



Board of Alderman Request for Action

MEETING DATE: 5/3/2022

DEPARTMENT: Administration

AGENDA ITEM: Resolution 1060 - Award of Neighborhood Beautification Grants

REQUESTED BOARD ACTION:

Motion to approve Resolution 1060, awarding Neighborhood Beautification Grants totaling \$24,172.40

SUMMARY:

During the 2021-22 Budget discussion, staff was asked to budget for a Neighborhood Beautification 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 January 1, 2022, the grant terms and application were provided to each of the home owner's associations with the deadline of March 31, 2022 to submit for consideration. Included are the grant terms, which includes the parameters in which each application was scored, the average score of each application and grant application.

Ten applications were received from six home owners associations. Applications were reviewed by a staff committee comprised of the Assistant City Administrator, Public Works Director, Development Director and Public Works Management Analyst. Committee members individually scored each application received. Each application score was averaged to rank applications.

When looking at the final scoring sheet, HOAs that submitted multiple applications were not granted all that were requested. Of the applications submitted, the highest rated project(s) from each of those HOAs were awarded. This decision was made based on the availability of funds budgeted for the project.

Award of \$24,714.90 in grants is recommended as follows. A summary of each grant recommended for award is provided below.

- \$2,530 to Harbor Lakes HOA
- \$8,242.50 to Harborview HOA
- \$4,777.40 to Hills of Shannon HOA
- \$5,792.50 to Rollins' Landing HOA
- \$3,372.50 to Stonebridge HOA.

The Harbor Lakes HOA project is to contract Goats on the Go to manage undesirable weeds and vegetation without the use of machinery, chemicals or fire. Targeted areas include the hard-to-mow lake edges, prairie seedings and wildflower/pollinator habitats.

The Harborview HOA project is to install a connector trail, remove overgrown brush and trees along greenspaces, trim trees, plant more than 40 new trees and install pet waste stations throughout the neighborhood.

Two projects are recommended for the Hills of Shannon HOA. The first project totals \$2,445.70 for the replacement of an inoperable fountain in the association pond. The new fountain will help keep unsightly algae blooms at bay, reduces the smell from vegetation and decreases the mosquito population while encouraging a healthy underwater ecosystem. The second project totals \$2,331.70 to upgrade the community playground to be more inclusive by adding an ADA swing and ramp for wheelchair access to the playground. Also included is a border and swing mats.

The Rollins' Landing project is to install a new pool fence at the neighborhood pool. The new fence is proposed to be two feet larger on each side, to address future growth.

The Stonebridge HOA project is to install four benches, 10 trees, new entrance bushes and flowers, mulch and dog waste stations. Also included is the painting of their dam and driving bridge. The walking bridge to the school is not recommended for approval. The bridge proposed has a primary purpose of being decorative, not a pathway for daily use.

PREVIOUS ACTION:

None

POLICY OBJECTIVE:

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

FINANCIAL CONSIDERATIONS:

The 2022 Budget includes \$25,000 for a Neighborhood Beautification Grant Program.

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 | |
| Final Scoring Sheet | |

RESOLUTION 1060

A RESOLUTION APPROVING 2022 NEIGHBORHOOD BEAUTIFICATION GRANTS

WHEREAS, the City approved the 2021-2022 budget on October 19, 2021, 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, ten grant applications were received from six neighborhood associations; and

WHEREAS, a staff committee evaluated and ranked applications, resulting in the following recommendations for grant award totaling \$24,714.90:

- \$2,530 to Harbor Lakes HOA
- \$8,242.50 to Harborview HOA
- \$4,777.40 to Hills of Shannon HOA
- \$5,792.50 to Rollins' Landing HOA
- \$3,372.50 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 \$24,714.90.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, the 3rd day of May, 2022.

Damien Boley, Mayor

ATTEST:

Linda Drummond, City Clerk



Neighborhood Beautification Grant Application City of Smithville, MO

Applicant Information

Neighborhood or Homeowners' Association Name: Harbor Lakes Date: 03/21/2022

Address: 1703 NE 197th Ct
Smithville MO 64089
City State ZIP Code

Phone: 913.909.3471 Email: presidentharborlakes@gmail.com

Contact Person: Jane Crampton Title: HOA Board President

Project Title: Removing overgrowth in Greenspace areas using Goats On the Go

Brief Description of the proposed Project:

The Harbor Lakes HOA board will use the grant funds to contract GOTO KC north to manage undersirable weeds and vegetation without the use machinery, chemicals or fire. Targeted areas include the hard-to-mow lake edges, prairie seedings, and wildflower/pollinator habitats.

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>\$5060 (\$4500 bid + 28 volunteer hrs @\$20/hr)</u> |
| Grantee Cash Contribution: | <u>\$1970</u> |
| Grantee In-Kind Contribution: | <u>\$2530</u> |
| Grant Amount Requested: | <u>\$2530</u> |

Project Information – Please attach additional documentation if needed

Expected Project Start Date July 2022 Expected Completion Date July/August 2022

Description of how this project will enhance the neighborhood:

See attached document. This is a specialized project with one bid of \$4500. Previously, Embassy Landscaping brush hogged these areas. The mowing did nothing to prevent weed growth. Machinery couldn't mow all desired areas.

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

Harbor Lakes 2022 Budget includes the Goats on the Go Bid of \$4500.

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

Harbor Lakes will continue to work with Margaret Chamas and Goats on the Go to maintain the open fields and areas around the lake. In the past, brush hogging was used to cut down the weeds and overgrowth, but nothing was done to prevent weed regrowth. The goats digestive system breaks down the weeds & seeds by 98%, preventing additional spreading of weeds with the goat's feces. The native grasses will become thicker, slowing the regrowth of weeds.

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 *See map*
- ☒ Plan or map showing the location of the project and projected improvements
- ☐ At least three estimates for all work - *specialized area - one quote*
- ☒ Letter of authorization from any agencies, utilities, or property owners affected by the project *Contract*
- ☒ 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 *Budget*
- ☒ 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 *By-Laws & CC&R*
- ☐ 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:

John Crapton

Date:

03/21/2022

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: |
| Goats on the Go | Clearing overgrowth without chemicals or machinery | \$4500 |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| Total Project Cost | | \$4500 |

| 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: |
| \$1970 | Goats on the Go | \$1970 |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| Total Cash Contribution | | \$1970 |

| 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: |
| Volunteer services | 28 hrs 50 hours | \$560 |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| Total In-Kind Contribution | | \$560 |

| | |
|--|---------------|
| Total Project Cost | \$5060 |
| Total Cash Contribution | \$1970 |
| Total In-Kind Contribution | \$560 |
| Total Grant Amount Requested from the NBG Program | \$2530 |

2022 Harbor Lakes Board of Directors

Jane Crampton, President

913.909.3471

harborlakespresident@gmail.com

Debra Dotson, Treasurer

816.809.4188

treasurerharborlakes@gmail.com

Steve Carmack, Secretary

816.560.3490

secretaryharborlakes@gmail.com

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

| Name | Phone Number | # of Hours Pledged | Signature |
|----------------------------|--------------|--------------------|----------------------|
| Jane Crampton | 913.909.3471 | 14 | <i>Jane Crampton</i> |
| Debra Dotson | 816.809.4188 | 14 | <i>Debra Dotson</i> |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| TOTAL HOURS PLEDGED | | 28 | |

Brief description of the proposed project:

The Harbor Lakes HOA board will use the grant funds to contract the services of Goats On The Go KC North, who uses herds of goats and sheep to manage undesirable weeds and vegetation without chemicals, machinery, fire, or human labor. Targeted areas include the hard-to-mow lake edges, prairie seedings, and wildflower/pollinator habitats. The goats offer an environmentally-sensitive and engaging management alternative at a reasonable cost. Margaret Chamas, owner of Goats On The Go KC North, has also offered to provide an interactive for residents and guests to interact with the goats. The project will maintain community property in a responsible manner, support a local business, and provide community engagement.

Description of how this project will enhance the neighborhood:

Harbor Lakes features a community pond for fishing, walking, and general enjoyment; as well as walking paths for exercise and socialization. Access to the lake can be obscured by overgrown vegetation, and enjoyment greatly reduced by the presence of allergens like ragweed and goldenrod. If left untouched too long, brush species will encroach on the grasses and forbs, reducing sunlight for the lower stories and outcompeting more desirable grasses. Along the walking paths, wildflower and pollinator seedings (essentially miniature prairie areas) provide pleasant views and a natural habitat for butterflies, beneficial insects, quail and birds, and small mammals (some of whom, particularly mice, otherwise seek residents' walls and basements during the winter). Proper management of prairies and similar areas includes keeping out the brush and controlling cool-season grasses and weeds. Burning, mowing, and herbicide spraying are conventional management options that are not appropriate or pleasant in the neighborhood. Herbicides target both the desirable and undesirable species, and can drift onto residents' gardens and landscaping. Burning can be done safely but requires a very specific set of equipment, skilled practitioners, and the right weather conditions during the right season – meaning that some years, burning simply cannot happen. Mowing and brush-cutting are extremely effective for unmanaged brush and timber, but is loud and unpleasant, and is very nonspecific. Goats and sheep naturally prefer to eat broadleaf weeds and brush over grasses, targeting most of the undesirables from ground level to 5-6 ft high. They are quiet, work 24 hours a day, and can navigate extremely challenging terrain. The solar-powered fence keeping them in the target area requires no costly inputs. Grazing is much more time-flexible than burning or spraying and has no negative environmental impacts. The goats are also entertaining to watch, past public projects drawing large crowds and increasing community connection.

SIDE NOTE on maintaining the project and funding for the future – I do offer a slight discount for “early bird” commitments to multiple grazings. (Usually this means – by the time we’re done grazing, you say “sign us up for next year” and sign a new contract – I’ll discount the total. I’m flexible on the exact timing knowing that your budget process might not allow you to do that. So let’s talk if you’re interested.)

**FirstService Residential
2021 Budget vs 2022 Budget
Harbor Lakes**

| | 2021 BUDGET | 2022 BUDGET |
|-------------------------------------|----------------|----------------|
| INCOME | | |
| Dues Income | 69,920 | 82,080 |
| Interest on Late Payments | 0 | 0 |
| Violation Fines | 0 | 0 |
| Key/Card/Fob Income | 0 | 0 |
| Legal Reimbursement | 0 | 0 |
| Interest Income | 0 | 0 |
| Transfer to Reserve Fund | (6,000) | (5,400) |
| TOTAL INCOME | 63,920 | 76,680 |
| ADMIN. EXPENSES | | |
| Management Fees | 15,574 | 16,041 |
| Legal Fees | 3,000 | 1,200 |
| Legal Reimbursable | 0 | 0 |
| Accounting Audit-Tax Return | 290 | 290 |
| Printing, Postage, and Supplies | 1,530 | 1,530 |
| Social | 500 | 500 |
| Bank Fees | 300 | 300 |
| Corporate Annual Registration | 15 | 15 |
| TOTAL ADMIN. EXPENSE | 21,209 | 19,876 |
| INSURANCES & TAXES | | |
| Property & Liability Insurance | 7,728 | 8,633 |
| TOTAL INSURANCES & TAXES | 7,728 | 8,633 |
| LAND SERVICES | | |
| Grounds Electric | 402 | 402 |
| Grounds Water | 0 | 0 |
| Ground Maintenance | 350 | 0 |
| Mowing | 12,600 | 13,723 |
| Spring/Fall Clean-up | 0 | 0 |
| Lawn Aerifying | 0 | 0 |
| Mulch | 0 | 0 |
| Plants | 0 | 0 |
| Seeding | 0 | 0 |
| Tree & Shrub Pruning | 0 | 0 |
| Tree & Shrub Replacement | 0 | 7,000 |
| Tree & Shrub Spraying | 300 | 300 |
| Trails | 0 | 0 |
| Water Sprinkler Maintenance | 0 | 0 |
| Chemicals & Fertilization | 0 | 0 |
| Weed Control | 575 | 575 |
| Grub Control | 0 | 0 |
| Grounds Sales Tax | 0 | 0 |
| Lake Maintenance (DAM) | 0 | 0 |
| Snow Removal | 0 | 0 |
| Holiday Decorations | 0 | 0 |
| TOTAL LAND SERVICES | 14,227 | 22,000 |

Goats on the Go
Included in Ground
Maintenance

POOL

| | | |
|-------------------------------|---------------|---------------|
| Pool Maintenance | 300 | 2,000 |
| Pool Maintenance Contract | 7,250 | 11,300 |
| Pool Chemicals | 2,500 | 0 |
| Pool Supplies | 300 | 300 |
| Pool Equipment | 0 | 0 |
| Pool Equipment Repair | 300 | 300 |
| Pool Security | 700 | 850 |
| Pool Electricity | 1,680 | 1,780 |
| Pool Water | 1,285 | 1,697 |
| Pool Telephone/Cable/Internet | 1,080 | 1,200 |
| Pool Permits Licenses | 400 | 400 |
| Pool Keys/Access Cards | 200 | 0 |
| TOTAL POOL EXPENSE | 15,995 | 19,827 |

Lake

| | | |
|----------------------------|--------------|--------------|
| Lake-Electric | 579 | 586 |
| Lake Maintenance | 3,830 | 3,830 |
| Lake Supplies | 0 | 0 |
| Lake-Fountain Maintenance | 300 | 300 |
| Total Lake Expenses | 4,709 | 4,716 |

| | | |
|-----------------------------|-----------------|-----------------|
| TOTAL OPERATING EXP. | \$63,868 | \$75,052 |
|-----------------------------|-----------------|-----------------|

| | | |
|------------------------------|-------------|----------------|
| OPERATING GAIN (LOSS) | \$52 | \$1,628 |
|------------------------------|-------------|----------------|

EXHIBIT B – ONE TIME CONTRACT SERVICE AGREEMENT

Description (including address) of property:

Harbor Lakes Homes Association, INC
1400 NE 196th St, Smithville MO 64089
(hereinafter "**Property**")

Owner: Harbor Lakes HOA

(hereinafter "**Owner**"), Attention: Jane Crampton

Managing Agent: FirstService Residential, Missouri

(hereinafter "**Agent**"), Attention: Chris Pankow

Contractor: Goats on the Go KCMO

(hereinafter "**Contractor**"), Attention:

Contractor's Federal Tax ID Number: 83-1729148

Services: Schedule A services as more particularly described in Schedule "A" attached hereto (hereinafter "**Services**") to be provided by Contractor in accordance with the terms hereof.

Date of Service: Spring of 2022

Contract Payment Terms: \$ Invoicing payable against invoice therefor, or as otherwise set forth on Schedule "A" annexed hereto and made a part hereof.

This Contract dated 11/23/2021 is between the undersigned parties.

Contractor:
Goats on the Go

Owner or Agent:
Harbor Lakes HOA

By: Margaret W. Chamas
Print Name: Margaret Chamas
Title: owner

AS AGENT FOR
By: Jane Crampton
Print Name: Jane Crampton
Title: Board President

SERVICE CONTRACT TERMS

1. **SERVICES** - Contractor agrees to perform for the term specified the Services listed on Schedule A attached hereto and made a part hereof, and any additional services which may be reasonably requested by Owner or Agent from time to time during the term. All operational logs and records relating to the Services prepared and/or maintained by Contractor or in the custody of Contractor shall not be destroyed without the prior written consent of Owner or Agent. Contractor agrees to furnish at its expense all labor, supplies, uniforms, equipment and materials necessary to properly perform the Services. Contractor shall permit and facilitate inspection of the Services by Owner and its representatives (including, but not limited to, Agent) and public authorities at all times. Failure of Agent or Owner during the term of this Agreement to discover or reject unacceptable Services, or Services not performed in accordance with this Agreement, shall not be deemed an acceptance thereof nor a waiver of Agent's and Owner's right to the proper execution of the Services or any part thereof by Contractor.
2. **PERMITS, LICENSES** - If any government permit, license or authorization shall be required or necessary for the proper and lawful performance of the Services hereunder or if the failure to secure such license, permit or authorization would, in any way, affect the Property, Agent or Owner, then Contractor, at Contractor's expense, shall duly procure and thereafter maintain such license, permit or authorization and submit the same to Agent for inspection, if requested. Contractor, at Contractor's expense, shall at all times, comply with the terms and conditions of each such license, permit and authorization and shall notify Agent immediately should any such license, permit or authorization no longer be in effect or in good standing.
3. **WAIVER OF TRIAL BY JURY** - The parties hereto shall and they hereby do waive, where permitted by law, trial by jury in any action, proceeding or counterclaim brought by any of the parties hereto against the other in any matters whatsoever arising out of, or in any way connected with, this Agreement.
4. **NON-WAIVER PROVISIONS** - The failure of Agent or Owner to insist in any one or more instances upon the strict performance of any of the covenants, terms, provisions or conditions of this Agreement or to exercise any election herein contained shall not be construed as a waiver or a relinquishment for the future of such covenant, term, provision, condition or election, but the same shall continue and remain and be in full force and effect. No waiver by Agent or Owner of any covenant, term, provision or condition of this Agreement shall be deemed to have been made unless expressed in writing and signed by Agent or Owner, as the case may be.
5. **ASSIGNMENT BY CONTRACTOR** - Contractor shall not assign this Agreement nor any interest therein without the prior written consent of Agent or Owner, which consent may be withheld at Agent's or Owner's sole and absolute discretion. The transfer of a majority interest of the voting stock or general partnership interests in Contractor shall be deemed an assignment of this Agreement by Contractor. Any attempted assignment of this Agreement or any interest therein without the prior written consent of Agent or Owner shall be null and void. Owner is a third party beneficiary of this Agreement.
6. **SUBCONTRACTING** - Contractor may only sub-contract with the prior written consent of Agent or Owner, which consent may be withheld at Agent's or Owner's sole and absolute discretion. Every subcontract must provide that the same is subject to all of the covenants, terms, provisions and conditions of this Agreement and must provide that in the event of termination or cancellation of this Agreement for any reason whatsoever, prior to the expiration of such subcontract, the subcontract will automatically terminate on the same date this Agreement is terminated or canceled.
7. **ADDITIONAL DEFINITIONS** - It is understood that wherever the terms "adequate" or "as required" or "as necessary" or "if necessary" are stated in this Agreement (including any Schedule attached hereto), these terms shall be construed to mean "as determined by Agent or Owner".
8. **DISCHARGE OF EMPLOYEES** - Contractor, promptly after demand by Agent or Owner, will discharge or transfer from the Property any employee of Contractor to whom Agent or Owner shall or may object for any reason in their sole discretion, provided, however, that if the effectuating of such discharge or transfer is limited by the contract between Contractor and the employee's union, Contractor agrees to use its best efforts within the limits of such union contract to effectuate such discharge or transfer as promptly as possible.
9. **MECHANIC'S LIENS** - Contractor agrees that if any mechanic's lien is filed against the Property for work done, services claimed to have been rendered or materials claimed to have been furnished in connection with or pursuant to any of the provisions of this Agreement, then Contractor shall cause such mechanic's lien to be discharged within ten (10) days after filing, at Contractor's expense, by: i) filing the bond required by law; or ii) providing Agent with a copy of the court order discharging such lien. Contractor will defend, indemnify and hold Agent and Owner harmless against any and all damages, liabilities, costs and expenses (including attorneys' fees) suffered or incurred by Agent or Owner as a result of Contractor's failure to comply with this provision. Upon Contractor's failure to comply herewith, the lien may be bonded or discharged by Agent or Owner at Contractor's sole expense. Contractor's liability under this paragraph shall survive the expiration or termination of this Agreement, but this shall not be construed to mean that Contractor's liability does not survive as to other provisions of this Agreement. Additionally, if requested by the Owner, lien waivers shall be furnished by the Contractor and all sub-contracted parties including materialmen. If so requested, the Owner will provide the approved lien waiver forms. It is further understood that such forms must be provided as a condition of payment by the Owner.
10. **NON-INTERFERENCE** - Contractor shall perform the Services so as not to unreasonably interfere with Agent's or Owner's operation of the Property or the business operations of any tenant or other occupant of the Property.

11. **CONTRACTOR RESPONSIBILITY** - Contractor shall be responsible to Agent and Owner for the acts and omissions of Contractor's suppliers, agents, employees and subcontractors. All contracts entered into by Contractor with any subcontractors shall require the subcontractors to be responsible for the acts and omissions of their agents and employees and compliance with the provisions of this Agreement to the extent applicable to the subcontractor's portion of the Services. Personnel supplied by Contractor or any subcontractor will be deemed employees of Contractor or the subcontractor, as the case may be, and will not for any purpose be considered employees or agents of Agent or Owner. Contractor assumes full responsibility for the actions of such personnel while performing Services pursuant to this Agreement, and shall be solely responsible for their supervision, daily direction and control, payment of salary or equivalent (including, withholding of income taxes, stock options, contributions to pension or similar retirement programs, overtime pay, education programs, awards, special recognition events and social security contributions), worker's compensation, disability benefits, social security taxes, unemployment insurance and the like. Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, gender, sexual orientation, age, disability or national origin. Contractor warrants that it is and throughout the term of this Agreement will continue to be in full compliance with all Equal Employment Opportunity (E.E.O.) provisions as required by law, regulation or executive order, specifically including but not limited to, the provisions of executive order 11246 of September 24, 1965 as amended. If applicable, Contractor also agrees to execute and to keep in full force and effect throughout the term of this Agreement a Compliance Undertaking Standard Form 100 (Equal Employment Opportunity Employer Information Report E.E.O.-1).

12. **MAINTENANCE OF RECORDS** - Contractor shall maintain written records in accordance with generally accepted accounting procedures showing in detail all costs which it incurs and payments which it receives in the performance of this Agreement. Such records shall include, but shall not be limited to, payroll records, job cards, attendance cards and job summaries and shall be subject to audit and inspection by Agent, Owner and their respective agents and representatives during the term of this Agreement and for seven (7) years after its expiration or earlier termination, unless a longer period is required by law. Should the audit reveal errors in record keeping, Contractor shall immediately correct same and shall promptly inform Agent and Owner in writing of the action taken to correct such errors. Audits conducted by Agent or Owner, or their designees shall be an expense of Agent or Owner, provided, however, that if any such audit reveals that the aggregate expenses with respect to the Services are at least five percent (5%) less than indicated by the books and records maintained by Contractor, then Contractor shall promptly reimburse Agent and/or Owner for the cost of the audit. The right of Agent and/or Owner to audit the books and records maintained by Contractor shall survive the expiration or termination of this Agreement. Contractor agrees that if work and materials to be furnished by Contractor hereunder are for a building in which an office of the United States of America as a tenant is located, and if this Agreement is for an amount exceeding \$2,500, Contractor shall permit the Controller General of the United States or any of his or her duly authorized representatives to have access to, and the right to examine any directly pertinent books, documents, papers and records pertaining to this Agreement until the expiration of three (3) years after final payment of any monies has been made pursuant to the provisions of this Agreement.

13. **COMPLIANCE WITH LAWS AND POLICIES** - Contractor shall at all times comply with all applicable federal, state and local laws, codes, ordinances, rules and legal requirements affecting the Services, as well as Agent's and Owner's directives, guidelines, procedures, rules, regulations and the like which are furnished to Contractor. This Agreement shall be construed, and the legal relationships between the parties shall be determined, in accordance with the laws of the state in which the Property is located. No rights or remedies available to either party under this Agreement or by operation of law are waived or modified unless expressly waived or modified by that party in writing.

14. **TRADEMARK AND PUBLICITY** - Contractor shall have no right to use either Agent's or Owner's trademark or trade name, the Property or any image thereof or to refer to this Agreement or the Services performed hereunder directly or indirectly in connection with any product, promotion, advertisement or publication, or the like, without Agent's or Owner's prior written approval, as appropriate, which approval may be withheld for any reason or for no reason.

15. **ETHICAL STANDARDS** - Contractor agrees that it will not make or confer, or offer to make or confer, any payment to or benefit upon any third party (including, without limitation, any government agency or instrumentality thereof) with the intent to influence the conduct of such third person regarding this Agreement or the business affairs of any of the parties to this Agreement or of the third party. Contractor shall not give or offer gifts or gratuities of any type, or offer trade discounts not available to the general public, to Agent's or Owner's employees or members of their families. Violation of this provision by anyone employed or retained by Contractor, or by Contractor itself, shall constitute a default under this Agreement by Contractor.

16. **PREVAILING PARTY** - In any action or proceeding commenced by any party against the other party in connection with this Agreement, the losing party shall reimburse the prevailing party for the reasonable attorneys' fees and disbursements incurred by the prevailing party in prosecuting or defending said action or proceeding.

17. **DEFINITION OF AGENT AND OWNER** - For purposes of this Agreement, any reference to Agent or Owner, except for defining the contracting parties, shall be deemed to include any shareholder, officer, director, principal, partner, beneficiary, subsidiary or Affiliate (hereinafter defined) of any of the foregoing, and their respective heirs, successors and assigns. The term "Affiliate" shall mean, with respect to a specified person, firm or corporation, a person, firm or corporation that directly or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, the person, firm or corporation specified. For purposes of this definition, "control" when used with respect to any specified person means the power to direct the management and policies of such person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise.

18. **LIMITATION ON LIABILITY** - No general or limited partner in or of Owner, whether direct or indirect, or any direct or indirect partners in such partners or any disclosed or undisclosed officers, shareholders, principals, directors, employees, members, partners, servants or agents of Owner shall be personally liable for the performance of Owner's obligations under this Agreement. The liability of Owner (including any assignee or successor of Owner) shall be limited to Owner's interest in the Property. In the event this contract is executed by Agent, Contractor acknowledges and agrees that Agent is executing this Contract "as agent for Owner" in its capacity as managing agent of the Property for Owner and that Agent shall have no liability or obligation to Contractor under this Agreement.

19. **INDEPENDENT CONTRACTOR** - Agent, as managing agent for, and on behalf of, Owner, or Owner hereby engages Contractor to perform, as an independent contractor, the Services set forth in this Agreement. Nothing contained herein shall be deemed or construed to create any association, partnership, joint venture or relationship of principal and agent or master and servant or employer and employee between the parties hereto or any affiliates or subsidiaries thereof, or to provide either party with the right, power or authority whether expressed or implied, to create any duty or obligation on behalf of the other party.

20. **TERMINATION**

(a) Agent and Owner shall each have the right, in their sole and absolute discretion and without payment of any penalty, to terminate this Agreement in whole or in part upon twenty four (24) hours prior written notice to Contractor.

(b) If Contractor shall default in the performance of any of its obligations under this Agreement, then, Agent and Owner shall each have the right, without payment of any penalty, to terminate this Agreement in whole or in part immediately upon written notice to Contractor.

(c) If a receiver, liquidator or trustee for Contractor shall be appointed by court order; or a petition shall be filed against Contractor under any bankruptcy, reorganization or insolvency law; or Contractor shall file a petition in voluntary bankruptcy or shall request reorganization under any provision of voluntary bankruptcy, reorganization or insolvency laws; or if Contractor shall make an assignment for the benefit of creditors, then this entire Agreement shall immediately terminate upon the happening of any such event.

INDEMNIFICATION - Contractor shall, to the fullest extent permitted by law, indemnify and hold harmless Agent and Owner and their respective subsidiaries, affiliates, shareholders, directors, officers, partners and employees from and against any and all liability, claims and demands on account of damage to any property or injury to persons including death resulting therefrom, losses, damages, expenses (including attorneys' fees and investigation costs), payments, recoveries and judgments in connection therewith arising out of or caused in any manner by the acts or omissions of Contractor, its employees, agents or subcontractors or the performance or failure to perform any Services under this Agreement or the breach of any representation or warranty, or any provision or obligation, set forth herein by Contractor, or Contractor's employees or agents or subcontractors. Contractor shall, at its own expense, defend any and all actions brought against Agent or Owner based upon any of the foregoing and shall pay all attorneys' fees and all other expenses, and promptly discharge any judgments, settlements or compromises arising therefrom. Contractor's liability under this paragraph shall survive the expiration or termination of this Agreement, but this shall not be construed to mean that Contractor's liability does not survive as to other provisions of this Agreement.

21. **COMPENSATION**

(a) In consideration for all of the Services to be rendered by Contractor hereunder, Agent, on behalf of Owner, agrees to pay to Contractor, subject to the provisions of this Agreement, the compensation set forth on the cover page hereof or any Schedule referred to thereon.

(b) Payment for services performed shall be made upon presentation of invoice and any additional paper work required by Agent.

(c) Contractor agrees that Agent is acting only as an agent of Owner and Contractor will look solely to Owner for any and all obligations or payments due or which may become due to Contractor under this Agreement. If at any time Agent is legally held to be an independent contractor of, rather than an Agent for, Owner, Contractor agrees that it will not be paid until and unless Owner furnishes funds specifically designated for payment of the obligations due or to become due to Contractor.

22. **SERVICES GUARANTEE** - Contractor agrees to perform all Services in a good, timely and workerlike manner acceptable to Agent and Owner. Contractor unconditionally guarantees all materials, equipment and labor provided under this Agreement for one (1) year after date of final payment to Contractor hereunder or the date of final acceptance of the Services, whichever date is later and shall repair or replace within said period, at its sole cost and expense, any labor, materials or equipment provided or furnished under this Agreement that is damaged, defective or not satisfactory. Contractor shall make or commence to make, within three (3) days of its receipt of written notice from Agent or Owner during the guaranty period, any and all repairs or replacements, without cost to and to the satisfaction of Agent or Owner. If Agent or Owner determine that an emergency exists which requires more immediate action than Contractor is able to provide, Agent or Owner may, without sending any notice to Contractor, perform or cause to be performed such repairs or replacements that Contractor is required to make pursuant to this provision, in which event Contractor shall compensate Owner for the cost thereof not later than ten (10) business days after receipt of written demand therefor. Any repairs or replacements that Contractor is required to make pursuant to this provision shall be prosecuted to completion by

Contractor even if such repairs or replacements may not be completed until after the expiration of the guaranty period. The obligations of Contractor to make repairs or replacements under this provision shall not be satisfied, unless the Owner so elects, by the payment of money to the Owner. If Agent or Owner determine in their sole and absolute discretion that any labor furnished or materials or equipment installed under this Agreement are inherently defective, thus being incapable of repair, then Contractor shall, upon notification by Agent or Owner of such a determination, provide a replacement for said labor, materials or equipment. In the event that Contractor fails to comply with this provision, the Owner may, in addition to exercising all other legal and equitable remedies it may have, (1) deduct from any payment due or thereafter to become due to Contractor under this Agreement, the amount of damage, cost or expense caused by said failure by the Contractor, and (2) perform or cause to be performed any needed repairs and replacements, in which event Contractor shall compensate the Owner for the cost thereof. The foregoing Guarantee is in addition and supplementary to any other guarantee which may be provided by Contractor. Warranties and guarantees issued by manufacturers of materials or equipment furnished by Contractor under this Agreement shall not in any way serve to limit the obligations of Contractor under this provision. Notwithstanding the foregoing sentence, any such warranties or guarantees shall inure to the benefit of Agent and Owner, their successors and assigns, and Contractor shall, to the extent possible, assign such warranties and guarantees to Owner.

