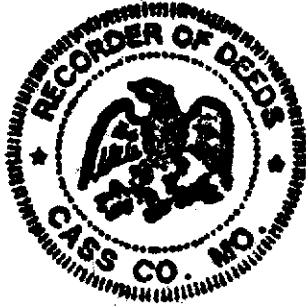


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CASS COUNTY, MISSOURI



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Title of Document: Eagles Crest Declaration of Covenants, Conditions, Restrictions and Dedication of Easements

Date of Document: January 5, 2007

Grantor: Blake Development, L.L.C. (Declarant)

Grantee: Blake Development, L.L.C.

Grantee's Address: 502 West Markey Road
Belton, MO 64012

Legal Description of Real Estate:

Exhibit A, Page 21

After Recording Please Return to:

Jessica Rutland, Paralegal
Shughart Thomson & Kilroy, P.C.
120 West 12th Street, Suite 1600
Kansas City, MO 64105

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EAGLES CREST DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND DEDICATION OF EASEMENTS

THIS DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND DEDICATION OF EASEMENTS (herein this "Declaration") is made this 5th day of JANUARY, 2007 ~~2006~~ by Blake Development, L.L.C., a Missouri limited liability company, hereinafter referred to as the "Declarant."

WHEREAS, Declarant is the owner of the real property described in Exhibit A and attached hereto and incorporated herein by reference, such real property referred to hereafter as "Eagles Crest."

WHEREAS, Declarant desires to establish "Eagles Crest" as a residential development to be comprised of four-plexes (collectively and individually sometimes called "Lots," "townhome property" and/or "townhome units"), pursuant to the requirements of the City of Belton, Missouri, which shall consist of townhomes and related common facilities; and

WHEREAS, Declarant desires to subject all of Eagles Crest to the covenants, conditions, restrictions, easements, assessments, charges, and liens, as hereinafter set forth, which shall be deemed to run with the land and shall be for the benefit of and enhance the desirability of Eagles Crest, and shall bind the Declarant and all others acquiring or owning any interest therein, and their respective grantees, successors, heirs, administrators and assigns.

NOW, THEREFORE, Declarant hereby makes this Declaration on the terms and conditions set forth hereinbelow.

ARTICLE ONE DEFINITIONS

The following words, when used in this Declaration or any supplemental declarations shall have the following meanings:

- I. "Area of Common Responsibility" means the Common Area, together with other areas, if any, within or upon a Lot or Townhome Unit, the maintenance, repair or replacement of which is the responsibility of the Association pursuant of the terms of this Declaration or as determined by the Board. Without limiting the generality of the foregoing sentence, Area of Common Responsibility shall include those areas set forth in subparagraphs II (A) (1) and (2) of Article Seven hereof.
- II. "Association" means the The Eagles Crest Townhomes Association, Inc. a non-profit corporation formed, or to be formed, by Declarant pursuant to the Nonprofit Corporation Law of the State of Missouri, and its successors and assigns, created to manage and govern the Common Area and Area of Common Responsibility, whether acting through its Board, its Officers, or its Members.

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III. "Board" means the elected board of directors of the Association having its normal meaning under Missouri law applicable to non-profit corporations.

IV. "Builder" means any person or entity, which purchases a portion of the Townhome Property from the Declarant with the right or subject to the obligation to construct one or more Townhome Units thereon. Declarant shall be deemed a Builder with respect to any Lot upon which Declarant undertakes construction of Townhome Unit.

V. "Common Area" means all real, personal, tangible, and intangible property now or hereafter owned by the Association, and/or in common by the Owners, for their common use and enjoyment, and all portions of the Townhomes Property other than the Townhome Units, and such area shall include, but not be limited to, Lot 9, located in the Phase 1 Development and Tracts A and B located in the Phase 2 Development, both of which are depicted on Eagles Crest 1st and 2nd Plat, prepared by Engineering Solutions, recorded July 7, 2006 as Document No. 362507 in Cass County Recorder of Deeds Office.

VI. "Declarant" means Blake Development, L.L.C., a Missouri limited liability company, its successors and assigns.

VII. "Lot" means any separately numbered tract of the Townhome Property shown on the recorded Plat, or, after a Townhome Unit has been built thereon, any separately numbered tract upon a Certificate of Survey that has been recorded, whereby each separate Townhome Unit will represent a separate tract of the Townhome Property, and each such Townhome Unit shall have a separate legal description, as determined by the approved and recorded Certificate of Survey, such as, by way of example only, "Unit A, Lot 110, Eagles Crest, a subdivision in Belton, Cass County, Missouri, according to the recorded Certificate of Survey.").

VIII. "Member" means each Owner entitled to Membership in the Association and the Declarant.

IX. "Owner" means the record owner, other than a Builder or the Declarant, so long as the Declarant retains Class B membership, whether one or more persons or entities, of the fee simple title to a Lot. The term "Owner" shall not mean any mortgagee unless and until such mortgagee has acquired fee simple title to such Lot pursuant to foreclosure or a proceeding in lieu of foreclosure.

X. "Townhome Property" means the real property, including any improvements now or hereafter constructed thereon, subjected to this Declaration. Initially, the Townhome Property shall consist of that property described in Exhibit A attached hereto and incorporated herein by reference. After the Plat for the Eagles Crest is approved and recorded (the "Plat"), the legal description of the Townhome Property shall be as described in and on the Plat.

XI. "Townhome Unit" means one single family residential Townhome Unit, which may be a detached single family residential structure, or which may be joined together with at least one (1) additional (but not more than three (3)) single family residential Townhome Unit(s) by a common wall, walls, roof or foundation. The term Townhome Unit includes the land upon which said Townhome Unit is situated, but will not include any of the land beyond the foundation and walls of the structure, which will all be part of the Common Area.



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XII. "Annexation Property" means property annexed by the Declarant or by the Association/Members to become part of the Townhome Property and part of the Subdivision, pursuant to the provisions of ARTICLE TWELVE of the Declaration.

ARTICLE TWO ASSOCIATION MEMBERSHIP

I. Membership and Voting Rights in the Association. The Association shall have two classes of voting memberships, Class A and Class B, as follows:

A. Every Owner, except the Declarant so long as the Declarant retains Class B Membership, shall be a Class A Member of the Association. Class A membership shall be appurtenant to and may not be separated from Lot ownership. Class A Members shall be entitled to one vote for each Lot which they own; provided however, that when more than one person owns any Lot, all such persons shall be class A Members but shall be entitled to cast only one (1) vote for said Lot.

