

THIS DECLARATION, made on the date hereinafter set forth, by Farm & Home Savings Association, Astro Building Corporation, and Systematic Development Co., Inc., hereinafter sometimes referred to as the "Declarants,"

W I T N E S S E T H: That

WHEREAS, SYSTEMATIC DEVELOPMENT CO., INC., is the present owner of certain property in the City of Lee's Summit, Jackson County, Missouri, which is more particularly described as:

99-7-48-31
A tract of land lying in Section 7, Township 48, Range 31, Lee's Summit, Jackson County, Missouri, described as follows:

Beginning at a point on the North line of the Southeast quarter of the Southeast quarter of said Section 7, 460.00 feet West of the Northeast corner of said quarter quarter section; thence South 52 degrees 0 minutes 0 seconds East, 22.60 feet; thence South 78 degrees 15 minutes 14 seconds East, 112.41 feet; thence North 2 degrees 29 minutes 48 seconds East 32.78 feet to the P.C. of a curve, said curve having a radius of 540.70 feet; thence Northerly along said curve to the right 162.29 feet (to the true point of beginning); thence North 65 degrees 0 seconds 0 minutes West 59.64 feet to the P.C. of a curve, said curve having a radius of 583.65 feet; thence Northwesterly along said curve to the right 162.99 feet to the P.T. of said curve; thence North 49 degrees 0 minutes 0 seconds West a distance of 47.42 feet to the P.C. of a curve, said curve having a radius of 25.00 feet; thence Westerly along said curve to the left a distance of 27.47 feet to the P.T. of said curve and the P.C. of another curve, this curve having a radius of 140.00 feet; thence Northwesterly along said curve to the right 137.97 feet to the P.T.; thence North 55 degrees 30 minutes 0 seconds West 165.00 feet to the P.C. of a curve, said curve having a radius of 172.96 feet; thence Westerly along said curve to the left 103.19 feet; thence North 0 degrees 0 minutes 0 seconds East 294.03 feet; thence North 90 degrees 0 minutes 0 seconds West 190.00 feet; thence North 38 degrees 0 minutes 0 seconds West 465.00 feet; North 19 degrees 0 minutes 0 seconds West 370.00 feet; thence North 60 degrees 30 minutes 0 seconds East 248.00 feet; thence South 55 degrees 30 minutes 0 seconds East 480.00 feet; thence South 64 degrees 0 minutes 0 seconds East 232.00 feet; thence South 45 degrees 0 minutes 0 seconds East 318.00 feet; thence South 48 degrees 0 minutes 0 seconds West 100.00 feet; thence South 32 degrees 30 minutes 0 seconds East 145.00 feet; thence South 64 degrees 0 minutes 0 seconds East 220.00 feet; thence South 26 degrees 0 minutes 0 seconds West 158.00 feet; thence South 57 degrees 25 minutes 41 seconds East 264.19 feet to a point on a curve, said curve having a radius of 540.70 feet and an initial tangent bearing of South 53 degrees 20 minutes 37 seconds West; thence Southerly along said curve to the left 317.55 feet to the true point of beginning. Containing 18.48 acres.

WHEREAS, by Declaration of Covenants, Conditions and Restrictions, dated August 28, 1973, and filed of record with the Recorder of Deeds for Jackson County, Missouri, at Independence, as Document Number I162473 on August 29, 1973, FARM & HOME SAVINGS ASSOCIATION created certain liens, obligations and

conditions in relation to certain land in the Cities of Lee's Summit and Kansas City, Jackson County, Missouri, contiguous to the heretofore described land; to include the right of the LAKEWOOD PROPERTY OWNERS ASSOCIATION, INC., a Missouri not-for-profit corporation, to levy assessments against such property;

WHEREAS, pursuant to Article I, Section 12, and Article II, Section 2, of the aforesaid Declaration of Covenants, Conditions and Restrictions, it is the desire of the said FARM & HOME SAVINGS ASSOCIATION and ASTRO BUILDING CORPORATION to assign rights to develop the heretofore described property as a parcel subject to the terms and provisions of the said Declaration (Document Number I162473) to SYSTEMATIC DEVELOPMENT CO., INC., and to fully annex the aforesaid property to the property originally subjected to the control of the said LAKEWOOD PROPERTY OWNERS ASSOCIATION, INC.:

NOW, THEREFORE, the Declarants declare that the real property heretofore described, and such additions thereto as may hereafter be made, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens hereinafter set forth:

ARTICLE I

PARCEL STATUS

The heretofore described real property shall be and is hereby declared to be a parcel completely subject to the terms and provisions of the Declaration of Covenants, Conditions and Restrictions, (hereinafter referred to as the Basic Declaration) dated August 28, 1973, and filed of record with the Recorder of Deeds for Jackson County, Missouri, at Independence, as a Document Number I162473 on August 29, 1973.

