

(14)

98-1 26317

I95-1320

I3177P 329

STATE OF MISSOURI
COUNTY OF JACKSON SS
I CERTIFY INSTRUMENT RECEIVED

1998 APR 15 P 3:42.0

I3177P 329
RECORDED BY
DIRECTOR OF RECORDS

**PROTECTIVE COVENANTS
MIXED USE DEVELOPMENT**

300
300
400
500
600
2000

THIS DECLARATION, made this 20th day of September, 1996, by
LAKEWOOD DEVELOPMENT, L.P. (Declarant).

ARTICLE I.

RECITALS

1.01 Declarant is the owner of certain real property in the County of Jackson, State of Missouri, described in Exhibit A attached hereto and by reference made a part hereof (hereinafter the "Property").

1.02 In order to help assure the development of the Property in conformity with Declarant's general plan (the "Development Plan") for the improvement and development of the Property, Declarant desires to subject the Property to certain conditions, covenants and restrictions, as herein set forth, upon and subject to which all of the Property shall be held, improved and conveyed.

ARTICLE II.

GENERAL PROVISIONS

2.01 Establishment of Covenants

Declarant hereby declares that the Property shall hereafter be held, transferred, sold, leased, conveyed and occupied subject to the covenants herein set forth, each and all of which is and are for, and shall inure to the benefit of each Occupant of, and pass with each and every parcel of, the Property and shall apply to and bind the heirs, assignees and successors in interest to any owner of any part of the Property.

2.02 Purpose of Covenants

The purpose of these covenants is to insure reasonable development, improvement and use of the Property in conformance with the Development Plan which has been prepared in accordance with the zoning ordinances of the City of Lee's Summit ("City"). The general purpose of this Declaration is to insure that the Property will be developed, improved and used in such a manner that:

(a) Attractive and permanent improvements located within the Property herein described will provide an appealing appearance and function;

(b) Owners and Occupants will be protected against such use of neighboring land within the Property which might not be in conformance with the Development Plan.

The specific purpose of this Declaration is to provide a means for creating, maintaining, controlling and preserving the Property as a good commercial development. To this end, it is Declarant's intention that each Grantee shall be bound to carry out and enforce the spirit, as well as the letter of this Declaration.

2.03 Additional Property - Annexation

Declarant may from time to time cause separate and additional declarations and agreements to be filed subjecting adjacent properties to restrictions similar to or different from those imposed upon the Property by this Declaration as prescribed in paragraph 8.05 of this Declaration. Declarant may also amend this Declaration to which such adjacent properties to the scheme and effect of this Declaration.

2.04 Definitions

(a) Site - "Site" shall mean a lot, or portion thereof, under one ownership, on which Improvements are approved to be, or have been constructed,

(b) Improvements - "Improvements" shall mean and include, but not be limited to, buildings, outbuildings, roads, driveways, parking areas, fences, screening walls, retaining walls, loading areas and facilities, signs, utilities, lawns, hedges, mass plantings, landscaping, water lines, sewers, electrical and gas distribution facilities, and all structures of any type or kind, the construction and use of which has been approved in writing by the Declarant. Detailed site, utility, landscaping and construction plans shall be submitted by each Grantee and approved in writing by the Declarant in accordance with Declarant's development guidelines.

(c) Declarant - "Declarant" shall mean the undersigned, its successors and assigns.

(d) Grantee - "Grantee" shall mean those parties acquiring an interest in the Property as Owner, Lessee, Occupant, Tenant, Lender, or their heirs, successors or assigns.

(e) Occupant - Other parties owning, holding or occupying sites in the Property.

(f) Owner - An owner of any portion of the Property.

(g) Plat - Any plat, administrative filing, lot split or survey filed or recorded with respect to the Property.

(h) Property shall mean certain real property in the City of Lee's Summit, State of Missouri, described in Exhibit A attached hereto and by reference made a part hereof, and is synonymous with the above-defined term "Property".

ARTICLE III.

REGULATION OF USES AND OPERATIONS

3.01 Proscribed Uses

Any operation or uses which cannot or do not meet the following standards are prohibited:

- (a) Any use which has not been approved in writing by Declarant.
- (b) No use, and no construction with respect thereto, shall be commenced unless plans and specifications (including a description of any proposed use) therefor shall have been submitted to and approved in writing by the Declarant.
- (c) Noxious or offensive activities in violation of the ordinances of the City.
- (d) Activities which have the effect of increasing the fire insurance rating as determined by the applicable rating and fire prevention bureau of the State of Missouri for adjoining or adjacent building sites; activities which shall be illegal; activities which shall be in contravention of duly published and validated ordinances relating to health and safety.