B. The Class B Member of the Association shall be the Declarant. Notwithstanding the foregoing provisions in subparagraph I. A., of this Article Two, the Class B Member shall maintain absolute and exclusive control over the Association and the Architectural Review Board, including appointment and removal of the President and all other Officers of the Association, all Directors of the Association Board and all members of the Architectural Review Board and all other committees of the Association, until all of the Townhome Units in Eagles Crest (as it exists from time to time) have been sold to third parties. Until such time, only Declarant will be entitled to cast any votes with respect to the election and removal of Association Officers or Directors or Members of the Architectural Review Board or any other Committees of the Association, or any other matters requiring the vote or approval of Association Members. The Declarant voluntarily may (but shall not be required to) at any time relinquish all or any part of the Declarant's control and rights under this subparagraph.

II. Termination/Surrender of Class B Membership. The Class B membership of Declarant shall terminate and the Class A membership shall acquire control of the Association as provided in subparagraph I. B., of this Article Two.

III. Association Articles, Bylaws; Rules; Management; Accounting; Records, Powers and Duties. In addition to the provisions of Missouri law governing nonprofit corporations, the Association Articles, Bylaws and Rules, as duly adopted and implemented by the Association, shall govern and control the affairs of the Association and the rights, powers and conduct of its Directors, Officers, Employees, Agents and Members, consistent with the provisions of law and this Declaration. The Association is empowered to adopt such Bylaws, Rules and procedures as it deems reasonable and appropriate to carry out its function, and its responsibilities under this Declaration. In addition, the Association may employ such Management, keep such Accounting and Records as the Association deems necessary, from time to time, and shall have such powers and perform such duties as are permitted and prescribed under law and this Declaration.

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ARTICLE THREE COMMON AREA AND FACILITIES

I. Ownership.

A. Each Owner is hereby granted and shall be deemed to own a fractional undivided interest in the Common Area, which shall be appurtenant to the Lot owned by such Owner. The undivided interest in the Common areas appurtenant to each Lot is hereby declared to be and established as a right and interest appurtenant and inseparable from said Lot; provided, however, that the Association shall hold record title to the Common Area property, for the convenience and benefit, and as the nominee, of the Owners. The rights, interests, duties, and obligations of each Owner with respect to any undivided interest in the Common Area shall be governed by this Declaration and any supplementary declaration filed of record by Declarant.

B. The undivided interest in the Common Area appurtenant to any Lot shall include an interest in any Common Area Property in existence at the time of conveyance and any common Area property coming into existence or subjected to this Declaration after the date of such conveyance. The Declarant shall own all the undivided interests in the Common Area not owned by Owners.

C. The real property and other taxes, fees, and assessments of any and all federal, state and local governmental agencies attributable to the fractional undivided interest in the Common Area appurtenant to each Lot shall be the ultimate responsibility of the Owner(s) thereof and not the Declarant or the Association, and all such taxes and fees attributable thereto shall be owed by such Owner, notwithstanding that the record title to the Common Area property may be held by the Association, and that such taxes and fees may be assessed against, billed to and paid by the Association on behalf of the Owners. The Association shall include any such taxes in the assessments of the Owners provided for under Article Six hereof.

D. The Association shall hold title to the Common Area subject to the following:

1. the reservation to Declarant of the right to grade, regrade and improve all streets, avenues, roads and courts as shown on the Plat, including the creation or extension of slopes, banks or excavation in connection with the construction of or improvement thereto;

2. the reservation to Declarant of the right to lay, install, construct and maintain, on, over, under or in those strips across land designated as an easement area, or on, over, under, or in any portion of any Common Area, pipes, drains, mains, conduits, lines, and other facilities for water, storm sewer, sanitary sewer, electric, telephone and other public utilities or quasi-public utilities deemed necessary or advisable to the provision of adequate service to the Common Area, together with the right and privilege of entering upon the Common Area for such purposes;

3. the reservation to Declarant of the right to enter upon the Common Area for the purpose of constructing or completing the construction of improvements to the Common Area and landscaping the Common Area;

4. the terms and provisions of this Declaration; and



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II. Enjoyment. Each Owner shall have a right and easement of ingress to, egress from and, use and enjoyment of the Common Area, which shall be appurtenant to, inseparable from and shall pass with the title to each Lot. Each Owner may use the Common Area, subject to reasonable limitations, rules and regulations adopted by the Association, and subject to the provisions of this Declaration, in accordance with the purposes for which they were intended, but without hindering or encroaching upon the lawful rights of other Owners.

III. Designation of Common Area. The Declarant (and the Association, after Declarant's control is terminated) is hereby granted the unilateral right to declare any part of the Townhome Property as Common Area, so long as such action does not conflict with the terms of this Declaration, pursuant to a supplementary declaration filed in the Office of the Recorder of Deeds for Cass County, Missouri.

ARTICLE FOUR COVENANTS RUNNING WITH THE LAND

Declarant hereby declares that the Townhome Property is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions, easements, assessments, charges and liens hereinafter set forth, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness thereof. These easements, covenants, restrictions, conditions easements, assessments, charges and liens shall run with the Townhome Property, shall be binding upon all parties having or acquiring any right, title or interest in the Townhome Property and shall inure to the benefit of each and every Owner thereof.

ARTICLE FIVE INSURANCE AND CONDEMNATION

I. Insurance. The Association shall obtain and maintain, to the extent reasonably available at a reasonable cost, the following insurance:

A. Casualty insurance naming the Association as insured for the benefit of the Owners in an amount equal to the full replacement value (i.e., one hundred percent (100%) of "replacement cost" exclusive of land), insuring the exterior and structural portions of the improvements located upon the Common Area, with an "agreed amount" endorsement (as determined annually by the Association with the assistance of the insurance company affording such coverage), such coverage to afford protection against at least the following:

1. Loss or damage by fire or other hazards covered by the standard extended coverage endorsement.

2. Such other risks as shall customarily be covered with respect to property similar in construction, location and use.

B. Public liability insurance, in such amounts and in such forms as may be considered appropriate by the Board, including but not limited to, water damage, legal liability, hired automobile, non-owned automobile, liability for property of others, and any and all other liability incident to the use of the Common Area, which policy shall contain a "severability of



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interest" endorsement which shall preclude the insurer from denying the claim of an Owner because of the negligent acts of the Association or Owner.

