

CERTIFICATE OF CITY CLERK

0012509

The undersigned certifies as follows:

(1) That she is the fully qualified and acting City Clerk of Platte City, Missouri, fourth class municipal corporation of the State of Missouri ("City"), and keeper of the record thereof, including the journal of proceedings of the Board of Aldermen (the "Governing Body")

(2) That the attached ordinance (the "Ordinance") is a true and correct copy of the Ordinance as finally adopted at a meeting (the "Meeting") of the Governing Body held on April 22, 1997, and duly recorded in her office.

(3) That the attached Proposed Assessment Roll ("Roll") is a true and correct copy of the Roll which was filed in her office on July 18, 1997.

(4) That the impression of the seal affixed below constitutes the official seal of the City and this Certificate is executed under such official seal.

IN WITNESS WHEREOF, the undersigned has hereunto set her hand this 12th day of September, 1997.

[SEAL]

Tanya Bates
TANYA BATES, CITY CLERK

This document has been recorded in the Platte
County Recorder's Office. Contact this office
for certified copies: Recorder of Deeds - Ida Cox,
Box 70, Platte City MO 64079, (816) 858-3320

STATE OF MISSOURI
COUNTY OF PLATTE
I CERTIFY INSTRUMENT RECEIVED

1997 SEP 12 P 2:16.4

RECORDED BOOK 868 PAGE 784
IDA COX, PLATTE CO. RECORDER

Gloria Boyer 29
Deputy 13

0868 PAGE 784

FROM CITY OF PLATTE CITY

89.04.1997 11:15

SEP 04 '97

BILL NO. S97-23

ORDINANCE NO. 926

AN ORDINANCE DETERMINING THE ADVISABILITY OF THE PLATTE VALLEY PLAZA PUBLIC IMPROVEMENT PROJECT AND ORDERING THE ESTABLISHMENT OF THE PLATTE VALLEY PLAZA NEIGHBORHOOD IMPROVEMENT DISTRICT AND THE PREPARATION OF PLANS AND SPECIFICATIONS FOR THE PROJECT.

WHEREAS, a proper petition (the "Petition") was filed with the City Clerk of Platte City, Missouri, on April 18, 1997, pursuant to the Neighborhood Improvement District Act ("Act"), Sections 67.453 through 67.475, inclusive, RSMo, proposing the creation of a neighborhood improvement district (the "District"), legally described on the attached Exhibit and was signed by the owners of at least two-thirds by area of all real property located within the District, and

WHEREAS, the Board of Aldermen of Platte City, Missouri, has reviewed the Petition proposing the creation of the District for the purpose of completing the Platte Valley Public Improvement Project ("Project");

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF PLATTE CITY, MISSOURI, AS FOLLOWS:

Section 1. The Board of Aldermen finds and determines that the Petition was signed by the owners of at least two-thirds by area of all real property located within the District.

Section 2. The Board of Aldermen finds that the Petition was filed in the office of the City Clerk on April 18, 1997.

Section 3. The Board of Aldermen further orders and finds as follows:

- a. The project name for the Project shall be "The Platte Valley Plaza Public Improvement Project."
- b. The nature of the improvements (the "Improvements") is to determine the system improvements needed and to acquire, construct and improve certain water and sewer system improvements including water lines, a pump station and a sewer force main.
- c. The current estimated cost of the Improvements is \$625,000 all of which will be assessed against the property within the District and which shall be revised, if necessary, upon the completion of the plans and specifications for the Project. The final cost of the Project assessed against the property within the District shall be the amount of neighborhood improvement district bonds of the City issued.

therefor shall not exceed the estimated cost of the Improvements by more 25%.

d. The District is generally bounded by 92 Highway on the north, propx Kentucky Avenue on the northeast, proposed Platte valley Drive on the west, Run Trail on the south and the existing Prairie View Road on the southeast east. A legal description of the District is attached as Exhibit A.

e. The proposed method of assessment is as follows:

80% of the total cost shall be assessed against the commercial property within District on a per square foot basis while 20% of the total cost shall be asses against the residential property within the district on a per square foot basis.

Section 4. The Board of Aldermen finds and determines that the Project is advisa and orders the District to be established for the Project.

Section 5. It is deemed that all of the property within the District will be benefit by the Improvements.

Section 6. The Board of Aldermen orders the plans and specifications for the Proje to be prepared and filed with the City Clerk in accordance with the Act.

Section 7. This Ordinance shall be effective as of the date of its passage.

PASSED by the Board of Aldermen this 22nd day of April, 1997.

L. Pearl Brown
Mayor L. Pearl Brown

(SEAL)

ATTEST:

Pat Rickel
Pat Rickel, City Clerk

EXHIBIT A

LEGAL DESCRIPTIONS

EXISTING OVERALL BOUNDARY (TRACT "A")

All that part of the Northwest Quarter and all that part of the Northeast Quarter of S 6, Township 52, Range 34, Platte County, Missouri, being bounded and described as follows: Beginning at the Southwest corner of said Northwest Quarter; thence 0°03'58" West along the West line of said Northwest Quarter, 2621.95 feet (de 2620.68 feet) to the Northwest corner of said Northwest Quarter; thence 88°37'25" East, (deed - North 88°35'50" East), along the North line of Northwest Quarter 738.38 feet to its intersection with the Westerly Right-of-Way of Relocated Route 92 Highway as now established; thence Southwesterly along Westerly Right-of-Way line on a curve to the left, having an initial tangent bearing South 47°55'58" East, a radius of 1270.92 feet, an arc distance of 1203.15 feet to a point on the Westerly Right-of-Way line of Interstate 29, Route as now established; thence South 25°33'17" East, along said Westerly line, 19.02 feet; thence Southeasterly along said Westerly line, on a curve to the left, tangent to the described course, having a radius of 538.37 feet, an arc distance of 434.46 feet; thence South 71°47'32" East, along said Westerly line, 403.82 feet; thence S

48°54'05" West, along said Westerly line, 80.93 feet; thence South 40°5 East, along said Westerly line, 127.47 feet to a point on the East line of said North Quarter; thence South 0°58'29" West, along said East line, 89.76 feet to a point on the Southwesterly line of NW Prairie View Road, as now established; thence S 40°58'13" East, along said Southwesterly line, 1029.71 feet to its intersection with the Northwesterly Right-of-Way line of a 80 foot County Road; thence S 41°50'38" West (deed - South 41°53'34" West), along said Northwesterly Right-of-Way line, 1068.01 feet (deed - 1069.07 feet); thence South 17°21'04" West (- South 17°16'39" West), along said Northwesterly Right-of-Way line, 89.17 (deed - 66.30 feet); thence South 0°11'37" West (deed - South 0°11'51" W along said Northwesterly Right-of-Way line, 5.04 feet (deed - 5.02 feet) to a point on South line of said North West Quarter; thence South 89°12'29" West (deed - S 89°12'20" West) along said South line, 2527.26 feet (deed - 2523.24 feet) to Point of Beginning, except Tract B as shown herein. Containing 147.30 acres, more or less.