3.02 Subdivision

The Property shall not be subdivided without prior written consent of Declarant.

3.03 Agreement Not to Apply for Rezoning

Each Grantee, by acquiring his interest in the Property, agrees that he will not bring any action or suit, to change the zoning of any portion of the Property, except with the written approval of the Declarant, its successors or assigns. No owner of any portion of the Property shall object to, or otherwise support any opposition to, any request for rezoning of any other portion of the Property, unless such request rezoning has been approved in writing by the Declarant. All Grantees hereby acknowledge that they accept the Property with the understanding that various portions of the Property will be utilized for retail, residential and commercial purposes as generally described in the Development Plan, and including, but not limited to, businesses involving the sale and consumption of

liquor. By taking title to any portion of the Property, each Grantee specifically consents to such use of any other portion of the Property.

3.04 The Declarant shall have the right to rezone and obtain special use permits for certain uses required on the land. Each Grantee shall not object to such action and shall evidence its support thereof when requested by Declarant.

3.05 Maintenance of Site

Each Grantee shall at all times keep its Improvements and appurtenances in a safe, clean, wholesome condition and comply in all respects with all government, health, fire and police requirements and regulations, and shall remove at its own expense any rubbish of any character whatsoever which may accumulate on its site, and shall not allow any material to be stored on the site which may be hazardous to the property of occupants or Declarant, and shall not store or dispose any waste below the surface of the ground without first gaining the written consent of the Declarant. If Grantee fails to comply with any or all of the aforesaid specifications and/or requirements, then and only then, the Declarant shall have the right, privilege and license to enter upon the premises and make any and all corrections or improvements that may be necessary to meet such standards, all at such Grantee's sole cost and expense.

3.06 Easements

The Declarant does hereby grant and convey to the City, and to its designees, their successors and assigns, the perpetual right and easement to utilize the easement area reserved or granted by the Declarant for construction, operation and maintenance of underground electric and communication cables, service connection cubicles, transformer vault, wires, stubs, roads, water mains, sewer mains, natural gas mains and other fixtures under and upon the designated easement area. The "easement area" shall mean that portion of the Property described within an easement on any Plat and from time to time by recorded instrument, reserved for the easement purposes set forth in such instrument. Declarant reserves for itself and its agents, successors and assigns, the right at all times to enter upon all parts of the easement areas or any Site within the Property for any of the purposes for which said easements or right-of-ways are reserved. The Declarant may convey an easement area to the public authority or utility company or if such conveyance is required by the public authority or utility company as a prerequisite to installing the utility facility within the easement area or where such conveyance is required by the public authority or utility company as a prerequisite to accepting ownership of the utility facility for operation and maintenance. Each Grantee shall grant such easements across its site as may be required or requested by either the City or the Declarant in order to provide easements for the purposes hereinabove stated in order to facility the development of the Property pursuant to Declarant's Development Plan.

ARTICLE IV.

REGULATION OF IMPROVEMENTS

4.01 Minimum Setback Lines and Standards are to be in accordance with the city requirements, the Development Plan and as shown on any plat of any portion of the Property.

4.02 Completion of Construction

Once the use and the plans and specifications have been approved in writing by the Declarant, construction pursuant thereto shall promptly commence and shall be diligently prosecuted through to completion. After construction of the Improvements, the Grantee shall diligently prosecute the work thereon, to the end that the Improvements shall not remain in partly finished condition any longer than reasonably necessary for completion thereof. The Grantee shall at all times keep public and private streets contiguous to said Site or lot free from any dirt, mud, garbage, trash or other debris which might be occasioned by construction of Improvements. In no event shall commencement of the construction of the Improvements be commenced later than six (6) months from the date of the written approval unless Declarant shall extend the time in writing.

4.03 Excavation

No clearing or excavation shall be made except in connection with construction of an Improvement, and upon completion thereof exposed openings shall be backfilled and distributed ground shall be graded and leveled.

4.04 Landscaping

(a) Every Site on which a building shall have been placed shall be landscaped according to plans therefor approved as specified herein and maintained thereafter in a sightly and well-kept condition.

(b) The Grantee or Occupant of any Site shall landscape and maintain all areas between the property lines and the building. The area between paved streets and the building setback lines shall be used exclusively for landscaping except for walks and driveways bisecting the required landscape area.