C. Worker's compensation insurance to the extent necessary to comply with any applicable law.

D. Fidelity insurance against dishonest acts on the part of directors, officers, managers, trustees, employees, or volunteers of the Association responsible for handling funds collected and held for the benefit of the Owners, naming the Association as insured.

E. Such other policies of insurance the Board deems necessary or desirable.

II. Owners' Insurance. Each Owner shall obtain and maintain casualty insurance, insuring the exterior and interior (and including the structure, foundation, and excavation) of such Owner's respective Townhome Unit against loss by fire, lightning, windstorm, or other casualty and extended coverage in an amount equal to a full replacement value (i.e. one hundred percent (100%) of replacement costs exclusive of land, foundation and excavation) with an "agreed amount" endorsement without deduction or allowance for depreciation, and the insurer shall waive any "increase of hazard" provision of its policy and any "apportionment of loss" provision of its policy in the event there is any other insurance insuring the same risk. All premiums for such insurance shall be paid by each Owner. All insurance policies shall be subject, to the extent available, to the following provisions:

A. All policies shall be written with a company or companies licensed to do business in the State of Missouri.

B. All policies shall provide that such policies may not be canceled or substantially modified, including cancellation for non-payment of premium, without at least thirty (30) days prior-written notice to the Owner and the Board of the Association. In the event that the Association receives any such cancellation notice, the Owner shall be bound to correct and cure all bases for cancellation, and/or replace the cancelled policy with another policy complying with these Declarations. In the event such Owner fails to do so within such thirty (30) day notice period, the Association, through its Board, is authorized to correct and cure the basis for cancellation, and/or obtain replacement coverage at the cost of the Owner, the cost of which shall be the basis for a special assessment to the Owner hereunder.

C. All policies shall contain a waiver of subrogation by the insurer as to claims against the Association, its Board, any Owner and their respective agents, and employees.

Each Owner may obtain additional insurance at such Owner's own expense, including liability insurance to cover accidents or damage to persons or property occurring upon such Owner's Lot. Each Owner may purchase insurance upon such Owner's own personal property and any additional improvements located upon such Owner's Lot. Such insurance shall contain the same waiver of subrogation provisions set forth above. Annually, the Association may require from each Owner evidence of insurance coverage, with all appropriate endorsements and provisions as specified herein.



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III. Condemnation, Destruction, Liquidation or Termination. Any losses or proceeds from condemnation, non-insured destruction of property, or liquidation of all or part of the Common Area or individual Lots or from the termination of the development of the Townhome Property shall be treated and handled in the same manner as provided, in a reasonable and equitable manner as determined by the Board.

ARTICLE SIX ASSESSMENTS

I. Obligation. Beginning with the conveyance of the first Lot of the Declarant or a Builder to an Owner, each Owner, by acceptance of the deed for such Owner's Lot, regardless, of whether it shall be so expressed in any such deed, hereby covenants and agrees, and shall be deemed to covenant and agree, to pay to the Association, or its nominee;

A. Annual assessments; and

B. Special assessments for capital improvements or such other purposes set forth herein to be fixed, established and collected from time to time as hereinafter provided; and

C. Specific assessments against an Owner's particular Lot which are established pursuant to the terms of this Declaration.

II. Purpose of Annual Assessment. The annual assessment levied by the Association upon the Owners may be used for the general purposes of promoting the recreation, health, safety, welfare, common benefit and enjoyment of the Owners, including the maintenance of real or personal property. Without limiting the generality of the foregoing, such annual assessment charges may be used for the following purposes:

A. Routine repair, maintenance and care of Townhome Units exterior building surfaces, roofs, walks, community pool and accessories, driveways, all trees, shrubs, grass, berms, utility lines and conduits, outdoor lighting equipment, ponds, streams, waterfalls, other watercourse related improvements, including, but not limited to sprinkler systems, all other parts of the Common Area, and all costs of repair, maintenance and care of the Area of Common Responsibility.

B. Ad valorem and other taxes on land and improvements owned by the Association, if any, and taxes and assessments owing by Owners, but billed to the Association, for the Area of Common Responsibility.

C. Management fees and other expenses (including necessary legal and accounting expense) of the Association.

D. Contingency and other reasonable reserve funds as determined from time to time by the Board.

E. Insurance premiums for all insurance secured by the Board pursuant to this Declaration.



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F. The payment of such other fees and charges as may be elsewhere required or authorized by this Declaration or that the board any from time to time determine necessary or desirable to meet the purpose and obligation of the Association, as stated in its Articles of Incorporation, Bylaws, and in this Declaration.

Prior to January 1 of each calendar year, the Board shall prepare a budget for the ensuing twelve (12) months, which contains the estimated costs of maintaining the Common Area and the Area of Common Responsibility and otherwise performing all the obligations established under this Declaration. On the basis of this budget, all annual assessments for each Lot for the ensuing year shall be established by the Board.

III. Special Assessments. In addition to the annual assessment authorized hereinabove, the Board may impose and collect Special Assessments, for the purpose of defraying in whole or in part any prior year's budget deficit or the cost of any construction, reconstruction, repairs or replacement of capital improvements, including any fixtures or personal property related thereto, to be completed by the Association pursuant to the terms hereof. Such special assessment shall be due and payable at the time and in the manner authorized as provided above.

IV. Uniform Rate. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

V. Date of Payment of Annual Assessment; Due Date. Each Owner's annual assessment shall be payable, without demand or set-off, to the Association in twelve (12) equal monthly installments, each of which shall be due on the first day of the month in each year.

VI. Duties of the Board with Respect to Annual Assessments. The board shall impose the annual assessments as follows:

A. At least thirty (30) days in advance of each annual assessment period of January 1st through December 31st thereafter, the Board shall, by resolution, determine the amount of the annual assessment applicable to each Lot. Written notice of such annual assessment shall be given to each Owner of such Lot. Failure of the Association to provide written notice of the annual assessment prior to January 1st of any year shall not invalidate any annual assessment levied thereafter, nor shall failure to levy an assessment for any one year affect the right of the Board to do so for any subsequent year.