Doc. A0868 PAGE 784

All that part of the Northwest Quarter and all that part of the Northeast Quarter of Section 6, Township 52, Range 34, Platte County, Missouri, being bounded and described as follows: Beginning at the Southwest corner of said Northwest Quarter; thence North 0 degrees 03'58" West along the West line of said Northwest Quarter 2621.95 feet (deed-2620.68 feet) to the Northwest corner of said Northwest Quarter; thence North 88 degrees 37'25" East (deed-North 88 degrees 35'50" East), along the North line of said Northwest Quarter 738.36 feet to its intersection with the Westerly right of way line of Relocated Missouri Route 92 as now established; thence Southeasterly along said Westerly right of way line on a curve to the left, having an initial tangent bearing of South 47 degrees 55'58" East, a radius of 1270.92 feet, an arc distance of 1127.47 feet; thence South 51 degrees 35'42" East, 991.34 feet to a point on the Westerly right of way line of the old South bound line of U. S. Highway 71 as now established; thence South 40 degrees 58'13" East, (deed-South 40 degrees 47'09" East), along said Westerly right of way line, 1072.26 feet to its intersection with the Northwesterly right of way line of a 60 foot County Road; thence South 41 degrees 50'36" West (deed-South 41 degrees 53'34" West), along said Northwesterly right of way line, 1068.01 feet (deed-1069.07 feet); thence South 17 degrees 21'04" West (deed-South 17 degrees 16'39" West) along said Northwesterly right of way line 69.17 feet (deed-66.30 feet); thence South 0 degrees 11'37" West (deed-South 0 degrees 11'51" West), along said right of way line, 50.4 feet (deed-5.20 feet) to a point on the South line of said Northwest Quarter; thence South 89 degrees 12'29" West (deed-South 89 degrees 12'20" West) along said South line, 2527.26 feet (deed-2528.24 feet) to the point of beginning. EXCEPT part in roads, if any, ALSO EXCEPT All that part of the Northwest Quarter of Section 6, Township 52, Range 34, Platte County, Missouri, being bounded and described as follows: Commencing at the Northwest corner of said Northwest Quarter; thence North 88 degrees 37'25" East (deed-North 88 degrees 35'50" East) along the North line of said Northwest Quarter 738.36 feet to its intersection with the Westerly right of way line of Relocated Missouri Route 92, as now established; thence Southeasterly along said Westerly right of way line, on a curve to the left, having an initial tangent bearing of South 47 degrees 55'58" East, a radius of 1270.92 feet, and arc distance of 772.77 feet to the True Point of Beginning of the tract to be herein described; thence continuing along said Southerly right of way line, along said curve, an arc distance of 354.70 feet; thence South 51 degrees 35'42" East, 991.34 feet; thence North 52 degrees 52'09" West, 218.25 feet; thence Northwesterly, along a curve to the left, having an initial tangent bearing of North 40 degrees 58'13" West, a radius of 283.10 feet, an arc distance of 163.30 feet; thence North 74 degrees 01'13" West, 407.74 feet; thence Northwesterly along a curve to the right, tangent to the last described course, having a radius of 443.10 feet, an arc distance of 297.74 feet; thence North 60 degrees 02'29" West, 220.95 feet to the True Point of Beginning.

EXCLUDING THE FOLLOWING:

A tract of land in the Northwest Quarter of Section 6, Township 52, Range 34, Platte County, Missouri, being described as follows: Commencing at the Southwest corner of said Northwest Quarter; thence North 0 degrees 03'58" West, along the West line of said Northwest Quarter, 659.47 feet to the True Point of Beginning of the tract to be herein described; thence continuing North 0 degrees 03'58" West, along said West line, 450.00 feet; thence North 89 degrees 45'54" East, 430.91 feet; thence Southerly, along a curve to the right, having an initial tangent bearing of South 3 degrees 43'49" East, a radius of 2000.00 feet, an arc distance of 127.91 feet; thence South 0 degrees 03'58" East, 317.84 feet; thence Westerly along a curve to the right, having an initial tangent bearing of South 80 degrees 44'54" West, a radius of 350.00 feet, an arc distance of 55.08 feet; thence South 89 degrees 45'54" West, 380.16 feet to the True Point of Beginning. EXCEPT that part on the East and South being proposed for road right of way.

FROM CITY OF PLATTE CITY

09.04.1997 11:16

SEP 24 '97

PROPOSED ASSESSMENT ROLL
FOR
PLATTE VALLEY PLAZA
NEIGHBORHOOD IMPROVEMENT DISTRICT

WHEREAS, a proper petition (the "Petition") was filed with the City Clerk of Platte City, Missouri on April 18, 1997, pursuant to the Neighborhood Improvement District Act (the "Act"), Sections 67.453 through 67.475, inclusive, RSMo, proposing the creation of a neighborhood improvement district (the "District"), and was signed by the owners of at least two-thirds by area of all real property located within the District;

WHEREAS, pursuant to the Act, the Board of Aldermen of Platte City, Missouri ("Board"), by Ordinance No. 926 adopted on April 22, 1997, determined the Platte Valley Plaza Public Improvement Project (the "Project") to be advisable, established the District and ordered plans and specifications (the "Plans and Specifications") for the Project to be prepared;

WHEREAS, Plans and Specifications for the Project were prepared and filed with the City Clerk on April 24, 1997, together with the estimated cost of the Project in the amount of \$625,000 (the "Estimated Project Cost");

WHEREAS, pursuant to the Act, the Board, by Ordinance No. 938 adopted on June 24, 1997, (1) deemed the property in the District will be benefitted by the Project improvement; (2) ordered that such property be assessed based upon the Estimated Project Cost; and (3) ordered and instructed the County Assessor, on behalf of the City, to prepare a proposed assessment roll for the Project based on the Estimated Project Cost and the method of assessment described in the Petition; and

WHEREAS, the method of assessment as set forth in the Petition provides that 80% of the total cost of the Project improvements shall be assessed against the commercial property within the District on a per square foot basis while 20% of the total cost shall be assessed against the residential property within the District on a per square foot basis.