(c) Landscaping as approved by Declarant shall be installed within ninety (90) days of occupancy or completion of the Improvements, whichever occurs first.

(d) The Grantee shall at all times keep the landscaping in good order and condition. Should the Grantee fail to remedy any deficiency in the maintenance of the landscaping within thirty (30) days after proper notification, Declarant

hereby expressly reserves the right, privilege, and license to make any and all corrections or improvements in landscape maintenance at the expense of the Grantee.

(e) No trees standing at the time Grantee acquires any Site may be cut down or otherwise removed without written approval of Declarant.

4.05 Signs

(a) Plans and specifications for the construction, installation or alteration of all outdoor signs including traffic or directional signs shall be first submitted to and have the written approval of Declarant.

(b) Approval will not be gained by Grantee for signs with moving or flashing letters or images, nor any sign with changing colors, nor any billboard sign, without approval by the City and the Declarant.

(c) Temporary signage will be permitted under the following circumstances:

1. During construction of structures or improvements, two job signs are permitted (one for the Declarant, and one for the Grantee and others). Such signs shall be no larger than City code permits and shall not be electric. Such signage will be removed upon completion of construction or occupancy and/or use of the improvement, whichever occurs first.

2. Temporary signage shall be permitted during attempts to sell, lease or sublease structure owned by Grantee. One sign, no larger than City's Code, will be permitted.

(d) No streamers will be permitted except with written consent by Declarant for temporary use as part of special events.

(e) Signage characterized by a permanent base frame suitable for the attachment of wheels for transport, having changeable lettering, electrical or not, and which are intended for temporary use will not be permitted.

4.06 Parking Areas

(a) Adequate offstreet parking shall be provided to accommodate all parking needs for employees, visitor and Grantee vehicles on the Site. If parking requirements increase as a result of a change in use or number of employees, additional offstreet parking shall be provided to satisfy the intent of these

provisions. Parking areas shall be landscaped and approved in writing by the Declarant.

(b) All driveways and parking areas shall be curbed and have a dust-free surface of asphalt, or concrete.

4.07 Storage and Loading Areas

(a) Unless specifically approved by Declarant in writing, no materials, supplies or equipment, including but not limited to trash and garbage receptacles, shall be stored in any area on a site except inside a closed building, or behind a visual barrier thereby screening such areas from view of adjoining properties and/or a street.

(b) Loading docks shall be located on the side, rear yards or as approved by the Declarant.

4.08 Building Regulations

Any building erected on a site shall conform to the following construction practices:

(a) All construction activities and the Improvements shall be in strict conformance with the plans approved by Declarant.

(b) The ratio of building coverage to the total site area will be subject to the approval of Declarant.

Without limiting the generality of any of the foregoing, the following use restrictions shall be maintained and enforced with respect to the Property:

(a) Temporary Improvements - No temporary buildings or other Improvements of a temporary nature, including trailers, basements or incomplete buildings shall be permitted on the Property. Temporary Improvements used solely in connection with the construction of permanent approved Improvements may be permitted provided they are removed immediately after completion of such construction.

(b) Antennas and Satellite Dishes - No antenna, satellite dish or broadcast equipment for transmission or reception of television signals or any other form of electromagnetic radiation shall be erected, used or maintained on the Property outside any building whether attached to an Improvement or otherwise, without the prior approval of the Declarant, unless this restriction is preempted by applicable State, Federal or local law or ordinance.

(c) **Utility Service** - Except as may be approved in writing by the Declarant, no lines, wires, or other devices for the communication or transmission of electric current or power, including telephone, television and radio signals, shall be constructed, placed or maintained anywhere in or upon the Property unless the same shall be contained in conduits or cables constructed, placed and maintained underground or concealed in, under or on buildings or other approved improvements, provided electrical transformers may be permitted if properly screened and approved by the Declarant. Nothing herein shall be deemed to forbid the erection and use of temporary power or telephone services incident to the construction of approved improvements. All utility services shall be connected to utility providers serving the Property. No on-site water wells will be permitted. No on-site septic systems will be permitted except as may be required for pre-treatment of wastewater as prescribed by the City. Notwithstanding the foregoing, the Property is and will continue to be serviced by above ground utility lines and poles which have been placed by the utility providers serving the Property and will remain above ground until such utility providers elect, at their expense, to place below ground such above ground utility services.