B. Any Owner who becomes subject to any annual assessment after January 1 of any year by acquiring a Lot shall commence payment of such annual assessment on a pro rated basis commencing on the date the deed for the Lot is issued to the Owner.

C. The Board shall, upon demand, within a reasonable time, furnish to any Owner liable for any annual or special assessment hereunder, a certificate in writing, and in recordable form signed by the president or secretary of the Association, setting forth whether all fees or charges have been paid to date. A reasonable charge may be made by the Board for the issuance of such certificate. Such certificate may be recorded in the Office of the Director of Records for Cass County, Missouri, at Independence, and upon recording shall constitute conclusive evidence of the status of payment of any annual or special assessment for the period stated in the certificate.



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VII. Effect of the Non-Payment of Assessments; Lien; Remedies; Maintenance and Enforcements of Lien by Declarant/Association. If any assessment or any part therefore is not paid when due:

A. The unpaid amount of such assessment shall be deemed delinquent and shall thereupon be a continuing lien on the Lot and Townhome Unit of the non-paying Owner, which lien will take priority as of the date of recording this Declaration and will be superior to the lien of any other liens hereafter placed on said Lot; provided, however, that such lien is hereby subordinated to, and shall be inferior and subordinate to, the lien of any valid first mortgage now existing or which hereunder encumbers said Lot. If any Owner fails to pay any assessment when due, the assessment will be delinquent and payment of principal, late charges, interest, costs of suit and reasonable attorney's fees may be enforced as a lien on the Lot against which it is levied in proceedings in any court in Cass County, Missouri, having jurisdiction of suits for the enforcement of such liens. Additionally, the Association may proceed against any Owner that fails to pay any assessment when due and shall be entitled to seek all remedies available under law and in equity.

B. The Association may bring suits to enforce such liens or otherwise collect unpaid assessments. The Association may, at its discretion record certificates of nonpayment of assessments in the Office of the Director of Records of Cass County, Missouri, whenever any such assessments are delinquent. For each certificate so recorded, the Association will be entitled to collect from the Owner of the property described therein a fee as established from time to time by the Association, which fee shall be secured by the aforescribed lien. Said fee will be collectible in the same manner as the original to assessments provided for herein, in addition to the principal, late charges, interest, cost of suit and reasonable attorneys' fees due on such assessment. The Association may terminate or suspend ownership privileges and any services provided to an Owner or said Owner's Lot or Townhome Unit if, and so long as, such Owner fails to pay any assessment, when due.

C. All payments received shall be applied first to costs (including attorney fees), then to late charges, if any, then to interest, if any, then to delinquent assessments, then to any other unpaid amounts due for any actions to enforce a lien, if any.

VIII. Exempt Property. All Townhome Property dedicated to and accepted by any municipality or public utility for public use and purposes and, except as otherwise expressly provided in this Declaration, all Townhome Property owned by the Declarant, is wholly exempt from the assessments and liens created hereby.

IX. Specific Assessments. The Board shall have the right and power, but not the obligation, to levy specific assessments against individual Lots for the purpose of paying for any costs incurred by the Association as a result of the breach of the terms of this Declaration by an Owner or such Owner's agents, family members, guests, invitees, or contractors or for such other purposes as are set forth in this Declaration. Such specific assessments shall be due in accordance with such terms as may be established by the Board or this Declaration and shall be secured by a lien and enforceable by the Association as set forth above for other Assessments.



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X. Easements. Any foreclosure of the lien securing an assessment shall not terminate any easement granted by the Declarant, whether pursuant to this Declaration or otherwise and all such assessments shall be inferior and subordinate to such easements.

ARTICLE SEVEN

MANAGEMENT, MAINTENANCE, REPAIRS, ALTERATIONS AND IMPROVEMENTS

I. Manager or Managing Agent. The management, repair, improvement and alteration of all improvements constructed upon the Common Area, Areas of Common Responsibility and all other property as set forth hereinafter as the responsibility of the Association shall be the responsibility of the Board. The Board may delegate all or any portion of its authority to a manager or managing agent. Such delegation shall be evidenced by a management contract which shall not exceed three (3) years in duration and which shall set forth such duties and responsibilities as the Board may from time to time determine.

II. The Association's Responsibility.

A. The Association shall provide, from the proceeds of the assessments received pursuant to Article Five of this Declaration, routine repair, maintenance, and care of the following:

1. Driveways, parking lots, bike path/walking trail, exterior building surfaces, community swimming pool and accessories, roofs, walks, ponds, other watercourse related improvements and other exterior improvements and including fence and entranceways, and all trees, shrubs, grass and berms within the Common Area of Responsibility.

2. Exterior building surfaces (but specifically not including all glass surfaces and windows, garage doors, and entry doors in Townhome Units), repair or replacement of roofs (not including rafters, sheeting or other substructure), grass, trees, shrubs (but not foundation plantings or garden landscaping), and all other improvements located upon any Lot or Townhome Unit and other Area of Common Responsibility as determined by the Board. Notwithstanding the foregoing, the Association shall have the right, but not the obligation, to replace trees and shrubs located upon any Lot. Neither shall the Association have any responsibility for repair, replacement or maintenance of the interior of any Townhome Unit.

3. Trash service provided by a single service provider for all Lots, Townhome Units and the Common Area, and all to be provided on the same day per week.

B. The frequency of such services and the materials to be used in the performance of all such routine repair, maintenance and care shall be in sole discretion of the Board and shall not be subject to the control of any Owner. In the event that the need for maintenance, care, repair, replacement, or extraordinary services to any Lot is caused by Owner modifications, or results from Owners' (or Owners' invitees') willful acts or negligence, such Owner shall be responsible for the costs thereof to the Association.

C. The Association shall own and maintain all Common Area, Areas of Common Responsibility and all other property as set forth above as the responsibility of the Association in perpetuity.



