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Filed for record July 26 19 91 at 3:04:51 P M in Boone Co. Mo.
Document No. 1434 recorded in Book 1544 Page 484 Bettie Johnson, Residue of Deeds

RESTRICTIVE COVENANTS OF GARDEN CITY PLAT 8
AND PLAT 9

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the undersigned constitute all of the owners of all of the following described real estate situated in Boone County, Missouri, to-wit:

- a) Lots One (1) through Twenty-eight (28), inclusive, of Garden City Plat 8 as shown by plat recorded in Plat Book 32, Page 15, Deed Records of Boone County, Missouri.
- b) Lots Twenty-nine (29) through Thirty-four (34), inclusive, and Lots Thirty-six (36) through Fifty-eight (58), inclusive, of Garden City Plat 9 as shown by plat recorded in Plat Book 32, Page 79, Deed Records of Boone County, Missouri.

WHEREAS, the undersigned desire to place the restrictions and covenants contained herein upon all of the above described lots for our own benefit and for the benefit of all future owners of said lots; and

WHEREAS, the undersigned desire that said restrictions and covenants shall constitute covenants running with the land and the present and all future successive owners of said lots shall have the right to invoke and enforce said restrictions;

NOW, THEREFORE, the undersigned do hereby impose the restrictions and covenants hereinafter set out on all of the above described lots, being Lots One (1) through Twenty-eight (28), both inclusive, of Garden City Plat 8 as shown by plat recorded in Plat Book 32, Page 15, Deed Records of Boone County, Missouri, and Lots Twenty-nine (29) through Thirty-four (34), inclusive, and Lots Thirty-six (36) through Fifty-eight (58), inclusive, of Garden City Plat 9, Plat Book 32, Page 79, Deed Records of Boone County, Missouri, which restrictions shall be considered as covenants running with the land whether or not the same are mentioned in subsequent conveyances, and said restrictions shall be binding upon the undersigned and our successors in title and upon our successors and assigns forever:

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USE RESTRICTIONS

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1. That each said lot and the dwelling erected on each lot shall be used only for single family residential dwelling purposes and for no other purpose.

2. No dwelling shall be permitted on any lot unless the following requirements are met:

a) The finished living area of the ground floor of a one-story dwelling must contain not less than 1,200 square feet.

b) The finished living area of the ground floor of a two-story dwelling must contain not less than 900 square feet and the total finished living area of both the ground floor and the upper floor of a one and one-half story or two-story dwelling must contain not less than 1,400 square feet.

c) The total finished living area of all floor levels of a split level, tri-level, four-level or greater numbered level dwelling must contain not less than 1,400 square feet and the main floor level must contain not less than 600 square feet.

The term "finished living area" as used herein shall be exclusive of and shall not include basement area, open porches, patios and garages.

3. No dwelling shall be permitted on any lot unless it contains an attached garage for two (2) or more automobiles.

4. Not more than one single family dwelling with an attached garage shall be permitted on any lot. No detached buildings nor any outside storage shed (permanent or portable) shall be permitted on any lot without the prior written consent of the Architectural Control Committee.

5. No dwelling shall be permitted on any lot unless not less than seventy percent (70%) of the entire front wall space of the dwelling (excluding windows, doors and area above the windows) is composed of brick, stone or stucco construction

material; provided however, the requirements of this paragraph may be waived in writing by the Architectural Control Committee.

In the event vinyl siding is installed on the exterior side or rear walls of a dwelling, said vinyl siding must be equal to or better than the mainstream vinyl siding manufactured by Certainteed.

6. No dwelling shall be permitted on any lot unless the roof contains a pitch which shall not be less than five (5) inches of vertical drop for each twelve (12) inches of roof "run".

7. No flue or chimney shall be constructed adjacent to the exterior wall of any dwelling unless the same is entirely enclosed with masonry or the same material as the exterior siding on the dwelling.

8. No dwelling with attached garage, or other structure permitted by the Architectural Control Committee, shall be located closer to the boundary line of any lot than the building lines shown on the plat of the subdivision where the lot is located.

9. No dwelling shall be permitted on any lot unless the lot also contains a driveway leading from the public street to the garage attached to the dwelling and unless said driveway is of sufficient width that two (2) automobiles may be parked side by side on the driveway.

10. No fence shall be constructed on any lot closer to the boundary lines of the lot than the building lines shown on the subdivision plat unless otherwise approved by the Architectural Control Committee.

11. No personal property, with the exception of operative automobiles or operative pickup trucks not to exceed one ton in size, shall be placed or stored in the open on any lot nearer to the boundary lines of the lot than the building lines shown on the subdivision plat.

12. No vehicle, with the exception of operative automobiles or operative pickup trucks not to exceed one ton in size, shall

be parked, placed or stored overnight upon any of the public roadways located in the above described subdivision.

13. No uncovered parking area or space on any lot shall be used for parking of a trailer, truck, boat, mobile home, camper, recreational vehicle or anything else other than operative automobiles or operative pickup trucks not to exceed one ton in size for the personal use of the occupants of the dwelling on the lot.

14. No partially dismantled, non-operating, wrecked, junked or discarded vehicle or equipment of any kind shall be permitted to remain upon any lot or upon any of the public roadways abutting any lot.

15. That portion of the yard area on any lot containing a dwelling must be sodded in the area between the front boundary line of the lot and the rear line of the dwelling (extended to each side lot line) and the remainder of said yard must be seeded with grass, and said sodding and seeding must be completed as soon as possible after the completion of the construction of the dwelling on said lot. In addition the front yard area of any lot containing a dwelling must contain not less than two (2) trees having a diameter greater than one and one-quarter inches (1-1/4") and must have not less than six (6) shrubs with mulch beds.

16. No doghouses, dog pens or dog runs may be constructed upon any lot without the prior written consent of the Architectural Control Committee.

17. No exterior antenna or electronic dish shall be permitted on the exterior of any building on a lot or upon any lot exterior to the building on the lot without the prior written consent of the Architectural Control Committee.

18. No mailbox shall be permitted on any lot or in the public roadway adjacent to any lot unless and until the design of the same is approved in writing by the Architectural Control Committee.

No street address designation or house number shall be permitted on any lot unless and until the design of the same is approved in writing by the Architectural Control Committee.

19. No above ground swimming pool shall be permitted on any lot.

20. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to a neighbor or the neighborhood.

21. No temporary structure, basement, tent, shack, trailer or mobile home shall be used on any lot at any time as a residence, either temporary or permanent.

22. No animals, livestock, poultry or reptiles of any kind shall be raised, kept or bred on any lot, except that dogs, cats or other household pets may be kept provided they are not kept, bred or maintained for any commercial purpose.

23. No sign of any kind shall be displayed to the public view upon any lot except signs used to advertise the property for sale or rent and except the undersigned may maintain development and construction signs on the lots owned by the undersigned until the undersigned has sold all of the aforesaid lots.

24. No lot shall be used or maintained as a dumping ground, and rubbish, trash, garbage or other waste shall not be kept on the premises of any lot except in sanitary containers. All containers or other equipment for the storage or disposal of such materials must be kept in a clean and sanitary condition.

25. No structure, planting or other materials shall be placed or permitted to remain on the easement areas as shown on the Plat of the subdivision which may damage or interfere with the installation and maintenance of the utility facilities.

26. No grass, weeds or other vegetation of excessive height shall be permitted upon any lot, and any shrubbery upon any lot shall be kept neatly trimmed.