Therefore, the County Assessor proposes that the following assessments shall be made against the property in the District (See Exhibit A):

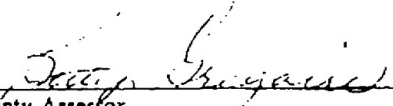
Parcel/Map No.	Property Owner	Amount of Assessment
17-3.0-06-000-000-011.000	MannRose, L.L.C.	\$351,900.00
17-3.0-06-000-000-011.001	MannRose, L.L.C.	\$273,100.00
TOTALS		\$625,000.00

J:\61878\00001\ASSESS.ROL
July 17, 1997

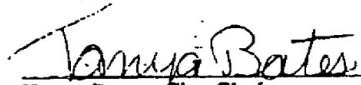
BOOK 0868 PAGE 784

After construction of the Project improvements has been completed, the City will compute the final costs of the Project improvements to be assessed among the property in the District, charging each parcel of property in the District with its proportionate share of the cost and, by ordinance, assess the final cost of the Project improvements or the amount of bonds issued or to be issued therefor as special assessments against the property described in the Proposed Assessment Roll.

After the special assessments are assessed, each property owner: (1) may pay such assessment in full, together with interest accrued thereon from the effective date of the ordinance imposing the assessment, on or before the specified date determined by the effective date of such ordinance; or (2) may pay such assessment in not more than twenty substantially equal annual installments, taking into account such assessments and interest thereon, as the governing body determines.


County Assessor

Filed in the City Clerk's
Office on July 18, 1997.


Tanya Bates, City Clerk



BOOK 0368 PAGE 784

EXHIBIT A

LEGAL DESCRIPTIONS

EXISTING OVERALL BOUNDARY (TRACT "A")

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0001259

**ESTATES OF PLATTE VALLEY DECLARATION OF CONDITIONS,
COVENANTS AND RESTRICTIONS**

This Declaration of Conditions, Covenants and Restrictions ("Declaration") dated effective as of this 14th day of January, 1998 is made by MannRose, L.L.C., a Missouri limited liability company, (hereinafter referred to as "Grantor").

RECITALS

The following recitals are made a material part hereof:

WHEREAS, Grantor is the owner of certain real property located in Platte County, Missouri described in Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, Grantor has executed and caused to be filed of record with the Recorder of Deeds of Platte County, Missouri as Document No. 877 in Book

19 at Page 32 a subdivision plat of the entire tract known as Estates of

Platte Valley (the "Plat") incorporated herein by this reference; and

WHEREAS, Grantor wishes to subject the real estate described on Exhibit "A" to the agreements, covenants, restrictions, reservations and easements hereinafter set forth, which are for the benefit of the entire tract and for each owner thereof and Grantor, and shall inure to the benefit of and pass with the entire tract and each and every part thereof and shall apply to, be enforceable by and bind the successors in interest and any owner thereof.

NOW THEREFORE Grantor declares that the real estate described on Exhibit "A" is and shall be held, transferred, sold, conveyed and occupied subject to the

January 7, 1998

This document has been recorded in the Platte
County Recorder's Office. Contact this office
for certified copies. Bureau of Records, Ltd. Co.,
P.O. Box 64079, Platte City MO 64079, (816) 858-3320

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agreements, covenants, restrictions, reservations and easements set forth by this

agreements, --

Declaration.

GENERAL PROVISIONS

1. Covenants Running with Land. The Grantor hereby declares that the use and occupancy of the real estate described above shall hereafter be subject to these restrictions, which are not personal, but which are covenants to run with the land. These declarations are established for the benefit of the present and future owners in order that said realty may be developed and occupied in a uniform and regulated manner, to preserve the value thereof.

2. Assignment. The Grantor reserves the right to assign and transfer to a not-for-profit homeowners' corporation all rights and powers granted herein, concerning these restrictive covenants. Upon the recording with the Platte County, Missouri, Recorder of Deeds of any such Assignment, the assignee shall thereafter be vested with all authority originally reserved by the Grantor hereunder and the Grantor shall have no further authority or responsibility with respect to these covenants.

Grantor shall, within sixty (60) days from the date that Grantor is no longer the record owner of ten percent (10%) of the lots described on Exhibit "A" hereto nor of ten percent (10%) of any additional lots made subject hereto as hereinafter provided, establish a not-for-profit homeowners corporation and assign all of Grantor's rights and powers hereunder to said corporation which shall be known as the Estates of Platte

Valley Homeowners Association, Inc. ("Association") The Association shall be established with an original Board of Directors of not less than three (3) persons who must be record owners of lots located in the real estate described on Exhibit "A". Membership in the Association and voting rights shall be restricted to record owners of lots located in the real estate described on Exhibit "A".

RESTRICTIONS ON USE

1. **Single Family Dwelling.** No building whatsoever except a private single family dwelling with such necessary outbuildings that may be approved by the Grantor shall be erected, placed, or permitted on the conveyed promises or any part thereof. The permitted single family dwelling and any permitted necessary outbuildings to be located on the conveyed promises shall be consistent in architectural design with other single family dwellings on the real property.
2. **Residential Purposes Only.** The real property shall be used for residential purposes only and shall not be used for any commercial purposes whatsoever.

purpose only.

3. Plan Approval. No residence, buildings or exterior additions or alterations to any residence or building situated upon the real estate described above nor changes or additions to fences, hedges, walls, or other structures shall be commenced, erected or maintained until the plans and specifications, showing the nature, kind, shape, height, materials, and location of the same together with comprehensive landscaping plans shall

January 7, 1998

3

BOOK 0875 PAGE 734

have been submitted to and approved in writing by Grantor. At no time will the Grantor be required to present reasons for approval or disapproval.

