

STATE OF MISSOURI  
COUNTY OF JACKSON  
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DIRECTOR OF REVENUE

HOMES ASSOCIATION  
DECLARATION  
OF  
STONE CREEK

*W. K. Parker*

THIS DECLARATION, made on the date hereinafter set forth by WARREN K. PARKER and MARY K. PARKER, husband and wife, and KIRK JONES and MARILYN JONES, husband and wife, d/b/a PARKER-JONES DEVELOPMENT CO., a General Partnership, hereinafter collectively referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the developer of certain property in the City of Blue Springs, County of Jackson, State of Missouri, commonly known and referred to as STONE CREEK Subdivision, and

WHEREAS, Declarant has platted and developed the following phases of such residential subdivision, to-wit:

*39-288*  
"All of Lots 1 thru *29* and 36 thru 39, inclusive, STONE CREEK, a Subdivision in Blue Springs, Jackson County, Missouri"; and

*40-254*  
"All of Lots 30 thru 35 and 40, inclusive and Tracts A and B STONE CREEK-Second Plat, a Subdivision in Blue Springs, Jackson County, Missouri"; and

*40-414*  
"All of Lots 41 thru 52, inclusive, STONE CREEK, 3rd Plat, a Subdivision in Blue Springs, Jackson County, Missouri"; and

*41-49*  
"All of Lots 53 thru 65, inclusive, STONE CREEK, 4th Plat, a Subdivision in Blue Springs, Jackson County, Missouri"; and

*41-118*  
"All of Lots 66 thru 102, inclusive, STONE CREEK, 5th Plat, a Subdivision in Blue Springs, Jackson County, Missouri"; and

*42-36*  
"All of Lots 103 thru 122 and Tract E, STONE CREEK, 6th Plat, a Subdivision in Blue Springs, Jackson County, Missouri"; and

*42-462*  
"All of Lots 123 thru 139, STONE CREEK, 7th Plat, a Subdivision in Blue Springs, Jackson County, Missouri".

WHEREAS, Declarant is currently the owner of the following described lots contained within the first seven plats of STONE CREEK, to-wit:

- Lots 7, 30, 44, 59, 75, 78, 81, 83, 84, 80, 92, 93, 94, 95, 97, 105, 111, 112, 114, 117, 118, 119, 123, 124, 127, 128, 130, 131, 134, 135, 136, 137, 138 and 139.

WHEREAS, the Declarant deems it desirable, for the efficient preservation of the environment, values, and amenities in said property, to create an agency or agencies to which should be delegated and assigned the powers of owning, maintaining and administering the common areas and administering and enforcing the covenants and restrictions and collecting, and disbursing the assessments and charges hereinafter created, and promoting the recreation, health, safety and welfare of the residents; and

WHEREAS, the Declarant has incorporated or caused to be incorporated or will cause to be incorporated, under the laws of the State of Missouri the Stone Creek Home Owners Association,

Inc., as a not-for-profit corporation for the purpose of exercising the functions aforesaid for the benefit of and applying to all of the property now or hereafter covered by this Declaration;

NOW THEREFORE, Declarant hereby declares that all of the property now owned by Declarant and described above and any property subsequently annexed by separate Declaration or joined by separate Joinder Declaration hereto shall be held, sold and conveyed subject to the following covenants, and conditions. These covenants and conditions shall run with the real property and shall be binding on all parties having or acquiring any right, title or interest in the described property or any part thereof, their heirs, successors and assigns and shall inure to the benefit of each owner thereof.

## ARTICLE I

### DEFINITIONS

Section 1. "Association" shall mean and refer to the Stone Creek Home Owners Association, Inc., its successors and assigns.

Section 2. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use, enjoyment, and benefit of all the members of the Association, and shall include easements granted to the Association for the common use and benefit of all Association members.

Section 3. "Declarant" shall mean and refer to Warren K. Parker and Mary K. Parker, husband and wife, and Kirk Jones and Marilyn Jones, husband and wife, d/b/a Parker-Jones Development Co., a General Partnership, their successors and assigns.

Section 4. "Lot" shall mean and refer to any separately designated or numbered plot of land shown upon any recorded subdivision map of any phase of the Stone Creek Subdivision, excepting the Common Area.

Section 5. "Member" shall mean and refer to every person or entity who hold membership in the Association.

Section 6. "Mortgage" shall mean a conventional mortgage or a deed of trust.

