

**AMENDMENT TO PLATTE BROOKE AMENDED DECLARATION OF  
RESTRICTIONS, LOTS 1 TO 115 BOTH INCLUSIVE**

Grantor:	Platte Brooke Homeowners Association, Inc.	Grantee:	None
Address:	4114 N.W. 73 <sup>rd</sup> Street Kansas City, Missouri 64151	Address:	None

Date of Instrument: \_\_\_\_\_, 2006

Legal Description: Platte Brooke, a subdivision of land in Platte County, Missouri, according to the recorded plat thereof in the Office of Recorder of Deeds of Platte County, Missouri, Document number 12637 in Plat Book 13 at Page 14.

Come now the undersigned, being the majority of the current Owners of the Lots which are subject to the Platte Brooke Amended Declaration of Restrictions, Lots 1 to 115 Both Inclusive (“Amended Declaration”) that was recorded as Document No. 0009321 in Book 832 at Page 246 of the Platte County deed records and do hereby amend said Declaration as follows:

**WHEREAS**, the Amended Declaration recorded as instrument number 0009321 in the Office of the Recorder of Deeds on August 9, 1995 in Book 832 at Page 246 provided for and established certain restrictions on the Lots located in Platte Brooke, a subdivision of land in Platte County, Missouri; and

**WHEREAS**, the Declaration as above-identified did provide for the change or modification of those covenants or restrictions by the then owners of a majority of the platted Lots in Platte Brooke; and

**WHEREAS**, a majority of the members present at the Platte Brooke Homeowners Association's membership meeting on the 18th day of April, 2006 voted to present Lot Owners with proposed amendments to the Amended Declaration; and

**WHEREAS**, ballots containing each of the proposed amendments (see Attachment "A") were distributed to all Lot Owners within the subdivision with the instruction that they either be signed in the personal presence of a Board Member or returned with a notarized signature of the homeowner no later than the 18th day of April, 2006; and

**WHEREAS**, the proposed amendments received a majority of affirmative votes of the Lot Owners within the Platte Brooke subdivision as detailed below:

As to an amendment setting the annual assessment for the year 2006 at the sum of Sixty-Two and 50/100 Dollars (\$62.50) in accordance with the Association Agreement, the vote was 81 in favor with 17 opposed.

As to an amendment to allow the to allow the Board of Directors to increase the Annual Assessment up to a maximum of fifty percent (50%) of the proceeding year's assessment with an unanimous vote of the Board. The Board may not exercise this increase authority more than once every three years. Any assessments above fifty percent (50%) or assessments within the three year span between Board-approved increases may only be made with the approval of two-thirds (2/3) of the Lots in Platte Brooke, the vote was 43 in favor with 55 opposed.

As to an amendment to allow the Board of Directors to levy Special Assessments against individual Lots for exterior maintenance, the vote was 75 in favor with 21 opposed.

As to an amendment regarding the limitation of occupancy to single families, the vote was 73 in favor with 23 opposed.

As to an amendment regarding notices to Lot owners, the vote was 72 in favor with 26 opposed.

As to an amendment specifying Platte County, Missouri as the exclusive jurisdiction for any enforcement action under the Amended Declaration, the vote was 89 in favor with 8 opposed.

As to an amendment incorporating all of the provisions of the Platte Brooke Association Agreement dated May 10, 1977 into the Amended Declaration of Restrictions, the vote was 87 in favor with 10 opposed.

**NOW, THEREFORE**, in consideration of the premises, the members of the Board of Directors of the Platte Brooke Homeowners Association hereto certify that the amendments incorporated within this document were validly approved by a majority of the Lot Owners in the Platte Brooke subdivision, and that the declaration as thereby further amended is as follows:

1. All Lots shall be used for residential purposes only. Exceptions to this limitation shall be authorized at the sole discretion by and upon written approval from the Board of Directors (hereinafter "Directors") of the Platte Brooke Homeowners Association (hereinafter "Association"). No commercial business, enterprise or trade shall be carried on in Platte Brooke without written approval from the Directors. No building shall be erected, altered, placed or permitted to remain on any Lot other than one detached single family dwelling not to exceed two stories in height in the front and having garage attached or included.

