

Boone County, Missouri

Unofficial Document

Filed Pursuant to *Mo. Rev. Stat. § 473.010* at *10:30* o'clock *A*M in Boone Co. Mo. recorded in Book *497* Page *231* *Bette Johnson, Recorder of Deeds*

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EDGEWATER CONDOMINIUMS

AMENDMENT TO DECLARATION OF CONDOMINIUM, BYLAWS AND INDENTURE OF EDGEWATER CONDOMINIUMS, A CONDOMINIUM

This Amendment to Declaration of Condominium, Bylaws and Indenture of Edgewater Condominiums, a condominium ("this Amendment") made and entered into this 24th day of October, 1988, by Dan Hagan, a single person of Boone County, Missouri, who is hereinafter referred to as "the Developer", and each of the undersigned ("Unit Owners") who are the owners of various Units located within Edgewater Condominiums, that condominium hereinafter described, and who are hereinafter collectively referred to as "the Unit Owners"

WITNESSETH:

BACKGROUND RECITALS

["Recitals"]

This Amendment is made, executed and entered into by the Developer and the Unit Owners in view of the following facts, matters and circumstances:

On January 26, 1983 the Developer executed the "Declaration of Condominium, Bylaws and Indenture of Edgewater Condominiums, a Condominium", which has been recorded in Book 497 at Page 231 of the Real Estate Records of Boone County, Missouri, and which is hereinafter referred to as "the Condominium Declaration". Pursuant to the Condominium Declaration the Developer did commit to the condominium form of ownership as then provided for by the Condominium Property Act of the State of Missouri, contained in Chapter 448 of the Revised Statutes of Missouri, the real estate then known as "Edgewater Condominiums Block I", which was more fully described on Exhibit A-1 to the Condominium Declaration, and which was referred to in the Condominium Declaration as "the Premises" or "the Parcel".

Nora Dietzel, Recorder of Deeds

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Therefore, by the Condominium Declaration, the Developer created a condominium known as "Edgewater Condominium", which such condominium is still in existence, and is hereinafter referred to as "the Condominium "

Pursuant to the Condominium Declaration, the Developer subsequently annexed additional real estate to the Condominium by an Annexation Declaration recorded in Book 505 at Page 51 of the Real Estate Records of Boone County, Missouri

The Condominium now consists of the real estate described on Exhibit A-1 to the Condominium Declaration, and the additional real estate annexed to the Condominium by the said Annexation Declaration, and the Buildings and improvements located on such real estate

Such Buildings, improvements and all of such real estate have been subdivided into Units and Common Elements, as described in the Declaration The undersigned Unit Owners own more than seventy-five percent (75%) of the Units constituting the Condominium, and are, therefore, in accordance with Chapter 448 RSMo , and Section 2 of Article XXVI of the Condominium Declaration, authorized to amend the Condominium Declaration

The Developer and the undersigned Unit Owners are concerned about the proliferation within the Condominium of a substantial number of "For Sale" and "For Rent" signs, for the individual Units, and believe that such proliferation of "For Sale" and "For Rent" signs is causing a diminution of the value of the Condominium and of the respective Units, and, therefore, desire to adopt an amendment of Section 7 of Article V of the Condominium Declaration

In addition, the Developer and the undersigned Unit Owners are concerned about the fact that the Condominium Declaration does not contain a mechanism for the private enforcement of the Use Restrictions set forth in Article V of the Declaration For example, certain Unit Owners have threatened to rent or lease their Units without using the property manager selected by the Association's

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Board, and it is believed that such actions are or can be very detrimental to the Units, the Unit Owners and the value of their Units. Therefore, the Unit Owners and the Developer desire to add to Article V ("Use Restrictions"), at the end thereof, a new Section 28, providing for a private mechanism for the enforcement of the Use Restrictions.

The Developer and the undersigned Unit Owners, who constitute Owners of more than seventy-five percent (75%) of the total number of Units located within the Condominium [the Condominium now contains sixty (60) Units, and the undersigned Unit Owners constitute the Owners of fifty-one (51) Units], therefore, adopt this Amendment to the Condominium Declaration accordingly.