In the event Grantor fails to approve or disapprove such design and location within

in the event Grantor fails to approve or disapprove such design and location within thirty (30) days after the plans and specifications have been submitted to Grantor, approval will be deemed given and this provision to have been fully complied with.

The Grantor shall have the power to make variations, alterations and changes in the restrictions set forth herein as to any one or more of the lots, provided the same is accomplished for the mutual benefit of the applicant or owners of surrounding lots.

4. **Fences, Walls or Hedges.** No fences, walls or hedges shall be located closer to the street than the front wall of the structure which they serve. Fences, walls or hedges shall not exceed 24 inches in height except where located to the rear of the rear wall of the structure which they serve, for the purpose of enclosing a garden or patio. Such garden or patio fences shall not exceed 72 inches in height and shall include a gate 36 inches wide leading to the balance of the yard. Rear and side fences are to be of wood or chain link construction and must be approved by the Grantor. No fence shall be constructed without first obtaining a boundary survey.

5. **Signs.** No signs, billboards, or advertising devices of any kind shall be placed or otherwise installed on any lot or building in the real property except (1) those used in any subsequent sale or rental of property covered by these restrictions, or (2) sign boards or other decorative signing used for street names or to identify the addition.

6. Trucks and Recreational Vehicles. No truck, commercial vehicle, vacation trailer, mobile home, boat trailer, recreational vehicle, or other similar vehicle shall be parked on any lot for any purpose other than for loading or unloading, and then for a period not to exceed forty-eight (48) hours in duration. Nothing herein contained, however, shall prevent the parking of such a vehicle in an enclosed garage.

7. Unfinished or Damaged Buildings. No building shall be permitted to stand with its exterior in an unfinished condition for more than one hundred eighty (180) days from the date of commencement of construction. In the event of fire, windstorm, or other damage, no building shall be permitted to remain in a damaged condition for a period exceeding one hundred twenty (120) days from the date of such damage, provided, however, the Grantor may, for just cause, grant an extension beyond that one hundred twenty (120) day period.

8. Landscaping. No residence shall be occupied until at least five (5) shrubs and two (2) six (6) feet or taller trees are planted in the front yard and the entire lot is seeded. If the back depth of the lot is greater than fifty (50) feet from the farthest back line of the house, the balance of the lot beyond fifty (50) feet may be seeded and

mulched.

9. **Pets.** Lot owners may keep dogs, cats or caged birds on the lots. No other animals, fowls, or pets shall be kept on any lot unless Grantor determines that such pet or animal can reasonably be accommodated upon the lot.

10. **Tanks and Pools.** No tank for the storage of gasoline, oil, petroleum products or other fluids may be located above the surface of the ground. No above-ground swimming pools shall be erected, installed or maintained on the real property without the prior written consent of the Grantor

11. **Garbage and Trash.** All garbage and trash containers shall be kept

screened and hidden from view on all four (4) sides. No container for the holding of trash shall be exposed to public view, except on periodic days that the trash is to be collected by a trash hauler. No trash burning shall be permitted.

12. **Grass and Weeds.** No owner shall allow any grass or weeds to attain a height in excess of six (6) inches. Ornamental trees, shrubs and flowers shall not be included in this restriction.

13. **Utility Wires and Poles.** All utility wires shall be underground, and no utility wires or poles (except street lights) shall be permitted above ground where connection with underground services are available, unless prior written permission is granted by Grantor.

14. **Auto Repair or Painting.** No auto repair or painting shall be permitted on the premises outside of an enclosed garage.

15. **Antennas.** No satellite dish antenna or any other radio or television antenna shall be located on any lot without Grantor's written consent to the type, style, and location thereof. However, small (approximately 18 inches in diameter) satellite TV

dishes shall be allowed without written consent so long as the same are not installed on the front of any house or in the front yard of any house.

16. **New Construction.** All residences and other buildings permitted hereby on residential lots shall be new construction. No building shall be moved on to any lot. All construction must begin no later than two (2) years after closing on the sale of a lot and each lot shall be regularly maintained, mowed and trimmed to maintain an attractive and safe appearance of a lot awaiting construction.

17. **Commercial Activities.** No commercial activities of any kind shall be conducted on any lot, but nothing herein contained shall prohibit the carrying on of promotional activities by the Grantor or the Grantor's agents.

18. **Gutters and Paint.** All gutters must be color coordinated to any structure erected. All paint and color schemes must be approved by the Grantor.

19. **Outbuildings.** No outbuildings are allowed on any lot and no additional structures will be permitted without Grantor's approval.

20. **Sidewalk.** Each residence shall install and maintain a paved concrete sidewalk along all street sides of any lot. The sidewalk will be of uniform size with the balance of the sidewalks in the development and shall conform with any requirements of the City of Platte City, Missouri.

21. **Minimum Floor Areas.** All residences shall contain a minimum of

1,450 square feet of enclosed floor area. Any residence consisting of a level or

January 7, 1998

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BOOK 0875 PAGE 734

part of a level below ground shall nevertheless contain the foregoing minimum enclosed floor area above ground. The words, "enclosed floor area", as used herein shall mean and include areas of the residence enclosed and finished for year around occupancy, computed on outside measurements of the residence, and shall not mean or include any patio area, basement, garage, carport, porch, or attic.

22. **Building Lines.** No part of any residence shall be located on any lot nearer to the front street or the side street than is the front building line or the side building line

shown on the recorded plat. All residences shall front on the street or cul-de-sac on which they are located.

23. **Garages and Drives.** Each residence shall have an attached or basement private garage for not less than two (2) cars. The driveway on each lot shall contain sufficient concrete paved area for the off-street parking of at least two (2) cars. All garages facing any street must be equipped with doors which shall be kept closed as much as practicable to preserve the appearance of the elevation of the house fronting on the street.

24. **Easements.** Easements for installation and maintenance of utilities and drainage facilities are reserved by the Grantor as shown on the recorded plat. Such easements shall include the right of ingress and egress for construction and maintenance purposes. Within these easements, no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and

maintenance of utilities or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements on it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

25. **Noxious or Offensive Activity.** No noxious or offensive activity shall be carried on or upon any lot or portion thereof, nor shall anything be done thereon which may be or become a nuisance or annoyance to the neighborhood. No exterior lighting shall be directed outside the boundaries of a lot or other parcel, unless authorized in writing by the Grantor.

26. **Temporary Structures.** No structure of a temporary nature, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently.

