

OCT 01 1998

AMENDMENT AND MODIFICATION OF
WATER'S EDGE TOWNHOMES
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
AND DEDICATION OF EASEMENTS

THIS AMENDED DECLARATION AND DEDICATION is made effective this

10th day of April, 1998; and

WHEREAS, by instrument of the Farm & Home Savings Association, Inc., a Missouri corporation, entitled "Declaration of Covenants, Conditions and Restrictions and Dedication of Easements", which instrument was recorded on April 14, 1987 as Instrument No. I-763306 in Book I-1664 at Page 35 in the Office of the Recorder of Deeds of Jackson County, Missouri at Independence, Farm & Home Savings Association, a Missouri corporation, and/or its assigns, subjected all of certain property legally described therein and referred to as the "Properties", all of which is more particularly set forth in said Declaration of Restrictions and legally described as

All that part of the Northwest Quarter of Section 8, Township 48, Range 31, in the City of Lee's Summit, Jackson County, Missouri, more particularly described as follows: Commencing at the Northwest corner of said ¼ Section; thence South 1°57'08" West along the West line of said ¼ Section, 428.44 feet; thence North 44°58'34" East, 26.54 feet to a point on the Easterly line of Channel Drive as now established, and the point of beginning of the tract of land to be herein described; thence continuing North 44°58'34" East, 237.19 feet; thence South 43°40'00" East, 5.00 feet; thence South 66°20'00" East, 59.00 feet; thence South

86°00'00" East, 94.00 feet; thence North 82°51'00" East, 59.00 feet; thence South 77°06'00" East, 44.00 feet; thence South 33°39'00" East, 56.00 feet; thence South 7°54'00" East, 160.00 feet; thence South 39°12'00" West, 19.00 feet; thence South 5°16'00" East, 35.00 feet; thence South 48°57'00" East, 21.00 feet; thence South 9°15'00" West, 168.00 feet; thence South 11°26'00" East, 68.00 feet; thence South 3°22'00" East, 74.00 feet; thence South 19°37'00" East, 42.00 feet; thence South 22°27'00" West, 44.00 feet; thence South 76°47'00" West, 26.00 feet; thence South 85°51'00" West, 192.01 feet to a point on the Easterly line of said Channel Drive; thence North 3°19'04" West along said Easterly line, 40.16 feet; thence Northerly and Northwesterly along said Easterly line, being a curve to the left, from the last described course as a tangent, having a radius of 709.42 feet and a central angle of 41°42'22", a distance of 516.40 feet; thence North 45°01'26" West, tangent to the last described curve, 60.19 feet to the point of beginning. Containing 4.870 Acres, more or less. Also known as "Water's Edge Townhomes"; and

WHEREAS, under the provisions of Article XI, Section 3 of the original Declaration recorded April 14, 1987 at Page 57, it was provided as follows:

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by the Association or the Owner of any Lot, unit or parcel of land subject to this Declaration, their respective legal representatives, heirs, successors and assigns for a term of twenty (20) years from the date this Declaration, after which time said covenants shall automatically be extended for successive periods of ten (10) years. The covenants and restrictions of this Declaration may be amended by an instrument signed by sixty percent (60%) of all Owners of all Lots (including Lots not annexed into the Association) and Units located in Water's Edge Townhomes. Any amendment must be properly recorded. Additionally, so long as Declarant owns any Lots or Units in

Water's Edge Townhomes, Declarant may amend this instrument by filing an Amended Declaration provided that any such amendment made by Declarant does not substantially impair any rights created herein for the benefit of Members of the Association.

WHEREAS, the undersigned are owners of record title of over sixty percent (60%) of

Lots 1 thru 18, WATER'S EDGE TOWNHOMES, according to the recorded plat thereof;

and represent more than sixty percent (60%) of the ownership referred to in Article XI, Section 3 of said Declaration of Restrictions.

NOW, THEREFORE, by agreement, the undersigned, being sixty percent (60%) of the property owners legally described above, hereby consent, agree and duly execute by signature the aforesaid instrument amending Article VI, Section 2 and Article VII, Section 1 as aforesaid with all other provisions of Document #I-763306 dated April 10, 1987 remaining in full force and effect.