NOW, THEREFORE, in view of the matters hereinabove recited, the Developer and the undersigned Unit Owners, hereby declare, covenant, state and agree, that the Condominium Declaration, as hereby amended, shall continue in full force and effect as written, and hereby further state, declare and agree that the Condominium Declaration shall be and it is hereby amended in the following respects:

AMENDMENT TO SECTION 7 OF ARTICLE V

The Condominium Declaration shall be and it is hereby amended by striking therefrom Section 7 of Article V thereof [such Section 7 appearing on page 20 of the Condominium Declaration], and by substituting in lieu of such Section 7 a new Section 7 to read as follows:

"Section 7 Signs No signs of any kind shall be displayed to the public view on the property except as follows:

a The Board may maintain, at the entranceway to the property, a sign identifying the Condominium and the Development;

b In the discretion of the Board, the Board may place on or beneath such sign, or in the immediate vicinity of such sign, a small sign advising individuals interested in purchasing Units within

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the Condominium, that such persons should contact their realtor or real estate agent for information as to Condominium Units located within the Condominium, which are for sale by the Unit Owners thereof [No signs advertising Units for sale or rent, shall be placed within the Development or the Condominium, or within or upon any Unit or within or upon the Common Area or any Common Element, other than the sign hereinabove described in this subparagraph b It is the intention that the only sign within the Development providing information as to Units for sale will be that small sign, which the Board of Directors, in its discretion, may locate at the entryway to the Development There shall be no signs within the Development advertising Units for rent]

c The Board, in its discretion, may place on the Common Elements directional, instructional or informational signs, such as "No Trespassing" signs, signs identifying Common Elements, signs giving directions or instructions, or similar signs intended for the common benefit of all Unit Owners "

AMENDMENT TO ARTICLE V BY ADDING THERETO AT THE END THEREOF, A NEW SECTION, NUMBERED SECTION 28

A new Section 28 shall be added at the end of ARTICLE V Such Section 28 shall read as follows:

"Section 28 Enforcement In addition to any rights and remedies provided to the Association, or the Unit Owners, or the Board by this Declaration or by law for the enforcement of the use restrictions established by this ARTICLE V, and in addition to any other rights and remedies provided for in this ARTICLE V, or elsewhere, the Board shall, in the event of a violation of any of the use restrictions hereinabove established by this ARTICLE V, in its sole, absolute and unmitigated discretion, have the following additional rights, powers and authorities (which may be used singly or in any combination), to-wit:

A To deny to any Unit Owner who is in violation of the use restrictions, or whose Unit is in violation of such use restrictions, and to deny to the Unit of such Unit Owner, any maintenance or other services which the Association might otherwise be required to provide,

B To enter the Unit and to abate the violation,

C To deny to the applicable Unit, and the Owners, occupants, guests and invitees thereof, access to the Unit, and to any parking spaces designated for the exclusive use of the Unit, until the breach of the use restrictions has been remedied,

D To refuse to supply to the Unit Owner or the Unit any water or other services which the Association would otherwise be obligated to provide to the Unit or for the benefit of such Unit Owner until the violation of the Use Restrictions is eliminated,

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E To impose upon such Unit a special assessment, in such amount as the Board in its discretion shall deem appropriate, not to exceed One Hundred Dollars (\$100 00) per month during the continuance of the violation, which such special assessment shall constitute a special Unit Assessment upon the Unit and the Owners thereof, which shall be due and payable on demand;

F To terminate water supply or water service to the Unit until the violation is eliminated