ASSESSMENTS AND COLLECTION

1. **Creation of the Lien and Personal Obligations of Assessments.** Each owner of a Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Grantor special assessments for exterior maintenance of the Owner's property, such assessments to be fixed, established, and collected from time to time as hereinafter provided. The special assessments, together with such interest thereon and cost of collection thereof as hereinafter provided, shall be a charge upon the land and shall be a

continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

2. Purpose of Assessments. The special assessments may be imposed upon any Lot for the purpose of maintaining the exterior appearance thereof if, in the sole discretion of the Grantor, the Owner shall have failed or refused to do so, including, but not limited to, mowing and cleaning of unsightly brush and debris, painting, repairing, replacing and caring for roofs, gutters, down spouts, and exterior building surfaces, trees,

to keep the Owner's

shrubs, grass, walks and other exterior improvements necessary to keep the Owner's property from deteriorating or becoming unsightly. For the purpose solely of performing the exterior maintenance authorized by this paragraph, the Grantor through its duly authorized agents or employees shall have the right, after reasonable notice to the Owner, to enter upon any Lot at reasonable hours on any day.

3. **Date of commencement of Assessments: Due Dates:** The due date of any special assessment under Section 2 hereof shall be fixed in the resolution authorizing such assessment.

The Grantor shall upon demand at any time furnish to any Owner liable for said assessment, a certificate in writing signed by a duly authorized representative of the Grantor setting forth whether the assessments on a specified Lot have been paid. A reasonable charge may be made by the Grantor for the issuance of these certificates.

Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

4. Effect of Non-payment of Assessment: The Personal Obligation of the Owner; The lien; Remedies of Grantor. If any assessment is not paid on the date when due then such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the property which may be evidenced by filing a Notice of Lien in the Recorder of Deeds office for Platte County, Missouri, and which shall bind such property in the hands of the Owner, his heirs, devisees, personal representatives and assigns. The personal obligation of the then Owner to pay such assessment, however, shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them.

If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate of twelve percent (12%) per annum, and the Grantor may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, or both, and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the court together with the costs of the action. No Owner

may waive or otherwise escape liability for the assessments provided for herein by abandonment of his Lot.

5. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment.

ENFORCEMENT, ASSIGNMENT AND MISCELLANEOUS

1. Enforcement. Enforcement of these covenants and restrictions shall be by

any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants. Any such action may be initiated by the Grantor or any Owner. Failure of the Grantor or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. No rights created herein shall, by implication or otherwise, be deemed to supersede or avoid the necessity to comply with governmental regulations, statutes and ordinances or other legal obligations.

January 7, 1998

2. **Severability.** Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision which shall remain in full force and effect.

3. **Duration; Amendment.** The covenants and restrictions of this declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Grantor, or the Owner of any Lot subject to this declaration, their respective legal representatives, heirs, successors and assigns, for a term of twenty (20) years from the date this declaration is recorded, after which time said covenants shall automatically extended for successive periods of ten (10) years. The covenants and restrictions of this declaration may be amended during the first twenty year period by an instrument signed by the Owners of not less than ninety (90) per cent of the Lots which are subject to the covenants and restrictions of this declaration, and thereafter by an instrument signed by the Owners of not less than seventy-five (75) per cent of the said Lots. Any amendment must be properly recorded.

4. **Transferability.** The Grantor reserves the right to create and establish a homes association and to transfer and assign to it all of the functions of the Grantor according to the provisions of this declaration, in which event the Owners of the properties shall then be bound to the association as they are to the Grantor.

0875 PAGE 734

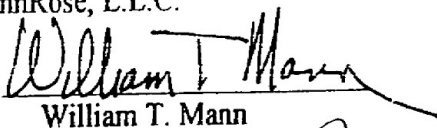
5. **Open End Provisions:**

a. Any one or more of the owners described above as "Grantors", then being the owner(s) of real property adjacent to or contiguous with the property described on Exhibit "A" hereto may add such adjoining or contiguous property to the area subject to these restrictive covenants. If a homeowner's association is then in existence, with respect to the property restricted hereby, then the owners of such additional restricted property shall be entitled to membership in the homeowner's association.

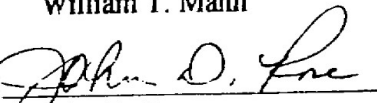
IN WITNESS WHEREOF, Grantor has caused these presents to be executed in its behalf the day and year first above written.

MannRose, L.L.C.

By:


William T. Mann

By:



John D. Rose

Title: Members

8011 0875 PAGE 734

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January 7, 1998

STATE OF MISSOURI)
) ss:
COUNTY OF PLATTE)

On this day before me appeared William T. Mann and John D. Rose, to me personally known, did say that they are members of MannRose, L.L.C., and the foregoing instrument was signed and sealed on behalf of said limited liability company by authority of its members and that they acknowledged the foregoing instrument to be the free act and deed of said limited liability company.

Given under my hand and seal of office this 14th day of January, 1998.

Stacy L. Palmer
Notary Public

My commission expires:

STACY L. PALMER
Notary Public - State of Missouri
Commissioned in Platte County
My Commission Expires June 19, 2001

SUBORDINATION BY LENDER

Now on this ____ day of _____, 1998, comes North American Savings Bank, F.S.B. and hereby subordinates its lien as evidenced by a Missouri Future Advance Deed of Trust and Security Agreement dated the ____ day of _____, 1997 and recorded in Book ____ at Page ____ of the Platte County deed records to this Declaration of Conditions, Covenants and Restrictions so that the foreclosure or other enforcement of its Future Advance Deed of Trust and Security Agreement shall in no manner whatsoever affect the validity, priority or enforceability of this Declaration of Conditions, Covenants and Restrictions and said Declaration of Conditions, Covenants and Restrictions shall be superior to any lien held by North American Savings Bank, F.S.B. now or hereafter.

NORTH AMERICAN SAVINGS BANK, F.S.B.

By: James J. McHenry
Title: Senior Vice-President

STATE OF MISSOURI)

) ss.

