



# Board of Aldermen Request for Action

**MEETING DATE:** 4/3/2023

**DEPARTMENT:** Administration

**AGENDA ITEM:** Resolution 1204, Award of Neighborhood Beautification Grants

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**REQUESTED BOARD ACTION:**

Motion to approve Resolution 1204, awarding Neighborhood Beautification Grants totaling \$19,990.

**SUMMARY:**

In FY22, the Board of Aldermen created the Neighborhood Beautification Program. This is the second year of the grant program. \$25,000 was approved for the program in this year's budget and staff researched and developed a program to allow the funds to be appropriately distributed.

Starting December 5, 2022, the grant terms and application were provided to each of the home owner's associations. Applicants were able to submit an optional draft application by January 31, 2023 for staff review. Staff were able to provide feedback to the applicants for consideration in their final application of February 28, 2023. Included are the grant terms, which includes the parameters in which each application was scored, and the grant application.

Three applications were received from three home owners associations. Applications were reviewed by a staff committee comprised of the Assistant City Administrator, Public Works Director, Development Director, Assistant to the Public Works Director, and the Development Permit Technician. Committee members individually scored each application received. Each application score was averaged to rank applications. Based on the number of applications and the total fund requests, the committee was able to fund all projects.

Award of \$19,990 in grants is recommended as follows. A summary of each grant recommended for award is provided below.

- \$3,000 to Harborview HOA
- \$13,360 to Hills of Shannon HOA
- \$3,630 to Stonebridge HOA

The Harborview HOA project is to install ADA approaches on Lakeview Drive for a future trail expansion project for the Lakeview-Woodhaven Trail. The ADA approaches will serve as the first phase of the trail expansion project. The total fund request for this project is \$3,000. Harborview HOA amended their original project scope to reduce the cost of the project.

The Hills of Shannon HOA project is to do a two inch asphalt overlay of the trail over the existing trail. The original walking trail is approximately a third of a mile long, and is approximately 20 years old. The current trail has many cracks and uneven surfaces, the overlay will allow for safer conditions for all users. The total fund request for this project is \$13,360.

The Stonebridge HOA project is to install trees for the property, bushes for the front entrance and front of buildings. The addition of the trees will create a line of trees separating the property from adjoining properties, and the bushes will enhance the overall appearance of the neighborhood. The total fund request for this project is \$3,630.

**PREVIOUS ACTION:**

None

**POLICY OBJECTIVE:**

Click or tap here to enter text.

**FINANCIAL CONSIDERATIONS:**

The FY23 Budget includes \$25,000 for a Neighborhood Beautification Grant Program.

**ATTACHMENTS:**

- |  |                                   |
|--|-----------------------------------|
| <input type="checkbox"/> Ordinance   | <input type="checkbox"/> Contract |
| <input checked="" type="checkbox"/> Resolution                               | <input type="checkbox"/> Plans    |
| <input type="checkbox"/> Staff Report  | <input type="checkbox"/> Minutes  |
| <input checked="" type="checkbox"/> Other: Grant Applications<br>Grant Terms |                                   |

## RESOLUTION 1204

### A RESOLUTION APPROVING 2023 NEIGHBORHOOD BEAUTIFICATION GRANTS

**WHEREAS**, the City approved the FY23 budget on October 18, 2022, allocating funds for the Neighborhood Beautification Grant Program; and

**WHEREAS**, the purpose of the program is to assist neighborhoods in Smithville to compete projects that beautify and enhance the public spaces within the neighborhoods; and

**WHEREAS**, three grant applications were received from three neighborhood associations; and

**WHEREAS**, a staff committee evaluated and ranked applications, resulting in the following recommendations for grant award totaling \$19,990:

- \$3,000 to Harborview HOA
- \$13,360 to Hills of Shannon HOA
- \$3,630 to Stonebridge HOA

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF SMITHVILLE, MISSOURI, AS FOLLOWS:**

**THAT**, the Neighborhood Beautification Grant Program applications listed above are approved in the amount totaling \$19,990.

**PASSED AND ADOPTED** by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, the 3<sup>rd</sup> day of April, 2023.

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Damien Boley, Mayor

ATTEST:

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Linda Drummond, City Clerk



# Neighborhood Beautification Grant Application City of Smithville, MO

## Applicant Information

Neighborhood or Homeowners' Association Name: Harborview Homeowners Association Date: 2/27/23

Address: 405 Marina Drive  
*Street Address*  
Smithville, MO 64089

*City* \_\_\_\_\_ *State* \_\_\_\_\_ *ZIP Code* \_\_\_\_\_

Phone: 816-289-1749 Email: snyderhhoa@outlook.com

Contact Person: Terry Snyder Title: President

Project Title: Lakeview-Woodhaven Trail

### Brief Description of the proposed Project:

Install ADA approaches on Lakeview Drive for future trail expansion project

## Budget Information

The amount of grant funds awarded to the neighborhood ranges from \$50 - \$25,000. All funds awarded are required to have matching funds contributed from the neighborhood. Matching funds can come in the form of actual funds or in-kind donations such as volunteer hours or equipment. The required match must be equal to 50% of the total project cost. (e.g., if total project cost is \$10,000, the neighborhood or homeowners' association contributes \$5,000 and requests \$5,000 in grant funds from the program.) Volunteer hours are calculated at the rate of \$20/hour and must be confirmed at the completion of the project.

Total Project Cost:	<u>\$6,000.00</u>
Grantee Cash Contribution:	<u>\$3,000.00</u>
Grantee In-Kind Contribution:	<u>0</u>
Grant Amount Requested:	<u>\$3,000.00</u>

## Project Information – Please attach additional documentation if needed

Expected Project Start Date ASAP Expected Completion Date 7/23

### Description of how this project will enhance the neighborhood:

New approaches will be installed for future trail extension from Lakeview to Woodhaven.

Description of how the grant funding will be matched by the organization:

Cost of the project will be matched in cash funds

Description of how the project will be maintained or funded in the future, if necessary:

Completed work is covered under HOA asset repair/replacement schedule

#### **Prior Awarded Projects**

Have you been awarded Neighborhood Beautification Grant funding for a previous project?

Yes, 2022. Added 120' of trail, pet waste stations, tree/brush planting/cleanup/removal

If yes, please provide a project update:

Majority completed, MAR/APR 2023: Placement of pet waste stations, tree planting.

#### **Required Attachment Checklist**

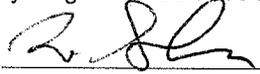
In addition to this application, the following documents will be required to fully assess the proposed project:

- A detailed Project Budget shown through a completed Attachment A (*Example Included*)
- Photos of the proposed project area
- Plan or map showing the location of the project and projected improvements
- At least three estimates for all work
- Letter of authorization from any agencies, utilities, or property owners affected by the project
- Letter of approval of use of funds from the neighborhood or homeowners' association Board
- If using cash contribution for the match, proof of available funds
- If planning to use volunteer hours for an in-kind match, a completed Volunteer Pledge Sheet (Attachment B)
- A copy of the by-laws for your neighborhood or homeowners' association
- A list of the current neighborhood or homeowners' association board members

**Disclaimer and Signature**

I, the applicant, understand and agree that all applicable required City permits, which may include a building permit, right of way permit, must be obtained before work begins.

I, the applicant, confirm that I have read the terms of the application and that I am acting on behalf of my neighborhood or homeowners' association, in accordance with their expressed wishes, which were determined by a vote or consensus of the majority of the neighborhood stakeholders. I understand that acting without consent of my organization may cause my neighborhood to be ineligible for future grants.

Authorized Agent's Signature:  Date: 2/27/23

**Attachment A: Detailed Project Budget Form**

<b>TOTAL PROJECT COST (grant funds requested plus applicant match)</b>		
List all items/service required for project completion.		
<b>Vendor/supplier:</b>	<b>Item/service:</b>	<b>Amount:</b>
Heatland Fence & Concrete	Lakeview ADA Compliant approaches	\$6,000.00
<b>Total Project Cost</b>		<b>\$6,000.00</b>

<b>CASH MATCH CONTRIBUTION</b>		
List any cash that will be contributed by your organization or others.		
<b>HOA/entity contributing cash</b>	<b>Item/services to be paid (if specified):</b>	<b>Amount:</b>
Haborview Homeowners Association		\$3,000.00
<b>Total Cash Contribution</b>		<b>\$3,000.00</b>

<b>IN-KIND MATCH CONTRIBUTIONS</b>		
List any services or supplies that will be contributed by your organization or others.		
<b>HOA/entity donating</b>	<b>Item/services to be donated:</b>	<b>Value:</b>
<b>Total In-Kind Contribution</b>		

<b>Total Project Cost</b>	<b>\$6,000.00</b>
<b>Total Cash Contribution</b>	<b>\$3,000.00</b>
<b>Total In-Kind Contribution</b>	
<b>Total Grant Amount Requested from the NBG Program</b>	<b>\$3,000.00</b>

Harborview Homeowners Association, Inc.

405 Marina Drive, Smithville, MO 64089

TO: City of Smithville, MO

RE: 2023 Neighborhood Beautification Grant Proposal

The Harborview HOA Board has voted on and approved our 2023 Neighborhood Beautification Grant proposal. We are committed to funding the proposed 2023 grant project, which includes the installation of new ADA approaches on the north and south side of Lakeview Drive in anticipation of a future project to extend our current trail from Lakeview Drive northwards to Woodhaven Drive. We are excited for this project to move forward should we receive grant funds.

Sincerely,

Terry Snyder

Harborview HOA President

2023 Harborview Homeowners Association Board Members:

Terry Snyder - President

Phil Smith - Vice President

Dwayne Smith - Secretary

Barb Parkerson - Treasurer



214

300

8' Approach

Lakeview Dr

Lakeview Dr

Lakeview Dr

10' Approach

301

**BYLAWS  
OF  
HARBORVIEW HOMEOWNERS ASSOCIATION, INC.**

**Article I  
Meetings of Lot Owners**

**Section 1. Annual Meeting.** The annual meeting of Lot Owners ("Lot Owners") of the HARBORVIEW HOMEOWNERS ASSOCIATION, INC. (the "Association") shall be held at such place in Clay County, Missouri, on the third Tuesday in January each year at a time the Board of Directors may determine.

**Section 2. Quorum.** A majority of Lot Owners shall constitute a quorum at any annual or special meeting. A majority of all votes cast, whether in person or by proxy, at any meeting of the Lot Owners shall determine any question, unless otherwise provided by these Bylaws.

**Section 3. Special Meetings.** Special meetings of Lot Owners, other than those regulated by statute, may be called at any time if requested by a majority of the Directors, by the President, or by Lot Owners holding at least one-third (1/3<sup>rd</sup>) of the votes in the Association. No business other than that specified in the call for the meeting shall be transacted at any meeting of the Lot Owners.

**Section 4. Notice.** The Secretary shall serve notice of all annual and special meetings, either personally or by mail, to each Lot Owner at least 10 days and not more than 30 days before the day set for such meeting. Notice shall include the time, date, place, and agenda of the meeting. If mailed, the notice shall be directed to a Lot Owner at his or her address as it appears on the records of the Association. Such agenda shall include a statement of the general nature of any proposed amendment to the Declaration or Bylaws, any budget proposals or changes, and any proposal to remove an Officer or Board member.

**Section 5. Order of Business.** The order of business at all meetings of the Lot Owners shall be as follows:

1. Roll call.
2. Proof of notice of meeting or waiver of notice.
3. Reading of minutes of preceding meeting.
4. Reports of Officers.
5. Reports of Committees.
6. Appointment of Inspectors of Election.
7. Election of Directors.
8. Unfinished business.
9. New business.
10. Open discussion.

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## **Article II Directors**

**Section 1. Number.** The affairs and business of this Association shall be managed by a Board of five Directors, who need be Lot Owners of record.

**Section 2. How Elected.** At the annual meeting of Lot Owners, the requisite number of persons receiving a majority of the votes cast shall be the Directors and shall constitute the Board of Directors of the ensuing year. No Lot Owner may carry more than 15% of any directed or undirected votes.

**Section 3. Term of Office.** The term of office of each of the Directors shall be three years, and thereafter until his or her successor has been elected. At the annual meetings in 2019 and 2020, two Directors shall be elected each year. At the annual meeting in 2021, one director will be elected. At each annual meeting thereafter, the same election pattern shall be conducted.

**Section 4. Powers and Duties of Directors.** The Board of Directors shall have the control and general management of the affairs and business of the Association. Such Directors shall in all cases act as a Board, regularly convened, by a majority, and they may adopt such rules and regulations for the conduct of their meetings and the management of the Association as they may deem proper, not inconsistent with these Bylaws and the Laws of the State of Missouri, the Articles of Incorporation of this Association, and the aforementioned "Declaration Creating Harborview Homes Association" as may be hereinafter amended.

a. Before adopting, amending, or repealing any rule, the Board shall give the Lot Owners notice of its intentions and shall provide the text of the rule or the proposed change, along with the date on which the Board will act on the proposed rule and amendment. Following adoption, amendment, or repeal of a rule, notice of the action shall be sent to all Lot Owners, along with a copy of the new or revised rule. Such notice may be delivered in person or by mailing to the Lot Owner's last known post office address.

b. Prior to each annual meeting, the Directors shall propose an annual budget. Lot Owners must be given reasonable opportunity to comment on the budget at the annual meeting, and copies of the proposed budget must be made reasonably available. The budget shall be voted on by all Directors present at the meeting, and it shall pass by a majority of the eligible Director votes present at the meeting.

c. The Directors shall have the duty and obligation to determine and cause to be determined and levied the annual assessment as authorized by the said Homes Association Declaration.

d. Any powers, rights and duties of the Association may be delegated to a managing agent under a management contract; PROVIDED, HOWEVER, that no such delegation shall relieve the Association from its obligation to perform any such delegated duty. Any contract entered into by the Association for professional management or other

services shall not exceed a term of three years, which term may be renewed by agreement of the parties for successive three-year terms.

The Board of Directors shall have the power to:

a. Scope. Exercise for the Association all powers, duties and authority vested in or delegated to the Association and not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation or the Declaration.

b. Employment. Employ (and contract with for such periods of time and on such terms as may be deemed appropriate) agents, independent contractors, managers and employees, and to prescribe their duties and responsibilities.

c. Records and Reports. Cause to be kept a complete record of all its acts and of the corporate affairs of the Association and to present reports thereof to the members.

d. Supervision. Supervise all officers, agents and employees of the Association, and see that their duties are properly performed.

e. Assessments. As more fully provided in the Declaration, provide for the levying of assessments against each Lot and take all actions necessary or appropriate to collect the same.

f. Certificates. Issue, or cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not an assessment has been paid. A reasonable charge may be made by the Association for the issuance of these certificates.

g. Insurance. Procure and maintain public liability insurance, fire and extended coverage hazard insurance and other insurance on property owned or controlled by the Association and maintain officer's and director's liability insurance, all with such coverage and in such sums as may be deemed appropriate by the Board of Directors.

h. Bonding. Cause property managers, officers or employees having fiscal responsibility to be bonded, as the Board of Directors may deem appropriate.

i. Maintenance. Cause the Common Areas and other areas to be maintained as provided in the Declaration.

j. Committees. Any such committee shall be composed of at least one director and any other individuals as the Board of Directors shall designate. Not all members of a committee need be Directors unless otherwise provided in the Declaration, Articles of Incorporation or by law. A quorum of any committee so designated by the Board of Directors shall not consist of less than one-half of the total number of members appointed to such committee. The Board may designate one or more individuals as

alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee.

**Section 5. Directors' Meetings.** Regular meetings of the Board of Directors shall be held immediately following the annual meeting of the Lot Owners, and at such other times as the Board of Directors may determine. Special meetings of the Board of Directors may be called by the President at any time, and shall be called by the President or the Secretary upon the written request of any Director.

**Section 6. Notice of Meetings.** Notice of meetings, other than the regular annual meetings, shall be given by service upon each Director in person, or by other reasonable method at least 10 days before the date therein designated for such meeting, of a written or printed notice thereof, specifying the time, date, and place of such meeting, and the business to be brought before the meeting, and that no business other than that specified in such notice shall be transacted at any special meeting. Each Lot Owner must also be given notice of such meetings in the manner specified in these Bylaws.

**Section 7. Open Meetings.** All regular and special meetings of the Board of Directors and Committees of the Association must be open to all Lot Owners, except for "Executive Sessions" held during such regular or special meetings. Executive Sessions may be held to consult with the Association's attorney, to discuss existing or potential legal matters, to discuss labor or personnel matters, to discuss contracts, leases, or commercial transactions, or to prevent the public knowledge of any matter in order to protect the privacy of any person. No final votes or actions may be taken during an Executive Session.

**Section 8. Quorum.** At any meeting of the Board of Directors, a majority of the Board shall constitute a quorum for the transaction of business; but in the event of a quorum not being present, a less number may adjourn the meeting to some future time, not more than five days later.

**Section 9. Voting.** At all meetings of the Board of Directors, each Director is to have one vote.

**Section 10. Removal and Vacancies.** Any director may be removed from the Board of Directors, with or without cause, by a majority of the members of the Association entitled to vote. In the event of death, resignation or removal of a director, his or her successor shall be selected by the remaining members of the Board of Directors and shall serve for the unexpired term of his or her predecessor.

**Section 11. Meetings by Conference Telephone or Similar Communications Equipment.** Members of the Board of Directors, or any committee designated by the Board, may participate in a meeting of the Board or committee by means of conference telephone or similar communications equipment whereby all persons participating in the meeting can hear each other, and participation in a meeting pursuant hereto shall constitute presence in person at such meeting.

**Section 12. Action Taken Without a Meeting.** Any action required or permitted to be taken at any meeting of the Board of Directors or any committee thereof may be taken without a meeting if written consent thereto is signed by all members of the Board of Directors or of such committee, as the case may be, and such written consent is filed with the minutes of proceedings of the Board or committee.

**Section 13. Qualifications.** Each director must be and remain a member or spouse of a member of the Association in good standing in order to be elected and remain as a director.

**Section 14. Compensation.** No director shall receive compensation for the service he or she may render to the Association as a director. However, any director may be reimbursed for his or her reasonable out-of-pocket expenses incurred in the performance of his or her duties.

### **Article III Officers**

**Section 1. Number.** The Officers of this Association shall be:

1. President
2. One Vice President
3. Secretary
4. Treasurer

**Section 2. Election.** All Officers of the Association shall be elected annually by the Board of Directors at its meeting held immediately after the meeting of the Lot Owners, and shall hold office for the term of one year or until their successors are duly elected.

**Section 3. Duties of Officers.** The duties and powers of the Officers of the Association shall be as follows:

#### **President**

The President shall preside at all meetings of the Board of Directors and Lot Owners.

He or she shall present at each annual meeting of the Lot Owners and Directors a report of the conditions of the business of the Association.

He or she shall cause to be called regular and special meetings of the Lot Owners and Directors in accordance with these Bylaws.

#### **Vice President**

During the absence and inability of the President to render and perform his or her duties or exercise his or her powers as set forth in these Bylaws or in the acts under which this Association is organized, the same, including the execution of deeds of the

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Association, shall be performed and exercised by the Vice President, and when so acting, he or she shall have all the powers and be subject to all the responsibilities hereby given to or imposed upon the President.

### **Secretary**

The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board of Directors and of the members, shall keep the corporate seal, if any, of the Association and affix it on all papers required to have the seal affixed thereto, shall serve notice of meetings of the Board and of the members, shall keep appropriate current records showing the members of the Association, together with their addresses, and shall perform such other duties, and have such other powers as may be prescribed by the Board of Directors or usually vested in the office of Secretary.

### **Treasurer**

The Treasurer shall have responsibility for the safekeeping of the funds of the Association, shall keep or cause to be kept full and accurate accounts of receipts and disbursements of the Association and such other books of account and accounting records as may be appropriate, and shall perform such other duties and have such other powers as may be prescribed by the Board of Directors or usually vested in the office of Treasurer. The books of account and accounting records shall at all reasonable times be open to inspection by any director.

The Board of Directors may delegate certain of the Treasurer's duties to a managing agent.

**Section 4. Bond.** The Treasurer shall, if required by the Board of Directors, give to the Association such security for the faithful discharge of his or her duties as the Board may direct.

**Section 5. Vacancies, How Filled.** All vacancies in any office shall be filled by the Board of Directors without undue delay, at its regular meeting, or at a meeting specifically called for that purpose. Each replacement shall remain in his or her position until the next regularly scheduled election.

**Section 6. Compensation of Officers.** The Officers shall not receive salary or compensation, but may be reimbursed for their reasonable out-of-pocket expenses incurred in the performance of their duties.

**Section 7. Removal of Officers.** These Officers may be removed by a vote of a majority of directors.



**Article IV**  
**Accounting and Financial Matters**

**Section 1. Fiscal Year.** The Association's fiscal year shall be the calendar year.

**Section 2. Accounting.** The following accounting standards shall be followed unless the Board determines otherwise:

- a. Accrual accounting, as defined by generally accepted accounting principles, shall be employed;
- b. Accounting and controls should conform to generally accepted accounting principles; and
- c. No remuneration shall be accepted by the managing agent from contractors, or others providing goods or services to the Association, whether in finder's fees, service fees, prizes, gifts, or otherwise; any thing of value regarding Association.

**Article V**  
**Indemnification**

**Section 1. Indemnification of Directors and Officers.** When a person is sued or prosecuted in a criminal action, either alone or with others, because he or she is or was a Director or Officer of the Association, or of another Association serving at the request of this Association, in any proceeding arising out of his or her alleged misfeasance or nonfeasance in the performance of his or her duties or with others, because he or she is or was a Director or Officer of the Association, or of another Association serving at the request of this Association, in any proceeding arising out of his or her alleged misfeasance or nonfeasance in the performance of his or her duties or out of any alleged wrongful act against the Association or by the Association, he or she shall be indemnified for his or her reasonable expenses, including attorney fees incurred in the defense of the proceedings, if both of the following conditions exist:

- a. The person sued is successful in whole or in part, or the proceeding against him or her is settled with the approval of the court.
- b. The court finds that his or her conduct fairly and equitably merits such indemnity.

The amount of such indemnity which may be assigned against the Association, its receiver, or its trustee, by the court in the same or in a separate proceeding, shall be so much of the expenses, including attorney fees incurred in the defense of the proceedings, as the court determines and finds to be reasonable. Application for such indemnity may be made either by the person sued or by the attorney or other person rendering services to him or her in connection with the defense, and the court may order the fee and expenses to be paid directly to the attorney or other person, although he or she is not a party to the proceeding. Notice of the application for

such indemnity shall be served upon the Association, its receiver, or its trustee, and upon the plaintiff and other parties to the proceedings. The court may order notice to be given also to the Lot Owners in the manner provided in Article I, Section 4 for giving notice of Lot Owners' meetings, in such form as the court directs.

### **Article VI Amendment**

Pursuant to the Articles of Incorporation, these Bylaws may from time to time be altered, amended, repealed, or new Bylaws may be adopted by a two-thirds vote of the Lot Owners of the Association entitled to vote who are present at a meeting at which a quorum is present or by a majority vote of the Board of Directors.

### **Article VII Conflict**

In the case of any conflict between the Articles of Incorporation of the Association and these Bylaws, the Articles of Incorporation shall control. In the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

### **Article VIII Notices and Waiver of Notice**

Any notice to Lot Owners given by the Association under any provisions of these Bylaws may be given by a form of electronic transmission (electronic mail or facsimile) consented to by the Lot Owner to whom the notice is given. Any such consent shall be revocable by the Lot Owner upon written notice to the Association. Any such consent shall be deemed revoked if: (1) the Association is unable to deliver by electronic transmission two consecutive notices given by the Association in accordance with the consent, and (2) such inability becomes known to the Association's Secretary or property manager.

Whenever any notice is required to be given under the provisions of the statutes of Missouri, or of the Articles of Incorporation or of these Bylaws, a waiver thereof in writing, signed by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent to notice. Attendance of a person at a meeting shall constitute a waiver of notice of such meeting, except when the person attends a meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at nor the purpose of any regular or special meeting of the Lot Owners, Directors or members of a committee of Directors need be specified in any written waiver of notice unless so required by the Articles of Incorporation or these Bylaws.

\* \* \*



The undersigned Secretary of Harborview Homeowners Association, Inc., a Missouri not-for-profit corporation, hereby certifies that the foregoing Bylaws are the original Bylaws of said corporation adopted by vote of Directors of the Association at a meeting on 6-26, 2018.

**HARBORVIEW HOMEOWNERS ASSOCIATION, INC.**

By:   
Printed Name: Bryan MacCist  
Its: President

By:   
Printed Name: Ric Miller  
Its: Secretary

**221 Construction LLC**

1050 W Innovation Dr • Kearney, MO 64060-7968 • Phone: 8162652701

Terry Snyder  
Cell: 8162891749

Job Address:  
405 marina dr  
smithville, MO 64089

**Print Date:** 2-27-2023**Proposal for Snyder, Terry - Concrete walking path**

Thank you for the opportunity to meet with you, review your upcoming project and submit this quote. After careful review of the scope of work needed to complete this project we have assembled the quote below for your review.

Items	Description
<b>Concrete pathway</b>	Concrete pathway 5 feet wide by 250 feet long to be installed in between Lakeview Dr and Woodhaven Dr. Locates for main fiber run preliminary to excavation mandatory. Concrete will be 4 inches thick minimum and 4000 psi. Relief Cuts will match existing previous walking trail at every 12 feet. Must field verify previous to cuts. Excess dirt will be placed in low spots for grading and any left over will be taken south to dump spot specified by Terry Snyder or representative of HOA. Finish grading as well as Seed and straw for disturbed soil included.
<b>Storm sewer install</b>	Rip rap drop structure at entrance as well as exit for erosion protection, and install of 10 inch storm sewer Culvert 20 feet in length to divert water into drainage ditch. Excavation and install will be under pathway and backfill will be compacted to minimum of 2500 psi.

**Total Price: \$40,500.00**

## 221 CONSTRUCTION WORK QUOTE &amp; AGREEMENT

Please Read Carefully

First, thank you for the opportunity to CONTRACT your work!

Second, here is how our company works and the terms of our agreement:

This quote is valid for three business days, after which values may be subject to change.

## FORMS OF PAYMENT

- Cash is accepted as a payment as well as checks, debit/credit cards, money orders, bank wires and cashier's checks.
- Debit/Credit card payments are subject to an additional 4.0% Surcharge above the 'quote' amount of payment.
- Any surcharges on bank wires/transfers will be passed through to you as well.

This 'quote' allows for costs of labor and materials, except where noted. This 'quote' is based on some assumptions and clear definitions of customer's request for services, preferences, and customer communicated specifications, and other requirements necessary to complete your project. Other items specifically noted are at the discretion of 221 Construction and can change the total cost where otherwise not outlined and specified or agreed to beforehand.

Discovering unknowns or (contingencies) will result in additional charges. Notwithstanding, 221 Construction will notify you, the customer, before work is performed on such unanticipated contingencies and you, the customer will need to sign an authorization for such charges or decline that portion of work needing to be performed

## PAYMENTS AND TIMING OF WORK

### ALL DEPOSITS ARE NON-REFUNDABLE UNDER ANY CONDITIONS

Once this agreement is complete and signed by you, the customer, a deposit payment of 50% is made to be placed on the scheduling calendar. Progress payments are to be paid as outlined in this agreement or as work is completed.

Weekly progress meetings are requested for projects lasting for more than 5 business days.

### Representations and Communications Between Customer and 221 Construction

You, the customer, understand and agree that all communications concerning the job status, job changes, pricing, or any other job issues outlined in this Agreement will only be between the (Project Owner/customer) and 221 Construction (job superintendent or principals).

Any modifications to these terms and conditions, to be part of our agreement, must be made in writing as an addendum to this agreement and signed by you and 221 Construction.

221 Construction will not be held liable for any discussions or agreements made between You, the customer, and any other parties, including, but not limited to sub-contractors, or specialty contractors, hired by 221 Construction, our suppliers, other 221 Construction employees, or any other party.

You, the customer, agree not to sub-contract with another party for work to be performed within the scope of this project, as contemplated in this agreement. This includes, but is not limited to, any change orders you make to this project, any unknown contingencies, agreed upon rework, should you wish to contract with another party, contrary to the terms above, you agree to obtain the written approval of 221 Construction prior to contracting with any other party.

221 Construction will not be responsible for any costs, bills, charges, debts, invoices, or other encumbrances incurred in, on or for this job by anyone other than 221 Construction or its immediate authorized employees. In the unlikely event that 221 Construction approves of your

contracting with another party for work performed within the scope of this agreement, you will be responsible for all costs incurred and payments to said contractor.

Again, you, the owner shall be solely responsible to pay any and all subcontractors for work performed at owner's direction without the written authority of 221 Construction, and owner shall indemnify, defend, and hold 221 Construction harmless from loss or liability which results from claims or any subcontractors or others arising from the performance of such work.

If You, the owner enters into such side agreement, without the expressed written agreement of 221 Construction, You, the owner agree to pay 221 Construction 30% of the cost of such work, prior to the job moving forward from the start date of that work.

#### WORK CHANGE ORDERS

Without invalidating this agreement, Owner may order extra work or change the existing Contract using a Work Change Order. Change orders are made any time you, the customer change your mind about what you want with respect to the work to be performed.

A change may consist of additions, deletions, or modifications to the original contract work, the contracted sum and the contracted time being adjusted accordingly, providing the document is mutually agreed to and signed by both you, the customer, and 221 Construction. Such modifications to the original agreement, or subsequent modified contracts or work change orders may only occur with a signed work change order. This change of work order may change the job completion date.

