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DECLARATION OF RESTRICTIONS

TO

THE MEADOWS OF WINTERSET

WHEREAS, Southland Developer's, L.L.C., a Missouri limited liability company ("Developer"), is the owner of all of the Lots (as hereinafter defined) in THE MEADOWS OF WINTERSET, a subdivision in Jackson County, Missouri (the "Subdivision"), the plat of which was recorded on October 30, 1995 in the office of the Register of Deeds of Jackson County, Missouri, at Document Number 11380084 in Book 157, Page 76 ("the Plat"); and

WHEREAS, the Developer has heretofore dedicated to the public all of the streets and roads shown on the Plat for the use by the public; and

WHEREAS, said Developer now desires to place certain restrictions on all of the Lots in the Subdivision and all of the land legally described on the Plat;

NOW, THEREFORE, in consideration of the premises, Developer, for itself and its successors, and assigns, and for its future grantees, hereby declares by this declaration of restrictions (these "Restrictions") that all of the Lots shown on the Plat shall be and hereby are restricted in the manner hereinafter set forth.

Section 1. Definitions.

For the purpose of these restrictions, the following terms shall have the following meanings

(1) "Street" shall mean any street, road, drive, terrace, circle, boulevard, or avenue of whatever name as shown on the Plat.

(2) "Outbuilding" shall mean any structure erected or maintained on a lot other than the main residential structure or any structural component thereof, and shall include, without limitation, any deck, gazebo, greenhouse, doghouse, or other animal shelter, fence, privacy screen, boundary wall, bridge, patio enclosure, tennis court, paddle tennis court, swimming pool, hot tub, basketball goal, swingset, trampoline, sand box, playhouse, treehouse or other recreational or play structure.

(3) "Lot" shall mean any lot within the District (as hereinafter defined) shown as a separate lot on the Plat, as amended from time to time.

(4) "Corner Lot" shall mean any Lot, or any tract of land as conveyed, having more than one street contiguous to it.

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(5) "District" shall mean, unless and until extended as hereinafter provided, all of the lots enumerated above and shown on the Plat. If or when other land shall, in the manner hereinafter provided, be added to the Subdivision, then the term "District" shall thereafter mean all land which shall from time to time be subjected to the terms of these Restrictions, including any future modification thereof.

(6) "Owner" shall mean those persons or corporations who may from time to time own in fee simple a Lot or Lots within the District.

(8) "Association" shall mean The Meadows of Winterset Homes Association, a Missouri not-for-profit corporation, serving as the homes association for the district.

Section 2. Persons Bound By These Restrictions. All persons and corporations who now own or shall hereafter acquire any interest in any Lot or Lots shall be taken to hold and agree and covenant with the Owner of said Lots, and with its successors and assigns, to conform to and observe these Restrictions for a period of time ending on January 1, 2015; provided, however, that these Restrictions shall be renewable in the manner hereinafter set forth.

Section 3. Use of Land. Lot or Lots may be improved, used or occupied for other than private residence purposes, and no flat or apartment house, though intended for residence purposes, may be erected thereon. Any residence erected or maintained on any of the Lots shall be designed for occupancy by a single family. No business Outbuilding shall be erected, nor business of any nature conducted on the land herein described, nor shall anything be done thereon which may be or become a nuisance to the neighborhood provided, however that the Developer reserves the right to maintain a residential real estate sales office and/or other temporary buildings upon any of the Lots owned by it for the purpose of a construction office, or promoting, advertising for sale, showing, and selling Lots, either improved or unimproved, within the District during its development.

Section 4. Permitted Height of Residences. Any residence erected on any of the Lots shall not be more than two (2) stories in height; provided, however, that a residence more than two (2) stories in height may be erected thereon with the written consent of the Developer.

Section 5. Frontage of Residences on Streets.

(1) Any residence erected wholly or partially on any Corner Lot, or any part or parts thereof, shall front or present a good frontage on the Street or Streets designated by the Developer in its deed to said Lot or part thereof.

(2) If any part less than the whole of any Corner Lot is acquired by the Owner of an inside Lot contiguous to said Corner Lot, then, as to the part of such Corner Lot so acquired, the provisions hereof requiring a residence erected on a Corner Lot to front or present a good frontage on the Street or Streets designated by the Developer, shall not be operative, but the part of the Corner Lot so acquired shall be deemed to be a part of the inside Lot to which it is contiguous, as to the restrictions governing the frontage of the residence on the street, and said

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part of any such Corner Lot so acquired shall be subject to the restrictions applicable to the inside Lot.