27. No quarrying operations, mining operations, mineral excavations, oil drilling, gas drilling or mineral drilling shall be permitted on any lot.

28. No fence, wall, hedge or shrub planting obstructing sight lines at elevations between two (2) and six (6) feet above the roadway shall be placed or permitted to remain on any corner

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lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner the lot line shall be extended into the intersection on imaginary lines until they meet with the twenty-five (25) feet dimension to be measured from the point where said imaginary lines meet in the intersection.

ARCHITECTURAL CONTROL

29. No dwelling, building, fence, wall or other structure or improvement shall be erected, constructed, placed, altered or maintained on any lot, unless the plans and specifications therefor have been approved in advance, in writing, by the Architectural Control Committee hereinafter described. The person proposing or desiring to do any of the foregoing shall submit plans and specifications for the same to the Architectural Control Committee and said plans and specifications shall include the following:

- a) Two (2) copies of the plans for the dwelling, building or other improvement showing all dimensions, interior floor plans and exterior elevations, and describing the exterior appearance; and
- b) Specifications for the dwelling, building or other improvement; and
- c) A landscape plan or description of landscaping to be provided.

All of the above documents must be submitted to the Architectural Control Committee. If fewer than all of the documents hereinabove described are presented to the Architectural Control Committee, then the submission shall be deemed to be incomplete, and need not be considered by the Architectural Control Committee. The Architectural Control Committee shall not be required to act until it has received a complete submission, including all of the documents hereinabove described and such documents must at least do the following:

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i) Show the elevations of all of the improvements;

ii) Contain site plans, which show the site location of the dwelling, building or improvements;

iii) Contain floor plans for the dwelling, building or improvements;

iv) Show and describe, in detail, exterior finish materials for the dwelling, building or improvements, including a specific description as to whether same are stain/clear wood finish on all wood exteriors, paints and paint colors, types of brick or stone (including type, nature and manufacturer of brick or stone and brick or stone colors), roofing material types, kinds and colors, a specific description of stone and types of stone finishes, and a very specific description of all exterior finish material;

v) Show or describe in detail landscaping, including locations, types and sizes of landscaping material;

vi) Show all interior and exterior dimensions;

vii) Contain all other data reasonably deemed necessary by the Architectural Control Committee so that the Architectural Control Committee can reasonably make a determination as to whether said dwelling, building or improvement is compatible with surrounding structures and topography, and with other dwellings, buildings and improvements subject to these Covenants and with the existing character of the neighborhood, and with the character of the neighborhood planned by the Architectural Control Committee.

In addition, no exterior addition to, or change to, or alteration of any dwelling, building, fence, wall, structure or improvement (or change in the exterior color of any dwelling, building or improvement, or in the exterior finish materials of any dwelling, building or improvement) located within a lot shall

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be made, commenced or maintained within a lot until two (2) copies of the plans and specifications therefor, which fulfill all of the requirements for the plans and specifications for new structures and improvements hereinabove set forth, have been provided to and have been approved, in writing, by the Architectural Control Committee, as being compatible with the site for same, and surrounding dwellings, buildings, improvements and topography, and with the general character of the neighborhood and the existing structures located therein, and with the type of development planned by the Architectural Control Committee.

Two (2) copies of all plans and specifications hereinabove described shall be submitted to the Architectural Control Committee, which shall be entitled to retain one copy thereof following its approval, so as to enable the Architectural Control Committee to monitor compliance with the plans and specifications approved by it. Determinations of the Architectural Control Committee shall be made by it, in its sole, absolute, unlimited and unmitigated discretion. No requirement of reasonableness on the part of the Architectural Control Committee shall be deemed to be expressed or implied. All determinations of the Architectural Control Committee shall be binding and absolute. In any event, the Architectural Control Committee shall not be required to approve any dwelling, building, fence, wall, structure or improvement or addition to, or change to, or alteration upon (or change in exterior colors or materials), unless such Architectural Control Committee, in its sole, absolute, unlimited and unmitigated discretion finds that the plans and specifications show that same would be in harmony with the location therefor, and with the site therefor, and with the surrounding structures and topography, and that same would be in keeping with the general scope and character of the existing neighborhood, and with the existing and contemplated structures to be located thereon, and that same would be of at least the same quality as the then existing structures located on lots subject to these Covenants, and that same would be of at least the same quality as

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the average of the quality of the existing structures then located on lots subject to these Covenants and of the structures which the Architectural Control Committee anticipates will be placed on the lots subject to these Covenants and that same satisfies the minimum size requirements set forth above. In the event the Architectural Control Committee, or its designee, fails to approve or disapprove any plans and specifications submitted to it within thirty (30) days after such plans and specifications have been submitted to it, or in any event if no suit to enjoin the construction has been commenced prior to completion thereof, approval of the said committee shall not be required. However, as indicated above the Architectural Control Committee shall not be required to act upon an incomplete submission. The Architectural Control Committee shall be required to act only when it receives a complete submission, including all documents hereinabove described, which fulfill all of the requirements hereinabove described.

30. The initial Architectural Control Committee shall be composed of SAM H. BOYCE, R. EDWARD BERENDZEN and JOHN GAGE. The Architectural Control Committee may designate in writing a representative to act for it. SERR, L.L.C., a Missouri limited liability company, shall have the right to remove any member of the committee and to designate the new members of the committee and to change the number of members of the committee so long as it owns any of the above described lots. In the event of the death, resignation or removal of any member of the committee, SERR, L.L.C., a Missouri limited liability company, shall designate the successor member of the committee so long as it owns any of the above described lots.

After all of the above described lots have been sold by SERR, L.L.C., a Missouri limited liability company, the Architectural Control Committee shall be the Board of Directors of the Association referred to below herein.

No member of the Architectural Control Committee shall receive any compensation for services performed.

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The Architectural Control Committee shall have authority to interpret the provisions of these restrictions.

31. Any personal interests, or alleged personal interests, of a member of the Architectural Control Committee with respect to matters to be submitted to such committee for its determination shall be waived as a disqualification and a member of the Architectural Control Committee shall be permitted to participate in any decisions, whether or not such member has or arguably has an interest in the matter to be decided by the committee. As hereinabove indicated, all determinations of the Architectural Control Committee shall be final and binding. The Architectural Control Committee shall have sole, absolute, unlimited and unmitigated discretion with respect to all matters submitted to it for its determination, and no requirement that it be reasonable in its action shall be deemed to be expressed or implied, as all such requirements are waived and eliminated in their entirety.

32. That notwithstanding any other provisions contained herein, the Architectural Control Committee(s) and the members thereof shall be exempt from, and shall not be liable for, any claims, actions, causes of action, demands, losses, suits, liability or expenses of any kind, nature or description whatsoever, so long as they act in good faith. The sole requirement shall be that they act in good faith. If the members act in good faith, then all determinations made by them shall subject them to no liability or responsibility of any kind, nature or description whatsoever, under any circumstance whatsoever. In no event shall any member of the Architectural Control Committee(s) be liable in any action for damages. The sole rights of a party seeking relief against the Architectural Control Committee(s) or a member of the Committee(s) shall be to seek an order of court, or of a tribunal of appropriate jurisdiction, requiring that the Architectural Control Committee(s) or any member thereof take any action which the petitioning party deems to be legally required of the committee or such member. The sole requirement shall be that the committee, in exercising its sole, absolute, unlimited

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and unmitigated discretion, act in good faith, and that it not act in an arbitrary, capricious or malicious manner.