2. Before any structure shall be built, altered or placed on any Lot, the construction plans and specifications and a plan showing the location and elevation of the structure shall be submitted to and have the written approval of the Directors, as to quality and type of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered without similar approval. Provided, however, the previously established building committee, which shall include the Vice

President of the Association, shall function to approve all new home plans and location and set-back variances.

3. No dwelling shall be erected or placed on any Lot having a width of less than seventy (70) feet at the minimum building set back line and an area less than eight thousand (8,000) square feet except that any dwelling built on a regularly platted Lot shall be deemed full compliance herewith.

4. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. The Declarant, its successors or assigns shall have and do hereby reserve with consent of the Directors the right to relocate, erect, construct, maintain and use, or authorize the location, erection, construction, maintenance and use of drains and storm sewers, and to give or grant rights of way or easements therefore over and upon any part of said land described herein. Provided no drain or storm sewer may be placed so as to interfere with existing buildings or the proper location of a building on a platted Lot. No water from roof downspouts or surface drainage shall be placed in any sanitary sewer line. All maintenance costs incurred by the Association in maintaining vacant and unimproved property shall be assessed to the owners of a Lot within the Platte Brooke subdivision (hereinafter "Lot Owner"). Notice of these costs shall be sent to the Lot Owner's mailing address as recorded by the Platte County Assessor's Office and failure to pay those costs within ninety (90) days of the notice will result in a lien upon said real estate. The interest rate charged to Lot Owners by the Homeowners Association on all unpaid delinquent dues shall be eighteen percent (18%) per annum.

5. Any residence erected on any of the Lots in Platte Brooke shall contain a minimum of one thousand (1,000) square feet of enclosed first floor area of living space exclusive of garages, porches, portecocheres, patios, basements, open breezeways or attics; provided however, no residence shall contain less than one thousand four hundred (1,400) square feet of living space as in this paragraph defined; and provided, further, that interior areas other than the first floor need not be immediately completed for occupancy if the residence is so designated and built that such areas can be finished at a later date without any structural changes being made in the exterior of the residence, and if written permission of the Directors is obtained. Every residence shall contain at least one and one-half (1 1/2) bathrooms.

6. Residences on Lots except corner lots shall front on the street, provided that all corner lot residences may face both streets, either street or the corner upon written approval of the Directors.

7. No part of any residence, except as hereinafter provided, may be erected or maintained on any of the Lots nearer to the front street or the side street than is the front

building line or the side building line shown in the plat of Platte Brooke and no residence may be built, erected or maintained on any of the said Lots more than fifteen (15) feet further from the street than said building line; except that the Declarant and its successors and assigns reserve the right to modify the building lines in the event that any street, easement or right-of-way is changed or modified through a resurvey of any part of said plat. The Directors as herein provided for may give written permission to vary the location of residences and permit projections up to within ten (10) feet of the street or a greater setback than otherwise permitted where the natural elevation of the Lot along the established setback lines is more than either eight (8) feet above or four (4) feet below the established roadway level along the abutting street or to avoid unnecessary or unreasonable destruction of trees and where in the opinion of the Directors the location and architectural design will not detract materially from the appearance and value of other properties.

8. The main body of any residence, including attached garages, attached green houses, enclosed or unenclosed porches shall not occupy more than seventy percent (70%) of the width of the Lot upon which such residence is erected. In computing this requirement the measurements shall be made on a line at the front of the house at right angles to a line drawn from the mid-point of the front Lot line to the mid-point of the back Lot line; provided, however, that the width of any residence may be increased by consent in writing of the Directors not more than ten percent (10%) of the width of any Lot. The conveyance of any part of any Lot shall not reduce the frontage below the requirements of this paragraph. No part of any house shall be closer than city code requirements to any side Lot line.

9. No animals, livestock or poultry may be raised, bred, kept or maintained upon any of the Lots; household pets not to exceed three (3) in number may be kept, but must be restrained on a leash or in a fenced backyard, provided that they are not kept, bred, or maintained for any commercial purpose.