Section 6. Setback of Residences from Street.

(1) No part of any residence or fence, except as hereinafter provided, may be erected or maintained on any of the Lots nearer to the front Street or the side Street than is the front building or the side building line shown on the Plat on the Lot or Lots in which such residence may be erected. Notwithstanding the foregoing, Developer shall have and does hereby reserve the right, upon a sale or conveyance of any of the Lots, to change any building line shown thereon, and may at any time with the consent of the Owners of any Lot, change any building line which is shown on the Plat.

(2) The rights hereinabove reserved to the Developer to change the location of the building lines shown on the Plat shall be exercised only after the proposed change shall have been approved by the City of Lee's Summit.

(3) Those parts of the residence which may project to the front or side of and be nearer to the front Streets and the side Streets than the front building lines and the side buildings lines shown on the Plat, and the distance which each may project, are as follows:

(a) Window Projections: Bay, bow or oriel, dormer and other projecting windows may project, beyond the front building lines and the side building lines not to exceed three (3) feet.

(b) Miscellaneous Projections: Cornices, spoutings, chimneys, brackets, pilasters, grille work, trellises and other similar projections and any other projections for purely ornamental purposes, may project beyond the front building lines and side building lines not to exceed four (4) feet.

(c) Vestibule Projections: Any vestibule not more than one (1) story in height may project beyond the front building lines and the side building lines not to exceed five (5) feet.

(d) Cantilever Projections: Upper stories on any dwelling may project beyond the front building lines and the side building lines not to exceed three (3) feet.

Section 7. Required Size of Residence.

(1) Any residence erected on any Lot shall contain a minimum of 1,800 square feet of enclosed floor area (as hereinafter defined). Any residence one and one-half (1-1/2) stories in height or a reverse one and one-half (1-1/2) stories erected on any Lot, shall contain a minimum of 1,300 square feet of enclosed floor area, of which at least 1,100 square feet shall be on the first floor. Any residence two (2) stories in height shall contain a minimum of 1,800 square feet of enclosed floor area, of which at least 900 square feet shall be on the first floor. "Enclosed Floor Area" as used herein shall mean and include, in all cases, areas on the first and

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second floor of the residence enclosed and finished for all-year occupancy, computed on outside measurements of the residence and shall not mean or include any areas in basements, garages, porches, or attics.

(2) No residential building designated as a "ranch with basement garage", a "bi-level" or a "multi-level" (not to include 2 story, 1-1/2 story or reverse 1-1/2 story) residential building shall be constructed on any Lot. The Developer, or the Association, whichever may be the case, shall not be liable for any discretionary approval, disapproval or failure to approve any matter submitted for their or its approval as required by the provisions of these Restrictions. The Developer reserves the absolute and incontestable right to determine whether any bi-level or multi-level residence violates the meaning of this provision and further whether the Enclosed Floor Area of any bi-level or multi-level residence (as distinguished from traditional one and one-half (1-1/2), reverse one and one-half (1-1/2) or two (2) story residences), and/or the enclosed floor area on the first floor thereof, meets the minimum requirements provided for hereunder. The Developer's determination shall be final. The Developer hereby also reserves the right to approve deviations from the aforementioned building designs and reduce any of the Enclosed Floor Area requirements set forth above.

Section 8. Free Space Required. The main body of any residence, including attached garages, attached greenhouses, ell, and porches, enclosed or unenclosed, covered or uncovered, but exclusive of all other projections set forth in Section 5, erected or maintained on any of the Lots hereby restricted or on any part or parts thereof, as shown on the Plat, shall not occupy more than eighty percent (80%) of the width of the Lot on which it is erected, measured in each case from the front building line as shown on the Plat, or as established by the Developer in the conveyance of any Lot, or from such front building line produced to the side lines of the Lots, whichever line is of greater length, without the approval in writing of the Developer.

Section 9. Right to Approve Plans.

(1) No building shall be erected, placed or altered on any Lot in the District until the building plans, specifications and plot plan showing the location of such building has been approved in writing by the Developer as to conformity and harmony of external design with existing structures in the District, and as to location of the building with respect to topography and finished ground elevation.

(2) Upon any such request for approval the party requesting such approval shall submit simultaneously with said request the following documentation:

(a) Four exterior elevations delineating front elevation, back elevations, and both side elevations.

(b) A site plan of the house as it will sit on the Lot showing elevation of top of foundation at its highest point in relation to curb immediately in front of Lot.