23. **ACTS BEYOND REASONABLE CONTROL** - No party shall be considered in default of any of its obligations under this Agreement to the extent that performance thereof is delayed or rendered impossible by acts of God, war, civil commotion, governmental action, fire, storm, flood, explosion, strikes, walkouts, or other industrial disturbances, or any other causes of any nature which is beyond its reasonable control

24. **ENTIRE AGREEMENT** - This Agreement and any Schedules, proposals or management summaries attached hereto, shall constitute the entire understanding between the parties with respect to the subject matter hereof and all prior representations or agreements, whether written or oral, are merged herein. This Agreement shall not be varied by an oral agreement or representation or by anything other than an instrument in writing of a subsequent date hereto, executed by both parties by their duly authorized representatives.

25. **DIVISIBILITY** - In the event any provision of this Agreement is held to be illegal or unlawful, then the same shall be struck here from and all other provisions shall remain valid and in full effect.

26. **ASSIGNMENT BY AGENT OR OWNER** - Agent and Owner shall each have the right in their sole and absolute discretion to assign their rights and obligations under this Agreement to any other party. If the Property is at any time sold or otherwise conveyed to a new owner, or if Agent ceases to be the representative of Owner, Contractor agrees that this Agreement shall be deemed automatically assigned to the new owner or the new representative of Owner (as the facts may dictate) and Contractor agrees that it will be paid only from funds furnished by Owner or the new owner for obligations then due or which thereafter become due to Contractor under the Agreement. Notwithstanding the foregoing, Owner may elect by giving prior written notice to Contractor, to terminate this Agreement effective as of the date that such sale is completed or effective as of the date that Agent ceases to be the representative of Owner, in which event this Agreement shall, except as otherwise provided herein, be of no further force or effect. In addition to the foregoing it is understood and agreed that if this Agreement is assigned to Owner or a purchaser of the Property, then from and after the date of such assignment Agent shall be released and discharged from any and all liability under this Agreement arising after the date of such assignment, and Owner (in the event of an assignment to it) or the purchaser of the Property (in the event of an assignment to it) shall be responsible for any and all such liability under this Agreement arising after the date of such assignment, and Contractor will not assert any prior default of Agent under this Agreement as a defense to the performance by Contractor of its obligations under this Agreement.

27. **CONTROLLING PROVISIONS** - If there is any inconsistency between the terms of any of the paragraphs of this Agreement and the terms of any Schedule annexed hereto, the terms of this Agreement shall control.

28. **NO THIRD PARTIES BENEFITED** - Nothing contained in this Agreement, either expressed or implied, is intended or should be construed to confer upon or give any person or entity, other than Agent, Owner or Contractor, or, subject to the terms of this Agreement, their successors and assigns, any rights or remedies under or by reason of this Agreement.

29. **NOTICES** - All notices and correspondence required to be given to Agent or Owner or Contractor hereunder shall be addressed as set forth on the cover page to the attention of the person indicated, if any. Any party may designate a different address for the service of notices by notice given in accordance with this Paragraph.

Any and all notices required or which either party herein may desire to give to the other shall be made in writing and shall be given by certified or registered mail, postage prepaid, return receipt requested, or by recognized overnight courier, such as Federal Express or Airborne Express, and shall be deemed to be given on the third business day following the date of posting in a United States Post Office or branch post office or one business day after delivery to the overnight courier, and shall be addressed as set forth above.

30. **INSURANCE** -

(a) Contractor shall, throughout the duration of this Agreement, at its expense, carry and from time to time renew, the following insurance, as attached in Schedule "B":

(i) Workers Compensation Insurance in statutory amounts;

(ii) Employer's Liability Insurance in the minimum amount of \$1,000,000.00;

(iii) Commercial General Liability Insurance: Insurance to protect against claims for bodily injury and property damage arising out of premises operations, products, and completed operations; and advertising and personal injury liability. Completed Operations shall be maintained for at least two (2) years following project completion, or as noted below.

General Aggregate (Per Project) \$2,000,000.

Products/Completed Operations \$2,000,000.

Each Occurrence \$1,000,000.

(iv) Commercial Automobile Liability Insurance: Coverage to include contractual liability insurance covering all owned, non-owned and hired automobiles. Combined Single Limit (each accident) \$500,000.

(vi) Workers Compensation, if required by the State where the Property is located;

(vii) In the event that Contractor is to park motor vehicles as part of the Services herein, Garage Keepers Legal Liability Insurance in an amount of not less than \$1,000,000, which insurance may be subject to a deductible provision not to exceed \$250 per occurrence;

(ix) Umbrella/Excess Liability Insurance in the minimum amount of \$1,000,000 combined single limit covering both Bodily Injury and Property Damage to be provided over the primary general liability, auto liability (including garage liability if applicable) and employer's liability.

All such insurance shall be issued by Companies licensed to do business in the state where the Property is located, having a Best's rating of not less than A-VIII, and otherwise satisfactory to Owner. All of such policies shall be on an "occurrence basis" and Agent and Owner and all mortgagees of Owner shall be named as primary non-contributing additional insured under Contractor's General Liability (including completed operations), Automobile Liability and Excess Liability insurance policies and include a waiver of subrogation where allowable by law. Certificates in customary form, evidencing that premiums for the foregoing insurance have been paid, shall be delivered by Contractor to Agent simultaneously with Contractor's execution of this Agreement and prior to Contractor performing any Services hereunder. Within thirty (30) days prior to expiration of such insurance similar updated certificates shall be delivered by Contractor to Agent evidencing the renewal of such insurance, together with evidence satisfactory to Agent of the payment of the premium. Policies shall be endorsed to provide Agent 30 days' notice of cancellation or non-renewal. All policies required above shall contain no exclusions for work expressly within the Contractor's scope of work.

(b) Contractor shall procure an appropriate clause in, or endorsement on, each of its policies for fire or extended coverage insurance and on all other forms of property damage insurance covering the Contractor's personal property, materials or equipment whereby the insurer waives subrogation or consents to a waiver of the right of recovery against Agent and Owner, and having obtained such waiver of subrogation or waiver of the right of recovery, Contractor hereby agrees that it will not make any claim against or seek to recover from Agent or Owner for any loss or damage to property of the type covered by such insurance.

(c) Contractor agrees that the provisions set forth in this Paragraph 35 shall be imposed upon, assumed and performed by each of its subcontractors, if any.

(d) Contractor shall have the right to satisfy the insurance required by this Section by means of blanket insurance policy (ies), provided that no other loss which may also be insured by the blanket insurance shall affect the insurance coverage required hereunder and further provided that Contractor delivers to Agent/Owner a certificate specifically stating that such coverage apply to Agent, Owner, all mortgagees of Owner and the Premises. All self-insured retentions and deductible amounts shall be subject to Agent/Owner's prior written approval. Any and all deductibles or coinsurance in the above described policies or inadequacy of limits for insurance carried by Contractor shall be primary and non-contributing, as allowed by law, in the event of any loss or damage with any insurance required to be maintained by Contractor under the terms of this Service Contract. Agent/Owner reserves the right to request and receive for review certified copies of any and all insurance policies to which the Contract is applicable. The required coverage and or limits referred to and set forth herein shall in no way affect or limit the Contractors' liability with respect to its performance.

32. **CONFIDENTIALITY OF OWNER'S RECORDS**

(a) Contractor acknowledges that all information disclosed by Owner or Agent to Contractor for purposes of performing the Services, or which come to the attention of Contractor during the course of performing such Services, constitutes a valuable asset of and is proprietary to Owner and/or Agent. Contractor also acknowledges that Owner, as a party in the business community, may have fiduciary responsibilities to its tenants or customers to keep their records confidential and proprietary. Contractor shall not disclose said information or knowingly permit its employees, officers or agents to disclose said information, to any non-employee of Contractor or to any employee of Contractor not having a specific need-to-know in performing the Services authorized by Agent and Owner. Additionally, Contractor agrees that all designs, plans, reports, specifications, drawings, inventions, processes and other information or items produced by Contractor for purposes of performing the Services, will be assigned to Owner as the sole and exclusive property of Owner and Owner's assigns, nominees and successors.

(b) Contractor further agrees to instruct its employees, officers and agents not to sell, lease, assign, transfer or reveal to any organization, company or individual any of said information whether oral or written, without the prior written consent of Agent, and agrees to take all reasonable steps necessary to ensure fulfillment of this obligation.

(c) In the event that a subpoena or other legal process is served upon Contractor that in any way concerns information disclosed by Owner or Agent to Contractor, Contractor agrees to notify Agent immediately upon receipt of such subpoena or other legal process and will cooperate with Agent and/or Owner, at Owner's or Agent's expense, in any lawful effort by Owner and/or Agent to contest the legal validity of such subpoena or other legal process. This Article 36 shall survive the termination of this Agreement.

SCHEDULE "A"
Description of Services



Goats On The Go® KCMO
18750 County Rd W
Smithville MO 64089
607-220-4703
stormdancerfarm@gmail.com
www.goatsonthegokcmo.com

QUOTE

ADDRESS

Harbor Lake Management Board
c/o Jane Crampton
1400 NE 196th Ct
Smithville MO 64089

PROJECT #2134

DATE 10/09/2021

ITEM

AMOUNT

Targeted Grazing Services

Description: grazing mixed brush and weeds along asphalt trails in neighborhood. Moderate to high brush and weed density; easy to moderate difficulty setup. Fence to be installed as far back from paths as possible to discourage people/dogs touching the fence; Margaret/GOTG will install warning signs and Harbor Lake personnel will communicate with residents. Water to come from lake when feasible (area B), or from residential hydrants (all other areas).

Various sections of property may be grazed individually (see map next page and price list below) or in combinations (further down page).

| | |
|---------------------------|-----------|
| A: West meadow: 0.45 ac | \$500.00 |
| B: Lake edge: 1.10 ac | \$1500.00 |
| C: West triangle: 0.40 ac | \$500.00 |
| DE: North meadow: 0.35 ac | \$600.00 |
| F: East meadow: 1.30 ac | \$1500.00 |

Combinations/Simple Options:

| |
|----------------------|
| AB: \$900.00 |
| ABC: \$2300.00 |
| ABCDE: \$2800.00 |
| ABCF: \$3700.00 |
| All areas: \$4500.00 |

Delivery/setup fee: waived

Jane Crampton

\$0.00

TOTAL

TBD

Quotes are valid for 60 days from the date listed.
I accept and agree to pay for the services described in this quote.
I understand and agree to the statements made in the WHAT TO EXPECT document attached.
Receipt of deposit payment indicates agreement to details of this quote and the WHAT TO EXPECT document.



An aerial photograph of a residential neighborhood with several streets and six labeled parcels. The streets shown are NE 16th St, NE 17th St, NE 18th St, NE 19th St, and NE 20th St. The parcels are labeled A through F. Parcel A is a small, irregularly shaped lot. Parcel B is a larger, irregularly shaped lot. Parcel C is a large, irregularly shaped lot. Parcel D is a small, irregularly shaped lot. Parcel E is a small, irregularly shaped lot. Parcel F is a large, irregularly shaped lot. The map shows a mix of residential lots, some of which are wooded, and some that are developed with houses. The streets are paved and have white lines. The overall layout is a grid-like pattern with some variations in lot sizes and shapes.



Goats On The Go® KCMO
18750 County Rd W
Smithville MO 64089
607-220-4703
stormdancerfarm@gmail.com
www.goatsonthego.com/chamas

Thank you for your interest in targeted grazing services from Goats On The Go® KCMO!

It is important that you understand the information below before we arrive at your site. Please contact us if you have questions or would like further clarification.

Terms and Expectations:

- Goats On The Go® KCMO will provide the following while grazing livestock are on-site:
 - Provision and installation of portable electric fencing and fence energizers.
 - Monitoring of the progress of the grazing project and movement of fences as necessary to achieve customers' stated goals.
 - Provision for the physical needs of livestock.
- Your quote applies to a level of service adequate to significantly reduce the volume and density of targeted vegetation, but not to completely and permanently eliminate it.
 - We primarily use goats in targeted grazing services, but may include sheep, depending on site demands. We will determine the appropriate number and type of livestock to place on the site in order to complete the project in a timely manner.
 - Livestock will eat plants that are not necessarily targeted. You should notify us if there are plants in the area that you would like to preserve.
 - By accepting a quote or offer for targeted grazing service, you certify that no chemical fertilizers, herbicides, or pesticides have been applied to the area to be grazed within 90 days prior to grazing.
- Regulations on the use of livestock for targeted grazing vary by jurisdiction. We will contact local government to ensure that we are legally allowed to operate on your property.
 - You are responsible for contacting and obtaining any necessary permissions from Homeowners' Associations or other regulatory/monitoring groups, and for notifying neighbors.
 - You are responsible for accurately delineating your property boundaries and ensuring that our services are limited to your property.
- The fence conducts periodic pulses of electricity to contain the livestock and keep predators, including domestic pets, out. People and pets should not touch it.
 - You are responsible for restraining your pets and for informing neighbors to restrain their pets, and for informing those who may enter your property about the presence of the electric fence.
 - We provide precautionary signage along road fronts, in high-foot-traffic areas, or upon request.
- We manage our herd for a high level of overall health and hardiness. However, there are microorganisms common in the environment that can cause disease in livestock. Because most properties in the Midwest held livestock at some point, and because some of the problem organisms can be carried by whitetail deer, it is impossible to guarantee against them. Just as we cannot guarantee that our animals will not pick up some of these organisms from your property, we also cannot guarantee that they won't transmit some to your property. Please contact us if you would like more detail.
- We require 24-hour access to the animals while on-site in case of emergency.
 - You are responsible for reporting any issues with the project immediately to Margaret (607-220-4703); including down or damaged fences, issues with the fence unit, sick or injured goats, or escaped goats.
 - We reserve the right to remove animals if concerns arise over the safety and security of the project.
- While we do our best to accommodate scheduling preferences, we do not guarantee that the goats will be on your property at specific times. Contact us if you would like to request specific dates.
 - Grazing will be scheduled upon payment of a nonrefundable deposit (\$50 for one-day projects, \$100 for others). The remainder will be due upon completion of the project.
 - Please notify us immediately if you no longer wish to have grazing services or wish to postpone. We will do our best to accommodate.



**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.

**FIRST AMENDED 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 _____, 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.

These First Amended Bylaws adopted by the Board of Directors of Harbor Lakes
Homes Association, Inc. by a majority affirmative vote at a board meeting held on the
7th day of December, 2017.

Paul E Meers
Paul E Meers
Paul Meers, President

ATTEST:

Cory Booth, Secretary



Neighborhood Beautification Grant Application City of Smithville, MO

Applicant Information

Neighborhood or Homeowners' Association Name: Harborview HOA **Date:** 3/31/22

Address: 405 Marina Drive
Street Address
Smithville, MO 64089

City **State** **ZIP Code**

Phone: 816-289-1749 **Email:** newharborviewbod@gmail.com

Contact Person: Terry Snyder **Title:** President

Project Title: 2022 Harborview Beautification Project

Brief Description of the proposed Project:

We propose to install a connector trail from Lakeview Drive, South to the Corps of Engineer's land, remove overgrown brush and trees along greenspaces, trim up trees identified by our arborist, plant 40+ new trees, and install pet waste stations throughout the neighborhood.

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: | \$15,400 |
| Grantee Cash Contribution: | \$5,920 |
| Grantee In-Kind Contribution: | \$2,280 |
| Grant Amount Requested: | \$8,200 |

Project Information – Please attach additional documentation if needed

Expected Project Start Date 4/15/22 **Expected Completion Date** 6/27/22

Description of how this project will enhance the neighborhood:

Through the previous decades, we have lost a lot of trees in our greenspaces. We are looking to clean up those greenspaces, take care of the trees that are there, and add to their number with 40+ new trees to be planted. Our connector trail will allow our neighbors to walk to the adjoining Corps of Engineer's trail without having to walk through mud, and brush. Our pet waste stations will ensure that pet waste is not an issue on our sidewalks.

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

Our projects call for 114 hours of labor, to be provided by volunteers within the neighborhood. We will be working in tandem with our arborist and contractor during the connector trail installation.

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

Pet waste stations will be added to our annual budget for supplies, as well as a weekly stocking/cleaning route to ensure that pet waste doesn't linger. Our connector trail will added to our annual facilities review.

Required Attachment Checklist

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

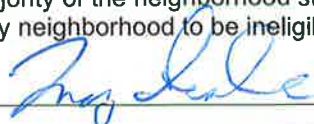
- ☐ **A detailed Project Budget shown through a completed Attachment A (Example Included)**
- ☐ **Photos of the proposed project area**
- ☐ **Plan or map showing the location of the project and projected improvements**
- ☐ **At least three estimates for all work**
- ☐ **Letter of authorization from any 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:

3-31-22

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: |
| Sam the Concrete Man | Connector Trail | -\$6,600 \$7685 |
| Urban Tree | Tree trimming/removal | \$2,625 |
| Global Industrial | Pet Waste Stations | \$2,400 |
| Lowes/Home Depot | Trees, rental equipment | \$3,775 |
| | | |
| | | |
| | | |
| | | |
| Total Project Cost | | \$15,400 \$16,485 |

| 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: |
| Harborview HOA | Cash | \$5,420 |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| Total Cash Contribution | | \$5,420 |

| 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: |
| Harborview HOA | Labor | \$2,280 |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| Total In-Kind Contribution | | \$2,280 |

| | |
|--|------------------------------|
| Total Project Cost | \$15,400 \$16,485 |
| Total Cash Contribution | \$5,420 |
| Total In-Kind Contribution | \$2,280 |
| Total Grant Amount Requested from the NBG Program | \$7,700 \$8,242.50 |

Harborview HOA Board of Directors

| Name | Position | Term |
|----------------|-----------------|-------|
| ===== | ===== | ===== |
| Terry Snyder | President | 2024 |
| Phil Smith | Vice President | 2025 |
| Bailey Meyer | Treasurer | 2023 |
| Dwayne Smith | Secretary | 2023 |
| Barb Parkerson | Member at Large | 2025 |

EXPIRED PROPOSAL

Sam The Concrete Man - Kansas City
6320 Brookside Plaza
Suite 189
Kansas City, MO 64113
(913) 215-9585



<https://kansas-city.samtheconcreteman.com/>

Billing/Service Address

Todd Johnson
301 Lakeview Dr
Smithville, MO 64089
(913) 424-6701 (Mobile)
newharborviewbod@gmail.com

| | |
|-------|----------------|
| Date | March 25, 2022 |
| Total | \$7,685.00 |

This proposal expired on 4/24/2022

Prepared by Nick Maassen (nmaassen@samtheconcreteman.com)

This proposal contains 1 option. Be sure to click the checkboxes below for the options you want to include.

LOCALLY OWNED AND OPERATED

| Item | Description | Amount |
|-------------------|---|------------|
| Estimate | Sidewalk Installation -Remove and dispose of yard waste where new concrete is to be poured. - Install approximately 4' x 118' sidewalk. | \$7,685.00 |
| Included Services | <ul style="list-style-type: none">Remove and dispose of the existing concrete up to 4" thick with wire mesh reinforcement. Any additional thickness or reinforcement may incur additional charges.Compact the subgrade with a mechanical compactor as required.Install and compact rock base material or select fill as needed to reach the proper grade. | |

| | | |
|--|--|------------|
| | <ul style="list-style-type: none">• The driveway will be 4" of 4,000-psi a/e concrete reinforced with 3/8" rebar every 36" each way depending on vehicle traffic.• Expansion joints will be installed as needed.• A brushed finish will be applied.• Control joints will be installed as needed. Sections not to exceed 10' each way unless specified otherwise.• Backfill the edges of the new concrete with fill dirt and recycled dirt on site. Does not include re-grading of current landscape to meet new concrete grade.• Clean up daily and at the job completion.• If permits are required, all required costs will be added to the proposal at cost plus an additional \$50.00 charge. | |
| | Base | \$7,685.00 |
| | Subtotal | \$7,685.00 |
| | Tax | \$0.00 |
| | Total | \$7,685.00 |

Notifications Text message to (913) 424-6701

T E R M S A N D C O N D I T I O N S

For Warranty Information-Click here

Concrete is a natural material and therefore textures and color are affected by factors beyond our control. New concrete should not be expected to match existing work or samples provided. Work is guaranteed to be as specified herein and will be completed in a workmanlike manner per industry-standard practices. Changes to this contract requested by Customer is to be made to the owner may become an extra charge over and above the proposed amount. Notice of any initial installation defects must be made within five days of job completion. Payment: A deposit of 50% of total job is due at the start of work with balance due at job completion. Acceptable forms of payment include cash, check, or money order. This proposal is subject to acceptance within 30 days and may be void thereafter at the discretion of Local Owner. Cancellation Policy: In the event of cancellation by the client, Local Owner shall be entitled to retain 10% of the contract amount or actual damages, whichever is greater. If Local Owner cancels the contract before work begins, Customer shall be entitled to a refund any deposit paid.

(a) NJM Properties LLC "Local Owner" is a franchisee of SAMCO, LLC d/b/a Sam the Concrete Man ("Franchisor"). The only relationship between Franchisor and Local Owner is that of independent contractor operating its business pursuant to a license from Franchisor, that the business conducted

by Local Owner is completely separate and apart from any business that may be operated by Franchisor. This Agreement does not create a fiduciary relationship between them or constitute either party as agent, legal representative, subsidiary, joint venturer, partner, employee, servant or fiduciary of the other party for any purpose whatsoever. Local Owner is not an affiliate of Franchisor and does not have authority to act for Franchisor in any manner and cannot create any obligations or indebtedness that would be binding upon the Franchisor. Customer agrees and acknowledges that Franchisor is not in any way responsible for any acts and/or omissions of Local Owner, its agents, servants or employees.

(b) Sole Remedy: Customer's sole remedy for any defective work is described in the attached Limited Warranty incorporated into this Agreement for all purposes as Attachment "A". Customer waives any right to incidental or consequential damages, including but not limited to, sprinkler heads, water lines or other buried lines that are within close proximity to the project. (c) Force Majeure: Local Owner shall not be responsible for any delay, liability, loss or damage due to any failure to perform under this Agreement, due to strikes, inability to obtain transportation, Acts of God, inclement weather, fire, floods, storms, disease, or any causes beyond Local Owner's reasonable control, nor shall Local Owner be responsible for failure of delivery or delay due to federal, state or other governmental statute, regulation or authority. (d) Authority: You represent that you have the authority to contract for the work and are responsible for payment for the work. You represent that you are the owner or authorized agent of the owner of the property where the work is being performed. You agree to indemnify and hold harmless Local Owner for any liability of Local Owner for unauthorized work if you are in breach of this provision. (e) Changes: Changes to this contract must be requested in writing to Local Owner and may become an extra charge over and above the proposed amount. (f) Statute of Limitations: The statute of limitations for filing a claim under this Agreement is 1 year from date of discovery of any breach of this agreement. (g) Governing Law and Venue: This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Missouri, without reference to its choice of laws principles. The parties: (i) agree that any suit, action or legal proceeding arising out of or relating to this Agreement shall be brought in the courts located in the county in which the work is performed; (ii) consents to the exclusive jurisdiction of each such court in any suit, action or proceeding; (iii) waives any objection which it may have to the laying of venue of any such suit, action or proceeding in any of such courts. If any provision of this Agreement is void, illegal or unenforceable by law, the remaining terms shall be valid and enforceable. This Agreement is between you and Local Owner.

I agree to be bound by this Agreement.



Harborview HOA
Jennifer Pease
405 Marina Dr
Smithville, MO 64089

Proposal Date: 11/2/2021

Work Site: 405 Marina Dr
Smithville, MO 64089

Proposed By: Nicholas Goergen

Ad Source: Referral
:
816-592-9704

| Qty | Plant | Location | | Cost |
|-----|-------------|-------------|---|----------|
| 1 | Oak (Pin) | South | 1) Crown raise to approx 12 ft - Remove deadwood 1-2 inch and greater - Slight thinning - Remove broken and hangers | \$400.00 |
| 1 | Magnolia | South | 2) unsustainable, overplanted - Remove to ground level, machine grind the stump and remove stump-grinding debris to approximately soil grade | \$200.00 |
| 1 | Spruce | South | 3) Remove volunteers growing under tree and treat to not grow back | \$75.00 |
| 1 | Crabapple | South | 4) Maintenance Prune - Weight reduction throughout as recommended - Crown raise to approx 6 ft | \$75.00 |
| 1 | Maple (Red) | South | 5) Maintenance Prune - Single Stem Development - Crown raise to approx 6-7 ft | \$150.00 |
| 1 | Stump(s) | South | 6) Machine grind below ground level and remove stump-grinding debris to approximately soil grade | \$100.00 |
| 1 | Oak (Pin) | Center | 7) Crown raise to balance - Remove low deadwood | \$150.00 |
| 1 | Pear | East center | 8) unsustainable, extremely poor structure - Remove to ground level, machine grind the stump and remove stump-grinding debris to approximately soil grade | \$500.00 |
| | | | Replacement - Sugar maple | |
| 1 | Crabapple | East center | 9) Maintenance Prune - Weight reduction throughout as recommended - Crown raise to approx 6 ft | \$75.00 |
| 1 | Pear | East center | 10) Remove to ground level, machine grind the stump and remove stump-grinding debris to approximately soil grade = \$200.00 | \$0.00 |
| | | | * This tree is currently fine, but has been dubbed a noxious weed and is prone to storm damage. This should be replaced with a sustainable tree, such as Sugar maple. | |
| 1 | Ash | East center | 11) Suckered out stump - Remove to ground level, machine grind the stump and remove stump-grinding debris to approximately soil grade | \$50.00 |



816.214.8327 • www.urbantreekc.com • PO Box 901422 • Kansas City, MO 64190



| | | | | |
|--|----------------|----|--|----------|
| 1 | Pear | NW | 12) Poor structure, shading desirable oak - Remove to ground level, machine grind the stump and remove stump-grinding debris to approximately soil grade | \$300.00 |
| DO NOT replace tree. Let the Swamp White oak become dominant. This area should not have another tree. | | | | |
| 1 | Oak (swamp whi | NW | 13) Maintenance Prune - Single Stem Development - Crown raise to approx 5-6 ft | \$50.00 |
| 1 | Maple (Red) | NW | 14) Maintenance Prune - Weight reduction throughout as recommended - Crown raise to approx 8 ft | \$150.00 |
| 1 | Pear | NE | 15) larger of 2 - Remove to ground level, machine grind the stump and remove stump-grinding debris to approximately soil grade = \$300.00 | \$0.00 |
| This should be removed and replaced for the same reason as the other pears. This tree was definitely damaged by the sidewalk replacement, and it's a good time to go. | | | | |
| This area should have one tree, centered on each side. I would plant these as Prairie Fire crabapple, which is a cultivar of our native, is very resistant to insect and disease issues, and will thrive in this spot. Much lower maintenance, and very sustainable. | | | | |
| 1 | Pear | NE | 16) Same reason - Remove to ground level, machine grind the stump and remove stump-grinding debris to approximately soil grade = \$75.00 | \$0.00 |
| 1 | Pear | NE | 17) Remove to ground level, machine grind the stump and remove stump-grinding debris to approximately soil grade | \$350.00 |
| * Same reasons as above, plus this tree has substantial die out from Fireblight. Treatments are costly and not very affective. Remove and replace. | | | | |

Subtotal: \$2,625.00

Tax: \$0.00

Total: \$2,625.00





Terms and Conditions

It is agreed by and between Urban Tree Specialists LLC and the authorizing party (customer and/or customer's agent) that the following provisions are made as part of this contract:

Insurance by Contractor: Urban Tree Specialists LLC warrants that it is insured for liability resulting from injury to person(s) or property and that all employees are covered by Workers' Compensation as required by law. Certificates of coverage are available upon request.

Cancellation Fee: Urban Tree Specialists LLC kindly requests that the authorizing party provide at least 24 hours advance notice of any full or partial work cancellation. If a crew has been dispatched to the job site, the customer will be assessed a mobilization fee of \$150.00 for incurred expenses.

Completion of Contract: Urban Tree Specialists LLC agrees to do its best to meet any agreed upon performance dates, but shall not be liable in damages or otherwise for delays because of inclement weather, labor, or any other cause beyond its control; nor shall the customer be relieved of compensation for delays.

Tree Ownership: The authorizing party warrants that all trees listed are located on the customer's property, and, if not, that the authorizing party has received full permission from the owner to allow Urban Tree Specialists LLC to perform the specified work. Should any tree be mistakenly identified as to ownership, the customer agrees to indemnify Urban Tree Specialists LLC for any damages or costs incurred from the result thereof.

Safety: Urban Tree Specialists LLC warrants that all arboricultural operations will follow the latest version of the ANSI Z133.1 Tree Care industry safety standards. The authorizing party agrees to not enter the work area during arboricultural operations unless authorized by the crew leader on-site.

All Work to Conform to ANSI A300 Tree Care Management Standards for the arboricultural Industry unless otherwise specified in this proposal.

Stump Removal: Unless specified in the proposal, stump removal is not included in the price quoted. Grindings from stump removal will be removed to approximately soil grade unless specified otherwise. Surface and subsurface roots beyond the stump are not removed unless specified in this proposal. Urban Tree Specialists LLC is not responsible for damages to underground sprinklers, drain lines, invisible fences or underground cables unless the system(s) are adequately and accurately mapped by the authorizing party and a copy is presented before or at the time the work is performed.

Concealed Contingencies: Any additional work or equipment required to complete the work, caused by the authorizing party's failure to make known or caused



816.214.8327 • www.urbantreekc.com • PO Box 901422 • Kansas City, MO 64190



Search keyword or part number



Account

Reorder

\$2,166.70 (42)

CATEGORIES



CLEARANCE

NEW ARRIVALS

KNOWLEDGE CENTER

PUBLIC SECTOR



TRACK ORDER

CONTACT US



CHAT

1.888.978.7769

Shopping Cart

Email Cart Print Cart



Global Industrial™ Pet Waste Plastic Bags With Tie-Handles, Green, 400 Bags/Roll
T9F6S5798

\$9.90

▼ 24 ▼



Add-ons

Delivery to 64089: Expected delivery on or before Mon, Apr 04 with standard shipping.

Subtotal (42 Items)
\$2,156.70

[Calculate shipping](#) ▶

64089

Ship Method: GROUND

Item(s): \$2,156.70

Shipping: \$221.99

Total does not include tax

Total: \$2,378.69



Global Industrial™ Heavy Duty Black Trash Liners, 1.5 Mil, 13 Gallon, 50/Box
T9F6S5813

▼ 12 ▼



Add-ons

Delivery to 64089: Expected delivery on or before Mon, Apr 04 with standard shipping.

Have a promo code?

[Apply](#)

[Delete](#)

[Keep for Later](#)



Global Industrial™ Steel Pet Waste Station With Tie-Handle Waste Bags, Green
T9F6S5796

▼ 6 ▼



Add-ons

Delivery to 64089: Expected delivery on or before Tue, Apr 05 with standard shipping.

