

AMENDED
TRUST INDENTURE AND RESTRICTIVE COVENANTS AND
CONDITIONS PERTAINING TO A SUBDIVISION OF
LAND IN BENTON COUNTY, MISSOURI

KNOW ALL MEN BY THESE PRESENTS, that WHEREAS, National Development Company, Inc., a Texas corporation, is the owner of certain real property located in Benton County, Missouri, and described as follows:

The West Three Fourths $3/4$ of Section Seventeen (17); the Northeast quarter, on the Right Bank of Grand River, the East half of the Southeast quarter and the Northwest quarter of the Southeast quarter of Section Eighteen (18), the Northeast quarter of the Northeast quarter of Section Nineteen (19); all of the North half of Section Twenty (20), lying North of the Warsaw and Finey Road, and, all of the West half of the Northwest quarter of Section Twenty-one (21), lying North of the Warsaw and Finey public Road; all in Township Forty (40), of Range Twenty-three (23), and containing 1025 acres, more or less, excepting Tract No. 2002-1 consisting of the $EE1/2SE1/4NW1/4NE1/4$, the $E1/2E1/2SW1/4NE1/4$, the $SW1/4SE1/4SW1/4NE1/4$, the $S1/2SW1/4SW1/4NE1/4$, and the $N1/2NW1/4SE1/4$ of Section 17, Township 40 North, Range 23 West of the Fifth Principal Meridian, Benton County, Missouri, containing 42.50 acres, more or less, and Tract No. 2002-2 consisting of the $SW1/4SW1/4SW1/4NW1/4$, the $NW1/4NW1/4NW1/4SW1/4$ and the $NW1/4SW1/4SW1/4SW1/4$ of Section 17 and the $N1/2NE1/4NE1/4NE1/4$, the $W1/2NE1/4NE1/4$, the $SW1/4NE1/4$, the $SE1/4SE1/4NE1/4$, the $N1/2SE1/4$, the $N1/2SE1/4SE1/4$, and the $N1/2S1/2SE1/4SE1/4$ of Section 18, Township 40 North, Range 23 West of the Fifth Principal Meridian, Benton County, Missouri; also that portion of the $N1/2NW1/4NW1/4NW1/4$ of said Section 17 described as beginning at the northwest corner of said $N1/2NW1/4NW1/4NW1/4$; thence easterly along the north line of said $N1/2NW1/4NW1/4NW1/4$ to the northeast corner thereof; thence southwest to the southeast corner of the $NW1/4NW1/4NW1/4NW1/4$ of said Section 17, thence westerly along the south line of said $N1/2NW1/4NW1/4NW1/4$ to the southwest corner thereof; thence northerly along the west line of said $N1/2NW1/4NW1/4NW1/4$ to the point of beginning; also the $NW1/4NE1/4$, except that part lying north and west of the center of the South Grand River, in said Section 18, the tract of land herein described contains, in the aggregate, 246.55 acres, more or less. /Subject to an easement for a private road recorded in Book 187, at Page 608, of the deed records of Benton County, Missouri, and conveying all rights of grantors in and to said private road. /

Subject to any and all mineral rights and easements of record of whatsoever kind or nature, and

WHEREAS, this amended indenture is made and entered into this 28 day of FEBRUARY, 1983, by and between National Development Company, Inc., party of the first part, hereinafter called "Grantor", and R. L. Erkenbeck, party of the second part, hereinafter referred to as "Trustee", being the trustee of the Bent Tree Harbor Trusteeship,

WHEREAS, Grantor is in the process of developing said land into a subdivision for living and recreational purposes and developing a

lake and other facilities for living and for the recreational enjoyment by the future lot owners in said development, which said development shall be known as "BENT TREE HARBOR", and which said development shall be developed in several parts with a separate plat for each part thereof as it is developed; and

WHEREAS, the Grantor is desirous of promoting and enhancing the value of said tracts of land by stabilizing residential values and establishing recreational and related facilities therein; and

WHEREAS, the Grantor believes that the creation of a trust of certain of the property rights in said tract and the establishment of certain use restrictions is the most beneficial means of accomplishing this purpose; and

