691



Sandra Brock
Recorder of Deeds

RECORDING COVER SHEET

DOCUMENT TITLE: *Restrictions*

DOCUMENT DATE: *12-13-22*

GRANTOR(S): *Stonebridge Homeowners Assoc.*

GRANTEE(S): *Stonebridge Homeowners Assoc.*

* GRANTEE'S MAILING ADDRESS: *199 Stonebridge Ln.
Smithville, MO
64089*

LEGAL DESCRIPTION: *See Exhibit A*

REFERENCE BOOK & PAGE (if applicable):

RLA

(28)

**STONEBRIDGE
HOMEOWNERS ASSOCIATION**

**AMENDED DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS**

December 13, 2022

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STONEBRIDGE HOMEOWNERS ASSOCIATION
AMENDED DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS

THIS AMENDED DECLARATION is made as of November 13, 2018, by the Stonebridge Homeowners' Association, successor in interest to Smithville Investment & Development Co., a Missouri Corporation (hereinafter called "*Declarant*"),

WITNESSETH:

WHEREAS, Declarant is the owner of the real property described in Article II of this Declaration and desires to develop thereon townhome residential units with permanent common areas and facilities for the benefit of said development; and

WHEREAS, Declarant desires to provide for the preservation and enhancement of the property values, amenities and opportunities in a planned community to be developed on the real property described in Article II and for the maintenance of the properties and improvements thereon, and to this end, desires to subject the real property, together with such additions as may hereafter be made thereto, to the covenants, conditions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

WHEREAS, Declarant has deemed it desirable, for the efficient preservation of the values in said development to create an association to which should be delegated and assigned the powers and duties of maintaining and administering the common areas and facilities, maintaining certain parts of the residential properties located in the development, administering and enforcing the within Covenants, Conditions and Restrictions and collecting the disbursing the assessments and charges hereinafter created; and

WHEREAS, Declarant has caused or will hereafter promptly cause to be incorporated under the laws of the State of Missouri, as a Not-For-Profit Corporation without capital stock, Stonebridge Homeowners' Association for the purposes of carrying out the powers and duties aforesaid, as hereinafter more fully set forth;

NOW, THEREFORE, Declarant hereby declares that the real property described in Article II, and such additions thereto as may hereinafter be made pursuant to Article II hereof, is and shall be held, conveyed, hypothecated or encumbered, sold, leased, rented, used, occupied and improved subject to the covenants, conditions, restrictions, uses, limitations, obligations, easements, equitable servitudes, charges and liens (sometimes called "*Covenants and Restrictions*") hereinafter set forth, all of which are declared and agreed to be in aid of a plan for improvement of said real property, and shall run with and bind the real property, and shall inure to the benefit of and be enforceable by Declarant, its successors and assigns, and any person acquiring or owning an interest in said real property and improvements, including without limitation, any person, group of persons, corporation, trust or other legal entity or any combination thereof, who holds such interest solely as security for the performance of an obligation:

ARTICLE I DEFINITIONS

The following words when used in this Declaration (unless the context shall prohibit) shall have the following meanings:

(a) “*Association*” shall mean and refer to the Stonebridge Homeowners’ Association, a Missouri Not-For-Profit Corporation and its successors and assigns.

(b) “*Board of Directors*” or “*Board*” shall mean and refer to the Board of Directors of the Stonebridge Homeowner’s Association.

(c) “*Properties*” shall mean and refer to all such existing properties, and additions thereto, as are subject to this Declaration or any Supplementary Declaration prepared and filed of record pursuant to the provisions of Article II hereof.

(d) “*Common Properties*” shall mean and refer to those areas of land designated as Common Areas or Facilities on the recorded plat of the Properties and intended to be devoted to the common use and enjoyment of the members of the Association, owners and the tenants and invitees of each, or subject to the control thereof, together with any and all such improvements that are now or may hereafter be constructed thereon. In this Declaration Common Properties shall include, without limitations the following:

(i) All real estate owned in fee simple by the Association evidenced by the warranty deed or deeds from the Declarant to the Association, recorded in the Office of the Recorder of Deeds of Clay County, Missouri.

(ii) All structures, trees, landscaping, lighting equipment, decorative equipment and other improvements located upon real estate owned by the Association.

(iii) All paved private drives, streets, and open parking areas, together with sidewalks, paths and the like, located upon real estate owned by the Association.

(iv) All installments of central services for the benefit of more than one owner such as television antennae, trash receptacles, pipes, wires, conduits, sewers, waterlines and other public utility lines and facilities situated thereon.

(v) All easements, rights and appurtenances belonging thereto, necessary to the existence, maintenance and safety of the property and improvements constructed thereon.

(vi) All personal property owned by the Association intended for use in connection with the operation of structures and other facilities of the Association.

(vii) All patios and decks adjoining a unit.

(viii) All of the Properties not within a “unit” or “unit tract”.

(e) “*Lot*” shall mean and refer to a plot of land shown upon the recorded plat of the Properties and any Certificate of Survey filed of record thereafter, upon which townhomes, patios and other improvements are constructed.

(f) “*Building*” shall mean a structure containing six (6) units located upon a lot.

(g) “*Unit*” shall mean a single townhome located upon a lot within the Properties. Each Unit shall have a separate legal description for purposes of identification and transfer of ownership to an Owner or Owners. “*Unit tract*” shall mean the real estate upon which a Unit is or will be constructed. The area of a unit or unit tract shall be computed from the outside wall, if any, or from the center of any common wall to the center of the opposite wall appurtenant thereto. The same legal description shall be used to describe a “unit” and the “unit tract” upon which the unit is or will be located. There shall be two (2) buildings per lot and six (6) units/unit tracts per building. Each building shall be described by using a different letter or letters and the units/unit tracts in each building shall be numbered 1, 2, 3, 4, 5 and 6. The building and the units/unit tracts shall be shown upon a recorded Certificate of Survey which describes the lot upon which the building and units/unit tracts are or will be located and which shows the location of each building and each unit/unit tract on said lot. For purposes of identification, transfer and conveyance, a unit/unit tract shall be described by referring to the unit number, building letter and lot number shown upon a recorded Certificate of Survey.

(h) “*Owner*” shall mean and refer to the record Owner, whether one or more persons are entities, of the fee simple title to any Unit or Unit tract which is a part of the Properties but notwithstanding an applicable theory of mortgages, deeds of trust or other security devices, shall not mean or refer to any Mortgagee unless and until such Mortgagee has acquired title pursuant to power of sale, foreclosure or any proceeding in lieu thereof.

(i) “*Member*” shall mean and refer to each Owner as provided herein in Article III.

(j) “*Declarant*” shall mean Stonebridge Homeowners Association its successors and assigns.

(k) “*Existing Property*” shall mean and refer to the real property which is, and shall be held, transferred, sold, conveyed and occupied subject to this Declaration pursuant to Section 2.1 of Article II.

(l) “*Mortgagee*” shall mean and refer to the holder of a first or second deed of trust, mortgage or other equivalent lien on a Unit.

(m) “*Quorum*” shall mean whether in-person or by-proxy, voters in good standing constituting not less than thirty percent (30%) of all eligible Unit votes that may be cast at any meeting shall constitute a quorum at such meeting.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION, ADDITIONS THERETO

Section 2.1 Existing Property. The real property which is, and shall be held, conveyed, hypothecated or encumbered, sold, leased, rented, used, occupied and improved subject to this Declaration (hereinafter defined as “*Existing Property*”) is located in Smithville, Clay County, Missouri, and is more particularly described in Exhibit “A” which is attached hereto and made a part hereof as though more fully set forth herein.