CHECKOUT

Check out with **PayPal**

[Delete](#)

[Keep for Later](#)

Platinum Paving And Concrete
104 Belmont Blvd
Kansas City, MO 64123
(816) 702-0013
Platinumpavingkc@gmail.com
www.platinumpavingkc.com



Estimate 3762

ADDRESS

Harborview BOD

DATE
02/01/2022

TOTAL
\$15,600.00

EXPIRATION
DATE
03/01/2022

| ACTIVITY | DESCRIPTION |
|------------------------|--|
| Project address | 301 Lakeview Dr |
| EARTH EXCAVATION | Earth Excavation: Strip grass and excavate dirt/subgrade approximately 0" deep. Does not include big rock excavation. All Labor, Equipment and Materials are included for this scope of work. Approximately: 115 Square yards |
| ASPHALT PAVING OVERLAY | Asphalt Paving Overlay: Install asphaltic concrete approximately 4" thick in a single lift and roll for compaction as per specifications over existing parking lot and or roads. All Labor, Equipment and Materials are included for this scope of work. Approximately: 1035 Square Feet, 1 @ \$15,600.00 |
| NOTICE TO OWNER | NOTICE TO OWNER FAILURE OF THIS CONTRACTOR TO PAY THOSE PERSONS SUPPLYING MATERIAL OR SERVICES TO COMPLETE THIS CONTRACT CAN RESULT IN THE FILING OF A MECHANIC'S LIEN ON THE PROPERTY WHICH IS THE SUBJECT OF THIS CONTRACT PURSUANT TO CHAPTER 429, RSMO. TO AVOID THIS RESULT YOU MAY ASK THIS CONTRACTOR FOR "LIEN WAIVERS" FROM ALL PERSONS SUPPLYING MATERIAL OR SERVICES FOR THE WORK DESCRIBED IN THIS CONTRACT. FAILURE TO SECURE LIEN WAIVERS MAY RESULT IN YOUR PAYING FOR LABOR AND MATERIAL TWICE. |

Thank you have a great day!

| ACTIVITY | DESCRIPTION |
|---|---|
| NOTE TO OWNER | <p>Note to Owner: The owner/property representative is responsible for all tow charges to remove vehicles left in the work area during the scheduled date. All Irrigation systems must be turned off 24-36 hours before scheduled work and 24-36 hours after.</p> <p>Notes & Exclusions: Excludes obtaining & furnishing any/all permits Excludes KCMMB concrete mix designs Excludes removal of irrigation lines and heads Excludes finish grading, topsoil, backfilling, & all landscaping Excludes sub-base stabilization/undercutting of unsuitable soils Excludes all bollards & signage Excludes manhole lid adjustments Excludes engineered traffic control Contractor to establish property lines, easements & as needed survey staking to layout from Contractor to be responsible for any demolition & haul off that doesn't pertain to the above scope of work Excludes relocating existing utilities/ utility kills Excludes damage to items embedded in concrete/asphalt or just below the surface Excludes furnishing a performance & payment bond Excludes survey staking Excludes concrete & soils testing</p> |
| Terms and Conditions | <p>This proposal may be withdrawn if not accepted within 30 days. Payment terms: Residential due upon completion, Commercial Net 30, 1.5% APR. Taxes are included.</p> |
| Warranties Exclusions and Terms of Agreement | <p>All labor and materials carry a one (1) year warranty. Warranties, Exclusions and Terms of Agreement: Sales tax is not included and will be added to invoice, unless proper tax-exempt documents are provided. No tax charged on new construction. Platinum Paving and Concrete is not responsible for losses incurred due to strikes, weather, accidents or other conditions beyond our control. Buyer is solely responsible for obtaining all necessary government approval and permits before construction begins. Milling widths are averaged and determined to aid in positive drain flow. There could be unforeseen sub grade problems that may allow more damage due to arrival of Platinum Paving's equipment. Contractor is not responsible for damage to buyer's site due to Platinum Paving's equipment being on site to perform other duties. This estimate excludes the following unless otherwise noted: permits, engineering, staking, testing, services, inspection fees, rock excavation, repair of unmarked sprinklers & private utilities, topsoil, seeding, sodding of disturbed areas, relocation of utilities, caulking, prime coat and herbicide. Back filling is done with on site dirt unless otherwise specified. Platinum Paving cannot guarantee overlays over broken asphalt. Cracks may reform in the new surface due to freeze and thaw cycles. Petro mat is always an insurance policy for this problem. Platinum Paving cannot be responsible for damage caused by snow, water and ice asphalt, concrete and seal coated asphalt surfaces. Any claims of unacceptable materials or workmanship must be made in writing within (7) days from invoice. This estimate does not include any performance or payment bonds. Contact us @ 816-215-9031 if bonds are required. Platinum Paving and Concrete reserves the right to partial invoice if said project takes over thirty (30) days. Platinum Paving will begin work at a pre-determined time set forth by the property manager. Buyer is responsible for removal of vehicles from work site. Any vehicle left on the work site will be towed at buyers expense. Payment shall be made as specified on estimate. Any invoice not paid in full by said due date becomes subject to the maximum interest allowed at the time of the default. All attorney's fees necessary to collect this debt become the sole responsibility of the buyer. Including, but not limited to, liens, foreclosures, court costs and attorney fees. By signing this contract buyer agrees to all terms set forth in this contract. No modification or amendment to this contract will be valid unless in writing and signed by both parties. All terms are applicable unless otherwise specified.</p> |
| | <p>*Cold-mix and patching are not included in the 1-year warranty as this is a temporary solution.</p> |

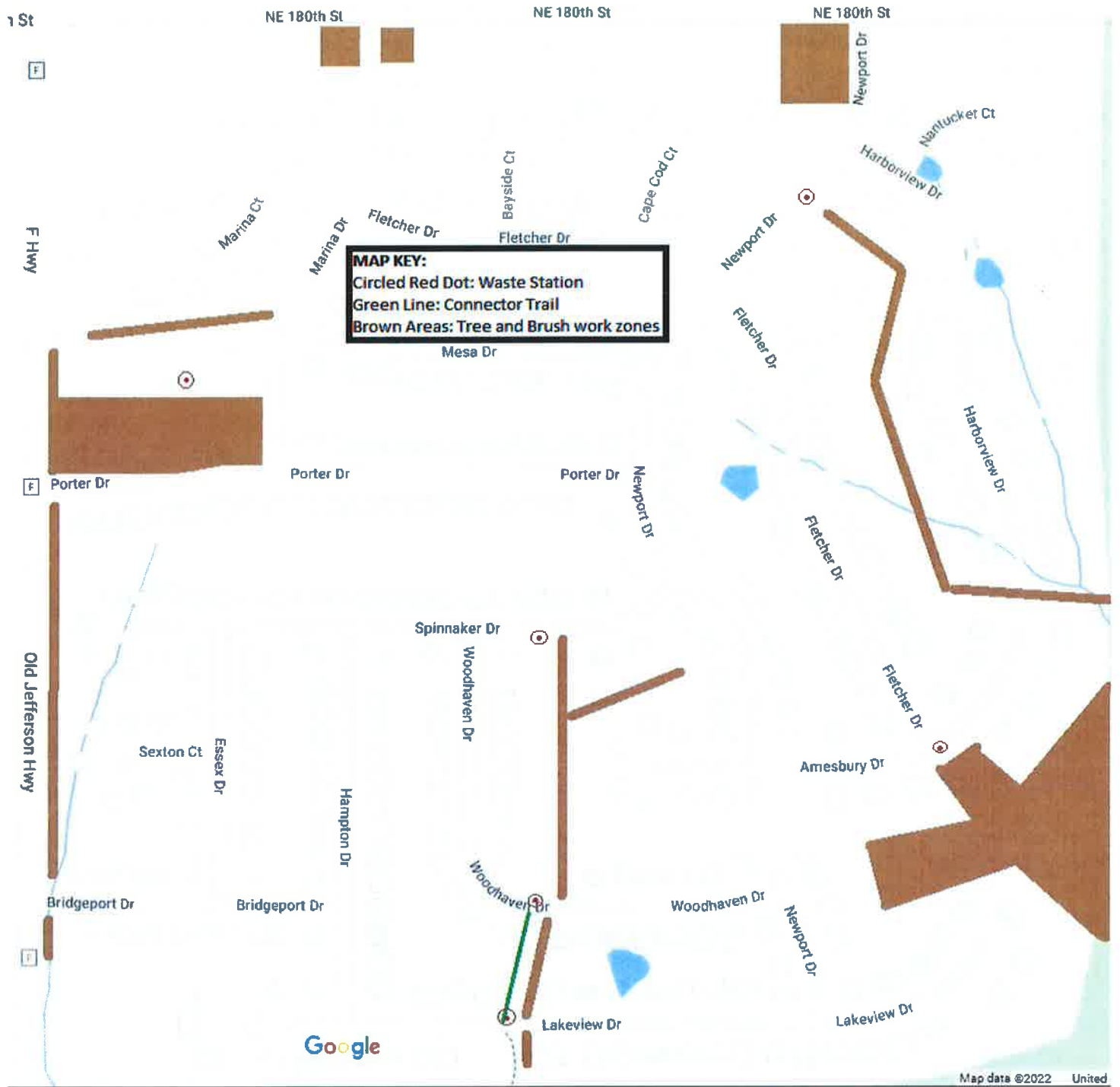
Thank you have a great day!

| | |
|-------|-------------|
| TOTAL | \$15,600.00 |
|-------|-------------|

THANK YOU.

Accepted By

Accepted Date





Alliance Association Bank, a division of Western Alliance Bank.
Member FDIC.

PO Box 26237 • Las Vegas, NV 89126-0237

Return Service Requested

HARBOR VIEW HOMEOWNERS ASSOCIATION, INC.
C/O COMMUNITY ASSOCIATION MANAGEMENT
OPERATING
5000 W 95TH ST SUITE 280
PRAIRIE VILLAGE KS 66207-3377

Last statement: February 28, 2022
This statement: March 31, 2022
Total days in statement period: 31

Page 1
XXXXXX5635
(8)

Direct inquiries to:
888-734-4567

Alliance Association Bank
3033 W Ray Road, Ste 200
Chandler AZ 85226

THANK YOU FOR BANKING WITH US!

AAB Community Checking

| | | | |
|-----------------------|-------------|--------------------|-------------|
| Account number | XXXXXX5635 | Beginning balance | \$60,442.38 |
| Enclosures | 8 | Total additions | 4,857.79 |
| Low balance | \$59,997.47 | Total subtractions | 2,862.23 |
| Average balance | \$61,665.51 | Ending balance | \$62,437.94 |
| Avg collected balance | \$61,555 | | |

CHECKS

| Number | Date | Amount | Number | Date | Amount |
|--------|-------|--------|--------------------------|-------|--------|
| 228 | 03-03 | 675.00 | 234 * | 03-23 | 810.00 |
| 229 | 03-03 | 11.52 | 235 | 03-31 | 108.50 |
| 230 | 03-08 | 258.02 | 238 * | 03-31 | 675.00 |
| 231 | 03-15 | 87.00 | * Skip in check sequence | | |
| 232 | 03-14 | 129.31 | | | |

DEBITS

| Date | Description | Subtractions |
|-------|--------------------|--------------|
| 03-09 | ' ACH Debit | 107.88 |
| | ATT Payment 220309 | |

CREDITS

| Date | Description | Additions |
|-------|-------------------|-----------|
| 03-01 | ' Lockbox Deposit | 241.61 |
| 03-04 | ' Lockbox Deposit | 969.48 |
| 03-07 | ' Lockbox Deposit | 726.35 |

HARBOR VIEW HOMEOWNERS ASSOCIATION, INC.
March 31, 2022

Page 2
XXXXXX5635

| Date | Description | Additions |
|-------|-------------------|-----------|
| 03-14 | ' Lockbox Deposit | 722.29 |
| 03-16 | ' Lockbox Deposit | 241.61 |
| 03-21 | ' Lockbox Deposit | 241.61 |
| 03-22 | ' Lockbox Deposit | 25.24 |
| 03-23 | ' Lockbox Deposit | 243.23 |
| 03-25 | ' Lockbox Deposit | 241.61 |
| 03-28 | ' Lockbox Deposit | 241.61 |
| 03-31 | ' Lockbox Deposit | 961.84 |
| 03-31 | ' Interest Credit | 1.31 |

DAILY BALANCES

| Date | Amount | Date | Amount | Date | Amount |
|-------|-----------|-------|-----------|-------|-----------|
| 02-28 | 60,442.38 | 03-09 | 61,327.40 | 03-23 | 61,775.07 |
| 03-01 | 60,683.99 | 03-14 | 61,920.38 | 03-25 | 62,016.68 |
| 03-03 | 59,997.47 | 03-15 | 61,833.38 | 03-28 | 62,258.29 |
| 03-04 | 60,966.95 | 03-16 | 62,074.99 | 03-31 | 62,437.94 |
| 03-07 | 61,693.30 | 03-21 | 62,316.60 | | |
| 03-08 | 61,435.28 | 03-22 | 62,341.84 | | |

INTEREST INFORMATION

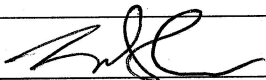
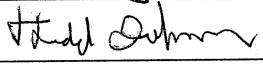
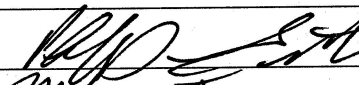



| | |
|--------------------------------|-------------|
| Annual percentage yield earned | 0.03% |
| Interest-bearing days | 31 |
| Average balance for APY | \$61,555.35 |
| Interest earned | \$1.31 |

OVERDRAFT/RETURN ITEM FEES

| | Total for this period | Total year-to-date |
|--------------------------|--------------------------|-----------------------|
| Total Overdraft Fees | \$0.00 | \$0.00 |
| Total Returned Item Fees | \$0.00 | \$0.00 |

Thank you for banking with Alliance Association Bank

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

| Name | Phone Number | # of Hours Pledged | Signature |
|---------------------|--------------|--------------------|--|
| TERRY SNYDER | 816-289-1749 | 10 |  |
| TODA JOHNSON | 913-424-6701 | 10 |  |
| JENNIFER PEASE | 816-592-9704 | 10 | |
| TIM PEASE | 816-592-9649 | 10 | |
| SHELLEY DELICH | 816-405-2676 | 10 | |
| JAMES UNDERWOOD | 816-743-1953 | 10 | |
| HEATHER UNDERWOOD | 215-906-3792 | 10 | |
| PHIL SMITH | 816-807-9608 | 10 |  |
| Monica Taney | 816-866-3707 | 10 |  |
| Barb Parkerson | 816-551-8674 | 10 |  |
| Dwayne Smith | 816-500-4137 | 10 |  |
| TOTAL HOURS PLEDGED | | | |

**BYLAWS
OF
HARBORVIEW HOMEOWNERS ASSOCIATION, INC.**

**Article I
Meetings of Lot Owners**

Section 1. Annual Meeting. The annual meeting of Lot Owners ("Lot Owners") of the HARBORVIEW HOMEOWNERS ASSOCIATION, INC. (the "Association") shall be held at such place in Clay County, Missouri, on the third Tuesday in January each year at a time the Board of Directors may determine.

Section 2. Quorum. A majority of Lot Owners shall constitute a quorum at any annual or special meeting. A majority of all votes cast, whether in person or by proxy, at any meeting of the Lot Owners shall determine any question, unless otherwise provided by these Bylaws.

Section 3. Special Meetings. Special meetings of Lot Owners, other than those regulated by statute, may be called at any time if requested by a majority of the Directors, by the President, or by Lot Owners holding at least one-third (1/3rd) of the votes in the Association. No business other than that specified in the call for the meeting shall be transacted at any meeting of the Lot Owners.

Section 4. Notice. The Secretary shall serve notice of all annual and special meetings, either personally or by mail, to each Lot Owner at least 10 days and not more than 30 days before the day set for such meeting. Notice shall include the time, date, place, and agenda of the meeting. If mailed, the notice shall be directed to a Lot Owner at his or her address as it appears on the records of the Association. Such agenda shall include a statement of the general nature of any proposed amendment to the Declaration or Bylaws, any budget proposals or changes, and any proposal to remove an Officer or Board member.

Section 5. Order of Business. The order of business at all meetings of the Lot Owners shall be as follows:

1. Roll call.
2. Proof of notice of meeting or waiver of notice.
3. Reading of minutes of preceding meeting.
4. Reports of Officers.
5. Reports of Committees.
6. Appointment of Inspectors of Election.
7. Election of Directors.
8. Unfinished business.
9. New business.
10. Open discussion.

BM flm

Article II Directors

Section 1. Number. The affairs and business of this Association shall be managed by a Board of five Directors, who need be Lot Owners of record.

Section 2. How Elected. At the annual meeting of Lot Owners, the requisite number of persons receiving a majority of the votes cast shall be the Directors and shall constitute the Board of Directors of the ensuing year. No Lot Owner may carry more than 15% of any directed or undirected votes.

Section 3. Term of Office. The term of office of each of the Directors shall be three years, and thereafter until his or her successor has been elected. At the annual meetings in 2019 and 2020, two Directors shall be elected each year. At the annual meeting in 2021, one director will be elected. At each annual meeting thereafter, the same election pattern shall be conducted.

Section 4. Powers and Duties of Directors. The Board of Directors shall have the control and general management of the affairs and business of the Association. Such Directors shall in all cases act as a Board, regularly convened, by a majority, and they may adopt such rules and regulations for the conduct of their meetings and the management of the Association as they may deem proper, not inconsistent with these Bylaws and the Laws of the State of Missouri, the Articles of Incorporation of this Association, and the aforementioned "Declaration Creating Harborview Homes Association" as may be hereinafter amended.

a. Before adopting, amending, or repealing any rule, the Board shall give the Lot Owners notice of its intentions and shall provide the text of the rule or the proposed change, along with the date on which the Board will act on the proposed rule and amendment. Following adoption, amendment, or repeal of a rule, notice of the action shall be sent to all Lot Owners, along with a copy of the new or revised rule. Such notice may be delivered in person or by mailing to the Lot Owner's last known post office address.

b. Prior to each annual meeting, the Directors shall propose an annual budget. Lot Owners must be given reasonable opportunity to comment on the budget at the annual meeting, and copies of the proposed budget must be made reasonably available. The budget shall be voted on by all Directors present at the meeting, and it shall pass by a majority of the eligible Director votes present at the meeting.

c. The Directors shall have the duty and obligation to determine and cause to be determined and levied the annual assessment as authorized by the said Homes Association Declaration.

d. Any powers, rights and duties of the Association may be delegated to a managing agent under a management contract; PROVIDED, HOWEVER, that no such delegation shall relieve the Association from its obligation to perform any such delegated duty. Any contract entered into by the Association for professional management or other

services shall not exceed a term of three years, which term may be renewed by agreement of the parties for successive three-year terms.

The Board of Directors shall have the power to:

a. 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 or the Declaration.

b. 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.

c. 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.

d. Supervision. Supervise all officers, agents and employees of the Association, and see that their duties are properly performed.

e. Assessments. As more fully provided in the Declaration, provide for the levying of assessments against each Lot and take all actions necessary or appropriate to collect the same.

f. 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 Association for the issuance of these certificates.

g. Insurance. Procure and maintain public liability insurance, fire and extended coverage hazard insurance and other insurance on property owned or controlled by the Association and maintain officer's and director's liability insurance, all with such coverage and in such sums as may be deemed appropriate by the Board of Directors.

h. Bonding. Cause property managers, officers or employees having fiscal responsibility to be bonded, as the Board of Directors may deem appropriate.

i. Maintenance. Cause the Common Areas and other areas to be maintained as provided in the Declaration.

j. Committees. Any such committee shall be composed of at least one director and any other individuals as the Board of Directors shall designate. Not all members of a committee need be Directors unless otherwise provided in the Declaration, Articles of Incorporation or by law. A quorum of any committee so designated by the Board of Directors shall not consist of less than one-half of the total number of members appointed to such committee. The Board may designate one or more individuals as

alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee.

Section 5. Directors' Meetings. Regular meetings of the Board of Directors shall be held immediately following the annual meeting of the Lot Owners, and at such other times as the Board of Directors may determine. Special meetings of the Board of Directors may be called by the President at any time, and shall be called by the President or the Secretary upon the written request of any Director.

Section 6. Notice of Meetings. Notice of meetings, other than the regular annual meetings, shall be given by service upon each Director in person, or by other reasonable method at least 10 days before the date therein designated for such meeting, of a written or printed notice thereof, specifying the time, date, and place of such meeting, and the business to be brought before the meeting, and that no business other than that specified in such notice shall be transacted at any special meeting. Each Lot Owner must also be given notice of such meetings in the manner specified in these Bylaws.

Section 7. Open Meetings. All regular and special meetings of the Board of Directors and Committees of the Association must be open to all Lot Owners, except for "Executive Sessions" held during such regular or special meetings. Executive Sessions may be held to consult with the Association's attorney, to discuss existing or potential legal matters, to discuss labor or personnel matters, to discuss contracts, leases, or commercial transactions, or to prevent the public knowledge of any matter in order to protect the privacy of any person. No final votes or actions may be taken during an Executive Session.

Section 8. Quorum. At any meeting of the Board of Directors, a majority of the Board shall constitute a quorum for the transaction of business; but in the event of a quorum not being present, a less number may adjourn the meeting to some future time, not more than five days later.

Section 9. Voting. At all meetings of the Board of Directors, each Director is to have one vote.

Section 10. Removal and Vacancies. Any director may be removed from the Board of Directors, with or without cause, by a majority of the members of the Association entitled to vote. In the event of death, resignation or removal of a director, his or her successor shall be selected by the remaining members of the Board of Directors and shall serve for the unexpired term of his or her predecessor.

Section 11. Meetings by Conference Telephone or Similar Communications Equipment. Members of the Board of Directors, or 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 pursuant hereto shall constitute presence in person at such meeting.

Section 12. Action Taken Without a Meeting. Any action required or permitted to be taken at any meeting of the Board of Directors or any committee thereof may be taken without a meeting if written consent thereto is signed by all members of the Board of Directors or of such committee, as the case may be, and such written consent is filed with the minutes of proceedings of the Board or committee.

Section 13. Qualifications. Each director must be and remain a member or spouse of a member of the Association in good standing in order to be elected and remain as a director.

Section 14. Compensation. No director shall receive compensation for the service he or she may render to the Association as a director. However, any director may be reimbursed for his or her reasonable out-of-pocket expenses incurred in the performance of his or her duties.

Article III Officers

Section 1. Number. The Officers of this Association shall be:

1. President
2. One Vice President
3. Secretary
4. Treasurer

Section 2. Election. All Officers of the Association shall be elected annually by the Board of Directors at its meeting held immediately after the meeting of the Lot Owners, and shall hold office for the term of one year or until their successors are duly elected.

Section 3. Duties of Officers. The duties and powers of the Officers of the Association shall be as follows:

President

The President shall preside at all meetings of the Board of Directors and Lot Owners.

He or she shall present at each annual meeting of the Lot Owners and Directors a report of the conditions of the business of the Association.

He or she shall cause to be called regular and special meetings of the Lot Owners and Directors in accordance with these Bylaws.

Vice President

During the absence and inability of the President to render and perform his or her duties or exercise his or her powers as set forth in these Bylaws or in the acts under which this Association is organized, the same, including the execution of deeds of the

Association, shall be performed and exercised by the Vice President, and when so acting, he or she shall have all the powers and be subject to all the responsibilities hereby given to or imposed upon the President.

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 corporate seal, if any, 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 of Directors or usually vested in the office of Secretary.

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 or usually vested in the office of Treasurer. The books of account and accounting records shall at all reasonable times be open to inspection by any director.


The Board of Directors may delegate certain of the Treasurer's duties to a managing agent.

Section 4. Bond. The Treasurer shall, if required by the Board of Directors, give to the Association such security for the faithful discharge of his or her duties as the Board may direct.

Section 5. Vacancies, How Filled. All vacancies in any office shall be filled by the Board of Directors without undue delay, at its regular meeting, or at a meeting specifically called for that purpose. Each replacement shall remain in his or her position until the next regularly scheduled election.

Section 6. Compensation of Officers. The Officers shall not receive salary or compensation, but may be reimbursed for their reasonable out-of-pocket expenses incurred in the performance of their duties.

Section 7. Removal of Officers. These Officers may be removed by a vote of a majority of directors.



Article IV

Accounting and Financial Matters

Section 1. Fiscal Year. The Association's fiscal year shall be the calendar year.

Section 2. Accounting. The following accounting standards shall be followed unless the Board determines otherwise:

- a. Accrual accounting, as defined by generally accepted accounting principles, shall be employed;
- b. Accounting and controls should conform to generally accepted accounting principles; and
- c. No remuneration shall be accepted by the managing agent from contractors, or others providing goods or services to the Association, whether in finder's fees, service fees, prizes, gifts, or otherwise; any thing of value regarding Association.

Article V

Indemnification

Section 1. Indemnification of Directors and Officers. When a person is sued or prosecuted in a criminal action, either alone or with others, because he or she is or was a Director or Officer of the Association, or of another Association serving at the request of this Association, in any proceeding arising out of his or her alleged misfeasance or nonfeasance in the performance of his or her duties or with others, because he or she is or was a Director or Officer of the Association, or of another Association serving at the request of this Association, in any proceeding arising out of his or her alleged misfeasance or nonfeasance in the performance of his or her duties or out of any alleged wrongful act against the Association or by the Association, he or she shall be indemnified for his or her reasonable expenses, including attorney fees incurred in the defense of the proceedings, if both of the following conditions exist:

- a. The person sued is successful in whole or in part, or the proceeding against him or her is settled with the approval of the court.
- b. The court finds that his or her conduct fairly and equitably merits such indemnity.

The amount of such indemnity which may be assigned against the Association, its receiver, or its trustee, by the court in the same or in a separate proceeding, shall be so much of the expenses, including attorney fees incurred in the defense of the proceedings, as the court determines and finds to be reasonable. Application for such indemnity may be made either by the person sued or by the attorney or other person rendering services to him or her in connection with the defense, and the court may order the fee and expenses to be paid directly to the attorney or other person, although he or she is not a party to the proceeding. Notice of the application for

such indemnity shall be served upon the Association, its receiver, or its trustee, and upon the plaintiff and other parties to the proceedings. The court may order notice to be given also to the Lot Owners in the manner provided in Article I, Section 4 for giving notice of Lot Owners' meetings, in such form as the court directs.

Article VI Amendment

Pursuant to the Articles of Incorporation, these Bylaws may from time to time be altered, amended, repealed, or new Bylaws may be adopted by a two-thirds vote of the Lot Owners of the Association entitled to vote who are present at a meeting at which a quorum is present or by a majority vote of the Board of Directors.

Article VII 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 VIII Notices and Waiver of Notice

Any notice to Lot Owners given by the Association under any provisions of these Bylaws may be given by a form of electronic transmission (electronic mail or facsimile) consented to by the Lot Owner to whom the notice is given. Any such consent shall be revocable by the Lot Owner upon written notice to the Association. Any such consent shall be deemed revoked if: (1) the Association is unable to deliver by electronic transmission two consecutive notices given by the Association in accordance with the consent, and (2) such inability becomes known to the Association's Secretary or property manager.

Whenever any notice is required to be given under the provisions of the statutes of Missouri, or of the Articles of Incorporation or of these Bylaws, a waiver thereof in writing, signed by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent to notice. Attendance of a person at a meeting shall constitute a waiver of notice of such meeting, except when the person attends a meeting for the express purpose of objecting, at the beginning of the meeting, 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 or special meeting of the Lot Owners, Directors or members of a committee of Directors need be specified in any written waiver of notice unless so required by the Articles of Incorporation or these Bylaws.

* * *

The undersigned Secretary of Harborview Homeowners Association, Inc., a Missouri not-for-profit corporation, hereby certifies that the foregoing Bylaws are the original Bylaws of said corporation adopted by vote of Directors of the Association at a meeting on 6-26, 2018.

HARBORVIEW HOMEOWNERS ASSOCIATION, INC.

By: 
Printed Name: Byron MacCist
Its: President

By: 
Printed Name: Ric Miller
Its: Secretary



Neighborhood Beautification Grant Application City of Smithville, MO

Applicant Information

Neighborhood or Homeowners' Association Name: Hills of Shannon Date: 3/24/2022

Address: c/o CAM Management 5000 W 95th St Suite 280 Prairie Village, KS 66207

Street Address

Prairie Village

KS

66207

City

State

ZIP Code

Phone: 918-397-2904 Email: hillsofshannon@gmail.com

Contact Person: Constance Scott Title: HOA Board President

Project Title: Fountain Replacement

Brief Description of the proposed Project:

The Hills of Shannon HOA we be replacing our old fountain that no longer works. Having a fountain in our pond helps to keep unsightly algae blooms at bay, reduces the smell from vegetation and decreases the misquitos population all while encouraging a healthy underwater eco-system.

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: 4,891.41

Grantee Cash Contribution: 2,445.71

Grantee In-Kind Contribution:

Grant Amount Requested: 2,445.70

Project Information – Please attach additional documentation if needed

Expected Project Start Date ASAP Expected Completion Date ASAP

Description of how this project will enhance the neighborhood:

We have a small pond. A fountain will help reduce the algae blooms, the smell from the algae blooms, and reduce the mosquito population, and encourage a healthy ecosystem with moving water instead of stale and stagnant water. Our nature trail also goes along side our pond and many people see the pond daily. The fountain will not only be pleasant for the homeowners who live in front of the pond but our homeowners who use the trail on the daily.

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

Due to the need for a replacement fountain, the Hills of Shannon has already set aside 2,500 dollars for fountain maintenance from our 2022 yearly budget. The Hills of Shannon budgeted for that cost in October of 2021, prior to the price increases that are being reflected in current bids we have recieved.

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

The HOS HOA has always had a yearly budget for the maintenance and health of our pond. We will adhere to any of the recommendations made by the manufacturer. An end of the season inspection will be done yearly. However, the model that we have selected has stainless steel components, optimized hydraulics that increase performance and efficiency while using octagonal bearings to protect against abrasive particles. These small but significant additions to the pump will allow us to optimize the life of the pump for as many years as possible.

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: _____

C Scott

Date: _____

03/24/2022

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: |
| Aquatic Ecosystem Consultants | 1 1/2 HP Sterling Fountain | 3,908.45 |
| Aquatic Ecosystem Consultants | 200 ft power cable | 435.00 |
| Aquatic Ecosystem Consultants | Fountain Motor Disconnects | 272.96 |
| | Shipping | 275.00 |
| | | |
| | | |
| | | |
| | | |
| Total Project Cost | | 4,891.41 |

| 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: |
| Hills of Shannon HOA | Budget allotment | 2,445.71 |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| Total Cash Contribution | | 2,445.71 |

| 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 | 4,891.41 |
| Total Cash Contribution | 2,445.71 |
| Total In-Kind Contribution | |
| Total Grant Amount Requested from the NBG Program | 2,445.70 |

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

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



Central Bank

MEMBER FDIC

P.O. Box 4500, Jefferson City, MO 65102
(816) 525-5300

RETURN SERVICE REQUESTED

OSB014001 014 OSB001

Effective March 1, 2022, a Cash Handling Fee will be applied to cash and coin transactions with a cumulative total in excess of \$10,000 per month. For additional details, please visit your banking center or call 816-525-5300.