Section 7. "Mortgagee" shall mean a holder of a conventional mortgage or a beneficiary under or holder of a deed of trust.

Section 8. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot or other land which is a part of the Property and which is subject to this Declaration, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 9. "Property" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 10. "Supplementary Declaration" shall mean and refer to any declaration of covenants, conditions or restrictions which may be recorded by the Declarant which contain some complementary provisions in relation to the Property or any portion thereof as authorized herein and is reasonably related to the general welfare

of the Owners and occupants within the Property or the portion thereof affected by same.

## ARTICLE II

### ANNEXATION OF ADDITIONAL PROPERTIES

Section 1. If, at any time, any Owner of fee simple title to any Lot located within the first seven plats of Stone Creek not now owned by Declarant, wishes to join onto this Declaration and impose upon such Lot the covenant to belong to the Association, such Lot may be joined to this Declaration by the owner executing and recording a "Joinder Declaration" in form substantially the same as that attached to this Declaration as Exhibit A.

Section 2. If within ten (10) years of the date of this Declaration, the Declarant should develop additional lands within the immediate vicinity of and contiguous to, or immediately adjacent to a public road or area which is contiguous to any of the land included within the first seven plats of Stone Creek, or other land hereafter annexed to the heretofore described land, such additional lands may be annexed to this Homes Association Declaration by the unanimous vote of Class B members without the assent of any member other than the Declarant.

Section 3. Following the period set forth in the preceding section, or upon the cessation of Class B membership, annexation of additional property to be made subject to this Declaration shall require the assent of two thirds (2/3) of all Class A votes cast at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting. The presence of members or of proxies entitled to cast sixty percent (60%) of the votes of the aforesaid class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called subject to the notice requirement set forth above and the required quorum at such subsequent meeting shall be one-half (1/2) of the required quorum of the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting. In the event that the requisite number of votes are not represented, in person or by proxy, members not present may give their written assent to the action taken thereat.

## ARTICLE III

### ASSOCIATION MEMBERSHIP

Every person or entity that is a record owner of a fee or undivided fee interest in any Lot which is subject to this Declaration, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. No Owner shall have more than one membership. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to covenants of record. Ownership of such Lot shall be the sole qualification for membership.

## ARTICLE IV

### VOTING RIGHTS

The Association shall have two classes of voting membership.

Class A. Class A members shall be all Owners with the exception of the Declarant. Class A members shall be entitled to one vote for each Lot in which they hold the interest required for

membership by Article III. When more than one person holds such interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member shall be the Declarant. The Class B member shall be entitled to nine (9) votes for each Lot in which they hold the interest required for membership by Article III. Class B membership may be converted to Class A membership, as to any Lots, at the option of Declarant, by delivery of a written notice to the President of the Association, and shall in any event cease to exist, and all Lots owned by the Declarant shall become the subject of Class A membership, on January 1, 1999.

## ARTICLE V

### POWERS AND DUTIES

In addition to any and all powers, rights and privileges granted to a Missouri not-for-profit corporation, the Association shall have the following powers and duties whenever in the exercise of its discretion it may deem them necessary or advisable:

(1) To enforce, in its own name, any covenants, conditions or restrictions which may now or may hereafter be imposed upon any of the Property. The expenses and costs of any such proceeding may be paid out of the general fund of the Association.

(2) To maintain, plant, care for, spray, trim, protect and replant trees, grass, shrubs and other landscaping on all streets in public places or in the Common Area.

(3) To provide and maintain such lights as the Association may deem advisable on streets, areas dedicated to the public or for the use of members of this Association, gateways, entrances or other features.

(4) To provide for the establishment, operation and maintenance of parks, playgrounds, community center, recreational facilities, gateways and entrances, fountains, streams, and ornamental features and the equipment thereof on any land set aside for the general use of the public or the owners, or to which all such owners have access and use thereof; and to provide for the maintenance of natural water courses within the property.

(5) To erect and maintain signs for the marking of the streets.

(6) To provide for all general items of use, maintenance and repair on or over the Common Area.

(7) To provide for additional police service by special arrangement with State, City or County authorities.

(8) To obtain fire insurance covering the full insurable replacement value of the improvements to Common Area with extended coverage.

(9) To obtain liability insurance insuring the Association against any and all liability to the public, to any owner, or to the invitees or tenants of any owner arising out of their occupation and/or use of the common area. The policy limits shall be set by the Association, and shall be reviewed at least annually and increased or decreased at the discretion of the Association.