Section 2.2 Annexation. Additional residential property and common area may be annexed to the properties with the consent of two-thirds (2/3rds) of each class of members.

Section 2.3 Units and Unit Tracts. There are 96 Units constructed on the Existing Property, with each Unit tract having one (1) Unit located thereon.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 3.1 Qualification. Every person or entity who is a record Owner of a fee or undivided fee interest in one or more Units or Unit tracts on the Properties subject to the Covenants, Conditions and Restrictions established by this Declaration shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separate from ownership of any Unit/Unit tract which is subject to the Covenants, Conditions and Restrictions established by this Declaration. Record ownership of such Unit or Unit tract shall be the sole qualification for membership. Members shall be entitled to one vote for each Unit or Unit tract in which they hold the interest required for membership by this Article whether or not the dwelling unit has been constructed. Voting rights shall be determined on the basis of one (1) vote per Unit or Unit tract. When more than one (1) person holds such interest in any Unit or Unit tract, all such persons shall be Members and the vote for such Unit or Unit tract shall be exercised as they, among themselves, determine; but in no event shall more than one (1) vote be cast with respect to any one Unit or Unit tract. In the event that joint Owners are unable to agree among themselves as to how their vote or votes shall be cast, they shall lose their rights to vote on the matter in question. If any Owner or Owners cast a vote representing a certain Unit or Unit tract, it will thereafter be conclusively presumed for all purposes that he/she or they were acting with the authority and consent of all other Owners of the same Unit or Unit tract. In the event more than one vote is cast for a particular Unit or Unit tract, none of said votes shall be counted and said votes shall be deemed void.

Section 3.2 Voting Classes. The Association shall have only one class of Membership and Members.

ARTICLE IV

PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 4.1 Members’ Easements of Enjoyment. Subject to the provisions of Section 4.3 of this Article IV, every Member shall have a non-exclusive and non-severable right and easement of enjoyment in and to the Common Properties in common with all Members, and

such easement shall be appurtenant to and shall pass with the title to every Unit or Unit tract, and may not be severed therefrom. Such rights and easement shall be for the use of the Common Properties in accordance with the purpose for which they were intended without hindering or encroaching upon the lawful rights and easements of other Owners.

Section 4.2 Title to the Common Properties. The Declarant may retain the fee simple title to the Common Properties until such time as it has completed such improvements thereon as it may elect to make and until such time as, in the opinion of the Declarant, the Association is able to maintain the same but, notwithstanding any provision herein, the Declarant hereby covenants, for itself, its successors and assigns, that it shall convey fee simple title to the Common Properties to the Association not later than December 31, 1995.

Section 4.3 Extent of Members' Easements. The rights and easements of Enjoyment created hereby shall be subject to the following:

(a) The rights of the Association to prescribe regulations governing the use, operation and maintenance of the Common Properties;

(b) The right of the Association in accordance with its Articles of Incorporation and Bylaws, to borrow money for the purpose of improving the Common Properties and facilities in a manner designed to promote the enjoyment and welfare of the Members, and in aid thereof to mortgage the Common Properties;

(c) The right of the Association to take such steps as are reasonably necessary to protect the Common Properties against mortgage default and/or foreclosures; provided always, however, that the same are in conformity with the other provisions of the Declaration;

(d) The right of the Association to suspend the voting rights and right to use any recreational facilities by an owner for any period during which any assessment against his/her unit remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published Rules and Regulations;

(e) Use of adjoining patio/deck. Each Member shall have the exclusive right for use of the patio/deck adjoining the Member's Unit, subject to the Association's right to enter upon the patio/deck to maintain, repair and perform such other work upon the patio/deck as may be required from time to time as part of the Association's responsibility for the common properties under this Declaration of Covenants, Conditions and Restrictions.

(f) The right of the Association, acting by and through its Board of Directors, to grant licenses, rights-of-ways and/or easements for access or for the construction, reconstruction, maintenance and/or repair of any utility lines or appurtenances, whether public or private, to any municipal agency, public utility, the Declarant or any other person; provided, however, that no such licenses, rights-of-ways and/or easements shall be unreasonably inconsistent with the rights of the Members to the use and enjoyment of the Common Properties, no such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds (2/3rds) of each class of members has been recorded;

Section 4.4 Rights Not Subject to Suspension. Notwithstanding anything in this Declaration to the contrary the Association shall have no right to suspend, limit or encumber, either temporarily or permanently, any of the rights created and described in Section 4.1 above for any reason whatsoever, or the right of any Owner to use and enjoy the drives, streets, parking, areas, walks, entrances and exits on the Common Properties.

Section 4.5 Delegation of Right of Use. Any Member of the Association may delegate his/her rights to the use and enjoyment of the Common Properties to the members of his/her family who reside with him/her and/or to his/her guests, all subject to such reasonable Rules and Regulations which the Association may adopt and uniformly apply and enforce.

ARTICLE V COVENANT FOR MAINTENANCE ASSESSMENTS

Section 5.1 Creation of the Lien and Personal Obligation of Assessments. Each Owner of a Unit (by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance) hereby covenants and agrees and shall be deemed to covenant and agree to pay the Association or its nominee: (1) Annual assessments or charges, and (2) Special assessments; such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the Unit and undivided interest in the real property of each Owner against which each such assessment is made. Each such assessment together with such interest thereon and cost of collection thereof, including reasonable attorneys' fees as hereinafter provided, shall also be the continuing personal obligation of the person who as the Owner of such Unit at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass from a selling owner to successors in title but shall become a joint and several debt of the buyer and seller, each with a right of contribution from the other based upon the prorated share of the respective ownerships during:

- (a) The assessment year applicable for any regular assessment; and/or
- (b) The period over which a special assessment shall be paid.

Section 5.2 Purpose of the Annual Assessments. The Annual Assessments when levied by the Association may be used for the following expenses, reserves and purposes:

(a) Promotion of the health, safety and welfare of those persons residing within the Properties:

(b) Routine repair, maintenance, care and operation of the Common Properties and all other common facilities situated upon the Common Properties, including, but not limited to, the repair and replacement of any paved areas on the Common Properties; maintenance as to water tightness (exclusive of repair of casualty damage) of the roof of each Unit, routine and periodic repairs, maintenance and care of the exterior of the Units;

(c) Management (and any required legal and accounting expenses of the Association) of the affairs of the Association and for the operation and/or care and maintenance

of the Common Properties, and all other property and improvements as herein set forth to be the responsibility of the Association;

(d) Ad valorem and other taxes, and insurance premiums, on the Common Properties owned by the Association;

(e) Exterior and yard maintenance as set forth in Articles VIII and IX.

(f) The payment of such other charges and expenses as may be elsewhere required or authorized by this Declaration of Covenants, Conditions and Restrictions, or that the Board of Directors of the Association may, from time to time, determine necessary or desirable to meet the purposes of the Association.

Section 5.3 Basis of Annual Assessments. Annual Assessments of charges shall remain constant from January 1 through December 31 of each year and shall be subject to the following limitations thereon. There shall be no Annual Assessments until fifty-one (51%) percent of a quorum of all the Members who are present and voting in person or by proxy, at a meeting called for this purpose by not less than ten (10) nor more than forty (40) days' notice in writing to each Member stating the time, purpose and place of said meeting, vote to establish Annual Assessments and set the amount thereof.

