

Recorded in Boone County, Missouri

Date and Time: 10/30/2003 at 02:28:51 PM

Instrument # 2003044731 Book 02382 Page 0040

Grantor LBPW CO LLC

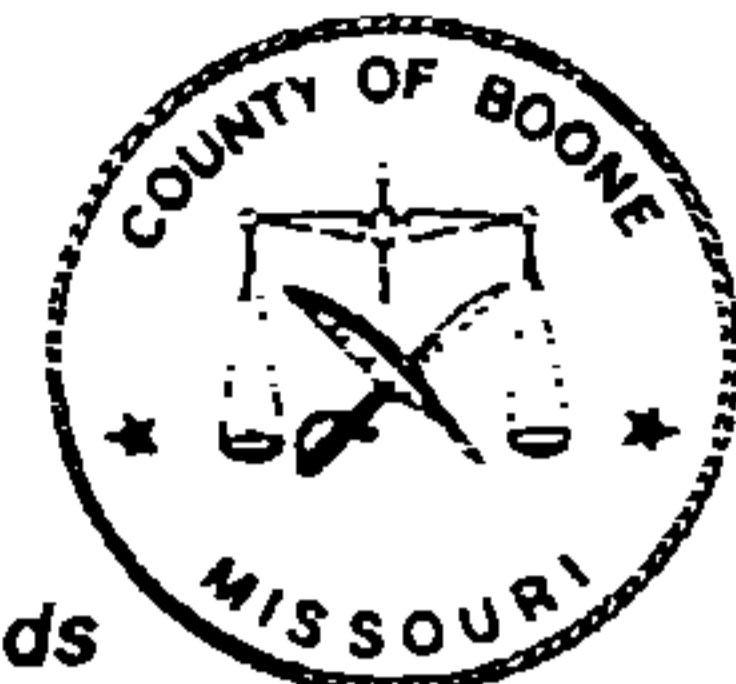
Grantee CASCADES HOMES ASSN THE

Instrument Type ANEX

Recording Fee \$45.00

No of Pages 8

  
Bettie Johnson, Recorder of Deeds



**ANNEXATION DECLARATION FOR THE CASCADES PLAT 2**

Grantor: LBPW Co., LLC, a Missouri limited liability company [mailing address: Attn: Robert A. Wolverton, 2106 Clemens Drive, Columbia, MO 65202]

Grantee. The Cascades Homes Association, a not for profit corporation of the State of Missouri, Lot Owners of Lots located within The Cascades Plat 2, as shown by plat recorded in Plat Book 37 at Page 38 of the Real Estate Records of Boone County, Missouri, and Members of the Public [address: c/o The Cascades Homes Association, Robert A. Wolverton, 2106 Clemens Drive, Columbia, MO 65202]

Legal

Description: The following described real estate situated in Boone County, Missouri:

All land constituting The Cascades Plat 2, as shown by the plat of The Cascades Plat 2, recorded in Plat Book 37 at Page 38 of the Real Estate Records of Boone County, Missouri, including all Lots, streets and other property constituting the property of the said plat, and further including each of Lots 157 through 214 of The Cascades Plat 2, as shown by the said plat

Date: October 30, 2003

# Boone County, Missouri Unofficial Document

Re: The following described real estate situated in Boone County, Missouri:

All land and real estate constituting and making up The Cascades Plat 2, as shown by the plat of The Cascades Plat 2, recorded in Plat Book 37 at Page 38 of the Real Estate Records of Boone County, Missouri, including all Lots and streets making up and constituting the said Plat, and further including Lots 157 through 214, both inclusive, of The Cascades Plat 2, as shown by the plat recorded in Plat Book 27 at Page 38 of the Real Estate Records of Boone County, Missouri

## **ANNEXATION DECLARATION**

[Declaration of Annexation of Additional Parcel, known as The Cascades Plat 2  
to The Cascades Development]

THIS ANNEXATION DECLARATION ("this Annexation Declaration") is executed on this 30 day of October, 2003, by **LPBW DEVELOPMENT CO., LLC**, a Missouri limited liability company [address: Attn: Mr. Robert A. Wolverson, Manager, 2106 Clemens Drive, Columbia, MO 65202], which such limited liability company may hereinafter be referred to as "the Developer."