COUNTY OF ~~PLATTE~~

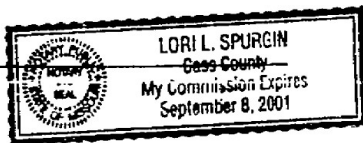
Jackson

On this day before me appeared Jerome T. Mahoney, to me personally known, did say that he is an officer of North American Savings Bank, F.S.B., a Missouri banking corporation, and the foregoing instrument was signed and sealed on behalf of said corporation by authority of said corporation and that he/she acknowledged the foregoing instrument to be the free act and deed of said corporation.

Given under my hand and seal of office this 21st day of January, 1998.

Lori L. Spurgin
Notary Public

My Commission Expires:



January 7, 1998

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0875 PAGE 734

0001259

EXHIBIT "A"

STATE OF MISSOURI SS
COUNTY OF PLATTE
I CERTIFY INSTRUMENT RECEIVED

1998 JAN 26 AM 11:11

RECORDED BOOK 875 PAGE 734
IDA COX, PLATTE CO. RECORDER

Gloria Soyler 53/13
Deputy

BOOK 0875 PAGE 734

This document has been recorded in the Platte
County Recorder's Office. Contact this office
for certified copies: Recorder of Deeds - Ida Cox,
Box 70, Platte City MO 64079, (816) 858-3320

0003218

ADDITION OF PROPERTY TO ESTATES OF PLATTE VALLEY
DECLARATION OF CONDITIONS, COVENANTS AND RESTRICTIONS

THIS ADDITION OF PROPERTY to the Declaration of Conditions, Cove
and Restrictions ("Declaration") dated January 14, 1998 for the Estates of
Platte Valley, a subdivision of land located in Platte City, Platte County, Missouri, :
Declaration having been recorded as Document No. 1259 in Book 875
Page 734 of the Platte County deed records is made this 26th day of Febr
1998 by MannRose, L.L.C., a Missouri limited liability company, (hereinafter refer
as "Grantor").

RECITALS

WHEREAS, Grantor is the owner of real property adjacent to or contiguous
the Property which is subject to the Declaration, and

WHEREAS, the Declaration provides that Grantor, being the owner of real
property adjacent to or contiguous with property subject to the Declaration may ad
adjoining or contiguous property to the area subject to the Declaration.

NOW, THEREFORE, Grantor hereby adds the following described real pr
to the Declaration, to-wit:

A subdivision of land in the Northwest Quarter of Section 6,
Township 52, Range 34, Platte City, Platte County, Missouri,
being bounded and described as follows: Commencing at the
Southwest corner of said Northwest Quarter; thence North 0°
 $03' 58''$ West, along the West line of said Northwest Quarter,
352.94 feet to the True Point of Beginning of the tract to be
herein described; thence continuing North 0° $03' 58''$ West,
along said West line, 262.42 feet to a point on the South line
of Broken Bridge Lane, as now established; thence North 89°
 $45' 54''$ East, along said south line, 379.93 feet; thence

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Southerly, along said South line, on a curve to the right,
tangent to the last described course, having a radius of 25.00
feet, an arc distance of 39.34 feet; thence Southwesterly on a
curve to the right, having a common tangent to the last
described course, a radius of 270.00 feet, an arc distance of
130.89 feet; thence South 27° $42' 38''$ West, 127.39 feet;
thence South 89° $56' 02''$ West, 314.52 feet to the True Point
of Beginning. Containing 2.26 acres, more or less.

IN WITNESS WHEREOF, Grantor has caused these presence to be execu

its behalf on this 26TH day of February, 1970.

MANNROSE, L.L.C.

By: William T. Mann
William T. Mann - Member

By: John D. Rose
John D. Rose - Member

GRANTOR

STATE OF MISSOURI)
)ss.
COUNTY OF PLATTE)

On this 26th day of February, 1998, before me, the undersigned, a Notary Public, personally appeared William T. Mann and John D. Rose to me personally known and who by me duly sworn, did say that they are members of MannRose, L.L.C., a Michigan limited liability company, and that said instrument was signed in behalf of said limited liability company by authority of its members, and acknowledged said instrument as the free act and deed of said limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal in the State of Missouri, in the day and year last above written.

MARTY ALBERTSON
Notary Public - Notary Seal
STATE OF MISSOURI
Clay County
My Commission Expires June 16, 2000

Walter Alberto
Notary Public

My term expires JUNE 16, ²⁰⁰⁰~~1999~~.

REF 0877

STATE OF MISSOURI
COUNTY OF PLATTE
I CERTIFY INSTRUMENT RECEIVED

0003218

1998 MAR -2 P 12: 15.4

RECORDED BOOK 877 PAGE 683
IDA COX, PLATTE CO. RECORDER

Gloria Boyer $\frac{11}{13}$
Deputy

PLATTE COUNTY TITLE & ABSTRACT CO.
301 MARSHALL RD.
P.O. BOX 798
PLATTE CITY, MO 64079

0003219

AMENDMENT TO ESTATES OF PLATTE VALLEY DECLARATION OF
CONDITIONS, COVENANTS AND RESTRICTIONS

THIS AMENDMENT to the Declaration of Conditions, Covenants and
Restrictions ("Declaration") dated January 14, 1998 for the Estates of Platte
Valley, a subdivision of land located in Platte City, Platte County, Missouri, said
Declaration having been recorded as Document No. 1259 in Book 875
Page 734 of the Platte County deed records is made this 26th day of Feb

1998 by MannRose, L.L.C., a Missouri limited liability company, (hereinafter referred to as "Grantor").

RECITALS

This document has been recorded in the
County Recorder's Office. Contact the
for certified copies: Recorder of Deeds
Box 70, Platte City MO 64079, (816

WHEREAS, Grantor is the owner of not less than ninety percent (90%) of the Lots which are subject to the Declaration, and

WHEREAS, the Declaration provides that the same may be amended by the owners of not less than ninety percent (90%) of the Lots subject to the Declaration the first twenty (20) years thereof.