ASSOCIATION

33. SERR, L.L.C. shall not later than January 1, 2001 cause to be incorporated a not-for-profit corporation under the laws of the state of Missouri to be known as Garden City Homeowners Association, a Missouri not-for-profit corporation, referred to herein as "Association" and the Association shall have the power to perform the purposes set out below herein. Each owner of a lot subject to this Declaration shall be a member of the Association. The membership appurtenant to any lot shall not be separated from ownership of the lot. The Association shall be governed by the following provisions and shall have the following rights, powers, duties and responsibilities, to-wit:

a) The Association shall be governed by a Board of Directors, which shall consist of three (3) Directors appointed by SERR, L.L.C. until SERR, L.L.C. no longer owns any of the above described lots. Thereafter the Directors shall be elected by the members of the Association who shall be entitled to one vote for each lot owned for the election of the Board of Directors. When more than one person holds an interest in any lot, all such persons shall be members and shall have one vote for such lot which shall be exercisable as the owners of the lot may determine but in no event shall more than one vote be cast with respect to any lot. The initial Board shall have one Director serving a three (3) year term, one Director serving a two (2) year term and one Director serving a one (1) year term. Each year one new Director shall be elected so as to maintain a total membership on the Board of three (3). The election of Directors and the conduct of all affairs of the Association, shall be in accordance with the Articles of Incorporation and the By-laws established by the Directors of the Association, insofar as

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such By-laws do not conflict with the provisions of this document and in case of conflict the provisions of this document shall control. After SERR, L.L.C. no longer has the right to appoint the members of the Board of Directors of the Association, the members of the Association shall have the right by majority vote to modify, amend or revoke any decision of the Board of Directors of the Association and shall have the right by majority vote to make any and all decisions of the Association.

b) Each owner of a lot by acceptance of a Deed, Contract for Deed or other form of conveyance therefor, whether or not it shall be so expressed in any such deed, contract or other conveyance, shall be deemed to covenant and agree to pay to the Association annual assessments and special assessments to be fixed, established and collected from time to time as hereinafter provided. The annual assessments and special assessments, together with interest thereon and costs of collection as hereinafter provided, shall be a lien upon the lot against which such assessment is made. Each such assessment, together with interest thereon and costs of collection thereof as herein provided, shall also be the personal obligation of the person who was the owner of such lot at the time the assessment was imposed.

c) The annual and special assessments shall be used for the purposes of the Association including but not limited to the following:

1. To own, control, operate, improve, alter, repair and maintain the Park Area described below herein and to install buildings, structures and improvements of all types thereon.

2. To own, control, operate, improve, alter, repair and maintain any of the real estate

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within the boundaries of the real estate made subject to the provisions of this document and to use the same as common area for the benefit of all lot owners.

3. To own, control, operate, improve, alter, repair and maintain any of the real estate within the general vicinity of the real estate made subject to the provisions of this document and to use the same as common area for the benefit of all lot owners.

4. To maintain such insurance on the common areas owned and/or controlled by the Association as the Association deems appropriate.

5. To pay any and all taxes and assessments levied, if any, upon all property owned and/or controlled by the Association.

6. To carry out and exercise all of its rights, powers and duties and to perform all of its obligations as set out herein.

7. To enforce all of the provisions of this document and to pay the expense of enforcing the provisions of this document including attorney fees and court costs.

8. The term "common areas" as used above herein shall include all real estate owned and/or controlled by the Association and designated as "common areas" by the Association.

d) The assessments of the Association shall be assessed equally against each lot and the owner(s) thereof which is subject to assessment as provided herein. The Association is hereby empowered to make and collect during each year from the owner(s) of each lot an assessment in a sum sufficient for the above stated purposes, along with a reasonable balance for the purpose of unanticipated expenses. Special assess-

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ments shall be made and collected by the Association as required for the purpose set forth in this document.

e) If any assessment is not paid on the due date, then such assessment shall become delinquent and shall, together with interest and costs of collection, thereupon become a continuing lien on the lot which shall bind such property in the hands of the owner, and said owner's heirs, devisees, personal representatives and assigns. The Association may file a notice of lien with the Boone County Recorder of Deeds for delinquent assessments. The personal obligation of the then owner to pay such assessment, however, shall remain said owner's personal obligation and shall also pass to and be the personal obligation of said owner's successors in title to the lot.

f) If any assessment is not paid when due, the assessment shall bear interest from the date of the delinquency at the rate of twelve percent (12%) per annum, and the Association may bring an action at law against the owner personally obligated to pay the same or an action to foreclose the lien against the property, or both, and there shall be added to the amount of such assessment and interest the reasonable attorney fees incurred in collection. No owner may waive or otherwise escape liability for the assessment provided for herein by claimed nonbenefit or nonuser of the benefits for which the assessment is imposed.

g) The lien of any assessment provided for herein shall be subordinate to the lien of any deed of trust now or hereafter placed upon a lot subject to assessment; provided however, that such subordination shall apply only to the assessments which have become due and payable prior to the date of sale or transfer of such property pursuant to a foreclosure, or any other proceedings in lieu of foreclosure. Such sale or

transfer shall not relieve such property from liability for any assessment thereafter becoming due, nor from the lien of any such subsequent assessment. Such sale or transfer shall not relieve the personal obligation of the property owner for the assessment coming due during the time he or she owned the property.

PARK AREA

34. SERR, L.L.C. agrees that not later than January 1, 2001 it will convey to Garden City Homeowners Association, a Missouri not-for-profit corporation, fee simple marketable title in fact to the above described real estate, herein referred to as "Park Area", to-wit:

Lot Thirty-five (35) of Garden City Plat 9 as shown by plat recorded in Plat Book 32, Page 79, Deed Records of Boone County, Missouri.

except SERR, L.L.C. shall have the right to reserve such utility and drainage easements as reasonably necessary in connection with the development of the real estate subject to the provisions of these Covenants.

The Association shall thereupon control, operate, maintain and retain title to said property for the use and benefit of the owners of all of the lots made subject to the provisions of these Covenants as a recreational area. The Association shall have complete control of the Park Area and shall have the power to adopt, prescribe and enforce rules and regulations with respect to the use of the Park Area by the lot owners. The Association is authorized to contract for and to obtain such policies of insurance as it deems necessary or appropriate concerning the use, operation and maintenance of the Park Area. The Association may not convey title to the Park Area to any other entity or person without the prior written consent of the owners of not less than three-fourths (3/4) of the lots then subject to the provisions of these Covenants.

MODIFICATION

35. At any time hereafter any of the foregoing Restrictive Covenants may be amended, modified or abrogated upon the written

consent of both (a) the owners of two-thirds (2/3) or more of the lots subject to these covenants and (b) SERR, L.L.C. or the assignee of its rights as Developer hereunder; provided however, after SERR, L.L.C. or the assignee of its rights as Developer hereunder ceases to own any of the lots subject to the provisions of these Restrictive Covenants, any of the foregoing Restrictive Covenants may be amended, modified or abrogated upon the written consent of the owners of two-thirds (2/3) or more of the lots subject to these Restrictive Covenants.