WITNESSETH:

## **BACKGROUND RECITALS**

["Recitals"]

This Annexation Declaration is executed and recorded by the Developer in view of the following facts, matters and circumstances:

On the 6th day of March, 2003, the Developer executed a document titled "Declaration of Covenants, Easements and Restrictions of The Cascades, a Subdivision of Boone County, Missouri." Such document may hereinafter be referred to as "the Declaration." The Declaration is recorded in Book 02146 at Page 0711 of the Real Estate Records of Boone County, Missouri. Such Declaration, at the outset, applied to a parcel of land located in Boone County, Missouri, which had been platted by the plat of The Cascades Plat 1, recorded in Plat Book 36 at Page 92 of the Real Estate Records of Boone County, Missouri, including, but not limited to, each of Lots 1 through 156 of The Cascades Plat 1, as shown by such plat.

The initial parcel (The Cascades Plat 1) that was subjected to the provisions of the Declaration and the covenants, easements, reservations and restrictions imposed by the Declaration is contained within land owned by the Developer, which is referred to in the Declaration as "the Developer's Land." The "Developer's Land" is specifically described in the Declaration.

The Declaration provides that all of the Developer's Land, as described in the Declaration, other than that part of the Developer's Land platted as The Cascades Plat 1, is referred to in the Declaration as "the Annexation Parcel" or "the Annexation Property." The Declaration further provides, in ARTICLE XIV of the Declaration, that the Developer may, or may not, as the Developer sees fit from time to time, annex, or not annex, portions of the Annexation Parcel to the

Development provided for by the Declaration, which such Development known as "The Cascades." Such ARTICLE XIV provides that, any provisions of such Article notwithstanding, as the Developer annexes parcels of real estate to the Development, the Developer may amend the effects of various parts of the Declaration, as same apply to various areas of the real estate within the Annexation Parcel, which are annexed to the Development and are made subject to the provisions of the Declaration; meaning that the provisions of the Declaration may be modified to various portions of the Annexation Parcel as they are annexed to the Development.

Such ARTICLE XIV further provides that the Developer may bring additional parcels of real estate under the jurisdiction of the Association and may make same a part of the Development and may subject same to the provisions of the Declaration and the easements, restrictions, reservations and covenants imposed by the Declaration, without the consent of any Lot Owner or anyone else; provided, however, that:

a. The Parcels which are annexed to the Development must be a part of the Annexation Parcel or must be located either adjacent to or within reasonable proximity to the Annexation Parcel or the Developer's Land;

b. Any additional Parcel brought under the jurisdiction of the Association and made a part of the Development shall be so brought under the jurisdiction of the Association and shall be made a part of the Development, either by a recorded Supplementary Declaration, or by an Annexation Declaration, or by a recital on the plat of the Parcel;

c. Any Parcel which is so annexed to the Development shall be deemed to have been made subject to the Assessments by the Association, and to the Declaration, and to have been made subject to the Association and to all of the covenants, conditions, reservations, liens, charges and assessments provided for by the Declaration and all of its provisions, including any future modifications thereof;

d. The owners of all Lots contained within the Parcel annexed to the Development shall be Class A or Class B Members of the Association, as the case may be, as described in the Declaration;

e. The provisions of the Declaration may be amended as they apply to various parcels of land which are annexed to the Development.

The Developer has caused The Cascades Plat 2 to be subdivided into Lots and streets, and Common Areas, by the Plat of The Cascades Plat 2 hereinabove described. The Developer desires to annex all of the land of The Cascades Plat 2, and all of the Lots of The Cascades Plat 2, to the Development and to subject same to the Declaration; provided, however, that the Developer further desires to modify and amend various provisions of the Declaration as they apply to the Lots within The Cascades Plat 2.

The Developer, therefore, in order to exercise its rights to annex The Cascades Plat 2 to the Development and to subject The Cascades Plat 2 to the Declaration and the provisions of the Declaration, executes and records this Annexation Declaration.