Only one (1) signature from each respective party to this agreement shall be necessary to execute the change order.

Examples of work change orders include, but are not limited to:

- Additional work, not originally contemplated in the original 'quote' such as adding a remodel of a bathroom, when only a kitchen remodel was agreed to in the original agreement.
- Anything modifying the original project design such as changing window/door dimensions – resulting in additional design work.
- Anything changing the agreed upon materials to be used – these could include changes in countertop materials, types of flooring, or even colors of paint.

You, the owner(s) understand(s) a design/estimating and coordination fee of \$100 per hour will be incurred on the design, drafting and pricing of the change order, or additional work, whether the change is elected or not by the Owner(s).

221 Construction will not be liable for any changes made without a completed and signed change work order. 221 will not be liable for any agreements made between the owner and any party(s) other than 221 Construction.

Work change orders are beyond the work scope of this agreement and will result in additional charges to your project. The extra work change order amount is due AND MUST BE PAID IN FULL IN ADVANCE OF WORK CONTINUING once you, the homeowner, sign your approval or declines the work change order. THERE IS NO RETAINAGE ON EXTRA WORK ORDERS OR WORK CHANGE ORDERS.

You, the customer, agree that changes in work scope are automatically a \$500 (USD) minimum for each change in work. Work will stop after one day of non-payment for work completed, including work change orders and contracted work.

#### PUNCH LISTS

Within one working day prior to the completion of this job, 221 Construction and you, the owner will jointly walk through the entire project and assemble a 'Punch List' of the remaining items of work to be completed as outlined in the original Contract and any subsequent work change orders agreed to between the Us to the agreement.

This 'punch list' will be a single document that will contain any and all items that 221 Construction and you, the customer, agree need to be done to fulfill the conditions of this project/agreement.

When 221 Construction has completed each item, Owner will initial those items on the 'punch list'; you are agreeing that they have been satisfactorily completed. When the terms of the original agreement, along with all work change orders and the final 'punch list' have been completed, this job will be complete, and the final payment will be due and payable on that day.

Any additional items that you, the customer, may find after the 'punch list' has been completed will be dealt with only after the final payment and retainage has been received by 221 Construction and this job has been declared completed and the job has moved to warranty coverage stage. PAID FOR work has a one (1) year labor warranty.

If you, Owner(s), fail(s) to make themselves(s) available to compile the 'punch list' as outlined above, Owner accepts the 'punch list' that 221 Construction will assemble prior to the completion of this job, and will comply with the balance of the process for completing the project.

If you, the owner fails/refuse to sign off on the completed 'punch list' items without due cause and agreement from 221 Construction, then you, the owner, will be in default of this agreement.

221 Construction and you, the owner will agree to, and specify any deficiencies or delays regarding the 'punch list' and' and payment for those items on a work change order on or before the completion date for your project. Any retainage for work to be completed will not exceed 221Construction's cost plus 10% of said cost.

#### IMAGING RELEASE

All audio, video & photos of contracted projects and you, the customer, that are acquired during the work process are released to 221 Construction and permission is granted to use in any way to perpetuate the business marketing and advertising for 221 Construction LLC. No Royalties or restrictions are implied or perpetuated. All rights to Images, Recordings Audio or Video are included in our release agreement. 221 Construction has all rights to said media.

#### PETS

You, the owner, understand and agree that any and all animals that may inflict injury on 221 Construction staff or 221 subcontractors or specialty contractors will be kept out of all work areas and all storage areas for the duration of this job. You, the owner, will provide access to all work and storage areas from 7:30 am to 5:30 pm, Monday through Saturday, for the duration of the project.

If at any time access to the work or storage areas is not available to 221 Construction crews, subcontractors or specialty contractors due to the presence of potential harm from the Owners pet(s), or any other reason, you, the owner, agrees to reimburse 221 Construction or 221 sub or specialty contractors for expenses incurred for travel and lost time at the rate of \$50 per man-hour lost, and \$1.50 US per mile per vehicle.

You, the owner, also understand and agree that 221 Construction employees and 221 sub or specialty contractors will not be responsible for any pet(s) leaving the home due to doors, windows, gates, or other openings in the home being left open due to work in progress.

#### SUPERVISION OF WORK

We, 221 Construction is solely responsible for securing all labor, materials, subcontractor work and other related items included in our agreement, and for scheduling, construction techniques and procedures, and the coordination of all trades and sequences hereunder.

You, the owner, owner's agents, or any other parties, are prohibited from directing, or attempting to direct in any way, the progress of the work. They are also prohibited from securing labor, materials, sub-contractors, or other items that substitute or supplant those included herein unless specifically authorized in writing by 221 Construction. Any questions, problems, or requests for changes of work will be directed solely to the 221 Construction job superintendent or project manager.

In addition, you, the owner will be solely responsible for all costs resulting from delays or interference on the part of the owner, owner's agents, or owner-solicited/contracted subcontractors working on this job. All resulting corrective work, including labor, materials, subcontract or any other costs and construction lines resulting from that work will be the sole responsibility of the Owner at the rate of cost plus 10%.

You, the owner(s) understand(s) and agree(s) not to affect any aide arrangements or separate contracts with any of the employees, vendors, or subcontractors performing work on this job, except as provided by 221 Construction pursuant to the terms of this agreement. Any such agreement must be approved by 221 Construction prior to such agreement or contract, in writing, and the Owner(s) may not hold 221 Construction responsible for the quality of the workmanship and materials utilized by these persons. You, the owner(s) will also be responsible for any delay caused using outside contractors or other persons.

The owner has read, understands, and agrees with the total payment schedule as shown at the end of this agreement. The owner will pay 221 Construction the initial down payment, progress payments, and the final payment, as per this agreement and without retention. Final payment of the entire Contract price is due on the day of 'SUBSTANTIAL COMPLETION' of the work and/ or on the issuance of the 'CERTIFICATE OF Occupancy' or by use of the Owner.

If net amount due on a progress payment is not paid by the Monday of the week following the due date, 221 Construction reserves the right to stop work until the progress payment has been made, increased by a reasonable sum for the costs of shutdown, delays incurred, and startup.

221 Construction reserves the right to terminate this agreement altogether if work is stopped for ten (10) continuous calendar days due to the failure of the Owner to make prompt progress payments. 221 Construction further reserves the right to recover payment for all work executed and losses from delays or stoppage of the work, including reasonable overhead, profit and damages. In no case will 221 Construction be entitled to less than their total expenses plus an additional sum of 40% of the total expenses incurred. 221 Construction is indemnified from any and all special, indirect, or consequential damages associated with and resulting from work shutdown or termination of this agreement.

Upon shutdown or termination of this agreement, any amounts on deposit, or a retainer or otherwise deemed 'unearned' will be immediately considered 'earned' and/or be retained by 221 Construction for 1) costs incurred to date, 2) fees, and reasonable markup(s), 3) liquidating damages. To 'resume' work after an agreement is terminated, a new agreement will be required to be executed along with a new deposit (down payment) for the new project.

Payments not made within fifteen (15) days of the due date are delinquent and shall bear interest at the rate of one and one-half percent (1.5%) per month, or the maximum amount allowed by law, whichever is more, until paid.

You, the owner, shall pay all reasonable costs incurred by 221 Construction in the collection of any delinquent amounts, including attorney fees and costs of preparing and filing liens, regardless of whether a suit or legal action is instituted.

#### BOUNCED CHECKS

You, the owner understand and agree that any check or other medium of payment presented to 221 Construction by the owner, or owner's agent, that is returned to 221 Construction for insufficient funds, or any other reason that delays the deposit by 221 Construction of the monies due as outlined below in the payment schedule for this project, contemplated by this agreement, will incur an additional charge of \$35.00, plus any and all fees assessed by the bank or other institution handling these monies, and any and all other resultant charges, fees, or late fees, regardless of the reason or the extent of those charges or fees.

#### CUSTOMER SUPPLIED MATERIALS

Should you, the customer provide any materials for your project, this agreement constitutes a release of any and all liability and warranty of 221 Construction has with respect to said customer provided materials. 221 Construction makes no warranty as to the quality, usefulness, or useful life

of such materials, nor do they include any warranty as to the use of said materials in the project contemplated. Any additional costs, or rework resulting from defective materials will be added costs to the project, and charged accordingly, to you, the customer.

You, the owner warrant that all materials supplied by you, the owner will be of new and standard quality, free of defects and may be installed or applied according to the RESIDENTIAL CONSTRUCTION PERFORMANCE GUIDELINES (current edition), as published by the NAHB, and in a time frame consistent with normal installations for these materials.

You, the owner, agrees to have all materials on the job site at least three working days prior to installation date by 221 Construction or sub-contractors or specialty contractors. 221 Construction will give you, the owner, at least five working days' notice of installation date. All unused materials furnished by you, the owner shall remain the property of the owner, and all materials delivered to the job address shall be safely stored by the owner.

In some circumstances, you, the owner may require that materials supplied by you be stored in 221 Construction's warehouse facility. You may have your materials stored free of charge for up to 30 days. If your materials are stored in our facility beyond 30 days, you will be charged monthly storage rent in the amount of \$100 per pallet space (roughly) 42"x48"x48" (a typical storage bin in a standard warehouse).

If you, the owner fail to have the necessary materials on the job site as outlined above, you, the owner agree that 221 Construction may purchase similar materials in an effort to avoid delays, or project shutdowns, and the owner will reimburse 221 Construction the cost of the materials plus 20% and travel time to and from the job site to the place of purchase at the rate of \$100 per man hour and \$1.50 per mile for vehicle used to pick up the necessary materials at the next progress payment or final payment whichever comes first.

You, the owner, understand and agree to be present or have a representative present when any materials supplied by you, the owner, for use on this project are unpacked by 221 Construction. The owner or representative will inspect those materials for completeness of your order and for any damage or for any other defects. If owner is not present when these materials are unpacked, owner waives any and all claims against 221 Construction for any damaged or missing materials and will hold 221 Construction harmless against any claims for damaged or missing materials by the owner or the owner's representative.

You, the owner understand and agree that damage done to any of 221Construction's or subcontractors' tools or equipment because of any foreign object within owner supplied materials, i.e., nails, bolts, screws or other metal or very hard objects, regardless of the reason, it will be the owner's responsibility to replace (NOT REPAIR) that damaged tool or piece of equipment. Replacement of the tool or equipment will be within 24 hours of the time of damage.

You, the owner further understands and agrees that 221 Construction's only guarantee regarding the materials to be supplied by the owner is that they will be installed consistent with the RESIDENTIAL CONSTRUCTION PERFORMANCE GUIDELINES, current edition, as published by the NAHB. No other guarantees of any kind are expressed, implied or included in this agreement.

You, the owner, understand and agree that as the supplier of material, you must assume full responsibility and liability for assuring that the products meet all applicable codes and ordinances.

Any resultant damage to any other part of the structure in contract with or adjacent to the materials supplied by you and installed by 221 Construction, because of failure of those materials supplied by the owner, are the owner's sole responsibility for repair or replacement. 221 Construction's liability will be for the labor only if it is determined by a neutral third party that the owner's materials were installed incorrectly by 221 Construction thus causing the damage to the project.

This construction agreement is entered into on this day, by 221 Construction LLC, hereinafter called Contractor or 221 and the party(s) signing below, hereinafter called Owner/Customer. The above specifications, conditions, and job material selection sheets are satisfactory and are hereby accepted by the owner/customer. 221 Construction is hereby authorized to purchase materials and proceed with this job as specified in this proposal. 221 Construction shall furnish all labor and materials to do the work described in the above specifications and Owner agrees to pay 221 Construction as follows:

TOTAL CONTRACT PRICE ..... \$

DOWN PAYMENT ..... \$

PROGRESS PAYMENT ..... \$

PROGRESS PAYMENT ..... \$

PROGRESS PAYMENT ..... \$

CASH DUE ON DAY OF ISSUE OF  
CERTIFICATE OF OCCUPANCY  
AND SUBSTANTIAL COMPLETION  
OF THIS JOB ..... \$

ATTENTION: 221 Construction will do only that work which is written in the above specifications for the above agreed on amount. The terms and conditions as stated are part of this Agreement. This agreement is subject to 221 Construction LLC's office approval, which approval is evidenced by the execution herein.

You, the customer, may cancel this transaction at any time prior to midnight on the third business day after the date of this transaction. See the attached notice of cancellation form for an explanation of this right.

\_\_\_\_\_/\_\_\_\_/\_\_\_\_  
(Owner's Signature) (Date)

\_\_\_\_\_/\_\_\_\_/\_\_\_\_  
(221 Authorized Representative Signature) (Date)

Owner acknowledges receipt of a copy of this Contract, and that they have read, understood and agree with the terms of this agreement and the payment schedule for this job.

**Approval Deadline:** Apr 30, 2023

I confirm that my action here represents my electronic signature and is binding.

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

Prepared for

**Harborview HOA Terry Snyder**

405 Marina Drive, Smithville, MO 64089

816-289-1749

snyderhhoa@outlook.com

Provided by

**Heartland Fence & Concrete Company, LLC**

605 SW US HWY 40 #110, BLUE SPRINGS, MO 64014

816-287-1897

sales@HeartlandFenceandConcreteCompany.com

License no. 3835

Sent by

**Marie Fitts**

816-905-2432

marie@heartlandfenceandconcretecompany.com

Quote #43

Sent on 02/22/2023

Scope of work

approach access on existing 10' wide trail and proposed new 5' wide trail  
ADA

Products and services

<b>approach</b>		
approach access on existing 10' wide trail and proposed new 5' wide trail ADA		
Quantity	Unit Price	Total
2	\$2,500.00	\$5,000.00

Line item totals **\$5,000.00**

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Total Price **\$5,000.00**

Offer good until: 03/01/2023

Prepared for

**Harborview HOA Terry Snyder**

405 Marina Drive, Smithville, MO 64089

816-289-1749

snyderhhoa@outlook.com

Personal note

Thank you for meeting with me. We appreciate your interest in Heartland Fence & Concrete Company. We look forward to your Boards review of our proposal.

Provided by

**Heartland Fence & Concrete Company, LLC**

605 SW US HWY 40 #110, BLUE SPRINGS, MO 64014

816-287-1897

sales@HeartlandFenceandConcreteCompany.com

License no. 3835

Sent by

**Marie Fitts**

816-905-2432

marie@heartlandfenceandconcretecompany.com

Quote #42

Sent on 02/22/2023

## Scope of work

248 Linear feet of 5' wide trail path connecting to existing sidewalk to each end.

### Project specification

ADA blended transition (each end where slope ramps up to sidewalk) 1:12-1:20 over 30' of running slope at each end

4000PSI concrete mix

1/2" rebar 24" on center

brushed finish

expansion jointing every 10'

(1) 8" culvert for drainage

organic material removed will be places in low areas and regraded

Job photos (click photo to see full image)





Products and services

**Trail for Green-Space**

248 Linear feet of 5' wide trail path connecting to existing sidewalk to each end.

Project specification

ADA blended transition (each end where slope ramps up to sidewalk) 1:12-1:20 over 30' of running slope at each end

4000PSI concrete mix

1/2" rebar 24" on center

brushed finish

expansion jointing every 10'

(1) 8" culvert for drainage

organic material removed will be placed in low areas and regraded

Quantity	Unit Price	Total
1	\$13,750.00	\$13,750.00

Line item totals

**\$13,750.00**



# Alliance Association Bank

Alliance Association Bank, a division of Western Alliance Bank.  
Member FDIC.

PO Box 26237 • Las Vegas, NV 89126-0237

Return Service Requested

HARBOR VIEW HOMEOWNERS ASSOCIATION, INC.  
C/O COMMUNITY ASSOCIATION MANAGEMENT  
OPERATING  
5000 W 95TH ST SUITE 280  
PRAIRIE VILLAGE KS 66207-3377

Last statement: December 31, 2022  
This statement: January 31, 2023  
Total days in statement period: 31

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XXXXXX5635  
( 5)

Direct inquiries to:  
888-734-4567

Alliance Association Bank  
3033 W Ray Road, Ste 200  
Chandler AZ 85226

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**THANK YOU FOR BANKING WITH US!**

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## AAB Community Checking

Account number	XXXXXX5635	Beginning balance	\$32,912.50
Enclosures	5	Total additions	55,969.52
Low balance	\$32,912.50	Total subtractions	3,731.63
Average balance	\$61,005.42	Ending balance	\$85,150.39
Avg collected balance	\$59,783		

### CHECKS

Number	Date	Amount	Number	Date	Amount
100068	01-18	300.00	100075 *	01-26	163.54
100071 *	01-13	260.80	* Skip in check sequence		

### DEBITS

Date	Description	Subtractions
01-04	' ACH Debit AVIDPAY SERVICE AVIDPAY REF*CK*100070*2301 03*Community Association Manageme\103874053\52930642\1	95.00
01-09	' ACH Debit ATT Payment 230108	108.71
01-17	' ACH Debit AVIDPAY SERVICE AVIDPAY REF*CK*100072*2301 13*Clay County Public Health Cent\104805043\53828155\1	350.00
01-17	' ACH Debit AVIDPAY SERVICE AVIDPAY REF*CK*100073*2301 13*Community Association Manageme\104805052\53828161\1	1,248.58

Date	Description	Subtractions
01-18	' ACH Debit AVIDPAY SERVICE AVIDPAY REF*CK*100074*2301 17*Community Association Managemen\104946170\53946213\1	8.00
01-19	Miscellaneous Debit EPAY 34133640	250.00
01-19	' Service Charge EPAY RETURN FEE	10.00
01-23	Miscellaneous Debit EPAY 34173235	252.00
01-23	' Service Charge EPAY RETURN FEE	10.00
01-31	' ACH Debit AVIDPAY SERVICE AVIDPAY REF*CK*100076*2301 30*Community Association Managemen\105982209\54907931\1	675.00

**CREDITS**

Date	Description	Additions
01-03	' Lockbox Deposit	4,783.59
01-04	' Lockbox Deposit	1,764.00
01-05	' Lockbox Deposit	2,016.00
01-06	' Lockbox Deposit	756.00
01-09	' Lockbox Deposit	7,808.77
01-10	' Lockbox Deposit	2,520.00
01-11	' Lockbox Deposit	2,375.00
01-12	' Lockbox Deposit	1,005.00
01-13	' Lockbox Deposit	2,520.00
01-17	' Lockbox Deposit	8,283.84
01-18	' Lockbox Deposit	5,036.78
01-19	' Lockbox Deposit	2,012.39
01-20	' Lockbox Deposit	1,512.00
01-23	' Lockbox Deposit	1,762.39
01-24	' Lockbox Deposit	744.00
01-25	' Lockbox Deposit	753.02
01-26	' Lockbox Deposit	2,772.00
01-27	' Lockbox Deposit	1,989.00
01-30	' Lockbox Deposit	3,286.39
01-31	' Lockbox Deposit	2,268.08
01-31	' Interest Credit	1.27

**DAILY BALANCES**

Date	Amount	Date	Amount	Date	Amount
12-31	32,912.50	01-06	42,137.09	01-12	55,737.15
01-03	37,696.09	01-09	49,837.15	01-13	57,996.35
01-04	39,365.09	01-10	52,357.15	01-17	64,681.61
01-05	41,381.09	01-11	54,732.15	01-18	69,410.39

Date	Amount	Date	Amount	Date	Amount
01-19	71,162.78	01-24	74,919.17	01-27	80,269.65
01-20	72,674.78	01-25	75,672.19	01-30	83,556.04
01-23	74,175.17	01-26	78,280.65	01-31	85,150.39

**INTEREST INFORMATION**

Annual percentage yield earned	0.03%
Interest-bearing days	31
Average balance for APY	\$59,783.87
Interest earned	\$1.27

**OVERDRAFT/RETURN ITEM FEES**

	Total for this period	Total year-to-date
Total Overdraft Fees	\$0.00	\$0.00
Total Returned Item Fees	\$0.00	\$0.00

*Thank you for banking with Alliance Association Bank*

Date: 2/24/2023

Quotes are only valid for 15 days from the date listed above

Harborview HOA (Terry Snyder)  
214 Lakeview Dr  
Smithville, MO 64089  
(816) 289-1749  
newharborviewbod@gmail.com

Dear Harborview HOA (Terry Snyder),

Thank you for the opportunity to submit the following quotation. Listed below is a complete breakdown of the scope of work.

### Scope of Work

#### **Concrete ( ) - \$11,380**

- Excavate and remove soil that is not needed
- Frame for concrete slabs
- Install base rock and compact
- Install rebar (2' Centers)  
Install 2 8" or bigger drain pipes
- Pour concrete into the mold (4" thick - 4000 PSI)
- Screed the top of the concrete
- Float concrete surface to compact
- Concrete will be sloped
- Broom finish concrete
- Seal all concrete upon completion
- Install topsoil on the edges of all new concrete
- All excess soil will be relocated in the neighborhood
- Haul away and disposal of all materials

Dimensions: 5'x250'

**\*THIS ESTIMATE DOES NOT INCLUDE LAWN REPAIR UNLESS THERE IS A LINE ITEM "SOD" OR "HYDROSEED". IF REQUESTED, A QUOTE CAN BE GIVEN FOR THE NECESSARY LAWN REPAIR NEEDED AFTER THE PROJECT IS COMPLETED, AND PAID IN FULL\***

#### **Total Investment - \$11,380**

#### **PROGRESS PAYMENTS - Please Make all Payments out to 'Top Blade KC, LLC'**

- 10% or \$1,000 with signed contract - \$1,000
- Final Payment upon Completion - \$

Payment Methods - Cash/Check/(Credit Card 3.5% Fee) or Financing Available!

Landscape Construction Contract

Date: 2/24/2023

Quotes are only valid for 15 days from the date listed above

**\*Start Dates are only valid on the day the contract is written. Start and finish dates may be affected if the contract is not signed on the written date.**

Start Date : 2023

End Date: 2023

## Landscape Construction Contract

Date: 2/24/2023

Quotes are only valid for 15 days from the date listed above

**General Contract Terms:**

1. Both parties are entitled to fill out the agreement below, signed by the homeowner and the contractor.
2. By signing, the homeowner agrees to everything in the proposal.
3. If it is not stated in the proposal, it is not included.
4. If Top Blade KC Lawn Care & Landscape has to "Redo", "Take up", "Replace" any items after they are installed, the homeowner may be charged an additional fee unless installed incorrectly by Top Blade KC Lawn Care & Landscape. (Example: Rock type is changed after installed on site and Top Blade KC Lawn Care & Landscape has to replace it, a fee will be applied)
5. Top Blade KC Lawn Care & Landscape will do their best to keep tools, equipment, trucks, trailers and materials organized on your jobsite. Daily clean-ups will be performed to keep things looking presentable.
6. The estimated "end date" is not a guarantee and will depend on weather, productivity, material availability etc.
7. After the installation of a landscape project, it is the homeowner's responsibility to maintain all living items such as trees, shrubs, annuals, perennials, and grass as well as any maintenance on hardscaping.
8. Any changes in contract must be in writing and signed. Payment terms do not apply to change orders. If change order is needed, the homeowner pays Top Blade KC Lawn Care & Landscape that day or next
9. Permit, city costs, or HOA design-approval cost is paid for by the homeowner unless Top Blade KC Lawn Care & Landscape mentions on the contract they will cover one of the items.
10. After the contract is signed, if the client decides to cancel after the 3 day period deposit is not refundable
  
11. In the event of a legal fee, the prevailing party is responsible for legal fees.
12. The deposit is non-refundable unless the contract is canceled or delayed by Top Blade KC Lawn Care & Landscape.
13. Concrete has No warranty on cracking, chipping, breaking, color loss, efflorescence or any salt in the water of any kind.
14. Top Blade KC Lawn Care & Landscape may charge extra if any other contractor, or person delays, destroys or interferes with workflow or items already installed.
15. If soils are tested and a soil change is needed, this is considered "out of contract" and will be an additional fee-to be paid by the Homeowner.
16. Top Blade KC Lawn Care & Landscape is not responsible for debris or trash from other contractors.
17. Top Blade KC Lawn Care & Landscape is not responsible for the old irrigation system that is already in place.
18. Construction work and equipment is dangerous to be around. Please take caution when around any construction materials, equipment, employees or any other construction-related items. Please note: you are always entering "at your own risk" when you enter a construction site.
19. A professional company should be hired to maintain and fertilize any vegetation.
20. Any change orders above \$3000 that are made after the contract is will be charged with a \$500 fee in addition to the cost of the new materials, additional labor for installation, and any demo that may be necessary to meet the new requirements.
21. Top Blade KC Lawn Care & Landscape is not responsible for existing concrete that is on driveway or walkways. Cracks, chips, breaks and tire marks are to be expected if work is being done and driveway is to be used to stage material. We will be careful and wash tire marks and dirt upon completion.

**Materials:**

## Landscape Construction Contract

Date: 2/24/2023

Quotes are only valid for 15 days from the date listed above

1. Materials that are being delivered on site (Such as: mulch, rock, sand, gravel, soil, sod and plants) will be delivered at various times throughout the project. We will do our best to manage and schedule these deliveries so as not to impact necessary access such as: driveways and sidewalks.
2. If more materials are needed than what is stated in the contract, the section will be re-measured and you will be charged accordingly for the additional material needed.
3. All excess or unused materials are the possession of Top Blade KC Lawn Care & Landscape . When doing projects, we are required to order material in full-pallet quantities. The homeowner is only paying for the amount/ sq ft listed in the contract.
4. For all materials that need to be returned -denied for installation by customer- restocking fees will be issued to the Homeowner as well as the cost of additional labor to return items. This does not apply in the event that excess materials are returned by Top Blade KC Lawn Care & Landscape after project completion.

**Warranties:**

1. 3.1 Top Blade KC Lawn Care & Landscape is not responsible for any weeds after installation. Weed block fabric is not a guarantee.
2. **Top Blade KC Lawn Care & Landscape does NOT warranty poured-in-place concrete,** reflective cracks, chipping or any other damage caused by settling or other circumstances beyond our control. Concrete will always crack. It's not if but when. There is no guarantee for any type of concrete work. Homeowners assume risks of cracks, chips and discoloration
3. Exact color replication for concrete is not warranted. Slight variations in color may also occur due to weather conditions or projects requiring multiple pours.
4. Top Blade KC Lawn Care & Landscape offers a limited 1-year warranty on all paved areas with pavers. This warranty covers settling, cracking and manufacturing defects. The following items will not be covered in this warranty: circumstantial damage inflicted by homeowner/ third party or natural causes (floods, fires, hurricanes, tornadoes etc). Small chips and polymeric sand is not warranted.
5. Top Blade KC Lawn Care & Landscape offers a 1-year warranty on retaining wall installation services. This warranty covers settling, cracking and manufacturing defects. The following items will not be covered in this warranty: circumstantial damage inflicted by homeowner/people or natural causes (floods, fires, hurricanes, tornadoes etc). Warranty does not cover settling if proper drainage isn't installed. Small chips in blocks are not warranted.
6. Additional rock or mulch that is needed is not covered in warranty and will be charged to the clients
7. Warranty is not valid until final payment is made.
8. Efflorescence on pavers, concrete, retaining walls, bricks or any type of surface will not be covered in warranty.
9. Plant Warranty: Plants are not warranted unless otherwise specified in contract

**Payments:**

1. Price Is Valid For 30 days from when the contract was sent. After this time, the contract will need to be reevaluated and re-sent by Top Blade KC Lawn Care & Landscape before moving forward.
2. If the project is not paid in full within one week (7 days) of project completion, a fee of \$200 per additional day will be charged to the Homeowner until the final payment has been made.

Landscape Construction Contract

Date: 2/24/2023

Quotes are only valid for 15 days from the date listed above

- 3. Payment methods for this project include: check or cash or credit card (Credit card has a 3% processing fee)
- 4. Final payment is due on completion of the original contract not including warranty work OR change orders.
- 5. Client understands that progress payments indicate that client is content with progress of work

**Unforeseen Items:**

- 1. If unforeseen items are needed to complete the project, a change-order will be created and sent via email or confirmation through text message or video. Work in the change-order will not be started until change-order has been signed and approved by both parties.
- 2. We will have a location service mark for all utilities before the project is started. Please do your best not to disturb these markings since they are important.
- 3. If any utility lines are hit during the excavation, demo or installation process, due to incorrectly marked lines, Top Blade KC Lawn Care & Landscape will not be held liable. If this does occur, an agreement will be made between Top Blade KC Lawn Care & Landscape and the homeowner to resolve the issue. Utility lines included are gas and electric. Comcast/Spectrum/Google Fiber/AT&T and any other internet and T.V. service provider is not included
- 4. Any unknown objects encountered underground or aboveground, or circumstances that may stop or delay work will be considered additional work and are not covered under the original contract. Examples include, but are not limited to; boulders, large roots, construction footings, stumps, utilities, groundwater springs, etc. Additional work will be billed to the homeowner on a time and material basis.
- 5. Top Blade KC Lawn Care & Landscape will not be held liable for any damage caused by natural forces: cracked sprinklers, freeze and thaw, erosion, animals or anything beyond our control.
- 6. When back-filling or demoing materials, there is no guarantee items won't settle over the years.
- 7. Homeowner is responsible for the marking of all non-public utilities (i.e. irrigation, invisible fencing, satellite lines, etc.) before work commences - assumes responsibility for any damages caused by unmarked lines
- 8. It is the responsibility of the property owner to mark property lines prior to the start of work. Top Blade KC Lawn Care & Landscape accepts no responsibility or liability for incorrectly marked property lines or errors in survey. If access through a neighboring property is required, it is the responsibility of the homeowner to obtain
- 9. When providing concrete demo, the agreed-upon price assumes the concrete is a standard 4-6" thick with rebar spaced no closer than 16" and rebar size no greater than 1/2".