ENFORCEMENT

36. SERR, L.L.C. and/or the owner of any of the lots subject to these covenants may enforce these covenants and shall have the right to proceed in law or in equity, or both, against any person or persons violating or attempting to violate any of these covenants, either to restrain violation or to restore damages, or both, and said remedies shall be cumulative and not exclusive, and in said legal proceedings the prevailing party shall have the right to recover from the other party or parties all reasonable costs incurred in enforcing the provisions of these Restrictive Covenants, including a reasonable attorney fee.

DEVELOPER RIGHTS

37. SERR, L.L.C. shall have the right to assign all of its rights hereunder as Developer of the lots subject to the provisions of these Restrictive Covenants to any other person or persons but any such assignment must be in writing expressly referring to this paragraph number and said assignee or assignees must be an owner of a lot subject to the provisions of these Restrictive Covenants, and said Developer rights shall include but not be limited to the right to remove, designate and change the number of the members of the Architectural Control Committee as referred to in paragraph 30 above, the right to amend, modify or abrogate the provisions of these Restrictive Covenants as referred to in paragraph 35 above and the right to enforce the provisions of these Restrictive Covenants as referred to in paragraph 36 above.

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38. Invalidation of any of these covenants by judgment or court decree shall not in any way affect the validity of any of the other provisions herein which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have executed this instrument this 22 day of JUNE, 1999.

OWNER AND DEVELOPER:

SERR, L.L.C., a Missouri limited liability company

BY: *Sam H. Boyce*
SAM H. BOYCE, Member

BY: *R. Edward Berendzen*
R. EDWARD BERENDZEN, Member

BY: *Ronald W. Weckenborg*
RONALD W. WECKENBORG, Member

BY: *Ralph D. Strader, Jr.*
RALPH D. STRADER, JR., Member

OWNERS:

R. Edward Berendzen
R. EDWARD BERENDZEN

Carol Berendzen
CAROL BERENDZEN

Samuel H. Boyce
SAMUEL H. BOYCE

E. Allen Curtis
E. ALLEN CURTIS

Ralph Strader
RALPH STRADER

Paulette Strader
PAULETTE STRADER

Randall Stegeman
RANDALL STEGEMAN

Patricia Stegeman
PATRICIA STEGEMAN

Ronald Weckenborg
RONALD WECKENBORG

Laverne Weckenborg
LAVERNE WECKENBORG

Jack Bruns
JACK BRUNS

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Robert K. Lawrence
ROBERT K. LAWRENCE

Martha Quentin
MARTHA QUENTIN

Julius Brady
JULIUS BRADY

Douglas A. Worsham
DOUGLAS A. WORSHAM

Janna D. Worsham
JANNA WORSHAM

Steven D. Mayfield
STEVEN D. MAYFIELD

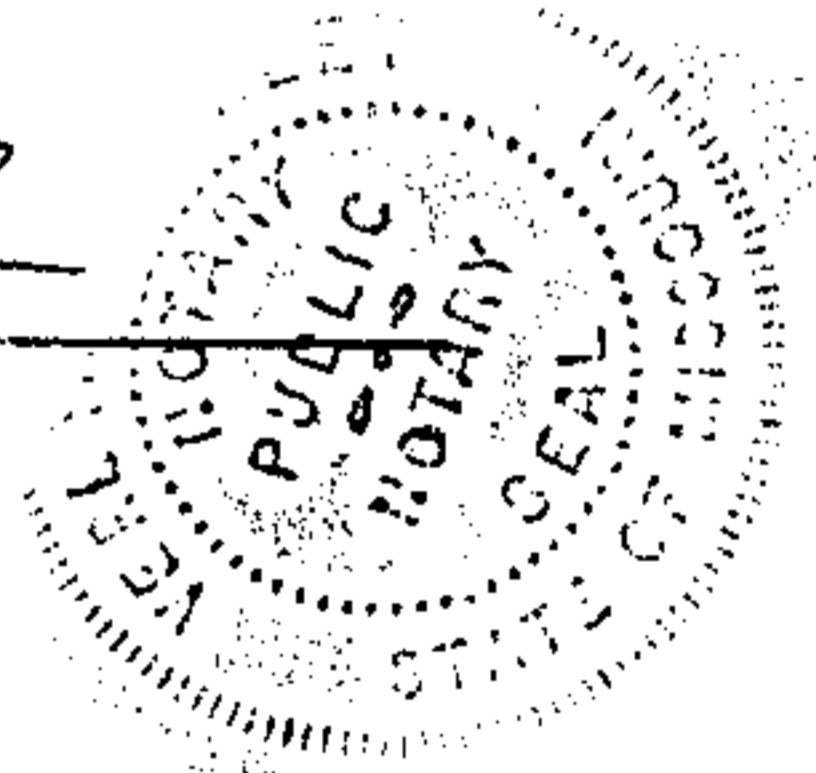
STATE OF MISSOURI)
COUNTY OF BOONE) SS.

Cynthia E. Mayfield
CYNTHIA E. MAYFIELD

On this 29 day of June, 1999, before me personally appeared SAM H. BOYCE, R. EDWARD BERENDZEN, RONALD W. WECKENBORG and RALPH L. STRADER, JR., Members of SERR, L.L.C., a Missouri limited liability company, known to me to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed as said Members.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in Columbia, Missouri, the day and year first above written.

Verlyn G. Staley
Notary Public



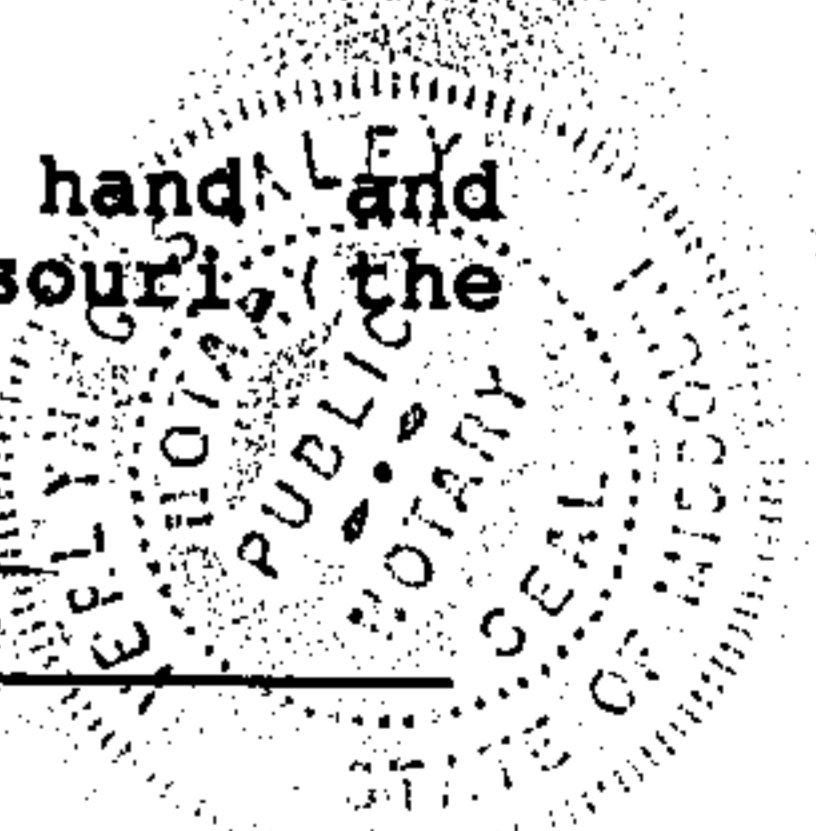
My commission expires:
Verlyn G. Staley
Notary Public, State of Missouri
County of Boone
My Commission Exp. 01/21/2001

STATE OF MISSOURI)
COUNTY OF BOONE) SS.