(10) To obtain worker's compensation insurance to the extent necessary to comply with applicable law, and any other insurance deemed necessary by the board of directors of the Association.

(11) To mow, care for, and maintain, and to cut and remove weeds and grass from vacant property; to pick up and remove therefrom loose material, trash and rubbish of all kinds, and to do any other thing necessary or desirable in the judgment of the officers of said Association to keep such vacant and unimproved property neat in appearance and in good order.

(12) To acquire and own the title to such real estate as may be reasonably necessary in order to carry out the purposes of the Association, and to pay taxes on such real estate as may be so used by it, and such taxes as may be assessed against the Common Area. To borrow money, to mortgage, pledge, deed in trust or hypothecate any or all of its real or personal property as security for debts incurred or money borrowed.

(13) To enter into such agreements with other Homes Associations, municipalities, political subdivisions, individuals and corporations in order to implement the purposes of the Association and to provide such improvements for the benefit of the owners and members of this Association within the purview of this Declaration.

## ARTICLE VI

### COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the property, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any deed or other conveyance, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and such costs of collection thereof, and reasonable attorney's fees, shall be a charge on 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, costs and reasonable attorney's fees shall also be the personal obligation of the person or persons who were the Owner or Owners of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents in the Property and in particular for the improvements and maintenance of the Property, including, but not limited to, the payment of taxes and insurance on the Common Area, repairs to, replacement of and additions to the Common Area, for the cost of labor, equipment, materials, management and supervision of the Common Area, and for the maintenance, repair and services listed in Article V hereof, and for any other purpose which is necessary or desirable for the maintenance and improvement of the Property and Common Area, or which is of general benefit to the Owners and occupants.

Section 3. Basis and Maximum of Annual Assessments. Until January 1 of the year immediately following the recording of this Declaration, the maximum annual assessment shall be One Hundred

and no/100 Dollars (\$100.00) per improved Lot and Fifty and no/100 Dollars (\$50.00) per unimproved Lot.

(a) From and after January 1 of the year immediately following the recording of this Declaration, the maximum annual assessment may be increased effective January 1 of each year without a vote of the membership in conformance with the rise, if any, of the Consumer Price Index (published by the Department of Labor, Washington, D.C.) between the months of July during the two immediately preceding calendar years. Such increased amount as calculated and established from time to time shall be deemed to be the new maximum annual assessment amount for the purpose of increasing the maximum annual assessment from time to time for subsequent years.

(b) From and after January 1 of the year immediately following the recording of this Declaration, the maximum annual assessment may be increased above that established by the Consumer Price Index formula by a vote of the members for the next succeeding two (2) years and at the end of each such period of two (2) years, for each succeeding period of two (2) years, provided that any such change shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting setting forth the purpose of the meeting. The limitations hereof shall not apply to any change in the maximum and basis of the assessments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy in any assessment year, a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate per improved Lot. Unimproved Lots shall be assessed at a rate equal to one-half of the improved Lot assessment rate whether same be for annual or special assessments. A Lot shall be considered to be an "improved" lot if on January 1st of the assessment year, construction on such Lot has been commenced.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to an individual Lot on the first day of the sixth month following the original conveyance of each such Lot by Declarant or upon the first day of the month following the issuance of an occupancy permit by appropriate authorities approving the occupancy of a dwelling on such Lot, or the actual occupancy of such Lot, whichever shall first occur. The first annual assessment for an individual Lot shall be prorated according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period which shall be based upon a calendar year. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due date shall be January 1st of each year unless established otherwise by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of Ten per cent (10%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property, and interest, costs and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of assessments provided for herein shall be subordinate to the lien of any first mortgage or first deed of trust. Sale or transfer of any Lot shall not affect the assessment lien; provided, however, that in the event of default in the payment of any obligation secured by such mortgage or deed of trust such subordination shall apply only to the assessments or installments thereof which shall become due and payable prior to the sale of such property pursuant to a foreclosure of such mortgage or pursuant to power of sale under such deed of trust, or prior to a conveyance to the mortgagee or holder of the deed of trust in lieu of foreclosure. Such sale or conveyance in lieu of foreclosure shall not relieve such property from liability for any assessments or installments thereof thereafter becoming due nor from the lien of any such subsequent assessments or installments.