With the exception of those situations involving a legitimate emergency, posing a danger to the safety of the Property or any portion thereof, or any of the residents thereof, or any guests or invitees therein, the Board shall not, in the event of a violation or apparent violation of the use restrictions hereinabove set forth in this ARTICLE V, seek to utilize any of those powers or remedies conferred upon it by subsections A through F of this Section 28, without first giving written notice of intention to do so to the Owners or occupants (in the event the occupants are different than the Owners) of the applicable violations. Such written notice shall specify the violation or apparent violation of the use restrictions hereinabove set forth in this ARTICLE V and shall notify the said Owners or occupants of the intention of the Board to resort to one or more of the powers, authorities and remedies conferred upon it by such subsections A through F. The Unit Owners or occupants shall be notified of the Board's intention to hold a hearing of the Board for purposes of determining whether or not the sanctions hereinabove described shall be imposed, no less than ten (10) days nor more than thirty (30) days in advance of the date and time set for the meeting of the Board and the hearing before the Board. Such notice must be given in writing, and must specify the date, time and place of the meeting of the Board, and shall notify the Owners of the Unit and/or the occupants of the Unit of the time and place of the meeting, and of the violation of which the Owners or occupants are accused, and of the fact that the Board is going to consider imposing one or more of these sanctions hereinabove described. A meeting of the Board shall be held at the time and place specified in the notice. At such meeting, the Owners or occupants of the Units, and any other interested parties, shall be permitted to present such evidence and/or arguments, both for and against the violation or apparent violation of the use restrictions hereinabove set forth in this ARTICLE V, as shall appear to be reasonably relevant to the issue as to whether the apparent violation exists or has occurred. Evidence presented to the Board may be taken under oath, or not under oath, as the Board, in its discretion, sees fit. Parties (including the Owners) appearing before the Board, shall be entitled to have an attorney represent them, should they desire to do so, provided that all costs and expenses incurred in connection with such attorney's representation shall be paid by the party utilizing the attorney's services. Formal rules of evidence shall not apply, but the Board shall utilize its best efforts to hear only such evidence, as would appear to be reasonably competent, and as would appear to be reasonably relevant to the issue as to whether the violation or apparent violation of the use

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restrictions hereinabove set forth has occurred, or is occurring. At the conclusion of the presentation of evidence to the Board, the Owners or occupants of the applicable Unit, and all other interested parties shall be permitted to present such arguments, statements or briefs to the Board as they shall deem proper and appropriate. Following the presentation of the evidence, and such statements, arguments and briefs, the Board shall make a determination as to whether the violation or apparent violation exists, or has occurred, and shall determine the fines to be imposed, or the other remedies to be utilized by the Board in attempting to terminate or remedy the violation or apparent violation. All decisions of the Board, in this regard, shall be by majority vote of those members of the Board who are present and voting. Presence of a majority of the Board shall constitute a quorum for all purposes under this Section 28. As soon as practicable following the decision by the Board, the Board shall notify the Owners or occupants of the applicable Unit of its decision, in writing and (in the event, the decision is that the breach or violation of the use restrictions has occurred or is occurring) such writing shall further state the sum of the fine or fines to be imposed, and/or a description of the other remedies or powers to be exercised by the Board in an attempt to eliminate the breach or violation. The occupants or owners of the applicable Unit shall have five (5) business days, from the date of delivery of such written notice to the Unit, to remedy or eliminate the breach or violation. In the event the breach or violation is not remedied during such period, then the action of the Board shall immediately be in full force and effect, and the fines or other remedies described in the written notice from the Board of its decision (or other remedies described in such decision) shall be in full force and effect, and shall be applied or imposed, beginning with the day which next follows such five (5) day period. Where a Unit is occupied by a person or persons other than the Owners thereof, the Board, where it is reasonably practicable to do so, shall notify both the occupants thereof, and the Owners thereof of a hearing before the Board of the type hereinabove described, and of the Board's decision and intentions, as hereinabove described.

If the Unit Owners or occupants fail to appear for the meeting on the date and at the time specified in the notice of the meeting of the Executive Board, as hereinabove described then the Board may proceed to make a determination, without the presence of the Unit Owners and occupants, as to whether one or more of the sanctions hereinabove described shall be imposed. Failure of the Unit Owners or occupants to appear at the meeting shall constitute a waiver of their right to so appear.

The Developer, so long as Class B voting rights exist, and the Board at any time, and the Association and any officer of the Board or the Association, and any Unit Owner at any time or times, shall have the right, in addition to the powers imposed in the Board by this Section 28 and any other remedies provided for by this Declaration or by law, to enforce, by any proceedings at law or in equity, any of the covenants or restrictions set forth in this ARTICLE V. Failure of the