HILLS OF SHANNON HOMES ASSOCIATION
5000 W 95TH ST STE 280
PRAIRIE VILLAGE KS 66207-3377

Period 02/01/2022 - 02/28/2022 Page 1 of 1

Web Address
www.centralbank.net

M
130064329

Your Financial Summary on February 28, 2022

| | Bank Deposits | Totals |
|------------------------|---------------|--------------|
| Bank Deposit Accounts: | | |
| IMMA | \$ 35,684.71 | |
| Bank Deposit Total | | \$ 35,684.71 |
| Total Assets: | \$ 35,684.71 | \$ 35,684.71 |

Detailed Explanation of Account Balances and Other Assets

Business Money Market Account

| | | | |
|---------------|------------------------------------|-----|-----------|
| No. 130064329 | Beginning Balance January 31, 2022 | \$ | 35,683.89 |
| Deposits | | | |
| Feb. 28 | Interest Earned | | 0.82 |
| | Total | +\$ | 0.82 |
| | Ending Balance February 28, 2022 | \$ | 35,684.71 |

Number of days since last statement/interest cycle 28
Beginning and ending dates for calculation of statement/interest cycle are 02/01/2022 through 02/28/2022
Average collected balance 35,683.00
Interest rate 0.03%
Annual percentage yield earned 0.03%

End of Bank Deposits

To Balance Your Checkbook

Fill in amounts below from your checkbook or savings record book and bank statement.

Send inquiries to:

Central Bank

Bookkeeping Department
P.O. Box 1400
Lee's Summit, Missouri 64063-1400
816-525-5300
Member FDIC

Enter balance shown on bank statement. \$ _____

Add deposits not on bank statement. \$ _____

Subtotal (+) \$ _____

Subtract checks or withdrawals issued but not on statement. \$ _____

Subtotal (-) \$ _____

Balance shown in your checkbook or savings record book. (=) \$ _____

Enter balance shown in your checkbook or savings record book. \$ _____

Add any deposits and other additions, loan advances, bank deposits, Online Banking deposits, other electronic deposits, or transfers between savings & checking (including Online Banking, InfoLine, and ATMs) not entered in your checkbook or savings record book. \$ _____

Subtotal (+) \$ _____

Subtract service charges, maintenance fees, automatic payments, the bank withdrawals, Online Banking payments, Debit Point-of-Sale transactions, other electronic transactions, or transfers between savings & checking (including Online Banking, InfoLine, and ATMs) not entered in your checkbook or savings record book. \$ _____

Subtotal (-) \$ _____

Balance

(=) \$ _____

These totals represent the correct amount of money you have in the bank and should agree. Please examine your statement promptly and report any errors immediately.

Important Information About Securities Line, Cash Reserve and Business Reserve

INTEREST CHARGE CALCULATION:

We figure the interest charge on your account by applying the daily periodic rate to the "daily balance" of your account for each day in the billing cycle. To get the "daily balance", we take the beginning balance of your account each day, add any new advances and subtract any credits or payments for that day. This gives us the daily balance. We add each day's interest charge to get the total interest charge which is shown on your monthly statement.

To calculate the Average Daily Balance noted in the Balance Subject to Interest Rate column we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the "average daily balance". The interest charge may be calculated by multiplying each of the average daily balances by the applicable daily periodic rate, multiplying the results by the number of days in the billing cycle divided by 365 and adding together to get the Total Interest For This Period.

WHAT TO DO IF YOU THINK YOU FIND A MISTAKE ON YOUR STATEMENT/BILL:

If you think there is an error on your statement/Bill, write to us at:
Central Bank, P.O. Box 1400, Lee's Summit, Missouri 64063-1400

In your letter, give us the following information:

- > Account Information: Your name and account number.
 - > Dollar amount: The dollar amount of the suspected error.
 - > Description of Problem: if you think there is an error on your statement/bill, describe what you believe is wrong and why you believe it is a mistake.
- You must contact us within 60 days after the error appeared on your statement/bill. You must notify us of any potential errors in writing. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question. While we investigate whether or not there has been an error, the following are true:
- > We cannot try to collect the amount in question, or report you as delinquent on that amount.
 - > The charge in question may remain on your statement, and we may continue to charge you interest on that amount. But if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount.
 - > While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
 - > We can apply any unpaid amount against your credit limit.

PERSONAL ACCOUNTS:

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS

Telephone us at 1-866-998-4617

or write us at:

Central Banccompany, Regulation E Investigations, P.O. Box 779, Jefferson City, MO 65102-9982

as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent you the FIRST statement on which the problem or error occurred.

(1) Tell us your name and account number

(2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.

(3) Tell us the dollar amount of the suspected error.

We will investigate your complaint and will correct any error promptly. If we take more than 10 business days to do this (20 business days if the transfer involved a new account), we will recredit your account for the amount you think is in error, so that you will have use of the money during the time it takes us to complete our investigation.

**HILLS OF SHANNON HOMEOWNERS ASSOCIATION
OPERATING BUDGET
CALENDAR YEAR 2022**

2022

INCOME

| | PER UNIT | ANNUAL BUDGET |
|------------------------|-----------|---------------------|
| Assessments (261 Lots) | \$ 170.00 | \$ 44,370.00 |
| Late Fees | | \$ - |
| Legal Fee Income | | \$ - |
| Bank Interest | | \$ - |
| Fine Charges | | \$ - |
| Special Assessment | | \$ - |
| TOTAL INCOME | | \$ 44,370.00 |

EXPENSES

Administrative Expenses

| | |
|--------------------------------------|---------------------|
| Credit Reporting | \$ 24.00 |
| Bad Debt - WriteOff | \$ - |
| Management Fees | \$ 5,580.00 |
| Management Consult | \$ 440.00 |
| Annual Registration | \$ 30.00 |
| Web Site | \$ 120.00 |
| Insurance | \$ 1,810.00 |
| Water | \$ 350.00 |
| Electric | \$ 2,100.00 |
| Storage Unit | \$ 780.00 |
| Legal Fees / Taxes | \$ 2,500.00 |
| Printing / Postage / Bank S/C | \$ 2,000.00 |
| General Maintenance | \$ 1,000.00 |
| Member Engagement Committee | \$ 600.00 |
| Other Committees | \$ 300.00 |
| TOTAL ADMINISTRATIVE EXPENSES | \$ 17,634.00 |

Operating Expenses

| | |
|---|---------------------|
| Landscape Services | \$ 14,175.00 |
| Tree Trimming | \$ 2,000.00 |
| Circle Planter & Landscaping Improvements | \$ 5,500.00 |
| Playground Equipment | \$ 1,361.00 |
| Fountain Maintenance | \$ 3,500.00 |
| Decorate Entrance | \$ 200.00 |
| TOTAL OPERATING EXPENSES | \$ 26,736.00 |

| | |
|-----------------------|---------------------|
| TOTAL EXPENSES | \$ 44,370.00 |
|-----------------------|---------------------|

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

City of Smithville, MO
107 W Main Street
Smithville, MO 64089
Phone: (816)592-9167

Sir or Madam -

This letter is to inform you that the Hills of Shannon HOA Board has voted to spend \$2,445.70 on the fountain replacement project for the Smithville Neighborhood Beautification Grant. Please see the attached financial document that shows the ability for the Hills of Shannon to pay their part of the grant agreement.

Thank you for your time and consideration in this matter. We look forward to hearing from you.

Sincerely,

Hills of Shannon HOA Board:

Constance Scott - President
Art Jonhson - Vice President
Bradely Scott - Treasurer
Dave Mullen - Secretary
Vic Amos - Member at Large



Search

My Account

Call

We Sell The Most Rugged Pond Fountain Pumps
Heavy Duty Trash Pumps Designed to Operate in Dirty Water

Lighted Fountains: 1-800-351-8814
Unlighted Fountains: 1-800-293-3937

Home

Fountains

Fountain Testimonials

Fountain Warranty

Fountains 101

About Us

Contact Us

Fountains / EFS4000 Heavy Duty Lake Fountain 40' x 40' sprays

8 of 8



EFS4000 Heavy Duty Lake Fountain 40' x 40' sprays

\$7,720.00

N/A

Spray heads:
(?):

2 sets of spray heads are included with this fountain.

Pond Fountain

Unlighted Fountain

Lighted Fountain

Fountains 101

Learn about which
Eagle Fountain is right

Fountains / EFS4000 Heavy Duty Lake Fountain 40' x 40' sprays

⏩ 8 of 8



EFS4000 Heavy Duty Lake Fountain

40' x 40' sprays

\$7,720.00

Spray heads:
(?):

N/A

2 sets of spray heads are included with this fountain.

**40 amp GFCI
breaker
disconnect
option (?)**:

YES (+\$260.00) ▼

A GFCI breaker disconnect option is available on the EFL450 fountain. The cost of the GFCI service breaker disconnect is \$260.00 which will be added to the fountain total when selected. Change the default setting from 'NO' to 'YES' to include the GFCI.

**Additional
Service Cord:**

No ▼

This fountain comes standard with 150 feet of electrical cord. If you wish, we can lengthen the cord in 10 foot increments, up to a maximum of 200 feet.

CODE:

EFS-4000

Quantity:

+

1

-

ADD TO CART

Pond Fountain

Unlighted Fountain

Lighted Fountain

Fountains 10'

Learn about which
Eagle Fountain is right for you

CUSTOMER TESTIMONIALS

"I purchased the EFS 1900 fountain from Eagle Fountains in June of 2004 (almost 11 ago) for our retention and pond in our mobile home. I finally quit last week, Feb. - Mitchell Manor Mobile

Read More Testimonials

Features

WE'VE WORKED WITH
THESE COMPANIES

**Aquatic Ecosystem Consultants**

P.O. Box 523

Bonner Springs, KS 66012

Estimate 1125

| DATE | TOTAL | EXPIRATION |
|------------|-------------------|------------|
| 03/24/2022 | \$4,891.41 | DATE |
| | | 04/24/2022 |

ADDRESS

Hills of Shannon HOA

14608 Green Castle St

Smithville, MO 64089

| DESCRIPTION | QTY | RATE | AMOUNT |
|---|-----|----------|----------|
| CFTN0496 Sterling Fountain 1.5HP - 230V | 1 | 3,908.45 | 3,908.45 |
| CBL0532 Cable 200' 10/4 | 200 | 2.175 | 435.00 |
| FTP0044 Fountain Motor Disconnects | 1 | 272.96 | 272.96 |

*Electrician will be needed for installation of PCC and conduit
from PCC to pond edge.

| | |
|----------|----------|
| SUBTOTAL | 4,616.41 |
| TAX | 0.00 |
| SHIPPING | 275.00 |

*Pricing includes anchoring of fountain in pond.

| | |
|-------|-------------------|
| TOTAL | \$4,891.41 |
|-------|-------------------|

THANK YOU.

Accepted By

Accepted Date

Scott Aerator 1HP Amherst Decorative Water Fountain

Home Floating Pond Fountains Scott Aerator 1HP Amherst Decorative Water Fountain



Scott Aerator 1HP Amherst Decorative Water Fountain

\$2,699.00 - \$4,634.00

CORD LENGTH 150ft.

LED LIGHT KIT Warm White LED Lights



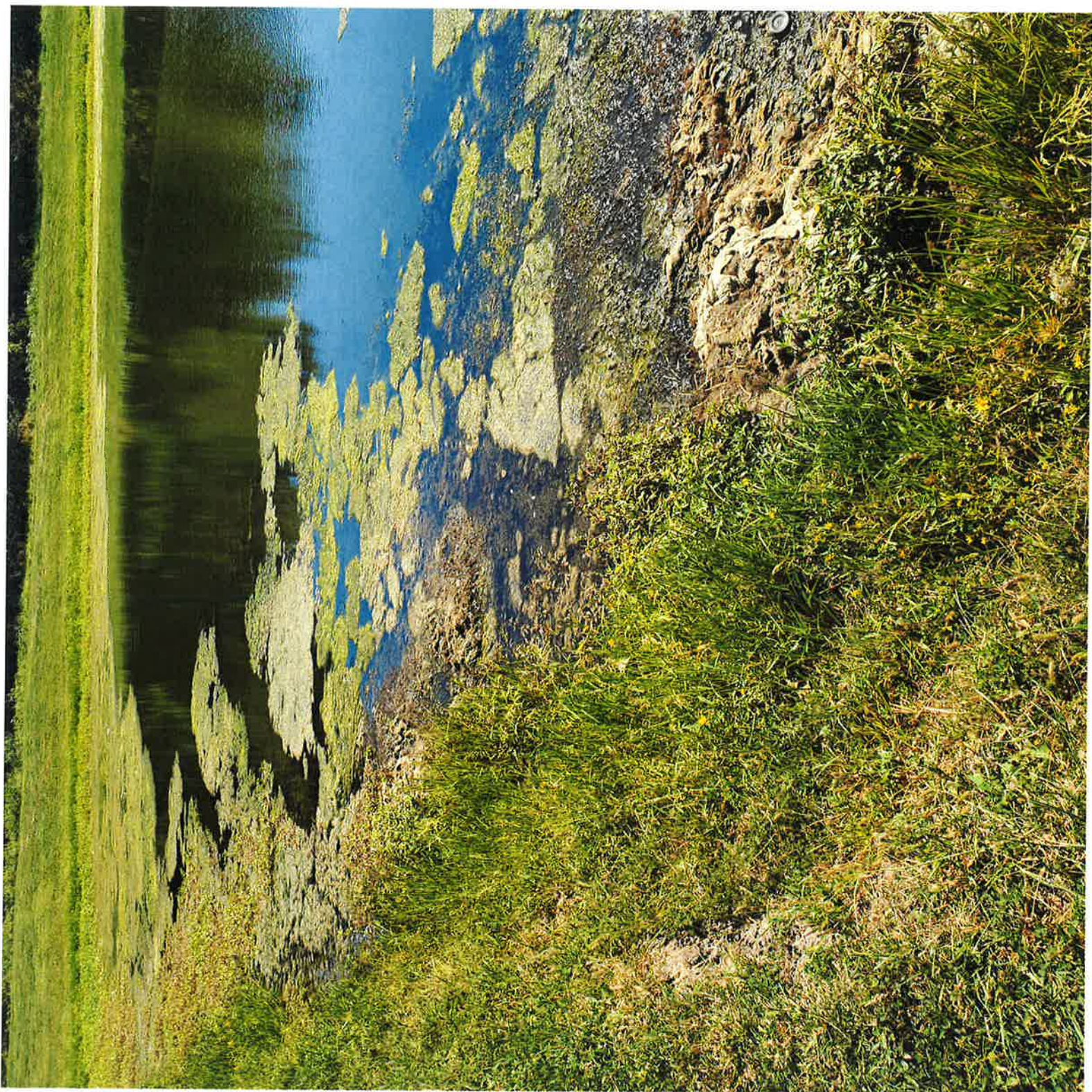
Cle

Amherst Fountain: 1hp | 115V | 150ft cord | 2-Fixture Warm White LED Light Kit

~~\$4,350.00~~ **\$4,314.00**

Out of stock

ADD TO CART







Groceries

Restaurants

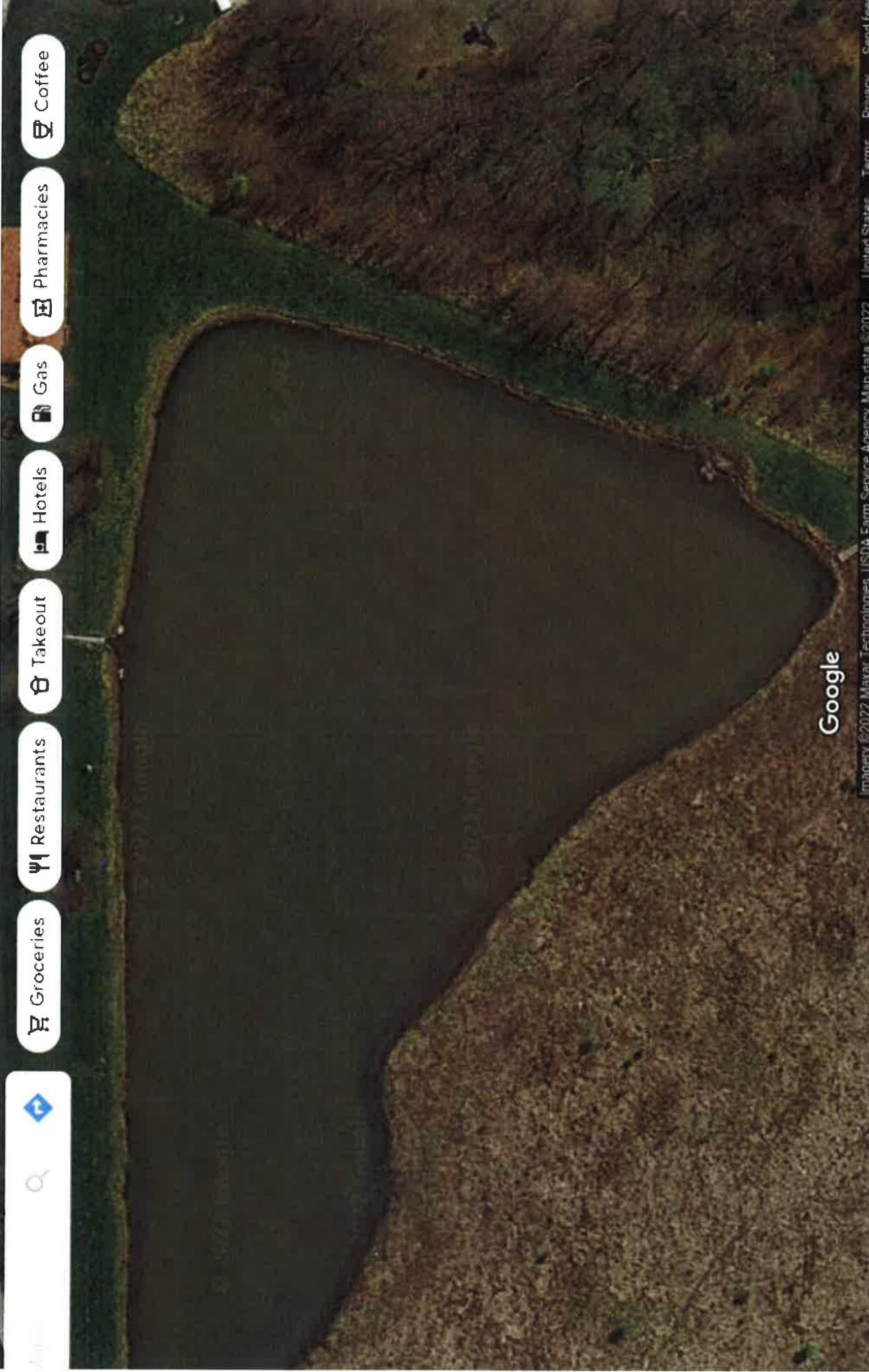
Takeout

Hotels

Gas

Pharmacies

Coffee



Google



1 1-2 HP Classic Fountain

**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

James L. Wasko
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.

Ann Combs
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: Hills of Shannon Date: 03/24/2022

Address: c/o CAM Management 5000 W 95th St Suite 280

Street Address

Prarie Village

KS

66207

City

State

ZIP Code

Phone: 918-397-2904

Email: hillsofshannon@gmail.com

Contact Person: Constance Scott

Title: HOA Board President

Project Title: Playground Upgrade Including ADA accessible needs

Brief Description of the proposed Project:

Upgrading our community playground to be more inclusive by adding an ADA swing, a ramp for wheel chairs to access the playground, a border, and swing mats.

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: 4,663.40

Grantee Cash Contribution: 2,241.70

Grantee In-Kind Contribution: 180.00

Grant Amount Requested: 2,331.70

Project Information – Please attach additional documentation if needed

Expected Project Start Date ASAP Expected Completion Date July 30th 2022

Description of how this project will enhance the neighborhood:

As one of the larger subdivisions, The Hills of Shannon prides itself on being inclusive as possible for our all of our homeowners needs. The addition of an ADA swing, ramp, border, and rubberize mulch will allow the Hills of Shannon to stand out as a community aware that all ages and all abilities love to swing and play. Physical limitations should not bar a young child from experincing the joy of playing with peers on a playground.

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

We are jumping at the chance to provide an upgrade and increase inclusivity in our community. Therefore, we will be accessing our savings fund to help secure the finances for the upgrade should this grant be approved.

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

The Hills of Shannon will perform a yearly check and maintenance on the ADA swing per the vendor's recommendations. We will also walk the perimeter and inspect the boards for any wear and tear. We will oil any moving parts as needed and replace smaller items such as chains or screws as needed due to the elements. We will inspect all swing mats twice yearly: once in the spring as the weather becomes nicer and once towards end of summer/beginning of fall as the season wears down.

Required Attachment Checklist

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

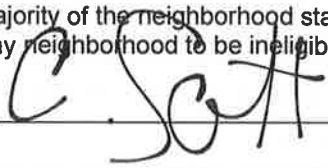
- ☐ A detailed Project Budget shown through a completed Attachment A *(Example Included)*
- ☐ Photos of the proposed project area
- ☐ Plan or map showing the location of the project and projected improvements
- ☐ At least three estimates for all work
- ☐ Letter of authorization from any agencies, utilities, 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: _____

03/30/2022

Attachment A: Detailed Project Budget Form

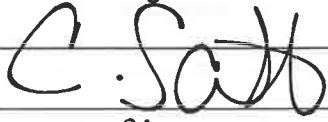
| TOTAL PROJECT COST (grant funds requested plus applicant match) | | |
|--|--|-----------------|
| List all items/service required for project completion. | | |
| Vendor/supplier: | Item/service: | Amount: |
| Discount Playground Supply | 12 inch border - 27.95 per unit (55 units) | 1,537.25 |
| Discount Playground Supply | ADA Full Wheel Chair Ramp | 617.95 |
| Discount Playground Supply | Extreme Swing Mat | 97.95 |
| Discount Playground Supply | ADA Swing (ages 2-12) | 865.95 |
| " " | shipping | 1,070.45 |
| Install Hours (Volunteer) | | 180.00 |
| | | |
| Total Project Cost | | 4,663.40 |

| 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: |
| Hills of Shannon HOA | Alloted Amount from savings | 2241.70 |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| Total Cash Contribution | | 2,241.70 |

| 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: |
| HOA Volunteer Hours | 4.5 hours labor per person (2) | 180.00 |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| Total In-Kind Contribution | | |

| | |
|--|-----------------|
| Total Project Cost | 4,663.40 |
| Total Cash Contribution | 2,241.70 |
| Total In-Kind Contribution | 180.00 |
| Total Grant Amount Requested from the NBG Program | 2,331.70 |

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

| Name | Phone Number | # of Hours Pledged | Signature |
|----------------------------|--------------|--------------------|---|
| Constance Scott | 918-397-2904 | 4.5 |  |
| Bradley Scott | 816-679-6529 | 4.5 | Bradley Scott |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| TOTAL HOURS PLEDGED | | | |

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

City of Smithville, MO
107 W Main Street
Smithville, MO 64089
Phone: (816)592-9167

Sir or Madam -

This letter is to inform you that the Hills of Shannon HOA Board has voted to spend \$2,331.70 on the playground upgrades project for the Smithville Neighborhood Beautification Grant. Please see the attached financial document that shows the ability for the Hills of Shannon to pay their part of the grant agreement.

Thank you for your time and consideration in this matter. We look forward to hearing from you.

Sincerely,

Hills of Shannon HOA Board:

Constance Scott - President
Art Jonhson - Vice President
Bradely Scott - Treasurer
Dave Mullen - Secretary
Vic Amos - Member at Large



MEMBER FDIC

Central Bank

P.O. Box 4500, Jefferson City, MO 65102
(816) 525-5300

RETURN SERVICE REQUESTED

OSB014001 014 OSB001

Effective March 1, 2022, a Cash Handling Fee will be applied to cash and coin transactions with a cumulative total in excess of \$10,000 per month. For additional details, please visit your banking center or call 816-525-5300.

HILLS OF SHANNON HOMES ASSOCIATION
5000 W 95TH ST STE 280
PRAIRIE VILLAGE KS 66207-3377

Period 02/01/2022 - 02/28/2022 Page 1 of 1

Web Address
www.centralbank.net

M
130064329

Your Financial Summary on February 28, 2022

| | Bank Deposits | Totals |
|------------------------|---------------------|---------------------|
| Bank Deposit Accounts: | | |
| IMMA | \$ 35,684.71 | |
| Bank Deposit Total | | \$ 35,684.71 |
| Total Assets: | \$ 35,684.71 | \$ 35,684.71 |

Detailed Explanation of Account Balances and Other Assets

Business Money Market Account

| | | | |
|---------------|------------------------------------|-----|-----------|
| No. 130064329 | Beginning Balance January 31, 2022 | \$ | 35,683.89 |
| Deposits | | | |
| Feb. 28 | Interest Earned | | 0.82 |
| | Total | +\$ | 0.82 |
| | Ending Balance February 28, 2022 | \$ | 35,684.71 |

Number of days since last statement/interest cycle 28
Beginning and ending dates for calculation of statement/interest cycle are 02/01/2022 through 02/28/2022
Average collected balance 35,683.00
Interest rate 0.03%
Annual percentage yield earned 0.03%

End of Bank Deposits

To Balance Your Checkbook

Fill in amounts below from your checkbook or savings record book and bank statement.

Send inquiries to:

Central Bank

Bookkeeping Department
P.O. Box 1400
Lee's Summit, Missouri 64063-1400
816-525-5300
Member FDIC

Enter balance shown on bank statement. \$ _____

Add deposits not on bank statement. \$ _____

Subtotal (+) \$ _____

Subtract checks or withdrawals issued but not on statement. \$ _____

Subtotal (-) \$ _____

Balance shown in your checkbook or savings record book. (=) \$ _____

Enter balance shown in your checkbook or savings record book. \$ _____

Add any deposits and other additions, loan advances, bank deposits, Online Banking deposits, other electronic deposits, or transfers between savings & checking (including Online Banking, InfoLine, and ATMs) not entered in your checkbook or savings record book. \$ _____

Subtotal (+) \$ _____

Subtract service charges, maintenance fees, automatic payments, the bank withdrawals, Online Banking payments, Debit Point-of-Sale transactions, other electronic transactions, or transfers between savings & checking (including Online Banking, InfoLine, and ATMs) not entered in your checkbook or savings record book. \$ _____

Subtotal (-) \$ _____

Balance

(=) \$ _____

These totals represent the correct amount of money you have in the bank and should agree. Please examine your statement promptly and report any errors immediately.

Important Information About Securities Line, Cash Reserve and Business Reserve

INTEREST CHARGE CALCULATION:

We figure the interest charge on your account by applying the daily periodic rate to the "daily balance" of your account for each day in the billing cycle. To get the "daily balance", we take the beginning balance of your account each day, add any new advances and subtract any credits or payments for that day. This gives us the daily balance. We add each day's interest charge to get the total interest charge which is shown on your monthly statement.

To calculate the Average Daily Balance noted in the Balance Subject to Interest Rate column we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the "average daily balance". The interest charge may be calculated by multiplying each of the average daily balances by the applicable daily periodic rate, multiplying the results by the number of days in the billing cycle divided by 365 and adding together to get the Total Interest For This Period.

WHAT TO DO IF YOU THINK YOU FIND A MISTAKE ON YOUR STATEMENT/BILL:

If you think there is an error on your statement/Bill, write to us at:
Central Bank, P.O. Box 1400, Lee's Summit, Missouri 64063-1400

In your letter, give us the following information:

- > Account Information: Your name and account number.
 - > Dollar amount: The dollar amount of the suspected error.
 - > Description of Problem: if you think there is an error on your statement/bill, describe what you believe is wrong and why you believe it is a mistake.
- You must contact us within 60 days after the error appeared on your statement/bill. You must notify us of any potential errors in writing. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question. While we investigate whether or not there has been an error, the following are true:
- > We cannot try to collect the amount in question, or report you as delinquent on that amount.
 - > The charge in question may remain on your statement, and we may continue to charge you interest on that amount. But if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount.
 - > While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
 - > We can apply any unpaid amount against your credit limit.

PERSONAL ACCOUNTS:

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS

Telephone us at 1-866-998-4617

or write us at:

Central Banccompany, Regulation E Investigations, P.O. Box 779, Jefferson City, MO 65102-9982

as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent you the FIRST statement on which the problem or error occurred.

- (1) Tell us your name and account number
- (2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- (3) Tell us the dollar amount of the suspected error.

We will investigate your complaint and will correct any error promptly. If we take more than 10 business days to do this (20 business days if the transfer involved a new account), we will recredit your account for the amount you think is in error, so that you will have use of the money during the time it takes us to complete our investigation.

**Discount Playground Supply**

P.O Box 278
Simpsonville South Carolina 29681
888-760-2499

Estimate

EST-119393

Bill To**Hills of Shannon HOA - MO**

308 Killarney Lane
Smithville, MO 64089

Estimate Date : 03.22.2022






Expiry Date : 04.05.2022

Reference# : (As Requested Per
QN5188)

Sales Person : Perry Perret

Ship To**Hills of Shannon HOA - MO**

Constance Scott
308 Killarney Lane
Smithville, MO 64089

| # | Item & Description | Qty | Rate | Amount |
|-----------|--|------------|----------|-------------------|
| 1 |  12" Plastic Border w/Spikes ACTI-APS-Border12 | 55 Each | 35.45 | 1,949.75 |
| 2 |  ADA Full Wheelchair Ramp for 8" -12" Borders ACTI-APS-ADAFullRamp | 1 Each | 825.95 | 825.95 |
| 3 |  Premium Swing Mat MAHA-Premium Swing Mat | 4 Each | 72.95 | 291.80 |
| 4 |  Adaptive Swing Seat 2-12 Year Old's - 125 lbs. - Dark Red SUPE-ADP-10-Dark Red | 1 Each | 865.95 | 865.95 |
| 5 |  Shipping Charges Customer Shipping Charges | 1 Each | 1,345.40 | 1,345.40 |
| Sub Total | | | | 5,278.85 |
| Total | | | | \$5,278.85 |

Notes

Purchase orders can be faxed to 888.988.4355

Terms & Conditions

Unless approved, all orders must be prepaid before your order is shipped.
Due to impact of the Covid 19 virus, freight is only guaranteed for 30 days

**Discount Playground Supply**

P.O Box 278
Simpsonville South Carolina 29681
888-760-2499

Estimate

EST-119394

Bill To

Hills of Shannon HOA - MO

308 Killarney Lane
Smithville, MO 64089

Ship To

Hills of Shannon HOA - MO






Constance Scott
308 Killarney Lane
Smithville, MO 64089

Estimate Date : 03.22.2022

Expiry Date : 04.05.2022

Reference# : Alternate Items

Sales Person : Perry Perret

| # | Item & Description | Qty | Rate | Amount |
|---|--|------------|--------------|-------------------|
| 1 |  12" Plastic Border w/spike - Each 2by2-2by2412 | 55 Each | 27.95 | 1,537.25 |
| 2 |  ADA Full Wheelchair Ramp for 12" Borders 2by2-2by2FRS12 | 1 Each | 617.95 | 617.95 |
| 3 |  Extreme Swing Mat 32" x 54" x 2" - Black INTE-MAT32X54BK-Black | 4 Each | 97.95 | 391.80 |
| 4 |  Adaptive Swing Seat 2-12 Year Old's - 125 lbs. - Dark Red SUPE-ADP-10-Dark Red | 1 Each | 865.95 | 865.95 |
| 5 |  Shipping Charges Customer Shipping Charges | 1 Each | 1,070.45 | 1,070.45 |
| | | | Sub Total | 4,483.40 |
| | | | Total | \$4,483.40 |

Notes

Purchase orders can be faxed to 888.988.4355

Terms & Conditions

Unless approved, all orders must be prepaid before your order is shipped.
Due to impact of the Covid 19 virus, freight is only guaranteed for 30 days



Connie Scott <pinkfish187@gmail.com>

Fwd: [Recreation Installations , LLC Contact] From Dave Mullen

2 messages

Dave Mullen <dave.mullen4@gmail.com>
To: Connie Scott <pinkfish187@gmail.com>

Thu, Mar 24, 2022 at 12:11 PM

Here you go

----- Forwarded message -----

From: **Steve Grider** <steve@recinstall.com>
Date: Tue, Feb 22, 2022, 1:19 PM
Subject: Re: [Recreation Installations , LLC Contact] From Dave Mullen
To: Dave Mullen <dave.mullen4@gmail.com>

The swing with concrete pad, pour in place rubber surfacing, sidewalk, installation would run 25-27k. The panels depending on how you did any kind of surfacing would run 10-11k with sidewalk. They technically do not need any surfacing since this is no fall height requirement.