(a) From and after January 1st of the calendar year immediately following the establishment of the first Annual Assessment, the maximum Annual Assessment may be increased each year not more than ten (10%) percent above the maximum assessment for the previous year, plus the amount by which ad valorem real estate taxes, utility charges and casualty and other insurance premiums payable by the Association have increased over amounts payable for the same or similar items for the previous year, without a vote of the membership.

(b) From and after January 1st of the calendar year immediately following the establishment of the first Annual Assessment, the maximum Annual Assessment may be increased above the amount provided in paragraph (a) of this Section 5.3 by a vote of fifty-one (51 %) percent of a quorum of all the Members who are present and voting in person or by proxy, at a meeting called for this purpose by not less than ten (10) nor more than forty (40) days' notice in writing to each Member stating the time, purpose and place of said meeting.

(c) After consideration and determination of current routine repairs, maintenance, care and operational costs and other needs of the Association, the Board of Directors shall levy the Annual Assessments for each Unit at an amount not in excess of the maximum allowable by this Section 5.3.

Section 5.4 Special Assessment. In addition to the Annual Assessments or charges for the purposes described in Section 5.2 of this Article V subject to approval by the affirmative vote of sixty-six percent (66%) of a quorum of all the Members who are present and voting in person or by proxy, the Association may levy in any assessment year a Special Assessment, applicable to the terms negotiated with a financial institution for a maximum of ten (10) years, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, and estimated repairs or replacement of any capital improvements, or for such other purposes as the Board of Directors of the Association may consider appropriate. No such Special Assessment,

however, shall be authorized without a meeting of the Members called for this purpose, by no less than ten (10) nor more than forty (40) days' advance notice in writing to each Member stating the time, purpose and place of said meeting. Any such Special Assessment shall be due and payable to the time and in the manner as approved by two-thirds (2/3rds) percent of all the Members who are present and voting in person or by proxy at said meeting.

Section 5.5 Excess. Any year in which there is an excess of assessments received over moneys actually used for the purposes described herein, such excess may, at the discretion of the Board of Directors: be applied against and reduce the subsequent year's annual assessment; be retained in reserve by the Association; or be refunded to the Members.

Section 5.6 Uniform Rate of Assessment. Both Annual and Special Assessments must be fixed at a uniform rate for all Units; and all such assessments shall be collected on a quarterly basis, i.e., one-fourth (1/4th) of the total assessment on each Unit each quarter; provided, that the Board of Directors may levy and collect assessments on a monthly, semi-annual or annual basis after approval of the same by resolution. Both Annual and Special Assessments shall be due and payable to the Association or its nominee on the 1st day of each quarter in equal quarterly installments unless otherwise provided as aforesaid.

Section 5.7 Date of Commencement of Annual Assessments; Due Dates. The Annual Assessment for each Member shall commence on the date set by the Members at the meeting establishing the Annual Assessment and shall constitute a lien on the date the Annual Assessment commences. Except as herein above provided, the quarterly installments of each such Annual Assessment for any Unit for any quarter after the first quarter shall become due and payable to the Association or its nominee and a lien on the first day of each successive quarter. Any Member may prepay one or more installments on any Annual Assessment or Special Assessment levied by the Association, without premium or penalty. Annual Assessments may also be paid by, for or on behalf of Unit Owners by their respective mortgagees or holders of deeds of trust of record thereon under such terms and agreements as the Association may from time to time deem appropriate by action of its Board of Directors.

Section 5.8 Duties of the Association's Board of Directors with Respect to Assessments.

(a) The Board of Directors of the Association shall fix the date of commencement and the amount of and the time when due of each installment of the assessment against each Unit for each assessment period and prepare a roster of the Units and assessment applicable thereto.

(b) The Association shall notify the Owners in writing of the assessments.

(c) The Association shall enforce the payment of assessments in accordance with the provisions of Section 5.10 of this Article V.

(d) No Member of the Board or any Committee of the Association or any officer of the Association, or Declarant, or the Manager, if any, shall be personally liable to any Owner, or to any other party, including the Association, for any damage, loss or prejudice, suffered or claimed on account of any act, omission, error or negligence of the Association, the

Board, the Manager, if any, or any other representative or employee of the Association, the Declarant, or the Architectural or Environmental Control Committee or any other Committee or any officer of the Association, or the Declarant, provided that such person has, upon the basis of such information as then may be possessed by him/her, acted in good faith without willful or intentional misconduct.

Section 5.9 Equitable Adjustments - Supplementary Declaration of Covenants, Conditions and Restrictions. In the event that any Supplementary Declaration of Covenants, Conditions and Restrictions made pursuant to the provisions and requirements of Section 2.2 of Article II hereof provides that a greater or lesser level of services shall be provided by the Association with respect to the real property and the improvements thereon described in such Supplementary Declaration of Covenants, Conditions and Restrictions, then such Supplementary Declaration of Covenants, Conditions and Restrictions may provide for a different basis for the establishment of Annual and Special Assessments with respect to such real property and the improvements thereon and the Association, acting by and through its Committee, is hereby authorized and directed to make equitable adjustments in the procedures herein set forth for the establishment of Annual and Special Assessments to reflect the different level of services.

Section 5.10 Effect of Non-Payment of Assessments; the Personal Obligation of the Owner, the Lien; Remedies of Association, Maintenance and Enforcement of the Lien by the Declarant Board; Notice to Mortgagee.

(a) If any assessment or any part thereof is not paid on the date when due, as herein provided, then the unpaid amount of such assessment shall become delinquent and together with such interest, late fees, all costs of collection before and after suit including reasonable attorneys' fees, shall become a continuing lien on the Unit or Units of the delinquent Owner which shall bind such Unit or Units in the hands of the then Owner, his/her heirs, executors, devisees, personal representatives, successors and assigns. No Member may waive have waived, or otherwise, escape liability for the assessments provided herein by non-use of the Common Properties or abandonment of his/her Unit.

(b) If any assessment or part thereof is not paid within ten (10) days after the due date, the unpaid amount of such assessment shall bear interest from the due date at the rate of ten (10%) percent per annum, and shall further subject the delinquent Member to pay a penalty or "late charge" of not less than \$50/month, but at the Board's discretion such late charges may be increased by not more than 5% per year. A special assessment, may include a higher or lower interest rate, late charges or both so long as the same are included in the resolution presented to the Membership for vote.

(c) The Association may bring an action at law or equity against any Member or former Member delinquent in paying assessments, and in such an action the Association may seek judgment for the entire assessment and shall not be limited to only that portion then due and owing. The action may seek to enforce payment by any lawful means including foreclosure of any lien held by the Association against the Unit or Units then belonging to a delinquent Member in the same manner now or hereafter provided for the foreclosure of mortgages, deeds of trust or other liens on real property in the State of Missouri, containing a power of sale, and subject to the same requirements, both substantive and procedural, or as may be otherwise from time to

time be provided by law, and in either of which events there shall be added to the amount of such assessment the costs of preparing and filing the complaints in such action and, in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the Court, together with the costs of the action. Suit for a money judgment for unpaid assessments shall be maintainable by the Association without foreclosure or waiving the lien securing same.

(d) The Association shall, by its own action or upon request of the holders of the first or second mortgagees or deeds of trust on any Unit or Units, notify the mortgagees of any Unit or Units for which any assessment levied pursuant to this Declaration become delinquent for a period of thirty (30) days or more, and in any other case where the Owner of such Unit or Units is in default with respect to the performance of any other obligation hereunder for a period of thirty (30) days or more, but any failure to give, or to request, such notice shall not affect the validity of the lien for any assessment levied pursuant to this Declaration, nor shall any such failure affect any of the priorities established in this Article. The Association shall take no action or foreclose the lien herein provided as security for the payment of assessments, except after notice in writing to the mortgagee of record of the Units involved if such holder or holders have given the Association its or their address to which such notices are to be mailed.