(d) **Service Screening, Storage Areas - Garbage and refuse containers** shall be concealed and contained within buildings, or shall be concealed by means of a screening wall of material similar to and compatible with that of the building or as approved by Declarant. These elements shall be integral with the concept of the building plan, be designed so as not to attract attention, and shall be located in the most inconspicuous manner possible. Unless specifically approved by the Declarant in writing, no materials, supplies or equipment shall be stored on the Property except inside a closed building, or behind a visual barrier thereby screening such areas so that they are not visible from neighboring sites, streets or property.

(e) **Streets, Drives, Curbs and Walks** - Streets, drives, curbs and walks shall be constructed or altered in accordance with plans and specifications submitted to and approved in writing by the Declarant and in conformance with the City's standards.

(f) **Storage Tanks** - No storage tanks, including but not limited to those used for storage of water or propane gas, shall be permitted on the Property unless approved by the Declarant in writing.

(g) **Mail Boxes** - No mail boxes shall be permitted on the Property except as approved by the Declarant in writing.

(h) **Air Conditioning Equipment** - Approval of air conditioning equipment which is visible on the exterior of any improvement shall be based upon adequacy of screening and landscaping of such equipment. Approval must be obtained by the Declarant in writing.

(i) Exterior Materials and Colors - Finish building materials shall be applied to all sides of a building which are visible to the general public, as well as from neighboring sites, property and streets. Colors shall be harmonious and compatible with colors of the natural surroundings and other adjacent buildings. The Declarant shall have the sole right to approve or disapprove materials and colors so controlled.

(j) Structural Materials - While it is not the purpose of this Covenant to dictate or specify building materials and structural standards, the importance of material strength and permanency in their proportional relationship to the central aesthetic character shall be recognized and the principal of structural strength and permanency shall dominate the structural materials and components. This principal shall not be construed to prevent the use of material innovation nor progressive structural design; however, it shall recognize the strength of stone as compared to the frailty of paper mache, the permanency of brick as compared to constant maintenance of wood veneer, the strength of concrete and steel as compared to the frailty of light sheet metal, etc.

(k) Repair of Buildings - No building or other improvement shall be permitted to fall into disrepair and each improvement shall at all times be kept in good condition and repair and adequately painted or otherwise finished in accordance with specifications established by the Declarant. Grantee hereby grants to Declarant the right to make any necessary alterations, repairs or maintenance approved by the Declarant to carry out the intent of this provision and Grantee further agrees to reimburse Declarant for any expenses actually incurred in carrying out the foregoing if Grantee fails to do so himself within a reasonable period of time.

ARTICLE V.

APPROVAL OF PLANS

5.01 Submittal of Plans Prerequisite to Construction

Before commencing any construction or alteration of, or addition to, any Improvements, including any buildings, enclosures, fences, loading docks, parking facilities, storage yards, or any other structures or permanent Improvements, or landscaping, on or to any site, Grantee shall first submit plans and specifications describing all Improvements and the uses thereof to the Declarant for its review and for its written approval, as hereinafter provided.

5.02 Contents of Plans, Generally

No Improvement shall be erected, placed, altered, maintained or permitted on any Site or lot until plans and specifications showing plot layout and all exterior elevations,

with materials and colors therefore and structural design, signs and landscaping, shall have been submitted to and approved in writing by Declarant.

Such plans and specifications shall be submitted in writing over the signature of the Grantee or his authorized agent.

5.03 Basis of Approval of Plans

Approval shall be based, among other things, on adequacy of Site dimensions; storm drainage considerations, conformity and harmony of external design with neighboring structures, improvements, operations and uses; relation of topography, grade and finished ground elevation of the Site being improved to that of neighboring sites; proper facing of main elevation with respect to nearby streets; and conformity of the plans and specifications to the purpose and general plan and intention of these covenants and the Development Plan. The Declarant shall not arbitrarily or unreasonably withhold its approval of such plans and specifications and uses.

5.04 Review Period

If Declarant fails either to approve or disapprove such plans and specifications within thirty (30) days after the same have been submitted in writing to it, it shall be conclusively presumed that the Declarant has approved said plans and specifications, subject, however, to the covenants contained in Article III hereof.

5.05 Declarant Not Liable For Damages In Review Process

Neither Declarant nor its successors or assigns shall be liable in damages to anyone submitting plans to them for approval, or to any owner or lessee of land affected by this Declaration, by reason of mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve any such plans. Every person who submits plans to Declarant for approval agrees, by submission of such plans, and every Grantee of any of said property agrees, by acquiring title thereto or interest therein, that he will not bring any action, proceeding or suit against Declarant to recover any such damages.