Top Blade KC \_\_\_\_\_

Date: \_\_\_\_\_

Signature \_\_\_\_\_

Homeowner \_\_\_\_\_

Date: \_\_\_\_\_

Signature \_\_\_\_\_

Diagram shown below

\*Not drawn to scale\*



Date: 2/24/2023

Quotes are only valid for 15 days from the date listed above

Harborview HOA (Terry Snyder)  
214 Lakeview Dr  
Smithville, MO 64089  
(816) 289-1749  
newharborviewbod@gmail.com

Dear Harborview HOA (Terry Snyder),

Thank you for the opportunity to submit the following quotation. Listed below is a complete breakdown of the scope of work.

### Scope of Work

#### **Concrete ADA Entrance ( ) - \$5,522**

- Excavate and remove soil that is not needed
- Frame for concrete slabs
- Install base rock and compact
- Install rebar (2' Centers)
- Install [ADA Detectable Warning Surface](#)
- Pour concrete into the mold (4" thick - 4000 PSI)
- Screed the top of the concrete
- Float concrete surface to compact
- Concrete will be sloped
- Broom finish concrete
- Seal all concrete upon completion
- Install topsoil on the edges of all new concrete
- All excess soil will be relocated in the neighborhood
- Haul away and disposal of all materials

Dimensions: 5'x7'; 7'x10'

**\*THIS ESTIMATE DOES NOT INCLUDE LAWN REPAIR UNLESS THERE IS A LINE ITEM "SOD" OR "HYDROSEED". IF REQUESTED, A QUOTE CAN BE GIVEN FOR THE NECESSARY LAWN REPAIR NEEDED AFTER THE PROJECT IS COMPLETED, AND PAID IN FULL\***

#### **Total Investment - \$5,522**

#### **PROGRESS PAYMENTS - Please Make all Payments out to 'Top Blade KC, LLC'**

- \$1,000 with signed contract - \$1,000
- Final Payment upon Completion - \$TBD

Payment Methods - Cash/Check/(Credit Card 3.5% Fee) or Financing Available!

Landscape Construction Contract

Date: 2/24/2023

Quotes are only valid for 15 days from the date listed above

**\*Start Dates are only valid on the day the contract is written. Start and finish dates may be affected if the contract is not signed on the written date.**

Start Date : 2023

End Date: 2023

## Landscape Construction Contract

Date: 2/24/2023

Quotes are only valid for 15 days from the date listed above

**General Contract Terms:**

1. Both parties are entitled to fill out the agreement below, signed by the homeowner and the contractor.
2. By signing, the homeowner agrees to everything in the proposal.
3. If it is not stated in the proposal, it is not included.
4. If Top Blade KC Lawn Care & Landscape has to "Redo", "Take up", "Replace" any items after they are installed, the homeowner may be charged an additional fee unless installed incorrectly by Top Blade KC Lawn Care & Landscape. (Example: Rock type is changed after installed on site and Top Blade KC Lawn Care & Landscape has to replace it, a fee will be applied)
5. Top Blade KC Lawn Care & Landscape will do their best to keep tools, equipment, trucks, trailers and materials organized on your jobsite. Daily clean-ups will be performed to keep things looking presentable.
6. The estimated "end date" is not a guarantee and will depend on weather, productivity, material availability etc.
7. After the installation of a landscape project, it is the homeowner's responsibility to maintain all living items such as trees, shrubs, annuals, perennials, and grass as well as any maintenance on hardscaping.
8. Any changes in contract must be in writing and signed. Payment terms do not apply to change orders. If change order is needed, the homeowner pays Top Blade KC Lawn Care & Landscape that day or next
9. Permit, city costs, or HOA design-approval cost is paid for by the homeowner unless Top Blade KC Lawn Care & Landscape mentions on the contract they will cover one of the items.
10. After the contract is signed, if the client decides to cancel after the 3 day period deposit is not refundable
  
11. In the event of a legal fee, the prevailing party is responsible for legal fees.
12. The deposit is non-refundable unless the contract is canceled or delayed by Top Blade KC Lawn Care & Landscape.
13. Concrete has No warranty on cracking, chipping, breaking, color loss, efflorescence or any salt in the water of any kind.
14. Top Blade KC Lawn Care & Landscape may charge extra if any other contractor, or person delays, destroys or interferes with workflow or items already installed.
15. If soils are tested and a soil change is needed, this is considered "out of contract" and will be an additional fee-to be paid by the Homeowner.
16. Top Blade KC Lawn Care & Landscape is not responsible for debris or trash from other contractors.
17. Top Blade KC Lawn Care & Landscape is not responsible for the old irrigation system that is already in place.
18. Construction work and equipment is dangerous to be around. Please take caution when around any construction materials, equipment, employees or any other construction-related items. Please note: you are always entering "at your own risk" when you enter a construction site.
19. A professional company should be hired to maintain and fertilize any vegetation.
20. Any change orders above \$3000 that are made after the contract is will be charged with a \$500 fee in addition to the cost of the new materials, additional labor for installation, and any demo that may be necessary to meet the new requirements.
21. Top Blade KC Lawn Care & Landscape is not responsible for existing concrete that is on driveway or walkways. Cracks, chips, breaks and tire marks are to be expected if work is being done and driveway is to be used to stage material. We will be careful and wash tire marks and dirt upon completion.

**Materials:**

## Landscape Construction Contract

Date: 2/24/2023

Quotes are only valid for 15 days from the date listed above

1. Materials that are being delivered on site (Such as: mulch, rock, sand, gravel, soil, sod and plants) will be delivered at various times throughout the project. We will do our best to manage and schedule these deliveries so as not to impact necessary access such as: driveways and sidewalks.
2. If more materials are needed than what is stated in the contract, the section will be re-measured and you will be charged accordingly for the additional material needed.
3. All excess or unused materials are the possession of Top Blade KC Lawn Care & Landscape . When doing projects, we are required to order material in full-pallet quantities. The homeowner is only paying for the amount/ sq ft listed in the contract.
4. For all materials that need to be returned -denied for installation by customer- restocking fees will be issued to the Homeowner as well as the cost of additional labor to return items. This does not apply in the event that excess materials are returned by Top Blade KC Lawn Care & Landscape after project completion.

**Warranties:**

1. 3.1 Top Blade KC Lawn Care & Landscape is not responsible for any weeds after installation. Weed block fabric is not a guarantee.
2. **Top Blade KC Lawn Care & Landscape does NOT warranty poured-in-place concrete,** reflective cracks, chipping or any other damage caused by settling or other circumstances beyond our control. Concrete will always crack. It's not if but when. There is no guarantee for any type of concrete work. Homeowners assume risks of cracks, chips and discoloration
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- 3. If any utility lines are hit during the excavation, demo or installation process, due to incorrectly marked lines, Top Blade KC Lawn Care & Landscape will not be held liable. If this does occur, an agreement will be made between Top Blade KC Lawn Care & Landscape and the homeowner to resolve the issue. Utility lines included are gas and electric. Comcast/Spectrum/Google Fiber/AT&T and any other internet and T.V. service provider is not included
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- 5. Top Blade KC Lawn Care & Landscape will not be held liable for any damage caused by natural forces: cracked sprinklers, freeze and thaw, erosion, animals or anything beyond our control.
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- 9. When providing concrete demo, the agreed-upon price assumes the concrete is a standard 4-6" thick with rebar spaced no closer than 16" and rebar size no greater than 1/2".

Top Blade KC \_\_\_\_\_

Date: \_\_\_\_\_

Signature \_\_\_\_\_

Homeowner \_\_\_\_\_

Date: \_\_\_\_\_

Signature \_\_\_\_\_

Diagram shown below

\*Not drawn to scale\*

Date: 2/24/2023

Quotes are only valid for 15 days from the date listed above



Quote



Request Changes

Approve

Prepared for  
**Harborview HOA Terry Snyder**  
 405 Marina Drive, Smithville, MO 64089  
 816-289-1749  
 snyderhhoa@outlook.com

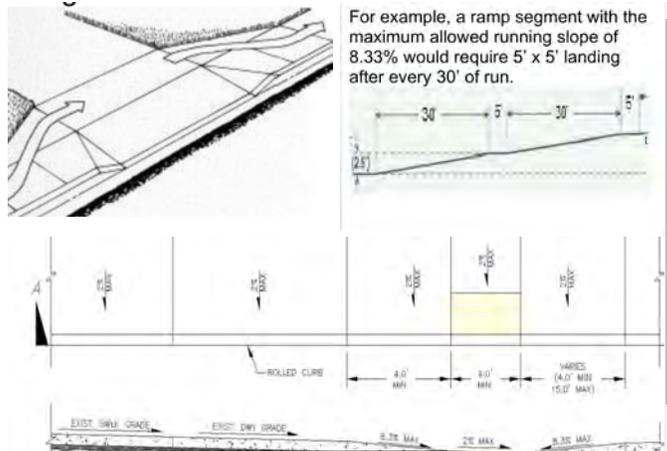
Provided by  
**Heartland Fence & Concrete Company, LLC**  
 605 SW US HWY 40 #110, BLUE SPRINGS, MO 64014  
 816-287-1897  
 sales@HeartlandFenceandConcreteCompany.com  
 License no. 3835

Sent by  
**Marie Fitts**  
 816-905-2432  
 marie@heartlandfenceandconcretecompany.com  
 Quote #87  
 Sent on 03/21/2023

Scope of work

approach access on existing 10' wide trail and proposed new 5' wide trail ADA

Job photos (click photo to see full image)



Products and services

<b>approach</b>		
approach access on existing 10' wide trail and proposed new 5' wide trail ADA		
Quantity	Unit Price	Total
2	\$3,000.00	\$6,000.00

Line item totals **\$6,000.00**



# Neighborhood Beautification Grant Application City of Smithville, MO

## Applicant Information

Neighborhood or Homeowners' Association Name: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_  
*Street Address*  
\_\_\_\_\_  
*City* *State* *ZIP Code*

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Project Title: \_\_\_\_\_

Brief Description of the proposed Project:

## Budget Information

The amount of grant funds awarded to the neighborhood ranges from \$50 - \$25,000. All funds awarded are required to have matching funds contributed from the neighborhood. Matching funds can come in the form of actual funds or in-kind donations such as volunteer hours or equipment. The required match must be equal to 50% of the total project cost. (e.g., if total project cost is \$10,000, the neighborhood or homeowners' association contributes \$5,000 and requests \$5,000 in grant funds from the program.) Volunteer hours are calculated at the rate of \$20/hour and must be confirmed at the completion of the project.

Total Project Cost: \_\_\_\_\_

Grantee Cash Contribution: \_\_\_\_\_

Grantee In-Kind Contribution: \_\_\_\_\_

Grant Amount Requested: \_\_\_\_\_

## Project Information – Please attach additional documentation if needed

Expected Project Start Date \_\_\_\_\_ Expected Completion Date \_\_\_\_\_

Description of how this project will enhance the neighborhood:

**Description of how the grant funding will be matched by the organization:**

**Description of how the project will be maintained or funded in the future, if necessary:**

### **Prior Awarded Projects**

**Have you been awarded Neighborhood Beautification Grant funding for a previous project?**

**If yes, please provide a project update:**

### **Required Attachment Checklist**

**In addition to this application, the following documents will be required to fully assess the proposed project:**

- A detailed Project Budget shown through a completed Attachment A (*Example Included*)**
- Photos of the proposed project area**
- Plan or map showing the location of the project and projected improvements**
- At least three estimates for all work**
- Letter of authorization from any agencies, utilities, or property owners affected by the project**
- Letter of approval of use of funds from the neighborhood or homeowners' association Board**
- If using cash contribution for the match, proof of available funds**
- If planning to use volunteer hours for an in-kind match, a completed Volunteer Pledge Sheet (Attachment B)**
- A copy of the by-laws for your neighborhood or homeowners' association**
- A list of the current neighborhood or homeowners' association board members**



**Attachment A: Detailed Project Budget Form**

<b>TOTAL PROJECT COST (grant funds requested plus applicant match)</b>		
List all items/service required for project completion.		
<b>Vendor/supplier:</b>	<b>Item/service:</b>	<b>Amount:</b>
<b>Total Project Cost</b>		

<b>CASH MATCH CONTRIBUTION</b>		
List any cash that will be contributed by your organization or others.		
<b>HOA/entity contributing cash</b>	<b>Item/services to be paid (if specified):</b>	<b>Amount:</b>
<b>Total Cash Contribution</b>		

<b>IN-KIND MATCH CONTRIBUTIONS</b>		
List any services or supplies that will be contributed by your organization or others.		
<b>HOA/entity donating</b>	<b>Item/services to be donated:</b>	<b>Value:</b>
<b>Total In-Kind Contribution</b>		

<b>Total Project Cost</b>	
<b>Total Cash Contribution</b>	
<b>Total In-Kind Contribution</b>	
<b>Total Grant Amount Requested from the NBG Program</b>	



**Attachment A: Detailed Project Budget Form EXAMPLE**

<b>TOTAL PROJECT COST (grant funds requested plus applicant match)</b>		
List all items/service required for project completion. <i>Example in italics</i>		
<b>Vendor/supplier:</b>	<b>Item/service:</b>	<b>Amount:</b>
<i>Hardware Store</i>	<i>Perennials and Concrete for Pad</i>	<i>\$1000.00</i>
<i>Bench Supplier Store</i>	<i>Bench</i>	<i>\$1000.00</i>
<b>Total Project Cost</b>		<b>\$2,000</b>

<b>CASH MATCH CONTRIBUTION</b>		
List any cash that will be contributed by your organization or others. <i>Example in italics</i>		
<b>HOA/entity contributing cash</b>	<b>Item/services to be paid (if specified):</b>	<b>Amount:</b>
<i>HOA</i>		<i>\$500</i>
<i>Jane Smith</i>	<i>Bench purchase</i>	<i>\$250</i>
<b>Total Cash Contribution</b>		<b>\$750</b>

<b>IN-KIND MATCH CONTRIBUTIONS</b>		
List any services or supplies that will be contributed by your organization or others. <i>Example in italics</i>		
<b>HOA/entity donating</b>	<b>Item/services to be donated:</b>	<b>Value:</b>
<i>Volunteer Hours</i>	<i>12.5 hours Labor</i>	<i>\$250</i>
<b>Total In-Kind Contribution</b>		<b>\$250</b>

<b>Total Project Cost</b>	<b>\$2,000</b>
<b>Total Cash Contribution</b>	<b>\$750</b>
<b>Total In-Kind Contribution</b>	<b>\$250</b>
<b>Total Grant Amount Requested from the NBG Program</b>	<b>\$1,000</b>

Hills of Shannon HOA  
% CAM Management  
5000 W. 95th St. Suite 280  
Prairie Village, KS 66207

Neighborhood Beautification Grant Committee  
% Smithville City Hall  
107 W Main St.  
Smithville, MO 64089

Dear Sir or Madam:

The Hills of Shannon HOA Board would like to take this opportunity to thank you for receiving and considering this grant application submission. The Hills of Shannon, is a subdivision located off of Commercial Avenue. We are 261 households and approximately 25 years old. We pride ourselves on being an inclusive, friendly, and welcoming place to live. Our neighbors know that we can rely on each other and we have strong bonds throughout our community here. The residents within the Hills of Shannon work hard but play harder. We like to think that we are one of the best representations of what it means to be a welcoming community in Smithville. We know that to best represent Smithville and our residents, we must be always striving for continued improvement, maintenance, and updates to our subdivision. Not only do our long term residents deserve our ongoing improvement but also for the potential homebuyer looking at Smithville for the long term.

The HOA Board has voted to select Davenport Construction for this project. We came to this selection as they were able to provide us with three different options to explore for the best possible outcome. They also came within our overall budget requirements for a project of this size.

We thank you again for the consideration and look forward to hearing the committee's response.

Sincerely,  
Hills Of Shannon HOA Board:  
Constance Scott - President  
Art Jonhson - Vice President  
Bradley Scott - Treasurer  
Mignonne Slaugh - Secretary

Description of how this project will enhance the neighborhood:

The repair and reseal of the walking trail will continue to encourage homeowners to get outside, move and enjoy nature. The Hills of Shannon walking trail is just shy of 1/3 of a mile long (shy of 536 meters). This trail follows along the woods, creek, and helps to provide access to our playground and recreational fishing pond. This walking trail - which is approximately 17 to 20 years old - has been loved and used by walkers, runners, cyclists, and homeowners out to walk their dogs, go for a leisurely stroll, or enjoy a family walk. Even though we do not allow motorized vehicles on the trail (Please see the attached photo that goes over our trail and park rules) and we have had only one major repair done (a large crack that went side to side) the material used for this trail is asphalt. Over this length of time, weather, ground shifting, and recreational usage has caused larger cracks to appear, along with a few smaller pot holes, and water damage areas that need to be repaired, sealed, or rebuilt. Keeping our trail in good, usable, and accessible condition is a very important factor for the Hills of Shannon. It will allow all persons - regardless of ability - to be able to use the trail safely, without worrying about catching a foot or a stroller wheel in a crack or stumbling over some uneven ground. The walking trail has also been an important factor for homeowners when selling and/or purchasing a house in this subdivision.

Ultimately, after we sought out the estimates, the Hills of Shannon board decided to go with estimate 3, Davenport Construction, option 3: a two inch overlay of the trail from start to finish over the existing trail. The HOA Board feels that an overlay is the best option seeing that this is the original trail that had been laid nearly 20 years ago. By using the same materials as the original walking trail - as asphalt has a long life span and has held up well through the ever changing weather known as Missouri - the Hills of Shannon board believes that along with best practices for maintenance that the overlay would have close to the same life span.

Description of how the project will be maintained or funded in the future, if necessary:

The HOA will ask the selected vendor recommendations for best practices to implement for continued upkeep on the trail. Based on the recommendations we receive for future upkeep on the trail, the HOA will continue to set funds aside as needed each year to ensure that there is enough savings to continue to make sure the trail is maintained well into the future.

Description of how the grant funding will be matched by the organization:

The HOA will be matching the funds with a cash in kind match. Unfortunately, due to the nature of this project, the ability to lean on community volunteers is not recommended.

Have you been awarded Neighborhood Beautification Grant funding for a previous project? If yes, please provide a project update:

In 2022, the Hills of Shannon were awarded the following grants: ADA swing and update to our playground and a replacement fountain for our pond. Both projects were finished in a timely manner - the fountain was installed by July 5th, 2022 and the playground update was completed September 5th, 2022. Both projects came in within our projected budget and the HOA Board took advantage of the winter storage and maintenance program that the fountain vendor offered. This will help extend the life of the fountain for many years to come. The HOA has received plenty of positive feedback from the community on the updates and upgrades that would have not been easily attainable if it had not been for the Neighborhood Beautification Grant, the committee's time, and the City of Smithville.

E/N



Thank you for banking with Central Bank.  
We appreciate the opportunity to serve  
you. If we can be of any assistance,  
please call us at 816-525-5300.

RETURN SERVICE REQUESTED

**HILLS OF SHANNON HOMES ASSOCIATION**  
5000 W 95TH ST STE 280  
PRAIRIE VILLAGE KS 66207-3377

Period 12/01/2022 - 12/30/2022 Page 1 of 1

Web Address www.centralbank.net

M  
130064329

### Your Financial Summary on December 30, 2022

	<u>Bank Deposits</u>	<u>Totals</u>
Bank Deposit Accounts:		
IMMA	\$ 35,697.74	
Bank Deposit Total		\$ 35,697.74
<b>Total Assets:</b>	<b>\$ 35,697.74</b>	<b>\$ 35,697.74</b>

### Detailed Explanation of Account Balances and Other Assets

#### Business Money Market Account

No. 130064329	Beginning Balance November 30, 2022	\$	35,696.22
Deposits			
Dec. 30	Interest Earned		1.52
	Total	+\$	1.52
	Ending Balance December 30, 2022	\$	35,697.74

Number of days since last statement/interest cycle 31  
Beginning and ending dates for calculation of statement/interest cycle are 12/01/2022 through 12/31/2022  
Average collected balance 35,696.00  
Interest rate 0.05%  
Annual percentage yield earned 0.05%  
Interest earned year to date 14.76

End of Bank Deposits

## To Balance Your Checkbook

Fill in amounts below from your checkbook or savings record book and bank statement.

Send inquiries to:

### Central Bank

Bookkeeping Department  
P.O. Box 1400  
Lee's Summit, Missouri 64063-1400  
816-525-5300  
Member FDIC

Enter balance shown on bank statement. \$ _____  Add deposits not on bank statement. \$ _____ _____ _____ _____ <b>Subtotal (+) \$ _____</b>	Enter balance shown in your checkbook or savings record book. \$ _____  Add any deposits and other additions, loan advances, bank deposits, Online Banking deposits, other electronic deposits, or transfers between savings & checking (including Online Banking, InfoLine, and ATMs) not entered in your checkbook or savings record book. _____ _____ <b>Subtotal (+) \$ _____</b>
Subtract checks or withdrawals issued but not on statement. \$ _____ _____ _____ _____ _____ _____ _____ _____ _____ <b>Subtotal (-) \$ _____</b>	Subtract service charges, maintenance fees, automatic payments, the bank withdrawals, Online Banking payments, Debit Point-of-Sale transactions, other electronic transactions, or transfers between savings & checking (including Online Banking, InfoLine, and ATMs) not entered in your checkbook or savings record book. _____ _____ _____ _____ _____ _____ _____ _____ _____ <b>Subtotal (-) \$ _____</b>
<b>Balance</b> Balance shown in your checkbook or savings record book. (=) \$ _____	

**These totals represent the correct amount of money you have in the bank and should agree. Please examine your statement promptly and report any errors immediately.**

### Important Information About Securities Line, Cash Reserve and Business Reserve

**INTEREST CHARGE CALCULATION:**  
We figure the interest charge on your account by applying the daily periodic rate to the "daily balance" of your account for each day in the billing cycle. To get the "daily balance", we take the beginning balance of your account each day, add any new advances and subtract any credits or payments for that day. This gives us the daily balance. We add each day's interest charge to get the total interest charge which is shown on your monthly statement.

To calculate the Average Daily Balance noted in the Balance Subject to Interest Rate column we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the "average daily balance". The interest charge may be calculated by multiplying each of the average daily balances by the applicable daily periodic rate, multiplying the results by the number of days in the billing cycle divided by 365 and adding together to get the Total Interest For This Period.

### WHAT TO DO IF YOU THINK YOU FIND A MISTAKE ON YOUR STATEMENT/BILL:

If you think there is an error on your statement/Bill, write to us at:  
Central Bank, P.O. Box 1400, Lee's Summit, Missouri 64063-1400

In your letter, give us the following information:

- > Account Information: Your name and account number.
- > Dollar amount: The dollar amount of the suspected error.
- > Description of Problem: if you think there is an error on your statement/bill, describe what you believe is wrong and why you believe it is a mistake.  
You must contact us within 60 days after the error appeared on your statement/bill. You must notify us of any potential errors in writing. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question. While we investigate whether or not there has been an error, the following are true:
- > We cannot try to collect the amount in question, or report you as delinquent on that amount.
- > The charge in question may remain on your statement, and we may continue to charge you interest on that amount. But if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount.
- > While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- > We can apply any unpaid amount against your credit limit.

### PERSONAL ACCOUNTS: IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS

Telephone us at 1-866-998-4617  
or write us at:

Central Bancompany, Regulation E Investigations, P.O. Box 779, Jefferson City, MO 65102-9982

as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent you the FIRST statement on which the problem or error occurred.

- (1) Tell us your name and account number
- (2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- (3) Tell us the dollar amount of the suspected error.

We will investigate your complaint and will correct any error promptly. If we take more than 10 business days to do this (20 business days if the transfer involved a new account), we will recredit your account for the amount you think is in error, so that you will have use of the money during the time it takes us to complete our investigation.



Alliance Association Bank, a division of Western Alliance Bank.  
Member FDIC.

PO Box 26237 • Las Vegas, NV 89126-0237

Return Service Requested

HILLS OF SHANNON HOMES ASSOCIATION  
C/O COMMUNITY ASSOCIATION MANAGEMENT LLC  
OPERATING  
5000 W 95TH ST SUITE 280  
PRAIRIE VILLAGE KS 66207-3377

Last statement: October 31, 2022  
This statement: November 30, 2022  
Total days in statement period: 30

Page 1  
XXXXXX1523  
( 6)

Direct inquiries to:  
888-734-4567

Alliance Association Bank  
3033 W Ray Road, Ste 200  
Chandler AZ 85226

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**THANK YOU FOR BANKING WITH US!**

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## AAB Community Checking

Account number	XXXXXX1523	Beginning balance	\$43,911.80
Enclosures	6	Total additions	719.24
Low balance	\$37,663.93	Total subtractions	6,966.27
Average balance	\$41,037.06	Ending balance	\$37,664.77
Avg collected balance	\$41,014		

### CHECKS

Number	Date	Amount	Number	Date	Amount
100034	11-04	18.00	100038	11-15	10.00
100035	11-04	483.00	100040 *	11-22	29.29
100036	11-08	2,835.00	* Skip in check sequence		
100037	11-09	166.98			

### DEBITS

Date	Description	Subtractions
11-15	' ACH Debit AVIDPAY SERVICE AVIDPAY REF*CK*100039*2211 14*Aquatic Ecosystem Consultants \100286032\49352125\1	550.00
11-30	' ACH Debit AVIDPAY SERVICE AVIDPAY REF*CK*100041*2211 29*American Family Insurance\101341551\50310502\101341	2,874.00



# Gann Asphalt & Concrete Inc.

4124 NW Riverside St  
Riverside, MO 64150  
(816)-584-8772  
816-584-8741  
sholey@gannasphalt.com



**Prepared For:**  
Hills of Shannon HOA  
14608 Green Castle St  
Smithville, MO 64089

**Attention:**  
Constance Scott

**Project Address:**  
Hills of Shannon HOA  
14608 Green Castle St  
Smithville, MO 64089

**Jason Gann**  
Cell: 8162918916  
jgann@gannasphalt.com

Dear Constance Scott, thank you for the opportunity to provide you with this proposal. We look forward to answering any questions you may have and working with you on this project.

## SEAL COAT: SINGLE SQUEEGEE COAT

\$8,100.00

Sealcoat **15,240** Square Feet. We will apply one coat of sealer, using hand-held or mechanical squeegees.

- Complete all necessary preparation by cleaning existing area free of dust, dirt, and debris using high powered walk behind pneumatic blower, power sweeper, & hand held brooms and remove to an approved location.
- Prime oil spots prior to sealcoat application by scraping and or burning excess oil. Apply oil spot primer.
- Trim around curbs, walls walkways, and sidewalks using a hand-held trim brush, providing protection against overspray and slopping.
- All sealer applied per manufacturer's recommendation, allowing for manufacturers recommended drying time (usually 3-4 hours, depending on climate conditions). Pavement sealer is MAC-52 Pro-Blend Premium Pavement Sealer and complies with ASTM, U.S. Air Force, and Federal specifications. Sealer is gas and oil resistant and protects pavement from ultra violet rays. Sealer may contain up to 4 LB/GAL silica sand. (See attached literature.)
- Purchaser is responsible to ensure all vehicles are removed (towing if required) from the affected areas no later than 7:00 a.m. The parking lot may be reopened 24 hours after the completion of work subject to weather temperatures and other related conditions. We are not responsible for damage to property from vehicular or foot traffic on wet sealer.
- Pricing includes up to 4,000 LF of crack fill.

## ASPHALT OVERLAY

\$34,698.00

Install **15,240** Square Yards at a Depth of **2** Inches.

- This is performed by installing a new layer of hot mix asphalt over the existing pavement surface.
- First, we will clean the pavement areas.
- Then a tack coat will be evenly distributed over the proposed overlay area to bond the new asphalt overlay to the existing surface.
- The new asphalt will be installed at the above depth using a self-propelled paving machine and will be rolled and compacted to achieve a smooth and uniform surface.
- A Department of Transportation approved mix will be installed.
- Purchaser is responsible to ensure all vehicles are moved, towing if required, from the affected areas no later than 7:00 am.
- We recommend the freshly paved area be kept free of traffic for 12-18 hours to allow the new asphalt time to cure.
- Excluded is the possibility of ponding water or poor drainage where the grade is less than 2%.

PREPARED BY: Jason Gann

PROPOSAL TOTAL: \$42,798.00



Gann Asphalt & Concrete Inc. proposes to furnish material and labor to perform the work outlined herein for the sum of: **\$42,798.00**

Client Signature: \_\_\_\_\_ Today's date: \_\_\_\_\_



## Request for Taxpayer Identification Number and Certification

**Give Form to the  
requester. Do not  
send to the IRS.**

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type.  
See Specific Instructions on page 3.