NOW, THEREFORE, in view of the foregoing Recitals, and in consideration of the mutual promises, declarations, covenants and agreements of the Developer hereinafter set forth, the Developer hereby promises, covenants, declares, states and agrees as follows:

FIRST. Annexation of The Cascades Plat 2 to the Development Known as The Cascades. In accordance with the provisions of ARTICLE XIV of the Declaration, all of the land and property of The Cascades Plat 2, including all of the land and streets shown and platted by the Plat of The Cascades Plat 2, and all of Lots 157 through 214, both inclusive, of The Cascades Plat 2, as shown by the Plat of The Cascades Plat 2 recorded in Plat Book 37 at Page 38 of the Real Estate Records of Boone County, Missouri, shall be and the same are hereby made a part of the Development, and The Cascades Plat 2 and all of such land and property and Lots are hereby subjected to the jurisdiction of the Association provided for by the Declaration, and are made a part of the Development provided for by the Declaration, and are hereby subjected to all of the terms, covenants, conditions, provisions, easements, restrictions, reservations, liens, charges and assessments provided for by the Declaration, as the Declaration is hereby modified and amended in accordance with the following provisions of this Annexation Declaration, which such terms, covenants, provisions, easements, conditions, reservations, liens, charges and assessments of the Declaration, as modified by the following provisions of this Annexation Declaration, shall constitute covenants running with the land of The Cascades Plat 2, and all of the Lots contained therein, and shall be binding upon the Developer and all present and future owners of all or any portion of The Cascades Plat 2, and each of the Lots located within The Cascades Plat 2.

SECOND. Lots 211, 212, 213 and 214 to be Common Areas. Any of the provisions of this Annexation Declaration and of the Declaration notwithstanding, each of Lots 211, 212, 213 and 214 of The Cascades Plat 2, as shown by the Plat of The Cascades Plat 2 hereinabove described, shall be and continue to be and shall constitute Common Areas of the Development, as Common Areas are described in the Declaration, and such Lots and any improvements now or hereafter placed thereon, shall constitute Common Elements of the Development, as provided for by and as described in the Declaration. All of same shall be owned by (or shall be deemed to be owned by) the Association, which shall own, control, manage and maintain, repair, replace and provide for the upkeep of the said Lots and all improvements now or hereafter located thereon.

THIRD. Lot 211 to be Subject to Pedestrian Access Easement. Lot 211, which is to be a Common Area and Common Element of the Development, shall be and the same is hereby imposed with a "Pedestrian Easement" and/or "Pedestrian Trail Easement," as described in Section 3 of ARTICLE IX of the Declaration, meaning that such Lot, and the path, trail or walkway thereon, shall be subjected to a perpetual, irrevocable easement in the Association, for the construction, maintenance, repair, replacement, use, upkeep and keeping of any trail, path or pathway or walkway or pedestrian or bicycle passageway located within the said Lot (collectively referred to herein and in Section 3 of ARTICLE IX of the Declaration as "the Trail"). The said Lot 211 shall be burdened with an Easement for the Trail and for the construction of, maintenance of, repair and replacement of, and use and keeping and upkeep of, any Trail located or to be located within the boundaries of such Lot, which such Easement shall run in favor of the Association, with the Association to hold the said Easement for the benefit of the Association and the Lot Owners of each Lot, as such Easement is more fully described in Section 3 of ARTICLE IX of the Declaration.

FOURTH. Drainage Easements on Lots 212 and 213. Lots 212 and 213 shall be and the same are hereby imposed with "Drainage Easements," in favor of each and all of Lots 187 through 200, both inclusive, of The Cascades Plat 2, and all Lots, land and property located upstream from the said Lots; as the said Drainage Easements are provided for by and are described in ARTICLE XIII of the Declaration. In addition, the said Lots 212 and 213 shall, for all purposes, subject to such Drainage Easements, constitute Common Areas and Common Elements of the Development, and such Drainage Easements shall be Common Elements of the Development.

FIFTH Amendments to ARTICLE VII/Architectural Control. The provisions of paragraph FIRST of this Annexation Declaration notwithstanding, ARTICLE VII of the Declaration, which provides for "Architectural Control," and which shall, as hereby modified, apply to each of the Lots within The Cascades Plat 2, shall be and the same is hereby modified and amended (as same applies and only as same applies to the Lots within The Cascades Plat 2) as follows:

A. ARTICLE VII as Hereby Amended to Remain in Full Force and Effect. ARTICLE VII of the Declaration, as amended hereby, shall be in full force and effect as to each and all of the Lots within The Cascades Plat 2. All provisions of ARTICLE VII of the Declaration, which are not modified or amended hereby, shall continue in full force and effect as to each and all of such Lots, as written.