(e) Upon default in the payment of any one or more installments of any assessment levied pursuant to this Declaration, or any other installment thereof, the entire balance of said assessment may be accelerated at the option of the Board of Directors Association and be declared due and payable in full.

Section 5.11 Priority of Lien. The liens established by this Declaration shall have preference over any other assessments, liens, judgments or charges of whatever nature, except the following:

(a) General and Special Assessments for real estate taxes, on the Unit;

(b) The lien of the assessments or charges, regular and special provided for herein, shall be subordinate and inferior to the lien of any first or second mortgage or deed of trust now or hereafter placed upon any Unit subject to assessments or charges; provided, however, that such subordination shall apply only to the assessment or charge which becomes due and payable prior to the sale, decree of foreclosure of any such mortgage or pursuant to the terms and conditions of any such deed of trust or deed in lieu of foreclosure. Said sale or deed in lieu of foreclosure shall not relieve such Unit from liability for the amount of any assessments or charges thereafter becoming due, nor from the lien of any said subsequent assessment or charge. Any mortgagee who comes into possession of any Unit pursuant to the remedies provided in the first and/or second mortgage or deed of trust or who acquires title of any Unit pursuant to foreclosure or deed (or assignments) in lieu of foreclosure, shall pay all accrued assessments, back dues, unpaid insurance premiums and all applied penalties before closing on said property, thus rendering Stonebridge whole.

(c) No amendment to this Declaration shall affect the rights of the holder of any mortgage (or the indebtedness secured thereby) recorded prior to the recordation of such

amendment unless the holder thereof (or the indebtedness secured thereby) shall join in the execution of such amendment.

(d) The Board of Directors may, in its sole and absolute discretion, extend the provisions of this Section to the holders of mortgages (or the indebtedness secured thereby) not otherwise entitled thereto as herein provided.

Section 5.12 Definition. As used in this Declaration, the term “mortgage” shall include a first or second mortgage and a first or second deed of trust and the terms “holder” and “mortgagee” shall include the party secured by any first or second mortgage, first or second deed of trust or any beneficiary thereof.

Section 5.13 Maintenance Agreement. The proper officers of the Association may enter into a maintenance agreement to provide for the maintenance which the Association is obligated to provide under this Declaration.

ARTICLE VI INSURANCE

Section 6.1 Insurance to be Obtained and Maintained by the Association. The Association shall have the right and obligation to obtain and continually maintain property damage insurance, comprehensive public liability insurance and such other insurance as the Association shall determine from time to time to be necessary for the Association. Pursuant to Section 5.2 above, the Association may charge Members for Members’ prorated share of such coverage. Such insurance charges may be included in the annual assessment or a separate item and charge collectable in addition to and in the same manner as an annual assessment.

Section 6.2 Insurance to be Obtained and Maintained by All Members. Members are responsible for maintaining insurance coverage for their Units, Unit Tracts, improvements and betterments thereon, personal property, and premises liability. The Association has no duty, obligation or right to obtain such coverage.

ARTICLE VII ARCHITECTURAL CONTROL

Section 7.1 Architectural and Environmental Control. The Association shall maintain strict control of all architecture, environment and any aesthetic aspects of the Stonebridge development and those parts of the properties subject to this Declaration visible from any public property, common area or public highway, street, road thoroughfare or Common Area.

(a) Except for purposes of proper maintenance and repair, no building, fence, wall or other improvements or structures shall be commenced, directed, placed, moved, altered, or maintained upon the Properties, nor shall any exterior addition or other change (including change of color) or other alteration thereupon be made until the complete plans and specifications showing the location, nature, shape, height, material, color, type of construction, and/or proposed form of change (including, without limitations, any other information specified by the Board of Directors) shall have been submitted to and approved in writing by the Board of Directors as to safety, harmony of external, design, color and location in relation to surrounding

structures and topography with the Stonebridge design concept. The Board may from time to time, adopt and promulgate such Rules and Regulations regarding the form and content of such plans and specifications.

(b) Until the complete Plans and Specifications, showing the location, nature, shape, heights, material, color, type or construction and/or other proposed form of change (including, without limitation, any other information specified by the Board of Directors) shall have been submitted to and approved in writing by the Board of Directors as to safety, harmony of external design, color and location in relation to surrounding structures and topography and conformity with the Stonebridge design concept, it shall be prohibited to:

(i) install, erect, attach, apply, paste, hinge, screw, nail, build, alter, plant, remove or construct any lighting, shades, screens, awnings, patio covers, decorations, fences, hedges, landscaping, features, wall, aerials, antennas, satellite dishes, radio or television broadcasting or receiving devices, slabs, sidewalks, curbs, gutters, patios, balconies, porches, driveways, walls or to make any change or otherwise alter (including any alteration in color) in any manner whatsoever to the exterior of any improvements constructed upon any Unit or upon any of the Common Properties, or

(ii) to remove or alter any windows or exterior doors of any Unit, or

(iii) to make any change or alterations within any Unit which will alter the structural integrity of the building or otherwise affect the property, interest or welfare of any other Unit Owner, materially increase the cost of operating or insuring any of the Common Properties or impair any easement.

Section 7.2 Architectural and Environmental Control Committee. The Board of Directors shall fulfill its duties under this Article VII in the same manner as any other obligation set forth herein, except that at the Board's discretion, the Board of Directors may appoint a committee of Members to fulfill the Board's duties as outlined in this Article VII. In the event the Board shall appoint such an Architectural and Environmental Control Committee to act on the Board's behalf, that committee shall be composed of no less than three (3) Members in good standing. The affirmative vote of a majority of the Members of the Architectural and Environmental Control Committee shall be required in order 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 Article. Any such action of the Committee may be overruled or modified by the Board of Directors so long as the Board gives Notice within thirty (30) days that it shall so act, and that the Board makes its final decision within another sixty (60) days following such Notice.

Section 7.3 Decisions of the Board relating to Architecture or Environment. After approval or denial by the Board of any plans and specifications submitted pursuant to the provisions of this Article VII, a copy of such plans and specifications, as approved, shall be deposited among the permanent records of the Association and a copy of such plans and specifications bearing such approval, in writing, shall be returned to the applicant submitting the same. In the event the Board fails to approve or disapprove any plans and specifications which may be submitted to it pursuant to the provisions of this Article within thirty (30) days after such

plans and specifications (and all other materials and information required by the Board) have been submitted to it in writing, then formal written approval will not be required and this Article will be deemed to have been fully complied with and the proposed plan approved. In the event construction is not commenced within six (6) months following the formal approval or deemed approval of said plans and specifications, then such approval shall be conclusively deemed to have lapsed, and compliance with the provisions of this Article shall again be required.

Section 7.4 Certificate of Conformance. If requested by the Owner, the Board shall issue a certificate of compliance upon the completion of any construction or alterations or other improvements in accordance with the plans and specifications so approved.

ARTICLE VIII EXTERIOR MAINTENANCE

In addition to the routine maintenance, repair and care of the Common Properties and other common facilities, the Association shall provide routine repair, maintenance and care (exclusive of repair of casualty damage and glass surfaces) of the exterior surfaces of each Unit. The Association shall also paint the exterior of the Units (base to top) and/or undertake the repair and replacement of any paved areas on the Common Properties. The frequency and times, and the materials to be used in the performance of all maintenance to be performed by it shall be in the sole discretion of the Board of Directors of the Association and not subject to the control of any Owner. In the event that the need for maintenance or repair to any Unit is caused through the willful or negligent act of an Owner, his/her family, guests or invitees, the costs of such maintenance and repairs shall be added to and become an additional assessment, over and above any Annual Assessment for which such Owner's Unit is subject and unless paid by or on behalf of said Owner within thirty (30) days after written demand therefore, shall be enforceable and secured by a lien as in the case of any other Assessment.