<b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>Gann Asphalt &amp; Concrete, Inc.</b>	
<b>2</b> Business name/disregarded entity name, if different from above	
<b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.	<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <small>(Applies to accounts maintained outside the U.S.)</small>
<input type="checkbox"/> Individual/sole proprietor or single-member LLC	<input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate
<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.	
<input type="checkbox"/> Other (see instructions) ▶	
<b>5</b> Address (number, street, and apt. or suite no.) See instructions. <b>4124 NW Riverside Street</b>	Requester's name and address (optional)
<b>6</b> City, state, and ZIP code <b>Riverside, MO 64150</b>	
<b>7</b> List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>									
<b>or</b>									
<b>Employer identification number</b>									
4	3	-	1	8	3	9	7	6	2

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign Here**

Signature of U.S. person ▶

Date ▶

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*





**PROPOSAL**

Bid ID Number:51777

Date:1/26/2023

1225 Iron - North Kanas City, Missouri 64116 - Office (816) 842-6066 - Fax (816) 842-1638

<p><b>Bid Submitted To:</b></p> <p>Hills of Shannon HOA 308 Killarney Lane Smithville, MO 64089</p> <p><b>PHONE:</b> 918-397-2904      <b>FAX:</b></p> <p><b>CONTACT:</b> Constance Scott</p>	<p><b>Job Proposed:</b></p> <p>Hills of Shannon - Walking Trail 308 Killarney Lane Smithville, MO 64089</p>
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Description	Net Price
<p><u>4" ASPHALT PATCHING: 460 SY</u> Use skid steers or milling machine to remove asphalt to a depth of 4". Install 4" of commercial surface asphalt and roll to compaction.</p>	<p><b>Asphalt Total Cost</b>      \$22,875.00</p>
<p><u>CRACK FILLING: 2,500 LF</u> Cracks shall be cleaned, filled with hot-pour rubber-asphalt sealer. All cracks 1/4" or greater will be filled with the EXCEPTION OF ALLIGATOR AREAS. The joints between the asphalt and curb will NOT be filled.</p>	<p><b>Crackfill Total Cost</b>      \$1,625.00</p>
<p><u>SEALCOATING: 1,690 SY</u></p> <ul style="list-style-type: none"> <li>• Clean pavement with high velocity air blowers used in conjunction with stiff brooms.</li> <li>• Seal pavement with 2 coats of high solids MAC Pro-Blend pavement sealer.</li> <li>• Sealer will be in slurry form with the addition of four (4) pounds of silica sand per 1 gallon.</li> <li>• The first coat will be applied by squeegee; the second coat will be applied by spray.</li> <li>• Squeegee application provides 20% to 25% more sealer than a spray application.</li> </ul>	<p><b>Sealcoat Total Cost</b>      \$5,070.00</p>
	<p><b>Project Total Cost</b>      <b>\$29,570.00</b></p>

**EXCLUSIONS:**

- \*Bonds & Permits.
- \*Material Testing.
- \*Creating surface drainage if it does not exist already.
- \*Any items not listed above.

Note: The property owner or owners agent is responsible for having vehicles removed from the work area prior to 7:00am and on; notification of trades, tenants, etc.; towing of vehicles is the responsibility of the above mentioned. If the crew must return to the site in order to complete the job, a trip charge will be billed.

**WARRANTY:**

McConnell & Associates Corp. warrants performance of the coating against flaking, chipping and loss of adhesion (sealer will not adhere to areas with constant moisture from irrigation systems) for one (1) year.  
McConnell & Associates Corp. does not warrant the discoloring of the sealer as a result of ground moisture seeping through the asphalt pavement.  
All work to be performed by uniformed McConnell & Associates personnel.



**PROPOSAL**

Bid ID Number:51777

Date:1/26/2023

1225 Iron - North Kanas City, Missouri 64116 - Office (816) 842-6066 - Fax (816) 842-1638

<p><b>Bid Submitted To:</b></p> <p>Hills of Shannon HOA 308 Killarney Lane Smithville, MO 64089</p> <p><b>PHONE:</b> 918-397-2904      <b>FAX:</b></p> <p><b>CONTACT:</b> Constance Scott</p>	<p><b>Job Proposed:</b></p> <p>Hills of Shannon - Walking Trail 308 Killarney Lane Smithville, MO 64089</p>
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**Description**

**Net Price**

MOBILIZATIONS: One (1) Asphalt / One (1) Crackfill & Sealcoat  
Each additional mobilization above what is shown will be billed at \$1,500.00 each. The contractor, property owner or owners agent is responsible for having vehicles removed from the work area prior to 7:00am and on; notification of trades, tenants, etc.; towing of vehicles is the responsibility of the above mentioned. If the crew must return to the site in order to complete the job, a trip charge will be billed.

Price includes all applicable taxes.

**NOTICE TO OWNER: FAILURE OF THIS CONTRACTOR TO PAY THOSE PERSONS SUPPLYING MATERIAL OR SERVICES TO COMPLETE THIS CONTRACT CAN RESULT IN THE FILING OF A MECHANIC'S LIEN ON THE PROPERTY WHICH IS THE SUBJECT OF THIS CONTRACT PURSUANT TO CHAPTER 429, RSMO. TO AVOID THIS RESULT YOU MAY ASK THIS CONTRACTOR FOR "LIEN WAIVERS" FROM ALL PERSONS SUPPLYING MATERIAL OR SERVICES FOR THE WORK DESCRIBED IN THIS CONTRACT. FAILURE TO SECURE LIEN WAIVERS MAY RESULT IN YOUR PAYING FOR LABOR AND MATERIAL TWICE.**

**PAYMENT and COLLECTION:** Payment is due upon receipt of Company's invoice. If Company provides this agreement/proposal/bid to an attorney for enforcement of its terms, including but not limited to collection of amounts due, you agree to pay all expenses and cost, including but not limited to attorney's fees incurred by Company in such enforcement or collection. In the event all sums are not paid when due, all unpaid sums shall bear interest at the (18%) per annum until paid in full.

**Acceptance of Proposal**

***The above prices, specifications and conditions are satisfactory, and are hereby accepted.***

Signature: \_\_\_\_\_

Name & Title (Please Print): \_\_\_\_\_

Date Accepted: \_\_\_\_\_

*Sam Randall*  
\_\_\_\_\_  
Sam Randall

**NOTES: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 30 DAYS.**

# Hills of Shannon HOA

308 Killarney Lane, Smithville, MO 64089

## Legend

 308 Killarney Ln

 308 Killarney Ln

Red Area: 4" Asphalt Patching  
Total Area: 460 SY  
Blue Area: Crackfill / Sealcoat  
Total Area: 1,690 SY



# Davenport Construction

PO Box 88  
Independence MO 64051  
Phone (816) 678-1123  
[Kinmissouri@aol.com](mailto:Kinmissouri@aol.com)  
[WWW.AsphaltConcreteKC.com](http://WWW.AsphaltConcreteKC.com)

# Proposal

DATE: 1/23/23

**Connie**  
**918-397-2904**  
**HillsofShannon@Gmail.com**

**Hills of Shannon**  
**Walking trail**  
**14603 Derby Road**

## Sealcoat and Crackfill:

- 1) Broom and sweep Walking trail free of debris.
- 2) Kill vegetation in pavement cracks with round up or a torch.
- 3) Using a hot pour crack-fill product to large cracks and around areas that have been patched.
- 4) Apply a Pro-Blend Sealer by hand with brooms and squeegees to ensure a thicker more durable coating.

\$6,250.00

## Patching/Seal-Coat/Crack Repairs:

- 1) Grind areas as needed for 2" mill patching
- 2) Broom and sweep walking path free of debris.
- 3) Apply SS-1H tack for adhesion
- 4) Install 2" of new asphalt and roll for compaction

Wait 45-60 Days and:

- 5) Broom and sweep Walking trail free of debris.
- 6) Kill vegetation in pavement cracks with round up or a torch.
- 7) Using a hot pour crack-fill product to large cracks and around areas that have been patched.
- 8) Apply a Pro-Blend Sealer by hand with brooms and squeegees to ensure a thicker more durable coating.

\$12,685.00

## Asphalt

- 1) Mill areas as needed to accept a 2" asphalt overlay
- 2) Broom and sweep walking path free of debris.
- 3) Apply SS-1H tack for adhesion
- 4) Install 2" of new asphalt and roll for compaction

Price: \$26,720.00

Work is bid for Monday through Friday business hours.

Work is bid with January 2023 Material Pricing.

Quote is valid for 60 days

Additions, alterations or deviations away from agreed upon specifications involving extra cost of material, labor, will be executed upon written order and will become an extra charge over and above the estimate.

Respectfully submitted:

Kevin Davenport

**BYLAWS  
OF  
HILLS OF SHANNON HOMES ASSOCIATION**

**ARTICLE I.  
OFFICES**

1.1 **Name**. The name of the corporation is HILLS OF SHANNON HOMES ASSOCIATION. It is incorporated under the laws of the State of Missouri as a corporation not-for-profit.

1.2 **Location**. The principal office of the corporation and meetings of members and directors may be held at a place so designated by the board of directors.

**ARTICLE II.  
DEFINITIONS**

2.1 **Association** shall mean the HILLS OF SHANNON HOMES ASSOCIATION, its successors and assigns.

2.2 **District** shall mean all of the property which is now or hereafter within the jurisdiction of the Association as provided in the Declaration.

2.3 **Common Areas**, if any, shall have the meaning set forth in the Declaration.

2.4 **Street** shall mean any public or private street, road, terrace, circle or boulevard shown on any recorded plat of all or part of the District.

2.5 **Lot** shall mean any lot as shown as a separate lot on any recorded plat of all or part of the District; provided, however, that if an Owner, other than the Developer, owns all or part of one or more adjacent lots upon which only one residence has been, is being, or will be erected, then such adjacent property under common ownership shall be deemed to constitute only one "Lot".

2.6 **Owner** shall mean the record owner in fee simple of any Lot in the District, including the Developer.

2.7 **Developer** shall mean and refer to Criterion Communities, L.L.C., a Colorado corporation, and its successors and assigns.

2.8 **Restrictions** shall mean the Declaration of Restrictions for Hills of Shannon, dated as of July 26, 1994, and recorded August 15, 1994 in Document M-30265, at Book 2381, Page 334, in the Office of the Recorder of Deeds, Clay County, Missouri, as such Restrictions may be amended from time to time.

2.9 **Declaration** shall mean the Hills of Shannon Homes Association Declaration dated September 2, 1994, and recorded September 6, 1994 in Document M-32482, at Book 2387, Page 314, in the Office of the Recorder of Deeds, Clay County, Missouri, as such Declaration may be amended from time to time.

### **ARTICLE III.** **MEMBERSHIP**

3.1 **Membership.** Membership in the Association shall be limited to any person or entity who is the Owner of the fee interest or of an undivided portion of the fee interest in any Lot which is now or hereafter within the jurisdiction of the Association. Persons or entities who hold an interest merely as security for the performance of an obligation shall not be members. Membership shall be appurtenant to and may not be separated from ownership of a Lot which is subject to assessment by the Association.

3.1.1 **Membership for Guardian of Minors.** In case the legal title to a Lot in the District is held by one or more minors, their natural or legal guardian or guardians shall be eligible for membership, or if there be more than one such guardian, they shall jointly have the right to cast only one vote for any candidate at any election or on any question or such guardians may designate in writing one of them as a member in their stead and such person shall thereupon become eligible for membership, subject to the approval of the Board of Directors.

3.1.2 **Membership for Representatives of Corporations.** In case the legal title to a Lot in the District is held by a corporation, partnership or other entity, the Owner may designate, by filing a written instrument with the Association, any person as its member representative.

3.1.3 **Suspension of Membership.** During any period in which a member shall be in default in the payment of any annual or special assessment levied by the Association as provided in the Declaration, the voting rights and the right to use any recreational facilities, if any, in or available to the District may be suspended by the Board of Directors until such assessment has been paid. Such rights of a member may also be suspended, after notice and hearing, for a period not to exceed 90 days, for violation of any of the rules and regulations established by the Board of Directors governing the use of the Common Areas, if any, and the recreational facilities, if any, in or available to the District.

**ARTICLE IV.**  
**VOTING RIGHTS**

The Association shall have two classes of voting members:

4.1 **Class A.** Class A members shall consist of all of the persons and entities who are members as provided in Article III; and shall be entitled to one vote for each Lot owned. When more than one person holds such interest in any Lot, all such persons shall be members and the vote for such Lot shall be exercised as they, among themselves, determine, but in no event shall more than one vote be cast by members with respect to any Lot.

4.2 **Class B.** The Class B member shall be Developer; and shall be entitled to ten (10) votes for each Lot owned by Developer within the entire District. Provided, however, so long as Developer is the owner of at least one Lot, then notwithstanding any provision herein to the contrary, the Class B member shall be entitled to approve and/or exercise veto power in conjunction with all votes by the members, including all votes by the Board of Directors of the Association. In the event Developer owns less than one Lot, the Class B Membership shall cease and be converted to a Class A membership.

4.3 **Developer Control.** Notwithstanding anything herein to the contrary, no members shall have any votes nor assume any of the rights provided herein or in the Declaration without the express written relinquishment of such control by Developer. Until such assignment or conveyance occurs, Developer shall appoint all members of the Board of Directors, and otherwise exercise all decisions of the Association, except as may be delegated or otherwise transferred as herein provided.

**ARTICLE V.**  
**USE OF COMMON AREAS**

5.1 **Undedicated Common Areas.** The Owners of Lots within the District shall have the right to the use of Common Areas, if any, appearing as undedicated common areas, if any, on the plat of the District, or as may appear on subsequent plats of the District, or as may be created by separate document filed for that purpose with the Recorder of Deeds of Clay County, Missouri, by the Developer, or as may otherwise be created.

5.2 **Rules and Regulations.** The Association shall have the right and the power, from time to time, to make reasonable rules and regulations which shall govern the use of the Common Areas. The rules and regulations set forth at Exhibit "A" attached hereto are hereby adopted as of the date hereof.

**ARTICLE VI.**  
**BOARD OF DIRECTORS**

6.1 **Number.** The business and affairs of the Association shall be managed by a Board of Directors, composed of **three (3)** directors, initially who shall be appointed by the Developer. The initial directors, or their successors appointed by Developer, shall hold office

until Developer no longer owns any Lots in the District or until Developer relinquishes its Class B membership, whereupon, the Developer must call a special meeting for the election of directors. Each director nominated at the special meeting shall hold office until the next annual election of directors or until his or her earlier resignation or removal. Each individual elected as a director shall serve for a term of one year and until his or her successor is duly elected and has commenced his or her term of office, or his or her earlier resignation or removal.

6.2 **Qualification**. All directors, other than the initial directors, shall be members in good standing of the Association.

6.3 **Removal**. Any director, except for the initial directors, may be removed from the Board of Directors, with or without cause, by a majority vote of the members of the Association entitled to vote. In the event of death, resignation or removal of a director, a successor shall be selected by the remaining members of the Board of Directors and shall serve for the unexpired term of such predecessor.

6.4 **Compensation**. No director shall receive compensation for the service to the Association as a director. However, any director may be reimbursed for actual expenses incurred in the performance of such duties.

## **ARTICLE VII. MEETINGS OF DIRECTORS**

7.1 **Annual Meetings**. Annual meetings of the Board of Directors shall be held following the annual meeting of the members at such place as may be fixed by the board.

7.2 **Regular Meetings**. Regular meetings of the Board of Directors shall be held at such place and time as may be fixed from time to time by the board.

7.3 **Special Meetings**. Special meetings of the Board of Directors shall be held when called by the president of the Association or by any two directors.

7.4 **Notice of Special Meetings**. Written or printed notice stating the place, day and hour of a special meeting and the purpose or purposes for which the meeting is called, shall be delivered to each director not less than five days before the date of the meeting, either personally or by mail, by or at the direction of the president, or the persons calling the meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail addressed to the director at his address as it appears on the records of the Association, with postage thereon prepaid.

7.5 **Waiver of Notice**. Any notice provided or required to be given to the directors may be waived in writing by any of them whether before or after the time stated therein. Attendance of a director at any meeting shall constitute a waiver of notice of such meeting except where the director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

7.6 **Quorum.** A majority of the number of directors shall constitute a quorum for the transaction of business. Except as provided in Article XVI hereof, every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the board.

7.7 **Adjournment.** If a quorum shall not be present at any such meeting, the directors present shall have the power successively to adjourn the meeting, without notice other than announcement at the meeting, to a specified date. At any such adjourned meeting at which a quorum shall be present any business may be transacted which could have been transacted at the original session of the meeting.

7.8 **Meetings by Conference Telephone or Similar Communications Equipment.** Unless otherwise restricted by the Articles of Incorporation or these Bylaws, members of the Board of Directors of the Association, or any committee designated by the board, may participate in a meeting of the board or committee by means of which all persons participating in the meeting can hear each other, and participation in a meeting pursuant hereto shall constitute presence in person at such meeting.

7.9 **Action Taken Without a Meeting.** The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

## **ARTICLE VIII. NOMINATION AND ELECTION OF DIRECTORS**

8.1 **Nomination.** Subject to Section 6.1, nomination for election to the Board of Directors shall be made from the floor at the annual meeting of the members.

8.2 **Election.** Election to the Board of Directors shall be by written ballot. At any such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of Article IV hereof. The persons receiving the largest number of votes shall be elected. Cumulative voting shall not be permitted.

8.3 **Commencement of Term of Office.** A director shall be deemed elected at the time of such election, but shall not be deemed to have commenced the term of office or to have any of the powers or responsibilities of a director until the time he or she accepts the office of director either by a written acceptance or by participating in the affairs of the Association at a meeting of the board of directors or otherwise.

## **ARTICLE IX. POWERS OF THE BOARD OF DIRECTORS**

The members of the Board of Directors shall have the following powers:

9.1 **Scope.** Exercise for the Association all powers, duties and authority vested in or delegated to the Association and not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation, the Declaration or the Restrictions.

9.2 **Rules and Regulations; Common Areas; Pond.** The Association shall assume control of all Common Areas, and shall adopt and publish rules and regulations governing the use of the Common Areas, if any, and the personal conduct of the members and their guests thereon, and to establish penalties, including monetary fines, for the infraction thereof; provided, however, that the Board of Directors may not, in any event, revoke, limit, restrict, or suspend in any way, the right of any Owner to use and enjoy any street for ingress and egress. The Association recognizes that the pond located within the Common Areas is an asset which requires strict rules and regulations regarding access, use and any activities related thereto. During any period of time that the Developer owns other property not a part of the District which adjoins such pond, the Association shall nonetheless endeavor to control and maintain all use of and activities concerning the pond and other Common Areas and shall indemnify and hold Developer harmless from any claim, loss, cost, or expense related to any member, guest, invitee, contractor or licensee of the District and Association and their respective employees, contractors and officers. The Association shall maintain contractual liability insurance with respect to such indemnities in accordance with Section 9.8 below.

9.3 **Employment.** Employ (and contract with for such periods of time and on such terms as may be deemed appropriate) agents, independent contractors, managers and employees, and to prescribe their duties and responsibilities, if necessary.

9.4 **Records and Reports.** Cause to be kept a complete record of all its acts and of the corporate affairs of the Association and to present reports thereof to the members.

9.5 **Supervision.** Supervise all officers, agents and employees of the Association, and see that their duties, if necessary, are properly performed.

9.6 **Assessments.** As more fully provided in the Declaration, provide for the levying of the annual assessment against each Lot and any special assessment against any Lot.

9.7 **Certificates.** Issue, or cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not an assessment has been paid. A reasonable charge may be made by the Board of Directors for the issuance of these certificates. If a certificate states that an assessment has been paid, such certificate shall be conclusive evidence of such payment.

9.8 **Insurance.** The Board of Directors shall procure and maintain (i) insurance covering the Association and the Developer against any liability to the public or the members, and their invitees and tenants, incident to the operation of the Association, including ownership and operation of all Common Areas, in an amount not less than \$1,000,000 against the claim of one person or \$2,000,000 against the claims of two or more persons in one occurrence, (ii) property damage insurance in an amount not less than \$500,000 per occurrence, and (iii) errors and omissions insurance for directors and officers. Such policy or policies shall contain an

endorsement providing that the rights of the named insured shall not be prejudiced with respect to actions against other named insureds, and shall contain a contractual liability endorsement with respect to any contractual obligations and indemnities provided by the Association in these Bylaws or otherwise duly adopted or agreed by the Association. Notwithstanding the foregoing, the Board of Directors shall have the authority to maintain such other insurance as the Board deems advisable in the operation and protection of the District and the Association.

9.9 **Bonding.** Cause all officers or employees having fiscal responsibility to be bonded, as it may deem appropriate.

9.10 **Maintenance.** Cause the Common Areas, as they exist from time to time, to be maintained and maintain the entry landscape easements. The Association shall also maintain, repair and replace the cluster mailboxes erected for use by the members in compliance with local rules and ordinances for such receptacles.

9.11 **Committees.** During the period that the Developer appoints the directors, the Board may appoint an Advisory Committee of the membership from which to seek input and assistance in operating and maintaining the District. The Board may otherwise appoint an executive committee and other committees and delegate to such committees any of the powers and authority of the Board of Directors in the management of the business and affairs of the Association. Any such committee shall be composed of two or more directors.

9.12 **Indebtedness of Association.** To the extent permitted by the Declaration, borrow money and incur indebtedness for purposes of the Association and cause to be executed and delivered therefor, in the Association's name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations or other evidences of debt and securities therefor; provided, however, that the repayment of any such indebtedness shall not be or become the personal obligation of any Owner.

9.13 **Performance.** Perform all acts and do all things required or permitted to be done by the Association by the Declaration or otherwise; and perform all acts and do all things permitted or required of a Board of Directors of a not-for-profit corporation under the laws of the State of Missouri.

## **ARTICLE X.**

### **MEETINGS OF MEMBERS**

10.1 **Annual Meetings.** The annual meetings of the members of the Association shall be held on the first Tuesday of November of each year, commencing November 2003, at such place as may be fixed by the Board of Directors. If the day for the annual meeting of members is a legal holiday, the meeting will be held on the first day following which is not a legal holiday. At the annual meeting, directors shall be elected, reports of the affairs of the Association shall be considered, assessment levels shall be established and any other business within the powers of the membership may be transacted.

10.2 **Special Meetings.** Special meetings of the members may be called at any time by the president or by a majority of the Board of Directors, or upon written request of members holding at least one-tenth (1/10th) of the votes of the members.

10.3 **Notice of Meetings.** Written notice of each meeting of the members shall be given by, or at the direction of, the secretary of persons authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least five days before a regular meeting and at least ten days before a special meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

10.4 **Quorum.** The presence at a meeting, in person or by proxy, of members entitled to cast at least one-fourth (1/4th) of a total votes of the membership shall constitute a quorum for any action. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be obtained. Except as otherwise provided in the Declaration or the Articles of Incorporation or by law, a majority vote of those present at a meeting at which a quorum is present shall be necessary to transact any business.

10.5 **Proxies.** At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing on forms provided by the Association and shall be validly notarized by a notary public, and filed with the secretary of the Association before the meeting. Every proxy shall be revocable and shall automatically cease to be effective, if not sooner terminated by its terms or revoked, upon the expiration of one year from the date of its issuance or upon conveyance by the member of his Lot, whichever event shall occur sooner.

**ARTICLE XI.**  
**OFFICERS AND THEIR DUTIES**

11.1 **Enumeration of Offices.** The officers of the Association shall be a president, a vice-president, a secretary and a treasurer, who shall at all times be members of the Board of Directors, and such other officers as the Board of Directors may from time to time elect.

11.2 **Election of Officers.** Initially, the officers shall be elected by the Board of Directors named by the incorporator of the Association at the first meeting of that body, to serve at the pleasure of the board until the first annual meeting of the board and until their successors are duly elected and qualified or until their earlier resignation or removal.

At the first and each subsequent annual meeting of the Board of Directors the newly elected board shall elect officers to serve at the pleasure of the board until the next annual meeting of the board and until their successors are duly elected and qualified or until their earlier resignation or removal.

An officer shall be deemed qualified when he or she enters upon the duties of the office to which elected or appointed and furnishes any bond required by the Board or these Bylaws; but the Board may also require of such person a written acceptance and promise faithfully to discharge the duties of such office.

11.3 **Special Appointments.** The Board of Directors may appoint such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

11.4 **Resignation and Removal.** Any officer may be removed from office by the Board of Directors, with or without cause, at any time. Any officer may resign at any time by giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later date specified therein, and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

11.5 **Vacancies.** A vacancy in any office may be filled by the Board of Directors at any time. The officer elected to such vacancy shall serve for the remainder of the term of the officer replaced.

11.6 **Multiple Offices.** The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any other offices except in the case of the Developer or special offices created pursuant to this Article.

11.7 **Duties.** The duties of the officers are as follows:

**President.** The president shall be the chief executive officer of the Association and shall, subject to the control of the Board of Directors, have general supervision, direction and control of the business and officers of the Association. The president shall preside at all meetings of the membership and at all meetings of the Board of Directors. He shall be *ex officio* a member of all standing committees, including the executive committee, if any, and shall have the general powers and duties of management usually vested in the office of president and shall have such other powers and duties as may be prescribed by the Board of Directors or these Bylaws.

**Vice President.** The vice president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties and have such other powers as may be prescribed by the Board of Directors.

**Secretary.** The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board of Directors and of the members, shall keep the corporation seal of the Association and affix it on all papers required to have the seal affixed thereto, shall serve notice of meetings of the Board and of the members, shall keep appropriate current records showing the members of the Association, together with their addresses, and shall perform such other duties, and have such other powers as may be prescribed by the Board.

Treasurer. The treasurer shall have responsibility for the safekeeping of the funds of the Association, shall keep or cause to be kept full and accurate accounts of receipts and disbursements of the Association and such other books of account and accounting records as may be appropriate, and shall perform such other duties and have such other powers as may be prescribed by the Board of Directors. The books of account and accounting records shall at all reasonable times be open to inspection by any director.

11.8 **Compensation**. Officers of the Association shall not receive any compensation or salary for their services, but may be reimbursed for their actual expenses incurred in the performance of the duties of their offices.

## **ARTICLE XII. ASSESSMENTS**

12.1 **Purposes**. The assessments levied by the Association shall be used to provide a general fund to enable the Association to exercise the powers, maintain the Common Areas and improvements and render the services provided for in these Bylaws, the Declaration, the Restrictions and the Articles of Incorporation.

12.2 **Provisions Governing Assessments**. Assessments shall be levied in the manner provided in the Declaration and all matters concerning assessments shall be governed by the provisions of the Declaration.

## **ARTICLE XIII. BOOKS AND RECORDS**

The books and records of the Association shall, upon notice, at all times, be subject to inspection by any member. The Declaration, Articles of Incorporation and Bylaws of the Association shall also be available for inspection by any member at the principal office of the Association.

## **ARTICLE XIV. CORPORATE SEAL**

The Association shall not have a corporate seal.

## **ARTICLE XV. GENERAL PROVISIONS**

15.1 **Depositories and Checks**. The monies of the Association shall be deposited in such manner as the directors shall direct in such banks or financial institutions as the directors may designate and shall be drawn out by checks signed in such manner as may be provided by resolution adopted by the Board of Directors.

15.2 **Certain Loans Prohibited**. The Association shall not make any loan to any officer or director of the Association.

15.3 **Absence of Personal Liability.** The directors, officers, and members of the Association shall not be individually or personally liable for the debts, liabilities or obligations of the Association.

15.4 **Indemnification and Liability of Directors and Officers.** Each person who is or was a director or officer of the Association or is or was serving at the request of the Association as a director or officer of another corporation (including the heirs, executors, administrators and estate of such person) shall be indemnified by the Association as of right to the full extent permitted or authorized by the laws of the State of Missouri, as now in effect and as hereafter amended, against any liability, judgment, fine, amount paid in settlement, cost and expense (including attorneys' fees) asserted or threatened against and incurred by such person in his capacity as or arising out of his status as a director or officer of the Association or, if serving at the request of the Association, as a director or officer of another corporation. The indemnification provided by these bylaw provisions shall not be exclusive of any other rights to which those indemnified may be entitled under the Articles of Incorporation, under any other bylaw or under any agreement, vote of members or disinterested directors or otherwise, and shall not limit in any way any right which the corporation may have to make different or further indemnifications with respect to the same or different persons or classes of persons.

**ARTICLE XVI.  
AMENDMENT**

These Bylaws may be altered, amended, or repealed in any of the following ways: (i) by a two-thirds (2/3) vote of the total votes of the Class A and Class B members of the Association present at a meeting at which a quorum is present, or (ii) by a two-thirds (2/3) vote of the Board of Directors, both of which require the approval of the Class B member, so long as Class B membership exists.

**ARTICLE XVII.  
CONFLICT**

In the case of any conflict between the Articles of Incorporation of the Association and these Bylaws, the Articles of Incorporation shall control. In the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

**ARTICLE XVIII.  
FISCAL YEAR**

The Board of Directors shall have power to fix and from time to time change the fiscal year of the Association. In the absence of action by the board of directors, the fiscal year of the Association shall end each year on the date which the Association treated as the close of its first fiscal year, until such time, if any, as the fiscal year shall be changed by the Board of Directors.

**CERTIFICATE**

The undersigned secretary of HILLS OF SHANNON HOMES ASSOCIATION, a Missouri not-for-profit corporation, hereby certifies that the foregoing Bylaws are the original Bylaws of said Association adopted by the initial directors named by the incorporator of the Association.

Dated: November 15, 2002

James L. Wasko  
Name: James L. Wasko  
Title: Secretary

STATE OF Missouri )  
COUNTY OF Jackson ) ss.

On this 15<sup>th</sup> day of November 2002, before me, a Notary Public, personally appeared James L. Wasko, President of HILLS OF SHANNON HOMES ASSOCIATION, a Missouri not-for-profit corporation, to me known to be the person described in and who executed the foregoing instrument on behalf of said corporation, and acknowledged that he executed the same as the free act and deed of said corporation.