NOW, THEREFORE, Grantor hereby amends said Declaration by deleting paragraph 21 of the RESTRICTIONS ON USE entitled "Minimum Floor Areas" and adopts in lieu thereof the following paragraph 21 "Minimum Floor Areas" as follows:

"All ranch style residences shall contain a minimum of 1,450 square feet of usable, inhabitable and liveable enclosed floor area on the main floor. All two story and one and one-half story residences shall contain a minimum of 1,650 square feet of usable, inhabitable and liveable enclosed floor area on the main and upper floors combined. All front to back split or side to side split or split entry residences shall contain a

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minimum of 1,450 square feet of usable, inhabitable and liveable enclosed floor area on the main floor or a minimum of 1,650 square feet of total finished living area. All reverse story and one-half residences shall contain a minimum of 1,450 square feet of usable, inhabitable and liveable enclosed floor area on the main floor or a minimum total finished living area of 1,650 square feet. The term 'enclosed floor area' as used herein shall mean and include areas of the residence enclosed and finished for year around occupancy, computed on outside measurements of the residence, and shall not mean or include any patio area, garage, carport, porch, or attic. The words 'main floor' as used herein shall mean the ground floor of a residence. The term 'finished living area' as used herein shall mean an area that 'walks out' directly to the outside of a residence and does not include finished standard basements or 'daylight' basements. All architectural plans for the construction of a residence shall be submitted for approval, including approval of the minimum floor area, pursuant to the preceding paragraph 3."

IN WITNESS WHEREOF, Grantor has caused these presence to be execute its behalf on this 26th day of February, 1998.

MANNROSE, L.L.C.

By: William T. Mann
William T. Mann - Member

By: John D. Rose
John D. Rose - Member

GRANTOR

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0003219

STATE OF MISSOURI)
)ss.
COUNTY OF PLATTE)

On this 26th day of February, 1998, before me, the undersigned, a Notary Public, personally appeared William T. Mann and John D. Rose to me personally known who by me duly sworn, did say that they are members of MannRose, L.L.C., a Missouri limited liability company, and that said instrument was signed in behalf of said limited liability company by authority of its members, and acknowledged said instrument to be the free act and deed of said limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the State of Missouri, in the day and year last above written.

MARTY ALBERTSON
Notary Public - Notary Seal
STATE OF MISSOURI
Clay County
My Commission Expires June 16, 2000

Marty Albertson
Notary Public

My term expires JUNE 16, 2000, ~~1999~~

STATE OF MISSOURI
COUNTY OF PLATTE SS
I CERTIFY INSTRUMENT RECEIVED

1998 MAR -2 P 12: 16.9

RECORDED BOOK 877 PAGE 684
IDA COX, PLATTE CO. RECORDER

Gloria Soyew 11
Deputy 13

BOOK 0877 PAGE 684

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0022505

With the title

ADDITION OF PROPERTY TO ESTATES OF PLATTE VALLEY
DECLARATION OF CONDITIONS, COVENANTS AND RESTRICTIONS

THIS ADDITION OF PROPERTY to the Declaration of Conditions, Covenants and Restrictions ("Declaration") dated January 14, 1998 for the Estates of Platte Valley, a subdivision of land located in Platte City, Platte County, Missouri, said Declaration having been recorded as Document No. 0001259 in Book 375 at Page 734 of the Platte County deed records is made this 15th day of December, 1998 by MannRose, L.L.C., a Missouri limited liability company, (hereinafter referred to as "Grantor").

RECITALS

WHEREAS, Grantor is the owner of real property adjacent to or contiguous with the Property which is subject to the Declaration, and

WHEREAS, the Declaration provides that Grantor, being the owner of real property adjacent to or contiguous with property subject to the Declaration may add such adjoining or contiguous property to the area subject to the Declaration.

NOW, THEREFORE, Grantor hereby adds the following described real property to the Declaration, to-wit:

See Legal Description on Attachment "A"

IN WITNESS WHEREOF, Grantor has caused these presence to be executed in its behalf on this 15th day of December, 1998.

BK 0896 PG 0932

MANNROSE, L.L.C.

This document has been recorded in the Platte County Recorder's Office. Contact this office for certified copies: Recorder of Deeds - Ida Cox, Box 70, Platte City MO 64079, (816) 858-3320


By: William T. Mann
William T. Mann - Member

GRANTOR

STATE OF MISSOURI)
)ss.
COUNTY OF PLATTE)

On this 15th day of December, 1998, before me, the undersigned, a Notary Public, personally appeared William T. Mann to me personally known, who by me duly sworn, did say that his is a member of MannRose, L.L.C., a Missouri limited liability company, and that said instrument was signed in behalf of said limited liability company by authority of its members, and acknowledged said instrument to be the free act and deed of said limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the State of Missouri, in the day and year last above written.


Notary Public

My term expires _____, 199__.

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LEGAL DESCRIPTION:

A subdivision of land in the Northwest Quarter of Section 6, Township 52, Range 34, Platte City, Platte County, Missouri, being bounded and described as follows: Commencing at the Southeast Quarter of said Northwest Quarter, thence South 89°12'29" West, along the South line of said Northwest Quarter, 710.77 feet to the True Point of Beginning of the tract to be herein described; thence continuing South 89°12'29" West, along said South line, 253.57 feet; thence North 0°47'31" West, 170.00 feet; thence North 0°23'28" West, 120.00 feet; thence South 89°12'29" West, 37.27 feet; thence North 0°47'31" West, 140.92 feet; thence North 1°17'53" East, 101.76 feet; thence North 14°18'50" East, 50.00 feet; thence Easterly, along a curve to the left, having an initial tangent bearing of South 75°41'10" East, a radius of 475.00 feet, an arc distance of 25.76 feet; thence North 11°12'22" East, 138.76 feet; thence North 65°40'28" West, 188.18 feet; thence North 79°41'14" West, 146.16 feet to a point on the Easterly line of THE ESTATES OF PLATTE VALLEY - FIRST PLAT, a subdivision of land in Platte City, Platte County, Missouri; thence North 1°52'46" East, 169.22 feet to a point on the North right of way line of River Run Drive, as now established; thence Westerly, along said North line, on a curve to the right, having an initial tangent bearing of North 88°07'14" West, a radius of 815.00 feet, an arc distance of 16.28 feet; thence North 3°01'25" East, along said Easterly line, 136.45 feet to the Northeast corner of said THE ESTATES OF PLATTE VALLEY - FIRST PLAT; thence South 88°15'31" East, 110.20 feet; thence North 78°27'09" East, 126.92 feet; thence North 65°46'14" East, 148.09 feet; thence Northwesterly, along a curve to the right, having an initial tangent bearing of North 25°43'53" West, a radius of 740.00 feet, an arc distance of 77.79 feet; thence North 70°17'30" East, 40.00 feet; thence Southeasterly, along a curve to the left, having an initial tangent bearing of South 19°42'30" East, a radius of 700.00 feet, an arc distance of 559.98 feet; thence South 24°27'25" West, 40.00 feet; thence South 35°45'24" West, 171.32 feet; thence South 26°35'38" West, 177.55 feet; thence South 3°54'15" West, 120.28 feet; thence South 0°47'31" East, 429.99 feet to the True Point of Beginning. Containing 10.32 acres, more or less.