ARTICLE II

DEFINITIONS

Section 1. Incorporation by Reference. All definitions contained in the Basic Declaration are incorporated in this Supplementary Declaration by reference as if fully set forth herein.

Section 2. "Private Streets" shall mean and refer to those streets within this parcel which have not been dedicated to the public domain.

Section 3. "Basic Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions creating the rights and duties of the Lakewood Property Owners Association, Inc., and completely identified in Article I hereof.

Section 4. Section 1 of this Article II notwithstanding, for purposes of this Supplementary Declaration "Declarants" shall mean and refer to FARM & HOME SAVINGS ASSOCIATION, ASTRO BUILDING CORPORATION, and SYSTEMATIC DEVELOPMENT CO., INC.

Section 5. "Common Properties" shall mean and refer to improvements owned by the Association within the parcel for the use and enjoyment of all residents of Lakewood, but for the primary benefit of residents of this parcel.

ARTICLE III

PARCEL ASSESSMENTS

Section 1. Right to Assess. In accordance with Article VI, Section 3, of the Basic Declaration, the Lakewood Property Owners Association, Inc., shall have the right to make annual parcel assessments against lots and units located within this parcel.

Section 2. Purpose of Assessments. Parcel assessments shall be used exclusively for the following purposes:

- (a) Improvement and maintenance of property owned by the Association and principally used by the residents of the Parcel;
- (b) Purchasing group services, including but not limited to insurance, trash collection, and utilities;
- (c) Exterior maintenance of Living Units, to include painting, repair, replacement and care of roofs, gutters, downspouts, exterior building surfaces, walks, patios, and fences. Such exterior maintenance shall not include glass surfaces.

Section 3. Method of Assessment. The parcel assessment imposed upon each lot and unit within the parcel shall be set, collected and disbursed by the Association. The Board of Directors of the Association shall set the date and amount of the annual assessment by a vote of two-thirds of the directors voting on the question. Such action shall be made with the advice of the Parcel Committee, in accordance with the By-Laws of the Lakewood Property Owners Association, Inc.

Section 4. Maximum Parcel Assessments. The maximum annual parcel assessment for each lot or unit of the same class, as defined by Article IV of the Basic Declaration, shall be uniform, and shall in no event exceed the maximum allowable annual assessment (imposed against such lots or units by the Association pursuant to Article VI, Section 4, of the Basic Declaration) multiplied by 1.875.

PROPERTY RIGHTS

Ownership of each lot or unit shall entitle the owner or owners thereof to the exclusive use of not more than two automobile parking spaces, which shall be as near and convenient to said lot or unit as reasonably possible, together with the right of ingress and egress in and upon said parking area and private streets within the parcel. The Association shall permanently assign two vehicle parking spaces for each unit.

ARTICLE V

INSURANCE

The Association shall obtain and maintain in force the following policies of insurance with the advice of the Parcel Committee:

Section 1. Fire Insurance. The Association shall have the power and the obligation to acquire, maintain and pay for a blanket policy or policies of fire insurance with extended coverage endorsement for at least the full insurable replacement value of all insurable improvements in the parcel (including architect's and engineer's fee for the entire project) according to building standards as illustrated by the plans and specifications filed with the insurance trustee as hereinafter defined including both the insurable common properties within the parcel and the individual dwelling units (the "units"). Such policy shall also contain coverage of vandalism and malicious mischief. For purposes hereof, the full insurable replacement value shall be determined by either original sales price or by independent appraisal performed by a recognized appraisal firm which appraisal shall be made every six (6) years commencing with the consummation of the sale of seventy-five percent (75%) of the units. Such policy or policies shall be placed with generally recognized insurance companies licensed to do business in the State of Missouri having net worth of not less than Fifty Million Dollars (\$50,000,000.00). Such policy or policies shall insure all owners and their respective lien holders as their interest may appear, and shall include a lender's or mortgagees involved. Such policies shall provide:

(a) That such coverage shall not be affected or diminished by reason of any other insurance coverage by any individual owner.

(b) For waiver of subrogation against individual owners, members of their household, the Board of Directors and the employees and agents of the Association.

(c) For a notice of cancellation to each owner and his mortgagee at least ten (10) days prior to effective date of cancellation.