On this 29 day of June, 1999, before me personally appeared CAROL BERENDZEN, known to me to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in Columbia, Missouri, the day and year first above written.

Verlyn G. Staley
Notary Public



My commission expires:
Verlyn G. Staley
Notary Public, State of Missouri
County of Boone
My Commission Exp. 01/21/2001

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STATE OF MISSOURI)
) SS.
COUNTY OF BOONE)

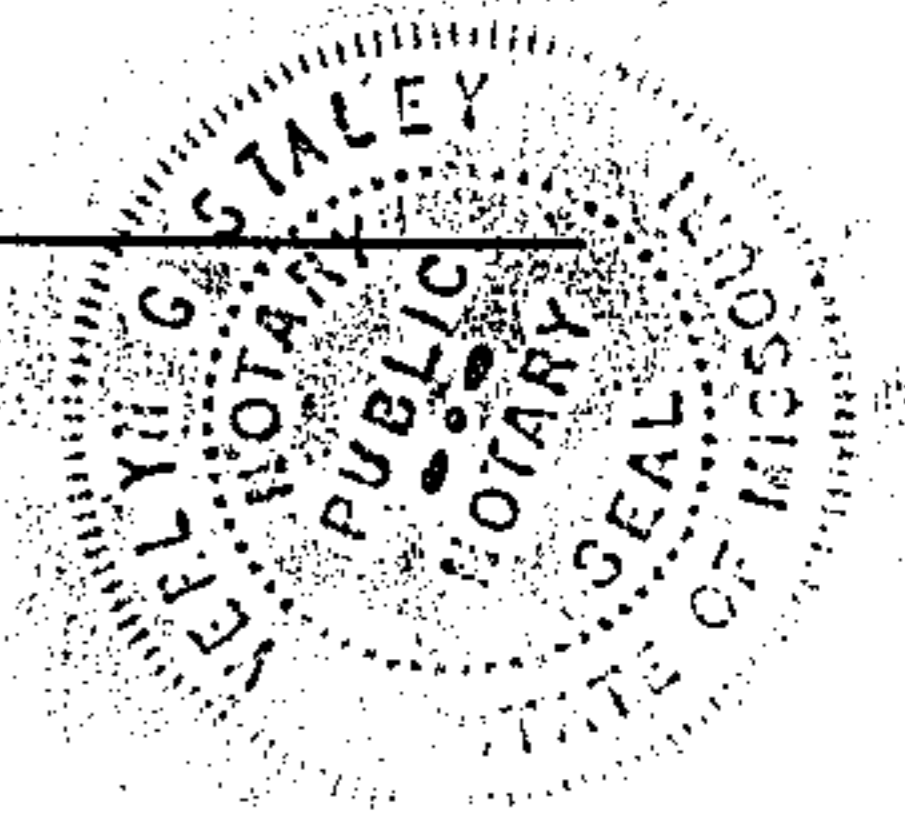
On this 29 day of June, 1999, before me personally appeared PAULETTE STANLEY

known to me to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in Columbia, Missouri, the day and year first above written.

Verlyn G. Staley
Notary Public

My commission expires:
Verlyn G. Staley
Notary Public, State of Missouri
County of Boone
My Commission Exp. 01/21/2001



STATE OF MISSOURI)
) SS.
COUNTY OF BOONE)

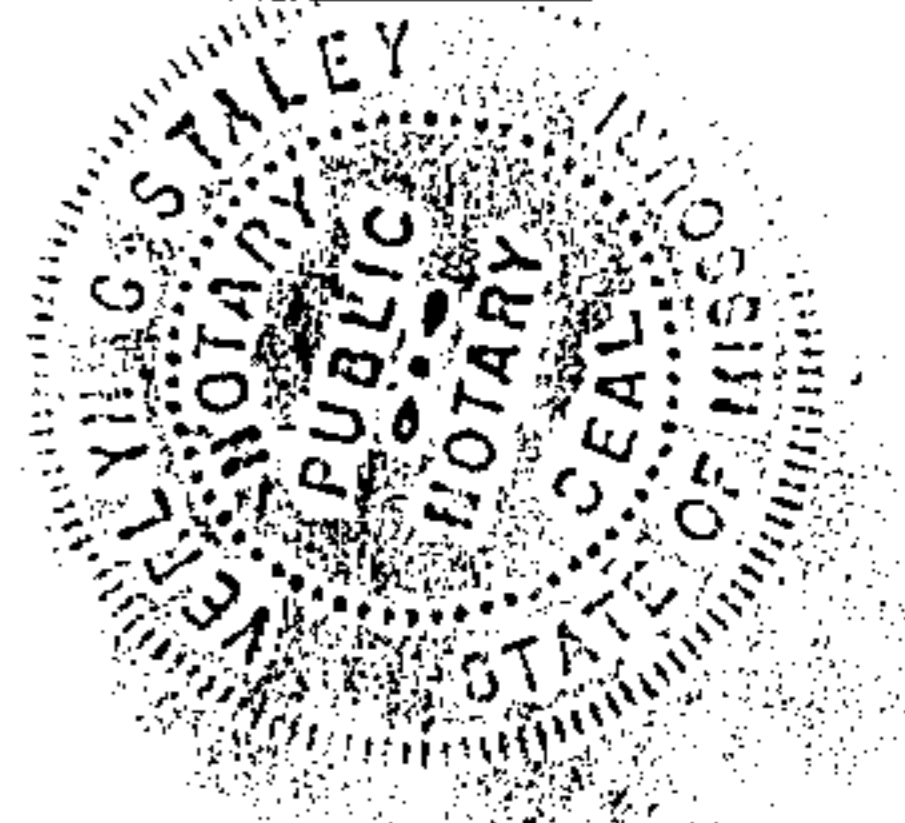
On this 29 day of June, 1999, before me personally appeared PATRICIA STEGMAN + RANDALL STEGMAN

known to me to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in Columbia, Missouri, the day and year first above written.

Verlyn G. Staley
Notary Public

My commission expires:
Verlyn G. Staley
Notary Public, State of Missouri
County of Boone
My Commission Exp. 01/21/2001



STATE OF MISSOURI)
) SS.
COUNTY OF BOONE)