5.06 Declarant and Grantee recognize that the zoning regulations and the building codes adopted and amended by the City are the minimum standards for development sites within the Property and construction of improvements upon any site in the Property. These covenants do not relieve Grantee from any obligation imposed by any statute, order, ordinance, regulation or directive of any government with jurisdiction. Where covenants and local standards conflict, the more restrictive shall apply.

5.07 If any Improvement shall be erected, place, maintained or altered upon any site or should any new use be commenced on any site, otherwise than in strict accordance with plans and specifications approved by the Declarant pursuant to this

Declaration, such erection, placement, maintenance or alteration shall be deemed to have been undertaken in violation of this Declaration and without the approval required herein. Declarant shall have the right to see all remedies, whether at law or in equity, including, but not limited to, the remedy of injunctive relief and obtaining a monetary judgment for all costs, expenses, including reasonable attorneys' fees and damages.

ARTICLE VI.

ENFORCEMENT

6.01 Declaration for Mutual Benefit of All Sites

All restrictions, conditions, covenants and agreements contained herein are made for the direct, mutual and reciprocal benefit of each and every Site; shall create mutual, equitable servitudes upon each Site in favor of every other Site; shall create reciprocal rights and obligations between the respective Grantees of all Sites and privity of contract and estate between all Grantees of said Sites, their heirs, successors and assigns; and shall as to the Grantee of each site, his heirs, successors and assigns, operate as covenants running with the land, for the benefit of all of the Property.

6.02 Right of Action

In the event of a violation or breach of any of the covenants herein, the Declarant or its designated successor or assigns shall give written notice to the Grantee setting forth in reasonable detail, the nature of such violation or breach and the specific action or actions which shall be taken by the Grantee or Occupant to remedy such violation or breach. If reasonable steps are not taken to properly remedy such violation or breach within the time limit specified in the notice, then the Declarant may pursue its right of action. The term "right of action" is used herein, shall mean the right to enter at all reasonable times upon any of the Property as to which a violation, breach or other condition to be remedied exists, and take the action specified in the notice to abate, extinguish, remove or repair such violation, breach or other condition which may exist thereon contrary to the provisions hereof. Such entry or action, or both, shall not be deemed to be a trespass or wrongful act solely by reason of such entry and such action, provided such entry and such actions are carried out in accordance with the provisions of this section. All costs and expenses including reasonable attorneys' fees incurred and enforcing such right of action shall be a binding personal obligation of such Grantee enforceable at law as well as a lien on Grantee's Property enforceable pursuant to the terms hereof. The lien provided under this section shall not be valid against a bona fide purchaser of the Property in question unless a notice of such lien shall have been filed in the appropriate office of the Recorder of Deeds prior to the recordation of the Deed in said office conveying the Property in question to such purchaser. The "right of action" shall also mean and encompass the right to pursue all remedies herein specified together with all remedies at law or in equity.

6.03 Specific Performance

It may be impossible to measure in money damages the damage which will accrue to a beneficiary of these covenants by reason of a violation of or failure to perform any of the obligations provided by, this declaration. Therefore, any beneficiary hereof shall be entitled to relief by way of injunction or specific performance.

6.04 Enforcement of Liens

The Declarant or its successors or assigns shall have the lien for any sums expended by it and the enforcement of this declaration shall have the lien for the cost of exercising any right of action. The amount which may be recovered shall include the sums expended together with the cost of the enforcement proceedings, including reasonable attorneys' fees and interest. Suits to recover a money judgment for such unpaid sums shall be maintainable without foreclosing or waiving the lien provided for herein.

If any demand for payment or claim of sums due is not paid when due as provided herein, the Declarant or its authorized representative may thereafter elect to file and record a claim of lien on its behalf against the property of the defaulting Grantee in the appropriate office of the Recorder of Deeds.

Any such lien may be foreclosed by appropriate action at law or in the manner provided by law for foreclosure of mortgages or sale by a judgment creditor or in any other matter permitted by the laws of Missouri.

Each grantee does hereby waive to the extent legally possible, all defenses to any liens created pursuant to this Declaration, whether such liens are now in existence or are created at any time in the future, and the benefit of any exemption laws of the State of Missouri now in effect, or in effect from time to time hereafter.

6.05 Attorneys' Fees

In any legal or equitable proceeding for the enforcement or to restrain the violation of this Declaration or any provision hereof, the losing party or parties, except Declarant, shall pay the attorneys' fees of the prevailing party or parties, in such amount as may be fixed by the Court in such proceedings. All remedies provided herein or at law or in equity shall be cumulative and not exclusive.