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Developer, the Association, the Board or any officer thereof, or any Unit Owner, at any time or times, to enforce any such covenant or restriction set forth in this ARTICLE V shall in no event whatsoever be deemed to be a waiver of the right to do so thereafter at any time as to the existing violation or any continuations thereof, or any future violations. No violations, continuing or otherwise, shall be deemed to be waived under any circumstances whatsoever. If any party shall seek to enforce any of the provisions of this ARTICLE V against any other party by legal or equitable proceedings then the prevailing party in such legal or equitable proceedings (whether such prevailing party prevails totally or substantially as to the relief sought or opposed by such prevailing party, and whether such prevailing party is a plaintiff or defendant) shall, in addition to all other sums, remedies and judgments to which such prevailing party would otherwise be entitled, be entitled to recover such prevailing party's reasonable costs, court costs, expenses of litigation and attorney's fees incurred in such proceedings and in connection with such proceedings, and in the preparation for such proceedings, and shall have judgment therefor, in addition to judgments for all other sums and remedies to which such prevailing party would otherwise be entitled."

REMAINING PROVISIONS

All remaining provisions of the Condominium Declaration shall remain in full force and effect as written. The Condominium Declaration, as hereby amended, shall continue in full force and effect.

IN WITNESS WHEREOF, Dan Hagan, the Developer, and the undersigned Unit Owners, being the owners of more than seventy-five percent (75%) of the Units located within the Condominium and the Development, have executed this Amendment to the Condominium Declaration effective the day and year first above written.

THE DEVELOPER:



 Dan Hagan, single person

STATE OF MISSOURI)
) ss
 COUNTY OF BOONE)

On this 6th day of MARCH 1989, 1988, before me, the undersigned, a notary public in and for the state and county aforesaid, personally appeared Dan Hagan, a single person, to me personally known, who being by me first duly sworn, did state that he had executed the foregoing document, and that he had done so as his free act and deed.

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

My commission expires: Oct 27, 1990
Margaret B M Conroy
Notary Public
Margaret B M Conroy



UNIT OWNERS

[Note: This Amendment must be signed by the Owners of more than seventy-five percent (75%) of the existing Units, and should, if practicable, be signed by the Owners of as many Units as are willing to sign same. The following instructions must be followed:

- 1 For Units which are owned by more than one (1) Owner, all Owners must sign
- 2 For Units which are owned by married persons, both husbands and wives must sign, even though only one of them may be the record Owner of the Unit
- 3 If a Unit is owned by a corporation, then the signature must be in the name of the corporation. The document must be signed by the corporation's president. The corporation's seal must be affixed and must be attested to by the secretary
- 4 The Unit number or letter designation of the Unit Owner must appear opposite the Unit Owner's signature
- 5 Type or print names below each signature
- 6 The Unit Owner must sign before a notary public and must date his or her signature and his or her signature must be notarized
- 7 The recording of this document should be accompanied by the recording of a verified title search by the title company verifying that the Owners signing this document constitute the Owners of more than seventy-five percent (75%) of the Units]

Unit Number	Date of Signature	Signature of Unit Owner(s)
<u>2009L 1C</u>	<u>6-25-88</u>	<u>Evelyn S. Givirth ICE</u>
<u>1997D 40</u>	<u>11-1-88</u>	<u>Raymond J. ...</u>
<u>1912D 15D</u>	<u>11-1-88</u>	<u>... ..</u>
<u>2007E 2E</u>	<u>01-25-1988</u>	<u>... ..</u>