(d) That the conduct of any owner will not result in the avoidance of the insurer's liability.

(3) A stated amount of coverage or percentage of the total coverage provided for each dwelling and its proportionate interest in any of the common properties within the parcel.

Section 2. Liability Insurance. The Association shall have the power to and shall obtain and pay for a comprehensive, general liability policy or policies in the amount of not less than Two Hundred Fifty Thousand Dollars (\$250,000.00) for any one person injured; Five Hundred Thousand Dollars (\$500,000.00) for any one occurrence; and Fifty Thousand Dollars (\$50,000.00) for any property damage for any one occurrence. The liability insurance shall contain a cross liability endorsement covering liabilities of the unit owners as a group to a unit owner. Further, that the Association shall acquire, maintain and pay for Workmen's Compensation Insurance to the extent necessary to comply with any applicable law.

Section 3. Damage to One Unit. In the event any unit is damaged by fire or other casualty which is insured against, and said damage is limited to a single unit, the insurance proceeds shall be paid jointly to the Association and to the owner of such unit, and such proceeds shall be used to rebuild or repair such unit.

Section 4. Damage to Two or More Units. In the event of any damage to or destruction of any building which extends to two (2) or more units or extends to any part of the common properties:

(a) The Board of Directors of the Association shall, without delay, take all necessary steps to collect the proceeds of such insurance as may have been procured by the Association and which affords coverage for the loss. The insurance proceeds shall be paid to the Insurance Trustee, hereinafter provided for, to be held for the benefit of the owners and their mortgagees (including deed of trust beneficiaries), as their respective interests shall appear and pursuant to an insurance trust agreement consistent with the provisions of this Declaration, approved and executed by the Board of Directors.

(b) The Board shall obtain or cause to be obtained bids from two (2) or more responsible contractors to restore the building or buildings to its or

1 3331 333

their condition immediately prior to such damage or destruction, and shall, as soon as possible, at a regular or special meeting of the Board of Directors consider such bids. In the event that more than one (1) building is damaged or destroyed, the bids so obtained shall contain a breakdown of the cost of repairing or rebuilding each building damaged or destroyed.

(c) At such regular or special meeting, the Board shall repay the total amount of insurance proceeds received, the amount of insurance proceeds allocated by the insurance company to each building, if more than one (1) building is involved, and the amount of the bids obtained. If it appears that the overall cost of repairing or rebuilding will not exceed the total insurance proceeds by more than Ten Thousand Dollars (\$10,000.00), the damage or destroyed portions of the property, including all units so damaged or destroyed, as well as the common properties, shall be repaired or rebuilt, as the case may be, and all the insurance proceeds shall be used for that purpose.

(d) If it appears that the overall cost of repair or rebuilding will exceed the total insurance proceeds by more than Ten Thousand Dollars (\$10,000.00), or if there is no insurance coverage for the loss, the building or buildings shall nevertheless be repaired or rebuilt, as the case may be, unless the owners of units within the parcel by an affirmative vote of two-thirds (2/3) of the owners of such damaged units, elect not to repair or rebuild.

(e) In the event of such affirmative vote not to repair or rebuild, the Board of Directors shall, as agent for all owners, sell the entire damaged property, including all units and the common properties enclosed thereby, in their then present condition, on terms satisfactory to the Board of Directors. The net proceeds of the sale, together with all insurance proceeds, shall be divided and distributed among the owners of such damaged property and their respective mortgagees (including deed of trust beneficiaries) each owner and his mortgagee (deed of trust beneficiary) to receive, insofar as funds are available, that proportion of the total amount as the full cash value of his unit, as fixed by the Jackson County, Missouri, Assessor as of the last assessment date prior to the damage or destruction, bears to the total full cash value of all units so fixed by the County Assessor, and the owners of such damaged units, and the purchasers at such sale, shall thereafter have no claim or right whatsoever to the undamaged units or to the common area enclosed thereby or contiguous thereto as such shall remain after the aforesaid sale.

(f) In the event that such affirmative vote, not to repair or rebuild, is not obtained, the building or buildings damaged or destroyed shall be rebuilt, and all available insurance proceeds shall be applied toward the cost of repair or rebuilding.