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

Ann Combs  
NOTARY PUBLIC

My commission expires:  
Nov 4, 2005

**ANN M. COMBS**  
Notary Public-Notary Seal  
Olay County-State of Missouri  
My Commission Exp. 12/15/04

## EXHIBIT "A"

### A. Lake/Pond Rules and Regulations.

1. No motorized vehicles are allowed on dam or common areas other than for maintenance purposes.
2. No motorized boats or motorized rafts are allowed on lake.
3. No docks, rafts or other structures may be built into or over the lake.
4. No unattended rafts or boats or paddle boats may be docked on common property.
5. No trash may be disposed of in or near the lake.
6. No swimming or diving in lake is permitted for safety reasons.
7. No glass containers or littering in or around lake are permitted.
8. No cleaning of fish is allowed in or around lake.
9. Only residents of Hills of Shannon and accompanied guests are allowed to use lake and surrounding common areas.
10. Residents are encouraged to have at least two clean-up days for beautifying of area.
11. All lake users do so at their own risk. Swimming is not permitted and there is no lifeguard on duty; therefore, children should be properly supervised.
12. No loud noises.
13. Hours: Dawn to Dusk.

- B. Mail Boxes. Once cluster mailboxes have been installed by Developer, they then will become the property of the Association and shall be maintained by the Association permanently. Lost keys shall be replaced at the expense of individual homeowners.

Hills of Shannon HOA  
% CAM Management  
5000 W. 95th St. Suite 280  
Prairie Village, KS 66207

Neighborhood Beautification Grant Committee  
% Smithville City Hall  
107 W Main St.  
Smithville, MO 64089

Dear Sir or Madame -

This letter is to inform you that the Hills of Shannon HOA Board has voted to spend \$13,360.00 on the walking trail overlay project for the Smithville Neighborhood Beautification Grant. Please see the attached financial documents that shows the ability for the Hills of Shannon to pay their part of the grant agreement.

Thank you for your time and consideration in this matter.

Sincerely,  
Hills of Shannon HOA Board:  
Constance Scott (President)  
Art Jonhson (Vice President)  
Bradley Scott (Treasurer)  
Mignonne Slaugh (Secretary)

NATURE  
WALKING TRAIL

(For Hills of Shannon Residents Only)

RULES:

Hours: Dawn to Dusk

No Motor Vehicles

No Littering

No Glass Containers

No Loud Noises



# Neighborhood Beautification Grant Application City of Smithville, MO

## Applicant Information

Neighborhood or Homeowners' Association Name: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_  
*Street Address*  
\_\_\_\_\_  
*City* *State* *ZIP Code*

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Project Title: \_\_\_\_\_

Brief Description of the proposed Project:

## Budget Information

The amount of grant funds awarded to the neighborhood ranges from \$50 - \$25,000. All funds awarded are required to have matching funds contributed from the neighborhood. Matching funds can come in the form of actual funds or in-kind donations such as volunteer hours or equipment. The required match must be equal to 50% of the total project cost. (e.g., if total project cost is \$10,000, the neighborhood or homeowners' association contributes \$5,000 and requests \$5,000 in grant funds from the program.) Volunteer hours are calculated at the rate of \$20/hour and must be confirmed at the completion of the project.

Total Project Cost: \_\_\_\_\_

Grantee Cash Contribution: \_\_\_\_\_

Grantee In-Kind Contribution: \_\_\_\_\_

Grant Amount Requested: \_\_\_\_\_

## Project Information – Please attach additional documentation if needed

Expected Project Start Date \_\_\_\_\_ Expected Completion Date \_\_\_\_\_

Description of how this project will enhance the neighborhood:

**Description of how the grant funding will be matched by the organization:**

**Description of how the project will be maintained or funded in the future, if necessary:**

**Prior Awarded Projects**

**Have you been awarded Neighborhood Beautification Grant funding for a previous project?**

**If yes, please provide a project update:**

**Required Attachment Checklist**

**In addition to this application, the following documents will be required to fully assess the proposed project:**

- A detailed Project Budget shown through a completed Attachment A *(Example Included)***
- Photos of the proposed project area**
- Plan or map showing the location of the project and projected improvements**
- At least three estimates for all work**
- Letter of authorization from any agencies, utilities, or property owners affected by the project**
- Letter of approval of use of funds from the neighborhood or homeowners' association Board**
- If using cash contribution for the match, proof of available funds**
- If planning to use volunteer hours for an in-kind match, a completed Volunteer Pledge Sheet (Attachment B)**
- A copy of the by-laws for your neighborhood or homeowners' association**
- A list of the current neighborhood or homeowners' association board members**

## Disclaimer and Signature

I, the applicant, understand and agree that all applicable required City permits, which may include a building permit, right of way permit, must be obtained before work begins.

I, the applicant, confirm that I have read the terms of the application and that I am acting on behalf of my neighborhood or homeowners' association, in accordance with their expressed wishes, which were determined by a vote or consensus of the majority of the neighborhood stakeholders. I understand that acting without consent of my organization may cause my neighborhood to be ineligible for future grants.

Authorized Agent's Signature: Cathy T. Knight Date: \_\_\_\_\_

**Attachment A: Detailed Project Budget Form**

<b>TOTAL PROJECT COST (grant funds requested plus applicant match)</b>		
List all items/service required for project completion.		
<b>Vendor/supplier:</b>	<b>Item/service:</b>	<b>Amount:</b>
<b>Total Project Cost</b>		

<b>CASH MATCH CONTRIBUTION</b>		
List any cash that will be contributed by your organization or others.		
<b>HOA/entity contributing cash</b>	<b>Item/services to be paid (if specified):</b>	<b>Amount:</b>
<b>Total Cash Contribution</b>		

<b>IN-KIND MATCH CONTRIBUTIONS</b>		
List any services or supplies that will be contributed by your organization or others.		
<b>HOA/entity donating</b>	<b>Item/services to be donated:</b>	<b>Value:</b>
<b>Total In-Kind Contribution</b>		

<b>Total Project Cost</b>	
<b>Total Cash Contribution</b>	
<b>Total In-Kind Contribution</b>	
<b>Total Grant Amount Requested from the NBG Program</b>	

**Attachment A: Detailed Project Budget Form EXAMPLE**

<b>TOTAL PROJECT COST (grant funds requested plus applicant match)</b>		
List all items/service required for project completion. <i>Example in italics</i>		
<b>Vendor/supplier:</b>	<b>Item/service:</b>	<b>Amount:</b>
<i>Hardware Store</i>	<i>Perennials and Concrete for Pad</i>	<i>\$1000.00</i>
<i>Bench Supplier Store</i>	<i>Bench</i>	<i>\$1000.00</i>
<b>Total Project Cost</b>		<b>\$2,000</b>

<b>CASH MATCH CONTRIBUTION</b>		
List any cash that will be contributed by your organization or others. <i>Example in italics</i>		
<b>HOA/entity contributing cash</b>	<b>Item/services to be paid (if specified):</b>	<b>Amount:</b>
<i>HOA</i>		<i>\$500</i>
<i>Jane Smith</i>	<i>Bench purchase</i>	<i>\$250</i>
<b>Total Cash Contribution</b>		<b>\$750</b>

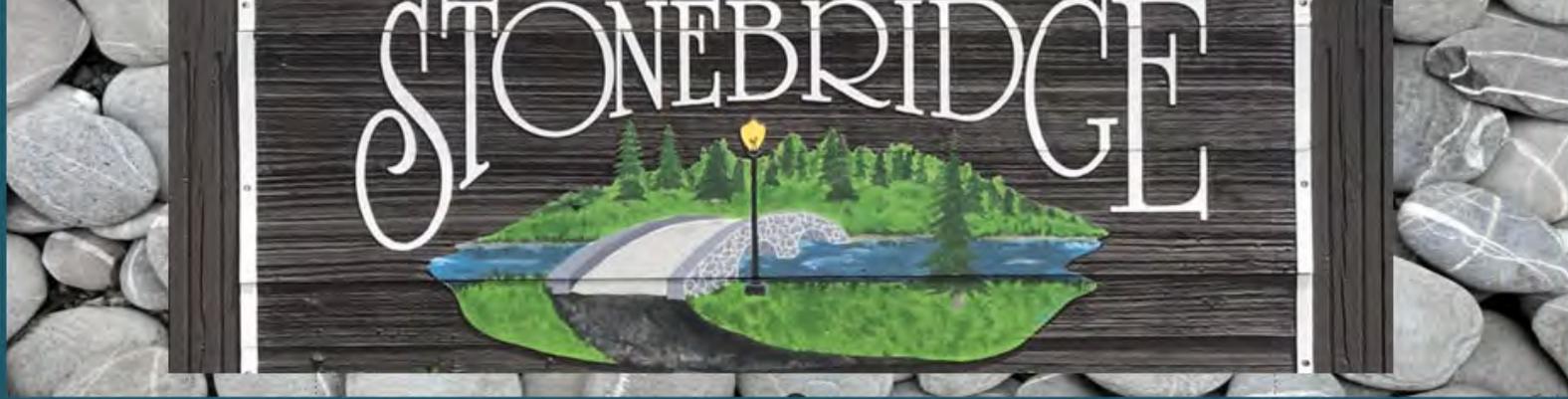
<b>IN-KIND MATCH CONTRIBUTIONS</b>		
List any services or supplies that will be contributed by your organization or others. <i>Example in italics</i>		
<b>HOA/entity donating</b>	<b>Item/services to be donated:</b>	<b>Value:</b>
<i>Volunteer Hours</i>	<i>12.5 hours Labor</i>	<i>\$250</i>
<b>Total In-Kind Contribution</b>		<b>\$250</b>

<b>Total Project Cost</b>	<b>\$2,000</b>
<b>Total Cash Contribution</b>	<b>\$750</b>
<b>Total In-Kind Contribution</b>	<b>\$250</b>
<b>Total Grant Amount Requested from the NBG Program</b>	<b>\$1,000</b>

**Attachment B: Volunteer Pledge Form**

In-kind match of volunteer hours is rated at \$20 per hour.

Name	Phone Number	# of Hours Pledged	Signature
President Susan Lambrecht	816-916-1032	10	/s/ Susan Lambrecht
VP Tina Wheatley	501-944-2078	10	/s/ Tina Wheatley
Secretary Cathy Knight	816-888-9852	10	/s/ Cathy Knight
Treasurer Connie Massie	816-806-6344	10	/s/ Connie Massie
<b>TOTAL HOURS PLEDGED</b>		<b>40</b>	



# HOMEOWNERS ASSOCIATION

199 Stonebridge Lane • Smithville, MO 64089

Email: [stonebridgelanehoa@gmail.com](mailto:stonebridgelanehoa@gmail.com)

Website: [www.stonebridgelanehoa.com](http://www.stonebridgelanehoa.com)

**January 31, 2023**

Ms. Anna Mitchell  
Ms. Brandi Schuerger  
Mr. Chuck Soules  
City of Smithville  
107 West Main Street  
Smithville, MO 64089

RE: Stonebridge Lane HOA – Neighborhood Beautification – Grant Application  
Letter of Approval of Use of Funds from HOA Board

Dear City of Smithville:

Please be advised that no agencies, utilities, or property owners will be affected by our proposed project. We approve the use of funds for our proposed project.

Thank you for your consideration of our grant application.

Sincerely,

President	Susan Lambrecht	816-916-1032
Vice President	Tina Wheatley	501-944-2078
Secretary	Cathy Knight	816-888-9852
Treasurer	Connie Massie	816-806-6344

STONEBRIDGE HOA  
 OPERATING ACCOUNT  
 DECEMBER 1, 2022-DECEMBER 31, 2022

BEGINNING BALANCE:		\$54,375.71
DEPOSITS		\$16,780.00
12/2	CHECK #1362 ILLUSION LAWN	\$4300.00
12/2	CHECK #1363 ILLUSION LAWN	\$1210.00
12/2	CHECK #1364 WM HUDNALL	\$1170.00
12/4	CHECK #1365 EVERGY	\$ 119.34
12/14	MIRCOSOFTE SUBSCRIPTION	\$ 69.99
12/17	CHECK #1366 CM MOSE & SON	\$ 858.24
12/17	CHECK #1368 ILLUSION LAWN	\$2800.00
12/19	CHECK #1369 CONNIE MASSIE (REIMBURSE FOR NEW PRINTER)	\$ 185.48
12/29	PAYHOA	\$ 99.00
12/30	TRANSFER \$5.00	\$ 375.00
12/30	TRANSFER ASSESSMENT	\$1125.00
EXPENSES:		\$12,312.05
ENDING BALANCE:		\$58,843.66

# SECURITY BANK

OF KANSAS CITY

P.O. Box 171297 • Kansas City, KS 66117  
 securitybankkc.com • MEMBER FDIC

Error Resolution Notice

Date 1/31/23  
 ACCOUNT NUMBER  
 CIF Number  
 Enclosures

Page 1  
 XXXXXXXXXXXX

---XXXXXXX---  
 6

STONEBRIDGE HOMEOWNERS ASSOCIATION  
 199 STONEBRIDGE LN  
 SMITHVILLE MO 64089-9160

## CHECKING ACCOUNT

Account Title: STONEBRIDGE HOMEOWNERS ASSOCIATION

SMALL BUSINESS CHECKING		Number of Enclosures	6
Account Number	140150004469	Statement Dates	1/01/23 thru 1/31/23
Previous Balance	58,843.66	Days in the statement period	31
12 Deposits/Credits	20,285.00	Average Ledger	70,213.27
4 Checks/Debits	1,147.11	Average Collected	69,425.68
Service Charge	.00		
Interest Paid	.00		
Current Balance	77,981.55		

## ACTIVITY IN DATE ORDER

Date	Description	Amount	Balance
1/05	PayHOA.com PayHOA.com CCD ST-U7I1I6G5Q7R2	540.00	59,383.66
1/05	Check 1367	250.00-	59,133.66
1/05	Check 1370	700.00-	58,433.66
1/10	Deposit	2,055.00	60,488.66
1/10	Deposit	8,880.00	69,368.66
1/11	PayHOA.com PayHOA.com CCD ST-M0A6C1X3I1D9	1,699.00	71,067.66
1/13	PayHOA.com PayHOA.com CCD ST-J4G0S6X7L8T4	134.00	71,201.66
1/13	Check 1371	98.11-	71,103.55
1/18	PayHOA.com PayHOA.com CCD ST-C8T1U4R9V1L1	135.00	71,238.55
1/18	PayHOA.com PayHOA.com CCD ST-X9P7H0T6D3U7	268.00	71,506.55
1/19	PayHOA.com PayHOA.com CCD ST-S5I2M6U0L1G0	135.00	71,641.55
1/19	Deposit	5,850.00	77,491.55

# SECURITY BANK

OF KANSAS CITY

P.O. Box 171297 • Kansas City, KS 66117  
 securitybankkc.com • MEMBER FDIC

*Error Resolution Notice*

Date 1/31/23  
 ACCOUNT NUMBER  
 CIF Number  
 Enclosures

Page 2  
 XXXXXXXXXX  
 XXXXXXXXXX  
 6

STONEBRIDGE HOMEOWNERS ASSOCIATION  
 199 STONEBRIDGE LN  
 SMITHVILLE MO 64089-9160

SMALL BUSINESS CHECKING 140150004469 (Continued)

ACTIVITY IN DATE ORDER			
DATE	DEPOSIT / PAYMENT	NUMBER	AMOUNT
1/25	PayHOA.com PayHOA.com CCD ST-G2W9P5S1R5S9		134.00
1/26	PayHOA.com PayHOA.com CCD ST-H4F3U9S8X0J2		135.00
1/27	PayHOA.com PayHOA.com CCD ST-F1M5E5N0W0O4		320.00
1/30	PayHOA, LL PayHOA, LLC CCD ST-K8S8E5V1F9O5		99.00-

CHECKS IN NUMBER ORDER					
DATE	CHECK NUMBER	AMOUNT	DATE	CHECK NUMBER	AMOUNT
1/05	1367	250.00	1/13	1371	98.11
1/05	1370*	700.00			

\* Denotes missing check numbers

DAILY BALANCE INFORMATION					
DATE	BALANCE	DATE	BALANCE	DATE	BALANCE
1/01	58,843.66	1/13	71,103.55	1/26	77,760.55
1/05	58,433.66	1/18	71,506.55	1/27	78,080.55
1/10	69,368.66	1/19	77,491.55	1/30	77,981.55
1/11	71,067.66	1/25	77,625.55		

# **Proposed Project Estimates**

(1) Trees and (2) Bushes -- ILLUSIONS LANDSCAPING -- see previous page for their estimate. Other estimates below.

Brighter Blooms.com  
NATURE'S JOY, DELIVERED

Search our store

Need Help? Sign In Growing Kearney, MO

Fruit Trees Evergreen & Privacy Shrubs & Hedges Flowering Trees Shade Trees Palm Trees Perennials House & Patio Solutions

Home > Evergreen & Privacy Trees > Drought-Tolerant Evergreen Tree



### Drought-Tolerant Evergreen Tree

*Cupressus arizonica*

**\$169.99**

Select a size: 4-5 ft.

1 Add to Cart Add to My G

Ships in 1-2 Days

1-Year Warranty Eligible [View Details](#)

**Additional Details:**  
Larger size for faster results  
Plant multiple for even faster privacy



### Norway Spruce, 5' B&B

Norway Spruce is a rapid grower with drooping, pendulous secondary branches. It has bright-green foliage when young that changes to a glossy dark-green color. The best Spruce ...

Evergreen · Spruce

Other options: [View product details](#)

**\$288.99**  
+\$0.00 est. tax

McKay Nursery Company  
+Shipping

MICHIGAN BULB CO. gardening with you 80 years

Live Help Order Status Sign In

Item Number or Keywords SEARCH Plant Finder \$0.00

Sun Plants Shade Plants Flower Bulbs Roses Trees & Shrubs Vines Planned Gardens Bargain Bags Gifts Gardening Resource

**Offer Applied: Save up to 15% on Select Items Expires: January 31, 2023**

Home » Trees, Shrubs and Bushes » Hedges » Norway Spruce Hedge



### Norway Spruce Hedge

A sturdy and pyramidal pine

Looking for a larger-than-life pine? The Norway Spruce is frequently used as a Christmas tree farm crop, thanks to its attractive, broad form and perfect pyramidal shape. When allowed to grow to their full height, Norway spruce trees can reach over 60 feet in height! They're also known to live for two, or even three, centuries, thanks to their drought tolerance and resistance to disease. This pine tree performs best in cold climates, so it's perfect for Northern and Midwest landscapes. A great pine for screening and property borderlines, the Norway Spruce also works nicely as a standalone tree.

**Zone** 2-7

**Height** 40 - 60 feet

**Bloom Time** Non-flowering

**Light Requirements** Full Sun

SKU	Select Option	Price
<input type="radio"/> 80193	Dormant DORMANT 12-18"	<del>\$39.99</del> <b>\$36.99</b> Save 8%
<input type="radio"/> 88082	Dormant DORMANT 12-18"	<del>\$159.99</del> <b>\$143.99</b> Save 10%
<input checked="" type="radio"/> 88084	Dormant DORMANT 12-18"	<del>\$279.99</del> <b>\$252.99</b> Save 10%

**Pre-Order! Ships in Spring**

Packed 10 per offer **\$279.99**  
**\$252.99**

**ILLUSION**

Lawn and Landscape LLC

1731 SW Shaver Rd,

Plattsburg, MO 64477

**Blake Krieger 816-215-3939 / Illusionlawn@hotmail.com**

January 20, 2022

**Bidding To:**

Stone Bridge HOA

Smithville, MO 64089

**Details of Bid:**

	<b>Item</b>	<b>Cost</b>	<b>Total</b>
1)	Deliver and install 12 Norway Spruce Trees 6 ft. Includes digging, install, peat moss backfill, water, fertilizer and mulch.	\$280.00 each installed	\$3,360
2)	Deliver and install 6 White Pine 6 ft. Includes digging, install, peat moss backfill, water, fertilizer and mulch.	\$270.00 installed	\$1,620
3)	Deliver and install 60 flowering shrubs 2-3 gallon in size. Includes digging, install, peat moss backfill, water, fertilizer and mulch.	\$ 38.00 installed	\$2,280
		<b>TOTAL:</b>	<b>\$7,260.00</b>

**Note:**

All trees and shrubs have a 1-year warranty with installation.

Norway and White Pine are only a suggestion, if any other tree is requested, we will adjust bid.

If rock is in area that trees are wanted there will be an additional charge for digging.



3 gal. Azalea Hampton Beauty Flowering Shrub with Pink Flowers  
Flower

**\$45.09**  
[Walmart - P & S Imports LLC](#)  
Free delivery



3 gal. Veitchii Gardenia Flowering Shrub with White Blooms  
Indoor · Flower

**\$62.16**  
[Home Depot](#)  
Free delivery & Free 90-day returns



Encore Azalea 3 gal. Autumn Lilac Shrub with Lavender Purple Reblooming Flowers  
4.1 ★★★★★ 12

**\$73.99**  
[Plant Addicts](#)  
Delivery by Fri, Feb 3



Southern Living 2 gal. Jubilation Gardenia Shrub  
4.6 ★★★★★ 7  
Flower

**\$37.00**  
[Amazon.com](#)  
\$14.41 delivery



Encore Azalea 3 gal. Autumn Fire Shrub with True Red Reblooming Flowers  
4.5 ★★★★★ 101  
Flower

**\$41.05**  
[Home Depot](#)  
Free delivery & Free 90-day returns



Vanhouttei Spirea - 2-3 Feet Bareroot  
3.8 ★★★★★ 7  
Flower

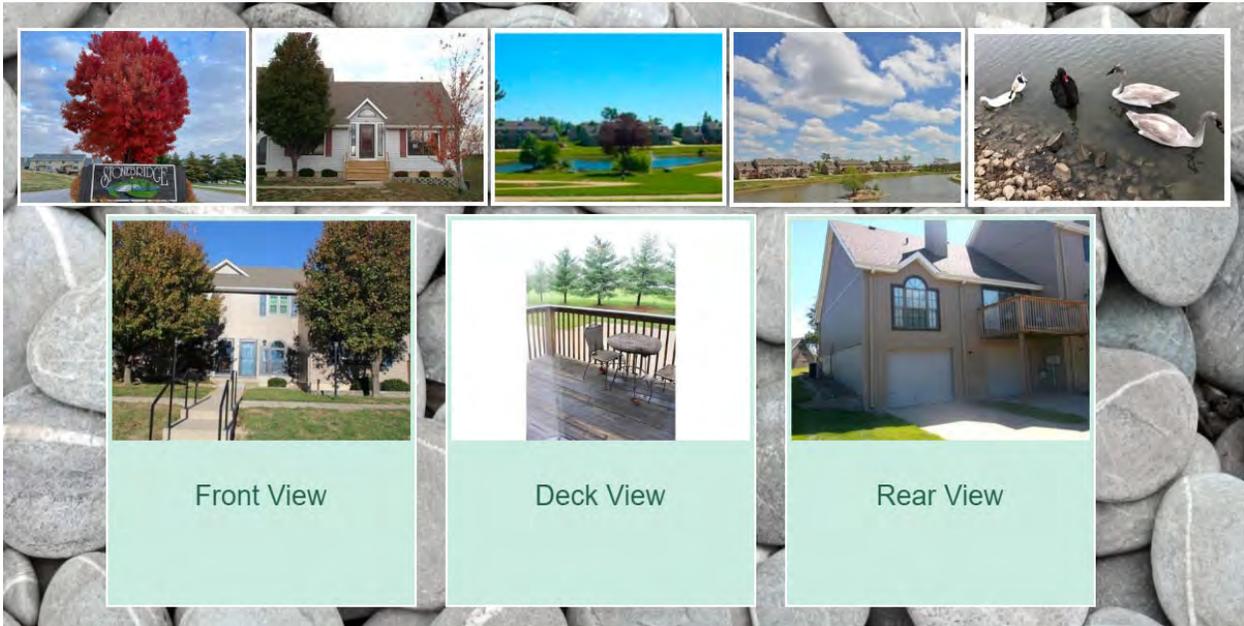
**\$59.49**  
[Nature Hills Nursery](#)  
\$18.99 delivery

# **Photos of Proposed Project Area**

**Pictures from our HOA**

**And further information may be found at our website:**

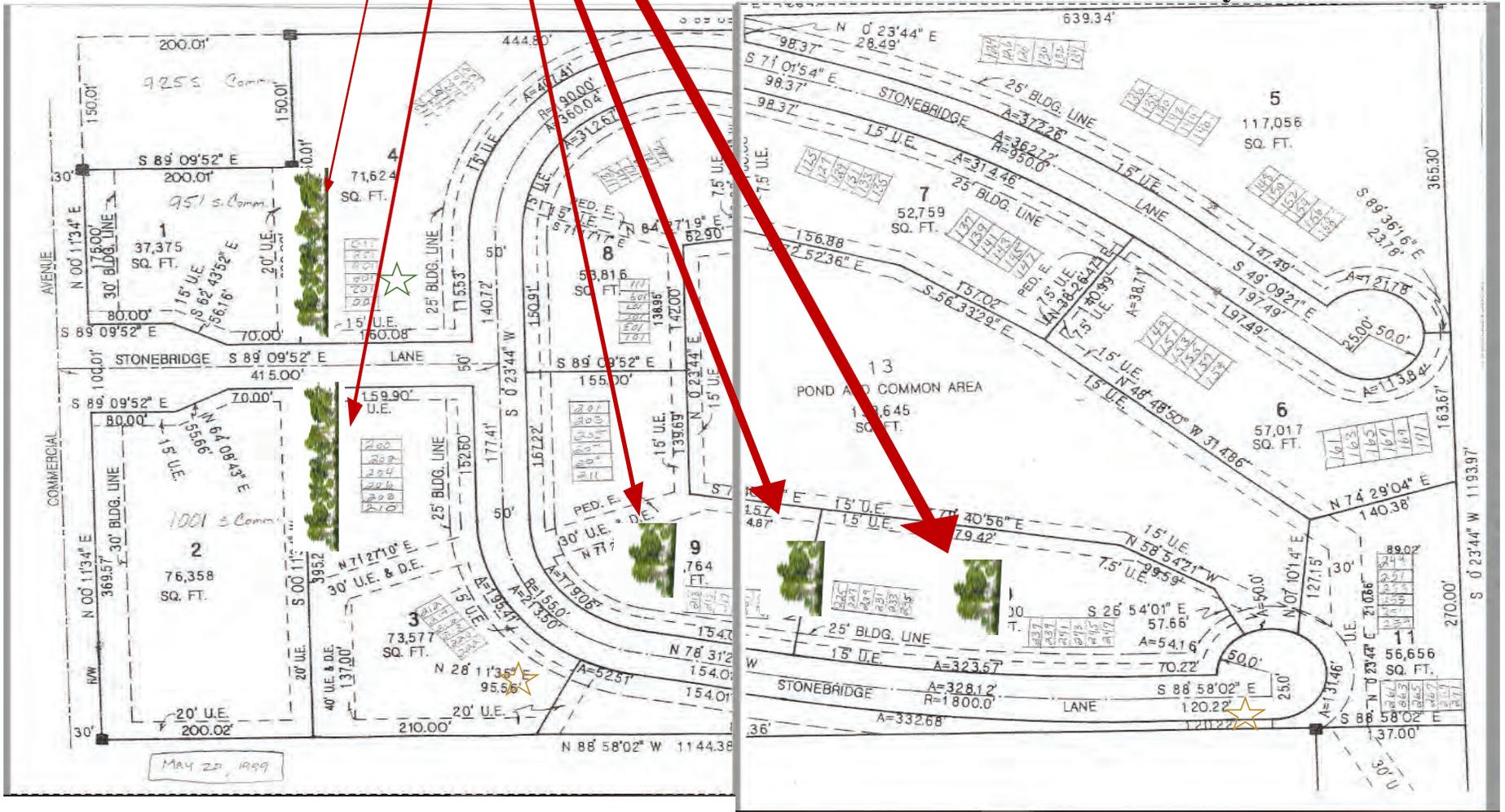
**[www.stonebridgelanehoa.com](http://www.stonebridgelanehoa.com)**



# **Plot Map of Proposed Work**

(1) Trees

(2) Bushes - will be added to replace dead ones at fronts of all 16 buildings as well as entrance to community



(1) Trees to be installed

(2) Bushes to be installed

**STONEBRIDGE  
HOMEOWNERS ASSOCIATION**

**AMENDED DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS**

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**STONEBRIDGE HOMEOWNERS ASSOCIATION**

**AMENDED DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS**

THIS AMENDED DECLARATION is made as of November 13, 2018, by the Stonebridge Homeowners' Association, successor in interest to Smithville Investment & Development Co., a Missouri Corporation (hereinafter called "*Declarant*"),

**WITNESSETH:**

**WHEREAS**, Declarant is the owner of the real property described in Article II of this Declaration and desires to develop thereon townhome residential units with permanent common areas and facilities for the benefit of said development; and

**WHEREAS**, 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 real property described in Article II and for the maintenance of the properties and improvements thereon, and to this end, desires to subject the real property, together with such additions as may hereafter be made thereto, to the covenants, conditions, easements, 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**, Declarant has deemed it desirable, for the efficient preservation of the values in said development to create an association to which should be delegated and assigned the powers and duties of maintaining and administering the common areas and facilities, maintaining certain parts of the residential properties located in the development, administering and enforcing the within Covenants, Conditions and Restrictions and collecting the disbursing the assessments and charges hereinafter created; and

**WHEREAS**, Declarant has caused or will hereafter promptly cause to be incorporated under the laws of the State of Missouri, as a Not-For-Profit Corporation without capital stock, Stonebridge Homeowners' Association for the purposes of carrying out the powers and duties aforesaid, as hereinafter more fully set forth;

**NOW, THEREFORE**, Declarant hereby declares that the real property described in Article II, and such additions thereto as may hereinafter be made pursuant to Article II hereof, is and shall be held, conveyed, hypothecated or encumbered, sold, leased, rented, used, occupied and improved subject to the covenants, conditions, restrictions, uses, limitations, obligations, easements, equitable servitudes, charges and liens (sometimes called "*Covenants and Restrictions*") hereinafter set forth, all of which are declared and agreed to be in aid of a plan for improvement of said real property, and shall run with and bind the real property, and shall inure to the benefit of and be enforceable by Declarant, its successors and assigns, and any person acquiring or owning an interest in said real property and improvements, including without limitation, any person, group of persons, corporation, trust or other legal entity or any combination thereof, who holds such interest solely as security for the performance of an obligation:

## **ARTICLE I DEFINITIONS**

The following words when used in this Declaration (unless the context shall prohibit) shall have the following meanings:

(a) “*Association*” shall mean and refer to the Stonebridge Homeowners’ Association, a Missouri Not-For-Profit Corporation and its successors and assigns.