10. No tank for the storage of fuel may be maintained above the surface of the ground.

11. No signs, advertisements, billboards or advertising structures of any kind may be erected or maintained on any of the Lots; provided, however, that one (1) advertising board of not more than five (5) square feet may be maintained on each Lot or tract when it is placed upon the market for sale, and continued until sold.

12. No trailer, basement, tent, shack, garage, barn or other outbuilding shall be erected or maintained on any Lot in the subdivision or at any time to be used as a residence temporarily or permanently, nor shall any residence of a temporary character be permitted without written approval by the Directors. No dwelling or residence shall be

occupied until fully completed except as provided for in restriction 5. No residence shall be moved from another location to any Lot herein.

13. No rolled roofing or any other roofing material not currently recognized as a permanent type of construction shall be used. Any roof other than wood or tile must be approved specially in writing by the Directors of the Association. The use of certain types of simulated wood or tile consisting of thirty (30) year Class A fiberglass composition roofing, having the dimensional qualifications distinguishing it from regular flat composite shingles in a light brown, tan or gray coloration shall be allowed with the written consent of the Directors of the Association. Exterior coverings of asphalt paper, tin or any material not recognized as substantial or permanent shall not be permitted. All wood exteriors except roofs, shall be covered with not less than two (2) coats of good paint or one (1) coat of good stain. No building shall be permitted to stand with its exterior in an unfinished condition for longer than six months after the commencement of construction. In event of fire, windstorm or other damage, no building shall be permitted to remain in a damaged condition longer than necessary to repair or demolish it. A house must be commenced in nine (9) months after initial purchase of the Lot and must be substantially completed in six (6) months thereafter.

14. No boat, truck, trailer, camper, bus, or commercial vehicle shall be parked upon any of the Lots or upon any of the streets in said subdivision except as incidental to construction or repair work being done there and no building material of any type, machinery, equipment, graders, diggers, tractors shall be permitted to remain in said subdivision except as incidental to construction work being there carried on without written approval of the Directors. Recreational vehicles, boats with trailers, campers, house trailers and other specialty vehicles of a recreational nature may be permitted off street in the back of the front of the house with written permission of the Directors of the Association. Between May 30 and September 1 boats and camper trailers may also be parked in a Lot Owner's driveway if the written permission of the Directors of the Association is first obtained.

15. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.

16. No out-buildings, detached garages or other structures are permitted. Pergolas, ovens, detached structures for ornamental purposes, tennis courts, swimming pools, playhouses, satellite dishes, hot tubs and other recreational facilities may be erected only with written approval of the Directors. All fences and walls shall be of an ornamental nature and shall no exceed seventy-two (72) inches in height above the ground may not extend closer to the street than the front of the house and must be

approved in writing by the Directors; provided however, where a swimming pool is maintained, city codes or insurance codes may be respected.

17. Invalidation of any one or more of these covenants by judgment or court order shall in no wise affect the validity of the other provisions, which shall remain in full force and effect.

18. These covenants and restrictions shall run with the land and shall be binding upon all the parties and all persons claiming under them for a period of twenty-five (25) years from the date hereon at which time said covenants shall be automatically extended for successive period of ten (10) years unless at any time by instrument in writing signed and acknowledged by the then Lot Owners of a majority of the platted Lots in Platte Brooke, or any additions thereto, it is agreed to change, modify or revoke these covenants and restrictions in whole or in part.

19. If the parties hereto, the Declarant, its successors or assigns, any grantee or his tenant or lessee or any of them, or their heirs, executors, administrators or assigns, shall violate any of the covenants herein, it shall be lawful for any other person or persons owning any real estate or property situated in Platte Brooke, or association of such persons, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from doing or to recover damages or other dues for such violation. A duly organized association of property owners may bring suit as may be permitted. If any attorney is engaged by the Association to enforce or defend any of the bylaws, duties, or powers, and the Association prevails in such enforcement, then the homeowner shall upon demand pay all costs incurred by the Association, including reasonable attorney fees. Failure to pay these costs upon demand shall result in a lien upon the obligated homeowner's real estate.