Recreation Installations
We See Fun In Your Future

Steve Grider
President
816-651-4141
recreationinstallations.com
facebook.com/recinstall

On Tue, Feb 22, 2022 at 9:10 AM Dave Mullen <dave.mullen4@gmail.com> wrote:
What kind of money are we talking about to do both ideas?

Dave Mullen

On Fri, Feb 18, 2022, 9:56 AM Steve Grider <steve@recinstall.com> wrote:

Good morning. We went by your existing playground and took a look. As you know, what you have there has no ADA compliance nor can be changed to be compliant. So I think the best thing to do would be to add something to the east side of the existing play area. You would also need about 21ft of sidewalk poured to a new play area that is designed for ADA children. Or to simplify, you could also add a large group of free standing panels that would be fun for that child. See attached. This could be placed just to the east of the existing play area.

Another option would be to do a 2 seat ADA swing. The attached picture is a job we did for the Make A Wish foundation. Just wanted to get your thoughts on maybe what direction you think would be best??



Recreation Installations
We See Fun In Your Future

Steve Grider
President
816-651-4141
recreationinstallations.com
facebook.com/recinstall

On Tue, Feb 8, 2022 at 9:37 AM Dave Mullen <dave.mullen4@gmail.com> wrote:
Thanks

On Tue, Feb 8, 2022, 9:32 AM Steve Grider <steve@recinstall.com> wrote:
Sounds good!! I will take a look and give you some feedback.



Recreation Installations
We See Fun In Your Future

Steve Grider
President
816-651-4141
recreationinstallations.com
facebook.com/recinstall

On Tue, Feb 8, 2022 at 9:29 AM Dave Mullen <dave.mullen4@gmail.com> wrote:
Yes that is the location.

We do have a few kids with disabilities in the HOA. No one is complaining one family has asked us to look into it. The city of Smithville is currently giving grant money to HOAs for beautification projects. Also there are other places to get Grant's for this type of thing. We are trying to be proactive instead of reactive.

Dave Mullen

On Tue, Feb 8, 2022, 9:14 AM Steve Grider <steve@recinstall.com> wrote:

Good morning. I am planning on going by the park area this Thursday. I am assuming it is the only one in the HOA?? Its off of Derby St near the lake, correct? You had mentioned that you would to get the playground more ADA accessible, do you have children with disabilities in the HOA? Have their parents complained?? Just trying to get the scope of the situation.

Thanks!



Recreation Installations
We See Fun In Your Future

Steve Grider
President
816-651-4141
recreationinstallations.com
facebook.com/recinstall

On Wed, Jan 26, 2022 at 11:28 AM Dave Mullen <dave.mullen4@gmail.com> wrote:
Sounds good.

On Wed, Jan 26, 2022, 8:54 AM Steve Grider <steve@recinstall.com> wrote:
Sounds great! I will be back in the country Feb 6th. I will come out and take a look at things the week of Feb 7th.

On Wednesday, January 26, 2022, WordPress <wordpress@recreationinstallations.com> wrote:
Name: Dave Mullen

Email: dave.mullen4@gmail.com

Comments: Our HOA is looking to improve our current playground area and would also like to make it more ada accessible. We would like your input and a quote as to what it would take to get it done.

We are the Hills of Shannon in Smithville.



Recreation Installations
We See Fun In Your Future

Steve Grider
President
816-651-4141
recreationinstallations.com
facebook.com/recinstall

Connie Scott <pinkfish187@gmail.com>
To: Dave Mullen <dave.mullen4@gmail.com>

Thu, Mar 24, 2022 at 12:51 PM

Thank you so much!
[Quoted text hidden]



WillyGoat™

TOYS & PLAYGROUNDS

Search

Swings ▾ Playgrounds ▾ Freestanding ▾ Shades ▾ Surfacing ▾ Park ▾ Exercise ▾ Amusement ▾

Product

Quantity

Total



GroundSmart Playground Rubber Mulch -

Black

\$779.00

- 16 +
Remove

\$12,464.00



Rubberific Playground Border Timbers, 8
Inch High - 1 Piece / Earthtone Brown

\$114.10

- 4 +
Remove

\$456.40



Plastic Playground Border with Spike, 12
Inches Tall - Black / 1 Border

\$34.00

- 55 +
Remove

\$1,870.00



Cart



Cart

- Swings ☒ [Playgrounds](#) ☒ [Freestanding](#) ☒ [Shades](#) ☒ [Surfacing](#) ☒ [Park](#) ☒ [Exercise](#) ☒ [Amusement](#) ☒ [Backyard & Toys](#) ☒ [Helpful Links](#) ☒



Black

\$779.00

\$12,464.00

Remove

Total **\$15,640.40 USD**

**Rubberific Playground Border Timbers, 8
Inch High - 1 Piece / Earthtone Brown**

\$114.10

\$456.40

Remove

**Plastic Playground Border with Spike, 12
Inches Tall - Black / 1 Border**

\$34.00

\$1,870.00

Remove

ADA Accessible Full Ramp

\$850.00

4850.00

Remove

Proceed to Checkout

Taxes and shipping calculated at checkout

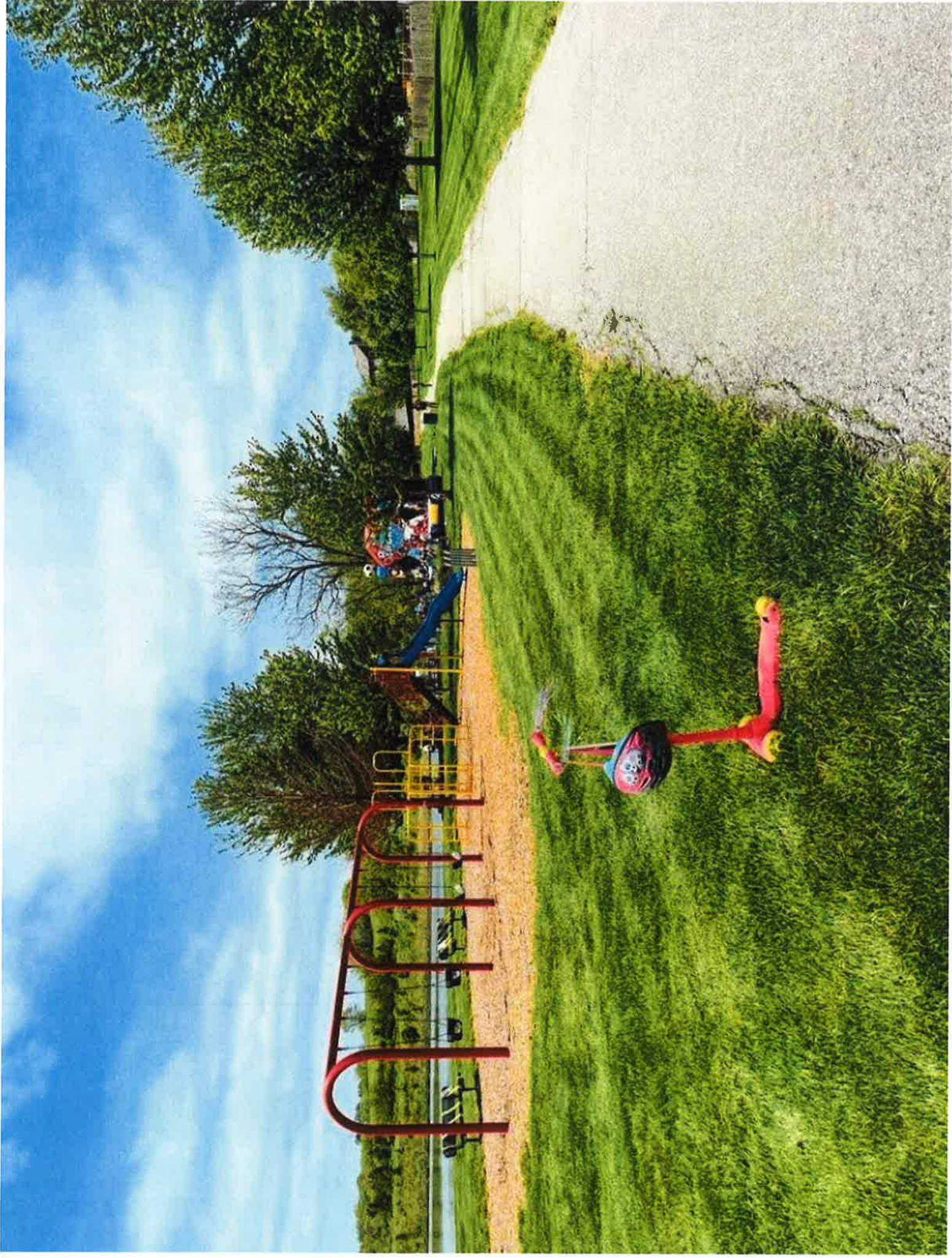
 100% Secure Payments

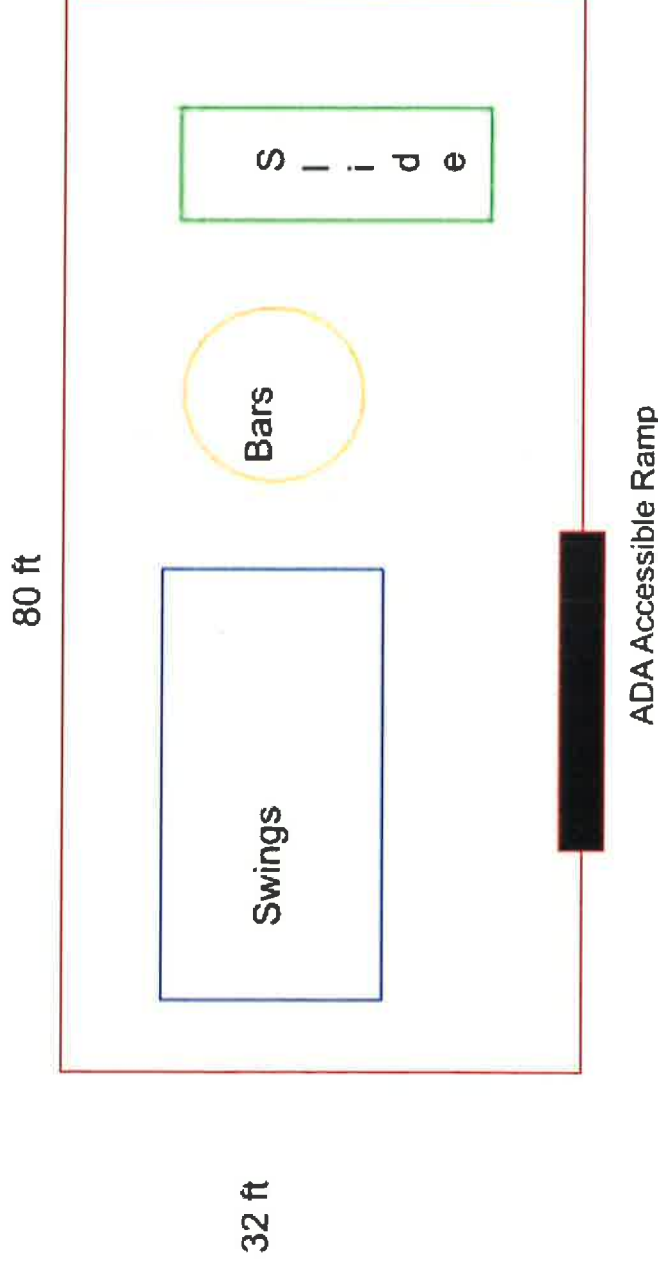




ADA
SWING







Hills of Shannon park upgrade will be a perimeter of 4ft plastic boards that are 12 inches high. They will connect via spike driven thru. The ADA accessible ramp will be in towards the left side of the playground for easy access from the walking trail. This will allow for wheelchairs to easily go into the play area. One of the 4 swings will be replaced with an ADA swing. The goal is to replace the wood mulch, if possible, with rubber mulch. The rubber mulch will be distributed at a depth of 6 inches. This depth will allow for a fall absorption of 16 inches - thus reducing injuries. Rubber mulch does not break down as quickly as wood mulch and with a border around the play area to keep the mulch contained, there will be a cost savings associated with not having to mulch every year. Rubber swing mats are the alternative for rubber mulch should the HOS need to explore other options. However, they are not the desirable option.



Neighborhood Beautification Grant Application City of Smithville, MO

Applicant Information

Neighborhood or Homeowners' Association Name: Rollins' Landing

Date: March 30, 2022

Address: 1506 Sophie Dr.

Street Address

Smithville, MO 64089

City

State

ZIP Code

Phone: (816)805-5395/(816)365-3689

Email: golfbcos@gmail.com

Contact Person: Becky Crosby/Nate Crosby

Title: Social and Maintenance Committee Chairs

Project Title: Pool Fence replacement and expansion of pool deck area

Brief Description of the proposed Project:

Install new pool fence at neighborhood pool, including adding two feet to each side for new pavers in future years.

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>Fence \$9,225 (\$10,787.50-tearing out fence)</u> |
| Grantee Cash Contribution: | <u>\$3,432.50</u> |
| Grantee In-Kind Contribution: | <u>\$2,360</u> |
| Grant Amount Requested: | <u>\$5,792.50</u> |

Project Information – Please attach additional documentation if needed

Expected Project Start Date April 25, 2022

Expected Completion Date April 28, 2022

Description of how this project will enhance the neighborhood:

The pool fence addition will allow more room for chairs and tables for growing resident population, while fixing a failing and outdated aluminum fence with a steel one.

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

There is \$3,432.50 available through the HOA funds. In addition, people are offering time and talents in areas of design, tear-out of old fence and landscaping. Volunteer hours will match \$2,360 at a minimum.

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

The maintenance committee will annually assess what needs to be added or removed from landscaping, and a small annual budget of \$500 to address any needs will be planned in.

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


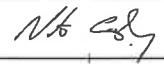
| TOTAL PROJECT COST (grant funds requested plus applicant match) | | |
|--|----------------------|----------------|
| List all items/service required for project completion. | | |
| Vendor/supplier: | Item/service: | Amount: |
| Elite Fence & Deck | Pool Fence | \$9,225 |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| Total Project Cost | | \$9,225 |

| 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 Reserve Fund | Fence | \$2,252.50 |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| Total Cash Contribution | | \$3,432.50 |

| 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: |
| HOA Members | Volunteer time-project design, tearing out existing fence | \$2,360 |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| Total In-Kind Contribution | | \$2,360 |

| | |
|--|-------------------|
| Total Project Cost | \$9,225 |
| Total Cash Contribution | \$3,432.50 |
| Total In-Kind Contribution | \$2,360 |
| Total Grant Amount Requested from the NBG Program | \$5792.50 |

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

| Name | Phone Number | # of Hours Pledged | Signature |
|----------------------------|-----------------------------|--------------------|--|
| Laura Coleman | (816)398-0882 | 8 | On text |
| Keath Coleman | (816)442-9070 | 10 | On text |
| Melissa Adair | (816)896-8567 | 10 | On email |
| AL Adair | (816)896-4013 | 10 | On email |
| Rachel Frankum | (816)694-7837 | 5 | On text |
| Josh Frankum | | 10 | On text |
| Greg Hinds | (816)868-4119 | 10 | On text |
| Cindy Hinds | (816)868-8119 | 10 | On text |
| Sarah Fluere | (480)516-2134 | 5 | On text |
| Becky Crosby | (816)805-5395 | 15 |  |
| Nate Crosby | (816)365-3689 | 15 |  |
| Landon Hinds/Ethan Hinds | (816)868-2662/(816)886-8653 | 10 | On text |
| TOTAL HOURS PLEDGED | | 118 | |

To whom it may concern. I fully support the requests for a new fence, and the entry way signage landscaping. The HOA has funds in place to get started, and may spread out over two years as re-imbursement and volunteer hours are added. We hope to be considered for this project.

John Chevalier

Rollins HOA President

816-986-9800

johnnychevyeg@gmail.com

Rollins Landing HOA Board, 2022

President, John Chevalier

Treasurer, John Rider

Secretary, Stacy Orr

Calen Lamb <clamb7710@gmail.com>

Tue, Mar 29, 3:52
PM

to Golfbcos

Lamb Fence
17718 N US 169 Hwy
Smithville, MO 64089

Pool fence for Rollins landing swimming pool area!!

6 ft 3 Rail Majestic Black Steel fence
With a 4 ft gate!!

Materials \$11,757.00

Tear out of old fence \$1,350.00

Labor charge \$6,575

Total fence install \$19,682

Materials price is required to start the fence! Usually take 3-7 days to get materials for the job to complete!!

Thanks Lamb Fence

Quality Fence

Lansing, KS 66043 913-208-6957 913-208-6955
www.qualityfencekc.com

Estimate

Becky Crosby
Community Pool
Sophie Dr
Smithville, MO
816-365-3689
golfbcos@gmail.com

March 30, 2022

Description

This bid includes removing the existing fence and installing 265 lf* of 6' tall Montage Majestic powder-coated steel fence.

- All posts shall be 2" square powder-coated
- All panels shall be 6' x 8' powder-coated
- Job shall take 2 working days to complete
- Building permit and applicable tax included
- Fence includes a five-year labor and Limited-Lifetime manufacturer's warranty
- Gates include a one-year warranty
- Any hole that requires rock excavation is an additional \$30.00 per hole
- Any excavation that requires the use of a jackhammer will be an additional \$150
- All posts shall be set in mixed concrete

Total \$11,845.00 installed*

**Price based on virtual measurements and must be verified prior to installation.*

Customer Approval

Date

Estimate expires in 7 days.

Prices include applicable tax. Quality Fence, LLC is not responsible or liable for determining property boundaries. Customer accepts full responsibility for fence placement and will not hold Quality Fence, LLC liable if fence is located outside of property lines. Quality Fence, LLC highly recommends a stake survey be done prior to fence installation to determine property boundaries. Customer is responsible for marking any private underground utility or sprinkler lines. Quality Fence, LLC is not liable for damage to any private or public underground utility or sprinkler lines and cannot be held responsible, financially or otherwise. Quality Fence, LLC does participate in the DigSafe utility notification system. No deposit or down payment is required, however, **PAYMENT IS DUE IN FULL** on the **DAY OF COMPLETION**. Failure of this customer to pay Quality Fence for supplying material or services to complete this contract can result in the filing of a mechanic's lien on the property. Consent is hereby given for filing of mechanic's liens by Quality Fence for supplying materials or services for the work described in this contract on the property on which it is located if he is not paid. Payments made by credit card will be charged a 3% convenience fee.

Quality Fence

Lansing, KS 66043 913-208-6957 913-208-6955
www.qualityfencekc.com

Estimate

Becky Crosby
Community Pool
Sophie Dr
Smithville, MO
816-365-3689
golfbcos@gmail.com

March 30, 2022

Description

This bid includes installing 265 lf* of 6' tall Montage Majestic powder-coated steel fence.

- All posts shall be 2" square powder-coated
- All panels shall be 6' x 8' powder-coated
- Job shall take 2 working days to complete
- Building permit and applicable tax included
- Fence includes a five-year labor and Limited-Lifetime manufacturer's warranty
- Gates include a one-year warranty
- Any hole that requires rock excavation is an additional \$30.00 per hole
- Any excavation that requires the use of a jackhammer will be an additional \$150
- All posts shall be set in mixed concrete

Total \$10,785.00 installed*

Additional \$1,060.00 to remove and haul off existing fence

**Price based on virtual measurements and must be verified prior to installation.*

Customer Approval

Date

Estimate expires in 7 days.

Prices include applicable tax. Quality Fence, LLC is not responsible or liable for determining property boundaries. Customer accepts full responsibility for fence placement and will not hold Quality Fence, LLC liable if fence is located outside of property lines. Quality Fence, LLC highly recommends a stake survey be done prior to fence installation to determine property boundaries. Customer is responsible for marking any private underground utility or sprinkler lines. Quality Fence, LLC is not liable for damage to any private or public underground utility or sprinkler lines and cannot be held responsible, financially or otherwise. Quality Fence, LLC does participate in the DigSafe utility notification system. No deposit or down payment is required, however, **PAYMENT IS DUE IN FULL on the DAY OF COMPLETION.** Failure of this customer to pay Quality Fence for supplying material or services to complete this contract can result in the filing of a mechanic's lien on the property. Consent is hereby given for filing of mechanic's liens by Quality Fence for supplying materials or services for the work described in this contract on the property on which it is located if he is not paid. Payments made by credit card will be charged a 3% convenience fee.



Prepared for:

Rolland Landing
Nate Crosby
Sophie dr
smithville, MO 64089
(816) 365-3689 | golfbcos@gmail.com



Evaluated on:

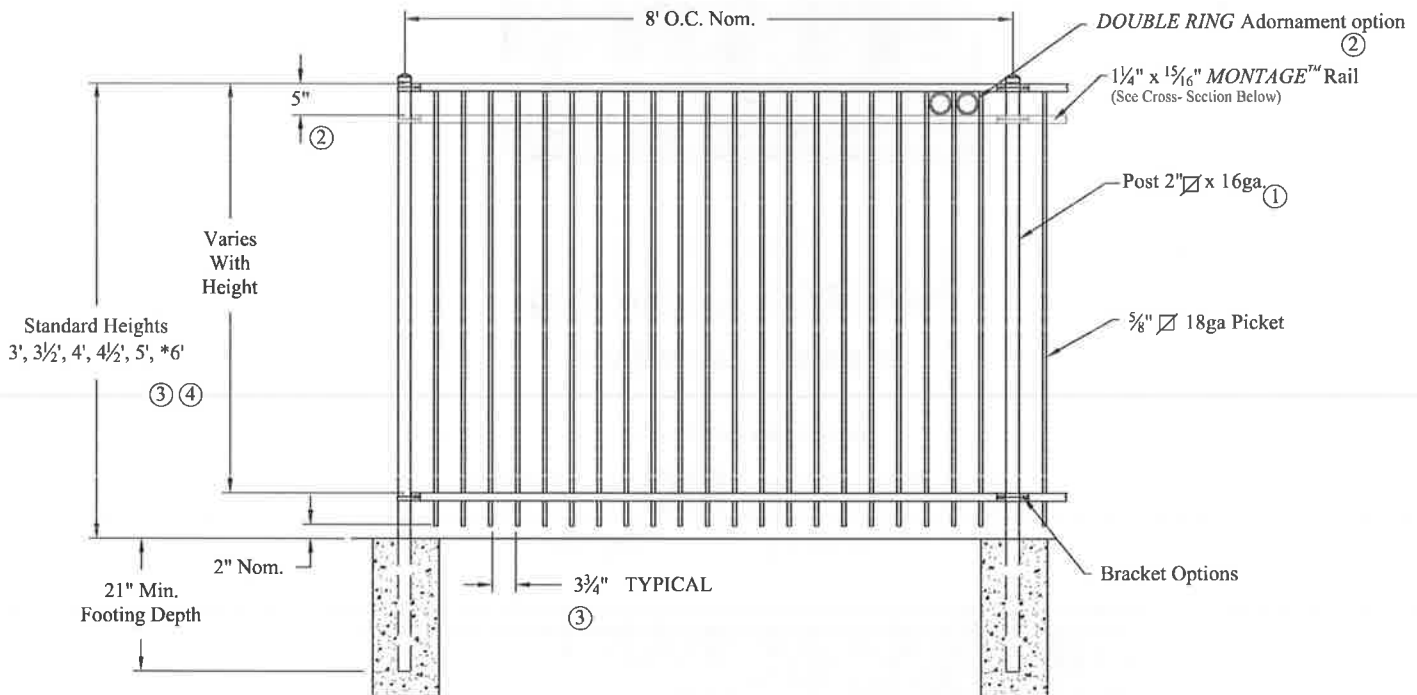
Tuesday, March 29, 2022

Evaluated By:

Dave Mansell

(816) 661-1777 | dave@elitefenceanddeck.net

Elite Fence & Deck, Inc.
1210 SW Market St
Lee's Summit, MO 64081
Main (816) 246-1850
www.elitefenceanddeck.net

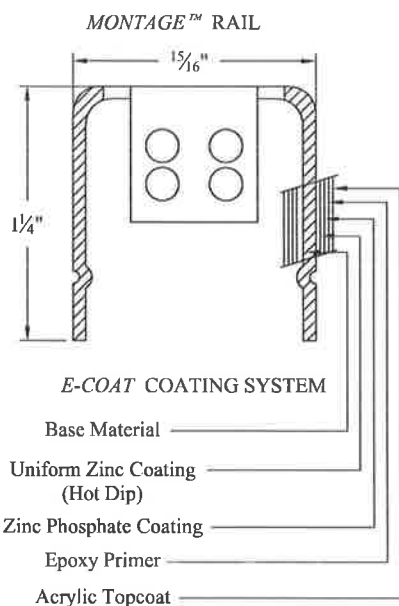


NOTES:

- 1.) Post size depends on fence height and wind loads. See *MONTAGE™* specifications for post sizing chart.
- 2.) Third rail required for *Double Rings*.
- 3.) Available in 3" air space and/or Flush Bottom on most heights.
- 4.) Three rails required for 6' tall.

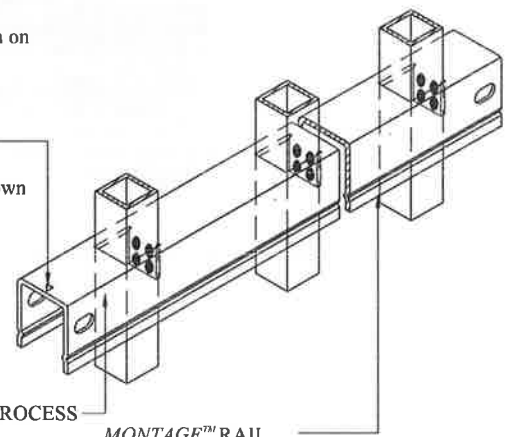
RAKING DIRECTIONAL ARROW

Welded panel can be raked 45° over 8' with arrow pointing down grade.



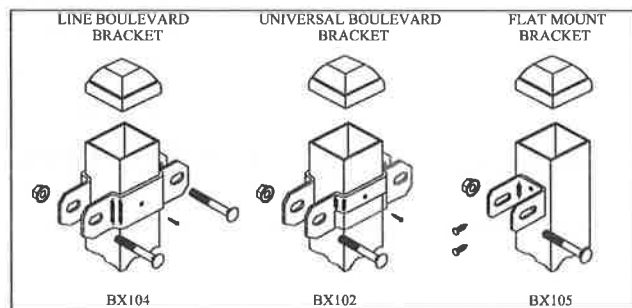
PROFUSION™ WELDING PROCESS

No exposed welds,
Good Neighbor profile - Same
appearance on both sides



MONTAGE™ RAIL

Specially formed high strength
architectural shape.



**RESIDENTIAL WELDED STEEL PANEL
PRE-ASSEMBLED**

MONTAGE MAJESTIC 2/3-RAIL

| | | |
|--------|--------------|---------------------|
| DR: CI | SH. 1 of 1 | SCALE: DO NOT SCALE |
| CK: ME | Date 7-19-11 | REV: c |



AMERISTAR™

1555 N. Mingo
Tulsa, OK 74116
1-888-333-3422
www.ameristarfence.com

Values shown are nominal and not to be used for installation purposes. See product specification for installation requirements.

RMISO

Scope of Work

We would like to thank you for giving us the opportunity to earn your business. After performing a thorough examination of your property, we have prepared the following estimate and diagram to provide all labor, material, taxes, and insurance required to meet the needs of your project. We believe this will provide a detailed explanation of our solution as well as the associated costs.

Rolland Landing pool

Ornamental Iron Fence (Montage)

Fencing

| Product | Quantity |
|--|----------|
| 6' Majestic (3 3/4" air space) <i>Flat Top, 3 Horizontal Rails, 3 3/4" spacing between pickets</i> | 225 |
| <i>Our Montage line of ornamental fences is the leader in residential steel fencing. Montage give a residence the elegant look of wrought-iron fencing without the expensive maintenance demanded by traditional wrought-iron.</i> | |
| | |

Gates

| Product | Quantity |
|---------|----------|
| No Gate | 0 |

Notes

Re-use existing gate

Tear Out

| Product | Quantity |
|---|----------|
| *Fence Tear Out & Haul Away <i>Fence Only - No Brush, Landscaping Logs, Etc.</i> | 225 |
| <i>Line posts will be cut at ground level. If possible, we remove the concrete and post at the corners and gates.</i> | |

Notes

N/A

Permits

| Product | Quantity |
|---|----------|
| No Permit Required <i>Your city does not require a fence permit.</i> | 0 |

Notes

N/A

Fuel Surcharge

| Product | Quantity |
|---------|----------|
| Zone 3 | 1 |

Notes

N/A

Costs

Section: Rolland Landing pool

| Description | Quantity | Cost |
|--------------------------------|----------|-------------|
| 6' Majestic (3 3/4" air space) | 225.00 | \$9,225.00 |
| *Fence Tear Out & Haul Away | 225.00 | \$1,462.50 |
| Zone 3 | 1.00 | \$100.00 |
| Total Cost: | | \$10,787.50 |
| Total: | | \$10,787.50 |

Payment Terms

| | | |
|------------------|-------------------------------------|-------------|
| One-Time Payment | <i>Due after project completion</i> | \$10,787.50 |
|------------------|-------------------------------------|-------------|

Terms & Conditions

Contract

Customer(s) agree, warrant and state that Customer(s) are responsible for the following, unless specified in writing by Elite Fence & Deck, Inc.:

Payment for work completed is due the day of completion. A finance charge of 2% per month past due, which is an annual percentage rate of 24%, shall be applied to accounts that are not paid within 30 days after completion of any work invoiced. All materials will remain the property of Elite Fence & Deck, Inc. until all invoices pertaining to this job are paid in full. The Customer agrees to pay all interest, costs and attorneys' fees incurred in the collection of the amount due hereunder.