(g) Any deficiency between the available insurance proceeds, if any, and the contract price for repair or rebuilding shall be raised by special assessment against the units and owners thereof in the building or buildings damaged or destroyed, in such a manner as to allocate fairly to each unit so assessed that portion of the total cost of repair or rebuilding which is attributable to restoring that unit and its immediately surrounding common property to its condition prior to the damage or destruction.) If the damage or destruction is limited to any part of the common properties other than a building in which units are located, or is limited to a portion of a building not used for human occupancy, the special assessment shall be levied equally among all units and the owners thereof. The good faith determination of the Board of Directors of the Association making the special assessments mentioned in this subparagraph shall be final and conclusive. To the extent that any insurance proceeds are required to be paid over to a first mortgagee or trust beneficiary of any damaged unit, in accordance with the terms of any such mortgage or trust instrument, the unit owner shall be obliged to replenish the funds so paid over, and said unit owner and his unit shall be subject to special assessment for such sum, which obligation shall be enforceable in the same manner as a special assessment under Article IV hereof.

Section 5. Insurance Trustee. All policies purchased by the Association shall be for the benefit of the Association, all unit owners, and their mortgagees, as their interest may appear. Such policies shall be deposited with the Insurance Trustee (as hereinafter defined), who must first acknowledge that the policies and any proceeds thereof will be held in accordance with the terms hereof. Said policies shall provide that all insurance proceeds payable on account of loss or damage shall be payable to any bank or financial institution in Missouri with trust powers, as may be approved by the Board of Directors of the Association, which Trustee is herein referred to as the "Insurance Trustee". The Insurance Trustee shall not be liable for the payment of premiums nor for the renewal or the sufficiency of policies, nor for the failure to collect any insurance proceeds, nor for the form or content of the policies. The sole duty of the Insurance

1 3531 311

Trustee shall be to receive such proceeds as are paid and hold the same in trust for the purposes elsewhere stated herein and for the benefit of the Association, the unit owners and their respective mortgagees.

Section 6. Payment of Proceeds. The Insurance Trustee may rely upon the certificate of the Association as to the payee and the amount to be paid from said proceeds. All payees shall deliver paid bills and waivers of mechanics' liens to the Insurance Trustee, and execute any affidavit required by law or by the Association and Insurance Trustee, and deliver same to the Insurance Trustee. Subject to the foregoing, the Board of Directors shall have the right and obligation to negotiate and contract for the repair and restoration of the premises.

(a) It shall be presumed that the first monies disbursed in payment of costs of repair and restoration shall be from the insurance proceeds; and if there is a balance in the funds held by the Insurance Trustee after the payment of all costs of the repair and resotration, such balance shall be distributed to the beneficial owners of the fund.

(b) The Insurance Trustee may rely upon a certificate of the Association certifying as to whether or not the damaged property is to be repaired and restored. Upon request of the Insurance Trustee, the Association forthwith shall deliver such Certificate.

Section 7. Specifications for Repair. Any repair and restoration must be substantially in accordance with the plans and specifications for the original building, or as the building was last constructed, or according to the plans approved by the Board of Directors of the Association, which approval shall not be unreasonably withheld. If any material or substantial change is contemplated, the approval of all institutional first mortgagees shall also be required.

Section 8. Agent for Negotiation. The Association is hereby irrevocably appointed agent for each unit owner, for the purpose of compromising and settling claims arising under insurance policies purchased by the Association, and to execute and deliver releases therefor, upon the payment of claims.

Section 9. Individual Insurance. Each individual unit owner shall be responsible for purchasing, at his own expense, liability insurance to cover accidents occurring within his own unit, and for purchasing insurance upon his own personal property, and living expense insurance, and such insurance, where applicable, shall contain the same waiver of subrogation, if available, as referred

to in Article V, Section 1(b).

Section 10. Duty to Reduce Hazard. In addition to other obligations and duties heretofore set out in this Declaration, every unit owner shall not permit or suffer anything to be done or kept in his unit which will increase the insurance rates on his unit or the common elements or which will obstruct or interfere with the rights of other members or annoy them by unreasonable noises or otherwise; nor shall a member commit or permit any nuisance, immoral or illegal act in his unit or on the common elements.

ARTICLE VI

PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall is built as a part of the original construction of the units within the parcel and placed on the dividing line between the units shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provisions of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, such dispute shall be

submitted to and determined by a board of three arbitrators as follows: The party desiring to have the matter in dispute submitted to arbitration shall give the other party written notice of such desire and shall name one of the arbitrators in such notice. Within ten (10) days after the receipt of such notice, the other party shall name a second arbitrator, and in case of failure so to do, the party who has already named an arbitrator, may have the second arbitrator selected or appointed by a judge of the Jackson County Circuit Court, State of Missouri, and the two arbitrators so appointed in either manner shall select and appoint a third arbitrator, and in the event the two arbitrators so appointed shall fail to appoint the third arbitrator within ten (10) days after the naming of the second arbitrator, either party may have the third arbitrator selected or appointed by one of said judges, and the three arbitrators so appointed shall thereupon proceed to determine the matter in question, disagreement, or difference, and the decision of any two of them shall be final, conclusive and binding upon all parties. In all cases of arbitration, the parties hereto shall each pay the expense of its own attorneys' and witnesses' fees, and all other expenses of such arbitration shall be divided equally between the parties.