20. Special Assessments. In addition to the Annual Assessments authorized above, the Board of Directors may in any year levy a Special Assessment against any Lot, applicable for that year only, for the purpose of defraying, in whole or in part, the cost of maintaining the exterior appearance thereof if the Lot Owner shall have failed or refused to do so, including but not limited to, mowing and cleaning of unsightly brush and debris, painting, repairing, replacing and caring for roofs, gutters, downspouts, and exterior building surfaces, trees, shrubs, grass walks and other exterior improvements necessary to keep the Lot Owner's property from deteriorating or becoming unsightly. For the purpose of solely of performing the exterior maintenance authorized by this paragraph, representatives of the Association and its duly authorized agents or employees shall have the right, after reasonable notice to the Lot Owner, to enter upon any Lot at reasonable hours.

21. Occupancy. Except as provided in this paragraph, no more than one single family shall occupy each residence placed on each Lot. For the purposes of this paragraph, a "single family" shall mean one (1) or more persons related by blood, adoption, or marriage. If persons occupying a residence are not all related by blood, adoption or marriage, then occupancy shall be limited to a maximum of two (2) persons and their respective children. "By blood" shall include only children, grandchildren, grandparents, brothers, sisters, parents, wives and husbands, and no other kinship. Notwithstanding anything herein, in no event shall the occupancy of any Lot be greater than two persons per bedroom; provided that the Declarant may, in its sole discretion, allow more occupants than otherwise permitted by this section in order to accommodate hardship cases. "Occupancy" shall mean staying overnight in a Lot for a total or more than thirty (30) days, either consecutively, or non-consecutively, in a calendar year.

22. Notices. A written or printed notice deposited in the United States mail with postage prepaid thereon, addressed to the Lot Owner at the last address listed with the Association, shall be deemed to be sufficient notice for all purposes whenever notices are required under this document.

23. Venue. Platte County, Missouri, shall be the exclusive jurisdiction and venue for any enforcement action brought under this Amended Declaration.

PURSUANT TO THE AFFIRMATIVE VOTE OF A MAJORITY OF THE LOT OWNERS IN AN ANNUAL MEETING DATED APRIL 18, 2006, THE PLATTE BROOK ASSOCIATION AGREEMENT IS INCORPORATED HEREIN AS SET FORTH BELOW:

### **PLATTE BROOKE ASSOCIATION AGREEMENT**

**THIS DECLARATION**, Made on this 10th day of May 1977, by Line Creek Associates, Inc., a Missouri corporation, of the County of Jackson County and State of Missouri, which is the owner of all of PLATTE BROOKE, a sub-division of land in Kansas City, Platte County, Missouri, according to the recorded plat thereof in the office of the Recorder of Deeds of Platte County, Missouri, Document No. 12637, Plat Book at Page 14, filed September 2, 1975.

#### **WITNESSETH:**

**WHEREAS**, the declarant in the development of Platte Brooke as an exclusive sub-division for desirable residences seeks a continuity of policy for the creation and maintenance of a residential neighborhood possessing features of more than ordinary value, and to facilitate the development and maintenance of the desired residential neighborhood.



**NOW, THEREFORE**, the declarant, Line Creek Associates, Inc., does now and hereby subject all the lots shown in the plat of Platte Brooke and such other properties as may, by declaration of this declarant, or its successors and assigns, be subjected to the following covenants, charges and assessments, limited as herein specified:

An Association to be composed of the owners of the real estate in the said Platte Brooke hereinbefore referred to plus any additions thereto, shall be organized and may be incorporated as the members thereof may provide. The members of the Association shall be limited to the owners of the lots within the boundaries of Platte Brooke, which term as used herein shall include any additions thereto. All such property owners shall have a membership in such association subject to such rules and regulations as may be prescribed. The Association shall be the sole judge of the qualifications of its members and of their rights to participate in its meetings and proceedings.

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 or all building restrictions which may have been heretofore, or may hereafter be imposed upon any of the land in Platte Brooke, either in the form as originally placed thereon, or as modified. The expenses and costs of any such proceeding may be paid out of the general fund of the Association.
2. To provide for the plowing and removal of snow from the sidewalks and streets.
3. To plant, care for, spray, trim, protect and replant trees, grass and shrubs on all public places or in the areas set aside from the general use of the owners of Platte Brooke.
4. To mow, care for and maintain parkings in front of unimproved, vacant and other property: to cut and remove weeds and grass from such parkings and from vacant and unimproved property: to pick up and remove therefrom loose material, trash and rubbish of all kinds, and to do any other things 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.
5. To provide 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.

