

RECORDER'S CERTIFICATION
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ROBERT T. KELLY, DIRECTOR OF RECORDS

Title of Document: LAKEWOOD SHORES ADDITION SECOND AMENDED
DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS

Date of Document: 7/29/2004

Grantor(s): RESTRICTIONS / Lakewood Oaks Development
Corporation

Grantee(s): ALL OF LAKEWOOD SHORES THIRD PLAT, LOTS 121-A
THROUGH 140-A, LOTS 141-A, 142-A, AND 143-A, A
SUBDIVISION IN LEE'S SUMMIT, JACKSON COUNTY,
MISSOURI

Grantee(s) Mailing Address: N/A

Legal Description: PAGE 1

Reference Book and Page(s): I 1364207 I 2729/1748

XC: Mackell, Lisa
Loren Sage

**LAKEWOOD SHORES ADDITION
SECOND AMENDED DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS**

THIS AMENDED DECLARATION AND DEDICATION is made effective this 29th day of July, 2004, by LAKEWOOD OAKS DEVELOPMENT CORPORATION, a Missouri corporation, hereinafter referred to as "Declarant";

WITNESSETH:

WHEREAS, Lakewood Oaks Development Corporation is the present owner of a certain tract of land known as Lakewood Shores Villas Parcel in the Lakewood Shores Addition, in Jackson County, City of Lee's Summit, Missouri, more particularly described as follows:

All of Lakewood Shores Third Plat, Lots 121-A through 140-A, Lots 141-A, 142-A and 143-A, a subdivision in Lee's Summit, Jackson County, Missouri

and,

WHEREAS, Declarant is the assignee of certain rights previously afforded to Farm & Home Savings Association as a result of a Partial Assignment of Declarant's Rights Under Declaration of Covenants, Conditions, and Restrictions

and Dedication of Easements for East Lake Village recorded in Book I2350 at Page 601 in the records of Jackson County, Missouri dated January 29, 1993; and

WHEREAS, the Declarant desires to provide for the preservation and enhancement of the property values, amenities and opportunities in a planned community to be developed on the aforescribed property, for the maintenance of the parcel common areas and grounds, provision of group services, and desires to subject the real property heretofore described to the covenants, conditions, easements, restrictions, charges and liens hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and,

WHEREAS, there is presently in existence a corporate entity known as Lakewood Property Owners Association, Inc., to which has been delegated and assigned certain powers for the maintenance, preservation and control of, and to promote the health, safety and welfare of the residents in the environment within an area known as the "East Lake Area", which such areas are more particularly described in a certain Plan of Merger and Merger Agreement filed with the Missouri Secretary on August 20, 1985; and

WHEREAS, Declarant desires to amend a certain Declaration of Covenants and Restrictions filed as Document ~~1364267~~ ¹¹³⁶⁴²⁶⁷ recorded on August 22, 1995 in the Office of Recorder of Deeds of Jackson County, Missouri to create

a subparcel and amend said Declaration of Covenants and Restrictions only with respect to certain provisions contained therein providing that all other provisions of Article I through Article XIV, as described on Pages 1 through 24 of the aforesaid document, shall remain in full force and effect except as amended and hereinafter set forth.

NOW, THEREFORE, Declarant declares that the real property heretofore described shall be held, transferred, sold, conveyed, and occupied subject to the Amended Covenants set forth herein:

ARTICLE VI

Covenant for Maintenance Assessment

Section 10 - Subparcel Assessment: Maintenance Assessments for Mowing and Irrigation. Each lot or single family residential unit owned within the properties and upon which a villa lot is constructed on Lots 121-A through 143-A shall be annexed into the Association, and each owner of any lot or single family villa unit by acceptance of a deed or occupancy of a unit, whether or not it is so expressed in such deed, is deemed to agree to pay to the Association in addition to special assessments for capital improvements, and special assessments for damage to the common areas as provided in Article VI, Sections 1 through 4 of Document I1364207; also agrees to pay a special annual assessment for lawn care, repair and maintenance of lawn sprinkler

systems and snow removal as itemized in (a) through (c) as follows:

(a) The Subparcel Association shall provide lawn care, consisting of mowing, edging, fertilizing and weed control of grass areas (excluding designated natural areas), on all villa lots, and shall trim trees along the street on the villa lots, but such services shall not include the replanting or reseeding of sod or grass, the replacement of trees, the trimming of trees not located along the streets, the care of bushes, shrubbery, gardens or flowers, or the care of any areas which have been enclosed by an owner with fencing or hedging or otherwise made inaccessible to the Subparcel Association.