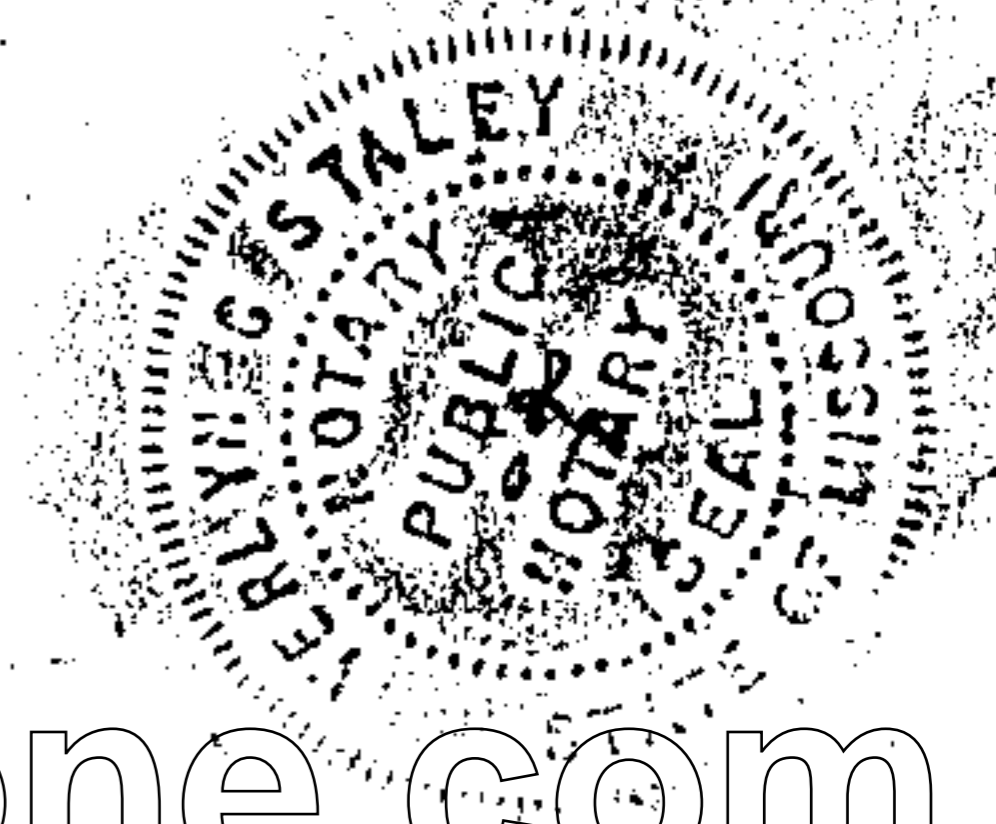
On this 29 day of June, 1999, before me personally appeared LAVERNE WICKWIRE

known to me to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in Columbia, Missouri, the day and year first above written.

Verlyn G. Staley
Notary Public

My commission expires:
Verlyn G. Staley
Notary Public, State of Missouri
County of Boone
My Commission Exp. 01/21/2001



Boone County, Missouri
Unofficial Document

1003

STATE OF MISSOURI)
COUNTY OF BOONE) SS.

On this 29 day of June, 1999, before me personally appeared Jack Lewis

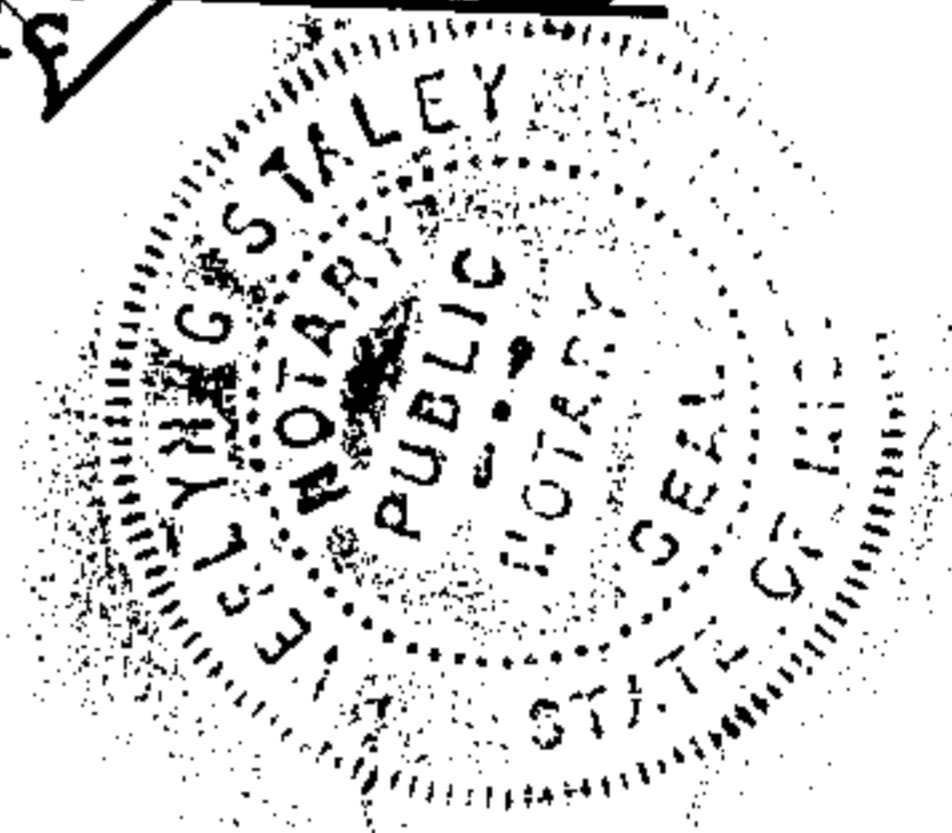
to me to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in Columbia, Missouri, the day and year first above written.

Verlyn G. Staley
Notary Public

My commission expires:

Verlyn G. Staley
Notary Public, State of Missouri
County of Boone
My Commission Exp. 01/21/2001



STATE OF MISSOURI)
COUNTY OF BOONE) SS.

On this 29 day of June, 1999, before me personally appeared E. Hector Curtis

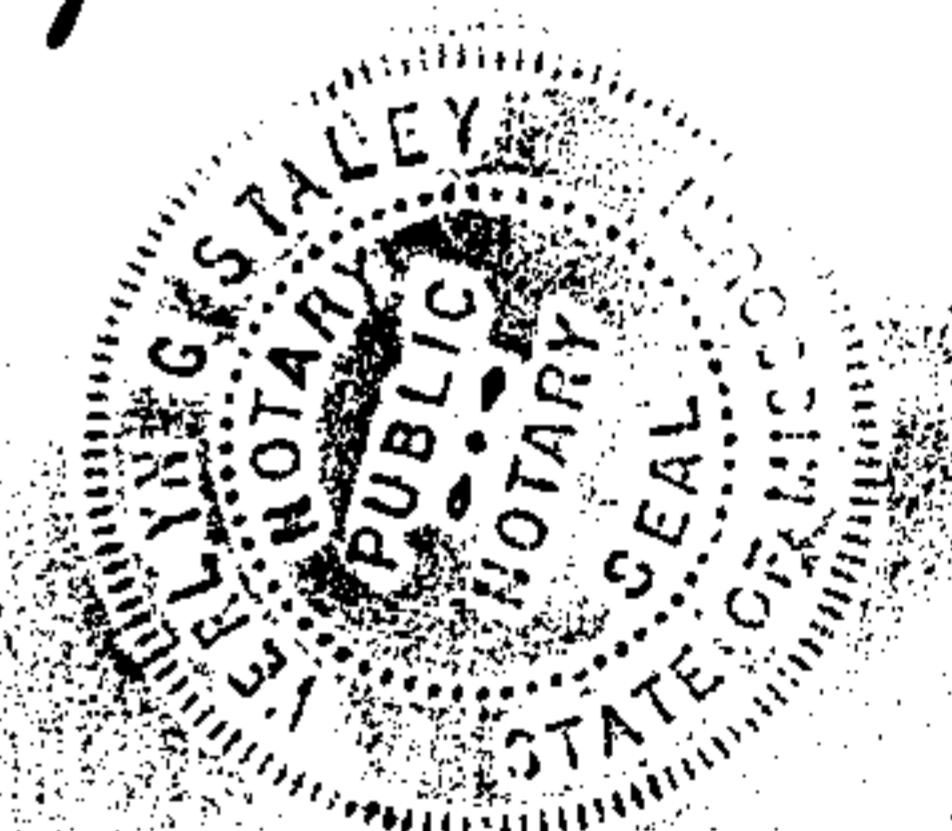
to me to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in Columbia, Missouri, the day and year first above written.