Article VI, Parcel Assessments:

Section 2. Purposes of Assessments.

Parcel assessments shall be used exclusively for the following purposes:

- a. Improvement and maintenance of common areas, including streets;
- b. Purchasing group services, including but not limited to insurance, trash collection, snow removal, lawn care, mowing, utilities, care

of sprinkler systems and appraisals for group insurance;

- c. Parcel assessments shall not be used for exterior maintenance of multi-family residential structures and units except as provided in sub-section d hereof, and painting, repair, replacement and care of roofs, gutters, downspouts, exterior building surfaces, walks, patios, fences, doors, garage doors, glass and driveways shall be the primary responsibility of the individual unit owner qualifying for membership under the provisions of Article I, Section 12 and Article I, Section 19 of this Declaration.
- d. The Parcel shall maintain an exterior maintenance and repair fund as set by the Parcel Committee, as created under Article VIII, Section 8.1 of the Bylaws and shall initially set the amounts and said maintenance and repair fund, which shall be approved by the Lakewood Board of Directors in its discretion to be used for emergency repairs with the common elements, and exterior maintenance or repair of multi-family residential structures and individual units including, but not limited to, painting, repair, replacement and care of roofs, gutters, downspouts, exterior building surfaces, walks, patios, fences, doors, garage doors, driveways, removal of brush and debris, and other exterior improvements necessary to keep an individual unit from deteriorating, becoming unsightly and decreasing in value below the standard created and maintained by the Parcel Architectural Review Board and Committee under the provisions of Article VII. In the event the Parcel is required to expend Parcel funds for exterior maintenance of an individual unit, special assessments may be imposed by the Lakewood Board of Directors on recommendation of the Parcel Committee upon any lot or other land upon which multi-family residential units are located for the purpose of maintaining the exterior appearance thereof if the owner shall have failed or refused to do so, including removal of debris, painting, repairing, replacing and caring for driveways, gutters, downspouts and exterior building surfaces, trees, shrubs, grass, walks and other exterior improvements necessary to keep the owner's property from deteriorating or becoming unsightly. For the purpose solely of performing the exterior maintenance authorized by this paragraph, representatives of the Association and Parcel and its

duly authorized agents or employees shall have the right, after reasonable notice to the owner, to enter upon any lot, unit or other property on reasonable hours on any day except Sunday for the purpose of completing the required maintenance. Notice of the violation or failure to maintain the appearance of the property shall be provided in written form, postage prepaid, at the address of the offending property owner, who shall have a thirty (30) day period to cure said violation prior to action taken for correction of same by the Parcel in absence of an emergency condition.

- e. In addition to the foregoing Parcel assessments, the Lakewood Property Owners Association, upon recommendation of the Parcel Committee, established by the Parcel pursuant to Article VIII of the Bylaws of the Association, may levy in any assessment year, uniform special assessments against lots and units applicable to that year and for not more than the next succeeding two (2) years, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement on the exterior of that unit provided that any such special assessment shall be approved by the Parcel Committee and by a vote of two-thirds (2/3) of the Parcel members present and voting in person or by proxy at a regular or special Parcel meeting for the purpose of levying said assessment.

Article VII. Architectural Control and General Use Restrictions.

Section 1. Water's Edge Architectural Control Committee.

The Water's Edge Architectural Control Committee is hereby created which is composed of three (3) members who shall be unit owners within the Parcel. A majority of the Architectural Control Committee may designate a representative to act for it. The members of the committee shall serve three (3) year terms. In the event of the death or resignation of any member of the Architectural Control Committee, the remaining members shall have full authority to designate a successor. The committee shall be a liaison with the Architectural Review Board of the Lakewood Property Owners Association and shall administer the

powers of the Architectural Review Board established in the Declaration of Covenants, Conditions and Restrictions dated August 28, 1993, filed of record with the Recorder of Deeds of Jackson County, Missouri, at Independence, on the 29th day of August, 1993 as Document No. I162473 in Book 473 at Page 269; and further, the powers of the Architectural Review Board established in the Water's Edge Declaration of Covenants, Conditions, Restrictions and Dedication of Easements, dated April 10, 1987, and filed of record with the Recorder of Deeds of Jackson County on May 5, 1987 as Document No. I-763306 in Book I-1664 at Page 35.