(b) The Subparcel Association shall provide and pay for the costs of spring start-up, winterization, and repair and maintenance of lawn sprinkler-systems (excluding that part of any system lying in any flower and shrub beds) on the villa lots, except that the Subparcel Association shall not be obligated to repair any damage caused by the gross negligence or willful misconduct of the owner or the owner's guests or contractors and the Subparcel Association shall not pay for any water used by the sprinkler system (such water being the responsibility of the owner).

(c) The Subparcel Association shall provide snow (but not ice) removal for driveways, front sidewalks and front porches on the villa lots as soon as possible when the accumulation reaches two inches or more, provided, however, that if the portions of a particular villa lot as to which the Subparcel

Association is to provide snow removal are of a size or are constructed of materials that significantly increase the cost of snow removal for that villa lot when compared to the average cost per villa lot, the owner of such villa lot shall be responsible for directly paying or reimbursing the Subparcel Association for the additional costs of snow removal attributable to such villa lot.

The aforesaid annual Subparcel Association assessments shall be levied by the Association pursuant to the recommendation of the Subparcel Association and shall provide for the services outlined above.

The charges for water, electricity and repairs or service to the Individual lot or unit or for individual maintenance of the Irrigation system within the Individual lot shall be the responsibility of the Individual lot owner. Each such Subparcel Assessment, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a lien upon the lot or property against which each such assessment is made. Each such Subparcel Association assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of the lot at such time when the assessment fell due. The personal obligation for delinquent Subparcel Assessments shall not pass to successors in title, unless expressly assumed by them.

ARTICLE IV

Membership & Voting Rights

Section 2: SubParcel Membership and Voting Rights

All owners of Lots 121-A through 143-A shall be members of the Lakewood Property Owners Association and Lakewood Shores Parcel and shall in addition thereto be a member in the Lakewood Shores Subparcel and entitled to one (1) vote in the Lakewood Shores Villas Subparcel Association. Declarant shall have ten (10) votes for each lot or unit owned in said Subparcel Association.

The Subparcel Association shall have the duty to carry out the legal responsibilities outlined in Article VI, Section 10 (a), (b), and (c) above. The parcel shall annually appoint a three (3) person Board of Directors who shall recommend to the Parcel Association and to Lakewood Property Owners Association Board of Directors the annual amount of the Subparcel Assessment required for providing of the lawn care, irrigation services and snow removal referred to in Article VI, Section 10 (a), (b), and (c) above.

ARTICLE VII

Architectural Control and General Use Restrictions

With respect to the Lakeshore Villas, Article VII Section 20 shall be modified and amended to provide as set forth herein:

Section 20 - Fences, Hot Tubs, and Swimming Pools Prohibited. No fence, or swimming pool shall be constructed on villa lots to preserve the spaciousness of the open space behind the villa units and to provide uniform lawn care and irrigation services. Any decorative trellis or other landscaping on villa residential lots shall require prior review and approval by the Subparcel Committee and approval by Lakewood Property Owners Association Architectural Review Board prior to construction of same.

Section 21 - Construction on Common Area. Any improvement constructed on the common area Tract I shall require approval from the Lakewood Property Owners Association and any such improvement or modification shall require execution of a license agreement, if required by the Lakewood Property Owners Association.

ARTICLE XIV

Amendment of Lakewood Shores Declaration

This Instrument and Amendment is effective with respect to the real property legally described above Lots 121 - 143 only, and shall be considered an Amendment of the Lakewood Shores Addition Amended Declaration of Covenants, Conditions, and Restrictions, recorded as Document I364207 on August 22, 1995 in the Office of Recorder of Deeds of Jackson County, Missouri and to the extent that the terms and provisions of this Instrument conflict with

said Declaration, the terms and provisions of this amending Instrument shall be deemed controlling.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal the day and year first above written.

LAKWOOD OAKS DEVELOPMENT CORPORATION

By:

Robert O. Morrissey, President

ATTEST:

CORPORATION ACKNOWLEDGMENT

STATE OF KANSAS
COUNTY OF JOHNSON } ss.

BE IT REMEMBERED that on this 28 day of July, 2004, before me the undersigned a notary public, in and for the county and state aforesaid, came Robert O. Morrissey, President of Lakewood Oaks Development Corporation, a corporation duly organized, incorporated and existing under and by virtue of the laws of the State of Missouri, who is personally known to me to be such officer, and who is personally known to me to be such person who executed, as such officer, the within instrument of writing on behalf of said corporation, and such person duly acknowledged the execution of the same to be the act and deed of said corporation.

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

Ruby A. Reeves
Notary Public

My Commission Expires: March 13, 2005



RETURN DOCUMENT TO:
Lakewood Oak Dev.
15521 W. 110th St.
ATTN: Lexxa, KS Colony
SECURITY LAND TITLE COMPANY
FILE NO. _____