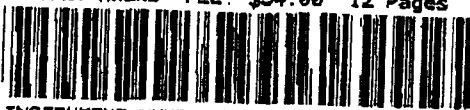


RECORDER'S CERTIFICATION  
JACKSON COUNTY, MISSOURI

12/22/2006 03:44:05 PM

INSTRUMENT TYPE: AMEND FEE: \$54.00 12 Pages



INSTRUMENT NUMBER/BOOK & PAGE:

2006E0140894



ROBERT T. KELLY, DIRECTOR, RECORDER OF DEEDS

**Title of Document:** Amendment To The Declaration of Condominium Ownership and Supplementary Declaration of Covenants, Restrictions and Conditions for Lakeshore Townhouses

**Date of Document:** December 6, 2006

**Grantor(s):** Lakeshore Townhouses Association

**Grantee(s):** Cathrine A. Stone, William T. Coleman, Elaine K. Coleman, Timothy Beebe, Janet Beebe, James E. Judge, Donna Bowles, Ralph J. Bicknell, Marylyn L. Bicknell, Penelope J. Oathout, John D. Whitten, Harry Frederick Judy, and Marilyn H. Larson

**Grantee(s) Mailing Address:** c/o James E. Judge, 3904 NE Squoia, Lee's Summit, MO 64064

**Legal Description:** The following tract lying in the Southeast quarter of Section 7, Township 48, Range 31, Lee's Summit, Jackson County, Missouri, described as follows: Beginning at the Southwest corner of the aforesaid Southeast quarter; thence South 87 degrees 46 minutes 41 seconds East along the South line of said quarter section 389.48 feet; thence North 0 degrees 59 minutes 21 seconds East 43.99 feet to the North line of Woods Chapel Road as now established and the true point of beginning; thence North 0 degrees 59 minutes 21 seconds East 36.78 feet; thence North 89 degrees 00 minutes 39 seconds West 88.38 feet; thence North 31 degrees 03 minutes 50 seconds West 60.31 feet; thence North 4 degrees 07 minutes West 90.0 feet; thence North 19 degrees 23 minutes 34 seconds East 125.0 feet; thence North 43 degrees 40 minutes 45 seconds East 110.30 feet; thence South 46 degrees 19 minutes 15 seconds East 62.69 feet; thence South 68 degrees 40 minutes 15 seconds East 21.96 feet to a point on a curve having a radius of 937.09 feet and an initial tangent bearing of North 21 degrees 19 minutes 45 seconds East; thence Northerly along said curve to the left 21.74 feet to the point of tangency; thence North 20 degrees East 202.0 feet to a point of curve, said curve having a radius of 50.0 feet; thence along said curve to the right 235.62 feet; thence South 20 degrees West 152.0 feet to a point of curve, said curve having a radius of 987.09 feet; thence Southerly along said curve to the right 102.51 feet to a point of reverse curvature having a radius of 200.90 feet; thence Southerly along said curve to the left 68.87 feet; thence South 83 degrees 41 minutes 30 seconds East 36.44 feet; thence North 76 degrees 15 minutes 24 seconds East 36.5 feet; thence due East 33.46 feet; thence due South 121.21 feet; thence North 89 degrees 00 minutes 39 seconds West 108.00 feet; thence South 0 degrees 59 minutes 21 seconds West 55.40 feet to the North line of Woods Chapel Road; thence North 89 degrees 00 minutes 39 seconds West along said North line 50.0 feet to the true point of beginning.