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<u>Unit Number</u>	<u>Date of Signature</u>	<u>Signature of Unit Owner(s)</u>
<u>2009 D 1D</u>	<u>0-25-88</u>	<u>David K Bradley</u> David K Bradley
<u>2009 E 1G</u>	<u>0-25-88</u>	<u>Lawrence Michael Lane</u> Lawrence Michael Lane
<u>1992 B 17B</u>	<u>Oct 25, 1988</u>	<u>Richard A. Frank</u> Richard A. Frank
<u>1880 A 14A</u>	<u>10-25-88</u>	<u>Stephen A. Sinclair</u> Stephen A. Sinclair
<u>1880 B 14B</u>	<u>Oct 25, 1988</u>	<u>Jane Sweetser</u> Jane Sweetser
<u>2032 A 18A</u>	<u>Oct 25, 1988</u>	<u>Walter J. Long</u> Walter J. Long
<u>1880 C 14C</u>	<u>10-25-88</u>	<u>Walter J. Long</u> Walter J. Long
<u>2032 B 18B</u>	<u>Oct 25, 1988</u>	<u>Debra A. Hunt</u> Debra A. Hunt
<u>1992 C 17C</u>	<u>10-31-88</u>	<u>Barbara W. Waddell</u> Barbara W. Waddell
<u>1992 A 17A</u>	<u>Oct 31, 1988</u>	<u>Allen P. Andrews</u> Allen P. Andrews
<u>1952 D 16D</u>	<u>10-31-88</u>	<u>William B. Downing</u> William B. Downing
<u>1952 C 16C</u>	<u>10-31-88</u>	<u>David E. Wolsey</u> David E. Wolsey
<u>2032 C 18C</u>	<u>11-1-88</u>	<u>Richard J. Feltz</u> Richard J. Feltz
<u>2007 B 2B</u>	<u>11-1-88</u>	<u>Timothy A. Hunt</u> Timothy A. Hunt
<u>2007 A 2A</u>	<u>11-1-88</u>	<u>Bernice W. Waddell</u> Bernice W. Waddell
<u>2007 B 2B</u>	<u>11-1-88</u>	<u>Carrie Waddell</u> Carrie Waddell
<u>2007 F 2F</u>	<u>11-1-88</u>	<u>Judy Elam</u> Judy Elam

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Unit Number	Date of Signature	Signature of Unit Owner(s)
<u>2017H 2H</u>	<u>11-1-88</u>	<u>[Signature]</u> New Springs
<u>2049A 1A</u>	<u>11-1-88</u>	<u>[Signature]</u> Kathy Lewis Posture, Anne Ramey
<u>997H 4H</u>	<u>11/1/88</u>	<u>[Signature]</u> Susan Shuck
<u>1912B 15B</u>	<u>11/1/88</u>	<u>[Signature]</u> Kendall K. Smeizer
<u>1912A 15A</u>	<u>11-1-88</u>	<u>[Signature]</u> Ronald Martin, John Martin
<u>2005B 3D</u>	<u>11-2-88</u>	<u>[Signature]</u> Rochelle Rhee
<u>1997G 4G</u>	<u>11-2-88</u>	<u>[Signature]</u> Charles D. Briggs, David C. Briggs
<u>1999B 5B</u>	<u>11-2-88</u>	<u>[Signature]</u> Kimberly Shaw, Wayne R. Shaw
<u>2005B 3B</u>	<u>11-3-88</u>	<u>[Signature]</u> Dorise R. Lewis
<u>1999F 5F</u>	<u>11-3-88</u>	<u>[Signature]</u> Angela K. Lewis
<u>1999C 5G</u>	<u>11-3-88</u>	<u>[Signature]</u> Marcella Keith
<u>2005G 3G</u>	<u>11/4/88</u>	<u>[Signature]</u> Diana Carey, Mike Carey
<u>1999E 5E</u>	<u>11/5/88</u>	<u>[Signature]</u> Rosalee Rogers
<u>1952-B 16B</u>	<u>11/25/88</u>	<u>[Signature]</u> John Hyden
<u>1997-B 4B</u>	<u>12/3/88</u>	<u>[Signature]</u> Thomas R. Marrow
<u>1997-A 4A</u>	<u>1/18/89</u>	<u>[Signature]</u> Robert R. Schindler
<u>1997C 4C</u>	<u>2-17-89</u>	<u>[Signature]</u> Dana Guelly

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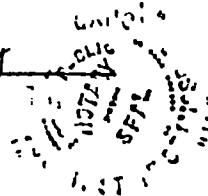
<u>Unit Number</u>	<u>Date of Signature</u>	<u>Signature of Unit Owner(s)</u>
_____	_____	_____
_____	_____	_____

STATE OF MISSOURI)
)ss
 COUNTY OF BOONE)

The undersigned, a notary public in and for the State of Missouri and County of Boone, hereby states that each of the Unit Owners who signed the foregoing document signed such document, in the presence of the undersigned notary; that each of such Unit Owners was personally known to the undersigned notary; that each of such Unit Owners signed the foregoing document in Boone County, Missouri before the undersigned notary, that the undersigned notary was present when each of the said Unit Owners signed the foregoing document; that each of the said Unit Owners signed the foregoing document upon the "date of signature" appearing next to his or her signature, and that each of the said Unit Owners, being first duly sworn by the undersigned notary, did acknowledge that he or she had executed the foregoing document and that he or she had done so as his or her free act and deed