Verlyn G. Staley
Notary Public

My commission expires:

Verlyn G. Staley
Notary Public, State of Missouri
County of Boone
My Commission Exp. 01/21/2001



STATE OF MISSOURI)
COUNTY OF BOONE) SS.

On this 13 day of June, 1999, before me personally appeared Robert L. Lawrence

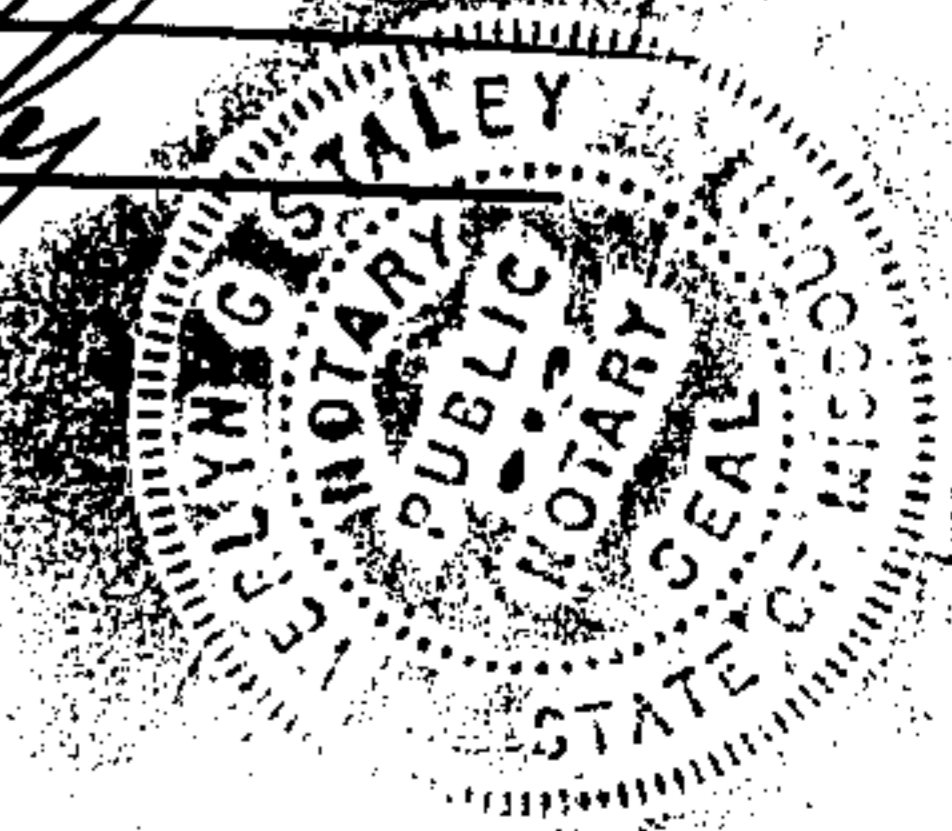
to me to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in Columbia, Missouri, the day and year first above written.

Verlyn G. Staley
Notary Public

My commission expires:

Verlyn G. Staley
Notary Public, State of Missouri
County of Boone
My Commission Exp. 01/21/2001



Boone County, Missouri
Unofficial Document

STATE OF MISSOURI)
) SS.
COUNTY OF BOONE)

1004

On this 14th day of July, 1999, before me personally appeared CYNTHIA E. MAYFIELD AND STEVEN D. MAYFIELD IT/W, known to me to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in Columbia, Missouri, the day and year first above written.

Elizabeth G. Christian
Notary Public

My commission expires:
ELIZABETH G. CHRISTIAN
Notary Public - Notary Seal
STATE OF MISSOURI
BOONE COUNTY
MY COMMISSION EXP. AUG. 29, 2000

STATE OF MISSOURI)
) SS.
COUNTY OF BOONE)

On this 20th day of July, 1999, before me personally appeared Douglas A. Washam, known to me to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in Columbia, Missouri, the day and year first above written.

Kelly D Walker
Notary Public

My commission expires:
3-11-01

KELLY D WALKER
NOTARY PUBLIC STATE OF MISSOURI
BOONE COUNTY
MY COMMISSION EXP. MAR. 11, 2001



STATE OF MISSOURI)
) SS.
COUNTY OF BOONE)

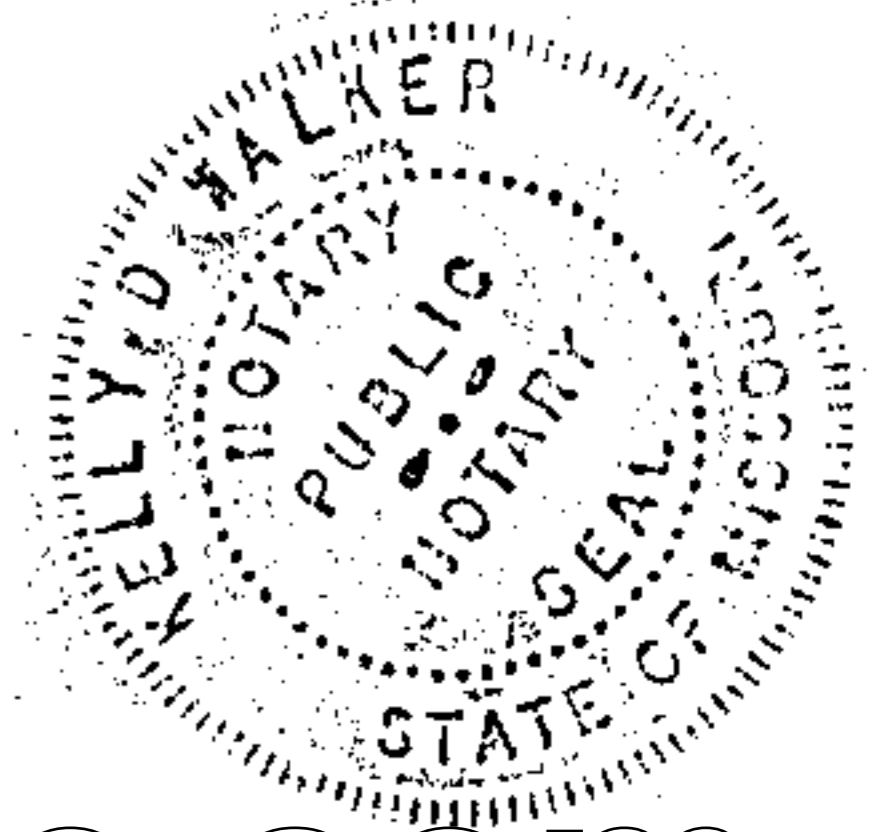
On this 20th day of July, 1999, before me personally appeared Janna Washam, known to me to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in Columbia, Missouri, the day and year first above written.

Kelly D Walker
Notary Public

My commission expires:
3-11-01

KELLY D WALKER
NOTARY PUBLIC STATE OF MISSOURI
BOONE COUNTY
MY COMMISSION EXP. MAR. 11, 2001



Boone County, Missouri
Unofficial Document

STATE OF MISSOURI)

COUNTY OF BOONE)

) SS.