(b) “*Board of Directors*” or “*Board*” shall mean and refer to the Board of Directors of the Stonebridge Homeowner’s Association.

(c) “*Properties*” shall mean and refer to all such existing properties, and additions thereto, as are subject to this Declaration or any Supplementary Declaration prepared and filed of record pursuant to the provisions of Article II hereof.

(d) “*Common Properties*” shall mean and refer to those areas of land designated as Common Areas or Facilities on the recorded plat of the Properties and intended to be devoted to the common use and enjoyment of the members of the Association, owners and the tenants and invitees of each, or subject to the control thereof, together with any and all such improvements that are now or may hereafter be constructed thereon. In this Declaration Common Properties shall include, without limitations the following:

(i) All real estate owned in fee simple by the Association evidenced by the warranty deed or deeds from the Declarant to the Association, recorded in the Office of the Recorder of Deeds of Clay County, Missouri.

(ii) All structures, trees, landscaping, lighting equipment, decorative equipment and other improvements located upon real estate owned by the Association.

(iii) All paved private drives, streets, and open parking areas, together with sidewalks, paths and the like, located upon real estate owned by the Association.

(iv) All installments of central services for the benefit of more than one owner such as television antennae, trash receptacles, pipes, wires, conduits, sewers, waterlines and other public utility lines and facilities situated thereon.

(v) All easements, rights and appurtenances belonging thereto, necessary to the existence, maintenance and safety of the property and improvements constructed thereon.

(vi) All personal property owned by the Association intended for use in connection with the operation of structures and other facilities of the Association.

(vii) All patios and decks adjoining a unit.

(viii) All of the Properties not within a “unit” or “unit tract”.

(e) “*Lot*” shall mean and refer to a plot of land shown upon the recorded plat of the Properties and any Certificate of Survey filed of record thereafter, upon which townhomes, patios and other improvements are constructed.

(f) “*Building*” shall mean a structure containing six (6) units located upon a lot.

(g) “*Unit*” shall mean a single townhome located upon a lot within the Properties. Each Unit shall have a separate legal description for purposes of identification and transfer of ownership to an Owner or Owners. “*Unit tract*” shall mean the real estate upon which a Unit is or will be constructed. The area of a unit or unit tract shall be computed from the outside wall, if any, or from the center of any common wall to the center of the opposite wall appurtenant thereto. The same legal description shall be used to describe a “unit” and the “unit tract” upon which the unit is or will be located. There shall be two (2) buildings per lot and six (6) units/unit tracts per building. Each building shall be described by using a different letter or letters and the units/unit tracts in each building shall be numbered 1, 2, 3, 4, 5 and 6. The building and the units/unit tracts shall be shown upon a recorded Certificate of Survey which describes the lot upon which the building and units/unit tracts are or will be located and which shows the location of each building and each unit/unit tract on said lot. For purposes of identification, transfer and conveyance, a unit/unit tract shall be described by referring to the unit number, building letter and lot number shown upon a recorded Certificate of Survey.

(h) “*Owner*” shall mean and refer to the record Owner, whether one or more persons are entities, of the fee simple title to any Unit or Unit tract which is a part of the Properties but notwithstanding an applicable theory of mortgages, deeds of trust or other security devices, shall not mean or refer to any Mortgagee unless and until such Mortgagee has acquired title pursuant to power of sale, foreclosure or any proceeding in lieu thereof.

(i) “*Member*” shall mean and refer to each Owner as provided herein in Article III.

(j) “*Declarant*” shall mean Stonebridge Homeowners Association its successors and assigns.

(k) “*Existing Property*” shall mean and refer to the real property which is, and shall be held, transferred, sold, conveyed and occupied subject to this Declaration pursuant to Section 2.1 of Article II.

(l) “*Mortgagee*” shall mean and refer to the holder of a first or second deed of trust, mortgage or other equivalent lien on a Unit.

(m) “*Quorum*” shall mean whether in-person or by-proxy, voters in good standing constituting not less than thirty percent (30%) of all eligible Unit votes that may be cast at any meeting shall constitute a quorum at such meeting.

**ARTICLE II**  
**PROPERTY SUBJECT TO THIS DECLARATION, ADDITIONS THERETO**

Section 2.1 Existing Property. The real property which is, and shall be held, conveyed, hypothecated or encumbered, sold, leased, rented, used, occupied and improved subject to this Declaration (hereinafter defined as “*Existing Property*”) is located in Smithville, Clay County, Missouri, and is more particularly described in Exhibit “A” which is attached hereto and made a part hereof as though more fully set forth herein.

Section 2.2 Annexation. Additional residential property and common area may be annexed to the properties with the consent of two-thirds (2/3rds) of each class of members.

Section 2.3 Units and Unit Tracts. There are 96 Units constructed on the Existing Property, with each Unit tract having one (1) Unit located thereon.

**ARTICLE III**  
**MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION**

Section 3.1 Qualification. Every person or entity who is a record Owner of a fee or undivided fee interest in one or more Units or Unit tracts on the Properties subject to the Covenants, Conditions and Restrictions established by this Declaration 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. Membership shall be appurtenant to and may not be separate from ownership of any Unit/Unit tract which is subject to the Covenants, Conditions and Restrictions established by this Declaration. Record ownership of such Unit or Unit tract shall be the sole qualification for membership. Members shall be entitled to one vote for each Unit or Unit tract in which they hold the interest required for membership by this Article whether or not the dwelling unit has been constructed. Voting rights shall be determined on the basis of one (1) vote per Unit or Unit tract. When more than one (1) person holds such interest in any Unit or Unit tract, all such persons shall be Members and the vote for such Unit or Unit tract shall be exercised as they, among themselves, determine; but in no event shall more than one (1) vote be cast with respect to any one Unit or Unit tract. In the event that joint Owners are unable to agree among themselves as to how their vote or votes shall be cast, they shall lose their rights to vote on the matter in question. If any Owner or Owners cast a vote representing a certain Unit or Unit tract, it will thereafter be conclusively presumed for all purposes that he/she or they were acting with the authority and consent of all other Owners of the same Unit or Unit tract. In the event more than one vote is cast for a particular Unit or Unit tract, none of said votes shall be counted and said votes shall be deemed void.

Section 3.2 Voting Classes. The Association shall have only one class of Membership and Members.

**ARTICLE IV**  
**PROPERTY RIGHTS IN THE COMMON PROPERTIES**

Section 4.1 Members’ Easements of Enjoyment. Subject to the provisions of Section 4.3 of this Article IV, every Member shall have a non-exclusive and non-severable right and easement of enjoyment in and to the Common Properties in common with all Members, and

such easement shall be appurtenant to and shall pass with the title to every Unit or Unit tract, and may not be severed therefrom. Such rights and easement shall be for the use of the Common Properties in accordance with the purpose for which they were intended without hindering or encroaching upon the lawful rights and easements of other Owners.

Section 4.2 Title to the Common Properties. The Declarant may retain the fee simple title to the Common Properties until such time as it has completed such improvements thereon as it may elect to make and until such time as, in the opinion of the Declarant, the Association is able to maintain the same but, notwithstanding any provision herein, the Declarant hereby covenants, for itself, its successors and assigns, that it shall convey fee simple title to the Common Properties to the Association not later than December 31, 1995.

Section 4.3 Extent of Members' Easements. The rights and easements of Enjoyment created hereby shall be subject to the following:

(a) The rights of the Association to prescribe regulations governing the use, operation and maintenance of the Common Properties;

(b) The right of the Association in accordance with its Articles of Incorporation and Bylaws, to borrow money for the purpose of improving the Common Properties and facilities in a manner designed to promote the enjoyment and welfare of the Members, and in aid thereof to mortgage the Common Properties;

(c) The right of the Association to take such steps as are reasonably necessary to protect the Common Properties against mortgage default and/or foreclosures; provided always, however, that the same are in conformity with the other provisions of the Declaration;

(d) The right of the Association to suspend the voting rights and right to use any recreational facilities by an owner for any period during which any assessment against his/her unit remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published Rules and Regulations;

(e) Use of adjoining patio/deck. Each Member shall have the exclusive right for use of the patio/deck adjoining the Member's Unit, subject to the Association's right to enter upon the patio/deck to maintain, repair and perform such other work upon the patio/deck as may be required from time to time as part of the Association's responsibility for the common properties under this Declaration of Covenants, Conditions and Restrictions.

(f) The right of the Association, acting by and through its Board of Directors, to grant licenses, rights-of-ways and/or easements for access or for the construction, reconstruction, maintenance and/or repair of any utility lines or appurtenances, whether public or private, to any municipal agency, public utility, the Declarant or any other person; provided, however, that no such licenses, rights-of-ways and/or easements shall be unreasonably inconsistent with the rights of the Members to the use and enjoyment of the Common Properties, no such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds (2/3rds) of each class of members has been recorded;

Section 4.4 Rights Not Subject to Suspension. Notwithstanding anything in this Declaration to the contrary the Association shall have no right to suspend, limit or encumber, either temporarily or permanently, any of the rights created and described in Section 4.1 above for any reason whatsoever, or the right of any Owner to use and enjoy the drives, streets, parking, areas, walks, entrances and exits on the Common Properties.

Section 4.5 Delegation of Right of Use. Any Member of the Association may delegate his/her rights to the use and enjoyment of the Common Properties to the members of his/her family who reside with him/her and/or to his/her guests, all subject to such reasonable Rules and Regulations which the Association may adopt and uniformly apply and enforce.

## **ARTICLE V COVENANT FOR MAINTENANCE ASSESSMENTS**

Section 5.1 Creation of the Lien and Personal Obligation of Assessments. Each Owner of a Unit (by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance) hereby covenants and agrees and shall be deemed to covenant and agree to pay the Association or its nominee: (1) Annual assessments or charges, and (2) Special assessments; 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 costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the Unit and undivided interest in the real property of each Owner against which each such assessment is made. Each such assessment together with such interest thereon and cost of collection thereof, including reasonable attorneys' fees as hereinafter provided, shall also be the continuing personal obligation of the person who as the Owner of such Unit at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass from a selling owner to successors in title but shall become a joint and several debt of the buyer and seller, each with a right of contribution from the other based upon the prorated share of the respective ownerships during:

- (a) The assessment year applicable for any regular assessment; and/or
- (b) The period over which a special assessment shall be paid.

Section 5.2 Purpose of the Annual Assessments. The Annual Assessments when levied by the Association may be used for the following expenses, reserves and purposes:

(a) Promotion of the health, safety and welfare of those persons residing within the Properties:

(b) Routine repair, maintenance, care and operation of the Common Properties and all other common facilities situated upon the Common Properties, including, but not limited to, the repair and replacement of any paved areas on the Common Properties; maintenance as to water tightness (exclusive of repair of casualty damage) of the roof of each Unit, routine and periodic repairs, maintenance and care of the exterior of the Units;

(c) Management (and any required legal and accounting expenses of the Association) of the affairs of the Association and for the operation and/or care and maintenance

of the Common Properties, and all other property and improvements as herein set forth to be the responsibility of the Association;

(d) Ad valorem and other taxes, and insurance premiums, on the Common Properties owned by the Association;

(e) Exterior and yard maintenance as set forth in Articles VIII and IX.

(f) The payment of such other charges and expenses as may be elsewhere required or authorized by this Declaration of Covenants, Conditions and Restrictions, or that the Board of Directors of the Association may, from time to time, determine necessary or desirable to meet the purposes of the Association.

Section 5.3 Basis of Annual Assessments. Annual Assessments of charges shall remain constant from January 1 through December 31 of each year and shall be subject to the following limitations thereon. There shall be no Annual Assessments until fifty-one (51%) percent of a quorum of all the Members who are present and voting in person or by proxy, at a meeting called for this purpose by not less than ten (10) nor more than forty (40) days' notice in writing to each Member stating the time, purpose and place of said meeting, vote to establish Annual Assessments and set the amount thereof.

(a) From and after January 1st of the calendar year immediately following the establishment of the first Annual Assessment, the maximum Annual Assessment may be increased each year not more than ten (10%) percent above the maximum assessment for the previous year, plus the amount by which ad valorem real estate taxes, utility charges and casualty and other insurance premiums payable by the Association have increased over amounts payable for the same or similar items for the previous year, without a vote of the membership.

(b) From and after January 1st of the calendar year immediately following the establishment of the first Annual Assessment, the maximum Annual Assessment may be increased above the amount provided in paragraph (a) of this Section 5.3 by a vote of fifty-one (51 %) percent of a quorum of all the Members who are present and voting in person or by proxy, at a meeting called for this purpose by not less than ten (10) nor more than forty (40) days' notice in writing to each Member stating the time, purpose and place of said meeting.

(c) After consideration and determination of current routine repairs, maintenance, care and operational costs and other needs of the Association, the Board of Directors shall levy the Annual Assessments for each Unit at an amount not in excess of the maximum allowable by this Section 5.3.

Section 5.4 Special Assessment. In addition to the Annual Assessments or charges for the purposes described in Section 5.2 of this Article V subject to approval by the affirmative vote of sixty-six percent (66%) of a quorum of all the Members who are present and voting in person or by proxy, the Association may levy in any assessment year a Special Assessment, applicable to the terms negotiated with a financial institution for a maximum of ten (10) years, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, and estimated repairs or replacement of any capital improvements, or for such other purposes as the Board of Directors of the Association may consider appropriate. No such Special Assessment,

however, shall be authorized without a meeting of the Members called for this purpose, by no less than ten (10) nor more than forty (40) days' advance notice in writing to each Member stating the time, purpose and place of said meeting. Any such Special Assessment shall be due and payable to the time and in the manner as approved by two-thirds (2/3rds) percent of all the Members who are present and voting in person or by proxy at said meeting.

Section 5.5 Excess. Any year in which there is an excess of assessments received over moneys actually used for the purposes described herein, such excess may, at the discretion of the Board of Directors: be applied against and reduce the subsequent year's annual assessment; be retained in reserve by the Association; or be refunded to the Members.

Section 5.6 Uniform Rate of Assessment. Both Annual and Special Assessments must be fixed at a uniform rate for all Units; and all such assessments shall be collected on a quarterly basis, i.e., one-fourth (1/4th) of the total assessment on each Unit each quarter; provided, that the Board of Directors may levy and collect assessments on a monthly, semi-annual or annual basis after approval of the same by resolution. Both Annual and Special Assessments shall be due and payable to the Association or its nominee on the 1st day of each quarter in equal quarterly installments unless otherwise provided as aforesaid.

Section 5.7 Date of Commencement of Annual Assessments; Due Dates. The Annual Assessment for each Member shall commence on the date set by the Members at the meeting establishing the Annual Assessment and shall constitute a lien on the date the Annual Assessment commences. Except as herein above provided, the quarterly installments of each such Annual Assessment for any Unit for any quarter after the first quarter shall become due and payable to the Association or its nominee and a lien on the first day of each successive quarter. Any Member may prepay one or more installments on any Annual Assessment or Special Assessment levied by the Association, without premium or penalty. Annual Assessments may also be paid by, for or on behalf of Unit Owners by their respective mortgagees or holders of deeds of trust of record thereon under such terms and agreements as the Association may from time to time deem appropriate by action of its Board of Directors.

Section 5.8 Duties of the Association's Board of Directors with Respect to Assessments.

(a) The Board of Directors of the Association shall fix the date of commencement and the amount of and the time when due of each installment of the assessment against each Unit for each assessment period and prepare a roster of the Units and assessment applicable thereto.

(b) The Association shall notify the Owners in writing of the assessments.

(c) The Association shall enforce the payment of assessments in accordance with the provisions of Section 5.10 of this Article V.

(d) No Member of the Board or any Committee of the Association or any officer of the Association, or Declarant, or the Manager, if any, shall be personally liable to any Owner, or to any other party, including the Association, for any damage, loss or prejudice, suffered or claimed on account of any act, omission, error or negligence of the Association, the

Board, the Manager, if any, or any other representative or employee of the Association, the Declarant, or the Architectural or Environmental Control Committee or any other Committee or any officer of the Association, or the Declarant, provided that such person has, upon the basis of such information as then may be possessed by him/her, acted in good faith without willful or intentional misconduct.

Section 5.9 Equitable Adjustments - Supplementary Declaration of Covenants, Conditions and Restrictions. In the event that any Supplementary Declaration of Covenants, Conditions and Restrictions made pursuant to the provisions and requirements of Section 2.2 of Article II hereof provides that a greater or lesser level of services shall be provided by the Association with respect to the real property and the improvements thereon described in such Supplementary Declaration of Covenants, Conditions and Restrictions, then such Supplementary Declaration of Covenants, Conditions and Restrictions may provide for a different basis for the establishment of Annual and Special Assessments with respect to such real property and the improvements thereon and the Association, acting by and through its Committee, is hereby authorized and directed to make equitable adjustments in the procedures herein set forth for the establishment of Annual and Special Assessments to reflect the different level of services.

Section 5.10 Effect of Non-Payment of Assessments; the Personal Obligation of the Owner, the Lien; Remedies of Association, Maintenance and Enforcement of the Lien by the Declarant Board; Notice to Mortgagee.

(a) If any assessment or any part thereof is not paid on the date when due, as herein provided, then the unpaid amount of such assessment shall become delinquent and together with such interest, late fees, all costs of collection before and after suit including reasonable attorneys' fees, shall become a continuing lien on the Unit or Units of the delinquent Owner which shall bind such Unit or Units in the hands of the then Owner, his/her heirs, executors, devisees, personal representatives, successors and assigns. No Member may waive have waived, or otherwise, escape liability for the assessments provided herein by non-use of the Common Properties or abandonment of his/her Unit.

(b) If any assessment or part thereof is not paid within ten (10) days after the due date, the unpaid amount of such assessment shall bear interest from the due date at the rate of ten (10%) percent per annum, and shall further subject the delinquent Member to pay a penalty or "late charge" of not less than \$50/month, but at the Board's discretion such late charges may be increased by not more than 5% per year. A special assessment, may include a higher or lower interest rate, late charges or both so long as the same are included in the resolution presented to the Membership for vote.

(c) The Association may bring an action at law or equity against any Member or former Member delinquent in paying assessments, and in such an action the Association may seek judgment for the entire assessment and shall not be limited to only that portion then due and owing. The action may seek to enforce payment by any lawful means including foreclosure of any lien held by the Association against the Unit or Units then belonging to a delinquent Member in the same manner now or hereafter provided for the foreclosure of mortgages, deeds of trust or other liens on real property in the State of Missouri, containing a power of sale, and subject to the same requirements, both substantive and procedural, or as may be otherwise from time to

time be provided by law, and in either of which events there shall be added to the amount of such assessment the costs of preparing and filing the complaints in such action and, in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the Court, together with the costs of the action. Suit for a money judgment for unpaid assessments shall be maintainable by the Association without foreclosure or waiving the lien securing same.

(d) The Association shall, by its own action or upon request of the holders of the first or second mortgagees or deeds of trust on any Unit or Units, notify the mortgagees of any Unit or Units for which any assessment levied pursuant to this Declaration become delinquent for a period of thirty (30) days or more, and in any other case where the Owner of such Unit or Units is in default with respect to the performance of any other obligation hereunder for a period of thirty (30) days or more, but any failure to give, or to request, such notice shall not affect the validity of the lien for any assessment levied pursuant to this Declaration, nor shall any such failure affect any of the priorities established in this Article. The Association shall take no action or foreclose the lien herein provided as security for the payment of assessments, except after notice in writing to the mortgagee of record of the Units involved if such holder or holders have given the Association its or their address to which such notices are to be mailed.

(e) Upon default in the payment of any one or more installments of any assessment levied pursuant to this Declaration, or any other installment thereof, the entire balance of said assessment may be accelerated at the option of the Board of Directors Association and be declared due and payable in full.

Section 5.11 Priority of Lien. The liens established by this Declaration shall have preference over any other assessments, liens, judgments or charges of whatever nature, except the following:

(a) General and Special Assessments for real estate taxes, on the Unit;

(b) The lien of the assessments or charges, regular and special provided for herein, shall be subordinate and inferior to the lien of any first or second mortgage or deed of trust now or hereafter placed upon any Unit subject to assessments or charges; provided, however, that such subordination shall apply only to the assessment or charge which becomes due and payable prior to the sale, decree of foreclosure of any such mortgage or pursuant to the terms and conditions of any such deed of trust or deed in lieu of foreclosure. Said sale or deed in lieu of foreclosure shall not relieve such Unit from liability for the amount of any assessments or charges thereafter becoming due, nor from the lien of any said subsequent assessment or charge. Any mortgagee who comes into possession of any Unit pursuant to the remedies provided in the first and/or second mortgage or deed of trust or who acquires title of any Unit pursuant to foreclosure or deed (or assignments) in lieu of foreclosure, shall pay all accrued assessments, back dues, unpaid insurance premiums and all applied penalties before closing on said property, thus rendering Stonebridge whole.

(c) No amendment to this Declaration shall affect the rights of the holder of any mortgage (or the indebtedness secured thereby) recorded prior to the recordation of such

amendment unless the holder thereof (or the indebtedness secured thereby) shall join in the execution of such amendment.

(d) The Board of Directors may, in its sole and absolute discretion, extend the provisions of this Section to the holders of mortgages (or the indebtedness secured thereby) not otherwise entitled thereto as herein provided.

Section 5.12 Definition. As used in this Declaration, the term “mortgage” shall include a first or second mortgage and a first or second deed of trust and the terms “holder” and “mortgagee” shall include the party secured by any first or second mortgage, first or second deed of trust or any beneficiary thereof.

Section 5.13 Maintenance Agreement. The proper officers of the Association may enter into a maintenance agreement to provide for the maintenance which the Association is obligated to provide under this Declaration.

## **ARTICLE VI INSURANCE**

Section 6.1 Insurance to be Obtained and Maintained by the Association. The Association shall have the right and obligation to obtain and continually maintain property damage insurance, comprehensive public liability insurance and such other insurance as the Association shall determine from time to time to be necessary for the Association. Pursuant to Section 5.2 above, the Association may charge Members for Members’ prorated share of such coverage. Such insurance charges may be included in the annual assessment or a separate item and charge collectable in addition to and in the same manner as an annual assessment.

Section 6.2 Insurance to be Obtained and Maintained by All Members. Members are responsible for maintaining insurance coverage for their Units, Unit Tracts, improvements and betterments thereon, personal property, and premises liability. The Association has no duty, obligation or right to obtain such coverage.

## **ARTICLE VII ARCHITECTURAL CONTROL**

Section 7.1 Architectural and Environmental Control. The Association shall maintain strict control of all architecture, environment and any aesthetic aspects of the Stonebridge development and those parts of the properties subject to this Declaration visible from any public property, common area or public highway, street, road thoroughfare or Common Area.

(a) Except for purposes of proper maintenance and repair, no building, fence, wall or other improvements or structures shall be commenced, directed, placed, moved, altered, or maintained upon the Properties, nor shall any exterior addition or other change (including change of color) or other alteration thereupon be made until the complete plans and specifications showing the location, nature, shape, height, material, color, type of construction, and/or proposed form of change (including, without limitations, any other information specified by the Board of Directors) shall have been submitted to and approved in writing by the Board of Directors as to safety, harmony of external, design, color and location in relation to surrounding

structures and topography with the Stonebridge design concept. The Board may from time to time, adopt and promulgate such Rules and Regulations regarding the form and content of such plans and specifications.

(b) Until the complete Plans and Specifications, showing the location, nature, shape, heights, material, color, type or construction and/or other proposed form of change (including, without limitation, any other information specified by the Board of Directors) shall have been submitted to and approved in writing by the Board of Directors as to safety, harmony of external design, color and location in relation to surrounding structures and topography and conformity with the Stonebridge design concept, it shall be prohibited to:

(i) install, erect, attach, apply, paste, hinge, screw, nail, build, alter, plant, remove or construct any lighting, shades, screens, awnings, patio covers, decorations, fences, hedges, landscaping, features, wall, aerials, antennas, satellite dishes, radio or television broadcasting or receiving devices, slabs, sidewalks, curbs, gutters, patios, balconies, porches, driveways, walls or to make any change or otherwise alter (including any alteration in color) in any manner whatsoever to the exterior of any improvements constructed upon any Unit or upon any of the Common Properties, or

(ii) to remove or alter any windows or exterior doors of any Unit, or

(iii) to make any change or alterations within any Unit which will alter the structural integrity of the building or otherwise affect the property, interest or welfare of any other Unit Owner, materially increase the cost of operating or insuring any of the Common Properties or impair any easement.

Section 7.2 Architectural and Environmental Control Committee. The Board of Directors shall fulfill its duties under this Article VII in the same manner as any other obligation set forth herein, except that at the Board's discretion, the Board of Directors may appoint a committee of Members to fulfill the Board's duties as outlined in this Article VII. In the event the Board shall appoint such an Architectural and Environmental Control Committee to act on the Board's behalf, that committee shall be composed of no less than three (3) Members in good standing. The affirmative vote of a majority of the Members of the Architectural and Environmental Control Committee shall be required in order to adopt or promulgate any rule or regulation, or to make any finding, determination, ruling or order, or to issue any permit, consent, authorization, approval or the like pursuant to the authority contained in this Article. Any such action of the Committee may be overruled or modified by the Board of Directors so long as the Board gives Notice within thirty (30) days that it shall so act, and that the Board makes its final decision within another sixty (60) days following such Notice.

Section 7.3 Decisions of the Board relating to Architecture or Environment. After approval or denial by the Board of any plans and specifications submitted pursuant to the provisions of this Article VII, a copy of such plans and specifications, as approved, shall be deposited among the permanent records of the Association and a copy of such plans and specifications bearing such approval, in writing, shall be returned to the applicant submitting the same. In the event the Board fails to approve or disapprove any plans and specifications which may be submitted to it pursuant to the provisions of this Article within thirty (30) days after such

plans and specifications (and all other materials and information required by the Board) have been submitted to it in writing, then formal written approval will not be required and this Article will be deemed to have been fully complied with and the proposed plan approved. In the event construction is not commenced within six (6) months following the formal approval or deemed approval of said plans and specifications, then such approval shall be conclusively deemed to have lapsed, and compliance with the provisions of this Article shall again be required.

Section 7.4 Certificate of Conformance. If requested by the Owner, the Board shall issue a certificate of compliance upon the completion of any construction or alterations or other improvements in accordance with the plans and specifications so approved.

## **ARTICLE VIII EXTERIOR MAINTENANCE**

In addition to the routine maintenance, repair and care of the Common Properties and other common facilities, the Association shall provide routine repair, maintenance and care (exclusive of repair of casualty damage and glass surfaces) of the exterior surfaces of each Unit. The Association shall also paint the exterior of the Units (base to top) and/or undertake the repair and replacement of any paved areas on the Common Properties. The frequency and times, and the materials to be used in the performance of all maintenance to be performed by it shall be in the sole discretion of the Board of Directors of the Association and not subject to the control of any Owner. In the event that the need for maintenance or repair to any Unit is caused through the willful or negligent act of an Owner, his/her family, guests or invitees, the costs of such maintenance and repairs shall be added to and become an additional assessment, over and above any Annual Assessment for which such Owner's Unit is subject and unless paid by or on behalf of said Owner within thirty (30) days after written demand therefore, shall be enforceable and secured by a lien as in the case of any other Assessment.

Front door, garage doors, windows, screens, storm doors, and sliding glass door changes/alterations need approval of Association.

## **ARTICLE IX YARD MAINTENANCE**

The Association shall provide routine maintenance in the care of all yards, lawns and other areas of the Properties, including the mowing and watering thereof. The frequency and times, and the quantity of water and labor to be used, shall be in the sole discretion of the Board of Directors of the Association and not subject to the control of any Owner. Each Owner shall, however, be responsible for the maintenance of plantings and the like belonging to him/her, and not part of the original landscaping of the Units. In the event that the need for additional or extra maintenance, mowing, water or the like is caused by or through the willful or negligent act of an Owner, his/her family, guests or invitees, the costs of such additional maintenance, utilities or materials shall be added to and become an additional assessment, in addition to any Annual Assessment to which such Owner's Unit is subject and unless paid by or on behalf of said Owner within thirty (30) days after written demand therefore, shall be enforceable and secured by a lien as in the case of said Annual Assessment.

**ARTICLE X  
USE RESTRICTIONS**

Section 10.1 Prohibited Uses Nuisances. Except with the prior written approval of the Board of Directors, or as may be necessary in connection with reasonable and necessary repairs or maintenance to any Units or the Common Properties and all other common facilities:

(a) All buildings or structures on the Properties shall be of new construction. Each Unit conveyed shall be designated by a separate legal description and shall constitute a fee simple estate subject to the terms, conditions and provisions hereof.