IN TESTIMONY WHEREOF I have hereunto affixed my hand and notarial seal at my office in Boone County, Missouri on the day and year first above written

Margaret B M Canoy
 Notary Public
 Margaret B M Canoy



My commission expires: September 29, 1990

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IN TESTIMONY WHEREOF, I have hereunto signed my hand and notarial seal at my office in _____ on the day and year hereinabove first written

James J. Krieggshauger
Notary Public
JAMES J. KRIEGGSHAUGER
NOTARY PUBLIC STATE OF MISSOURI
MY COMMISSION EXPIRES 11/19/89
ST. LOUIS COUNTY

My commission expires _____

UNIT OWNERS

[Note: This Amendment must be signed by the Owners of more than seventy-five percent (75%) of the existing Units, and should, if practicable, be signed by the Owners of as many Units as are willing to sign same. The following instructions must be followed:

- 1 For Units which are owned by more than one (1) Owner, all Owners must sign
- 2 For Units which are owned by married persons, both husbands and wives must sign, even though only one of them may be the record Owner of the Unit
- 3 If a Unit is owned by a corporation, then the signature must be in the name of the corporation. The document must be signed by the corporation's president. The corporation's seal must be affixed and must be attested to by the secretary
- 4 The Unit number or letter designation of the Unit Owner must appear opposite the Unit Owner's signature
- 5 Type or print names below each signature
- 6 The Unit Owner must sign before a notary public and must date his or her signature and his or her signature must be notarized
- 7 The recording of this document should be accompanied by the recording of a verified title search by the title company verifying that the Owners signing this document constitute the Owners of more than seventy-five percent (75%) of the Units.]

<u>Unit Number</u>	<u>Date of Signature</u>	<u>Signature of Unit Owner(s)</u>
5C 1999C	12-9-88	<i>Olyga M. Sciortino</i> Olyga M. Sciortino
_____	_____	_____

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Unit Number Date of Signature Signature of Unit Owner

EC 1999c 12-9-88 Olga M. Scortno

STATE OF Missouri

COUNTY OF St. Louis 88

The undersigned a notary public in and for the State of Missouri and County of St. Louis, hereby states that the following personally appeared before me Olga M. Scortno acknowledge that he or she had executed the foregoing document and that he or she had done so as his or her free act and deed

IN TESTIMONY WHEREOF I have hereunto affixed my hand and notarial seal

My commission expires 11/19/89

James J. Schaus
 Notary Public
 JAMES J. SCHAUER
 NOTARY PUBLIC, STATE OF MISSOURI
 MY COM. IS OPEN EXPIRES 11/19/89
 ST. LOUIS COUNTY

SEAL

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IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal at my office in _____ on the day and year hereinabove first written

Notary Public

My commission expires _____

UNIT OWNERS

[Note This Amendment must be signed by the Owners of more than seventy-five percent (75%) of the existing Units and should, if practicable, be signed by the Owners of as many Units as are willing to sign same The following instructions must be followed

- 1 For Units which are owned by more than one (1) Owner, all Owners must sign
- 2 For Units which are owned by married persons, both husbands and wives must sign, even though only one of them may be the record Owner of the Unit
- 3 If a Unit is owned by a corporation, then the signature must be in the name of the corporation The document must be signed by the corporation's president The corporation's seal must be affixed and must be attested to by the secretary
- 4 The Unit number or letter designation of the Unit Owner must appear opposite the Unit Owner's signature
- 5 Type or print names below each signature
- 6 The Unit Owner must sign before a notary public and must date his or her signature and his or her signature must be notarized
- 7 The recording of this document should be accompanied by the recording of a verified title search by the title company verifying that the Owners signing this document constitute the Owners of more than seventy-five percent (75%) of the Units.]