It is further agreed that no improvements, alterations, repairs, change of paint colors, excavations, changes in grade or other work which in any way alters the exterior of any property unit or the improvements located thereon from its improved state existing on the date of this Amended Covenant shall be made or done without the prior approval of the Water's Edge Architectural Control Committee except as otherwise expressly provided in this Declaration. No building, decks, trees, shrubs, fence, wall, residence, exterior air conditioning unit or other structures shall be commenced, erected, maintained, improved, altered or done without the prior written approval of the Water's Edge Architectural Control Committee. Following approval of the application by the Water's Edge Architectural Control Committee, the application must then be submitted for approval by the Lakewood Property Owners Association's Architectural Review Board/Alterations Review Committee (ARB/ARC). The unit owner may appeal any adverse decision of the Water's Edge Architectural Control Committee to the Parcel Committee, which may reverse or modify such decision by a two-thirds (2/3) vote of the directors. The final decision of the Parcel Committee may be appealed by either the Parcel or the unit owner for review and recommendation by the Architectural Review Board/Alterations Review Committee and final decision by the Lakewood Board of Directors, which may modify or reverse such decisions by two-thirds (2/3) vote of the directors.

In the event the Water's Edge Architectural Control Committee fails to approve, modify or disapprove in writing an application for improvement within thirty (30) days after the plans and specifications in writing have been submitted to it in accordance with adopted procedures,

approval will be deemed granted. The unit owner may appeal any adverse decision of the Water's Edge Architectural Control Committee to the Parcel committee which may reverse or modify such decision by a two-thirds (2/3) vote of the directors.


In the event an owner fails to comply with these provisions and in any way alters the exterior of a property or creates improvements without written consent of the Water's Edge Parcel Committee or Lakewood Property Owners' Architectural Review Board as applicable, the Lakewood Property Owners Association, upon recommendation from the Parcel committee, may bring legal action against the offending owner, who agrees to pay all damages, court costs and reasonable attorney's fees incurred by the Association as a result of said violation or unapproved construction.

The Water's Edge Architectural Control Committee shall have the power to make variations, alterations and changes as to any unit provided the same are accomplished for the mutual benefit of the applicant and owners of surrounding lots, units and land. Any decision of the Architectural Control Committee in relation to any exception authorized by this Section may be appealed to the Board of Directors of the Parcel which may reverse or modify such decision by a two-thirds (2/3) vote of the directors. Any decision of the Parcel Committee may be appealed to the Board of Directors of the Lakewood Property Owners Association, which may reverse or modify such decision by a two-thirds (2/3) vote of the directors.


In all other respects, said Declaration of Covenants, Conditions and Restrictions and Dedication of Easements filed of record as Document No. I-763306 remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed this 10th day of April, 1998.

The undersigned, being property owners of Lot # 2 in the Water's Edge Townhomes, a lot located in the Supplementary Water's Edge Parcel, do consent, agree and duly execute by signature(s) that Article VI, Section 2 and Article VII, Section 1 of the aforesaid Declaration of Covenants, Conditions and Restrictions may be amended as aforesaid with all other provisions of Document No. I-763306 remaining in full force and effect.



 Signature
JERRY HOUNCHELL

 Print Name


 Signature
HOPE HOUNCHELL

 Print Name

STATE OF MISSOURI)
)ss:
COUNTY OF JACKSON)

On this 24th day of March, 1998, before me, the undersigned notary public, personally appeared individual(s) Jerry & Hope Hounchell and _____, to me personally known as property owner(s) in Water's Edge, who did sign the foregoing instrument and acknowledged said instrument to be the free act and deed of their choice.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal and affixed my official seal the 24th day of March, 1998, in the City of Lee's Summit, Missouri, the day and year last above written.