1005

On this 23 day of July, 1999, before me personally appeared Julius Braden.

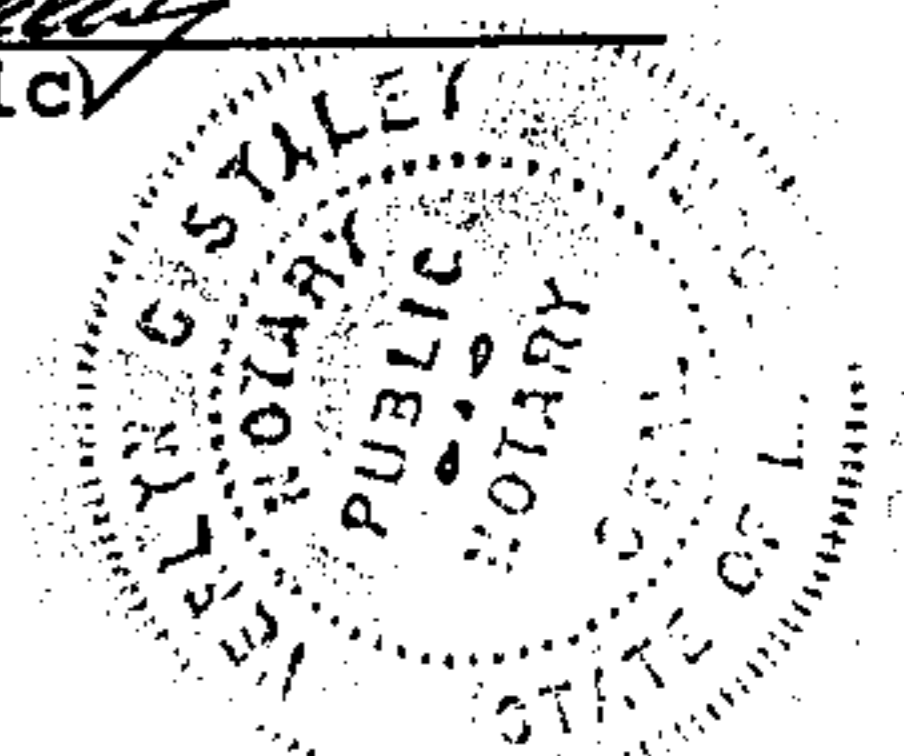
_____, known to me to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in Columbia, Missouri, the day and year first above written.

Verlyn G. Staley
Notary Public

My commission expires:

Verlyn G. Staley
Notary Public, State of Missouri
County of Boone
My Commission Exp. 01/21/2001



STATE OF MISSOURI)

COUNTY OF BOONE)

) SS.

On this 13 day of July, 1999, before me personally appeared MARTHA QUENSTON.

_____, known to me to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in Columbia, Missouri, the day and year first above written.

Verlyn G. Staley
Notary Public

My commission expires:

Verlyn G. Staley
Notary Public, State of Missouri
County of Boone
My Commission Exp. 01/21/2001



STATE OF MISSOURI)

COUNTY OF BOONE)

) SS.

On this 27 day of June, 1999, before me personally appeared R. Edward Berendzen & Samuel H. Bryce & Ralph Strasser & Ronald W. Waskenborg.

_____, known to me to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in Columbia, Missouri, the day and year first above written.

Laura E. Nauser
Notary Public

My commission expires:

Laura E. Nauser
Notary Public---Notary Seal
STATE OF MISSOURI
Boone County
My Commission Expires March 31, 2000

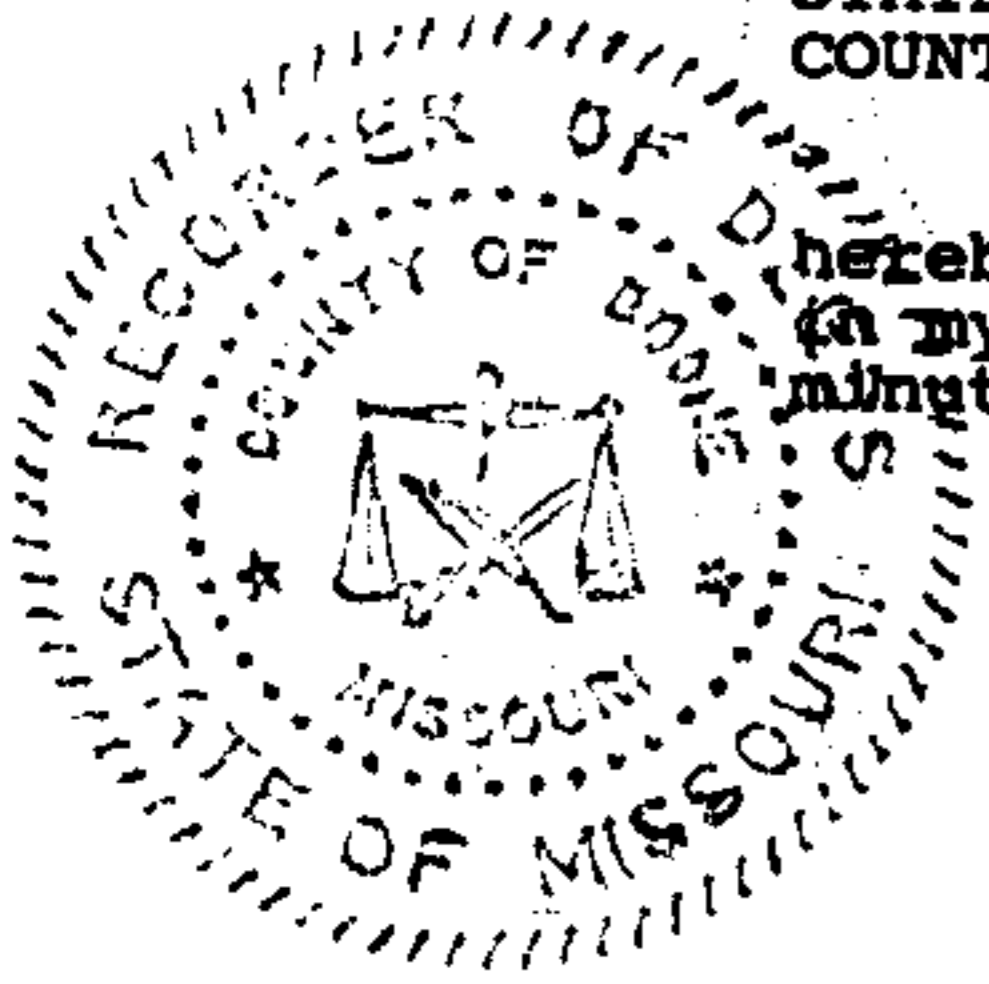
Boone County, Missouri Unofficial Document

1006

2001

STATE OF MISSOURI)
COUNTY OF BOONE) SS.

Document No. 19434



I, the undersigned Recorder of Deeds for said county and state do hereby certify that the foregoing instrument of writing was filed for record in my office on the 26th day of July, 1999 at 3 o'clock and 04:59 minutes PM and is truly recorded in Book 1549 Page 984.

Witness my hand and official seal on the day and year aforesaid.

BETTIE JOHNSON, RECORDER OF DEEDS

by


Nora Distzel

deputy