Front door, garage doors, windows, screens, storm doors, and sliding glass door changes/alterations need approval of Association.

ARTICLE IX YARD MAINTENANCE

The Association shall provide routine maintenance in the care of all yards, lawns and other areas of the Properties, including the mowing and watering thereof. The frequency and times, and the quantity of water and labor to be used, shall be in the sole discretion of the Board of Directors of the Association and not subject to the control of any Owner. Each Owner shall, however, be responsible for the maintenance of plantings and the like belonging to him/her, and not part of the original landscaping of the Units. In the event that the need for additional or extra maintenance, mowing, water or the like is caused by or through the willful or negligent act of an Owner, his/her family, guests or invitees, the costs of such additional maintenance, utilities or materials shall be added to and become an additional assessment, in addition to any Annual Assessment to which such Owner's Unit is subject and unless paid by or on behalf of said Owner within thirty (30) days after written demand therefore, shall be enforceable and secured by a lien as in the case of said Annual Assessment.

ARTICLE X USE RESTRICTIONS

Section 10.1 Prohibited Uses Nuisances. Except with the prior written approval of the Board of Directors, or as may be necessary in connection with reasonable and necessary repairs or maintenance to any Units or the Common Properties and all other common facilities:

(a) All buildings or structures on the Properties shall be of new construction. Each Unit conveyed shall be designated by a separate legal description and shall constitute a fee simple estate subject to the terms, conditions and provisions hereof.

(b) No noxious or offensive trade or activity shall be carried on upon or within any Unit nor shall anything be done therein or thereon which may be or become an annoyance or nuisance and in the event such annoyance or nuisance shall occur, the same shall be removed forthwith. Without limiting the generality of the foregoing, no speaker, horn, whistle, siren, bell or other device, except such devices as may be used exclusively for security and fire purposes, shall be located, installed, or maintained upon the exterior of any improvement located upon the Properties or the Common Properties

(c) The maintenance, keeping, boarding and/or raising of animals, livestock, or poultry of any kind, regardless of number shall be and is hereby prohibited on any Unit or within any such Unit, except that this shall not prohibit the keeping of dogs, cats and/or caged birds as domestic pets provided that they are not kept, bred or maintained for commercial purposes and, provided, further, that such domestic pets are not a source of annoyance or a nuisance to the neighborhood or other Owners. The Board of Directors or, upon resolution of the Board of Directors shall have the authority to determine whether a particular pet is a nuisance or a source of annoyance to other Members or Members' guests and such determination shall be conclusive. Pets shall not be permitted upon the Common Properties unless accompanied by an Owner and unless they are carried or leashed. Pets shall be attended at all times and shall be registered, licensed and inoculated as may from time to time be required by law or city ordinance. No dog run, dog house, kennel or other animal, domestic animal, or household pet pen, enclosure, housing or sheltering facility shall be constructed or maintained upon the Properties or Common Properties. The Board of Directors shall have the right to adopt such additional Rules and Regulations regarding pets as it may from time to time consider necessary or appropriate.

(d) No burning of any trash and no accumulation or storage of litter, lumber, scrap materials, bulk materials, wastes or trash of any other kind shall be permitted on or in any Unit or the Common Properties.

(e) Except as approved by the Association, no junk vehicle, commercial vehicle, trailer, truck, camper, camp truck, house trailer, boat or other machinery or equipment of any kind or character (except for such equipment and/or machinery as may be reasonable, customary and usual in connection with the use and maintenance of any Unit and except for such equipment and/or machinery as the Association may require in connection with the maintenance and operation of the Common Properties and other common facilities) shall be kept upon the Properties nor (except for bona fide emergencies) shall the repair or extraordinary maintenance

of automobiles or other vehicles be carried out thereon. The Association may provide and maintain a suitable area designated for the parking of such vehicles or the like. No inoperable vehicle of any kind nor any vehicle without current safety inspection or license tags may be kept on any Unit, yard, driveway or streets in front of any Unit at any time.

(f) Trash and garbage containers shall not be permitted to remain in public view except on days of trash collection. No incinerator shall be kept and maintained upon any Unit. Garbage, trash and other refuse shall be placed in covered containers.

(g) No Unit shall be divided or subdivided without the prior written approval of the Association. The provisions hereof shall not be construed to prohibit the granting of any easement and/or right-of-way to any public utility or other public body or authority.

(h) Except for hoses and the like which are reasonably necessary in connection with normal lawn or plant maintenance, no water pipe, sewer pipe, gas pipe, drainage pipe, telephone line, electrical line or cable, television cable or similar transmission line, or the like shall be installed or maintained on any Unit above the surface of the ground or beyond the exterior of such Unit.

(i) No natural landscaping, or landscaping provided as part of the original development or thereafter by the Association, shall be removed from any unit or the Common Properties without written approval of the Association acting through the Board of Directors.

(j) No structure of a temporary character, and no trailer, tent, shack, barn, pen, kennel, run, staple, outdoor clothes dryer, playhouse, shed, or other buildings or structure shall be erected, used or maintained on, around or about any Unit at any time.

(k) Except for entrance signs, directional signs for traffic control or safety and such promotional sign or signs as may be maintained by the Association, no signs, billboards, objects, or advertising devices of any character shall be erected, posted, displayed, or permitted to remain upon, in or about any Unit, including without limitation window signs. No awnings, canopy or shutter shall be affixed to or placed upon any exterior wall or roof of a Unit.

(l) No structure, planting or other materials shall be placed or permitted to remain on or about any unit which may damage or interfere with any easement for the installment of maintenance of utilities, or which may unreasonably change, obstruct or retard direction or flow of any drainage channels.

(m) No Owner shall engage or direct any employee of the Association on any private business of the Owner during the hours such employee is employed by the Association, nor shall any Owner direct, supervise or in any manner attempt to assert control over any employee of the Association.

(n) All fixtures and equipment installed within a Unit shall be maintained and kept in repair by the Owner thereof. Any Owner shall not do any act nor any work that will impair the structural soundness or integrity of any Unit or impair any easement or hereditament, nor do any act nor allow any condition to exist which will adversely affect one or more of the other Units or any Member.

(o) No vehicle shall be parked on the driveways so as to obstruct the normal ingress and egress to any Unit, except for the reasonable needs of emergency, construction, or service vehicle for as brief a period of time as reasonably possible.

(p) Units may be leased or rented but any such leasing or tenancy agreement shall be in writing and shall be subject in all respects to the provisions of the Declaration, the Articles of Incorporation, Bylaws of the Association and all rules promulgated by the Association, all of which shall be incorporated by reference and made a part of said leases. Leases shall provide that any failure by tenants and their guests to observe and comply with lease terms shall constitute breach and default. In the event that default shall be for failure to comply with the Association's Covenants, Bylaws or any duly promulgated rules, then at the Board's discretion, a breaching or defaulting tenant may be declared to be detaining the premises unlawfully, and shall therefore be subject to suit by the Association in the name of Owner for unlawful detainer, eviction, possession or other such actions as may be available from time to time.

(q) No antennas, aerials, satellite dishes, or other apparatus for the transmitting and receiving of radio or television signals shall be erected or maintained upon the exterior of any Unit or building.