**Instrument Number, Reference Book and Page(s):** I-162473 in Book I-473 at Page 269

Return to Kim M. Roam, Cochran, Oswald & Roam, LLC, 601 NW Jefferson, Blue Springs, MO 64014

*Xc: Machel Seiler - Acting*

**AMENDMENT TO THE  
DECLARATION OF CONDOMINIUM OWNERSHIP AND  
SUPPLEMENTARY DECLARATION OF COVENANTS,  
RESTRICTIONS AND CONDITIONS FOR  
LAKESHORE TOWNHOUSES**

**THIS AMENDMENT** to the Declaration of Condominium Ownership and Supplementary Declaration of Covenants, Restrictions and Conditions for Lakeshore Townhouses is made this 6 day of Dec, 2006, by the undersigned Lakeshore Townhouses Association, a not-for-profit corporation organized and existing pursuant to the laws of the State of Missouri (the "Association"), and the undersigned Unit Owners, who represent a majority of the Unit Owners comprising the Association.

**WITNESSETH:**

**WHEREAS**, the initial Declaration of Condominium Ownership and Supplementary Declaration of Covenants, Restrictions and Conditions for Lakeshore Townhouses dated August 28, 1973 (the "Initial Declaration") was made by Farm & Home Savings Association, a Missouri corporation, who acted as the Developer of Lakeshore Townhouses, and encumbers the following described real estate located in the City of Lee's Summit, County of Jackson, State of Missouri:

The following tract lying in the Southeast quarter of Section 7, Township 48, Range 31, Lee's Summit, Jackson County, Missouri, described as follows: Beginning at the Southwest corner of the aforesaid Southeast quarter; thence South 87 degrees 46 minutes 41 seconds East along the South line of said quarter section 389.48 feet; thence North 0 degrees 59 minutes 21 seconds East 43.99 feet to the North line of Woods Chapel Road as now established and the true point of beginning; thence North 0 degrees 59 minutes 21 seconds East 36.78 feet; thence North 89 degrees 00 minutes 39 seconds West 88.38 feet; thence North 31 degrees 03 minutes 50 seconds West 60.31 feet; thence North 4 degrees 07 minutes West 90.0 feet; thence North 19 degrees 23 minutes 34 seconds East 125.0 feet; thence North 43 degrees 40 minutes 45 seconds East 110.30 feet; thence South 46 degrees 19 minutes 15 seconds East 62.69 feet; thence South 68 degrees 40 minutes 15 seconds East 21.96 feet to a point on a curve having a radius of 937.09 feet and an initial tangent bearing of North 21 degrees 19 minutes 45 seconds East; thence Northerly along said curve to the left 21.74 feet to the point of tangency; thence North 20 degrees East 202.0 feet to a point of curve, said curve having a radius of 50.0 feet; thence along said curve to the right 235.62 feet; thence South 20 degrees West 152.0 feet to a point of curve, said curve having a radius of 987.09 feet; thence Southerly along said curve to the right 102.51 feet to a point of reverse curvature having a radius of 200.90 feet; thence Southerly along said curve to the left 68.87 feet; thence South 83 degrees 41 minutes 30 seconds East 36.44 feet; thence North 76 degrees 15 minutes 24 seconds East 36.5 feet; thence due East 33.46 feet; thence due South 121.21 feet; thence North 89 degrees 00 minutes 39 seconds West 108.00 feet; thence South 0 degrees 59 minutes 21 seconds West 55.40 feet to the North line of Woods Chapel Road; thence North 89 degrees 00 minutes 39 seconds West along said North line 50.0 feet to the true

point of beginning.

**WHEREAS**, the Initial Declaration delegated to the Association the power and responsibility to acquire, provide for and pay for a policy or policies of insurance for both common areas and the condominium units against loss or damage by fire or such other hazards as are covered under standard extended coverage provisions for the full insurable replacement cost of the common area elements and the units; and

**WHEREAS**, the Association, pursuant to the authority of Article XII, Section 12.1 of the Initial Declaration, assigned to the Lakewood Property Owners Association (the "LPOA") the rights and responsibilities to contract for the insurance, and other duties of the Association; and