(c) Floor plan.

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(d) A list of all exterior materials to be used which will include roof, masonry, siding, and windows.

(e) A landscape plan showing proposed planting for the yard.

(f) A schedule of exterior colors to be used.

The documentation listed above is intended only as a minimum requirement and the Developer shall be free to request any and all other documentation that it deems necessary in its sole discretion. All such documentation shall be submitted in duplicate and shall be signed by the party requesting its approval.

(3) Notwithstanding anything in these Restrictions to the contrary, the Developer, its successors and assigns, shall have, and do hereby reserve, the right to determine the location of all buildings upon the respective Lot or Lots, except as it may be restricted in the making of such determination by the provisions of Sections 5 and 7 herein, and the relation of the top of the foundation thereof to the Street level.

(4) Following the completion of construction of any residence or Outbuilding, no exterior colors or general landscaping thereof shall be changed and no exterior additions or alterations to any structure shall be made unless and until the changes have been approved in writing by the Developer. All replacements of all or any portions of a structure because of age, casualty loss or other reason, including, without limitation, roofs and siding, shall be of the same material as the original structure unless the changes have been approved in writing by the Developer. No changes in the final grading of any Lot shall be made without the written approval of the Developer.

Section 10. Maintaining Sight Distance. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two (2) and five (5) feet above the streets, shall be placed or permitted to remain on any Corner Lot within the triangular area formed by the Street easement and a line connecting them at points twenty-five (25) feet from the intersection of the Street easement, or in the case of a rounded property corner, from the intersection of the Street easement extended. The same sight-line limitations shall apply on any Lot within ten (10) feet from the intersection of the Street easement with the edge of a driveway or alley pavement. No trees shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of the sight lines.

Section 11. Required Building Materials.

(1) Exterior walls of all buildings, structures, and appurtenances thereto shall be of brick, stone, wood shingles, wood siding, wood paneling, plate glass, stucco or a combination thereof. Masonite standard board and batt with 16 inch centers, and lava rock for exterior walls is prohibited. Windows and doors shall be of wood or colored metal and glass. Roofs shall be covered with "Weathered Wood" composite shingles with a minimum 30-year written manufacturer's warranty unless otherwise approved in writing by the Developer. Any building products which may come into general usage for dwelling construction in this area after the date

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of these Restrictions, shall be acceptable if approved in writing by the Developer. All wood exteriors, except roofs and shake sidewalls, shall be covered with a workmanlike finish of paint and/or stain, unless another finish is approved in writing by the Developer. Any areas of exposed foundation shall be covered with one or more of the approved materials for exterior walls hereinbefore described or painted the same color as the exterior walls adjoining the foundation.

(2) No excavation, foundations, footings, building or any other form of improvement shall be permitted to remain in an unfinished condition for longer than three months after commencement of construction. In the event of fire, windstorm, or other damages, no building shall be permitted to remain in damaged condition longer than three months. Any Owner of a structure in violation of this section may, in the discretion of the Developer, be assessed a fine of from One Dollar (\$1.00) to One Hundred Dollars (\$100.00) per day for each day the violation continues, payable to the Developer.

(3) The fine provided for herein, if not paid when due by said Owner, shall become a lien upon the real estate upon which the structure in violation of this section is located; provided, however, that such lien shall be inferior and subordinate to the lien of any valid first mortgage now existing or which may hereafter be placed upon said real estate. All fines shall be due thirty (30) days from the date of written notification of the Owner of any Lot upon which the violation occurs, and if not paid within said thirty-day period, shall bear interest at the rate of ten percent (10%) per annum until paid. Any such interest accruing shall also be a lien upon the real estate and all such liens may be enforced by the Developer or Association in any court in Jackson County, Missouri having jurisdiction of suit for the enforcement of such liens.

Section 12. Commencement and Completion of Construction. Construction of the residential building on a Lot within the District shall be commenced within one (1) year following the date of delivery of a deed from the Developer to the purchaser of the Lot. In the event construction is not commenced within one (1) year, Developer shall have, prior to commencement of construction, the right to repurchase the Lot from the purchaser at its original sale price. All construction shall be completed within 270 days after commencement of construction. No Owner of a Lot in violation of this construction provision shall be entitled to reimbursement for taxes, interest or other expenses paid or incurred by such owner.