Charge Authorization; Unpaid Invoice Amounts. (Customer) expressly authorizes (Contractor) to charge the credit card on file for the balance due and owing, including any applicable service or late fees, if payment is not timely received in accordance with the terms of this contract. In the case of a failed or declined payment, (Customer) authorizes the credit card on file to be processed until the payment can be successfully processed or a new credit card is provided. (Customer) acknowledges that there are no refunds on amounts paid under this Agreement unless permitted in writing by (Contractor) or as otherwise provided in this Agreement. (Customer) understands that they are providing the above authorization by executing this Agreement.

Elite Fence & Deck, Inc. provides a one (1) year warranty on workmanship and is in effect from the day the job is completed, but only after payment in full of the contract by the Customer.

Elite Fence & Deck, Inc. is not responsible for any damage that may occur to an existing underground irrigation system (sprinkler system) or pool water lines during fence or deck installation. These are unable to be located above ground by the locate companies (Missouri One Call & Kansas One Call) or Elite Fence & Deck, Inc. employees.

Elite Fence & Deck, Inc. is not responsible for any damage that may occur to drainage tiles, private sewer lines, private utilities, private propane tank lines, private electrical lines, etc. These are unable to be located above ground by the locate companies (Missouri One Call & Kansas One Call) or Elite Fence & Deck, Inc. employees. You may contact the contractor that installed them to mark placement of these lines.

Elite Fence & Deck, Inc. is not responsible for any damage that may occur to plants, shrubs or gardens, surrounding the fence line work area. We will do our best to avoid damaging them, but sometimes it's impossible to get around them to put a fence in. Any items such as bird baths, trellis, signs, and other landscape décor should be moved out of the fence line area by the customer prior to the installation to avoid damage.

All fence lines should be clear of brush, overgrowth, and debris prior to installation.

The customer assumes full responsibility for the property line and getting the necessary **HOA or governmental authority approval** when applicable. If you are unsure of your property line, we recommend getting a survey prior to the fence installation.

Elite Fence & Deck, Inc. will obtain necessary municipal and/or county permits. If you cancel the install of the fence within 30 days of the scheduled date you will be responsible for paying Elite Fence & Deck, Inc. the permit cost. We apply for them 30 days in advance due to the time it takes for the city to approve them.

A \$10.00 per hole charge will be added to the bid in event of adverse digging (rock, root, utility lines, etc.).

Additional charges for use of jackhammer to break up rock or roots is \$125.00 for the first hour and \$45.00 per additional hour.

If we show up to start an install and the jobsite is not ready, there will be a \$300 mobilization fee added to your final invoice.

If we are unable to install the **entire job** on the original date of install and an additional date is required to come back to finish (possibly due to a pool, landscaping, or other work being done), there will be a \$300 mobilization fee added to your final invoice.

- A 25% down payment is due at bid acceptance. We will not schedule the project until the down payment is received. Bids that are accepted must have their down payment paid within 7 days or the bid will be cancelled and subject to a price increase.
- Bids over 14 days may be revised due to material cost changes. The cost and price as quoted in the bid is subject to change depending on an increase in the cost of the materials to Elite Fence & Deck, Inc. This increase in cost shall be issued and determined in the sole discretion of Elite Fence & Deck, Inc., and will be provided to the Customer in writing as soon as reasonably possible.
- The Customer is aware that outside temperature and moisture conditions may adversely effect wood products and therefore the customer expressly agrees that Elite Fence & Deck, Inc., shall not be responsible for any expansion, shrinkage, cupping, buckling, warping, checking, cracking, splitting, knots or other reaction of wood to moisture, or dryness. Wood is a natural product that changes with the outside elements. Any replacement that needs done would be at an additional charge to the Customer. Elite Fence & Deck, Inc. shall not be held responsible for any type of insect infestation.
- Most new fence installs take 2 days for installation. We set posts on day 1 and finish on day 2. If we are tearing out an existing fence, the install will take 3 days. We will tear out the fence on day 1, set posts on day 2, and finish the fence on day 3.
- This Contract shall become binding upon the Customer upon either the beginning of the work by Elite Fence & Deck, Inc. as contemplated herein or upon the Customer signing the bid and/or this Contract.

By signing any forms or agreements provided to you by Elite Fence & Deck, Inc., you understand, agree and acknowledge that your electronic signature is the legally binding equivalent to your handwritten signature. You agree, by providing your electronic signature, that you will not repudiate, deny or challenge the validity of your electronic signature or of any electronic agreement that you electronically sign or their legally binding effect.

Signature: _____ Date: _____ Time: _____

Bylaws
of the
Rollins' Landing Homes Association, Inc.

A Missouri Nonprofit Corporation (Association)

Article I. NAME AND PURPOSE

Section 1.01: Name

The NAME of this organization shall be the (Rollins' Landing Homes Association), hereafter referred to as THE ASSOCIATION. It shall be a nonprofit organization incorporated under the laws of the State of Missouri.

Section 1.02: Purpose

The Bylaws shall govern the Association and its members and facilitate the fulfillment of the purposes provided in the Articles of Incorporation.

Article II. MEMBERSHIP

Section 2.01: Requirement for Membership

Any current owner of property in the Rollins' Landing Addition, Smithville, Missouri, is a member in the Association.

Section 2.02: Annual Dues

Unless exempted, the amount required for annual dues shall be \$200 each calendar year, unless changed by a majority vote of the Association. Full payment of the annual dues and satisfaction of any assessments and/or liens will entitle the Resident or Property Owner to full association privileges for one year from the annual due date of each calendar year of January 1st. Annual dues are to be paid in full by March 1st of each calendar year.

Section 2.03: Exempt Properties

Entities such as banks, developers, etc. which own lots within the Rollins' Landing Addition, whether improved or not improved, shall not be required to pay dues as set forth in Section 2.02. This section does not apply to individuals or families who reside within the Rollins' Landing addition.

ARTICLE III. HOME OWNERS ASSOCIATION BOARD

Section 3.01: Officers

The Association shall have the following officers:

- 1) President,
- 2) Treasurer, and
- 3) Secretary.

Section 3.01a) Nomination

Any member of the association that is current on association dues may be nominated at the end of year annual meeting, via email or standard mail as officer positions come due for election/reelection as stated below in section 3.03.

Section 3.01b) Appointed Members:

In addition to the Officers, there shall be two additional appointed members: one representative from the Rules Committee and one representative from the Maintenance Committee. These individuals will be appointed by their respective committees and will serve for terms of two years. These individuals must be reappointed each term, but can serve successive terms. Together with the elected Officers, these individuals will be responsible for the overall management of the Association.

Section 3.02: Election of Officers

Officers shall be elected by majority vote at the annual meeting per Article V, below.

Section 3.03: Term of Office.

Elected Board members will serve for a period of 3 consecutive years. They will be elected by a simple majority, consistent with section V of these bylaws, and terms will end in successive years. Two consecutive terms may be served and terms can extend if they are un-opposed during the election.

- President's term will be up for election in 2018, and continue every three years thereafter
- Treasurer's term will be up for election in 2019, and continue every three years thereafter
- Secretary's term will be up for election in 2017, and continue every three years thereafter

Terms begin on January 1st unless there is a special election to fill a vacancy, then the newly elected would start immediately.

Section 3.04: Officer Duties

The duties of the Officers are as follows:

- 1) The *PRESIDENT* shall be the principal executive officer of the Association and shall preside over all meetings, represent the Association on public occasions, and make such committee appointments from the membership as shall be deemed advisable for the effective conduct of the work of the Association.
- 2) The *TREASURER* shall collect, safeguard, disburse and make periodic reports of all funds collected in the name of the Association.
- 3) The *SECRETARY* shall keep attendance records and record the proceedings of all meetings, maintain adequate records of the Association activities, and conduct such official correspondence as shall be required.
- 4) The duties of the officers shall not be limited as enumerated above, but they may discharge in addition such duties as are assigned by the Association Membership.

Term Limits - An elected board member may only serve two consecutive terms unless they assumed office with less than 18 months remaining in a term.

Section 3.05: Duties of the Rules and Maintenance Committees

- 1) Rules Committee – The Rules Committee will be responsible for ensuring the architectural guidelines established herein are adhered to. They will be responsible for pre-approval of all construction and exterior home improvement projects, with final approval by the Board. The Rules Committee has the ability to enforce restrictions as described in the CCR's
- 2) Maintenance Committee – The Maintenance Committee shall advise the HOA Board of Directors on all matters pertaining to the maintenance, repair or improvement of the Common Properties, including the entry landscaping, lawn care, and the pool area and shall perform such other functions as the HOA Board, in its discretion, determines.

Section 3.06: Vacancies and Removal from Office

Any Officer may be removed by a majority vote, in accordance with 5.01 Voting, of the members of the Association (excluding the Officer to be removed). Upon the death, removal, resignation, or incapacity of an Officer of the Association, in accordance with 5.01 Voting, a majority vote of the Association shall elect a successor.

Section 3.07: Management

The Association shall be managed by the Officers so elected, with powers consistent with the Articles of Incorporation and these Bylaws of the Association.

ARTICLE IV. MEETINGS OF MEMBERS

Section 4.01: Place of Meetings

Meetings of the Association shall be held at a designated place the President or a majority of the Board may from time to time select.

Section 4.02: Election Meetings

Election meetings of the Association shall be held during the month of June each calendar year, at a time and place designated by the President.

Section 4.03: Annual Meeting

An annual meeting of the Association shall be held in the month of December of each year. At such meeting, the Members shall receive reports on the affairs of the Association, and transact any other business which is within the power of the Members. If an annual meeting has not been called and held within six months after the time designated for it, any Member may call the annual meeting.

Section 4.04: Special Meetings

Special meetings of the Association may be called by the President, by a majority of the Officers of the Association, or by five percent (5%) or more of the Members entitled to vote.

Section 4.05: Notice of Meetings

A written or printed notice of each meeting, stating the place, day, and hour of the meeting, shall be given by the Secretary of the Association, or by the person authorized to call the meeting, to each Member of record entitled to vote at the meeting. This notice shall be given at least thirty (30) days before the date named for the meeting.

Section 4.06: Quorum

A minimum of 10 homes, in good standing, present at any properly announced meeting shall constitute a quorum at such meeting.

A quorum is required before any vote is held or to propose any new business at a meeting.

ARTICLE V. VOTING

Section 5.01: Voting

All amendments, elections and proposals shall be decided by a simple majority (50%+1) of both in-person and/or submitted absentee/proxy ballots.

Section 5.02: Voting by Mail (includes written and electronic mail)

Where Officers are to be elected by Members, or any changes in the Bylaws/CCR's are to be voted on, or any other election is to be made whereby a count of the votes of all members may be desired, such

election may be conducted by mail/e-mail or by distribution ballot in such manner as the officers of the Association shall determine advisable.

Section 5.03: Voting Eligibility

Dues paying members in compliance with Article II Membership shall be entitled to one vote per individual lot owned in all Association elections, motions or any other issues requiring simple majority votes.

Section 5.03: Non Dues Paying Members

Any entity contemplated under Article II, Section 2.03 which does not pay annual dues, shall have one cumulative vote for all properties/lots owned.

ARTICLE VI. COMMITTEES

Section 6.01: Authorization to Establish Committees

The Association may establish committees as deemed necessary to pursue its stated objectives. Members of Committees, shall be on a volunteer basis.

ARTICLE VII. FINANCES

Section 7.01: Expenditures

Expenditures of funds amounting to over five hundred Dollars (\$500) in any month requires two Board member signatures.

Section 7.02: Financial Reports

Annual Financial Reports/Budgets shall be prepared by the Treasurer and presented to the Members at the annual meetings.

ARTICLE VIII. AMENDMENTS

Section 8.01: Procedure

These Bylaws may be amended by a vote, as stated under section V of these bylaws, provided all members are given a written copy of proposed changes at least thirty (30) days prior to the voting deadline.

ARTICLE IX. ACCEPTANCE OF BYLAWS

Section 9.01: Bylaw Acceptance

Acceptance of these Bylaws shall be by a vote, as described in section V of these bylaws, of the Members of the Association, provided written copies of the Bylaws and written notice of the meeting is given to all Members at least thirty (30) days prior to the meeting.











Neighborhood Beautification Grant Application City of Smithville, MO

Applicant Information

Neighborhood or Homeowners' Association Name: Stonebridge Homeowners Association Date: 03/15/2022

Address: 199 Stonebridge Lane

Street Address

Smithville, MO 64089

City

State

ZIP Code

Phone: 816-888-9852 Email: cathy.knight@huschblackwell.com

Contact Person: Cathy Knight Title: Secretary

Project Title: Beautification Improvements

Brief Description of the proposed Project:

(1) 4 benches around pond and labor to install; (2) Labor to install benches; (3) 10 New trees installed; (4) New entrance bushes and flowers; (5) Mulch for flower beds 96 units and labor to install; (6) Painting of large dam and driving bridge; (7) Bridge to school; (8) Labor to install walking bridge; and (9) 4 Dog Waste Stations.

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>\$7,245.00</u> |
| Grantee Cash Contribution: | <u>\$2,822.50</u> |
| Grantee In-Kind Contribution: | <u>\$800.00</u> |
| Grant Amount Requested: | <u>\$3,622.50</u> |

Project Information – Please attach additional documentation if needed

Expected Project Start Date 4/1/2022 Expected Completion Date 7/31/2022

Description of how this project will enhance the neighborhood:

These projects will help build community pride in our HOA. A neighborhood that's cared for strengthens the community and makes people want to live there.

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

The HOA has dues income to match the grant funding. Thank you for your review of our submission request.

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

The HOA has adequate dues income that can maintain the additions granted with this award.

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: Cathy Knight Digitally signed by Cathy Knight
Date: 2022.03.15 18:41:23 -05'00' Date: 03/15/2022

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: |
| (1) Amazon | (1) 4 park benches around pond x \$160 | \$640.00 |
| (2) John Wheatley Handyman | (2) Labor-install 4 benches & Waste Stations (9) | \$330.00 |
| (3) Lowes / Hardware Store / Nursery | (3) 10 Trees x \$100 each-installed | \$1,000.00 |
| (4) Illusion Landscaping | (4) New entrance bushes & flowers-installed | \$500.00 |
| (5) Lowes | (5) Mulch for flower beds-96 units & labor to install | \$1,485.00 |
| (6) Mural Artist | (6) Dam and Driving bridge painting murals | \$2,000.00 |
| (7) Amazon | (7) Walking bridge to school over creek | \$300.00 |
| (8) Boy Scout Troop #412 | (8) To install walking bridge to school | \$200.00 |
| (9) 4 Dog Waste Stations & bags | (9) Dog waste stations & bags | \$790.00 |
| Total Project Cost | | \$7,245.00 |

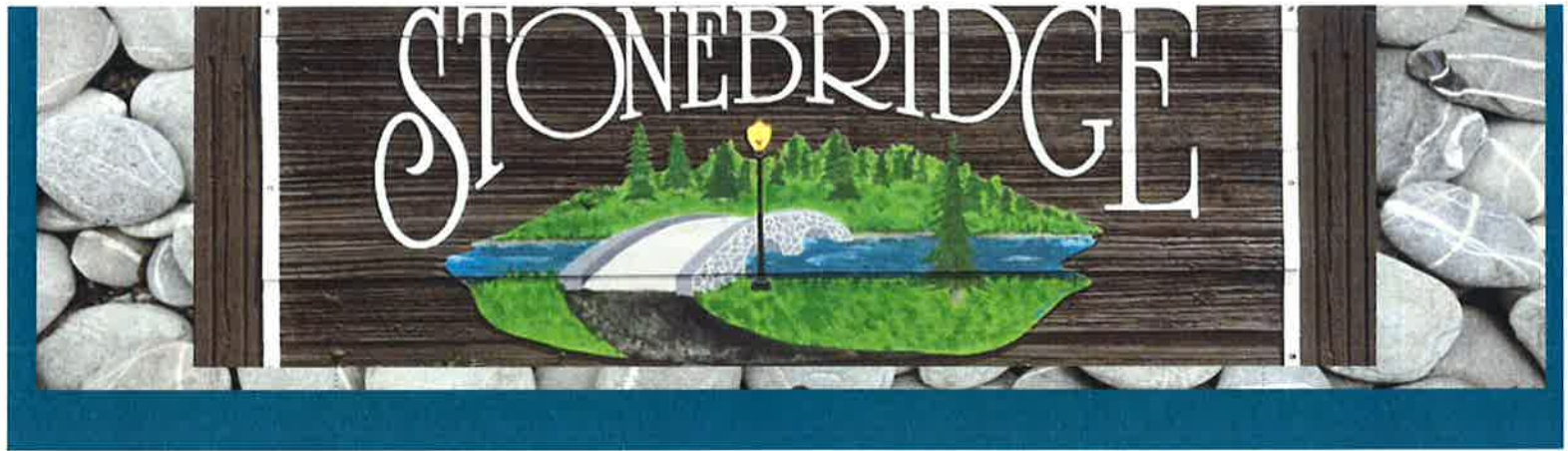
| CASH MATCH CONTRIBUTION | | |
|--|---|----------------|
| List any cash that will be contributed by your organization or others. | | |
| HOA/entity contributing cash | Item/services to be paid (if specified): | Amount: |
| HOA | | \$2,822.50 |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| 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: |
| Volunteer Hours | 40 hours Labor | \$800.00 |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| Total In-Kind Contribution | | \$800.00 |

| | |
|--|-------------------|
| Total Project Cost | \$7,245.00 |
| Total Cash Contribution | \$2,822.50 |
| Total In-Kind Contribution | \$800.00 |
| Total Grant Amount Requested from the NBG Program | \$3,622.50 |

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

| Name | Phone Number | # of Hours Pledged | Signature |
|---------------------------|--------------|--------------------|---------------------|
| President Susan Lambrecht | 816-916-1032 | 10 | /s/ Susan Lambrecht |
| VP Tina Wheatley | 501-944-2078 | 10 | /s/ Tina Wheatley |
| Secretary Cathy Knight | 816-888-9852 | 10 | /s/ Cathy Knight |
| Treasurer Connie Massie | 816-806-6344 | 10 | /s/ Connie Massie |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| TOTAL HOURS PLEDGED | | 40 | |



HOMEOWNERS ASSOCIATION

199 Stonebridge Lane • Smithville, MO 64089

Email: stonebridgelanehoa@gmail.com

Website: www.stonebridgelanehoa.com

March 15, 2021

Ms. Anna Mitchell
Ms. Brandi Schuerger
Mr. Chuck Soules
City of Smithville
107 West Main Street
Smithville, MO 64089

RE: Stonebridge Lane HOA – Neighborhood Beautification – Grant Application
Letter of Approval of Use of Funds from HOA Board

Dear City of Smithville:

Please be advised that no agencies, utilities, or property owners will be affected by our proposed project. We approve the use of funds for our proposed project.

Thank you for your consideration of our grant application.

Sincerely,

| | | |
|----------------|-----------------|--------------|
| President | Susan Lambrecht | 816-916-1032 |
| Vice President | Tina Wheatley | 501-944-2078 |
| Secretary | Cathy Knight | 816-888-9852 |
| Treasurer | Connie Massie | 816-806-6344 |

Proof of Available Funds for Cash Contribution Match

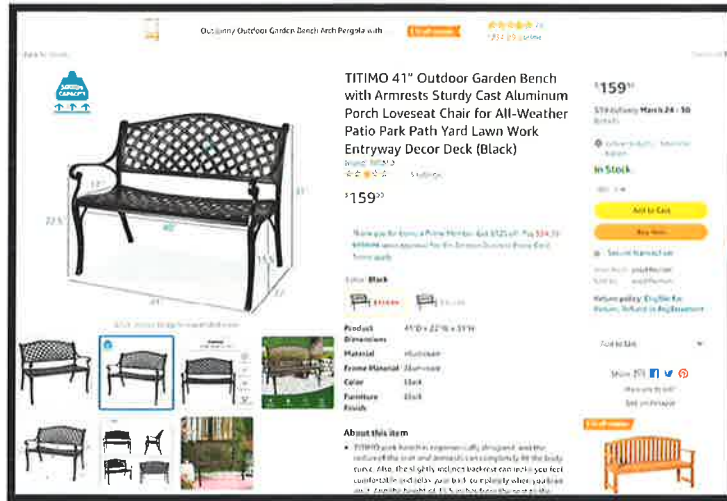
STONEBRIDGE HOA

FEBRUARY 1, 2022 THROUGH FEBRUARY 28, 2022

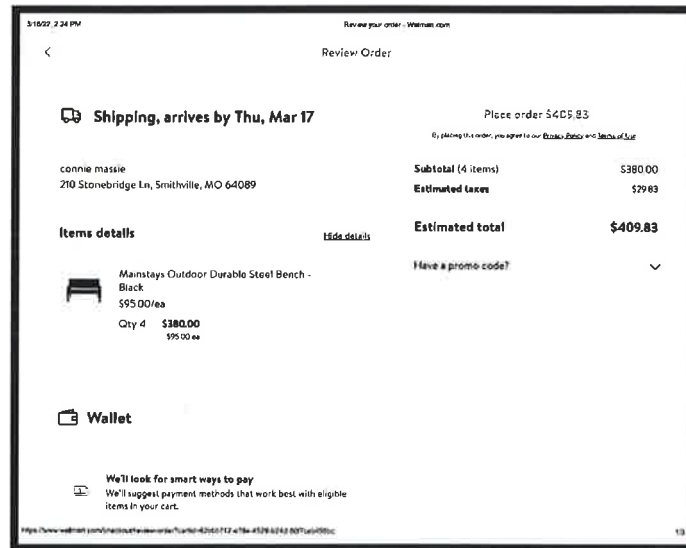
| | | |
|--------------------|-----------|------------------------------------|
| BEGINNING BALANCE: | | \$60,993.86 |
| DEPOSITS | \$ | 24,283.40 |
| | | |
| CHECK #1302 | ILLUSIONS | \$ 1658.09 |
| CHECK #1303 | ENERGY | \$ 99.70 |
| CHECK #1304 | GRABER | \$19303.00 Balance for front steps |
| | | |
| TOTAL EXPENSES: | | \$22,060.79 |
| | | |
| ENDING BALANCE: | | \$63,216.50 |

(1) 4 Park Benches around pond \$160.00 x 4 = \$640.00

Amazon:



Walmart:



Ebay:



(2) Handyman – Labor to install 4 benches -- \$300.00

John Wheatley

Invoice

John H Wheatley
149 Stonebridge
Smithville MO 64089
Phone 501.628.1778
vikrider08@live.com

DATE 4-6-2021

TO:
Stonebridge HOA
199 Stonebridge lane
Smithville, MO 64089
Phone 816 813 2770 | Email

INSTRUCTIONS

Assemble and Install 4 each benches around pond and assemble and Install dog waste station's 5 each

| QUANTITY | DESCRIPTION | UNIT PRICE | TOTAL |
|-----------|--------------------------|------------|----------|
| 4 | Labor benches | \$ 50 | \$200 |
| 5 | Labor dog waste stations | \$20 | \$100 |
| 5 | 50 lbs quikrete | \$6 | \$30 |
| SUBTOTAL | | | |
| TOTAL DUE | | | \$330.00 |
| | | | |
| | | | |

Thank you for your business!

[OFFICE ADDRESS]

[PHONE NUMBER]

[EMAIL]

| | | | |
|---|---------------------|----------------------|--|
| <h2 style="margin: 0;">Proposal</h2> | | | |
| <p>GARY Johnson LLC 350 NE 132nd St Kuno, 64165 816-868-3513</p> | | | |
| PROPOSAL SUBMITTED TO: <u>Stone Bridge</u> | JOB NAME: _____ | JOB # _____ | |
| ADDRESS: <u>199 Stone Bridge</u> <u>Smithville mo 64089</u> | JOB LOCATION: _____ | | |
| PHONE: <u>816-916-1032</u> | DATE: _____ | DATE OF PLANS: _____ | |
| FAX: _____ | ARCHITECT: _____ | | |

We hereby submit specifications and estimates for

Owner Buys walk way.
 In STALL By pouring peds on Both Ends.
 price, \$ 1,200.00

Two park Benches owner Buys. In STALL
 By pouring pads and bolting to pads

Contractor Buys all materials needed
 to In STALL

Walk way \$ 1,200.00
 Benches \$ 800.00
 Total 2000.00

We propose hereby to furnish material and labor - complete in accordance with the above specifications for the sum of:

\$ walkway Half done 600.00 Benches \$ 400.00 _____ Dollars

with payments to be made as follows: Set at \$1,600.00

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

Respectfully
submitted

LLC.

Note - This proposal may be voided by us if not accepted within _____ days

Acceptance of Proposal

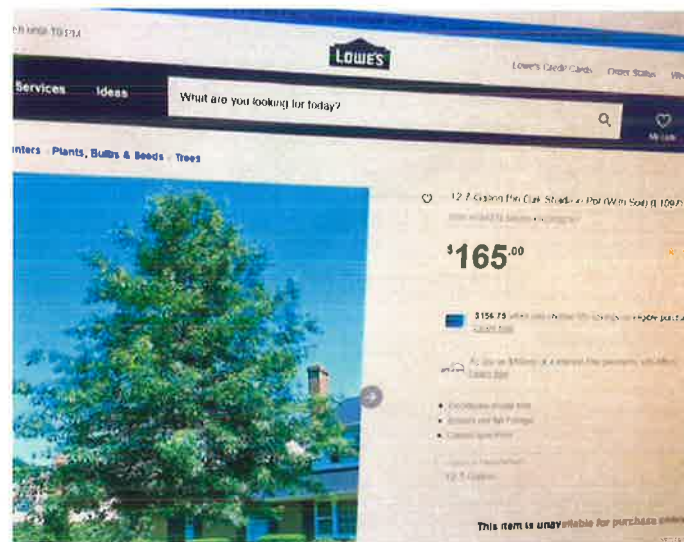
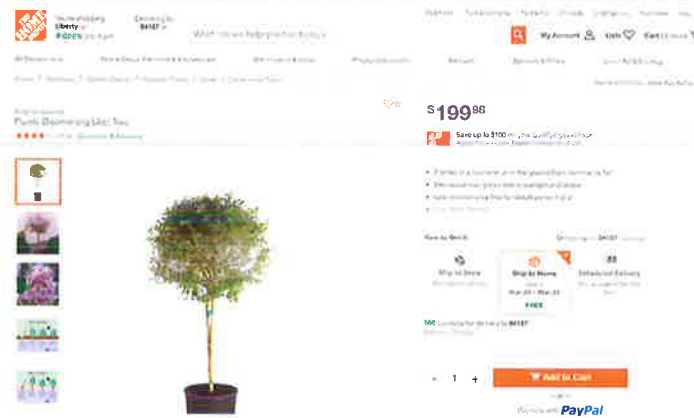
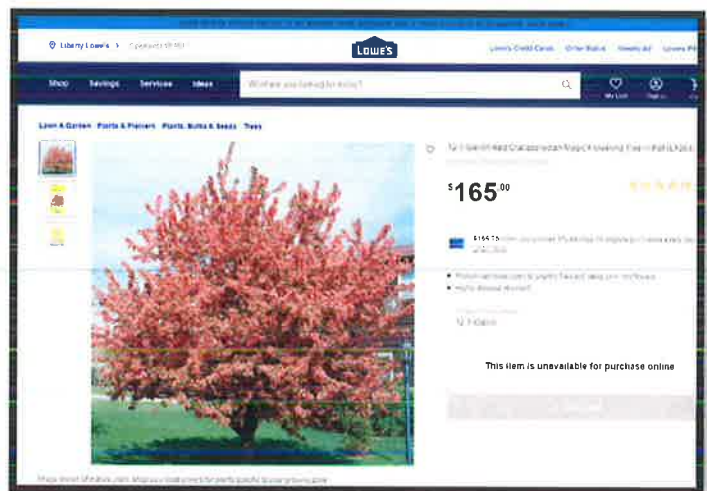
The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

Signature _____

Date of Acceptance _____ Signature _____

(3) Illusion Landscaping – 10 Trees x \$100 each – installed = \$1,000.00

Illusion Landscape's Verbal Estimate (they are our current landscaper)=\$100 per tree installed includes fertilizer, compost and staking.



(4) Illusion Landscaping new entrance bushes and flowers installed = \$500.00

Verbal estimate from our Current Landscaping Contractor

Lowes estimate:

[illegible]

314222, 12/13 AM

Rubber Mutt for Sale in Bulk & By the Bag | Premium Rubber | Checkout

Premium Rubber Surfacing

HOME LANDSCAPES PLAYGROUNDS INSTALLATIONS PRODUCTS SHOP More

The agency of your choice
Arranger from this site

(816) 750-2

5530 Yonker
Kansas City, Missu

Mutch.co

Display room open

Shopping cart

Store / Shopping cart

Standard Colors - 4 cut Premium
Recycled Rubber Shingles for Play Areas
and Landscapes.
Colors: Redwood Ruggles
Qty: 65 ✓

\$561.00

Subtotal

\$601.00

Shipping & delivery

\$65.00

Sales tax

\$18.85

TOTAL

\$675.85

Have a promo coupon? Redeem your coupon

Loading for more! Continue shopping

You may also like

Checkout

Enter your email address. This address will be used to send you order status updates.

☐ Keep me up to date on news and exclusive offers

Click here to view all items in our new and exclusive offers

(816) 750-2489

Next

Delivery options
Select how you'd like receiving your order.

Payment Information
Choose a payment method and enter your payment details.

Order confirmation
Place your order and receive a confirmation email.

Buy now

You may also like

Checkout

Enter your email address. This address will be used to send you order status updates.

☐ Keep me up to date on news and exclusive offers

Click here to view all items in our new and exclusive offers

(816) 750-2489

Next

Delivery options
Select how you'd like receiving your order.

Payment Information
Choose a payment method and enter your payment details.

Order confirmation
Place your order and receive a confirmation email.

Buy now

You may also like

Checkout

Enter your email address. This address will be used to send you order status updates.

☐ Keep me up to date on news and exclusive offers

Click here to view all items in our new and exclusive offers

(816) 750-2489

Next

Delivery options
Select how you'd like receiving your order.

Payment Information
Choose a payment method and enter your payment details.

Order confirmation
Place your order and receive a confirmation email.

Buy now

You may also like

Checkout

Enter your email address. This address will be used to send you order status updates.

☐ Keep me up to date on news and exclusive offers

Click here to view all items in our new and exclusive offers

(816) 750-2489

Next

Delivery options
Select how you'd like receiving your order.

Payment Information
Choose a payment method and enter your payment details.