(r) The Board of Directors may issue such other bylaws, rules and regulations regarding prohibitions and use of Common Areas and property, both real and personal, owned or managed by the Association.

Section 10.2 Residential Use. All Units shall be used for private residential purposes exclusively.

Section 10.3 Enforcement - Right to Remove or Correct Violations. In the event any violation or attempted violation of any of the covenants or restrictions contained herein shall occur or be maintained upon any Unit or Unit tract without the Association's approval as required herein, such violation shall be promptly removed or abated. In the event same is not removed, or the violation is not otherwise terminated or abated, within fifteen (15) days or such shorter period as may be required in the notice to remove or abate issued by the Board, delivered to the Owner or tenant of the Unit upon which such violation exists, or to the Member responsible for such violation if the same shall be committed or attempted on premises other than the Unit owned by such member, then at the Board's discretion, the Association shall have the right, through its agents and employees to remove or otherwise abate such violation and the costs therefore shall be charged as an assessment against the Member or Members responsible for the violation. Collection and enforcement of such an assessment shall be per the same rules and procedures as any other assessment described herein.

Section 10.4 Association's Right of Entry and Inspection. The Association shall have the further right, through its Board, agents, employees or committees, to enter upon and inspect any Unit at any reasonable time for the purpose of ascertaining whether violations of the provisions of this Declaration, exist on or in such Unit; and neither the Association, its Directors, Officers, Members, Agents nor employees shall have committed trespass or other wrongful act by reason of such entry or inspection. Each and every provision hereof shall be deemed an

equitable servitude running with the land and may be specifically enforced. Nothing herein shall be deemed to limit any remedies available to the Association, and the Association may avail itself of any other remedy at law or in the equity as may be available from time to time.

ARTICLE XI GENERAL PROVISIONS

Section 11.1 Duration. Unless amended in accordance with the provisions of this Article and the other requirements of this Declaration, and except where permanent easements or other permanent rights or interests are herein created, the Covenants, Conditions and Restrictions of this Declaration shall run with and bind the land subject to this Declaration, and shall inure to the benefit of and be enforceable by the Stonebridge Homeowners' Association, or the Owners of any Unit subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of twenty (20) years from the date that this Declaration is recorded, after which time the said Covenants, Conditions and Restrictions shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then Owners of the Units has been recorded, agreeing to abolish said Covenants, Conditions and Restrictions, or to change said Covenants, Conditions and Restrictions in whole or in part; provided, however, that no such agreements to change shall be effective unless made and recorded one (1) year in advance of the effective date of such change; provided, further, that no such agreements to change shall be applicable so as to require the change of any Member's structures as then existing, but any and all voluntary modifications or reconstruction, voluntary or otherwise, of now existing structures shall be in conformance with this Declaration or such amendments as may exist at the time plans are proposed for the change or reconstruction.

Section 11.2 Amendment. Amendments to the Covenants may be proposed by the Board of Directors or any group of Members owning not less than ten percent (10%) of the Units. Such membership groups shall submit their proposed amendment, in writing, signed by each Member who comprises any part of the aggregate ten percent (10%). Any proposed amendments shall be included in the next Notice for the next following membership meeting, whether the regular annual meeting or a special meeting. At the next such meeting, each proposed change shall be agreed to by not less than sixty percent (60%) of the eligible Member votes and NOT a mere sixty percent (60%) of a quorum; however, if at least sixty percent (60%) of an attending Member quorum shall vote in the affirmative, the proposed amendment may remain open for an additional thirty (30) days during which time Members may register a written vote in favor of the proposed change. In addition, Members who had attended the meeting may in writing change their vote one time during the additional thirty (30) days. At the end of thirty (30) days, the Association Secretary shall tabulate the votes, and if not less than sixty percent (60%) of the eligible Member votes are in favor, the amendment shall be passed. The Secretary shall then cause to be recorded an instrument signed by not less than two (2) Board Directors declaring the actual vote which represented not less than sixty percent (60%) of the eligible Member votes.

Section 11.3 Construction. The provisions hereof shall be liberally construed to effectuate the purpose of creating a uniform plan for the development and operation of Stonebridge.

Section 11.4 Enforcement. Enforcement of these Covenants, Conditions and Restrictions shall be by any proceeding at law or in equity against anyone violating or attempting to violate any Covenants, Conditions or Restrictions, either to restrain or enjoin violations or to recover damages, or both, and against any Unit to enforce the lien created hereby; and the failure or forbearance by the Association or any Member to enforce any Covenant, Condition or Restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter nor in any way comprise an estoppel to any later enforcement. The provisions hereof may be enforced, without limitation, by the Association or by any Member in good standing. There shall be and there is hereby created and declared to be conclusive presumption that any violation or breach or attempted violation or breach of any of the within Covenants, Conditions or Restrictions cannot be adequately remedied by action at law or exclusively by recovery of damages.

Section 11.5 Limitations of Liability. The Association shall not be liable for any failure of any services to be obtained by the Association or paid for out of the Annual Assessment funds or for the injury to person(s) or damage to property caused by the elements or resulting from water which may leak or flow from any portion of the Common Properties and other common facilities, or from any wire, pipe, drain, conduit or the like. The Association shall not be liable to any Member for loss or damage, by theft or otherwise, of any personal property which may be stored upon the Common Properties or other common facilities. No diminution or abatement of assessments, as herein elsewhere provided for, shall be claimed or allowed for inconvenience, discomfort or any other reason arising from the making of repairs or improvements to the Common Properties and other common facilities or from any action taken by the Association to comply with any of the provisions of this Declaration or with any law or ordinance or with the order of directive of any governmental authority having jurisdiction over any portion of Stonebridge.

Section 11.6 Rights of Mortgagees. The holders of the first and second mortgages or deeds of trust of record on any Unit or Unit tract may, jointly or singly, pay taxes, assessments, fees or any other charges which are in default and which may have become a charge against any of the Common Properties and may pay overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on the lapse of a policy for such property, and the holders of the first and second mortgages or deeds of trust of record on any Unit or Unit tract making such payments shall be owed immediate reimbursement therefore from the Association. Anything herein to the contrary notwithstanding, no provision of this Declaration or of any similar instrument pertaining to any Unit or Unit tract within Stonebridge shall give any Member or any other party priority rights over any Unit/Unit tract first or second mortgage holder or trustee by a deed of trust of record on any Unit on any distribution to a Member(s) for casualty loss insurance proceeds or condemnation awards for losses to or a taking of Common Properties or Townhome Unit or Unit tracts. Upon reasonable notice, the holders of all such first and second mortgages or deeds of trust of record jointly and severally shall have the right to inspect the books and records of the Association at any time during normal business hours.

Section 11.7 Voting. Unless otherwise expressly described herein, whenever in this Declaration an action is required to be taken by a specified percentage of the then Members of the Association, then such action shall be required to be taken by the specified percentage of the

then outstanding cumulative Association membership in good standing present and voting, in person or by proxy.

Section 11.8 Successors of Declarant. Any and all rights, reservations, interest, privileges and/or powers of the Declarant hereunder are hereby assumed by the Association.

Section 11.9 Incorporation by Reference on Resale. In the event any Owner sells or otherwise transfers any Unit or Unit tract, any deed purporting to effect such transfer shall contain a provision incorporating by reference the Covenants, Conditions and Restrictions set forth in this Declaration; but notwithstanding the failure to include such a provision in any such deed shall not affect the validity, priority or enforceability of the Covenants, Conditions and Restrictions set forth in this Declaration or against such sold or otherwise transferred Unit or Unit tract.