Melodie Elledge
Notary Public

MY COMMISSION EXPIRES:
Melodie Elledge
Notary Public, State of Missouri
County of Jackson
My Commission Expires 06/25/99



The undersigned, being property owners of Lot # 4 in the Water's Edge Townhomes, a lot located in the Supplementary Water's Edge Parcel, do consent, agree and duly execute by signature(s) that Article VI, Section 2 and Article VII, Section 1 of the aforesaid Declaration of Covenants, Conditions and Restrictions may be amended as aforesaid with all other provisions of Document No. I-763306 remaining in full force and effect.

William C. Kenton
Signature
William C. Kenton
Print Name

Lillian G. Kenton
Signature
Lillian G. Kenton
Print Name

STATE OF MISSOURI)
)ss:
COUNTY OF JACKSON)

On this 26th day of March, 1998, before me, the undersigned notary public, personally appeared individual(s) William C. Kenton and Lillian G. Kenton, to me personally known as property owner(s) in Water's Edge, who did sign the foregoing instrument and acknowledged said instrument to be the free act and deed of their choice.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal and affixed my official seal the 26th day of March, 1998, in the City of Lee's Summit, Missouri, the day and year last above written.

Machelle L. Seiler
Notary Public

MY COMMISSION EXPIRES:
9/6/2001



The undersigned, being property owners of Lot # 5 in the Water's Edge Townhomes, a lot located in the Supplementary Water's Edge Parcel, do consent, agree and duly execute by signature(s) that Article VI, Section 2 and Article VII, Section 1 of the aforesaid Declaration of Covenants, Conditions and Restrictions may be amended as aforesaid with all other provisions of Document No. I-763306 remaining in full force and effect.

K.E. Cornelius
Signature
K.E. CORNELIUS
Print Name

Betty L Cornelius
Signature
Betty L Cornelius
Print Name

STATE OF MISSOURI)
)ss:
COUNTY OF JACKSON)

On this 31 day of March, 1998, before me, the undersigned notary public, personally appeared individual(s) K.E. Cornelius and Betty L Cornelius, to me personally known as property owner(s) in Water's Edge, who did sign the foregoing instrument and acknowledged said instrument to be the free act and deed of _____ choice.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal and affixed my official seal the 31 day of March, 1998, in the City of Independence, Missouri, the day and year last above written.

Patricia Latas
Notary Public

MY COMMISSION EXPIRES:

The undersigned, being property owners of Lot # 7 in the Water's Edge Townhomes, a lot located in the Supplementary Water's Edge Parcel, do consent, agree and duly execute by signature(s) that Article VI, Section 2 and Article VII, Section 1 of the aforesaid Declaration of Covenants, Conditions and Restrictions may be amended as aforesaid with all other provisions of Document No. I-763306 remaining in full force and effect.

James L. Naylor, Jr.
Signature

JAMES L. NAYLOR, JR.
Print Name

Signature

Print Name

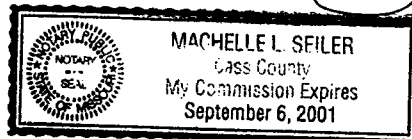
STATE OF MISSOURI)
)ss:
COUNTY OF JACKSON)

On this 8th day of April, 1998, before me, the undersigned notary public, personally appeared individual(s) James L. Naylor, Jr. and _____, to me personally known as property owner(s) in Water's Edge, who did sign the foregoing instrument and acknowledged said instrument to be the free act and deed of his choice.

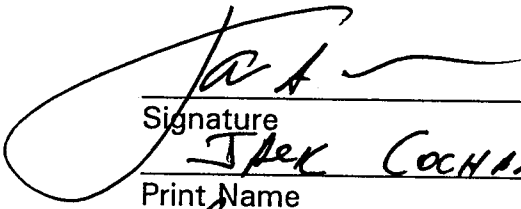
IN TESTIMONY WHEREOF, I have hereunto set my hand and seal and affixed my official seal the 8th day of April, 1998, in the City of Lee's Summit, Missouri, the day and year last above written.