B. Amendment to Section 5/Minimum Size of Residential Buildings/Further Architectural Standards. ARTICLE VII, as it applies to each of the Lots within The Cascades Plat 2, shall be and the same is hereby amended as to The Cascades Plat 2 and the Lots therein (and only as to the Lots within The Cascades Plat 2) by striking therefrom Section 5 thereof and by substituting in lieu of such Section 5 of ARTICLE VII (which appears beginning on page 33 of the Declaration) a new Section 5 of such ARTICLE VII of the Declaration, which shall read as follows:

"Section 5. Minimum Size of Residential Buildings/Further Architectural Control Standards. No One Family Dwelling or Building shall be placed on any of Lot within The Cascades Plat 2, unless the Developer, in its discretion, otherwise determines, unless such One Family Dwelling/Building complies with the following Minimum Size requirements:

A. One Story, Ranch Style Dwelling. No one story, ranch style Building built on a slab, or on a crawl space, or on a non-walkout basement shall be permitted on any Lot unless the Enclosed Floor Area of the ground floor thereof (the main floor thereof), exclusive of open porches, patios, garages and any non-walkout basement space, contains not less one thousand six hundred (1,600) square feet of finished floor space.

B. Ranch Style, One Story One Family Dwelling with Walkout Basement. No ranch style, one story, Building shall be built on a walkout basement (a basement from which one may "walk out" onto the immediately adjacent surface of the ground) on any Lot, unless the Enclosed Floor Area of the ground floor thereof (the main floor thereof), exclusive of open porches, patios and garages and exclusive

of the said walkout basement, contains not less than one thousand six hundred (1,600) square feet of finished floor space.

C. One and a Half or Two Story One Family Dwelling. No one and a half or two story Building shall be permitted upon any Lot, unless the Enclosed Floor Area thereof, exclusive of open patios, porches, and garages, and exclusive of any basement or walkout basement, shall contain not less than one thousand eight hundred (1,800) square feet of finished floor area.

D. Tri-Level or Multi-Level Homes. No tri-level Building, or four-level Building, or multi-level (more than two levels) Building, shall be permitted upon any Lot unless the Enclosed Floor Area contained within all levels of such Building, excluding any basement or walkout basement, shall contain not less than one thousand nine hundred (1,900) square feet of total finished floor space.

The Developer or the Developer's assignee of the Developer's Rights as the Developer, or the Board of Directors of the Association or its Architectural Control Committee, whoever or whichever holds the Architectural Control Powers in accordance with this ARTICLE VII, may waive the minimum size requirements set forth in this Section 5 of this ARTICLE VII, as to any Lot within The Cascades Plat 2, if the Developer, such assignee, such Board or its Architectural Control Committee (whoever or whichever then holds Architectural Control Powers), in its sole, absolute, unlimited and unfettered discretion finds it appropriate to do so. No requirement that the Developer, the Developer's assignees of the Developer's rights as the Developer, or the Board of Directors of the Association or its Architectural Control Committee strictly require that Buildings conform to the minimum size requirements provided for by this Section 5 for The Cascades Plat 2, is to be deemed to be expressed or implied or assumed. On the other hand, the Developer, the Developer's assignees of the Developer's Rights as the Developer, the Board of Directors of the Association or its Architectural Control Committee, whoever or whichever holds the Architectural Control Powers under this ARTICLE VII, shall be permitted to strictly enforce and to require strict compliance with the minimum size requirements provided for by this Section 5 for The Cascades Plat 2 which is hereby annexed to the Development to any Lot in The Cascades Plat 2. The minimum size requirements imposed by this Section 5 upon each Lot of The Cascades Plat 2 are imposed solely for the benefit of the Developer, and the Developer's assignees of the Developer's Rights as the Developer, and not for the benefit of any Lot Owner or other person or party whomsoever.