ARTICLE VII

GENERAL USE RESTRICTIONS

Section 1. Architectural Review Board. All of the restrictions in this Article VII shall be subject to variation, alteration and change in accordance with Article VII, Section 5, of the Basic Declaration, by the Architectural Review Board (hereinafter referred to as the Board) created therein.

Section 2. Buildings or Uses Other Than for Residential Purposes. No building or structure of any sort may ever be placed, erected or used for business, professional, trade or commercial purposes on any of the property within the parcel. Provided, however, this prohibition shall not apply:

(a) to any building or structure that is to be used exclusively by a public utility company in connection with the furnishing of public utility services to the Properties, or

(b) to any portion of a building used for coin operated laundry or dry cleaning equipment for the use of occupants of buildings in the parcel, or

(c) to any portion of a building used by the Declarants for a manager's office or a sales office, or by the Lakewood Property Owners Association, for its office,

if written permission for such placement, erection or use under (a) or (b) above, is first obtained from the Board. Permission of the Board is not required for exception (c) above.

Section 3. Rental. The Association has determined that townhouse property should be occupied by the owner of that property. A townhouse unit, however, may be rented, as an exception to such policy, by securing approval for such rental from the Lakewood Property Owners Association Board of Directors. It is anticipated that such approval for rental of the townhouse unit will be granted primarily to townhome owners who seek to rent their unit pending sale to a subsequent owner/occupant.

Applications for approval to rent townhouse units shall be submitted to the Lakewood Property Owners Association, Inc., in writing and shall state the reasons for application for permission to rent the unit, the length of time requested for such rental and the steps undertaken by the owner to either sell the unit or otherwise cause it to again be occupied by an owner. Such applications shall be considered when feasible at the next scheduled Board of Directors meeting. Approval for rental of a townhouse unit shall not be withheld capriciously and shall be withheld only when, in the opinion of the Lakewood Property Owners Association, substantial detriment to property values in the area would occur through such rental.

Section 4. Fences, etc. No fences or enclosures of any type or nature whatsoever shall ever be constructed, erected, placed or maintained on or about any building site within the parcel except such fences or enclosures as may be authorized by the Board. No truck, trailer, boat, equipment or machinery or cars not in daily use shall ever be parked, located or otherwise maintained on any building site, parking area or street in the parcel. Automobiles shall be parked only in designated parking areas and subject to the provisions of Article IV hereof. No external television or radio antenna shall hereafter be erected on or about any of the building sites or property within the parcel except, with the written approval of the Board, one or more master television antenna towers may be erected for the benefit and use of all or of a part of the residents of the parcel. No clotheslines or clothes hangers may be constructed or used unless completely concealed within enclosed patio areas.

Section 5. Easement for Public Utilities. Easements and rights of way of dimensions for various public utility services have or will be dedicated by the undersigned in the plat of this parcel, the specific description and location thereof being set forth in said plat. To the extent additional easements or rights of way for public utility services are later deemed necessary or desirable, the undersigned shall have and do hereby reserve the right, at any time hereafter, to locate, erect, construct, maintain and use, or authorize the location, erection, construction, maintenance and use of drains, sanitary and storm sewers, gas and water mains and lines, electric and telephone lines, television antenna lines and other utilities, and give or grant easements or rights of way therefore over and upon any part of the land hereby restricted without the consent of the then record owner or owners of said land. No trees, shrubbery, structures, building, fences, pavements or similiar improvements shall be grown, built or maintained within the area of a utility easement or right of way which may damage or interfere with their use.

Section 6. Livestock and Poultry Prohibited. No animals, livestock or poultry of any kind shall be raised or kept on an building site in the parcel other than household pets, which shall be limited to two (2) per household. All pets shall be leashed when outside of the home and patio area. No such pet will be kept, bred or maintained for commercial purposes.

Section 7. Noxious Activity. No noxious or offensive activity shall be carried on within the parcel, nor shall any trash ashes or other refuse be thrown, placed or dumped upon any vacant building site, nor shall anything ever be done which may be or become an annoyance or nuisance to the neighborhood.