6.06 Inspection

Declarant may from time to time at any reasonable hour or hours, enter and inspect any property subject to these restrictions to ascertain compliance therewith.

6.07 Failure to Enforce Not a Waiver of Rights

The failure of Declarant to enforce any covenant herein contained shall in no event be deemed to be a waiver of the right to do so thereafter nor of the right to enforce any other restriction.

ARTICLE VII.

TERM MODIFICATIONAND ASSIGNMENTS OF DECLARANT'S RIGHTS AND DUTIES

7.01 Term

This Declaration, every provision hereof and every covenant, condition and restriction contained herein shall continue in full force and effect for a period of twenty (20) years from the date hereof and unless sooner terminated by written agreement of all of the owners of the Property, the Declaration shall be automatically renewed for successive periods of ten (10) years unless, prior to the commencement of any such renewal period, an instrument terminating this Declaration and the Restrictions contained herein shall be executed by the Declarant or by the owners of seventy-five (75) percent of the lots within the Property and recorded in the appropriate office of Recorder of Deeds for Jackson County, Missouri.

7.02 Modification

This Declaration, or any provision hereof, or any covenant, condition or restriction contained herein, may be extended, modified or amended, as to the whole of said property or any portion thereof, with the written consent of the Declarant.

For so long as the Declarant owns any of the Property, including Property which may be encumbered in the future by this Declaration, the Declarant has the right to amend and modify this Declaration in any respect or change it in whole or in part in order to, among other things, correct deficiencies as Declarant may determine.

7.03 Miscellaneous

(a) The determination by a court that any provision hereof is invalid for any reason shall not effect the validity of any other provision hereof.

(b) Any act of omission or by any provision of this Declaration as violated in whole or in part is hereby declared to be a nuisance may be enjoined or abated, whether or not the relief is sought for negative or affirmative action, by the Declarant.

(c) Any violation of any federal, state, municipal or local law, ordinance or regulation pertaining to the ownership, occupation or use of any of the Property is hereby declared to be a violation of this Declaration subject to any and all of the enforcement procedures set forth herein.

(d) Neither the Declarant nor any successors shall be personally liable to any owner, Grantee or any other party for damage, loss or prejudice suffered or claimed on account of any act, omission, error, failure to act, negligence of the developer or any of its agents, employees or representatives. Declarant shall not be liable to any person or entity for any damage, loss or prejudice suffered by or claimed on the account of the approval or disapproval of any plans, drawings or specifications, whether or not defective; the construction or performance of any work upon any of the Property; the execution and filing of any estoppel certificate; or any other act, action or conduct.

(e) The Declarant may, at its option, assign any or all of its rights under this Declaration.

(f) The determination by a court that any provision hereof is invalid for any reason shall not affect the validity of any other provision hereof, and to the extent that any term, covenant or condition contained in this Declaration is in conflict with any applicable laws, this Declaration shall be deemed to be amended so as to comply with applicable laws.

(g) Any violation of any federal, state, a municipal or local law, ordinance or regulation pertaining to the ownership, occupation or use of any of the Property is hereby declared to be a violation of this Declaration and subject to any and all of the enforcement procedures set forth herein.

IN WITNESS WHEREOF, the undersigned has hereunto set its hand as of the day and year first above written.

LAKWOOD DEVELOPMENT, L.P.

By: Four Bar Company, General Partner

By: W. Dean Goodman
W. Dean Goodman
Its: PRESIDENT

STATE OF Missouri)
COUNTY OF Jackson) ss.

13177P 343

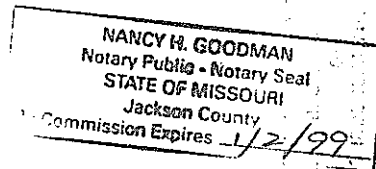
On this 20th day of September 1996, before me personally appeared W. Dean Goodman to me personally known, who being by me duly sworn did say that he/she is the President of Four Bar Company, General Partner of Lakewood Development, L.P., a Missouri limited partnership, and that said instrument was signed in behalf of said partnership and acknowledged to me that he/she executed the same as the free act and deed of said partnership.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

Nancy H. Goodman
NOTARY PUBLIC

My Commission Expires: _____

[SEAL]



13177P 344

"EXHIBIT A"

LOTS 2 AND 3, EXECUTIVE LAKES CENTER, a subdivision in Lee's Summit, Jackson County, Missouri, according to the recorded plat thereof.

COPIED FROM
ORIGINAL
FILED IN
13177P 344