6. To provide as suitable locations, receptacles for the collection of trash and rubbish and for the disposal of such rubbish as is collected and to provide for the collection and disposal of garbage and rubbish from the residences of the members.
7. To provide for the establishment and maintenance of parks, playgrounds, community center, recreational facilities, gateways and entrances, fountains, streams, all ornamental features and the equipment thereof on any land set aside for the general use of the public and the owners in Platte Brooke, or to which all of such owners have access and use thereof; and to provide for the maintenance of natural water courses within Plate Brooke.
8. To erect and maintain signs for the marking of the streets.
9. To acquire or construct storm sewers and other methods for the disposal of drainage and reconstruct, maintain or repair them after they have been once acquired or constructed, and to accept and exercise such rights in or authority over the storm sewer and the rights of way for the same within or without Platte Brooke as it may hereafter acquire and which may be reasonably necessary to properly serve and protect the real estate in the sub-division. The Association may collect special assessments from the property owners for the purposes provided in this paragraph.
10. To provide for additional police service by special arrangement with State or City authorities.
11. To acquire and own the title to, or rent or lease 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 land held for the benefit of the property owners in Platte Brooke.
12. To enter into such agreements with other Homes Associations, municipalities, political sub-divisions, individuals and corporations in order to implement the purposes of this Association and to provide such improvements for the benefit of the owners and members of this Association within the purview of this declaration.
13. To sue and be sued, enter into contracts, borrow money and repay the same for the purposes of the Association.

14. To incorporate as a Missouri not-for-profit corporation and to apply for and receive a charter for the same. To adopt bylaws with or without the incorporation for the government, carrying out the powers and purposes of the Association.

For the purpose of providing funds to enable the Association to perform the duties and to maintain the improvements herein provided for, all lands within the boundaries of Platte Brooke shall be subject to an improvement assessment to be paid to the Association annually in advance by the respective owners within that sub-division. The amount of the assessment shall be fixed by the Association from year to year by an affirmative vote of its members at a meeting held for that purpose and at which a quorum shall be present.

The basic rate shall be a certain sum on each lot based upon the number of feet fronting on the street as shown on the recorded plat, plus an additional sum for each residence located on said property with an amount added calculated upon the square foot area of living space exclusive of porches, patios, garages, portecocheres and unfinished basements, incorporated within the residence improvements upon each piece of property.

The amount of the assessment may not exceed twenty-five cents for each foot of property fronting on any street not inclusive of the footage on the side street as defined in the restrictions of Platte Brooke, plus one cent per square foot of living space incorporated in any residence plus \$10 for the residence itself without a two-third affirmative vote of the members of the Association at a meeting held for the purpose at which a quorum shall be present in which event the assessment may be increased to a figure not to exceed fifty percent greater than these amounts. No assessment may be made for more than one year at a time.

Assessments shall be made on an annual basis and shall be due for the fiscal year beginning April 1; the assessment shall be established by the Association on or before April 1 of each year and written notice thereof shall be given the respective owners. A follow-up notice shall be given on or before May 1, but if the assessment is not paid before June 1 of each year, it shall become delinquent and payment of the principal plus interest at eight percent (8%) per annum may be enforced as a lien on said real estate, in proceedings brought by the Association or any officer or member thereof on behalf of the Association in any court having jurisdiction. The Association is authorized to file a certificate of non-payment of assessment in the office of the Recorder of Deeds. Such lien shall continue in force for a period of three years from the date of delinquency, but not longer, unless within such time suit shall have been instituted for the collection of the assessment.

The Association shall at no time expend more money within any one year than the total amount of assessment for that particular year; or any surplus which it may have on hand from previous assessments; nor shall said Association enter into any contract whatever

binding the assessment of any future year to pay for any such obligation and no such contract shall be valid or enforceable against the Association.