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III. The Owner's Responsibility. Each Owner shall maintain, repair and replace at such Owner's expense all portions of such Owner's Lot (Townhome Unit) which are not an Area of Common Responsibility, including, but not limited to, all appliances, heating, plumbing, electrical, air conditioning, air conditioning compressor and related facilities, fixtures, or installations, and any portion of any utility services (including meter) located within the interior of such Owner's Townhome Unit, and all interior improvements, and fixtures which are appurtenant to each Townhome Unit, including without limitation responsibility for all breakage, damage, malfunction, painting, repair, and maintenance thereof. All fixtures and equipment installed within a Townhome Unit, commencing at a point where the utility lines, pipes, wires, conduit or systems enter the exterior of the Townhome Unit, shall be maintained and kept in repair by the Owner thereof except as otherwise provided in this Declaration.

IV. The Declarant's Responsibility. The Declarant shall, at its own expense and to the extent required by law, maintain care for all the undeveloped property and any Lots owned by the Declarant.

V. Improvements and Alterations. No Owner may paint or otherwise decorate or change the appearance of the exterior portion of such Owner's Townhome Unit or the surrounding Lot without the prior written consent of the Board. If any violation of this provision is not remedied fifteen (15) days after notice of such violation is delivered to the Owner of the Lot upon which such violation exists, the Association shall have the right, through its agents and employees, to take such legal action as may be necessary to force the removal or termination of such violation. The cost thereof (including attorney fees and court costs incurred by the Association to enforce the provisions hereof) may be assessed against the Lot upon which such violation occurred as a specific assessment, and when so assessed, a statement for the amount thereof shall be rendered to the Owner thereof, in all respects, and subject to the same provisions and limitations as provided in Article Six of this Declaration. The Association shall have the further right, through its agents, employees or committees, to enter upon and inspect any Lot at reasonable times for the purpose of ascertaining whether any violation of the provisions of this Article, or any of the other provisions or requirements of this Declaration, exists thereon, and neither the Association nor any such agent, employee or committee shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

VI. Intentionally deleted.

ARTICLE EIGHT EASEMENTS

I. Utility Easements. Declarant will install or cause to be installed lines, pipes, conduits and other utility facilities, hereinafter referred to as "Utility Lines" for the purpose of providing sewer, electricity, water and telephone services to the Townhome Units and to the Common Area. To insure that such utility lines shall be installed, kept, maintained, restored, repaired and replaced, Declarant hereby reserves unto itself, and grants to the Association, an easement to install, keep, maintain, restore, repair, and replace any utility lines under and across the Common Areas and all individual Lots.



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A. If, in order to maintain, restore or replace any utility lines or other utility equipment that serves more than one Townhome Unit, it becomes necessary to break through a wall, excavate or otherwise damage a Lot, Townhome Unit or Common Area, the damages caused by such entry shall be repaired and the Lot, Townhome Unit or Common Area entered shall be restored to substantially the same condition as prior to such damage. Unless caused by the negligence or willful act of an Owner, the cost of such restoration shall be the expense of the Association. Expenses applicable to removal of obstructions in a sewer line within a Townhome Unit (i.e., from the basement floor to the top floor of a Townhome Unit, as defined above) shall be assumed and paid by the Owner thereof, not the Association.

B. If it becomes necessary to maintain, restore, repair or replace any utility lines which serve more than one Townhome Unit, then the cost of such maintenance, restoration, repair or replacement to its former condition shall be at the expense of the Association.

II. Blanket Easement. Declarant hereby reserves unto itself and grants to the Association a blanket easement upon, across, over and through all of the Townhome Property, including the Lots and that portion of the Townhome Property upon which a Townhome Unit exists, for ingress to and egress from, installation, operation, replacement, repair, and maintenance of utilities, including but not limited to water, sewer, telephone, television, electricity, cable television and drainage facilities, together with the right to remove any obstruction that may be placed in such easement area that would constitute interference with the use of such easement or with the use maintenance, operation or installation of such utilities or drainage facilities. The Declarant reserves the right to convey all or part of the easement created herein to any public or private utility company or public entity in furtherance of the purposes described herein. Notwithstanding anything to the contrary contained in this paragraph, or in this Declaration, no sewer, electrical line, waterline or other utilities may be installed or relocated upon the Townhome Property until approved by the Declarant so long as the Declarant owns any real property within the boundaries of Eagles Crest, and thereafter by the Board. Neither Declarant nor any utility company or any other authorized entity using the easements created by this Declaration shall be liable for any damage to shrubbery, trees, flowers, grass, or other improvements located on the property covered by such easements. Owners shall not be deemed to separately own pipes, wires, conduits or other service lines running through their property, which are utilized for or serve other Townhome Units or the Common Area, but each Owner shall have an easement in and to the aforesaid lines as necessary for the use, maintenance and enjoyment of such Owner's Townhome Unit, subject to such rules and regulations as may be established by the board. No Owner may disconnect any utility line, and all Owners are prohibited from intentionally interrupting the utility services rendered to other Owners or to the Common Area. All expenses incurred by the Association in reconnecting or repairing utility services as the result of the intentional disruption of such service by an Owner shall be assessed against and shall be immediately due from such Owner as a specific assessment. It shall be the Association's obligation to maintain sewer lines and facilities only from the exterior of Townhome Units to the city/county sewer line, such lines to be located within such easement areas. All expenses for such maintenance shall be paid from the annual assessments received by the Association pursuant to this Declaration.

III. Easement for Ingress and Egress. Declarant hereby creates and reserves to itself, and hereby grants to the Association for the benefit of each Owner, an easement for ingress to and egress from each Townhome Unit over and across all the Common Area.



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IV. Easement for Declarant/Association. Declarant hereby establishes and reserves to itself, and hereby grants to the Association, an easement over, under and across all the Townhome Property for the purposes of executing any of the powers, rights or duties granted to or imposed upon the Association by the terms of this Declaration, its Articles of Incorporation or its Bylaws.

ARTICLE NINE USE RESTRICTION

I. Single Family Residences. Each Townhome Unit shall be used solely for a private residence of no more than one (1) family unit or for the leasing or rental of a Lot or Townhome Unit of one (1) family unit.

The respective Townhome Units shall not be rented by the owners thereof for transient or hotel purposes, which shall be defined as (i) rental for any period less than twelve (12) months, or (ii) any rental if the occupants of the Townhome Units are provided customary hotel service, such as for food and beverage, or maid service, or furnishing of laundry and linen.

Upon the purchase of any Townhome Unit in which the Owner is not personally residing, nor does the Owner intend to use such Townhome Unit as a primary place of residence; such Townhome Unit shall be considered a Lease Unit. Any Owner of any Lease Unit is specifically restricted from the sale of a Lease Unit for a period of two (2) years after the date of closing of the purchase of that Lease Unit.