Section 11.10 Notification of Sale. Concurrently with the consummation of the sale of any Unit, Unit tract or undivided interest in the Common Properties or Properties under circumstances whereby the transferee becomes an Owner thereof or within ten (10) business days thereafter, the transferee shall notify the Association in writing of such sale. Such notification shall set forth, (i) the name of the transferee and his transferor, (ii) the street address of the Unit or Unit tract purchased by the transferee, (iii) the transferee's mailing address, and (iv) the date of sale. Prior to receipt of such notification, any and all communications required or permitted, to be given by the Association, or its Board of Directors shall be deemed to be duly made and given to the transferee if duly and timely made and given to said transferee's transferor.

Section 11.11 Notification as to Mortgagees. Each Owner shall notify the Association of the name and address of the mortgagee of such Owner's Unit, Unit tract and undivided interest in the Common Properties and Properties. Each Owner shall likewise notify the Association as to the release or discharge of such mortgages. In addition the mortgagee of a Unit or Unit tract may notify the Association of such mortgagee's identity and address and a description of the Unit or Unit tract which such mortgagee's mortgage encumbers. The Association shall provide such mortgagees as to which it receives notice pursuant to the provisions hereof with written notification as follows:

- (a) Written notification of at least ninety (90) days prior to the abandonment or termination of the Declaration or the Association;
- (b) Written notification of at least thirty (30) days prior to the effective date of any material amendment to any of the substantive provisions of the Declaration; and
- (c) Timely written notice of any condemnation or eminent domain proceeding affecting any Unit, Unit tract and undivided interest in the Common Properties and Properties or any part thereof.

Section 11.12 Definition. As used in this Article, the term "*Mortgagee*" shall mean any first and/or second mortgage holder or holder of a first deed of trust lien on a Unit subject to this Declaration and shall not be limited to the institutional mortgage holders, and the term "*Mortgage*" shall include a deed of trust. As used generally in this Declaration, the term

“*Institutional Holder*” or “*Institutional Mortgagee*” shall include banks, trust companies, insurance companies, credit unions, mortgage insurance companies, savings and loan associations, pension funds, real estate investment trusts, mortgage companies, the Declarant, and any corporation, including a corporation of, or affiliated with the United States Government, or any agency thereof.

Section 11.13 Articles of Incorporation and Bylaws. The Association may enact Articles of Incorporation and Bylaws relating to provisions applicable to notice and voting requirements for all actions to be taken by the Association except amendments to this Declaration. In any event, if any provisions set forth in this Declaration applicable to notice and voting requirements are in conflict with any provisions of Missouri Law applicable to notices and voting requirements on the date of this Declaration, or at any time after said date, the applicable provisions of Missouri Law shall control.

Section 11.14 Limitation of Liability and Indemnification.

(a) Corporate Debts. The Directors of the Association and the members of the Association shall not individually or personally be liable for the debts, liabilities or obligations of the Association.

(b) Damage or Loss. No member of the Board of Directors or any officer of the Association or any member of any committee of the Association shall be personally liable to any member of the Association or to any other party, including the Association, for any damage, loss or prejudice suffered or claimed on account of any act, omission, error or negligence of the Association, the Board or any other representative or employee of the Association, or any committee or any officer of the Association, provided that such person has, upon the basis of such information as then may be possessed by him, acted in good faith without willful or intentional misconduct.

(c) Indemnification. The Association may indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, other than an action by or in the interest of the Association, by reason of the fact that he/she is or was a director, officer, employee or agent of the Association, or is or was serving at the request of the Association, partnership, joint venture, trust or other enterprise, against expenses, including attorneys’ fees, judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Association, and with respect to any criminal action or proceeding, had no reasonable cause to believe his/her conduct was unlawful. Determination of any action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he/she reasonably believed to be in or not opposed to the best interest of the Association and with respect to any criminal action or proceeding, had reasonable cause to believe that his/her conduct was unlawful.

(d) The Association may indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the

interest of the Association to procure a judgment in its favor by reason of the fact that he/she is or was a Director, officer, employee or agent of the Association, or is or was serving at the request of the Association as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against expenses, including attorneys' fees, actually and reasonably incurred by him in connection with the defense or settlement of the action or suit if he acted in good faith and in the manner he reasonably believed to be in or not opposed to the best interests of the Association; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his/her duty to the Association unless and only to the extent that the Court in which the action or suit was brought determines upon application that, despite the adjudication of liability and in view of all the circumstances of the case, the person is fairly and reasonably entitled to indemnity for such expenses which the Court shall deem proper.

(e) To the extent that a director, officer, employee or agent of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in subsection (i) and (ii) of this section, or in defense of any claim, issue or matter therein, he/she shall be indemnified against expenses, including attorneys' fees, actually and reasonably incurred by him/her in connection with the action, suit or proceeding.

(f) Any indemnification under subsection (i) and (ii) of this section, unless ordered by a Court, shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the director, officer, employee or agent is proper in the circumstances because he/she has met the applicable standard of conduct set forth in this section. The determination shall be made by the Board of Directors by a majority vote of a quorum consisting of Directors who were not parties to the action, suit or proceeding, or if such quorum is not obtainable, or even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion or by the members.

(g) Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Association in advance of the final disposition of the action, suit or proceeding as authorized by the Board of Directors in the specific case upon receipt of an undertaking by or on behalf of the director, officer, employee or agent to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Association as authorized in this section.

(h) The indemnification provided by this section shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any Bylaws, agreement, vote of members of disinterested Directors, or otherwise, both as to action in his/her official capacity and as to action in another capacity while Holding such office, and shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors, and administrators of such a person.

(i) This Association may purchase and maintain insurance on behalf of any person who is or was a director, employee or agent of the Association, or is or was serving at the request of the Association as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him/her

and incurred by him/her in any such capacity, arising out of his/her status as such, whether or not the Association would have the power to indemnify him/her against such liability under the provisions of this section.

Section 11.15 No Dedication to Public Use. Nothing herein contained shall be construed as a dedication to public use or as an acceptance for maintenance of any of the Common Properties and other common facilities by a public or municipal agency, authority or utility and no public or municipal agency, authority or utility shall have any responsibility or liability for the maintenance or operation, of any said Common Properties and other common facilities.

Section 11.16 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 individuals, men or women, shall in all cases be assumed as though in each case fully expressed.

Section 11.17 Notices. All notices required to be given hereunder shall be deemed to have been constructively delivered when deposited with the United States Postal Service, first class mail, postage prepaid, addressed to the Owner at the street address assigned to the Owner's Unit or Unit tract, provided, however, actual notice may be delivered by any other means. Notice may be delivered to the Association by service upon the registered agent or any Board Director.

Section 11.18 Severability. In the event that any provision of this Declaration is declared unlawful or unenforceable, such provision shall be considered severable and it shall not invalidate the remainder of this Declaration which shall remain in full force and effect.

Section 11.19 Captions. The captions contained in this Declaration are for convenience only and are not a part of this Declaration and are not intended in any way to limit or enlarge the terms and provisions of this Declaration.