The declarant, Line Creek Associates, Inc., its successors and assigns may from time to time add such land to the sub-division as is now or hereafter owned or approved for addition by them; provided that the land to be added to the sub-division may at that time be bound by all of the terms of this agreement and any future modifications thereof. The Association may also unite or combine with any other Associations similarly organized, operating on a similar basis having jurisdiction of land lying wholly within Platte County, Missouri.

No person shall hold office in the Association unless he shall be legally qualified to vote in Platte County, Missouri, and shall at the time of election be a member in good standing.

The Association shall notify all owners of land in the sub-division, as it may exist from time to time, of the official address of the Association and the names and addresses of all its officers as to what place and time regular meetings of the Association shall be held, designate the place where payments shall be made, and any other business in connection with the Association may be transacted. Notices provided in this declaration shall be by United States mail addressed to the last known address of the member or other person.

By written consent of the owners of the lots evidenced by an agreement duly executed and acknowledged, and recorded in the Office of the Recorder of Deeds of Platte County, Missouri, the Association may be given such additional powers as may be desired by said members, or may otherwise amend this instrument, provided, however, that no right to change the proportion of the assessment rate may be given.

The lien provided for collection of delinquent assessments herein shall not attach unless and until certificate of non-payment has been recorded in the Office of the recorder of Deeds or suit to enforce has been filed in a Court of Competent jurisdiction.

In all cases where a vote or written consent or agreement is called for or permitted herein, each member shall have one vote and as many additional votes as the number of lots or major portion of parts of lots which he may own in addition to one and the additional votes shall be considered in determining the required majority.

This declaration and all the provisions thereof shall be deemed to be covenants running with the land and shall be binding upon the declarant and upon its successors grantees, and their executors, administrators, and assigns, for a period of twenty-five years with automatic renewal for successive periods unless revoked as herein provided. This Agreement may be terminated and all of the land now or hereafter affected may be

released from all of the terms and provisions thereof by the owners of a majority of the lots in Platte Brooke by an instrument duly executed and acknowledged and filed for record in the Office of the Recorder of Deeds.

We, the undersigned members of the Platte Brooke Homeowners Association Board of Directors state under oath that this Amendment truly incorporates the amendments duly approved by a majority of the Lot Owners of the Platte Brooke subdivision.

**IN WITNESS WHEREOF**, the undersigned have caused these presents to be executed in its behalf the \_\_\_\_ day of \_\_\_\_\_, 2006.

By: \_\_\_\_\_  
Don Wingate  
4114 NW 73rd Street  
Title: President

By: \_\_\_\_\_  
Frank Booth  
3919 NW 73rd Street  
Title: Vice President

By: \_\_\_\_\_  
Nick Hernandez  
3904 NW 73rd Street  
Title: Secretary

By: \_\_\_\_\_  
Marilyn Wingate  
4114 NW 73rd Street  
Title: Treasurer

By: \_\_\_\_\_  
Gary Sirna  
7300 N. Strathbury  
Title: Director

By: \_\_\_\_\_  
Ruby Sirna  
7300 N. Strathbury  
Title: Director

By: \_\_\_\_\_  
Tammy Giebel  
7315 N. Lenox Avenue  
Title: Director

By: \_\_\_\_\_  
Lisa Deister  
7300 N. Lenox Avenue  
Title: Director







STATE OF MISSOURI    )  
  ) ss.  
COUNTY OF PLATTE    )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2006, before me, the undersigned, a Notary Public, personally appeared Gary Sirna to me personally known, who by me duly sworn, did say that he is Director of Platte Brooke Homeowners Association, a Missouri corporation, and that said instrument was signed in behalf of said corporation, and acknowledged said instrument to be the free act and deed of said corporation.

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

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

My commission expires:

STATE OF MISSOURI    )  
  ) ss.  
COUNTY OF PLATTE    )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2006, before me, the undersigned, a Notary Public, personally appeared Ruby Sirna to me personally known, who by me duly sworn, did say that she is Director of Platte Brooke Homeowners Association, a Missouri corporation, and that said instrument was signed in behalf of said corporation, and acknowledged said instrument to be the free act and deed of said corporation.

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

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

My commission expires:

