

MAY 7 1969

AMENDMENT OF DECLARATION OF RESTRICTIONS, COVENANTS, AND CONDITIONS OF A PORTION OF TRACT A, MEADOWBROOK MANOR, 2ND PLAT

This Amendment of the Declaration of Restrictions, Covenants, and Conditions of a Portion of Tract A, Meadowbrook Manor, 2nd Plat, is made this 18th day of April, 1969, by all of the owners of the following described real estate located in Clay County, Missouri:

STATE OF MISSOURI  
COUNTY OF CLAY  
CLERK FOR RECORD

MAY 7 1 30 PM '69

RALPH H. HOOPER  
RECORDER OF DEEDS

BY *Small Santall*  
*deputy*

Parcel (3) three of Tract A of MEADOWBROOK MANOR -2ND PLAT according to the Certificate of Survey recorded in Plat Book 13, Page 41, in the Office of Recorder of Deeds of Clay County, Missouri, and

Parcel five (5) of Tract A of MEADOWBROOK MANOR -2ND PLAT according to the Certificate of Survey recorded in Plat Book 13, Page 31, in the office of Recorder of Deeds of Clay County, Missouri

The Declaration of Restrictions, Covenants, and Conditions of a Portion of Tract A, MEADOWBROOK MANOR, 2nd Plat, recorded in Book 968, Page 364 of the Deed Records of Clay County, Missouri, is hereby amended by making the following changes therein:

1. Article 11, Section 2 (a) is hereby amended by adding the following sentence to the end of such Section:

"Additional properties may not be added to the existing property after January 1, 1974."

2. Article 111, Section 2 is revoked and a new Section 2 is adopted in its place to read as follows:

"The Association shall have two classes of voting membership:

CLASS A. Class A members shall be all owners with the exception of the declarant and shall be entitled to one vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they among themselves determine but in no event shall more than one vote be cast with respect to any lot.

CLASS B. Class B members shall be the declarant and shall be entitled to three votes for each lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events whichever occurs earlier:

a. When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or,

b. On January 1, 1974.

3. The last two sentences of Article 1V, Section 1, are hereby deleted and the following language substituted in its place:

*one vote per home*

*N/A*

"The declarant hereby covenants for itself, its successors and assigns that it will convey fee simple to the common area to the Association free and clear of all liens and encumbrances prior to the conveyance of the first lot."

4. The first sentence of Article IV, Section 2 (a) is hereby amended by adding to such sentence so that such sentence shall read as follows:

"The right of the developer and of the Association in accordance with its Articles and Bylaws to borrow money for the purpose of improving the common properties and in aid thereof to mortgage such properties with the consent of the members of the Association."

5. The first sentence of Article V, Section 1 is hereby amended so that such sentence shall read as follows:

"The declarant or developer for each lot owned within the property hereby covenants and each owner of any lot within the properties by acceptance of a deed therefor, whether or not it shall be so expressed in such deed or conveyance, shall be deemed to covenant and agree to pay to the Association: (1) annual assessments or charges; (2) special assessments or capital improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided."

6. Article V, Section 2 is hereby amended so that such Section 2 shall provide as follows in its entirety:

"The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents in the properties and in particular for the improvement and maintenance of properties, services, and facilities devoted to this purpose and related to the use and enjoyment of the common properties and of the homes situated upon the properties, including, but not limited to, the payment of taxes and insurance on the common properties, repairs to, replacement of and additions to the common properties, for the costs of labor, equipment, materials, management and supervision of the common properties, and for the maintenance, repair, and services listed in Article XI hereof."

7. Article V, Section 3 is hereby deleted and a new Section 3 is hereby adopted to read as follows:

"Until January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment shall be One Hundred Forty-four Dollars (\$144.00) per lot.

a. From and after January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment may be increased each year not more than three percent (3%) above the maximum assessment for the previous year without a vote of the membership.

b. From and after January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment may be increased above three percent (3%) by a vote two-thirds (2/3) of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

BOOK 1016 PAGE 129

State of Missouri)  
County of Clay )ss

On this 18<sup>th</sup> day of April, 1969, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Kenneth Lee Parker/ and Anita C. Parker, his wife, Gene Falls and Rosemary Falls, his wife, and Glenn E. Eaton and Edna M. Eaton, his wife, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed, and further declared themselves to be married.