**WHEREAS**, the undersigned Association and Unit Owners, in order to reduce premium costs and obtain a copy of the written policy evidencing coverage and detailing the costs, deductible and other pertinent information relative thereto, desire to amend the Initial Declaration to allow each Unit Owner to individually acquire, provide for and pay for a policy or policies of insurance for their respective Unit against loss or damage by fire and such other hazards as are covered under standard extended hazard coverage provisions for the full insurable replacement cost of said Unit, together with a policy or policies insuring the Unit Owners against any liability to the public incident to the ownership and/or use of their individual Unit ([collectively,] the "Desired Amendments"); and

**WHEREAS**, pursuant to Article XI, Section 11.7 of the Initial Declaration, and pursuant to Article VIII, Section 1 of the Bylaws of the Association, the Association and Unit Owners met at a Special Meeting, duly noticed in accordance with said Bylaws, for the purpose of discussing and approving the Desired Amendments; and

**WHEREAS**, upon a motion duly made, seconded and approved, the Desired Amendments were approved and are set forth hereinbelow.

**NOW, THEREFORE**, the undersigned hereby declare that all of the property of the Lakeshore Townhouses, as more particularly described in Exhibit A attached hereto and incorporated herein by reference, shall be held, sold and conveyed subject to the easements, restrictions, covenants and conditions of the Initial Declaration, as originally filed, with the following amendments thereto:

1. Section 5.3 General Powers of the Association, specifically paragraphs 5.3(b) and 5.3(c), shall be amended to read as follows:

5.3(b) A policy or policies of insurance for the property against loss or damage by fire and such other hazards as are covered under standard extended coverage provisions for the full insurable replacement cost of the common elements ("Common Area Coverage"). The insurance for Common Area Coverage shall be written in the name of, and proceeds thereof shall be payable to the Manager or the Board of Managers of the Association, as Trustee for each of the Unit Owners in the percentages established in this Declaration or amendment thereto, if any. Each Unit Owner shall acquire, provide for, and shall pay for a policy or policies of insurance for their

individual Unit against loss or damage by fire and such other hazards as are covered under standard extended coverage policies for the fully insurable replacement cost of the Unit insured ("Unit Coverage"). The insurance for Unit Coverage shall be written in the name of, and the proceeds thereof shall be jointly payable to the Unit Owner of the unit damaged and the Board of Managers of the Association, as Trustee for each of the Unit Owners in the percentages established in the Declaration or amendments thereto, if any. The policy or policies of insurance for the Common Area Coverage and Unit Coverage may contain a loss payable clause containing the words, "To the holder or holders of mortgages or deeds of trust of record, if any, as their interests may appear" without specifically naming the holder or holders in the clause, in which event the proceeds shall thereupon be payable jointly to the Manager or the Board of Managers and the holder or holders of mortgages or deeds of trust of record, as trustees for each of the Unit Owners in the percentages established in the Declaration or any amended Declaration. The Board of Managers and the Unit Owners shall have full power to adjust all insurance losses by suit or otherwise and payment accepted by the Unit Owner and the Board of Managers hereunder shall constitute a discharge to the insurer. Premiums for the insurance for Common Area Coverage shall be a common expense, and premiums for the insurance for Unit Coverage shall be the expense of the individual Unit Owner acquiring same.

- 5.3(c) A policy or policies insuring the Association, the Board of Managers, and the Unit Owners against any liability to the public or to the Owners (of units and of the common area, and their invitees, or tenants), incident to the ownership and/or use of the common area, the liability under which insurance shall be not less than One Hundred Thousand Dollars (\$100,000.00) for any one person injured, Three Hundred Thousand Dollars (\$300,000.00) for any one accident, and Ten Thousand Dollars (\$10,000.00) for property damage (such limits to be reviewed at least annually by the Association and increased in its discretion), payable to the Association, as Trustee for the Unit Owners.