Section 13. Landscaping and Lawns. At the time of construction of each residential building, the Owner shall landscape the Lot to the same standards as that generally prevailing throughout the District and similar subdivisions in the area. However, under no circumstances shall the amount allocated to landscaping (excluding sod) be less than Seven Hundred Fifty Dollars (\$750.00) of which Two Hundred Fifty Dollars (\$250.00) shall be used for the purchase and planting of trees. Prior to occupancy, all lawns, including all areas between each residential building and any adjacent Street, regardless of the existence and location of any fence, boundary wall, berm, sidewalk or right-of-way line, shall be fully sodded, except in such areas designated by Developer to be left as natural areas, and each Lot shall be fully and completely landscaped pursuant to the landscape plan herein provided in Section 8(2)(e) hereof. The Owner of each Lot shall at all times keep his lawn, including areas between his residence and any adjacent

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Street, fully sodded, and keep such lawn uniformly mowed and clipped with a length of grass not to exceed four (4) inches.

Section 14. Outbuildings.

(1) No building or other detached structures appurtenant to the residence may be erected on any of the Lots without the written consent of the Developer.

(2) No fence or wall shall be erected, constructed, or maintained upon any of the Lots without written approval as to material, shape, location, and height by the Developer in its sole discretion, provided, however, that Developer shall not approve any fence or wall that violates any section hereof or an ordinance of the City of Lee's Summit, Missouri, which regulates the construction and maintenance of fences and walls on residential property in the City of Lee's Summit, Missouri. On the street side of a Corner Lot, no fence can extend beyond the width of the house nor attach to anything other than the rear corner of the residence. No fence shall be erected over four (4) feet unless the fence surrounds a swimming pool. In no event will any chain link fences or dog runs be erected, placed or maintained upon any of the Lots hereby restricted.

(3) No fence or obstruction of any kind shall be erected or constructed within the boundaries of drainage easements shown and identified as such on the Plat.

(4) All recreational or play structures shall be located behind the back building line of the residence built on any Lot or Lots.

(5) All outside doghouses and other animal shelters shall be located in the back yard, shall be erected within two feet of the residence, shall be painted the same color as the residence and shall have roofs that are compatible with the residence.

(6) No above ground swimming pools may be maintained upon any of the Lots.

(7) No signs, advertisements, billboards, or advertising structures of any kind may be erected or maintained on any of the Lots. However, permission is hereby granted for the erection and maintenance of not more than one (1) advertising board on each Lot as sold and conveyed. The advertising board shall not be more than five (5) square feet in size and may be used for the sole and exclusive purpose of advertising for sale or lease the Lot upon which it is erected and provided further, that nothing in this section shall be construed to prohibit the erection of Subdivision entrance structures, street signs, and informational signs by the Developer, its grantees, assignees, or licensees at such place or places as it or they may determine, which structures may or may not display the name of the Subdivision.

(8) No exterior basketball goals shall be erected or maintained on any of the Lots without prior written consent of the Developer.

Section 15. Livestock and Poultry Prohibited. No livestock or poultry may be kept or maintained upon any of the Lots without the prior written consent of the Developer.

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Section 16. Uses Other than for Residential Purposes: Noxious Activities: Miscellaneous.

(1) Except as otherwise provided herein, no residence or Outbuilding shall ever be placed, erected or used for business, professional, trade or commercial purposes on any Lot; provided, however, that this restriction shall not prevent an Owner from maintaining an office area in his residence or operating a daycare facility provided such daycare facility is licensed by the appropriate local or state agency and such office or daycare facility is maintained and/or operated in accordance with the applicable ordinances of the City of Lee's Summit, Missouri.

(2) No noxious or offensive activity shall be carried on with respect to any Lot, nor shall any trash, ashes or other refuse be thrown, placed or dumped upon any Lot or Common Area, nor shall anything be done which may be or become an annoyance or a nuisance to the neighborhood. Each owner shall properly maintain his Lot in a neat, clean and orderly fashion. All residences and Outbuildings shall be kept and maintained in good condition and repair at all times.

(3) No solar collector of any kind or type may be erected or maintained upon any Lot or Lots without the prior written consent of the Developer.

(4) No radio or television transmitting or receiving antenna or other related communication equipment may be erected or maintained outside of any residence on any Lot or Lots without the prior written consent of the Developer.

(5) All garage doors shall remain closed at all times except when necessary for entry or exit.

(6) No garage sales, sample sales or similar sales shall be held within the District without the prior written consent of the Association or Developer.

(7) No mailbox or standard therefor shall be erected or installed without the prior written approval of style, material, construction, and location being granted by the Association or Developer.