Machelle L. Sfiler
Notary Public

MY COMMISSION EXPIRES:
9/6/2001

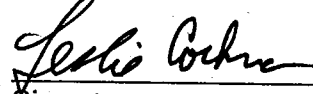


The undersigned, being property owners of Lot # 9 in the Water's Edge Townhomes, a lot located in the Supplementary Water's Edge Parcel, do consent, agree and duly execute by signature(s) that Article VI, Section 2 and Article VII, Section 1 of the aforesaid Declaration of Covenants, Conditions and Restrictions may be amended as aforesaid with all other provisions of Document No. I-763306 remaining in full force and effect.



Signature
JACK COCHRAN

Print Name



Signature
Leslie Cochran

Print Name

STATE OF MISSOURI)
)ss:
COUNTY OF JACKSON)

On this 10th day of April, 1998, before me, the undersigned notary public, personally appeared individual(s) Jack Cochran and Leslie Cochran, to me personally known as property owner(s) in Water's Edge, who did sign the foregoing instrument and acknowledged said instrument to be the free act and deed of their choice.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal and affixed my official seal the 10th day of April, 1998, in the City of Blue Springs, Missouri, the day and year last above written.

MY COMMISSION EXPIRES:





Notary Public

The undersigned, being property owners of Lot # 11 in the Water's Edge Townhomes, a lot located in the Supplementary Water's Edge Parcel, do consent, agree and duly execute by signature(s) that Article VI, Section 2 and Article VII, Section 1 of the aforesaid Declaration of Covenants, Conditions and Restrictions may be amended as aforesaid with all other provisions of Document No. I-763306 remaining in full force and effect.

Howard E Harrington
Signature
HOWARD E. HARRINGTON
Print Name

Kathryn L. Harrington
Signature
KATHRYN L. HARRINGTON
Print Name

STATE OF MISSOURI)
)ss:
COUNTY OF JACKSON)

On this 6 day of April, 1998, before me, the undersigned notary public, personally appeared individual(s) KATHRYN L HARRINGTON and HOWARD E HARRINGTON, to me personally known as property owner(s) in Water's Edge, who did sign the foregoing instrument and acknowledged said instrument to be the free act and deed of _____ choice.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal and affixed my official seal the 6 day of April, 1998, in the City of Blue Springs, Missouri, the day and year last above written.

Cynthia Williams
Notary Public

MY COMMISSION EXPIRES:
March 25, 2000

CYNTHIA K WILLIAMS
NOTARY PUBLIC STATE OF MISSOURI
JACKSON COUNTY
MY COMMISSION EXP. MAR. 25,2000

The undersigned, being property owners of Lot # 12 in the Water's Edge Townhomes, a lot located in the Supplementary Water's Edge Parcel, do consent, agree and duly execute by signature(s) that Article VI, Section 2 and Article VII, Section 1 of the aforesaid Declaration of Covenants, Conditions and Restrictions may be amended as aforesaid with all other provisions of Document No. I-763306 remaining in full force and effect.

Kenneth S. Fuller
Signature
KENNETH S. FULLER II
Print Name

Anita L. Fuller
Signature
Anita L. Fuller
Print Name

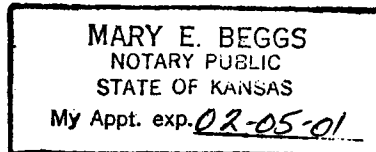
Kansas
STATE OF ~~MISSOURI~~)
Johnson)ss:
COUNTY OF ~~JACKSON~~)

On this 2 day of April, 1998, before me, the undersigned notary public, personally appeared individual(s) Spencer and Anita, to me personally known as property owner(s) in Water's Edge, who did sign the foregoing instrument and acknowledged said instrument to be the free act and deed of their choice.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal and affixed my official seal the 2 day of April, 1998, in the City of K.C. Mo., Missouri, the day and year last above written.