Each Unit Owner shall acquire, provide for, and pay for a policy or policies insuring the Unit Owner and the Association, and the Board of Managers against any liability to the public or to the Owners (of units and of the common area, and their invitees, or tenants), incident to the ownership and/or use of the unit, the liability under which insurance shall be not less than One Hundred Thousand Dollars (\$100,000.00) for any one person injured, Three Hundred Thousand Dollars (\$300,000.00) for any one accident, and Ten Thousand Dollars (\$10,000.00) for property damage (such limits to be reviewed at least annually by the Unit Owner and Association and increased in their discretion), payable to the Association, as Trustee for the Unit Owner.

The undersigned further acknowledge, agree and approve the Affidavit attached hereto as Exhibit B executed by James E. Judge, an officer of the Association, certifying that a copy of the Desired Amendments has been mailed by certified mail to all mortgagees having a bona fide lien of record not less than ten (10) days prior to the date of such Affidavit, in compliance with Section 11.7 of the Initial Declaration.





Donna Bowles  
Donna Bowles

Bldg. 2, Unit 2

DONNA Bowles

STATE OF MISSOURI )  
                                  ) SS:  
COUNTY OF JACKSON )

ON THIS 10<sup>th</sup> day of December 2006, before me, the undersigned Notary Public, personally appeared Donna Bowles known to me to be the person described above and who executed the foregoing instrument as her own free act and deed.

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

Denay Oathout  
Notary Public

My Commission Expires: May 26, 2008

Ralph J. Bicknell  
Ralph J. Bicknell

Bldg. 3, Unit 1

Marylyn L. Bicknell  
Marylyn L. Bicknell

STATE OF MISSOURI )  
                                  ) SS:  
COUNTY OF JACKSON )

ON THIS 10<sup>th</sup> day of December 2006, before me, the undersigned Notary Public, personally appeared Ralph J. Bicknell and Marylyn L. Bicknell known to me to be the persons described above and who executed the foregoing instrument as their own free act and deed.

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

Denay Oathout  
Notary Public

My Commission Expires: May 26, 2008

Penelope J. Oathout  
Penelope J. Oathout

Bldg. 3, Unit 2

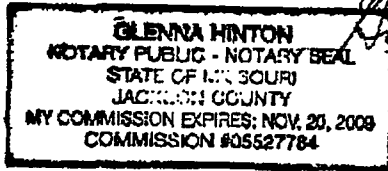
STATE OF MISSOURI )  
                                  ) SS:  
COUNTY OF JACKSON )

ON THIS 10<sup>th</sup> day of December 2006, before me, the undersigned Notary Public, personally appeared Penelope J. Oathout known to me to be the person described above and who executed the foregoing instrument as her

own free act and deed.

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

My Commission Expires:



Notary Public

*John D. Whitten*  
 \_\_\_\_\_  
 John D. Whitten

Bldg. 4, Unit 1

STATE OF MISSOURI

) SS:

COUNTY OF JACKSON

ON THIS 17<sup>th</sup> day of December 2006, before me, the undersigned Notary Public, personally appeared John D. Whitten known to me to be the person described above and who executed the foregoing instrument as his own free act and deed.

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

My Commission Expires: May 26, 2008

*Glenna Hinton*  
 \_\_\_\_\_  
 Notary Public

*Harry F. Judy*  
 \_\_\_\_\_

Bldg. 4, Unit 2

Harry Frederick Judy

STATE OF MISSOURI

) SS:

COUNTY OF JACKSON

ON THIS 17<sup>th</sup> day of December 2006, before me, the undersigned Notary Public, personally appeared Harry Frederick Judy known to me to be the person described above and who executed the foregoing instrument as his own free act and deed.