All required minimum square footage areas hereinabove described in this Section 5 of this ARTICLE VII shall be deemed to mean to and to refer to "Enclosed Floor Area" of finished floor space within a Building, as determined from the outside measurements of the Building. "Enclosed Floor Area" shall be computed on the basis of outside measurements of the Building. However, such outside measurements shall not include any garages, carports, porches (whether or not enclosed), screened in porches, sun porches, patios, attics, decks (whether or not

enclosed) or finished or unfinished space or basement, cellar or walk out basement space. “Enclosed Floor Area” shall mean and shall be deemed to mean only those portions of the space within a Building which are intended for living, sleeping, eating or cooking, on a year round basis, and shall also include (and shall further include) the reasonable areas included within reasonable, normal, ancillary bathrooms, utility areas, pantries, laundry space and other similar, reasonable accessory floor space; provided that all such accessory floor space must be finished and intended for year round use. Any finished or unfinished space in a “basement” (including a walk out basement) or “cellar” shall not be included within Enclosed Floor Area. If there are any disputes or disagreements “Enclosed Floor Area,” or as to whether or not a Building includes the necessary Enclosed Floor Area, then such disputes shall be conclusively resolved by the Developer, or the Board of Directors of the Association, or its Architectural Control Committee, whoever then holds the Architectural Control authority pursuant to this ARTICLE VII, and all such decisions shall be binding upon all parties.”

B. Amendment to Section 6. ARTICLE VII of the Declaration shall be and it is hereby further amended by striking therefrom Section 6 of such ARTICLE VII, which appears beginning on page 35 of the Declaration, and by substituting in lieu of such Section 6 a new Section 6 to read as follows:

“Section 6. Roof Pitch and Materials for Roofs. All One Family Dwellings/Buildings placed within each of Lots 157 through 210, both inclusive, of The Cascades Plat 2, must have a pitched roof, and such roof must rise or fall six feet (6’) within each twelve feet (12’) of horizontal distance (which is to say that each roof placed on a Building on any of such Lots must be pitched on at least a 6:12 basis). The shingle colors for shingles on the roofs of Buildings on each of such Lots must be weathered wood, charcoal, dark gray or black. No red, green, white or other colored roof may be installed without the prior consent of the Developer, the Board of Directors of the Association, or its Architectural Control Committee, whoever or whichever then holds the Architectural Control Powers under this Declaration.”

C. Amendment to Section 7/Exterior Finish Materials. ARTICLE VII of the Declaration as it applies to the Lots within The Cascades Plat 2 shall be and it is hereby further amended by striking therefrom Section 7 of ARTICLE VII thereof, and by substituting in lieu of such Section 7 a new Section 7 to read as follows:

“Section 7. Finishes and Garages for Buildings in The Cascades Plat 2. Any Building located on any of Lots 157 through 210, both inclusive, of The Cascades Plat 2, shall have a minimum of fifty percent (50%) of the front covered in brick, stone, stucco or EIFS. All of such Buildings shall have a minimum of an attached two (2) car garage.”

D. Remaining Provisions. All provisions of ARTICLE VII of the Declaration not amended hereby shall continue in full force and effect as written and all of ARTICLE VII, as hereby

amended, shall apply to each of the Lots, Lots 157 through 210, both inclusive, of The Cascades Plat 2.

SIXTH. Remaining Provisions to Remain in Effect. All provisions of the Declaration which are not modified hereby shall continue in full force and effect, as written, and shall, as written, be applicable to The Cascades Plat 2 and each Lot contained therein. The Declaration, as modified hereby, shall be applicable to The Cascades Plat, and each Lot and Common Area and Common Element contained therein, and shall constitute covenants running with the land of each of the said Lots, Common Areas and Common Elements.

IN WITNESS WHEREOF, the Developer has executed this Annexation Declaration on the day and year hereinabove first set forth.

LPBW DEVELOPMENT CO., LLC  
By: [Signature]  
Robert A. Wolverton, its Manager

STATE OF MISSOURI     )  
  ) SS  
COUNTY OF BOONE     )

On this 30<sup>th</sup> day of October, 2003, before me, the undersigned, a notary public in and for the State of Missouri and County of Boone, at my office in Columbia, Missouri, personally appeared Robert A. Wolverton, to me personally known, who being by me first duly sworn did state and acknowledge that LPBW Development Co., LLC is a limited liability company of the State of Missouri; that he is the manager of such limited liability company; that as such he executed the foregoing document in the name of and on behalf of the said limited liability company; and that the foregoing documents constitutes the free act and deed of said limited liability company.

IN TESTIMONY WHEREOF, I have hereunto affixed my hand and notarial seal at my office in Columbia, Missouri on the day and year hereinabove first written.

Jack E. Smith  
Notary Public - Notary Seal  
State of Missouri  
Boone County  
My Commission Expires Dec. 8, 2006.

[Signature]  
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Jack E. Smith, Notary Public  
Boone County, State of Missouri  
My commission expires 12-8-06.