Mary E. Beggs
Notary Public

MY COMMISSION EXPIRES:
02-05-01



I3219P1129

The undersigned, being property owners of Lot # 13 in the Water's Edge Townhomes, a lot located in the Supplementary Water's Edge Parcel, do consent, agree and duly execute by signature(s) that Article VI, Section 2 and Article VII, Section 1 of the aforesaid Declaration of Covenants, Conditions and Restrictions may be amended as aforesaid with all other provisions of Document No. I-763306 remaining in full force and effect.

Virginia Russo
Signature

VIRGINIA RUSSO
Print Name

Signature

Print Name

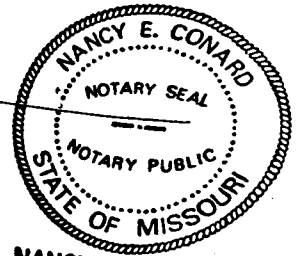
STATE OF MISSOURI)
)ss:
COUNTY OF JACKSON)

On this 30th day of MARCH, 1998, before me, the undersigned notary public, personally appeared individual(s) Virginia Russo and _____, to me personally known as property owner(s) in Water's Edge, who did sign the foregoing instrument and acknowledged said instrument to be the free act and deed of her choice.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal and affixed my official seal the 30th day of MARCH, 1998, in the City of Lee's Summit, Missouri, the day and year last above written.

MY COMMISSION EXPIRES:
MAY 10, 1999

Nancy E. Conard
Notary Public



The undersigned, being property owners of Lot # 14 in the Water's Edge Townhomes, a lot located in the Supplementary Water's Edge Parcel, do consent, agree and duly execute by signature(s) that Article VI, Section 2 and Article VII, Section 1 of the aforesaid Declaration of Covenants, Conditions and Restrictions may be amended as aforesaid with all other provisions of Document No. I-763306 remaining in full force and effect.

[Signature]
Signature
DAVID HEAVILAND
Print Name
Lou Ann Heaviland
Signature
LOU ANN HEAVILAND
Print Name

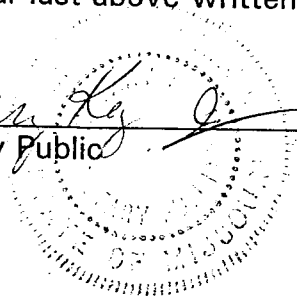
STATE OF MISSOURI)
)ss:
COUNTY OF JACKSON)

On this 31st day of March, 1998, before me, the undersigned notary public, personally appeared individual(s) DAVID HEAVILAND and LOU ANN HEAVILAND, to me personally known as property owner(s) in Water's Edge, who did sign the foregoing instrument and acknowledged said instrument to be the free act and deed of THEIR choice.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal and affixed my official seal the 31st day of March, 1998, in the City of Blue Springs, Missouri, the day and year last above written.

[Signature]
Notary Public

MY COMMISSION EXPIRES:
2-17-00



I3219P1132

1133

The undersigned, being property owners of Lot #16 in the Water's Edge homes, a lot located in the Supplementary Water's Edge Parcel, do consent, and duly execute by signature(s) that Article VI, Section 2 and Article VII, n 1 of the aforesaid Declaration of Covenants, Conditions and Restrictions may be amended as aforesaid with all other provisions of Document No. I-763306 being in full force and effect.

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763306

Clark B. Wikle
Signature

Clark B. Wikle
Print Name

Denzel Irene Wikle
Signature

Denzel Irene Wikle
Print Name

OF MISSOURI)
)ss:
OF JACKSON)

On this 31st day of March, 1998, before me, the undersigned notary personally appeared individual(s) Clark B. Wikle and Irene Wikle, to me personally known as property owner(s) in Water's Edge and did sign the foregoing instrument and acknowledged said instrument to be their act and deed of their choice.

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TESTIMONY WHEREOF, I have hereunto set my hand and seal and affixed my official seal the 31st day of March, 1998, in the City of Summit, Missouri, the day and year last above written.

nd affixed
e City of

Machelle L. Seiler
Notary Public

COMMISSION EXPIRES:
1