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

My Commission Expires: May 26, 2008

*Glenna Hinton*  
 \_\_\_\_\_  
 Notary Public





**EXHIBIT "A"**  
Legal Description(s)

- 1) Real Estate encumbered
- 2) Condominium Units encumbered

\*\*\*\*\*

- 1) The following tract lying in the Southeast quarter of Section 7, Township 48, Range 31, Lee's Summit, Jackson County, Missouri, described as follows: Beginning at the Southwest corner of the aforesaid Southeast quarter; thence South 87 degrees 46 minutes 41 seconds East along the South line of said quarter section 389.48 feet; thence North 0 degrees 59 minutes 21 seconds East 43.99 feet to the North line of Woods Chapel Road as now established and the true point of beginning; thence North 0 degrees 59 minutes 21 seconds East 36.78 feet; thence North 89 degrees 00 minutes 39 seconds West 88.38 feet; thence North 31 degrees 03 minutes 50 seconds West 60.31 feet; thence North 4 degrees 07 minutes West 90.0 feet; thence North 19 degrees 23 minutes 34 seconds East 125.0 feet; thence North 43 degrees 40 minutes 45 seconds East 110.30 feet; thence South 46 degrees 19 minutes 15 seconds East 62.69 feet; thence South 68 degrees 40 minutes 15 seconds East 21.96 feet to a point on a curve having a radius of 937.09 feet and an initial tangent bearing of North 21 degrees 19 minutes 45 seconds East; thence Northerly along said curve to the left 21.74 feet to the point of tangency; thence North 20 degrees East 202.0 feet to a point of curve, said curve having a radius of 50.0 feet; thence along said curve to the right 235.62 feet; thence South 20 degrees West 152.0 feet to a point of curve, said curve having a radius of 987.09 feet; thence Southerly along said curve to the right 102.51 feet to a point of reverse curvature having a radius of 200.90 feet; thence Southerly along said curve to the left 68.87 feet; thence South 83 degrees 41 minutes 30 seconds East 36.44 feet; thence North 76 degrees 15 minutes 24 seconds East 36.5 feet; thence due East 33.46 feet; thence due South 121.21 feet; thence North 89 degrees 00 minutes 39 seconds West 108.00 feet; thence South 0 degrees 59 minutes 21 seconds West 55.40 feet to the North line of Woods Chapel Road; thence North 89 degrees 00 minutes 39 seconds West along said North line 50.0 feet to the true point of beginning.

\*\*\*\*\*

2)

UNIT 1, BUILDING 1, LAKESHORE TOWNHOUSES, A SUBDIVISION IN LEE'S SUMMIT, JACKSON COUNTY, MISSOURI

UNIT 2, BUILDING 1, LAKESHORE TOWNHOUSES, A SUBDIVISION IN LEE'S SUMMIT, JACKSON COUNTY, MISSOURI

UNIT 3, BUILDING 1, LAKESHORE TOWNHOUSES, A SUBDIVISION IN LEE'S SUMMIT, JACKSON COUNTY, MISSOURI

UNIT 1, BUILDING 2, LAKESHORE TOWNHOUSES, A SUBDIVISION IN  
LEE'S SUMMIT, JACKSON COUNTY, MISSOURI

UNIT 2, BUILDING 2, LAKESHORE TOWNHOUSES, A SUBDIVISION IN  
LEE'S SUMMIT, JACKSON COUNTY, MISSOURI

UNIT 1, BUILDING 3, LAKESHORE TOWNHOUSES, A SUBDIVISION IN  
LEE'S SUMMIT, JACKSON COUNTY, MISSOURI

UNIT 2, BUILDING 3, LAKESHORE TOWNHOUSES, A SUBDIVISION IN  
LEE'S SUMMIT, JACKSON COUNTY, MISSOURI

UNIT 1, BUILDING 4, LAKESHORE TOWNHOUSES, A SUBDIVISION IN  
LEE'S SUMMIT, JACKSON COUNTY, MISSOURI

UNIT 2, BUILDING 4, LAKESHORE TOWNHOUSES, A SUBDIVISION IN  
LEE'S SUMMIT, JACKSON COUNTY, MISSOURI

UNIT 3, BUILDING 4, LAKESHORE TOWNHOUSES, A SUBDIVISION IN  
LEE'S SUMMIT, JACKSON COUNTY, MISSOURI