(8) No speaker, horn, whistle, siren, bell or other sound device, except intercoms and those used exclusively for security purposes, shall be located, installed or maintained upon the exterior of any residence or in any yard in the District.

(9) All residential service utilities shall be underground.

(10) No tank for the storage of fuel or other liquids may be maintained above the surface of the ground on any Lot or Lots without the prior written consent of the Developer.

(11) No driveway shall be constructed in a manner as to permit access to a street across a rear Lot line.

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(12) (a) No automotive repair or rebuilding or any other form of automotive manufacture, whether for hire or otherwise, shall occur on any of the Lots except that automotive repairs on a non-commercial basis and not for hire may be conducted in any enclosed garage built on the said premises and permitted under other provisions of these Restrictions.

(b) No automobile, truck, motorcycle, motorbike, motor scooter, boat, airplane, house trailer, boat trailer, camping trailer, motor home, or vehicle of any other type or description may be stored upon any of the Lots, except that such storage (except storage for hire) shall be permitted within the confines of any building built on any of the Lots hereby restricted and permitted under other provisions of these Restrictions. Nothing in this section, however, shall be so construed as to prohibit the regular parking of not more than two (2) automobiles of any type (including pick-up trucks) in running condition and in a reasonable state of repair and preservation on any driveway permitted to be maintained on any of the Lots. No automobile including motor homes, recreational vehicles, or a trailer of any type may be parked or stored upon any street adjoining any Lot within the District for a period exceeding forty-eight (48) hours.

(13) No exterior clothes lines or poles may be erected or maintained on any of the Lots.

(14) No exterior Christmas lights and/or decorations may be erected or maintained on any of the Lots except during a sixty (60) day period beginning November 15th of each calendar year.

(15) Pets shall be confined. No pets shall be allowed to run at large on any of the land within the District.

Section 17. Easements.

(1) Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the Plat.

(2) In addition, the Developer shall have, and does hereby reserve, the right to locate, erect, construct, maintain and use, or authorize the location, erection, construction, maintenance and use of drains, pipelines, sanitary and storm sewers, gas and water mains and lines, electric and telephone lines and other utilities, and to give or grant rights-of-way or easements and rights-of-way shown on the Plat of the District or any Common Area. All utility easements and rights-of-way shall inure to the benefit of all utility companies for purposes of installing, maintaining or moving any utility lines or services and shall inure to the benefit of the Developer, all Owners in the District and the Association as a cross easement for utility line service maintenance.

(3) The Developer hereby reserves for itself, its successors and assigns and the Association and its successors and assigns an easement over and through all unimproved portions of each Lot in the District for the purpose of performing the duties of the Association and maintaining any Common Area.

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Section 18. Duration of Restrictions. These Restrictions shall continue and be binding upon the Developer, and upon its successors and assigns, until January 1, 2015, and shall automatically be continued thereafter for successive periods of five (5) years each; provided, however, that the Owners of more than sixty percent (60%) of the lots may release all of the land within the District from any one or more of these Restrictions, on January 1, 2015, or at the end of any successive five (5) year period thereafter, by executing and acknowledging an appropriate agreement or agreements in writing for such purpose and filing the same for record in the office of the Register of Deeds of Jackson County, Missouri, prior to January 1, 2015, or at least ten (10) days prior to the expiration of any successive five (5) year period after January 1, 2015.

Section 19. Homes Association Membership. Each Owner is a member in the Association and is to participate in the conduct and operation of the Association.

Section 20. Common Area Maintenance.

(1) All Common Areas in the District and such improvements placed in the public right-of-ways such as grass, landscaping, fences, plant materials, trees, monument signs and walls shall be maintained by the Developer until the Association is formed. After the formation of the Association, the Association shall maintain the Common Areas, including, but not limited to the mowing, planting, trimming, and landscaping of Common Areas. Any Common Area not dedicated to the public shall be deeded by the Developer to the Association which shall, in addition to being responsible for maintenance, pay all ad valorem and other taxes or assessment levied against the Common Areas. Upon the failure of the Association to properly maintain the Common Area, the Developer or the City of Lee's Summit may do the necessary maintenance work and assess the Association and/or each Owner for the reasonable expenses of such work. Developer or the City of Lee's Summit, Missouri, may also bring an action in any court of competent jurisdiction requiring such maintenance to be done. The above-named parties, or any Owner, shall have the right to obtain from any court of competent jurisdiction an injunction, mandatory or otherwise, to prevent a breach, or to enforce the keeping of any of said restrictions and may bring any other proper legal action.