STATE OF MISSOURI
 COUNTY OF PLATTE
 I CERTIFY INSTRUMENT RECEIVED

1998 DEC 17 P 3:29.3

RECORDED BOOK 896 PAGE 932
 BOA COX, PLATTE CO. RECORDER

Gloria Boyer
 Deputy
 13

BK 0896 PG 0932

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BK 0917PG0833

PL 1-17256

**ADDITION OF PROPERTY TO ESTATES OF PLATTE VALLEY
DECLARATION OF CONDITIONS, COVENANTS AND RESTRICTIONS**

THIS ADDITION OF PROPERTY to the Declaration of Conditions, Covenants and Restrictions ("Declaration") dated January 14, 1998 for the Estates of Platte Valley, a subdivision of land located in Platte City, Platte County, Missouri, said Declaration having been recorded as Document No. 0001259 in Book 875 at Page 734 of the Platte County deed records is made this 20th day of October, 1999 by MannRose, L.L.C., a Missouri limited liability company, (hereinafter referred to as "Grantor").

RECITALS

WHEREAS, Grantor is the owner of real property adjacent to or contiguous with the Property which is subject to the Declaration, and

WHEREAS, the Declaration provides that Grantor, being the owner of real property adjacent to or contiguous with property subject to the Declaration may add such adjoining or contiguous property to the area subject to the Declaration.

NOW, THEREFORE, Grantor hereby adds the following described real property to the Declaration as amended, to-wit:

A subdivision of land in the Northwest Quarter of Section 6, Township 52, Range 34, Platte City, Platte County, Missouri, being bounded and described as follows: Commencing at the Southwest corner of said Northwest Quarter; thence North 89° 12' 29" East along the South line of said Northwest Quarter, 966.52 feet to the True Point of Beginning of the tract to be herein described; thence North 00° 47' 31" West, 290.00 feet; thence South 89° 12' 29" West, 41.08 feet; thence North 00° 38' 24" East, 299.07 feet to a point on the Southerly line of THE ESTATES OF PLATTE VALLEY - FIRST PLAT, a subdivision of land in Platte City, Platte County, Missouri; thence South 77° 50' 35" East, along said Southerly line, 27.45 feet; thence North 17° 21' 19" East,

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along said Southerly line, 127.73 feet; thence Southeasterly along said Southerly line on a curve to the left, having an initial tangent bearing of South 72° 38' 41" East, a radius of 1155.00 feet, an arc distance of 46.81 feet; thence North 15° 02' 00" East, along said Southerly line, 170.00 feet; thence South 76° 47' 34" East along said Southerly line, 62.77 feet; thence South 80° 26' 40" East along said Southerly line, 62.77 feet; thence South 84° 05' 47" East along said Southerly line, 62.77 feet; thence South 88° 12' 03" East along said Southerly line, 37.79 feet to a point on the Westerly line of THE ESTATES OF PLATTE VALLEY - THIRD PLAT, a subdivision of land in Platte City, Platte County, Missouri; thence South 79° 41' 14" East along said Westerly line, 146.16 feet; thence South 65° 40' 28" East along said Westerly line, 188.18 feet; thence South 11° 12' 22" West along said Westerly line, 138.76 feet; thence Northwesterly along said Westerly line, on a curve to the right, having a radius of 475.00 feet, an arc distance of 25.76 feet; thence South 14° 18' 50" West along said Westerly line, 50.00 feet; thence South 01° 30' 08" West along said Westerly line, 92.71 feet; thence South 00° 47' 31" East along said Westerly line, 149.98 feet; thence North 89° 12' 29" East along said Westerly line, 37.27 feet; thence South 00° 23' 28" East along said Westerly line, 120.00 feet; thence South 00° 47' 31" East along said Westerly line, 170.00 feet to a point on the aforementioned South line of said Northwest Quarter; thence South 89° 12' 29" West along said South line, 626.40 feet to the True Point of Beginning. Containing 11.40 acres, more or less.

IN WITNESS WHEREOF, Grantor has caused these presence to be executed in its behalf on this 20th day of October, 1999.

STATE OF MISSOURI
COUNTY OF PLATTE
I CERTIFY INSTRUMENT RECEIVED
077 NOV 22 P 3:39 J
RECORDED BOOK 977 PAGE 833
BY CLERK PLATTE CO. REC'D
Alma Boyer
Deputy 11/6

MANNROSE, L.L.C.

By: William T. Mann
William T. Mann - Member

By: John D. Rose
John D. Rose - Member

GRANTOR

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STATE OF MISSOURI) 0020018
COUNTY OF Platte)ss.

On this 24th day of Oct, 1999, before me, the undersigned, a Notary Public, personally appeared William T. Mann to me personally known, who by me duly sworn, did say that he is a member of MannRose, L.L.C., a Missouri limited liability company, and that said instrument was signed in behalf of said limited liability company by authority of its members, and acknowledged said instrument to be the free act and deed of said limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the State of Missouri, in the day and year last above written.

This document has been recorded in the
County Recorder's Office. Contact this
for certified copies: Recorder of Deeds
Box 415 3rd St., Suite 70, Platte City,
MO 64629, (816) 858-3326


Notary Public

My term expires _____, 199__.

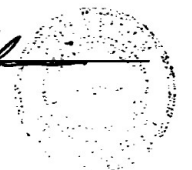
STATE OF MISSOURI)
COUNTY OF Platte)ss.

On this 24th day of Oct, 1999, before me, the undersigned, a Notary Public, personally appeared John D. Rose to me personally known, who by me duly sworn, did say that he is a member of MannRose, L.L.C., a Missouri limited liability company, and that said instrument was signed in behalf of said limited liability company by authority of its members, and acknowledged said instrument to be the free act and deed of said limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the State of Missouri, in the day and year last above written.


Notary Public

My term expires _____, 199__.


Commission Expires 10/24/2002