Order confirmation
Place your order and receive a confirmation email.

Buy now

You may also like

Checkout

Enter your email address. This address will be used to send you order status updates.

☐ Keep me up to date on news and exclusive offers

Click here to view all items in our new and exclusive offers

(816) 750-2489

Next

Delivery options
Select how you'd like receiving your order.

Payment Information
Choose a payment method and enter your payment details.

Order confirmation
Place your order and receive a confirmation email.

Buy now

You may also like

Checkout

Enter your email address. This address will be used to send you order status updates.

☐ Keep me up to date on news and exclusive offers

Click here to view all items in our new and exclusive offers

(816) 750-2489

Next

Delivery options
Select how you'd like receiving your order.

Payment Information
Choose a payment method and enter your payment details.

Order confirmation
Place your order and receive a confirmation email.

Buy now

You may also like

Checkout

Enter your email address. This address will be used to send you order status updates.

☐ Keep me up to date on news and exclusive offers

Click here to view all items in our new and exclusive offers

(816) 750-2489

Next

Delivery options
Select how you'd like receiving your order.

Payment Information
Choose a payment method and enter your payment details.

Order confirmation
Place your order and receive a confirmation email.

Buy now

You may also like

Checkout

Enter your email address. This address will be used to send you order status updates.

☐ Keep me up to date on news and exclusive offers

Click here to view all items in our new and exclusive offers

(816) 750-2489

Next

Delivery options
Select how you'd like receiving your order.

Payment Information
Choose a payment method and enter your payment details.

Order confirmation
Place your order and receive a confirmation email.

Buy now

You may also like

Checkout

Enter your email address. This address will be used to send you order status updates.

☐ Keep me up to date on news and exclusive offers

Click here to view all items in our new and exclusive offers

(816) 750-2489

Next

Delivery options
Select how you'd like receiving your order.

Payment Information
Choose a payment method and enter your payment details.

Order confirmation
Place your order and receive a confirmation email.

Buy now

You may also like

Checkout

Enter your email address. This address will be used to send you order status updates.

☐ Keep me up to date on news and exclusive offers

Click here to view all items in our new and exclusive offers

Payment

☐ Credit Card

Enter credit card number

Expiration Month Year CVV (on back)

☐ Save as my default credit card

Apply a Gift Card | Have a PO/JOB Code for this order?

The order confirmation and upsize will be emailed to elen3837@gmail.com

Place Order

*We are required by law to charge all applicable sales taxes for online orders.
Please note that the prior bills during your checkout reflect estimated sales tax. The actual charges to your bank or payment will include appropriate state and local taxes items and will be calculated when order is shipped.

We are sending you mobile phone number and obtaining Phone Check. You agree to authorize a text message from Amazon Center when your order is ready to package. One text per order. Messages and data rates may apply and limits may be set between the hours of 9:00 am and 10:00 pm. Content not reviewed and not a substitute for purchase. You will also receive email order updates. Not all domains supported. For help, text HELP to 333447 or call 1-800-AMAZONHELP. Inexpensive texts sent STOP reply(415) in coordination text will be sent.

Wigoro 0 B cu. Rl. Rad Bagge... \$592.45
Qty : 85

Bustorial \$882.46
Scheduled Delivery \$79.00
Estimated Sales Tax* \$52.43
Apply Tax Exempt ID

Total \$723**
Have a promo code?

OET \$50 OFF* and pay \$673.00 instead on your qualifying purchase, plus receive 6 months everyday financing** on purchases over \$299 when you open a new card.

Apply Now See Terms

Need help?
Call us at 1-800-465-3337, 9 a.m. - 2 a.m. ET
For assistance with custom blinds, call 1-800-656-7320

NAPA News home depot com/hydrachex.tutorial

89

(6) Artist invoice for mural creations - \$2,000.00

[Only one person found for an estimate—the same person that updated our entrance sign].

Lily Cutler Murals

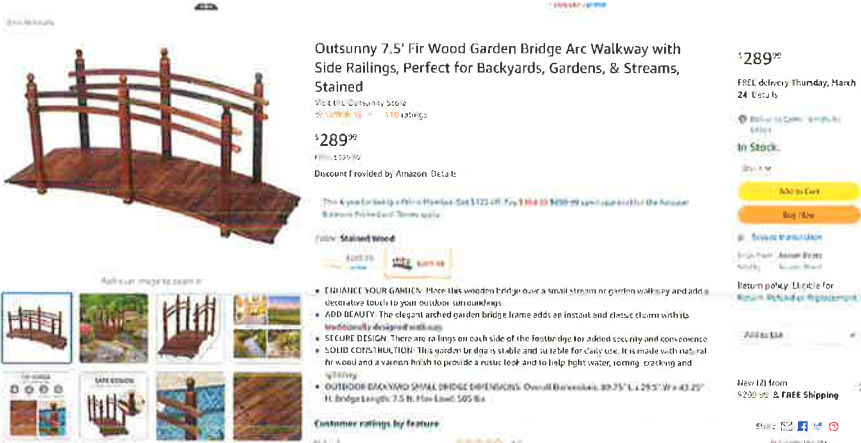
510 Kindred Drive
Smithville, MO 64089

| | |
|--------------------------------|-------------------|
| Stone Mural for Driving Bridge | \$ 500.00 |
| Scenery Mural for Dam | \$1,500.00 |
| TOTAL: | \$2,000.00 |

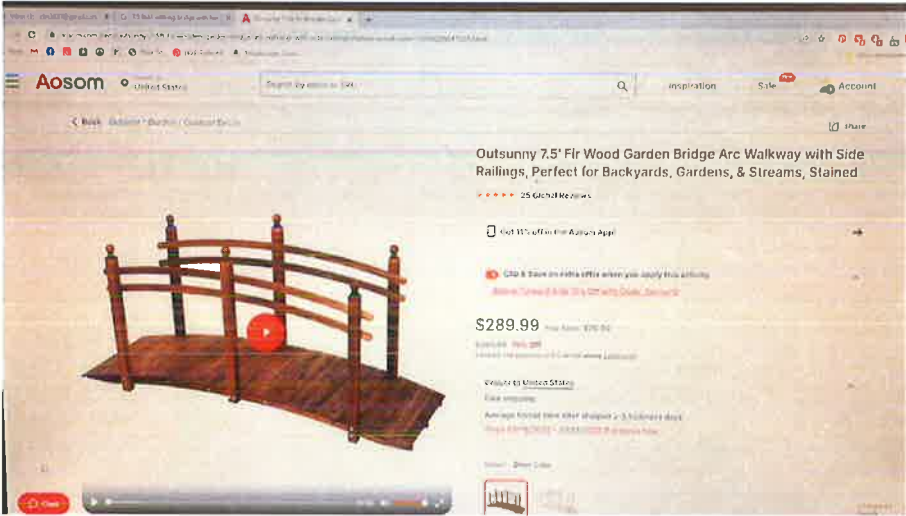


(7) **Quotes for Walking Bridge = \$300.00**

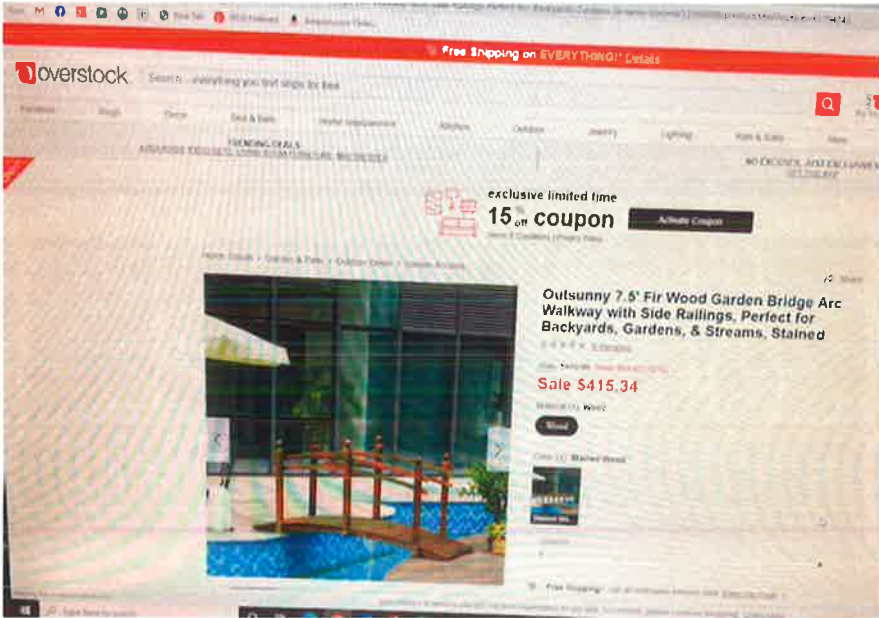
Amazon:



Aosom:



Overstok:



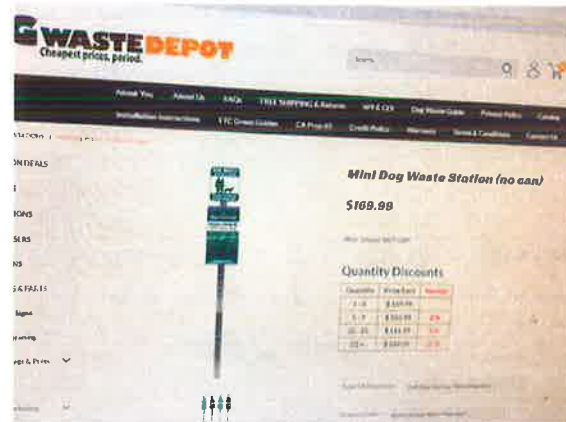
(8) Boy Scout Troup #412 Install of walking bridge to school -- \$200.00


Verbal estimate from troop leader

Gary Johnson -

| Proposal | | Page # | of | pages |
|---|---------------|-----------|----|-------|
| GARY Johnson LLC 350 NE 132nd St Kumonia, 64165 816-868-3513, | | | | |
| PROPOSAL SUBMITTED TO | JOB NAME | JOB # | | |
| ADDRESS | JOB LOCATION | DATE | | |
| DATE | DATE OF PLANS | ARCHITECT | | |
| We hereby submit specifications and estimates for | | | | |
| Owner Buys walk way. In STALL By pouring pads on both ends. price. \$ 1,200.00 | | | | |
| Two park Benches owner Buys. In STALL By pouring pads and bolting to pads. Contractors Buys all material needed to In STALL | | | | |
| walk way \$ 1,200.00 Benches \$ 800.00 Total 2000.00 | | | | |
| We propose hereby to furnish material and labor to complete in accordance with the above specifications for the sum of | | | | |
| walking Half down 600.00 Benches \$ 400.00 Dollars | | | | |
| with payments to be made as follows: Let \$ 1,600.00 | | | | |
| Respectfully submitted | | | | |
| 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. | | | | |
| Signature _____ | | | | |
| Date of Acceptance _____ | | | | |

Amazon






Bow Wow Waste®

[SHOP](#)
[ABOUT US](#)
[FREE SHIPPING & RETURNS](#)
[CUSTOMER SERVICE](#)
[FAQS](#)
[PRIVACY POLICY](#)
[DOG WASTE](#)

[WARRANTY](#)
[CREDIT POLICY](#)
[CA PROP 65](#)
[CONTACT US](#)
[ARTICLES](#)
[TEL: 877.753.6449](#)

HOME / DOG WASTE STATIONS / BUDGET DOG WASTE STATION



Budget Dog Waste Station

★★★★★ (2 reviews) Write a review

\$169.99

SKU: BW-205-30H

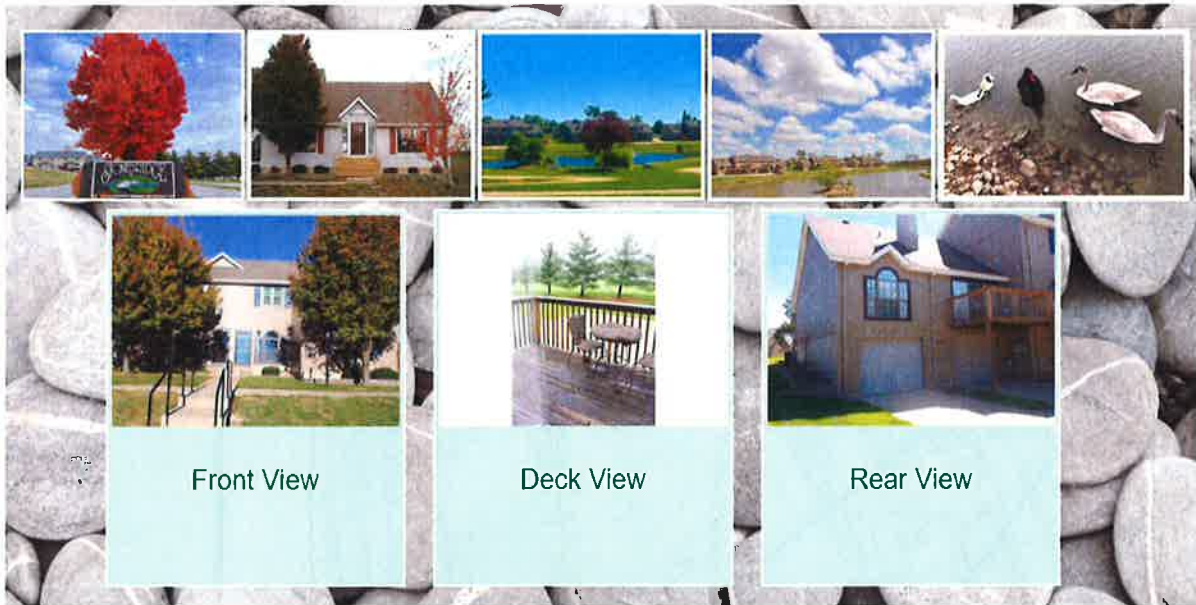
Quantity Discounts

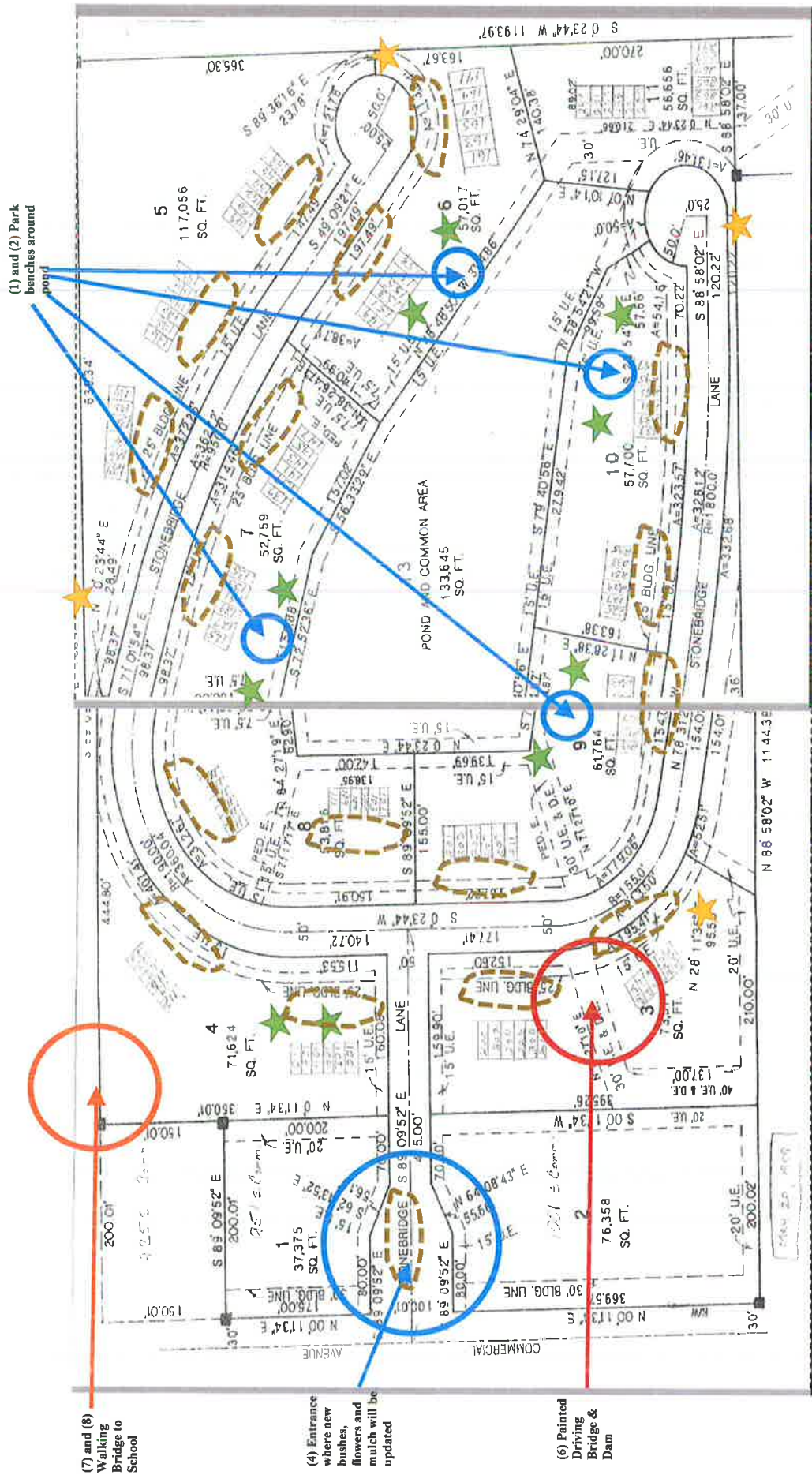
| Quantity | Price Each | Savings |
|----------|------------|---------|
| 1 | \$169.99 | |
| 2 + 9 | \$154.99 | 9% |
| 9 + 8 | \$141.99 | 9% |

Pictures from our HOA

And further information may be found at our website:

www.stonebridgelanehoa.com





(7) and (8)
Walking
Bridge to
School

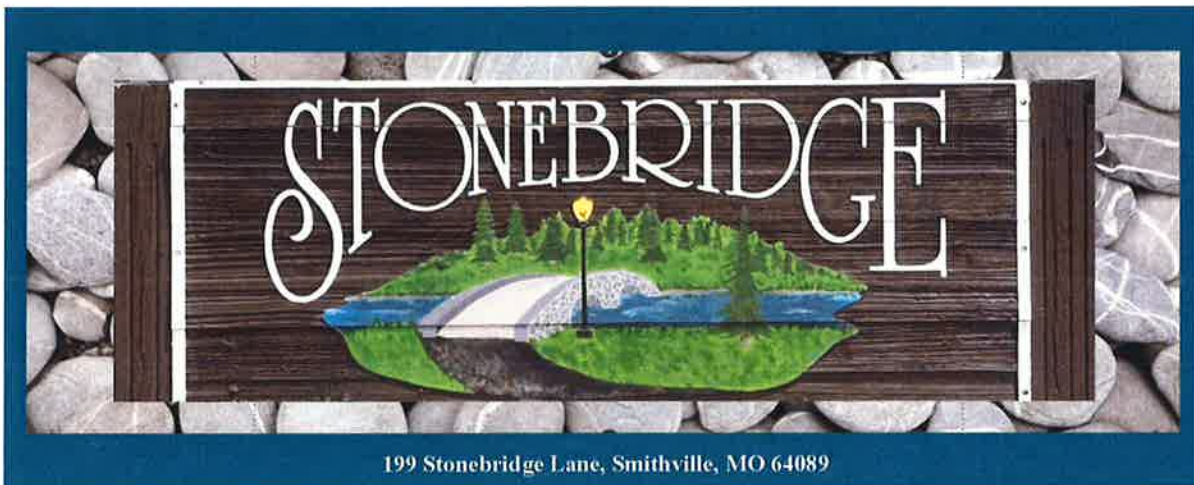
(4) Entrance
where new
bushes,
flowers and
mulch will be
updated

(6) Painted
Driving
Bridge &
Dam

(3) 10 Trees to be installed

(5) New Mulch in all flower beds to be installed=17 buildings, entrance & common areas

(9) Dog Waste Stations



Stonebridge Lane

Welcome Packet

The primary purpose of the Stonebridge Lane Homeowners Association is to build community and ensure the best quality of life for all homeowners while maintaining and enhancing property values through enforcing the covenants and maintenance of the Association common areas.



WEBSITE and EMAIL

Email: stonebridgelanhoa@gmail.com

Website: www.stonebridgelanhoa.com

Last Updated March 16, 2022



Welcome to Stonebridge

Dear New Homeowner,

Congratulations on the purchase of your new home. On behalf of the Stonebridge Homeowner's Association and all 96 homeowners of Stonebridge, we would like to officially welcome you to our neighborhood. We are so pleased that you have chosen to call Stonebridge home. We certainly look forward to meeting you whether it be by personal visit, walking throughout the neighborhood or a community meeting.

Moving into a common-interest community, property governed by a homeowner's association, can be a confusing and challenging ordeal, more especially for those who have never before been involved with a homeowner's association. Stonebridge HOA would like your experience here to be a positive and enjoyable one.

To help you, we have created this brief document to touch upon some key areas of interest for all new homeowners. This document is not designed to replace or substitute for the Stonebridge Homeowner's Association governing documents rather providing a simple summary. All potential homeowners should be given the opportunity to read and understand the governing documents prior to moving into the Stonebridge HOA, and each homeowner has the responsibility to honor the provisions of these documents.

About Stonebridge

Incorporated as a non-profit organization and located in the heart of the wonderful City of Smithville, Stonebridge offers townhomes for those seeking an affordable housing community.

Why Stonebridge HOA?

Stonebridge Homeowner's Association was created by the Developer as a formal legal entity to maintain common areas of the Association and ensure quality and value of properties within the neighborhood. As a legal authority, the HOA is deemed to enact and enforce maintenance and design standards in addition to the standards established by the City of Smithville.

Last Updated March 16, 2022



Covenants

Stonebridge is a covenant-controlled community. It is incumbent upon all homeowners to read and comply with the dedicatory documents of the Association called the Amended Declaration of Covenants, Conditions & Restrictions (DCCRs). By accepting title to your home one automatically accepts responsibility to abide by these covenants. The dedicatory documents can be found in your closing papers or on our website in the Documents Section at <https://www.stonebridgelanehoa.com/>.

The Association operates via a *volunteer* Board of Directors who oversees the community. The Board members are elected on a staggered basis by the community at elections held at the annual homeowners meeting in October of each year. Due to residing within Stonebridge, we residents are bound by the rules and regulations set forth in the dedicatory documents. Should a violation of these documents occur, a homeowner will receive a written notice of the covenant violation with proper timeframe to resolve the issue. Should a violation go unresolved a fine may be assessed.

Fines are intended to target covenant infractions that have a direct correlation to home values and consistency of community. It is not the desire of the Board to fine a homeowner, however, violations which affect property values and/or neighborhood appearance must be resolved in a timely manner. The fines are in place to provide motivation to resolve the issue, not as a punishment. Information regarding fines can be found by contacting the Board Members of Stonebridge HOA. Should you need to address a covenant violation you may utilize the Contact Us page on the website at <https://www.stonebridgelanehoa.com/>.

HOA Annual Assessments

Each homeowner, not the bank or mortgage company is responsible for paying the annual assessment, also known as HOA dues and/or fees. See further details below in the section entitled **Stonebridge Homeowner's Association At-A-Glance**.

HOA Communications

Stonebridge HOA produces an association newsletter at least quarterly each year. At times a special edition may be published. Newsletters include vital & current topics of interest, upcoming community events, community policing info, and other relevant information. We use the newsletter, our website, and emails to communicate with homeowners. We would appreciate your taking time to keep us advised of your current contact information. Please know your email will not be shared with outside parties.

The Stonebridge website is the center for communication and education of our Association.

Website pages at-a-glance:

- ❖ Home
- ❖ News and Meetings
- ❖ Documents
- ❖ Contact Us

Last Updated March 16, 2022



Stonebridge Board of Directors

The operation of your homeowner's Association is governed by an active volunteer Board of Directors. The Board currently (November 2020), consists of four member homeowners of the Association. The Board of Directors is elected by the community to oversee the daily functions and financial responsibilities of the Association. The Board is also responsible for maintaining members' compliance with the established dedicatory documents of the Association. They have specific provisions regarding what can and cannot be done on members' properties. It is imperative that members take the time to read through the dedicatory documents you receive during the home purchase process. These are commonly available in your closing papers. Copies are also available in the Documents Section on our website: <https://www.stonebridgelanhoa.com/>.

The dedicatory documents initially set up by the Developer at the inception of the Association and recorded with the Clay County Clerk's office state the Board's primary duty is to preserve the integrity of the development and maintain the appearance of the neighborhood by managing the following:

1. Provide financial management and neighborhood planning
2. Common area maintenance and repairs
3. Provide architectural change/improvement guidance
4. Oversee the enforcement of the Declaration of Covenants, Conditions & Restrictions, and subsequent Amendments

Included with this letter is a series of pages with helpful information that will benefit you in being introduced to the Association, explaining your part as a member, and sharing valuable information on the rules and regulations that are applicable to all members which may prove helpful in the future. Please take a moment to look it over and let us know if you have any questions. We will be happy to answer your questions.

Again, welcome to your new home and your new community.

Sincerely,

Stonebridge Homeowner's Association

President Susan Lambrecht

Vice President Tina Wheatley

Secretary Cathy Knight

Treasurer Connie Massie

Last Updated March 16, 2022



Stonebridge Homeowner's Association At-A-Glance

| | |
|---|--|
| Annual Hazard Insurance Assessment | <ul style="list-style-type: none"> An annual assessment for property hazard insurance, currently through State Farm, is assessed once per year in February and you will be mailed an invoice and becomes due and payable by March 1st of each year. If not paid by March 15th, it will be considered late and a \$50.00 late fee will be assessed. |
| Annual Meeting | <ul style="list-style-type: none"> Currently Stonebridge HOA holds only one annual meeting in on a Saturday October of each year Notices are mailed in sufficient advance by the Board to ensure your attendance Each homeowner is encouraged to attend the annual meeting At the HOA Annual Meeting in October of each year, property owners will act upon matters outlined in the notice of meeting, possibly including, but not limited to, proof of notice, election of officers, approval of minutes from the last meeting, Treasurer's financial report, President's report, new business, open floor for questions, committee reports, and/or announcement of election results. An annual meeting notice and ballot, with instructions, will be sent via USPS to HOA property owners; property owners should ensure that the HOA has your current mailing address. Property owners will be given the opportunity to vote in person at the annual meeting, or by proxy/absentee ballot |
| Architectural Control | <ul style="list-style-type: none"> All modifications to the exterior of your property, including painting or landscaping must be submitted and approved by HOA Board. Contact with the Board can be made by email or the website email Contact Us Section, https://www.stonebridgelanehoa.com/. |
| Bylaws and Amended Declaration of Covenants, Conditions and Restrictions | <ul style="list-style-type: none"> Located in your closing papers and the Documents Library on the Association website, https://www.stonebridgelanehoa.com/. |
| Common Areas & Grounds Maintenance | <ul style="list-style-type: none"> Stonebridge is responsible for maintaining the lawns, trees, shrubs and other plantings located in the common areas of the HOA. This includes both entrances, park, greenbelts, creeks and walking paths. If issues arise within one of these areas please submit an inquiry to Stonebridge HOA by submitting a Maintenance Request Form in the Dropbox or using the Contact Us page on our website: https://www.stonebridgelanehoa.com/. |
| Decks | <ul style="list-style-type: none"> No water fountains or water features may be kept on decks. |
| Dues and Fees - Monthly | <ul style="list-style-type: none"> Payment of dues is essential to the maintenance of the association. Reminders and late notices are sent to homeowners who do not pay in a timely manner. If, after all steps have been taken to collect delinquent dues, the account is still in arrears, liens will be filed and foreclosure actions will be taken. Association dues are \$135.00 per month (\$130.00 dues and \$5.00 Long Term Capital Account) plus \$75.00 per |

Last Updated March 16, 2022



Stonebridge Homeowner's Association At-A-Glance

| | |
|--|--|
| | <p>month (\$210.00 total, if you are paying your siding assessment on a monthly basis). Dues are paid on the first of each month. If not received by the 15th of the month, a late fee of \$50.00 per violation will be charged. If you pay several months at once, payment must be made in advance and not after-the-fact (e.g., dues for January through June must be made in January and not June, or you will have accrued \$250.00 in late fees, plus an additional \$250.00 in late fees for the assessment).</p> <ul style="list-style-type: none"> • Due to security issues, your dues should be mailed as follows: Stonebridge Homeowners Association, 199 Stonebridge Lane, Smithville, MO 64089; Individual Board members are not responsible for checks or envelopes left outside storm doors. There is no the Association office. If you have questions, please email to stonebridgelanehoa@gmail.com or write the Association at the address listed above. • PayHOA: Owners will receive an access link to PayHOA.com to create an account and pay their monthly HOA dues online and see their account status. Owners can also submit maintenance reports or any correspondence needed to the HOA Board. |
| Important Contact Information | <ul style="list-style-type: none"> • HOA Management info Email: stonebridgelanehoa@gmail.com • Website Administrator: https://www.stonebridgelanehoa.com/ |
| Important Numbers | <ul style="list-style-type: none"> • Smithville City Hall: 816.532.3897 • Smithville Police Dept: 816.532.0500; 816.858.3521 (after hour non-emergency) • Smithville Area Fire Protection District: 816.532.4902 (non-emergency) • Northland Regional Ambulance District: 816.858.4450 (non-emergency) • Smithville Area Chamber of Commerce: 816.532.0946 |
| Lamppost Power Outage | <ul style="list-style-type: none"> • Lampposts within Stonebridge are maintained by the City of Smithville 816.532.3897; https://www.smithvillemo.org/ |
| Landscaping & Grounds Maintenance | <ul style="list-style-type: none"> • The HOA contracts with an irrigation and landscape maintenance company to mow, edge and fertilize all lawn areas, as well as mulch, weed, prune and apply pesticides as needed, per the HOA budget. Shrub, tree and plant replacement is also included in the maintenance by the Association. |