(2) After the formation of the Association, Developer shall have the right, at its option, to transfer and assign all of the rights of obligations of interpretation, approval and enforcement of the provisions of these Restrictions to the Association.

(3) Invalidity of any one of these covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

Section 21. Covenants Running With the Land: Right to Enforce. These restrictions shall run with the land and bind the present Owners, their heirs, successors and assigns, and all parties claiming by, through or under any Owner and shall be taken to hold, agree and covenant with the Owners of the Lots, and with their heirs, successors and assigns, and with each of them to conform to and observe these Restrictions, as to the use of the Lots and the constructions of improvements thereon. These Restrictions shall not be personally binding on any corporation, person or persons, except in respect of breaches committed during its, his or their period of ownership of any Lot or Lots. The Developer, its successors and assigns, and also the Owner

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or Owners of any of the Lots shall have the right to sue for and obtain an injunction, prohibitive or mandatory, to prevent the breach of, or to enforce the observance of, these Restrictions, in addition to ordinary legal action for damages, and failure of the Developer, its successors or assigns, or of any Owner or Owners of any Lot or Lots to enforce any of these Restrictions at the time of its violation shall not be deemed to be a waiver of the right to do so thereafter. The Developer, may, by appropriate agreement made expressly for that purpose, or by means of express words to that effect, contained in a deed to any Lots, assign or convey to any person or corporation all of the rights, reservations and privileges herein reserved by it in respect to all or any part of the Lots, and upon such assignment or conveyance being made, its assignees or grantees may at their option exercise, transfer or assign these rights, or any one or more of them, at any time or times, in the same way and manner as though directly reserved by them, in this instrument.

Section 22. Addition of Other Land. The Developer shall have, and expressly reserves, the right from time to time to add such other land as it may now own or hereafter acquire, to the operation of the provisions of these Restrictions, by executing and acknowledging any appropriate agreement or agreements for that purpose and filing the same for record in the office of the Register of Deeds of Jackson County, Missouri. When any other land is so subjected to the provisions hereof, whether the same consists of one or more tracts or whether said additions shall be made at one or more times, said land so added shall be subject to all of the terms and provisions hereof, in the same manner and with like effect as though the same had been originally described herein and subjected to these Restrictions.

Section 23. Maintenance of Lot. Each Owner agrees by acceptance of a deed to any Lot or Lots to maintain each Lot and all improvements thereon including, without limitation, the cutting, trimming of all lawn areas and necessary care and maintenance of all plantings upon the Lot.

Section 24. Severability. Invalidity of any of the provisions of these Restrictions, or any part thereof, by any order, judgment or decree of any court, or otherwise shall not invalidate or affect any of the other provisions, or any part thereof, but they shall remain in full force and effect.

IN WITNESS WHEREOF, SOUTHLAND DEVELOPER'S, L.L.C., has caused these presents to be executed by its respective Manager this 1st day of November 1995.

SOUTHLAND DEVELOPER'S, L.L.C.,
a Missouri limited liability company

By: Woodstone, Inc., a Kansas corporation
Its Managing Member

By: Paul J. Robben
Paul J. Robben, President

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STATE OF Kansas)
COUNTY OF Johnson) ss

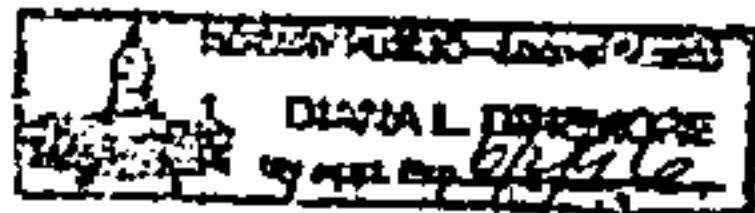
BE IT REMEMBERED that on this 1st day of November, before me, a Notary Public in and for said county and state, personally appeared PAUL J. ROBBEN, President of Woodstone, Inc., the Managing Member of SOUTHLAND DEVELOPER'S, L.L.C., a Missouri limited liability company, who is personally known to me to be the same person who executed the above and foregoing instrument in writing, and acknowledged the execution of the same as his free act and deed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

Deane L. Johnson
Notary Public

My Appointment Expires:

6/2/96



STATE OF KANSAS
COUNTY OF JACKSON
I CERTIFY INSTRUMENT RECEIVED
1995 NOV 20 P 2:10.0
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RECORDED BOOK
DIRECTOR OF RECORDS

3.00
3.00
4.00
38.00
48.00
D. L. Lutz