Section 11.20 Reservation of Rights. The Association reserves the right and power to record by way of a Resolution of the Board of Directors and without a vote of the membership, a special amendment ("*Special Amendment*") to this Declaration at any time and from time to time (i) to comply with the requirements with the Federal National Mortgage Association, The Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Federal Housing Association, the Veterans Administration, or any other governmental agency or any other public, quasi-public, or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities and/or (ii) to induce any of such agencies or entities to make, purchase, sell, insure or guarantee first or second mortgages covering Units or Unit tracts. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to the Association acting by and through its Board of Directors to make or consent to a Special Amendment on behalf of each Owner. Each deed, mortgage or deed of trust, other evidence of obligation, or other instrument affecting a Unit and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent to the Association's reservation of the power to make, execute and record Special Amendments. No Special Amendment made by the Association shall affect or impair the lien of any first or second mortgage upon a Unit or any

warranties made by an Owner in order to induce any of the above agencies or entitled to make, purchase, insure or guarantee the first or second mortgage on such Owner's Unit or Unit tract.

IN WITNESS WHEREOF, the Board of Directors of the Stonebridge Homeowners' Association, successor in interest of the Smithville Investment & Development Co., a Missouri Corporation, have executed this amended Declaration of the Covenants, Conditions and Restrictions in accord with the approval of the membership by way of affirmative votes out of 95 eligible voters in good standing, the vote having been completed on this _ day of ___, 2022.

STONEBRIDGE HOMEOWNERS ASSOCIATION

By: [Signature]
President

By: [Signature]
Vice President

By: [Signature]
Secretary

By: [Signature]
Treasurer

STATE OF MISSOURI)
) SS.
COUNTY OF CLAY)

On this, 13 day of Dec, 2022 before me a notary public, personally appeared:

- 1) Susan m Lambrecht
- 2) Tina Wheatley
- 3) Cathy Knight
- 4) Connie Massie

all known to me (or satisfactorily proven) to be the person whose name is subscribed to the above and foregoing instrument, and acknowledged by each that execution was for the purposes set forth therein.

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

[Signature]
NOTARY PUBLIC

My commission expires: 05-23-2024

Amended Declaration of
Covenants, Conditions and Restrictions

Jodi McCorkendale
Notary Public-Notary Seal
State of Missouri
Clay County
My Commission Expires 5/23/2024
Commission # 12346450

EXHIBIT “A”

All of Lots 3 through 11, inclusive, and Lot 13, STONEBRIDGE, a subdivision of land in Smithville, Clay County, Missouri, under Plat recorded on May 11, 1993, as Document No. L 71554 in Cabinet D, Sleeve 18, in the Recorder’s Office of Clay County, at Liberty, Missouri.

From: [Gina Pate](#)
To: ["Deb Dotson"](#)
Cc: [Harbor Lakes President](#); [Secretary Harborlakes](#); [Cynthia Wagner](#)
Subject: RE: Habor Lakes Neighborhood Beautification Grant
Date: Thursday, March 28, 2024 11:57:00 AM
Attachments: [image001.png](#)

Hi Deb,

The current grant terms do not outline an appeal process. However, I will include this email communication as part of the packet for the Board to review for consideration. Additionally, a representative from Harbor Lakes can make a public comment regarding the agenda topic on Monday night. There will be a zoom link on the agenda when it is posted to the website if someone cannot attend in person.

Thank you,

Gina Pate

Assistant City Administrator
107 W Main Street • Smithville, MO 64089
Phone: (816) 534-3600
Email: gpate@smithvillemo.org



From: Deb Dotson <treasurerharborlakes@gmail.com>
Sent: Thursday, March 28, 2024 11:45 AM
To: Gina Pate <GPate@smithvillemo.org>
Cc: Harbor Lakes President <presidentharborlakes@gmail.com>; Secretary Harborlakes <secretaryharborlakes2023@gmail.com>; bonnie@camkc.com
Subject: Re: Habor Lakes Neighborhood Beautification Grant

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Gina,

Thank you for letting us know. We define "pool maintenance" as the seasonal care of a pool. Preventative... algal growth and bacterial issues. Reactive maintenance... lights go out, mechanical failure. IE, chemicals, cleaning etc. The project we want to do is more than maintenance.... it's literally a full resurfacing of the structure to beautify and add years to the life of the pool for our community to enjoy.

Since it wasn't deemed ineligible... is there a pathway for an appeal? If so... we would need to do so in a hurry since the Aldermen will be voting monday.

Thanks,
Deb Dotson

On Thu, Mar 28, 2024 at 10:22 AM Gina Pate <GPate@smithvillemo.org> wrote:

Good morning,

Please see the attached letter regarding your Neighborhood Beautification Grant application.

Please let me know if you have any questions.

Thank you,

Gina Pate

Assistant City Administrator

107 W Main Street • Smithville, MO 64089

Phone: (816) 534-3600

Email: gpate@smithvillemo.org



JOHNSON POOL SERVICE MAINTENANCE AGREEMENT 2024
HARBOR LAKES

This contract between Harbor Lakes HOA (HL) and Johnson Pool Service LLC (JPS) is for maintenance of the swimming pool and wading pool located at the Harbor Lakes subdivision in Smithville, Missouri, for the 2024 season, through winterizing at the end of the season.

POOL OPENING

JPS will perform the following duties in preparation for the 2024 summer opening:

1. Remove and store covers on premises.
2. Adjust water depth to operating level.
3. Install skimmer basket, ladders, handrails, etc.
4. Start filtration, circulation and automated systems.
5. Test and balance water, and provide all chemicals.
6. Inspect and report to HL all problems, repairs and parts needed to pass health department inspection.
7. Have pool operational before inspection date, provided the system is functioning properly and HL has cooperated and completed HL's requirements and responsibilities.
8. Set pool furniture on deck.
9. Coordinate with health department inspector for opening of pools.

DAILY SERVICE

From Saturday, May 25th, 2024, through Monday, September 2nd, 2024, JPS will provide daily service, to be completed by 10:00 a.m., weather permitting, including the following:

1. Test and adjust chemicals, and record chemical readings.
2. Empty skimmer and pump baskets as needed.
3. Skim water surface.
4. Vacuum and brush walls and tile line as needed.
5. Backwash filters as needed.
6. Maintain clean and orderly equipment and deck area.

7. Provide all chemicals and cleaning equipment.
8. Maintain clean and sanitary restrooms and restock as necessary.
9. Alert HL of vandalism or repairs and parts needed, or other problems or complaints.

WINTERIZING POOL

JPS will winterize pool and equipment, plus restroom and associated plumbing at the end of the season, including the following:

1. Adjust chemicals.
2. Lower water level below skimmers.
3. Remove water from pool lines using high pressure air compressor.
4. Treat each line and skimmer with at least one gallon of pool anti-freeze each.
5. Plug all lines and skimmers.
6. Remove drain plugs from filters, pumps, and chlorinators.
7. Leave valves at winter settings.
8. Store safety equipment and deck furniture on premises.
9. Install pool cover.

HL's RESPONSIBILITIES

1. HL must have emergency phone service and city water provided by May 1st, 2024.
2. Cost of light bulbs, restroom supply products and trash bags.
3. Required permits.
4. Cost of required signs and signage and safety equipment.
5. Maintain pool structure, equipment, drains, etc., in proper working condition.
6. Allow JPS 24-hour access to facility.
7. Labor and cleaning supplies and chemicals needed, in excess of standard usage, in order to address vandalism or biohazard or act of nature.
8. If service cannot be completed due to equipment failure, act of nature, vandalism, etc., HL is still obligated to render payment as per the payment schedule.

PAYMENT SCHEDULE

HL will make the following three payments to JPS, for a total of \$18,000:

1. \$6,000 due March 1st, 2024.
2. \$6,000 due June 1st, 2024.
3. \$6,000 due September 1st, 2024.

Signed:

Jeff Johnson, JPS LLC
5615 Thousand Oaks Dr.
KCMO 64152

Date

Jane Crampton

NOV 9, 2023

HL Authorized Representative

Date