Section 8. Outbuildings Prohibited. No outbuildings or other attached structure appurtenant to a residence may be erected on any of the building sites hereby restricted without the consent in writing of the Board.

Section 9. Awnings. No awnings or sun screen of any type shall be affixed to any building or structure within the parcel without the written consent of the Board.

ARTICLE VIII

GENERAL PROVISIONS

Section 1. Duration. The covenants and restrictions of this Declaration shall run with the bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years.

Section 2. Amendment. This Declaration may be amended by an instrument signed by the Class D Members of the Association and by not less the seventy-five percent (75%) of the Owners within this parcel. Any amendment must be recorded.

Section 3. Enforcement. The Association, any Owner, or the Developers, shall have the right to enforce, by any proceeding at law or in equity all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Supplementary Declaration. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 4. Severability. Invalidation of any one of these covenants or restrictions by judgement or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 5. Additions to Existing Parcel. Additional lands may become part of the Properties and subject to this Supplementary Declaration by filing of record a Statement subjecting such lands to this Supplementary Declaration and the Basic Declaration.

IN WITNESS WHEREOF, the undersigned, being the Declarants herein, have hereunto set their hands and seals this 4th, 5th day of Nov., 1974.

On this 5th day of November, 1974, before me, the undersigned, a Notary Public in and for the said County and State, personally appeared Neil Gibson and _____, known to me to be the same persons whose names are subscribed to the foregoing instrument and personally known to me to be the Vice-President and _____, respectively, of Farm & Home Savings Association, and acknowledged that they executed the said instrument as their free and voluntary act as such officers, and as the free and voluntary act of the said corporation, for the uses and purposes therein set forth.

WITNESS my hand and notarial seal the day and year in this certificate above written.

E. Louise Jones
Notary Public
E. Louise Jones

My Commission Expires:

E LOUISE JONES M.C.E. 7/14/78

STATE OF MISSOURI)
)
COUNTY OF JACKSON)

On this 5th day of November, 1974, before me, the undersigned, a Notary Public in and for the said County and State, personally appeared Richard J. Stephens and _____, known to me to be the same persons whose names are subscribed to the foregoing instrument and personally known to me to be the President and _____, respectively, of Astro Building Corporation, and acknowledged that they executed the said instrument as their free and voluntary act as such officers, and as the free and voluntary act of the said corporation, for the uses and purposes therein set forth.

WITNESS my hand and notarial seal the day and year in this certificate above written.

Annice Tuckman
Notary Public

My Commission Expires:

October 28, 1977

STATE OF MISSOURI)
)
COUNTY OF JACKSON)

On this 4th day of November, 1974, before me, the undersigned, a Notary Public in and for the said County and State, personally appeared Wilmer C. Andes and Paul L. Roberts, known to me to be the same persons whose names are subscribed to the foregoing instrument and personally known to me to be the President and Corporation Secretary, respectively, of Systematic Development Co., Inc., and acknowledged that they executed the said instrument as their free and voluntary act as such officers, and as the free and voluntary act of the said corporation, for the uses and purposes therein set forth.

WITNESS my hand and notarial seal the day and year in this certificate above written.

Mary Lou Walker
Notary Public
Mary Lou Walker

My Commission Expires:

September 6, 1978

STATE OF MISSOURI }
COUNTY OF JACKSON } IN THE RECORDER'S OFFICE

I, BILL W. AUSTIN, Recorder of said County, do hereby certify that the within instrument of writing was, at 7 o'clock and 03.5 minutes AM., on the 6 day of Nov A.D., 1974, duly filed for record in my office, and is recorded in the records of this office, in book 159 at page 507.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Independence, Missouri the day and year in the certificate above written.
BILL W. AUSTIN, Recorder
BY D. Corbin DEPUTY

STATE OF MISSOURI
JACKSON COUNTY
RECORDER OF DEEDS

1974 NOV 6 AM 9 03 5

BILL W. AUSTIN
RECORDER OF DEEDS
BY D. Corbin

33.00

FARM & HOME SAVINGS ASSOCIATION

By: Neil Wilson
Vice-President

ATTEST:

Wm. E. Moore Jr.
Asst. Secretary

ASTRO BUILDING CORPORATION

By: William C. Bodis
President

ATTEST:

Paul L. Roberts

SYSTEMATIC DEVELOPMENT CO., INC.

By: W. B. Stephens

ATTEST:

James