Last Updated March 16, 2022



Stonebridge Homeowner's Association At-A-Glance

| | |
|-------------------------------------|---|
| Long Term Account (Reserves) | <ul style="list-style-type: none"> The Reserve Account is the association's way of setting aside money for future repairs and replacements. Each year, a certain portion of your association fee is set aside in a special interest bearing account to plan for the replacement and repair of items in the common areas. This helps to protect and preserve property values. This expense is included in the overall budget for the association. Your ability to sell your home can be influenced by the adequacy or inadequacy of reserves set aside by the association. Primary lenders consider reserves for future needs a key part of a good financial policy and can consequently be more receptive to lending money in communities with an established reserve account policy. Reserves do, therefore, directly affect the resale value in associations. |
| Meeting Minutes | <ul style="list-style-type: none"> Minutes are maintained by the Secretary of the HOA and posted on the HOA's website. |
| Monthly Board Meetings | <ul style="list-style-type: none"> The Stonebridge HOA Board holds monthly meetings the second Tuesday of each month at 5:00 PM, at , at Smithville Fire Station Conference Room, 341 Park Drive, Smithville, MO 64089 |
| Paint Colors | <ul style="list-style-type: none"> [Will be updated]. |
| Parking | <ul style="list-style-type: none"> Parking should be only in designated parking spaces No RVs, campers, ATVs, motorhomes, trailers, boats, etc. may be parked in the street Guest parking on the street is allowed on a temporary basis as long as street traffic is not impeded Please do not park on the road, block sidewalks, park on the grass, or block a fire hydrant; if parking on street. It is suggested to not park on streets to allow for visitors, emergency vehicles and snow removal |
| Pets | <ul style="list-style-type: none"> Please be courteous to your neighbors when considering pets. All pet owners are responsible for cleaning up after their pets. No animal may be a nuisance by barking, howling, or making loud noises so as to disturb your neighbors' peaceful enjoyment of their home. Dogs must be under leash control at all times on common property. |
| Pond | <ul style="list-style-type: none"> No swimming or diving permitted. |
| Postal Mailbox | <ul style="list-style-type: none"> U.S. Post Office, 206 Richardson St., Smithville, MO 64089; 800.275.8777 Normally, post office box keys will be given to you by previous owner. If not, to begin delivery of your U.S. postal mail and to receive your mailbox keys, take proof of residence (i.e., warranty deed, utility bill or turn-on statement) to the PO listed above, Monday through Saturday. There is also an out slot for small outgoing mail. |

Last Updated March 16, 2022



Stonebridge Homeowner's Association At-A-Glance

| | |
|--------------------------------|---|
| Renters | <ul style="list-style-type: none"> If you lease or rent your home, your tenant must be familiar with the Covenants and By-Laws of the HOA. It is extremely important that your tenant has a copy of the Declaration and knows the expectations of the community standards. In the event of a violation, the owner, not the renter, is held responsible for the renter's behavior. |
| Responsibilities by HOA | <ul style="list-style-type: none"> Siding replacement and upkeep (not garages, front doors or windows) Roof shingles (repair and replacement) Rain Gutters Repair and maintenance of walkways and parking lots Snowplowing (After accumulation of 3+ inches) Lamp post lighting and back motion lights Landscaping Sprinkler Systems Bark Maintenance & Replacement Common Area Weed Control Lawn Maintenance & Fertilization Annual Pest Control around foundations and eaves Pruning, fertilizing and pest control of existing shrubs Replacement of dead shrubs/trees |
| Rules and Policies | <ul style="list-style-type: none"> Stonebridge has adopted a number of helpful rules and policies over the years to assist in improving the quality of the community and operation of the Association. These can be found in the Documents Library on our website: https://www.stonebridgelanchoa.com/. Homeowners are bound by these additional restrictive covenants and bylaws. Rules address such items as pets, noise, parking, payments, repairs, etc. |
| Schools | <ul style="list-style-type: none"> These schools are specific to residents of Stonebridge: https://www.smithvilleschooldistrict.net/; 816.532.0406; 655 S. Commercial Ave., Smithville, MO 64089 Eagle Heights Elementary School; 816.532.5959; 18801 Eagle Parkway, Smithville, MO 64089; https://www.smithvilleschooldistrict.net/Domain/696 Horizon Elementary School; 816.532.4566; 695 S. Commercial Ave., Smithville, MO 64089; https://www.smithvilleschooldistrict.net/Domain/10 Maple Elementary School; 816.532.0589; 600 Maple St., Smithville, MO 64089; https://www.smithvilleschooldistrict.net/Domain/11 Smithville Middle School; 816.532.1122; 675 S. Commercial Ave., Smithville, MO 64089; https://www.smithvilleschooldistrict.net/Domain/9 Smithville High School; 816.532.0405; 645 S. Commercial Ave., Smithville, MO 64089; https://www.smithvilleschooldistrict.net/Domain/8 |

Last Updated March 16, 2022



Stonebridge Homeowner's Association At-A-Glance

| | |
|--|---|
| Snow Removal | <ul style="list-style-type: none"> Snow removal is provided by the HOA when over 3 inches of snow accumulates. |
| Speed Limit | <ul style="list-style-type: none"> The speed limit throughout the neighborhood is 20 mph. Our motto regarding speed is "20 is Plenty"! Every homeowner, guests and service personnel are encouraged to pay attention to the speed limit. With people walking and children playing, 20 is definitely plenty. |
| Trash Pickup & Recycling (City service including in your water bill) | <ul style="list-style-type: none"> The City of Smithville picks up household garbage and recycling within the Stonebridge neighborhood every Thursday, except weeks with holidays and then one day later. You may contact the city to order a trash receptacle if you are new to the neighborhood or need a replacement at WCA at 816.513.8400. Trash/recycle bins not to be placed at the curb prior to 6:00 PM on Wednesday prior to the Thursday AM pickup. Bins are to be removed no later than 6:PM on Fridays. |
| Utilities | <ul style="list-style-type: none"> Electricity: Evergy, https://evergy.com/; 888.471.5275 Water: City of Smithville - 903.839.4914 Cable: Spectrum; https://www.spectrum.net/; 816.358.8833 Trash/Recycling: Pickup: City of Smithville by WCA 816.513.8400; see information at https://www.smithvillemo.org/ Telephone: AT&T 800.464.7928; Spectrum 816.358.8833; Vonage 888.218.9015 Internet: Spectrum 816.358.8833; AT&T 800.695.3679 |
| Violation Complaints | <ul style="list-style-type: none"> To report a violation within the Association, please submit your inquiry to the Board on the Contact Us page at our website: https://www.stonebridgelanehoa.com/ |
| Website | <ul style="list-style-type: none"> Stonebridge HOA maintains a website that can be found at https://www.stonebridgelanehoa.com/ The website provides a calendar of events, meetings and meeting minutes, all dedicatory documents, documents library, and contact information. |

Last Updated March 16, 2022

**BYLAWS
OF
STONEBRIDGE
HOMEOWNERS ASSOCIATION**

November 20, 2021

TABLE OF CONTENTS

| | <u>Page</u> |
|--|--------------------|
| Article I OFFICES..... | 1 |
| Article II MEMBERSHIP..... | 1 |
| Section 1. Requirements for Membership | 1 |
| Section 2. Voting Rights | 1 |
| Section 3. Termination of Membership | 1 |
| Article III MEETINGS OF THE MEMBERS..... | 1 |
| Section 1. When and Where Held..... | 1 |
| Section 2. Annual Meetings..... | 1 |
| Section 3. Special Meetings of Members | 1 |
| Section 4. Notice of Special Meetings | 2 |
| Section 5. Waiver of Notice..... | 2 |
| Section 6. Quorum | 2 |
| Section 7. Voting by Mail | 2 |
| Section 8. Proxies..... | 2 |
| Section 9. Vote Necessary for Action..... | 2 |
| Article IV POWERS OF THE ASSOCIATION..... | 2 |
| Section 1. General Powers | 2 |
| Section 2. Specific Powers..... | 2 |
| Section 3. Rules and Regulations..... | 3 |
| Article V BOARD OF DIRECTORS | 3 |
| Section 1. General Powers | 3 |
| Section 2. Number, Tenure and Qualifications..... | 3 |
| Section 3. Election | 3 |
| Section 4. Annual & Regular Meetings | 3 |
| Section 5. Special Meetings of Board of Directors..... | 3 |
| Section 6. Notice..... | 3 |
| Section 7. Waiver of Notice..... | 3 |
| Section 8. Quorum | 4 |
| Section 9. Vacancies | 4 |
| Section 10. Removal of Directors of the Board..... | 4 |
| Section 11. Compensation | 4 |
| Article VI OFFICERS | 4 |
| Section 1. Officers | 4 |
| Section 2. President..... | 4 |
| Section 3. Vice President..... | 5 |
| Section 4. Secretary | 5 |
| Section 5. Treasurer | 5 |
| Section 6. Election | 5 |

| | |
|---|----------|
| Section 7. Vacancies | 5 |
| Article VII COMMITTEES..... | 5 |
| Article VIII GENERAL | 6 |
| Section 1. Delegation of Duties of Officers..... | 6 |
| Section 2. Checks..... | 6 |
| Section 3. Obligations..... | 6 |
| Section 4. Waiver of Notice..... | 6 |
| Section 5. Meetings by Conference Telephone or Similar Communications Equipment | 6 |
| Section 6. Action Taken Without a Meeting | 6 |
| Section 7. Meetings Open to Members..... | 6 |
| Section 8. Conduct of Meeting | 6 |
| Article IX AMENDMENTS..... | 7 |
| Article X NO CORPORATE SEAL..... | 7 |
| Article XI REGULATIONS..... | 7 |
| Section 1. Vehicles..... | 7 |
| Section 2. Definitions..... | 7 |

**BYLAWS
OF
STONEBRIDGE HOMEOWNERS ASSOCIATION**

**ARTICLE I
OFFICES**

The principal office of the Association shall be located at 199 Stonebridge Lane, Smithville, Missouri 64089. The Board of Directors shall be authorized from time to time to designate and change the principal office of the Association.

**ARTICLE II
MEMBERSHIP**

Section 1. Requirements for Membership. The requirements and qualifications for membership in the Association shall be the same as set forth in the Stonebridge Declaration of Covenants, Conditions and Restrictions (hereinafter "Stonebridge DCCRs"), dated November 1, 2014 and recorded on November 3, 2014 as Document No. 2014032325 in Book 7293 at Page 74 in the Office of the Recorder of Deeds of Clay County Missouri, as amended from time to time.

Section 2. Voting Rights. The voting rights of members of the Association shall be the same as set forth in the Stonebridge DCCRs, as amended from time to time.

Section 3. Termination of Membership. Membership in the Association shall terminate when the member no longer is the record owner of a fee or undivided interest in one or more Units or Unit tracts, located on the property subject to the Stonebridge DCCRs.

**ARTICLE III
MEETINGS OF THE MEMBERS**

Section 1. When and Where Held. All meetings of the members shall be held at such place or places as may be designated from time to time by the members or the Board of Directors and appearing in the Notice of Meeting.

Section 2. Annual Meetings. The annual meeting of the members shall be held on a Saturday in October at 4:00 PM for the purpose of electing Directors and for the transaction of such other business as may come before the meeting. If the day fixed for the annual meeting is a legal holiday in the State of Missouri, such meeting shall be held on the next succeeding business day. If the election of Directors is not held on the day designated herein for any annual meeting, or at any adjournment thereof, the Board of Directors shall call the election to be held at a special meeting of the members as soon thereafter as is convenient.

Section 3. Special Meetings of Members. Special meetings of the Members may be called by the President, the Board of Directors or by members in good-standing representing not less than fifty percent (50%) of Stonebridge Units. The special meetings of the members shall be held at such place or places as may be designated from time to time in the notice of the meeting.

Section 4. Notice of Special Meetings. Written, printed, emailed, or mailbox posted notice stating the place, day and hour of the special meeting and the purpose(s) for which the special meeting is called shall be delivered not less than ten (10) nor more than forty (40) days before the date of the meeting, either personally, by mail, email, website, mailbox posting, or such other reasonable means calculated to inform the Membership, by or at the direction of the President, or the Secretary or the officers or persons calling the meeting, to each Unit entitled to vote at such meeting, unless a different notification is required by the Stonebridge DCCRs. If mailed, such notice shall be deemed to be delivered when deposited in the United States Mail addressed to a Member at his/her address as it appears on the records of the Association, with postage thereon prepaid.

Section 5. Waiver of Notice. Any notice required by these Bylaws may be waived by the person entitled thereto by 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 required notice. Attendance at a membership meeting, either in person or by proxy, of a person entitled to notice shall constitute a waiver of notice of the meeting unless he/she attends for the express purpose of objecting to the transaction of business on the grounds that the meeting was not lawfully called or convened.

Any corporate action may be taken at a membership meeting held without call or notice if attended by all Members in person or by proxy, or if all Members in writing waive notice of said meeting.

Section 6. Quorum. As defined by the DCCR.

Section 7. Voting by Mail. Where Directors/Officers are to be elected by the Members, such election may be conducted by mail in such manner as the Board of Directors shall determine.

Section 8. Proxies. At any meeting of the Members, a Member entitled to vote may vote by proxy executed in writing by the Member or his/her duly authorized attorney-in-fact. No proxy shall be valid after thirty (30) days from the date of its execution.

Section 9. Vote Necessary for Action. The vote of a majority of the votes entitled to be cast by the Members present at a meeting and voting in person or by proxy at which a quorum is present shall be necessary for the adoption of any matter voted upon by the Members unless a different voting percentage is required under the Stonebridge DCCRs.

ARTICLE IV POWERS OF THE ASSOCIATION

Section 1. General Powers. The Association shall have all powers granted and conferred to Not-For-Profit Corporations under the provisions of the General Not-For-Profit Corporation Law currently Chapter 355 of the Revised Statutes of Missouri.

Section 2. Specific Powers. The Association shall have the powers and authority granted and delegated to it under the Stonebridge DCCRs, as amended from time to time. All

powers and authority granted and delegated to the Association under said DCCRs are incorporated herein by reference as if fully set forth herein.

Section 3. Rules and Regulations. The Association by and through its Board of Directors is authorized and shall be empowered to promulgate, adopt and enforce such rules and regulations necessary from time to time for architectural control within the property subject to the Stonebridge DCCRs, and the use restrictions set forth in said Stonebridge DCCRs.

ARTICLE V BOARD OF DIRECTORS

Section 1. General Powers. The property, affairs and business of the Association shall be managed by the Board of Directors. The Board of Directors shall have all powers granted pursuant to the Stonebridge DCCRs.

Section 2. Number, Tenure and Qualifications. The Board of Directors shall consist of not less than three (3) nor more than five (5) Members in good-standing elected at the annual meeting by a majority of the quorum attending.

Section 3. Election. All members of the Board shall be elected for two (2) year terms. The Members of the Board shall hold office until their respective successors have been elected by the Members. At each annual meeting, the Members of the Board shall be elected by a vote of the Members of the Association.

Section 4. Annual & Regular Meetings. The newly elected Directors of the Board shall meet immediately following each annual meeting of the Members. Thereafter, regular meetings of the Board may be held at such time and place as shall be determined from time to time by a majority of the Members of the Board.

Section 5. Special Meetings of Board of Directors. Special meetings of the Board of Directors may be called by or at the request of any two (2) Directors and shall be held at such place as the Directors may determine.

Section 6. Notice. Notice of any special meeting of the Board of Directors shall be given at least seven (7) days previous thereto by written notice delivered personally or sent by mail and email to each Director at his/her address as shown by the records of the Association. If mailed, such notice shall be deemed to be delivered when deposited in the United States Mail in a sealed envelope so addressed with postage thereon prepaid. Neither, the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting. The Membership shall be notified of special meetings of the Board of Directors by mail, email, website, mailbox posting, or such other reasonable means calculated to inform the Membership.

Section 7. Waiver of Notice. Any notice required by these Bylaws may be waived by the person entitled thereto by 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 required notice. Attendance at a meeting of the Board of Directors, either in person or by proxy, of a person entitled to notice shall constitute a waiver of notice of the meeting unless he attends for the

express purpose of objecting to the transaction of business on the grounds that the meeting was not lawfully called or convened. Any corporate action may be taken at a Board of Directors meeting held without call or notice if attended by all Directors in person or by proxy, or if all Directors in writing waive notice of said meeting.

Section 8. Quorum. At all meetings of the Board, a majority of the Board Members thereof shall constitute a quorum for the transaction of business and the votes of a majority of the Members of the Board present and voting at a meeting in which a quorum is present shall constitute a valid decision.

Section 9. Vacancies. Any Director who ceases to own a Unit shall immediately cease to be a Director. Vacancies occurring in the Board caused for this or any other reason shall be filled by an election held by remaining Directors of the Board at a special meeting of the Board held for that purpose promptly after the occurrence of such vacancy, even if the Directors present at such meeting may constitute less than a quorum. Each person so elected shall be a Director of the Board for the remainder of the term of the Director replaced or until such time as a successor shall be elected by the Association Membership.

Section 10. Removal of Directors of the Board. At any duly held regular or special meeting of the Directors, any one or more Directors of the Board may be removed with or without cause by a majority of the Directors present and voting, and a successor may then or thereafter at the next Director's meeting be elected to fill the vacancy thus created. In the event a Director is removed pursuant to this Section, within three (3) days of removal, the Members shall be provided Notice. The Notice shall state the name of the Director removed, the time remaining in the Director's term, and if known the Director's replacement. The Notice shall further state the procedure whereby a special meeting of the Membership may be called for the purpose of re-electing the removed Director or electing the Director's replacement.

Section 11. Compensation. No Director of the Board of Directors shall receive any compensation for acting as a Director. However, Directors may be reimbursed for out-of-pocket expenses and may also be compensated for professional, materialman or other services rendered to or for the Association not directly related to the performance of Directorship duties.

ARTICLE VI OFFICERS

Section 1. Officers. The officers of the Association shall consist of a President, a Vice President, a Secretary and a Treasurer.

Section 2. President. The President shall be the chief executive officer of the Association. The President shall preside at all meetings of members and Directors of the Association. The President shall have general and active management of the business and of the activities of the Association. The President shall see that all orders and resolutions of the Board of Directors are carried into effect, subject, however, to the right of the Directors to delegate any specific power, except as may be by statute or the Stonebridge DCCRs exclusively conferred upon the President, to any other officer or officers of the Association. The President, or such other Association Officer as the President may from time to time direct act in the President's

place, shall execute deeds, bonds, mortgages and other instruments requiring a signature or the seal of the Association.

Section 3. Vice President. The Vice President shall, in the absence or disability of the President, perform the duties and exercise the powers of the President and be subject to all the restrictions imposed upon him/her in such other duties as the Board of Directors may from time to time prescribe.

Section 4. Secretary. The Secretary shall attend all sessions of the Board of Directors, all meetings of the Members and keep a correct record of all such meetings in a book to be kept for that purpose. The Secretary shall keep a record of the Members of the Association and records of incorporation. The Secretary when authorized by the Board of Directors shall perform such duties as may be prescribed by the President or the Board of Directors.

Section 5. Treasurer. The Treasurer shall attend all sessions of the Board of Directors and all meetings of the Members. The Treasurer shall have custody of the Association funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Association and shall deposit all monies 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 render to the President and Directors, at the regular meetings of the Board, or whenever they may require it, an account of the financial condition of the Association. The Treasurer shall give the Association a bond if required by the Board of Directors in a sum and with one or more sureties satisfactory to the Board for the faithful performance of the duties of the office and for the restoration to the Association in case of the Treasurer's death, resignation, retirement or removal from office of all books, papers, vouchers, money and other Association property of whatever kind in the Treasurer's possession or control.

Section 6. Election. The officers of the Association shall be elected by the Directors at the annual meeting of the Board of Directors, except as specified in Section 1 hereinabove. Voting shall be by written ballot or by roll call vote.

Section 7. Vacancies. Any vacancies occurring in any office of the Association shall be filled by the Board of Directors. An officer appointed to fill a vacancy shall serve for the unexpired term of his/her predecessor in office. Any officer who ceases to own a Unit shall immediately cease to be an officer and a special Director's meeting shall be called to fill said officer's vacancy.

ARTICLE VII COMMITTEES

Special committees may be established from time to time by action of the Board of Directors for such periods of time as the Board of Directors deems necessary and appropriate. The Board of Directors shall define the duties of each special committee at the time such committee is established.

ARTICLE VIII GENERAL

Section 1. Delegation of Duties of Officers. In case of the absence of any officer of the Association or for any other reason that the Board may deem sufficient, the Board may delegate the powers or duties of such officer to any other officer or to any Director for the time being, provided a majority of the entire Board concurs therein.

Section 2. Checks. All checks or demands for money and notes of the Association shall be signed by such officer or officers as the Board of Directors may from time to time designate. Said officers shall give the Association a bond, if required by the Board of Directors, in the sum and with one or more sureties sufficient to the Board for the faithful performance of their duties.

Section 3. Obligations. The obligations of the Association shall be signed with the name of the Association by the officer or officers executing the same. No officer shall have the power to bind the Association except as herein provided, or as may be authorized by the Board of Directors.

Section 4. Waiver of Notice. Whenever any notice is required to be given, 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.

Section 5. Meetings by Conference Telephone or Similar Communications Equipment. Members of the Board of Directors, or Officers, 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 directors, members and other persons participating in the meeting can hear each other, and participation in a meeting pursuant hereto shall constitute presence in person at such meeting.

Section 6. Action Taken Without a Meeting. To the extent permitted by applicable law, any action required or permitted to be taken at any meeting of the Board of Directors or any Officers thereof may be taken without a meeting if written consent thereto is signed by all Members of the Board of Directors or of such committee, as the case may be, and such written consent is filed with the minutes of proceedings of the Board.

Section 7. Meetings Open to Members. All meetings of the Board of Directors and committees thereof shall be open for attendance by all Members of the Association to the extent required by law.

Section 8. Conduct of Meeting. Meetings of the Board of Directors, Officers or any Committee authorized herein shall not be required to be conducted in accordance with Robert's Rules of Order nor any other formal parliamentary procedure.

ARTICLE IX AMENDMENTS

These Bylaws may be amended by a majority vote of the Board of Directors at any regular or special meeting of the Board.

ARTICLE X NO CORPORATE SEAL

The Association shall not be required to have a corporate seal.

ARTICLE XI REGULATIONS

Section 1. Vehicles. A person is in violation of this Article if he or she operates a motor vehicle on Association property including but not limited to driveways, sidewalks, yard and grass.

Section 2. Definitions.

(a) Driver: Every person who drives or is in actual or physical control of a vehicle. OPERATOR: Every person who drives or is in actual physical control of a vehicle. MOTOR VEHICLE: A self-propelled vehicle not operated exclusively on tracts.

(b) Vehicle: Any mechanical device on wheels, except vehicles drawn by human motorized wheelchairs operated by handicapped persons

(c) Repairs. Each owner is responsible for the cost of repair to any and all "studs-in" damage to his or her unit.

(d) Animals. No animals shall be raised, bred or kept in any dwelling Unit except cats or other household pets of an Owner or leaseholder. No animal tiedowns are allowed. No animals may be kept or raised on the property for commercial purposes. The Board may from time to time adopt rules and regulations governing the conduct of pets kept in the dwelling Unit. Pursuant to the Declaration any pet causing or creating a nuisance or unreasonable disturbance to the neighborhood or other Owners or lease holders, shall be permanently removed from a dwelling unit upon three (3) days' notice from the Board to the Owner of the dwelling Unit containing such pet, and the decision of the Board will be final. Exotic animals with vicious or dangerous propensities and dogs with a tendency to injure persons, whether out of anger, viciousness or playfulness are not allowed on the premises. Poisonous snakes, potbellied pigs and purebred and mixed pit bull dogs are not conducive to townhouse living and are prohibited.

(e) Use Of Electronic Or Digital Media. All sections herein referring to communication / or notification by the Board, by use of "in person, by mail or by facsimile" to other Board members, the Association, it's vendors or assigns; shall here after include the use of electronic or digital means, including but not limited to: email, text messaging, and any other form of technology may become commonplace in the future.

(f) Late Fees. The Late Fees herein referenced shall be \$50.00 per month per offense. Offenses shall include but are not limited to: dues, hazard insurance premiums, assessments, etc. As long as fees are accumulating and/or litigation is pending, the offending homeowner shall be deemed "not in good standing", and subject to this Declaration, shall lose voting rights and all other privileges as herein accorded members in good standing. All dues, insurance premiums, assessments, etc. not received by the 15th of each month will incur a \$50 late fee.

(g) Additional Fees. New fees implemented as of 1/1/2022: (1) NSF Fee \$25 per occurrence; (2) Liens \$200 per filed lien; (3) Lien Release \$100; (4) Closing Status Letter \$100; and (5) Sell Transfer Fee \$100.

(h) Fines. Effective June 1, 2015 a fine system will be implemented pertaining to items in the Declaration and Bylaws (REFER TO CC&R's Article X, pages 18-21 and Bylaws Article XIII, pages 10-11). These items cover handling of pets, littering, noise and other disruptive and/or unbecoming behaviors. The first complaint filed will result in a letter being sent requesting compliance within a reasonable period of time. The second offense will result in a \$50.00 fine payable with the next dues payment. Three unpaid fines, or a fine which goes unpaid for three months, will result in a lien being placed against the unit. Regardless if the offense was made by a resident or renter, the lien falls on the unit owner.

The International Fire Code, Section 308.3.1 specifically states:

"Charcoal burners and other open-flame cooking/ornamental devices shall not be operated on combustible balconies or within 10 feet of combustible construction. Exemptions include one and two family dwellings and balconies, or decks that are protected by an automatic sprinkler system."

The above Bylaws were enacted at the first meeting of the Board of Directors of Stonebridge Homeowners Association held on the 11th day of November, 1994 and amended on November 20, 2021.

STONEBRIDGE HOMEOWNERS ASSOCIATION

By: _____
Director

By: _____
Director

By: _____
Director

By: _____
Director

**STONEBRIDGE
HOMEOWNERS ASSOCIATION**

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

TABLE OF CONTENTS

| | <u>Page</u> |
|--|-------------|
| Article I DEFINITIONS..... | 2 |
| Article II PROPERTY SUBJECT TO THIS DECLARATION, ADDITIONS THERE TO..... | 4 |
| Section 2.1 Existing Property | 4 |
| Section 2.2 Annexation..... | 4 |
| Section 2.3 Units and Unit Tracts | 4 |
| Article III MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION..... | 4 |
| Section 3.1 Qualification | 4 |
| Section 3.2 Voting Classes | 4 |
| Article IV PROPERTY RIGHTS IN THE COMMON PROPERTIES..... | 4 |
| Section 4.1 Members' Easements of Enjoyment..... | 4 |
| Section 4.2 Title to the Common Properties | 5 |
| Section 4.3 Extent of Members' Easements | 5 |
| Section 4.4 Rights Not Subject to Suspension..... | 6 |
| Section 4.5 Delegation of Right of Use | 6 |
| Article V COVENANT FOR MAINTENANCE ASSESSMENTS | 6 |
| Section 5.1 Creation of the Lien and Personal Obligation of Assessments..... | 6 |
| Section 5.2 Purpose of the Annual Assessments | 6 |
| Section 5.3 Basis of Annual Assessments | 7 |
| Section 5.4 Special Assessment..... | 7 |
| Section 5.5 Excess | 8 |
| Section 5.6 Uniform Rate of Assessment..... | 8 |
| Section 5.7 Date of Commencement of Annual Assessments; Due Dates | 8 |
| Section 5.8 Duties of the Association's Board of Directors with Respect to Assessments | 8 |
| Section 5.9 Equitable Adjustments - Supplementary Declaration of Covenants, Conditions and Restrictions | 9 |
| 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 | 9 |
| Section 5.11 Priority of Lien..... | 10 |
| Section 5.12 Definition..... | 11 |
| Section 5.13 Maintenance Agreement | 11 |
| Article VI INSURANCE..... | 11 |
| Section 6.1 Insurance to be Obtained and Maintained by the Association..... | 11 |
| Section 6.2 Insurance to be Obtained and Maintained by All Members | 11 |

| | |
|--|-----------|
| Article VII ARCHITECTURAL CONTROL | 11 |
| Section 7.1 Architectural and Environmental Control..... | 11 |
| Section 7.2 Architectural and Environmental Control Committee..... | 12 |
| Section 7.3 Decisions of the Board relating to Architecture or Environment | 12 |
| Section 7.4 Certificate of Conformance..... | 13 |
| Article VIII EXTERIOR MAINTENANCE | 13 |
| Article IX YARD MAINTENANCE | 13 |
| Article X USE RESTRICTIONS | 14 |
| Section 10.1 Prohibited Uses Nuisances..... | 14 |
| Section 10.2 Residential Use | 16 |
| Section 10.3 Enforcement - Right to Remove or Correct Violations | 16 |
| Section 10.4 Association's Right of Entry and Inspection | 16 |
| Article XI GENERAL PROVISIONS | 17 |
| Section 11.1 Duration | 17 |
| Section 11.2 Amendment..... | 17 |
| Section 11.3 Construction..... | 17 |
| Section 11.4 Enforcement..... | 18 |
| Section 11.5 Limitations of Liability | 18 |
| Section 11.6 Rights of Mortgagees..... | 18 |
| Section 11.7 Voting | 18 |
| Section 11.8 Successors of Declarant | 19 |
| Section 11.9 Incorporation by Reference on Resale..... | 19 |
| Section 11.10 Notification of Sale | 19 |
| Section 11.11 Notification as to Mortgagees..... | 19 |
| Section 11.12 Definition | 19 |
| Section 11.13 Articles of Incorporation and Bylaws | 20 |
| Section 11.14 Limitation of Liability and Indemnification | 20 |
| Section 11.15 No Dedication to Public Use..... | 22 |
| Section 11.16 Grammar | 22 |
| Section 11.17 Notices | 22 |
| Section 11.18 Severability | 22 |
| Section 11.19 Captions | 22 |
| Section 11.20 Reservation of Rights..... | 22 |

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 ___, 2018.

STONEBRIDGE HOMEOWNERS ASSOCIATION

By: _____
Director

By: _____
Director

By: _____
Director

By: _____
Director

STATE OF MISSOURI)
) SS.
COUNTY OF CLAY)

On this, ___ day of ___, 2018 before me a notary public, personally appeared:

- 1) _____, Director,
- 2) _____, Director,
- 3) _____, Director,
- 4) _____, Director,

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.

NOTARY PUBLIC

My commission expires:

*Amended Declaration of
Covenants, Conditions and Restrictions*

23

Sept 14, 2018

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.

2022 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 (25%)
 - a. Provides long term benefit to the neighborhood
 - b. Addresses a recognized problem or need within the neighborhood
3. Participation (25%)
 - a. Approval of the project by the HOA or NA Board
 - b. Broad-based neighborhood participation in the project

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 January 3 with the deadline of March 31 on an annual basis. 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:

- Anna Mitchell, Assistant City Administrator: amitchell@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

| HOA | Project | Amount Requested | Averaged Score out of 40 |
|--------------------|-------------------------------|------------------|-----------------------------|
| Harborview HOA | Connector Trail | \$ 8,242.50 | 32 |
| Cedar Lake Estates | Walking Trail | \$ 20,000.00 | 28.75 |
| Stonebridge HOA | Beautification Improvements | \$ 3,372.50 | 31 |
| Harbor Lakes | Greenspace overgrowth removal | \$ 2,530.00 | 33.5 |
| Rollins' Landing | Pool Fence Replacement | \$ 5,792.50 | 35.75 |
| Rollins' Landing | Entryway Monument | \$ 16,250.00 | 34.25 |
| Hills of Shannon | Fountain Replacement | \$ 2,445.70 | 35 |
| Hills of Shannon | Entrance Monument | \$ 8,970.00 | 34.25 |
| Hills of Shannon | Playground ADA Updates | \$ 2,331.70 | 36.75 |
| Hills of Shannon | Planter Update | \$ 2,103.12 | 34.25 |
| | Total Requested | \$ 72,038.02 | |
| | Awarded Total Amount | \$ 24,714.90 | |