(b) No noxious or offensive trade or activity shall be carried on upon or within any Unit nor shall anything be done therein or thereon which may be or become an annoyance or nuisance and in the event such annoyance or nuisance shall occur, the same shall be removed forthwith. Without limiting the generality of the foregoing, no speaker, horn, whistle, siren, bell or other device, except such devices as may be used exclusively for security and fire purposes, shall be located, installed, or maintained upon the exterior of any improvement located upon the Properties or the Common Properties

(c) The maintenance, keeping, boarding and/or raising of animals, livestock, or poultry of any kind, regardless of number shall be and is hereby prohibited on any Unit or within any such Unit, except that this shall not prohibit the keeping of dogs, cats and/or caged birds as domestic pets provided that they are not kept, bred or maintained for commercial purposes and, provided, further, that such domestic pets are not a source of annoyance or a nuisance to the neighborhood or other Owners. The Board of Directors or, upon resolution of the Board of Directors shall have the authority to determine whether a particular pet is a nuisance or a source of annoyance to other Members or Members' guests and such determination shall be conclusive. Pets shall not be permitted upon the Common Properties unless accompanied by an Owner and unless they are carried or leashed. Pets shall be attended at all times and shall be registered, licensed and inoculated as may from time to time be required by law or city ordinance. No dog run, dog house, kennel or other animal, domestic animal, or household pet pen, enclosure, housing or sheltering facility shall be constructed or maintained upon the Properties or Common Properties. The Board of Directors shall have the right to adopt such additional Rules and Regulations regarding pets as it may from time to time consider necessary or appropriate.

(d) No burning of any trash and no accumulation or storage of litter, lumber, scrap materials, bulk materials, wastes or trash of any other kind shall be permitted on or in any Unit or the Common Properties.

(e) Except as approved by the Association, no junk vehicle, commercial vehicle, trailer, truck, camper, camp truck, house trailer, boat or other machinery or equipment of any kind or character (except for such equipment and/or machinery as may be reasonable, customary and usual in connection with the use and maintenance of any Unit and except for such equipment and/or machinery as the Association may require in connection with the maintenance and operation of the Common Properties and other common facilities) shall be kept upon the Properties nor (except for bona fide emergencies) shall the repair or extraordinary maintenance

of automobiles or other vehicles be carried out thereon. The Association may provide and maintain a suitable area designated for the parking of such vehicles or the like. No inoperable vehicle of any kind nor any vehicle without current safety inspection or license tags may be kept on any Unit, yard, driveway or streets in front of any Unit at any time.

(f) Trash and garbage containers shall not be permitted to remain in public view except on days of trash collection. No incinerator shall be kept and maintained upon any Unit. Garbage, trash and other refuse shall be placed in covered containers.

(g) No Unit shall be divided or subdivided without the prior written approval of the Association. The provisions hereof shall not be construed to prohibit the granting of any easement and/or right-of-way to any public utility or other public body or authority.

(h) Except for hoses and the like which are reasonably necessary in connection with normal lawn or plant maintenance, no water pipe, sewer pipe, gas pipe, drainage pipe, telephone line, electrical line or cable, television cable or similar transmission line, or the like shall be installed or maintained on any Unit above the surface of the ground or beyond the exterior of such Unit.

(i) No natural landscaping, or landscaping provided as part of the original development or thereafter by the Association, shall be removed from any unit or the Common Properties without written approval of the Association acting through the Board of Directors.

(j) No structure of a temporary character, and no trailer, tent, shack, barn, pen, kennel, run, staple, outdoor clothes dryer, playhouse, shed, or other buildings or structure shall be erected, used or maintained on, around or about any Unit at any time.

(k) Except for entrance signs, directional signs for traffic control or safety and such promotional sign or signs as may be maintained by the Association, no signs, billboards, objects, or advertising devices of any character shall be erected, posted, displayed, or permitted to remain upon, in or about any Unit, including without limitation window signs. No awnings, canopy or shutter shall be affixed to or placed upon any exterior wall or roof of a Unit.

(l) No structure, planting or other materials shall be placed or permitted to remain on or about any unit which may damage or interfere with any easement for the installment of maintenance of utilities, or which may unreasonably change, obstruct or retard direction or flow of any drainage channels.

(m) No Owner shall engage or direct any employee of the Association on any private business of the Owner during the hours such employee is employed by the Association, nor shall any Owner direct, supervise or in any manner attempt to assert control over any employee of the Association.

(n) All fixtures and equipment installed within a Unit shall be maintained and kept in repair by the Owner thereof. Any Owner shall not do any act nor any work that will impair the structural soundness or integrity of any Unit or impair any easement or hereditament, nor do any act nor allow any condition to exist which will adversely affect one or more of the other Units or any Member.

(o) No vehicle shall be parked on the driveways so as to obstruct the normal ingress and egress to any Unit, except for the reasonable needs of emergency, construction, or service vehicle for as brief a period of time as reasonably possible.

(p) Units may be leased or rented but any such leasing or tenancy agreement shall be in writing and shall be subject in all respects to the provisions of the Declaration, the Articles of Incorporation, Bylaws of the Association and all rules promulgated by the Association, all of which shall be incorporated by reference and made a part of said leases. Leases shall provide that any failure by tenants and their guests to observe and comply with lease terms shall constitute breach and default. In the event that default shall be for failure to comply with the Association's Covenants, Bylaws or any duly promulgated rules, then at the Board's discretion, a breaching or defaulting tenant may be declared to be detaining the premises unlawfully, and shall therefore be subject to suit by the Association in the name of Owner for unlawful detainer, eviction, possession or other such actions as may be available from time to time.

(q) No antennas, aerials, satellite dishes, or other apparatus for the transmitting and receiving of radio or television signals shall be erected or maintained upon the exterior of any Unit or building.

(r) The Board of Directors may issue such other bylaws, rules and regulations regarding prohibitions and use of Common Areas and property, both real and personal, owned or managed by the Association.

Section 10.2 Residential Use. All Units shall be used for private residential purposes exclusively.

Section 10.3 Enforcement - Right to Remove or Correct Violations. In the event any violation or attempted violation of any of the covenants or restrictions contained herein shall occur or be maintained upon any Unit or Unit tract without the Association's approval as required herein, such violation shall be promptly removed or abated. In the event same is not removed, or the violation is not otherwise terminated or abated, within fifteen (15) days or such shorter period as may be required in the notice to remove or abate issued by the Board, delivered to the Owner or tenant of the Unit upon which such violation exists, or to the Member responsible for such violation if the same shall be committed or attempted on premises other than the Unit owned by such member, then at the Board's discretion, the Association shall have the right, through its agents and employees to remove or otherwise abate such violation and the costs therefore shall be charged as an assessment against the Member or Members responsible for the violation. Collection and enforcement of such an assessment shall be per the same rules and procedures as any other assessment described herein.

Section 10.4 Association's Right of Entry and Inspection. The Association shall have the further right, through its Board, agents, employees or committees, to enter upon and inspect any Unit at any reasonable time for the purpose of ascertaining whether violations of the provisions of this Declaration, exist on or in such Unit; and neither the Association, its Directors, Officers, Members, Agents nor employees shall have committed trespass or other wrongful act by reason of such entry or inspection. Each and every provision hereof shall be deemed an

equitable servitude running with the land and may be specifically enforced. Nothing herein shall be deemed to limit any remedies available to the Association, and the Association may avail itself of any other remedy at law or in the equity as may be available from time to time.

## **ARTICLE XI GENERAL PROVISIONS**

Section 11.1 Duration. Unless amended in accordance with the provisions of this Article and the other requirements of this Declaration, and except where permanent easements or other permanent rights or interests are herein created, the Covenants, Conditions and Restrictions of this Declaration shall run with and bind the land subject to this Declaration, and shall inure to the benefit of and be enforceable by the Stonebridge Homeowners' Association, or the Owners of any Unit subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of twenty (20) years from the date that this Declaration is recorded, after which time the said Covenants, Conditions and Restrictions shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then Owners of the Units has been recorded, agreeing to abolish said Covenants, Conditions and Restrictions, or to change said Covenants, Conditions and Restrictions in whole or in part; provided, however, that no such agreements to change shall be effective unless made and recorded one (1) year in advance of the effective date of such change; provided, further, that no such agreements to change shall be applicable so as to require the change of any Member's structures as then existing, but any and all voluntary modifications or reconstruction, voluntary or otherwise, of now existing structures shall be in conformance with this Declaration or such amendments as may exist at the time plans are proposed for the change or reconstruction.

Section 11.2 Amendment. Amendments to the Covenants may be proposed by the Board of Directors or any group of Members owning not less than ten percent (10%) of the Units. Such membership groups shall submit their proposed amendment, in writing, signed by each Member who comprises any part of the aggregate ten percent (10%). Any proposed amendments shall be included in the next Notice for the next following membership meeting, whether the regular annual meeting or a special meeting. At the next such meeting, each proposed change shall be agreed to by not less than sixty percent (60%) of the eligible Member votes and NOT a mere sixty percent (60%) of a quorum; however, if at least sixty percent (60%) of an attending Member quorum shall vote in the affirmative, the proposed amendment may remain open for an additional thirty (30) days during which time Members may register a written vote in favor of the proposed change. In addition, Members who had attended the meeting may in writing change their vote one time during the additional thirty (30) days. At the end of thirty (30) days, the Association Secretary shall tabulate the votes, and if not less than sixty percent (60%) of the eligible Member votes are in favor, the amendment shall be passed. The Secretary shall then cause to be recorded an instrument signed by not less than two (2) Board Directors declaring the actual vote which represented not less than sixty percent (60%) of the eligible Member votes.

Section 11.3 Construction. The provisions hereof shall be liberally construed to effectuate the purpose of creating a uniform plan for the development and operation of Stonebridge.

Section 11.4 Enforcement. Enforcement of these Covenants, Conditions and Restrictions shall be by any proceeding at law or in equity against anyone violating or attempting to violate any Covenants, Conditions or Restrictions, either to restrain or enjoin violations or to recover damages, or both, and against any Unit to enforce the lien created hereby; and the failure or forbearance by the Association or any Member to enforce any Covenant, Condition or Restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter nor in any way comprise an estoppel to any later enforcement. The provisions hereof may be enforced, without limitation, by the Association or by any Member in good standing. There shall be and there is hereby created and declared to be conclusive presumption that any violation or breach or attempted violation or breach of any of the within Covenants, Conditions or Restrictions cannot be adequately remedied by action at law or exclusively by recovery of damages.

Section 11.5 Limitations of Liability. The Association shall not be liable for any failure of any services to be obtained by the Association or paid for out of the Annual Assessment funds or for the injury to person(s) or damage to property caused by the elements or resulting from water which may leak or flow from any portion of the Common Properties and other common facilities, or from any wire, pipe, drain, conduit or the like. The Association shall not be liable to any Member for loss or damage, by theft or otherwise, of any personal property which may be stored upon the Common Properties or other common facilities. No diminution or abatement of assessments, as herein elsewhere provided for, shall be claimed or allowed for inconvenience, discomfort or any other reason arising from the making of repairs or improvements to the Common Properties and other common facilities or from any action taken by the Association to comply with any of the provisions of this Declaration or with any law or ordinance or with the order of directive of any governmental authority having jurisdiction over any portion of Stonebridge.

Section 11.6 Rights of Mortgagees. The holders of the first and second mortgages or deeds of trust of record on any Unit or Unit tract may, jointly or singly, pay taxes, assessments, fees or any other charges which are in default and which may have become a charge against any of the Common Properties and may pay overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on the lapse of a policy for such property, and the holders of the first and second mortgages or deeds of trust of record on any Unit or Unit tract making such payments shall be owed immediate reimbursement therefore from the Association. Anything herein to the contrary notwithstanding, no provision of this Declaration or of any similar instrument pertaining to any Unit or Unit tract within Stonebridge shall give any Member or any other party priority rights over any Unit/Unit tract first or second mortgage holder or trustee by a deed of trust of record on any Unit on any distribution to a Member(s) for casualty loss insurance proceeds or condemnation awards for losses to or a taking of Common Properties or Townhome Unit or Unit tracts. Upon reasonable notice, the holders of all such first and second mortgages or deeds of trust of record jointly and severally shall have the right to inspect the books and records of the Association at any time during normal business hours.

Section 11.7 Voting. Unless otherwise expressly described herein, whenever in this Declaration an action is required to be taken by a specified percentage of the then Members of the Association, then such action shall be required to be taken by the specified percentage of the

then outstanding cumulative Association membership in good standing present and voting, in person or by proxy.

Section 11.8 Successors of Declarant. Any and all rights, reservations, interest, privileges and/or powers of the Declarant hereunder are hereby assumed by the Association.

Section 11.9 Incorporation by Reference on Resale. In the event any Owner sells or otherwise transfers any Unit or Unit tract, any deed purporting to effect such transfer shall contain a provision incorporating by reference the Covenants, Conditions and Restrictions set forth in this Declaration; but notwithstanding the failure to include such a provision in any such deed shall not affect the validity, priority or enforceability of the Covenants, Conditions and Restrictions set forth in this Declaration or against such sold or otherwise transferred Unit or Unit tract.

Section 11.10 Notification of Sale. Concurrently with the consummation of the sale of any Unit, Unit tract or undivided interest in the Common Properties or Properties under circumstances whereby the transferee becomes an Owner thereof or within ten (10) business days thereafter, the transferee shall notify the Association in writing of such sale. Such notification shall set forth, (i) the name of the transferee and his transferor, (ii) the street address of the Unit or Unit tract purchased by the transferee, (iii) the transferee's mailing address, and (iv) the date of sale. Prior to receipt of such notification, any and all communications required or permitted, to be given by the Association, or its Board of Directors shall be deemed to be duly made and given to the transferee if duly and timely made and given to said transferee's transferor.

Section 11.11 Notification as to Mortgagees. Each Owner shall notify the Association of the name and address of the mortgagee of such Owner's Unit, Unit tract and undivided interest in the Common Properties and Properties. Each Owner shall likewise notify the Association as to the release or discharge of such mortgages. In addition the mortgagee of a Unit or Unit tract may notify the Association of such mortgagee's identity and address and a description of the Unit or Unit tract which such mortgagee's mortgage encumbers. The Association shall provide such mortgagees as to which it receives notice pursuant to the provisions hereof with written notification as follows:

- (a) Written notification of at least ninety (90) days prior to the abandonment or termination of the Declaration or the Association;
- (b) Written notification of at least thirty (30) days prior to the effective date of any material amendment to any of the substantive provisions of the Declaration; and
- (c) Timely written notice of any condemnation or eminent domain proceeding affecting any Unit, Unit tract and undivided interest in the Common Properties and Properties or any part thereof.

Section 11.12 Definition. As used in this Article, the term "*Mortgagee*" shall mean any first and/or second mortgage holder or holder of a first deed of trust lien on a Unit subject to this Declaration and shall not be limited to the institutional mortgage holders, and the term "*Mortgage*" shall include a deed of trust. As used generally in this Declaration, the term

“*Institutional Holder*” or “*Institutional Mortgagee*” shall include banks, trust companies, insurance companies, credit unions, mortgage insurance companies, savings and loan associations, pension funds, real estate investment trusts, mortgage companies, the Declarant, and any corporation, including a corporation of, or affiliated with the United States Government, or any agency thereof.

Section 11.13 Articles of Incorporation and Bylaws. The Association may enact Articles of Incorporation and Bylaws relating to provisions applicable to notice and voting requirements for all actions to be taken by the Association except amendments to this Declaration. In any event, if any provisions set forth in this Declaration applicable to notice and voting requirements are in conflict with any provisions of Missouri Law applicable to notices and voting requirements on the date of this Declaration, or at any time after said date, the applicable provisions of Missouri Law shall control.

Section 11.14 Limitation of Liability and Indemnification.

(a) Corporate Debts. The Directors of the Association and the members of the Association shall not individually or personally be liable for the debts, liabilities or obligations of the Association.

(b) Damage or Loss. No member of the Board of Directors or any officer of the Association or any member of any committee of the Association shall be personally liable to any member of the Association or to any other party, including the Association, for any damage, loss or prejudice suffered or claimed on account of any act, omission, error or negligence of the Association, the Board or any other representative or employee of the Association, or any committee or any officer of the Association, provided that such person has, upon the basis of such information as then may be possessed by him, acted in good faith without willful or intentional misconduct.

(c) Indemnification. The Association may indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, other than an action by or in the interest of the Association, by reason of the fact that he/she is or was a director, officer, employee or agent of the Association, or is or was serving at the request of the Association, partnership, joint venture, trust or other enterprise, against expenses, including attorneys’ fees, judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Association, and with respect to any criminal action or proceeding, had no reasonable cause to believe his/her conduct was unlawful. Determination of any action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he/she reasonably believed to be in or not opposed to the best interest of the Association and with respect to any criminal action or proceeding, had reasonable cause to believe that his/her conduct was unlawful.

(d) The Association may indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the

interest of the Association to procure a judgment in its favor by reason of the fact that he/she is or was a Director, officer, employee or agent of the Association, or is or was serving at the request of the Association as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against expenses, including attorneys' fees, actually and reasonably incurred by him in connection with the defense or settlement of the action or suit if he acted in good faith and in the manner he reasonably believed to be in or not opposed to the best interests of the Association; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his/her duty to the Association unless and only to the extent that the Court in which the action or suit was brought determines upon application that, despite the adjudication of liability and in view of all the circumstances of the case, the person is fairly and reasonably entitled to indemnity for such expenses which the Court shall deem proper.

(e) To the extent that a director, officer, employee or agent of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in subsection (i) and (ii) of this section, or in defense of any claim, issue or matter therein, he/she shall be indemnified against expenses, including attorneys' fees, actually and reasonably incurred by him/her in connection with the action, suit or proceeding.

(f) Any indemnification under subsection (i) and (ii) of this section, unless ordered by a Court, shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the director, officer, employee or agent is proper in the circumstances because he/she has met the applicable standard of conduct set forth in this section. The determination shall be made by the Board of Directors by a majority vote of a quorum consisting of Directors who were not parties to the action, suit or proceeding, or if such quorum is not obtainable, or even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion or by the members.

(g) Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Association in advance of the final disposition of the action, suit or proceeding as authorized by the Board of Directors in the specific case upon receipt of an undertaking by or on behalf of the director, officer, employee or agent to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Association as authorized in this section.

(h) The indemnification provided by this section shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any Bylaws, agreement, vote of members of disinterested Directors, or otherwise, both as to action in his/her official capacity and as to action in another capacity while Holding such office, and shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors, and administrators of such a person.

(i) This Association may purchase and maintain insurance on behalf of any person who is or was a director, employee or agent of the Association, or is or was serving at the request of the Association as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him/her

and incurred by him/her in any such capacity, arising out of his/her status as such, whether or not the Association would have the power to indemnify him/her against such liability under the provisions of this section.

Section 11.15 No Dedication to Public Use. Nothing herein contained shall be construed as a dedication to public use or as an acceptance for maintenance of any of the Common Properties and other common facilities by a public or municipal agency, authority or utility and no public or municipal agency, authority or utility shall have any responsibility or liability for the maintenance or operation, of any said Common Properties and other common facilities.

Section 11.16 Grammar. The singular wherever used herein shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to individuals, men or women, shall in all cases be assumed as though in each case fully expressed.

Section 11.17 Notices. All notices required to be given hereunder shall be deemed to have been constructively delivered when deposited with the United States Postal Service, first class mail, postage prepaid, addressed to the Owner at the street address assigned to the Owner's Unit or Unit tract, provided, however, actual notice may be delivered by any other means. Notice may be delivered to the Association by service upon the registered agent or any Board Director.

Section 11.18 Severability. In the event that any provision of this Declaration is declared unlawful or unenforceable, such provision shall be considered severable and it shall not invalidate the remainder of this Declaration which shall remain in full force and effect.

Section 11.19 Captions. The captions contained in this Declaration are for convenience only and are not a part of this Declaration and are not intended in any way to limit or enlarge the terms and provisions of this Declaration.

Section 11.20 Reservation of Rights. The Association reserves the right and power to record by way of a Resolution of the Board of Directors and without a vote of the membership, a special amendment ("*Special Amendment*") to this Declaration at any time and from time to time (i) to comply with the requirements with the Federal National Mortgage Association, The Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Federal Housing Association, the Veterans Administration, or any other governmental agency or any other public, quasi-public, or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities and/or (ii) to induce any of such agencies or entities to make, purchase, sell, insure or guarantee first or second mortgages covering Units or Unit tracts. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to the Association acting by and through its Board of Directors to make or consent to a Special Amendment on behalf of each Owner. Each deed, mortgage or deed of trust, other evidence of obligation, or other instrument affecting a Unit and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent to the Association's reservation of the power to make, execute and record Special Amendments. No Special Amendment made by the Association shall affect or impair the lien of any first or second mortgage upon a Unit or any

warranties made by an Owner in order to induce any of the above agencies or entitled to make, purchase, insure or guarantee the first or second mortgage on such Owner's Unit or Unit tract.

IN WITNESS WHEREOF, the Board of Directors of the Stonebridge Homeowners' Association, successor in interest of the Smithville Investment & Development Co., a Missouri Corporation, have executed this amended Declaration of the Covenants, Conditions and Restrictions in accord with the approval of the membership by way of affirmative votes out of 95 eligible voters in good standing, the vote having been completed on this \_ day of \_\_\_, 2022.

**STONEBRIDGE HOMEOWNERS ASSOCIATION**

By: [Signature]  
President

By: [Signature]  
Vice President

By: [Signature]  
Secretary

By: [Signature]  
Treasurer

STATE OF MISSOURI     )  
  ) SS.  
COUNTY OF CLAY     )

On this, 13 day of Dec, 2022 before me a notary public, personally appeared:

- 1) Susan M Lambrecht
- 2) Tina Wheatley
- 3) Cathy Knight
- 4) Ennie Massie

all known to me (or satisfactorily proven) to be the person whose name is subscribed to the above and foregoing instrument, and acknowledged by each that execution was for the purposes set forth therein.

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

[Signature]  
NOTARY PUBLIC

My commission expires: 05-23-2024

**Jodi McCorkendale**  
Notary Public-Notary Seal  
State of Missouri  
Clay County  
My Commission Expires 5/23/2024  
Commission # 12346450

**EXHIBIT "A"**

All of Lots 3 through 11, inclusive, and Lot 13, STONEBRIDGE, a subdivision of land in Smithville, Clay County, Missouri, under Plat recorded on May 11, 1993, as Document No. L 71554 in Cabinet D, Sleeve 18, in the Recorder's Office of Clay County, at Liberty, Missouri.

**BYLAWS  
OF  
STONEBRIDGE  
HOMEOWNERS ASSOCIATION**

*October 15, 2022*

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**BYLAWS**  
**OF**  
**STONEBRIDGE HOMEOWNERS ASSOCIATION**

**ARTICLE I**  
**OFFICES**

The principal office of the Association shall be located at 199 Stonebridge Lane, Smithville, Missouri 64089. The Board of Directors shall be authorized from time to time to designate and change the principal office of the Association.

**ARTICLE II**  
**MEMBERSHIP**

Section 1. Requirements for Membership. The requirements and qualifications for membership in the Association shall be the same as set forth in the Stonebridge Declaration of Covenants, Conditions and Restrictions (hereinafter “Stonebridge DCCRs”), dated November 1, 2014 and recorded on November 3, 2014 as Document No. 2014032325 in Book 7293 at Page 74 in the Office of the Recorder of Deeds of Clay County Missouri, as amended from time to time.

Section 2. Voting Rights. The voting rights of members of the Association shall be the same as set forth in the Stonebridge DCCRs, as amended from time to time.

Section 3. Termination of Membership. Membership in the Association shall terminate when the member no longer is the record owner of a fee or undivided interest in one or more Units or Unit tracts, located on the property subject to the Stonebridge DCCRs.

**ARTICLE III**  
**MEETINGS OF THE MEMBERS**

Section 1. When and Where Held. All meetings of the members shall be held at such place or places as may be designated from time to time by the members or the Board of Directors and appearing in the Notice of Meeting.

Section 2. Annual Meetings. The annual meeting of the members shall be held on a Saturday in October at 4:00 PM for the purpose of electing Directors and for the transaction of such other business as may come before the meeting. If the day fixed for the annual meeting is a legal holiday in the State of Missouri, such meeting shall be held on the next succeeding business day. If the election of Directors is not held on the day designated herein for any annual meeting, or at any adjournment thereof, the Board of Directors shall call the election to be held at a special meeting of the members as soon thereafter as is convenient.

Section 3. Special Meetings of Members. Special meetings of the Members may be called by the President, the Board of Directors or by members in good-standing representing not less than fifty percent (50%) of Stonebridge Units. The special meetings of the members shall be held at such place or places as may be designated from time to time in the notice of the meeting.

Section 4. Notice of Special Meetings. Written, printed, emailed, or mailbox posted notice stating the place, day and hour of the special meeting and the purpose(s) for which the special meeting is called shall be delivered not less than ten (10) nor more than forty (40) days before the date of the meeting, either personally, by mail, email, website, mailbox posting, or such other reasonable means calculated to inform the Membership, by or at the direction of the President, or the Secretary or the officers or persons calling the meeting, to each Unit entitled to vote at such meeting, unless a different notification is required by the Stonebridge DCCRs. If mailed, such notice shall be deemed to be delivered when deposited in the United States Mail addressed to a Member at his/her address as it appears on the records of the Association, with postage thereon prepaid.

Section 5. Waiver of Notice. Any notice required by these Bylaws may be waived by the person entitled thereto by signing a waiver of notice before or after the time of said meeting and such waiver shall be deemed equivalent to the giving of said required notice. Attendance at a membership meeting, either in person or by proxy, of a person entitled to notice shall constitute a waiver of notice of the meeting unless he/she attends for the express purpose of objecting to the transaction of business on the grounds that the meeting was not lawfully called or convened.

Any corporate action may be taken at a membership meeting held without call or notice if attended by all Members in person or by proxy, or if all Members in writing waive notice of said meeting.

Section 6. Quorum. As defined by the DCCR.

Section 7. Voting by Mail. Where Directors/Officers are to be elected by the Members, such election may be conducted by mail in such manner as the Board of Directors shall determine.

Section 8. Proxies. At any meeting of the Members, a Member entitled to vote may vote by proxy executed in writing by the Member or his/her duly authorized attorney-in-fact. No proxy shall be valid after thirty (30) days from the date of its execution.

Section 9. Vote Necessary for Action. The vote of a majority of the votes entitled to be cast by the Members present at a meeting and voting in person or by proxy at which a quorum is present shall be necessary for the adoption of any matter voted upon by the Members unless a different voting percentage is required under the Stonebridge DCCRs.

#### **ARTICLE IV POWERS OF THE ASSOCIATION**

Section 1. General Powers. The Association shall have all powers granted and conferred to Not-For-Profit Corporations under the provisions of the General Not-For-Profit Corporation Law currently Chapter 355 of the Revised Statutes of Missouri.

Section 2. Specific Powers. The Association shall have the powers and authority granted and delegated to it under the Stonebridge DCCRs, as amended from time to time. All

powers and authority granted and delegated to the Association under said DCCRs are incorporated herein by reference as if fully set forth herein.

Section 3. Rules and Regulations. The Association by and through its Board of Directors is authorized and shall be empowered to promulgate, adopt and enforce such rules and regulations necessary from time to time for architectural control within the property subject to the Stonebridge DCCRs, and the use restrictions set forth in said Stonebridge DCCRs.

## **ARTICLE V BOARD OF DIRECTORS**

Section 1. General Powers. The property, affairs and business of the Association shall be managed by the Board of Directors. The Board of Directors shall have all powers granted pursuant to the Stonebridge DCCRs.

Section 2. Number, Tenure and Qualifications. The Board of Directors shall consist of not less than three (3) nor more than five (5) Members in good-standing elected at the annual meeting by a majority of the quorum attending.

Section 3. Election. All members of the Board shall be elected for two (2) year terms. The Members of the Board shall hold office until their respective successors have been elected by the Members. At each annual meeting, the Members of the Board shall be elected by a vote of the Members of the Association.

Section 4. Annual & Regular Meetings. The newly elected Directors of the Board shall meet immediately following each annual meeting of the Members. Thereafter, regular meetings of the Board may be held at such time and place as shall be determined from time to time by a majority of the Members of the Board.

Section 5. Special Meetings of Board of Directors. Special meetings of the Board of Directors may be called by or at the request of any two (2) Directors and shall be held at such place as the Directors may determine.

Section 6. Notice. Notice of any special meeting of the Board of Directors shall be given at least seven (7) days previous thereto by written notice delivered personally or sent by mail and email to each Director at his/her address as shown by the records of the Association. If mailed, such notice shall be deemed to be delivered when deposited in the United States Mail in a sealed envelope so addressed with postage thereon prepaid. Neither, the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting. The Membership shall be notified of special meetings of the Board of Directors by mail, email, website, mailbox posting, or such other reasonable means calculated to inform the Membership.

Section 7. Waiver of Notice. Any notice required by these Bylaws may be waived by the person entitled thereto by signing a waiver of notice before or after the time of said meeting and such waiver shall be deemed equivalent to the giving of said required notice. Attendance at a meeting of the Board of Directors, either in person or by proxy, of a person entitled to notice shall constitute a waiver of notice of the meeting unless he attends for the

express purpose of objecting to the transaction of business on the grounds that the meeting was not lawfully called or convened. Any corporate action may be taken at a Board of Directors meeting held without call or notice if attended by all Directors in person or by proxy, or if all Directors in writing waive notice of said meeting.