II. Other Structures. No structure of a temporary character, and no trailer, vehicle, basement, woodpiles, tent, shack, playhouse, shed, garage, barn, dog house, dog run, basketball goal, swingset, trampoline, outdoor play equipment, or other building or structure of any kind shall be erected, used or maintained at any time upon any Lot or the Common Area without the prior written consent of the Board.

III. Signs. No signs of any type shall be hung or displayed either on the inside or the outside of any Townhome Unit or otherwise so as to be seen from the exterior, provided, however, that one "for sale" sign (of a "typical" or "standard" size, e.g., 2' x 2W) at any one time may be displayed by or on behalf of an Owner on such Owner's Lot solely in the area in front of such Owner's Townhome Unit (which may be within the Common Area immediately in front of such Owner's Lot) until the same is sold, all in accordance with the laws of the City of Belton, Missouri.

IV. Unightly or Unkempt Conditions. It shall be the responsibility of each Owner to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition on such Owner's Lot. No Lot shall be used, in whole or in part, for the storage of any property or thing that will cause such Lot to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing or material be kept upon any Lot that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort or serenity of the occupants of surrounding property. No noxious or offensive activity shall be carried on upon any Lot nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to any person using any property adjacent to



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the Lot. No outdoor clothes dryers or lines, billboards, radio or television transmitting or receiving antennas, satellite television and/or radio signal receiving dishes ("satellite dishes") that are larger than 36" in diameter, or towers, exterior lighting, awnings, canopies, shutters unsightly objects or nuisances shall be erected, affixed to, installed, placed or permitted on any Lot or upon any exterior wall, window, or roof of any Townhome Unit without the prior written consent of the Board. No owner shall permit his or her Lot or Townhome Unit to become infested with wood boring or other insects or vermin.

V. Storage. No Storage of any type shall be allowed at any time on any Lot except within each Owner's private enclosed Townhome Unit, and nothing shall be stored in such a manner as to be exposed to public view. No liquid fuel tank with a capacity in excess of two gallons may be maintained upon any Lot. Storage within a garage shall not be so great as to cause an Owner to not use such Owner's garage for the purpose of parking such Owner's vehicle.

VI. Vehicle Repair. No major repair, rebuilding or maintenance of any vehicle shall be permitted except within an Owner's private enclosed garage, if any. No major repair, rebuilding or maintenance of any vehicle shall be permitted in open parking areas, including driveways and streets. This includes, but is not limited to, automobiles, trucks, campers, trailers and boats. No non-operable vehicle of any kind, or any vehicle without current license tags may be kept on any yard, driveway or street in front of any Townhome Unit at any time.

VII. Animals Kept as Pets. No livestock, animals or poultry of any kind shall be kept on or in a Lot and Townhome Unit, except that not more than two (2) household pets may be kept in a Lot and Townhome Unit. All animals must be confined at all times within the interior of the Townhome Unit, except when outside and leashed in compliance with the laws and ordinances of the City of Belton, Missouri, in the continuous presence and control of the Owner. All such animals must be confined in the interior of the Townhome Unit at all other times to prevent the animals from barking and from making loud or raucous noises to the disturbance of other owners. No animal may be tethered in the Common Area, and each Owner shall clean up all animal waste created by pet animals in the Common Area immediately. Notwithstanding the foregoing, the Board, its sole discretion, shall have the absolute power to prohibit an animal from being kept in a Townhome Unit.

VIII. Garbage. All rubbish, trash or garbage or unsightly debris shall be kept so as not to be seen from the neighboring lots and streets (except on trash collection days).

IX. Adverse Acts. An Owner shall do no act nor any work that will impair the structural soundness or integrity of such Owner's or another Townhome Unit or impair any easement or hereditament nor do any act nor allow any condition to exist which will adversely affect any other Townhome Units or their Owners.

X. Vehicle Parking. Only two automobiles may be parked on an Owner's driveway, except for automobiles and trucks with a capacity not exceeding one-half ton of visitors temporarily parking thereon in accordance with rules and regulations that may be promulgated by the Board. Trucks with a capacity not exceeding one-half ton, belonging to Owners, or their families shall be parked or stored within the Owner's garage. No vehicle shall be parked on any street except temporarily and in no event shall any vehicle be regularly parked continuously for more than



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twenty-four (24) hours on any street. No vehicles shall be parked on streets or driveways so as to obstruct sidewalks, or ingress and egress by Owners, their families, guests and invitees, except for the reasonable needs of emergency. Construction or service vehicles of any type whatsoever may not be parked, stored or kept within the Townhome Property, except for a period of time reasonably necessary for loading or unloading of personal property by an Owner. No person shall be allowed to cook or sleep in any vehicle or trailer at any time or for any reason whatsoever when such vehicle or trailer is located upon the Townhome Property.

XI. Planting, and Gardening. No planting or gardening shall be done, and no fences, hedges or walls shall be erected or maintained upon the Townhome Property, except as installed by Declarant in connection with the initial construction of buildings or Townhome Units or as approved by the Board. No fences shall be allowed upon any Lot.

XII. Sound Devices. No speaker, horn, whistle, siren, bell or other sound device shall be located installed or maintained upon any Lot or the Exterior of any Townhome Unit except for security purposes.

XIII. Building Projection. No building or any part thereof shall be nearer the street line than the building set back lines, without the prior consent of the Board.

XIV. Garages. All garages shall be attached to the Townhome Unit or qualify as a basement garage. No garage may be altered or used in a manner which prevents an automobile from being parked therein.

XV. Insurance Risks. Nothing shall be done or kept in or on the Townhome Property which will increase the rate of insurance payable by the Association or individual Owners without the prior written consent of the Board. No Owner shall permit anything to be done or kept on or in such Owner's Lot or Townhome Unit or the Common Area which will result in the cancellation of insurance on any Lot or Townhome Unit or any of the common area, or which would be in violation of any law.

XVI. Exception From Use Restrictions. The foregoing covenants of this Declaration shall not apply to the activities of the Declarant or the Association. The Declarant may maintain such facilities as it in its sole discretion may deem necessary or convenient, including, but without limitation, offices, storage areas, model Townhome Units and signs. The Declarant may also grant such rights to Builders in connection with and during the construction and selling of Townhome Units by Builders.