WITNESS my hand and Notarial Seal subscribed and affixed in said County and State, the day and year in this certificate above written.

My Commission Expires Aug. 10, 1971

August Roman  
Notary Public

HOME SAVINGS ASSOCIATION OF KANSAS CITY hereby ratifies as lender on Lot 7, Parcel 3, of Tract A of MEADOWBROOK MANOR - 2nd Plat according to the Certificate of Survey recorded in Plat Book 13, Page 41 in the Office of Recorder of Deeds of Clay County, Missouri and Lot 8, Parcel 5, of Tract A of Meadowbrook Manor -2nd Plat according to the Certificate of Survey recorded in Plat Book 13, Page 31 in the Office of Recorder of Deeds of Clay County, Missouri

Attest Robert Ouchalen  
Assistant Secretary

James Dean  
Vice President

State of Missouri)  
County of Jackson)ss On this 18 day of APRIL, 1969, before me, appeared James J. Ahern to me personally known, who being by me duly sworn, did say that he is the Vice President of Home Savings Association of Kansas City a corporation and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said James J. Ahern acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at my office in Kansas city, Missouri, the day and year last written above.

My Commission Expires June 23, 1972

My commission expires ~~February 1970~~

Doris J. Keppeler  
Notary Public within and for said county and State.

HOME SAVINGS ASSOCIATION OF HARDIN, MISSOURI hereby ratifies as lender on Lot 1, Parcel 5, of Tract A of MEADOWBROOK MANOR -2nd Plat according to the Certificate of Survey recorded in Plat Book 13, Page 31 in the Office of Recorder of Deeds of Clay County, Missouri

Attest: Dorinda L. Hogan  
Secretary

J. R. Hogan  
Vice President

State of Missouri  
County of Ray

On this 2nd day of May, 1969, before me, appeared I. R. Hogan to me personally known, who being by me duly sworn, did say that he is the Vice President of Home Savings Association of Hardin, Missouri a corporation and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said I. R. Hogan acknowledged said instrument to be the free act and deed of said corporation.

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

My commission expires Jan 21, 1971

Blondys Howell  
Notary Public Within and for said county and state

C. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

8. Article V, Section 5 is hereby amended to read as follows:

"Quorum for any action authorized under Section 4 hereof shall be sixty percent (60%) of each Class of the members of the Association, voting either in person or by proxy.

9. The second sentence of Article V, Section 6 is hereby amended

to read as follows:

"The annual assessments provided for herein to all lots shall be on the first day of the month following the conveyance of the common area."

10. Article V, Section 10 (c) is hereby deleted.

11. Article VI, Section 1 is hereby deleted.

12. The caption of Article X, Section 4 of "Screening Required" is hereby deleted and a new caption is hereby adopted to read as follows:

"Miscellaneous Equipment, Trash and Garbage"

In all other respects the Declaration of Restrictions, Covenants, and Conditions described herein are hereby affirmed and ratified and shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have signed these presents and cause these presents to be signed by their officers the day and year first above written.

BYERS - SMITH, INC.

Attest:

George W. Byers  
Secretary

By: Reed P. Byers  
President

Kenneth Lee Parker  
Kenneth Lee Parker aka Kenneth Parker

Anita C. Parker  
Anita C. Parker (wife)

Gene Falls  
Gene Falls

Rosemary Falls  
Rosemary Falls (wife)

Glenn E. Eaton  
Glenn E. Eaton

Edna M. Eaton  
Edna M. Eaton (wife)

State of Missouri)ss  
County of Clay)

On this 18<sup>th</sup> day of April, 1969, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Reed P. Byers, President and George W. Byers, Secretary, of Byers-Smith, Inc., to me known to be the persons described in and who executed the foregoing instrument; and acknowledged that they executed the same as their free act and deed, and the said Reed P. Byers and George W. Byers further declared themselves to be unmarried.

WITNESS my hand and Notarial Seal subscribed and affixed in said County and State, the day and year in this certificate above written.

NOTARY PUBLIC, STATE OF MISSOURI  
MY COMMISSION EXPIRES AUG. 10, 1971  
ISSUED THRU MISSOURI NOTARY ASSOCIATION

Marquet Romars  
Notary Public

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DEED RECORDER

MAY 7 1 30 PM '69

RALPH H. HOPPER  
RECORDER OF DEEDS

BY *Amabel Santell*  
*deputy*

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