Section 8. Quorum. At all meetings of the Board, a majority of the Board Members thereof shall constitute a quorum for the transaction of business and the votes of a majority of the Members of the Board present and voting at a meeting in which a quorum is present shall constitute a valid decision.

Section 9. Vacancies. Any Director who ceases to own a Unit shall immediately cease to be a Director. Vacancies occurring in the Board caused for this or any other reason shall be filled by an election held by remaining Directors of the Board at a special meeting of the Board held for that purpose promptly after the occurrence of such vacancy, even if the Directors present at such meeting may constitute less than a quorum. Each person so elected shall be a Director of the Board for the remainder of the term of the Director replaced or until such time as a successor shall be elected by the Association Membership.

Section 10. Removal of Directors of the Board. At any duly held regular or special meeting of the Directors, any one or more Directors of the Board may be removed with or without cause by a majority of the Directors present and voting, and a successor may then or thereafter at the next Director's meeting be elected to fill the vacancy thus created. In the event a Director is removed pursuant to this Section, within three (3) days of removal, the Members shall be provided Notice. The Notice shall state the name of the Director removed, the time remaining in the Director's term, and if known the Director's replacement. The Notice shall further state the procedure whereby a special meeting of the Membership may be called for the purpose of re-electing the removed Director or electing the Director's replacement.

Section 11. Compensation. No Director of the Board of Directors shall receive any compensation for acting as a Director. However, Directors may be reimbursed for out-of-pocket expenses and may also be compensated for professional, materialman or other services rendered to or for the Association not directly related to the performance of Directorship duties.

## **ARTICLE VI OFFICERS**

Section 1. Officers. The officers of the Association shall consist of a President, a Vice President, a Secretary and a Treasurer.

Section 2. President. The President shall be the chief executive officer of the Association. The President shall preside at all meetings of members and Directors of the Association. The President shall have general and active management of the business and of the activities of the Association. The President shall see that all orders and resolutions of the Board of Directors are carried into effect, subject, however, to the right of the Directors to delegate any specific power, except as may be by statute or the Stonebridge DCCRs exclusively conferred upon the President, to any other officer or officers of the Association. The President, or such other Association Officer as the President may from time to time direct act in the President's

place, shall execute deeds, bonds, mortgages and other instruments requiring a signature or the seal of the Association.

Section 3. Vice President. The Vice President shall, in the absence or disability of the President, perform the duties and exercise the powers of the President and be subject to all the restrictions imposed upon him/her in such other duties as the Board of Directors may from time to time prescribe.

Section 4. Secretary. The Secretary shall attend all sessions of the Board of Directors, all meetings of the Members and keep a correct record of all such meetings in a book to be kept for that purpose. The Secretary shall keep a record of the Members of the Association and records of incorporation. The Secretary when authorized by the Board of Directors shall perform such duties as may be prescribed by the President or the Board of Directors.

Section 5. Treasurer. The Treasurer shall attend all sessions of the Board of Directors and all meetings of the Members. The Treasurer shall have custody of the Association funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Association and shall deposit all monies and other valuable effects in the name and to the credit of the Association, in such depositories as may be designated by the Board of Directors. The Treasurer shall render to the President and Directors, at the regular meetings of the Board, or whenever they may require it, an account of the financial condition of the Association. The Treasurer shall give the Association a bond if required by the Board of Directors in a sum and with one or more sureties satisfactory to the Board for the faithful performance of the duties of the office and for the restoration to the Association in case of the Treasurer's death, resignation, retirement or removal from office of all books, papers, vouchers, money and other Association property of whatever kind in the Treasurer's possession or control.

Section 6. Election. The officers of the Association shall be elected by the Directors at the annual meeting of the Board of Directors, except as specified in Section 1 hereinabove. Voting shall be by written ballot or by roll call vote.

Section 7. Vacancies. Any vacancies occurring in any office of the Association shall be filled by the Board of Directors. An officer appointed to fill a vacancy shall serve for the unexpired term of his/her predecessor in office. Any officer who ceases to own a Unit shall immediately cease to be an officer and a special Director's meeting shall be called to fill said officer's vacancy.

## **ARTICLE VII COMMITTEES**

Special committees may be established from time to time by action of the Board of Directors for such periods of time as the Board of Directors deems necessary and appropriate. The Board of Directors shall define the duties of each special committee at the time such committee is established.

## ARTICLE VIII GENERAL

Section 1. Delegation of Duties of Officers. In case of the absence of any officer of the Association or for any other reason that the Board may deem sufficient, the Board may delegate the powers or duties of such officer to any other officer or to any Director for the time being, provided a majority of the entire Board concurs therein.

Section 2. Checks. All checks or demands for money and notes of the Association shall be signed by such officer or officers as the Board of Directors may from time to time designate. Said officers shall give the Association a bond, if required by the Board of Directors, in the sum and with one or more sureties sufficient to the Board for the faithful performance of their duties.

Section 3. Obligations. The obligations of the Association shall be signed with the name of the Association by the officer or officers executing the same. No officer shall have the power to bind the Association except as herein provided, or as may be authorized by the Board of Directors.

Section 4. Waiver of Notice. Whenever any notice is required to be given, a waiver thereof in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

Section 5. Meetings by Conference Telephone or Similar Communications Equipment. Members of the Board of Directors, or Officers, designated by the Board, may participate in a meeting of the Board or committee by means of conference telephone or similar communications equipment whereby all directors, members and other persons participating in the meeting can hear each other, and participation in a meeting pursuant hereto shall constitute presence in person at such meeting.

Section 6. Action Taken Without a Meeting. To the extent permitted by applicable law, any action required or permitted to be taken at any meeting of the Board of Directors or any Officers thereof may be taken without a meeting if written consent thereto is signed by all Members of the Board of Directors or of such committee, as the case may be, and such written consent is filed with the minutes of proceedings of the Board.

Section 7. Meetings Open to Members. All meetings of the Board of Directors and committees thereof shall be open for attendance by all Members of the Association to the extent required by law.

Section 8. Conduct of Meeting. Meetings of the Board of Directors, Officers or any Committee authorized herein shall not be required to be conducted in accordance with Robert's Rules of Order nor any other formal parliamentary procedure.

**ARTICLE IX  
AMENDMENTS**

These Bylaws may be amended by a majority vote of the Board of Directors at any regular or special meeting of the Board.

**ARTICLE X  
NO CORPORATE SEAL**

The Association shall not be required to have a corporate seal.

**ARTICLE XI  
REGULATIONS**

Section 1. Vehicles. A person is in violation of this Article if he or she operates a motor vehicle on Association property including but not limited to driveways, sidewalks, yard and grass.

Section 2. Definitions.

(a) Driver: Every person who drives or is in actual or physical control of a vehicle. OPERATOR: Every person who drives or is in actual physical control of a vehicle. MOTOR VEHICLE: A self-propelled vehicle not operated exclusively on tracts.

(b) Vehicle: Any mechanical device on wheels, except vehicles drawn by human motorized wheelchairs operated by handicapped persons

(c) Repairs. Each owner is responsible for the cost of repair to any and all “studs-in” damage to his or her unit.

(d) Animals. No animals shall be raised, bred or kept in any dwelling Unit except cats or other household pets of an Owner or leaseholder. No animal tiedowns are allowed. No animals may be kept or raised on the property for commercial purposes. The Board may from time to time adopt rules and regulations governing the conduct of pets kept in the dwelling Unit. Pursuant to the Declaration any pet causing or creating a nuisance or unreasonable disturbance to the neighborhood or other Owners or lease holders, shall be permanently removed from a dwelling unit upon three (3) days’ notice from the Board to the Owner of the dwelling Unit containing such pet, and the decision of the Board will be final. Exotic animals with vicious or dangerous propensities and dogs with a tendency to injure persons, whether out of anger, viciousness or playfulness are not allowed on the premises. Poisonous snakes, potbellied pigs and purebred and mixed pit bull dogs are not conducive to townhouse living and are prohibited.

(e) Use Of Electronic Or Digital Media. All sections herein referring to communication / or notification by the Board, by use of “in person, by mail or by facsimile” to other Board members, the Association, it’s vendors or assigns; shall here after include the use of electronic or digital means, including but not limited to: email, text messaging, and any other form of technology may become commonplace in the future.

(f) Late Fees. The Late Fees herein referenced shall be \$50.00 per month per offense. Offenses shall include but are not limited to: dues, hazard insurance premiums, assessments, etc. As long as fees are accumulating and/or litigation is pending, the offending homeowner shall be deemed “not in good standing”, and subject to this Declaration, shall lose voting rights and all other privileges as herein accorded members in good standing. All dues, insurance premiums, assessments, etc. not received by the 15th of each month will incur a \$50 late fee.

(g) Additional Fees. New fees implemented as of 1/1/2022: (1) NSF Fee \$25 per occurrence; (2) Liens \$200 per filed lien; (3) Lien Release \$100; (4) Closing Status Letter \$100; and (5) Sell Transfer Fee \$100.

(h) Fines. Effective June 1, 2015 a fine system will be implemented pertaining to items in the Declaration and Bylaws (REFER TO CC&R’s Article X, pages 18–21 and Bylaws Article XIII, pages 10–11). These items cover handling of pets, littering, noise and other disruptive and/or unbecoming behaviors. The first complaint filed will result in a letter being sent requesting compliance within a reasonable period of time. The second offense will result in a \$50.00 fine payable with the next dues payment. Three unpaid fines, or a fine which goes unpaid for three months, will result in a lien being placed against the unit. Regardless if the offense was made by a resident or renter, the lien falls on the unit owner.

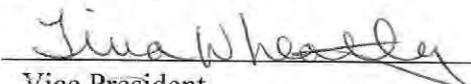
The International Fire Code, Section 308.3.1 specifically states: “Charcoal burners and other open-flame cooking/ornamental devices shall not be operated on combustible balconies or within 10 feet of combustible construction. Exemptions include one and two family dwellings and balconies, or decks that are protected by an automatic sprinkler system.”

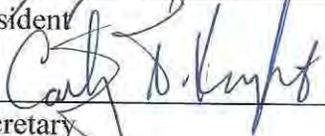
The above Bylaws were enacted at the first meeting of the Board of Directors of Stonebridge Homeowners Association held on the 11th day of November, 1994 and amended on November 20, 2021.

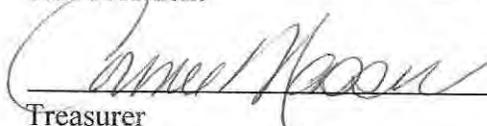
(i) Drones, Fireworks and Airbnbs. Effective 10/15/2022, the membership has voted to prohibit the use of drones except by real estate personnel for the purposes of taking photos for resale purposes of units. Additionally, fireworks and Airbnbs are also prohibited.

**STONEBRIDGE HOMEOWNERS ASSOCIATION**

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

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

By:   
\_\_\_\_\_  
Secretary

By:   
\_\_\_\_\_  
Treasurer

STATE OF MISSOURI     )  
  ) SS.  
COUNTY OF CLAY     )

On this, 13 day of Dec, 2022, before me a notary public, personally appeared:

- 1) Susan M Lambrecht
- 2) Tina Wheatley
- 3) Carol Knight
- 4) Connie Masie

all known to me (or satisfactorily proven) to be the person whose name is subscribed to the above and foregoing instrument, and acknowledged by each that execution was for the purposes set forth therein.

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

Jodi McCorkendale  
NOTARY PUBLIC

My commission expires: 05-23-2024

**Jodi McCorkendale**  
**Notary Public-Notary Seal**  
**State of Missouri**  
**Clay County**  
**My Commission Expires 5/23/2024**  
**Commission # 12346450**



199 Stonebridge Lane, Smithville, MO 64089

# Stonebridge Lane

## *Welcome Packet*

*The primary purpose of the Stonebridge Lane Homeowners Association is to build community and ensure the best quality of life for all homeowners while maintaining and enhancing property values through enforcing the covenants and maintenance of the Association common areas.*

### **WEBSITE and EMAIL**



Email: [stonebridgelanehoa@gmail.com](mailto:stonebridgelanehoa@gmail.com)

Website: [www.stonebridgelanehoa.com](http://www.stonebridgelanehoa.com)



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## **Welcome to Stonebridge**

Dear New Homeowner;

Congratulations on the purchase of your new home. On behalf of the Stonebridge Homeowner's Association and all homeowners of Stonebridge, we would like to officially welcome you to our neighborhood. We are so pleased that you have chosen to call Stonebridge home. We certainly look forward to meeting you whether it be by personal visit, walking throughout the neighborhood or a community meeting.

Moving into a common-interest community, property governed by a homeowner's association, can be a confusing and challenging ordeal, more especially for those who have never before been involved with a homeowner's association. Stonebridge HOA would like your experience here to be a positive and enjoyable one.

To help you, we have created this brief document to touch upon some key areas of interest for all new homeowners. This document is not designed to replace or substitute for the Stonebridge Homeowner's Association governing documents rather providing a simple summary. All potential homeowners should be given the opportunity to read and understand the governing documents prior to moving into the Stonebridge HOA, and each homeowner has the responsibility to honor the provisions of these documents.

## **About Stonebridge**

Incorporated as a non-profit organization and located in the heart of the wonderful City of Smithville, Stonebridge offers townhomes for those seeking an affordable housing community.

## **Why Stonebridge HOA?**

Stonebridge Homeowner's Association was created by the Developer as a formal legal entity to maintain common areas of the Association and ensure quality and value of properties within the neighborhood. As a legal authority, the HOA is deemed to enact and enforce maintenance and design standards in addition to the standards established by the City of Smithville.



## Covenants

Stonebridge is a covenant-controlled community. It is incumbent upon all homeowners to read and comply with the dedicatory documents of the Association called the Amended Declaration of Covenants, Conditions & Restrictions (DCCRs). By accepting title to your home one automatically accepts responsibility to abide by these covenants. The dedicatory documents can be found in your closing papers or on our website in the Documents Section at <https://www.stonebridgelanehoa.com/>.

The Association operates via a *volunteer* Board of Directors who oversees the community. The Board members are elected on a staggered basis by the community at elections held at the annual homeowners meeting in October of each year. Due to residing within Stonebridge, we residents are bound by the rules and regulations set forth in the dedicatory documents. Should a violation of these documents occur, a homeowner will receive a written notice of the covenant violation with proper timeframe to resolve the issue. Should a violation go unresolved a fine may be assessed.

Fines are intended to target covenant infractions that have a direct correlation to home values and consistency of community. It is not the desire of the Board to fine a homeowner, however, violations which affect property values and/or neighborhood appearance must be resolved in a timely manner. The fines are in place to provide motivation to resolve the issue, not as a punishment. Information regarding fines can be found by contacting the Board Members of Stonebridge HOA. Should you need to address a covenant violation you may utilize the Contact Us page on the website at <https://www.stonebridgelanehoa.com/>.

## HOA Annual Assessments

Each homeowner, not the bank or mortgage company is responsible for paying the annual assessment, also known as HOA dues and/or fees. See further details below in the section entitled **Annual Assessments (Dues, Fees)**.

## HOA Communications

Stonebridge HOA produces an association newsletter at least quarterly each year. At times a special edition may be published. Newsletters include vital & current topics of interest, upcoming community events, community policing info, and other relevant information. We use the newsletter, our website, and emails to communicate with homeowners. We would appreciate your taking time to keep us advised of your current contact information. Please know your email will not be shared with outside parties.

The Stonebridge website is the center for communication and education of our Association.

Website pages at-a-glance:

- ❖ Home
- ❖ News and Meetings
- ❖ Documents
- ❖ Contact Us



## Stonebridge Board of Directors

The operation of your homeowner's Association is governed by an active volunteer Board of Directors. The Board as of August 29, 2022 consists of four member homeowners of the Association. The Board of Directors is elected by the community to oversee the daily functions and financial responsibilities of the Association. The Board is also responsible for maintaining members' compliance with the established dedicatory documents of the Association. They have specific provisions regarding what can and cannot be done on members' properties. It is imperative that members take the time to read through the dedicatory documents you receive during the home purchase process. These are commonly available in your closing papers. Copies are also available in the Documents Section on our website: <https://www.stonebridgelanehoa.com/>.

The dedicatory documents initially set up by the Developer at the inception of the Association and recorded with the Clay County Clerk's office state the Board's primary duty is to preserve the integrity of the development and maintain the appearance of the neighborhood by managing the following:

1. Provide financial management and neighborhood planning
2. Common area maintenance and repairs
3. Provide architectural change/improvement guidance
4. Oversee the enforcement of the Declaration of Covenants, Conditions & Restrictions, and subsequent Amendments

Included with this letter is a series of pages with helpful information that will benefit you in being introduced to the Association, explaining your part as a member, and sharing valuable information on the rules and regulations that are applicable to all members which may prove helpful in the future. Please take a moment to look it over and let us know if you have any questions. We will be happy to answer your questions.

Again, welcome to your new home and your new community.

Sincerely,

**Stonebridge Homeowner's Association**

President Susan Lambrecht

Vice President Tina Wheatley

Secretary Cathy Knight

Treasurer Connie Massie



# Stonebridge Homeowner's Association At-A-Glance

<p><b>Annual Assessments (Dues, Fees); PayHOA</b></p>	<ul style="list-style-type: none"> <li>• Association dues are \$135.00 per month (\$130.00 dues and \$5.00 Long Term Capital Account) plus \$75.00 per month (\$210.00 total, if you are paying your siding assessment on a monthly basis). Dues are paid on the first of each month. If not received by the 15th of the month, a late fee of \$50.00 per violation will be charged. If you pay several months at once, payment must be made in advance and not after-the-fact (e.g., dues for January through June must be made in January and not June, or you will have accrued \$250.00 in late fees, plus an additional \$250.00 in late fees for the assessment). <i>Those consistently delinquent will be prosecuted.</i></li> <li>• Due to security issues, your dues should be mailed as follows: <b>Stonebridge Homeowners Association</b>, 199 Stonebridge Lane, Smithville, MO 64089; Individual Board members are not responsible for checks or envelopes left outside storm doors. If you have questions, please email to <a href="mailto:stonebridgelanehoa@gmail.com">stonebridgelanehoa@gmail.com</a> or write the Association at the address listed above.</li> <li>• As of January 2022, dues may now be paid through our online service, PayHOA. Please provide your email address so a link to this service can be sent.</li> <li>• An annual assessment for property insurance is assessed once per year in February and you will be mailed an invoice.</li> </ul>
<p><b>Architectural Control</b></p>	<ul style="list-style-type: none"> <li>• All modifications to the exterior of your property, including painting or landscaping must be submitted and approved by HOA Board. Contact with the Board can be made by email or the website email Contact Us Section, <a href="https://www.stonebridgelanehoa.com/">https://www.stonebridgelanehoa.com/</a>.</li> </ul>
<p><b>Bylaws and Amended Declaration of Covenants, Conditions and Restrictions</b></p>	<ul style="list-style-type: none"> <li>• Located in your closing papers and the Documents Library on the Association website, <a href="https://www.stonebridgelanehoa.com/">https://www.stonebridgelanehoa.com/</a>.</li> </ul>
<p><b>Common Areas &amp; Grounds Maintenance</b></p>	<ul style="list-style-type: none"> <li>• Stonebridge is responsible for maintaining the lawns, trees, shrubs and other plantings located in the common areas of the HOA. This includes both entrances, park, greenbelts, creeks and walking paths. If issues arise within one of these areas please submit an inquiry to Stonebridge HOA by submitting a Maintenance Request Form in the Dropbox or using the Contact Us page on our website: <a href="https://www.stonebridgelanehoa.com/">https://www.stonebridgelanehoa.com/</a>.</li> </ul>
<p><b>Important Contact Information</b></p>	<ul style="list-style-type: none"> <li>• HOA Management info Email: <a href="mailto:stonebridgelanehoa@gmail.com">stonebridgelanehoa@gmail.com</a></li> <li>• Website Administrator: <a href="https://www.stonebridgelanehoa.com/">https://www.stonebridgelanehoa.com/</a></li> </ul>



# Stonebridge Homeowner's Association At-A-Glance

<b>Important Numbers</b>	<ul style="list-style-type: none"><li>• Smithville City Hall: 816.532.3897</li><li>• Smithville Police Dept: 816.532.0500; 816.858.3521 (after hour non-emergency)</li><li>• Smithville Area Fire Protection District: 816.532.4902 (non-emergency)</li><li>• Northland Regional Ambulance District: 816.858.4450 (non-emergency)</li><li>• Smithville Area Chamber of Commerce: 816.532.0946</li></ul>
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# Stonebridge Homeowner's Association At-A-Glance

<b>Government</b>	<ul style="list-style-type: none"> <li>• U.S. Post Office, 206 Richardson St., Smithville, MO 64089; 800.275.8777</li> </ul>
<b>Lamppost Power Outage</b>	<ul style="list-style-type: none"> <li>• Lampposts within Stonebridge are maintained by the City of Smithville 816.532.3897; <a href="https://www.smithvillemo.org/">https://www.smithvillemo.org/</a></li> </ul>
<b>Annual Meeting</b>	<ul style="list-style-type: none"> <li>• Currently Stonebridge HOA holds only one annual meeting in on a Saturday October of each year</li> <li>• Notices are mailed in sufficient advance by the Board to ensure your attendance</li> <li>• Each homeowner is encouraged to attend the annual meeting</li> </ul>
<b>Monthly Board Meetings</b>	<ul style="list-style-type: none"> <li>• The Stonebridge HOA Board holds monthly meetings the second Tuesday of each month at 5:00 PM, at , at Smithville Fire Station Conference Room, 341 Park Drive, Smithville, MO 64089</li> </ul>
<b>Parking</b>	<ul style="list-style-type: none"> <li>• Parking should be only in designated parking spaces</li> <li>• No RVs, boats and/or utility trailers may be parked in the street</li> <li>• Guest parking on the street is allowed on a temporary basis as long as street traffic is not impeded</li> </ul>
<b>Rules and Policies</b>	<ul style="list-style-type: none"> <li>• Stonebridge has adopted a number of helpful rules and policies over the years to assist in improving the quality of the community and operation of the Association. These can be found in the Documents Library on our website: <a href="https://www.stonebridgelanehoa.com/">https://www.stonebridgelanehoa.com/</a>.</li> <li>• Homeowners are bound by these additional restrictive covenants and bylaws. Rules address such items as pets, noise, parking, payments, repairs, etc.</li> </ul>
<b>Schools</b>	<ul style="list-style-type: none"> <li>• These schools are specific to residents of Stonebridge:</li> <li>• <a href="https://www.smithvilleschooldistrict.net/">https://www.smithvilleschooldistrict.net/</a>; 816.532.0406; 655 S. Commercial Ave., Smithville, MO 64089</li> <li>• <b>Eagle Heights Elementary School</b>; 816.532.5959; 18801 Eagle Parkway, Smithville, MO 64089; <a href="https://www.smithvilleschooldistrict.net/Domain/696">https://www.smithvilleschooldistrict.net/Domain/696</a></li> <li>• <b>Horizon Elementary School</b>; 816.532.4566; 695 S. Commercial Ave., Smithville, MO 64089; <a href="https://www.smithvilleschooldistrict.net/Domain/10">https://www.smithvilleschooldistrict.net/Domain/10</a></li> <li>• <b>Maple Elementary School</b>; 816.532.0589; 600 Maple St., Smithville, MO 64089; <a href="https://www.smithvilleschooldistrict.net/Domain/11">https://www.smithvilleschooldistrict.net/Domain/11</a></li> <li>• <b>Smithville Middle School</b>; 816.532.1122; 675 S. Commercial Ave., Smithville, MO 64089; <a href="https://www.smithvilleschooldistrict.net/Domain/9">https://www.smithvilleschooldistrict.net/Domain/9</a></li> <li>• <b>Smithville High School</b>; 816.532.0405; 645 S. Commercial Ave., Smithville, MO 64089; <a href="https://www.smithvilleschooldistrict.net/Domain/8">https://www.smithvilleschooldistrict.net/Domain/8</a></li> </ul>
<b>Speed Limit</b>	<ul style="list-style-type: none"> <li>• The speed limit throughout the neighborhood is 20mph. Our motto regarding speed is “20 is Plenty”!</li> <li>• Every homeowner, guests and service personnel are encouraged to pay attention to the speed limit. With people walking and children playing, 20 is definitely plenty.</li> </ul>



# Stonebridge Homeowner's Association At-A-Glance

<b>Trash Pickup (city service including in your water bill)</b>	<ul style="list-style-type: none"> <li>• The City of Smithville picks up household garbage and recycling within the Stonebridge neighborhood every Thursday.</li> <li>• You may contact the city to order a trash receptacle if you are new to the neighborhood or need a replacement at GFL Environmental (previously WCA) at 816.380.5595.</li> </ul>
<b>Utilities</b>	<ul style="list-style-type: none"> <li>• Electricity: Evergy, <a href="https://evergy.com/">https://evergy.com/</a>; 888.471.5275</li> <li>• Water: City of Smithville - 903.839.4914</li> <li>• Cable: Spectrum; <a href="https://www.spectrum.net/">https://www.spectrum.net/</a>; 816.358.8833</li> <li>• Trash/Recycling: Pickup: City of Smithville by WCA 816.513.8400; see information at <a href="https://www.smithvillemo.org/">https://www.smithvillemo.org/</a></li> <li>• Telephone: AT&amp;T 800.464.7928; Spectrum 816.358.8833; Vonage 888.218.9015</li> <li>• Internet: Spectrum 816.358.8833; AT&amp;T 800.695.3679</li> </ul>
<b>Violation Complaints</b>	<ul style="list-style-type: none"> <li>• To report a violation within the Association, please submit your inquiry to the Board on the Contact Us page at our website: <a href="https://www.stonebridgelanehoa.com/">https://www.stonebridgelanehoa.com/</a></li> </ul>
<b>Website</b>	<ul style="list-style-type: none"> <li>• Stonebridge HOA maintains a website that can be found at <a href="https://www.stonebridgelanehoa.com/">https://www.stonebridgelanehoa.com/</a></li> <li>• The website provides a calendar of events, meetings and meeting minutes, all dedicatory documents, documents library, and contact information.</li> </ul>

## 2023 Neighborhood Beautification Grant Program Grant and Application Terms

### Funding:

Each grant awarded will range from \$50 - \$25,000. All funds awarded are required to have matching contribution from the neighborhood. Neighborhood match can come in the form of cash or in-kind donations such as volunteer hours or equipment. The required match must be equal to 50% of the total project cost (e.g., total project cost is \$10,000; \$5,000 contributed from the HOA, \$5,000 requested from the NBG Program). Volunteer hours are documented at the rate of \$20/hour and must be confirmed at the completion of the project.

### Eligibility Requirements:

Applicant must be a Neighborhood or Homeowners' Association. Each applicant must be organized with an elected HOA board with officers, by-laws, and membership.

Each HOA is eligible for up to \$25,000 over a three-year period. If the first project applied for requires the full \$25,000 and is granted, the HOA will then be ineligible for the following two years.

### Eligible Projects:

Projects must be improvements that benefit the entire neighborhood, located within the city limits of Smithville and achievable within 12 months of award. Project applications submitted must be approved by a vote of the neighborhood or homeowners' association board.

Examples of eligible projects may include:

- Landscaping/trees
- Signage
- Community gardens
- Neighborhood clean-ups
- Curb Appeal Enhancements for Existing property (parking areas, trash receptacles, enclosures, fencing, etc.)

Examples of ineligible projects include:

- Ongoing operating budgets
- Routine city maintenance (street paving, mowing rights-of-way, etc.)
- Projects that benefit an individual more than the entire neighborhood.

### Selection Process:

A selection committee consisting of City staff will judge applications, based on availability of funds and the following criteria.

1. Preparedness (50%)
  - a. Meets the minimum required match and proposed match is well documented and available to be expensed.
  - b. Budget is realistic and clearly organized
  - c. Well-planned project Design, ready for implementation.
  - d. A completed application with all associated documents
2. Project Impact (20%)
  - a. Provides long term benefit to the neighborhood
  - b. Addresses a recognized problem or need within the neighborhood
3. Participation (20%)
  - a. Approval of the project by the HOA or NA Board
  - b. Broad-based neighborhood participation in the project
4. Prior Awarded Projects (10%)
  - a. Substantial completion of previously funded projects

### Disbursement of Funds:

Projects may begin only after the application has been selected to receive the grant funds. Funds are not awarded in advance of the project. Funds are released for reimbursement through the submission of receipts of completed work at the completion of your project.

### Application Deadlines:

Application submission timeline starts December 5 with the deadline of February 28 on an annual basis. There is an optional draft application review deadline of January 31. If you submit the optional draft review, you will still need to submit a final application by February 28. Grants are limited to one application per year per organization. Applications can be submitted in person at Smithville City Hall (107 W Main St.) or through email to [NeighborhoodGrant@smithvillemo.org](mailto:NeighborhoodGrant@smithvillemo.org).

### City Contacts

General Application Questions:

- Gina Pate, Assistant City Administrator: [gpate@smithvillemo.org](mailto:gpate@smithvillemo.org)

Public Permits:

- Brandi Schuerger, Permit Technician: [bschuerger@smithvillemo.org](mailto:bschuerger@smithvillemo.org)

General Public Works Questions:

- Chuck Soules, Public Works Director: [csoules@smithvillemo.org](mailto:csoules@smithvillemo.org)

All staff can be reached by calling City Hall at (816) 532-3897