XVII. Association's Standards. All Townhome Units shall be constructed and maintained by the Declarant and Builders of materials, and in styles and design so as to be alike and compatible in appearance, and as shown on the Plat for Eagles Crest. After the construction of the Townhome Units and the transfer of Declarant Control, the Association, acting through its Board (or through a duly appointed Architectural Review Committee of the Board), shall have authority to make and enforce architectural standards and use restrictions applicable to the Townhome Property in addition to those contained herein, and to impose reasonable user fees for facilities, including, but not limited to, vehicle storage areas and parking facilities, if any. No structure, deck or fencing, including without limitation, fencing along public rights of way, shall be constructed without



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Declarant approval, or without Board approval (as the case may be), in writing, and all such structures, decks, or fencing shall be consistent in material composition, height and design, subject to the sole approval discretion of the Declarant or Board.

XVIII. Occupants. All provisions of this Declaration and of any rules and regulations or use restrictions promulgated pursuant thereto which govern the conduct of Owners and which provide for sanctions against Owners shall also apply to all occupants of any Townhome Unit.

ARTICLE TEN PARTY WALLS

I. Party Wall Responsibilities. Townhomes may have at least one wall in common with an adjoining Townhome Unit, which common wall or walls will be built on a dividing line between Lots. Each such common wall shall be a party wall and the rights and obligations of the Owners of such party walls shall be as follows:

A. To the extent not inconsistent with this article, all laws applicable to party walls and liability for property damage due to negligence or willful acts or omissions in the State of Missouri shall apply thereto. No Owner shall cut through or make penetration through a party wall for any purpose whatsoever.

B. The cost of reasonable repair and maintenance of any party wall shall be shared by the Owners who make use of such wall, except any repair and maintenance required to be made by the Association as set forth herein before.

C. If a party wall is damaged or destroyed by fire or other casualty, then to the extent that such damage is not covered by insurance and repaired out of the proceeds of same such party wall shall be repaired or replaced by the Owners who make use of such wall and cost of any repair or replacement shall be borne by them equally, without prejudice, however, to the right of either Owner to demand a larger contribution from the other under any rule of law regarding liability for negligence, willful acts or omissions.

D. Notwithstanding any other provision of this Article, to the extent that damage to a party wall is not covered and paid for by insurance provided herein, an Owner, who by such Owner's negligence or willful act caused or permits any party wall or portion thereof to be exposed to the elements, shall bear the whole cost of furnishing the necessary protection against such elements and for the repair to such wall.

E. The right of any Owner to contributions from any other Owner under the article shall be appurtenant to the Lot and shall pass to such Owner's successors in title.

F. In the event of any dispute arising concerning any party wall, the resolution thereof shall be determined by the decision of a majority of all the Board. As an alternative method of resolving the dispute, the Board may select one or more arbitrators who shall have authority to settle the dispute pursuant to such rules or arbitration as the Board may determine. The determination by the Board or arbitrators shall be binding and conclusive on the parties. The costs and expenses for any such arbitration shall be borne proportionately by the Owners involved in such dispute.



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ARTICLE ELEVEN GENERAL PROVISIONS

I. Temporary Trustee. Prior to the actual organization or incorporation of the Association contemplated by the terms of this Declaration, the Declarant shall have the right at its option to perform the duties, assume the obligations, levy, collect and increase the assessments, and otherwise exercise the powers herein to increase the assessments, and otherwise exercise the powers accorded herein to the Association and/or the Board, in the same way and manner as though all such powers and duties were hereby given directly to the Declarant. The Association contemplated by the terms of this Declaration shall not assume any of the rights herein provided for without the consent of the Declarant and its relinquishment of its rights as temporary trustee. The Declarant may, by appropriate agreement, assign or convey to any person or entity all of the rights, reservations and privileges reserved by it hereunder, and upon such assignment or conveyance being made, its assigns or grantees may at their own option exercise, transfer or assign such rights in the same manner as though directly reserved by them, or it in this instrument.

II. Amendment. The covenants, conditions and restrictions of this Declaration shall run with and bind the Townhome Property, including any of the real property which becomes subject to this Declaration pursuant to Article Two hereof, and shall inure to the benefit of and be enforceable by the Association, or any Owner, for a term of thirty (30) years after the date that this Declaration is recorded, after which time said Declaration shall be automatically extended for successive periods of fifteen (15) years unless Owners representing sixty-seven percent (67%) of the votes held by Class A Members have signed and recorded an instrument abolishing or amending said Declaration in whole or in part; provided, however, that no such change shall be effective on less than thirty (30) days prior notice to the Owners: and provided, further, however, that no such amendment or abolition of the said Declaration may have the intended or actual effect of terminating the Association or its obligations to own, maintain and repair the Common Area, Areas of Common Responsibility or other property as set forth above as the responsibility of the Association. The party wall covenant shall not terminate.

III. Amendment by Declarant. Until such time as all Lots and/or Townhome Units are conveyed to an Owner other than a Builder, Declarant, in its sole discretion, may amend and/or abolish the covenants, conditions and restrictions of this Declaration, in whole or in part, provided, however, that no such Amendment by Declarant shall have the effect of changing the Plat of any Owner's Townhome Unit without the consent of the Owner. In addition, so long as Declarant is a Class B Member of this Association, no amendment of the Declaration by the Members, as provided in the preceding paragraph, shall be effective without the consent of the Declarant, which may be withheld for any reason.

IV. Amendment by Owners. Except as provided in Paragraphs II and III of this Article, the covenants, conditions and restrictions of this Declaration may be abolished, amended or changed in whole or in part only with the consent of Owners representing at least sixty-seven percent (67%) of the total number of votes held by Class A Members, to be evidenced by a document in writing bearing each of their signatures.



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V. Enforcement. The Declarant, Association or any Owner may enforce these covenants, conditions and restrictions by a proceeding at law or in equity against any person or persons violating or attempting to violate any covenant, condition or restriction, either to restrain such violation or attempt or to recover damages or to enforce any lien created herein against the land; and failure by the Declarant, Association or any Owner to enforce any covenant, condition or restriction contained herein shall in no event be deemed a waiver of the right to do so thereafter.