Section 10. Exempt Property. The following Property subject to this Declaration shall be exempt from the assessments created herein: (a) all properties dedicated to and accepted by a local public authority; and (b) any portion of the property dedicated or set aside as Common Area. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

## ARTICLE VII

### GENERAL PROVISIONS

Section 1. Enforcement. Enforcement of these covenants shall be by any proceeding at law or in equity against any person or persons violating any covenant or restriction, either to restrain violation or to recover damages or both, and against the

land to enforce any lien created by these Covenants. Any such action may be initiated by any interested party, by the Declarant, any owner, or the Homes Association created and referred to herein. Failure to enforce any covenant herein contained shall in no event be deemed a waiver of the right to do so thereafter. In addition to any other remedy provided herein, a party, seeking the enforcement of these covenants shall be entitled to such party's reasonable attorneys fees, court costs and other costs of litigation from a party found to be violating the terms and conditions of this Declaration.

Section 2. Amendment. This Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years. The covenants and restrictions of this Declaration may be amended during the first twenty (20) year period by an instrument signed by those entitled to cast not less than seventy-five (75) percent of the Class A and B votes combined, and thereafter, by an instrument signed by members entitled to cast not less than two-thirds (2/3) of all votes.

Any amendment provided for hereunder shall become effective when the instrument of amendment is properly executed, acknowledged and filed for record in the Office of the Director of Records for Jackson County, Missouri, in the Recorder's Office in Independence.

Section 3. Notices. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

Section 4. Language variation. The use of pronouns or of singular or plural as used herein shall be deemed to be changed as necessary to conform to actual facts.

IN WITNESS WHEREOF, all of the partners of Parker-Jones Development Co. have executed the foregoing instrument this 14 date of July, 1988.

PARKER-JONES DEVELOPMENT CO.,  
a General Partnership

By: Warren K. Parker  
Warren K. Parker - Partner

By: Mary K. Parker  
Mary K. Parker - Partner

By: Kirk Jones  
Kirk Jones - Partner

By: Marilyn Jones  
Marilyn Jones - Partner



STATE OF MISSOURI)  
                          )ss  
COUNTY OF JACKSON)

On this 27<sup>th</sup> day of April, 1988, before me, the undersigned, a Notary Public in and for said state, personally appeared Warren K. Parker, Mary K. Parker, Kirk Jones and Marilyn Jones, members of the partnership of PARKER-JONES DEVELOPMENT CO., known to me to be the persons who executed the within HOMES ASSOCIATION DECLARATION OF STONE CREEK in behalf of said partnership and acknowledged to me that they executed the same for the purposes therein stated.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal.

Kathy A. Bauer  
Notary Public  
Kathy A. Bauer

My Commission Expires:  
Dec. 27 1991

EXHIBIT A

JOINDER DECLARATION

Lot(s) \_\_\_\_\_ STONE CREEK \_\_\_\_\_ Plat To The  
STONE CREEK HOMES ASSOCIATION DECLARATION

NOW ON THIS \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_,  
comes \_\_\_\_\_, a single person, (or)  
\_\_\_\_\_ and \_\_\_\_\_,  
husband and wife, (or) \_\_\_\_\_

and hereby states:

1. The aforesaid party or parties is/are the record title holder(s) of the fee simple title to "Lot(s) \_\_\_\_\_ STONE CREEK \_\_\_\_\_ Plat a subdivision in Blue Springs, Jackson County, Missouri, according to the recorded plat thereof."

2. By this JOINDER DECLARATION Lot(s) \_\_\_\_\_ STONE CREEK \_\_\_\_\_ Plat is/are hereby declared to be subject to and joined onto all of the terms, covenants, obligations, rights and privileges of the Homes Association Declaration of Stone Creek, dated \_\_\_\_\_, 198\_\_.

3. This JOINDER DECLARATION is executed pursuant to Article II, Section 1 of the original Homes Association Declaration of Stone Creek, and upon the recording of this JOINDER DECLARATION Lot(s) \_\_\_\_\_ STONE CREEK is/are hereby declared to be annexed to and a part of the property covered by such Homes Association Declaration.

IN WITNESS WHEREOF, this instrument is executed as of the day and year first above written.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(OR)

\_\_\_\_\_, INC.

By: \_\_\_\_\_  
President

ATTEST:

\_\_\_\_\_  
Secretary

STATE OF MISSOURI)  
  )ss  
COUNTY OF JACKSON)

On this \_\_\_\_\_ day of \_\_\_\_\_, 198\_\_\_\_, before me,  
the undersigned Notary Public, personally appeared \_\_\_\_\_  
\_\_\_\_\_ to me known to be the person described in and who  
executed the foregoing instrument and acknowledged that he/she  
executed the same for the purposes therein stated; and the said  
\_\_\_\_\_ being first by me duly sworn, did  
say that he/she is single and unmarried.