Unit Number

Date of Signature

Signature of Unit Owner(s)

3H 2005H

12 6 88

Robert Arthur Quenburger
Robert Arthur Quenburger

Boone County, Missouri

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<u>Unit Number</u>	<u>Date of Signature</u>	<u>Signature of Unit Owner(s)</u>
_____	_____	_____
_____	_____	_____

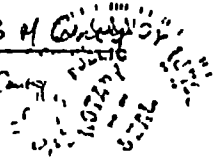
STATE OF Missouri
COUNTY OF Boone ss

The undersigned a notary public in and for the State of Missouri and County of Boone, hereby states that the following personally appeared before me Robert Arthur Leuenberger acknowledge that he or she had executed the foregoing document and that he or she had done so as his or her free act and deed

IN TESTIMONY WHEREOF I have hereunto affixed my hand and notarial seal

My commission expires Sept 29, 1990

Margaret B H Gray
Notary Public
Boone County Missouri



SEAL

Boone County, Missouri

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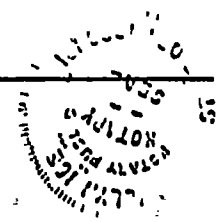
Unit Number	Date of Signature	Signature of Unit Owner(s)
<u>2009C 1C</u>	<u>2/25/89</u>	<u>Mary L. Jee</u> MARY L. JEE
<u>2009C 1C</u>	<u>2/25/89</u>	<u>Betty J. Jee</u> BETTY J. JEE

STATE OF MISSOURI)
) ss
COUNTY OF BOONE)

The undersigned, a notary public in and for the State of Missouri and County of Boone, hereby states that each of the Unit Owners who signed the foregoing document signed such document, in the presence of the undersigned notary, that each of such Unit Owners was personally known to the undersigned notary, that each of such Unit Owners signed the foregoing document in Boone County, Missouri before the undersigned notary; that the undersigned notary was present when each of the said Unit Owners signed the foregoing document; that each of the said Unit Owners signed the foregoing document upon the "date of signature" appearing next to his or her signature, and that each of the said Unit Owners, being first duly sworn by the undersigned notary, did acknowledge that he or she had executed the foregoing document and that he or she had done so as his or her free act and deed

IN TESTIMONY WHEREOF I have hereunto affixed my hand and notarial seal at my office in Boone County, Missouri on the day and year first above written

Evelyn Jee
Notary Public



My commission expires: MAY 2, 1989

EVELYN JEE
NOTARY PUBLIC, STATE OF MISSOURI
MY COMMISSION EXPIRES MAY 2, 1989
BOONE COUNTY

Boone County, Missouri

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Unit Number

1E 2009E

1E 2009E

Date of Signature

1-30-89

1-30-89

Signature of Unit Owner(s)

Print Name of Unit Owner

Mohraz Khosropaneh

STATE OF _____

COUNTY OF _____

The undersigned, a notary public in and for the State of Mo and County of P.G., hereby states that the following personally appeared before me Mrs. Mohraz Khosropaneh acknowledge that he or she had executed the foregoing document and that he or she had done so as his or her free act and deed

IN TESTIMONY WHEREOF I have hereunto affixed my hand and notarial seal

No. _____
My commission expires July 1, 1990

Notary Public

SEAL



Unofficial Document

<u>Unit Number</u>	<u>Date of Signature</u>	<u>Signature of Unit Owner(s)</u>
1912C 15C	3/6/89	<u>Robert C. Burton</u> Robert L. Hupton
1912C 15C	3/6/89	<u>Carol A. Burton</u> Carol A. Burton

STATE OF Missouri
 COUNTY OF Jackson **

The undersigned, a notary public in and for the State of Missouri and County of Jackson, hereby states that the following personally appeared before me Robert C. & Carol A. Burton acknowledge that he or she had executed the foregoing document and that he or she had done so as his or her free act and deed

IN TESTIMONY WHEREOF I have hereunto affixed my hand and notarial seal

Elaine Lewis
 Notary Public
 Elaine Lewis

My commission expires 2-17-91

SEAL



State of Missouri)
 County of Boone) Scl.

I, the undersigned Recorder of Deeds of said County and State do hereby certify that the foregoing instrument of writing was filed for record in my office on the 21st day of March, 1989 at 10 o'clock 30 minutes A M and is truly recorded in Book 716 Page 141

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

Bettie Johnson, Recorder
Laura Cochran Deputy

Laura Cochran