VI. Severability. Invalidation of any of these covenants, conditions or restrictions by judgment or court order shall not affect in any way the provisions contained herein, which shall remain in full force and effect.

VII. Notices. All notices required to be given hereunder shall be sent by certified mail, return receipt requested, addressed to the Association at the address of its registered agent or such other address as may be filed of record by the Association in the Office of the Recorder of Deeds for Cass County, Missouri; addressed to an Owner at the street address assigned to such Owner's Townhome Unit by the City of Belton, Missouri; and addressed to Declarant at Blake Development, L.L.C., 502 West Markey Road, Belton, Missouri 64012; provided, however, that said notice may be delivered by any other means if actually received by the intended recipient.

VIII. Captions. Captions provided herein for articles or paragraphs are inserted only for convenience and are not to be construed as defining, limiting, extending or otherwise modifying or adding to the particular article or paragraph to which they refer.

IX. Limitation of Liability. The Association and Declarant shall not be liable for any failure of any services to be obtained by the Association or Declarant, or paid for out of the annual or special assessments levied upon Owners, or for injury or damage to person or property caused by the elements or resulting from water which may leak or flow from any portion of the Common area, or from any wire, pipe drain, conduit, utility line or the like. The Association and Declarant shall not be liable to any Owner for loss or damage, by theft or otherwise, of articles which may be stored upon the Common Area. No diminution or abatement of annual or special assessments shall be claimed or allowed for inconvenience or discomfort arising from the making or repairs or improvements to the Common Area, or from any action taken by the Association and Declarant in accordance with any of the provisions of this Declaration or with any law ordinance, order or directive of any municipal or other governmental or quasi-governmental authority. Neither the Association nor the Declarant, nor any of their employees, agents or consultants shall be responsible in any way for any defects in any plans or specifications submitted, revised or approved in accordance with the provisions of this Declaration, nor for any structural or other defects in any work done according to such plans and specifications including, without limiting the generality of foregoing, ponds and other water course-related improvements and Townhomes Units construction.

X. Successors of Declarant. Any and all rights, reservations, interests, privileges and posers of the Declarant hereunder may be assigned and transferred by the Declarant, with or without notice to the Association.



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XI. Miscellaneous Expenses. Whenever an Owner or such Owner's mortgagee requests any information pursuant to the terms of the Declaration, all reasonable expenses incurred by the Association in providing such information will be paid by the party requesting same.

ARTICLE TWELVE PHASES AND ANNEXATION OF ADDITIONAL PROPERTIES

I. Phases of Construction. Declarant shall determine in its sole discretion the manner and method of construction of the Townhome Units, including determination of the phase of Construction in which a particular Townhome Unit or particular kind of Townhome Unit is to be constructed on the Townhome Property. Such phases of Construction determinations by the Declarant shall include, when appropriate, construction on any Annexation Property, as described below.

II. Annexation by Declarant. So long as Declarant shall own any Lot or Townhome Unit subject to this Declaration, Declarant, alone or with others, may annex to and include within the Property, subject to this Declaration, such property as Declarant may in its sole discretion determine to so annex ("Annexation Property"), by execution by Declarant of a written annexation instrument and the recording of same in the Office of the Recorder of Deeds for Cass County, Missouri. Such annexation may include complementary additions and modification of the Declaration as may be necessary in Declarant's sole discretion to reflect the different character, if any, of the Annexation Property and as not inconsistent with the scheme of this Declaration. In no event, however, shall such annexation revoke, modify or add to the Covenants and Restrictions established by this Declaration as having application to the current real estate identified as the Townhome Property.

III. Annexation by Owners. After the Declarant has conveyed the last Lot or Townhome Unit to a third party, the Owners may annex to and include within the Property subject to this Declaration such property as the Owners may determine to annex ("Annexation Property"), upon the asset of sixty-seven percent (67%) of all Members votes cast at a meeting duly called for this purpose by the Association, written notices of which shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting. The presence of members or of proxies entitled to cast sixty percent (60%) of the votes of the membership shall constitute a quorum for such meeting. If a quorum is not present at such meeting, another meeting may be called subject to the notice requirement set forth above, and the required quorum at such subsequent meeting shall be one half (1/2) of the required quorum of the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting. In the event that the requisite number of votes are not represented in person or by proxy, members not present may give their written assent to the action taken at such meeting in their absence.

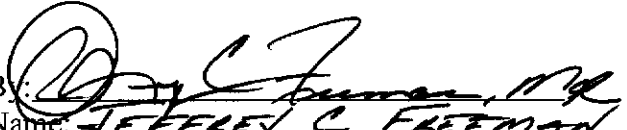
IV. Effect of Annexation. Following the valid annexation of additional property to this Declaration and its terms and conditions, such property shall be subject to this Declaration and subject to the functions, powers and jurisdiction of the Association, and thereafter said Annexation Property shall be part of the Subdivision and Townhome Property for all purposes of this Declaration and all of the Owners of Townhome Units in the Annexation Property shall automatically be Owners in accordance with the terms of this Declaration.



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IN WITNESS WHEREOF, Blake Development, L.L.C., being Declarant herein, has caused this instrument to be executed in its name and on its behalf by its Member duly authorized thereunto the 5th day of JAN, 2007

BLAKE DEVELOPMENT, L.L.C.,
a Missouri limited liability company

B: 
Name: JEFFREY C. FREEMAN
Title: MANAGER

STATE OF MISSOURI)
) ss.
COUNTY OF Cass)

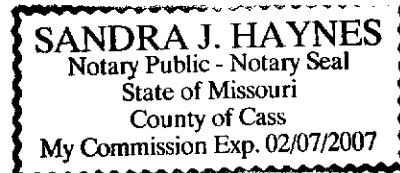
On this day 5th of Jan, 2007 before me, personally appeared, Jeffrey C. Freeman personally known, who being by me duly sworn, did say that he is the duly appointed Manager of Blake Development, L.L.C., a Missouri limited liability company, and acknowledged the execution of this instrument for and on behalf of said corporation, and acknowledged this instrument to be the free act and deed said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last written


NOTARY PUBLIC

My commission expires:

2/7/07



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Exhibit A

EAGLES CREST

1st Plat

Lots 1 - 17

Part of NW 1/4 Sec. 11-T.46-R.33

Belton, Cass County, Missouri