\_\_\_\_\_  
Notary Public

My Commission Expires:  
  
\_\_\_\_\_

\*\*\*\*\*

STATE OF MISSOURI)  
  )ss  
COUNTY OF JACKSON)

On this \_\_\_\_\_ day of \_\_\_\_\_, 198\_\_\_\_, before me  
personally appeared \_\_\_\_\_ and \_\_\_\_\_  
\_\_\_\_\_, his wife, to me known to be the persons  
described in and who executed the foregoing instrument, and  
acknowledged that they executed the same for the purposes therein  
stated.

In Testimony Whereof, I have hereunto set my hand and affixed  
my official seal at my office in \_\_\_\_\_, the  
day and year first-above written.

\_\_\_\_\_  
Notary Public

My Commission Expires:  
  
\_\_\_\_\_

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STATE OF MISSOURI)  
  )ss  
COUNTY OF JACKSON)

On this \_\_\_\_\_ day of \_\_\_\_\_, 198\_\_\_\_, before me  
appeared \_\_\_\_\_, who, being by me duly  
sworn did say: that he is the President of \_\_\_\_\_  
\_\_\_\_\_, a corporation of the State of Missouri, and  
that the seal affixed to the foregoing instrument is the corporate  
seal of said corporation and that said instrument was signed and  
sealed in behalf of said corporation by authority of its Board of  
Directors, and said \_\_\_\_\_ acknowledged  
said instrument to be the free act and deed of said corporation.

In Testimony Whereof, I have hereunto set my hand and affixed  
my official seal at my office in \_\_\_\_\_ the day  
and year first-above written.

\_\_\_\_\_  
Notary Public

My Commission Expires:  
  
\_\_\_\_\_

JOINDER DECLARATION

Lots 89 and 96, STONE CREEK 5th Plat and	41-178
Lots 115 and 122, STONE CREEK 6th Plat and	42-36
Lot 133, STONE CREEK 7th Plat To The	42-462
STONE CREEK HOMES ASSOCIATION DECLARATION	
08-2403	

NOW ON THIS 27th day of July, 1988, come WARREN K. PARKER and MARY K. PARKER, husband and wife, and hereby states:

1. The aforesaid parties are the record title holders of the fee simple title to Lots 89 and 96, STONE CREEK 5th Plat, and Lots 115 and 122, STONE CREEK 6th Plat, and Lot 133, STONE CREEK 7th Plat, subdivisions in Blue Springs, Jackson County, Missouri, according to the recorded plat thereof."

2. By this JOINDER DECLARATION Lots 89 and 96, STONE CREEK 5th Plat, Lots 115 and 122, STONE CREEK 6th Plat, and Lot 133, STONE CREEK 7th Plat, are hereby declared to be subject to and joined onto all of the terms, covenants, obligations, rights and privileges of the Homes Association Declaration of Stone Creek, dated 26<sup>th</sup>, 1988.

3. This JOINDER DECLARATION is executed pursuant to Article II, Section 1 of the original Homes Association Declaration of Stone Creek, and upon the recording of this JOINDER DECLARATION Lots 89 and 96, STONE CREEK 5th Plat, Lots 115 and 122, STONE CREEK 6th Plat, and Lot 133, STONE CREEK 7th Plat, are hereby declared to be annexed to and a part of the property covered by such Homes Association Declaration.

IN WITNESS WHEREOF, this instrument is executed as of the day and year first above written.

Warren K. Parker  
WARREN K. PARKER

Mary K. Parker  
MARY K. PARKER

STATE OF MISSOURI)  
                                  )ss  
COUNTY OF JACKSON)

On this 27th day of July, 1988, before me personally appeared Warren K. Parker and Mary K. Parker, H & W, his wife, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same for the purposes therein stated.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal at my office in Blue Springs, Missouri, the day and year first-above written.

Kathy A. Bauer  
Notary Public Kathy A. Bauer  
Kathy A. Bauer

KATHY A. BAUER  
My Commission Expires:  
December 27, 1991

STATE OF MISSOURI  
COUNTY OF JACKSON  
CERTIFY INSTRUMENT RECEIVED  
1988 JUL 29 P 3:59.0  
I1827P1432  
DIRECTOR OF RECORDS

5<sup>00</sup> WMA 1011127