WHEREAS, it is the purpose and intention of this indenture to preserve said tract of land as a restricted residential and recreational neighborhood and to protect the same against certain uses by the adoption of a common neighborhood plan and scheme of restrictions; to apply that plan and restrictions, not only to all of the land and every parcel thereof as it may be sold from time to time, but also in favor of all other parcels within the area in the hands of the present or subsequent owners thereof, and to mutually benefit, guard and restrict the present and/or future title holders or occupants of any and all said parcels and to foster the health, welfare and safety of all who own lots or reside in said area; and

WHEREAS, it is the further purpose and intention of this indenture that all requirements and duties imposed by the Missouri Clean Water Law, Chapter 204, R.S.Mo., and all standards, rules and regulations adopted pursuant thereto and permits and orders issued thereunder applicable to the subdivision be complied with together with all other applicable provisions of law, federal, state, and local and that restrictive covenants be adopted for that purpose, and

WHEREAS, all reservations, limitations, conditions, easements and covenants herein contained, any and all of which are hereafter termed "Restrictive Covenants" or "Restrictions" are jointly or severally for the benefit of all persons who may purchase, hold or own, from time to time, any of the several lots covered by this instrument, and are intended to run with the land and be mutually enforceable;

NOW, THEREFORE, IN CONSIDERATION of the premises and of the mutual promises, covenants and agreements contained herein and the sum of One Dollar (\$1.00) to party of the first part in hand paid by the party of the second part, the receipt of which is hereby acknowledged, and, further, in consideration of the advantages to accrue to the party of the first part, as well as to future owners of said lots into which said tract may be subdivided, and with the agreement and consent of the party of the second part to act as Trustee hereunder, the party of the first part agrees as follows:

The party of the first part or the Grantor, shall contemporaneously with the recording of each platted subdivision of the above-described land, grant, bargain, sell, convey, transfer, assign and set over unto the said Trustee, his successors and assigns, all singular and the several strips and parcels of land which are to be delineated and set apart as drives, lanes, circles, streets or roads on said plat of said subdivisions, together with the lakes, dams, and related facilities and facilities for the disposal of wastewater in the subdivision to be constructed by Grantor on said above-described land, and said Grantor, upon the consideration heretofore recited, do also hereby agree to create,

reserve and transfer, assign and grant unto the Trustee easements for the purposes set forth in Article III hereof, over, across, through and under all of the lots in said subdivision as marked out and set out on said plats to be filed for the subdivision of said land, including all easements and roadways. TO HAVE AND TO HOLD all of the foregoing to the Trustee, his successors and assigns, IN TRUST, upon the uses and purposes, for the term and upon the conditions hereinafter set forth in this indenture. As used herein, the word "Trustee" or Trusteeship" shall mean either a single Trustee or joint Trustees.

ARTICLE I ORGANIZATION OF TRUSTEESHIP

1. The original Trustee herein named shall serve for a term ending within three years from the date of the first sale of a lot in the subdivision July 4, 1982 or when thirty percent (30%) of the lots are sold, whichever occurs first. In the event of the death, resignation or inability of the herein named Trustee to serve in that capacity prior to the expiration of his term, his successor or successors shall be named by a voting majority of the lot owners who shall select and appoint a Trustee or Trustees to fill the unexpired term. A successor Trustee or Trustees, except in the case of filling a vacancy, shall be elected for terms of three (3) years each, but a successor Trustee elected to fill a vacancy shall be elected in the manner hereinabove provided.

2. There shall be an annual meeting of lot owners at a convenient place in Benton County, Missouri, for the transaction of such business as may properly come before said meeting, on the second Tuesday in April in each year, beginning in the year 1984 and each year thereafter. Notice of the date, time and place of said meeting shall be given by insertion of a notice in the newspaper circulated in Benton County, Missouri, at least seven (7) days before the date of the meeting, or, at the election of the Trustee, notice of said meeting may be had by mailing to each lot owner a letter setting forth the date, time and place of said annual meeting. Special meetings of lot owners shall be subject to these same notice requirements.

3. The successor or successors to the Trustee or Trustees whose term has expired shall be elected by the lot owners at the annual meeting and the owner or owners of each lot shall be entitled to one (1) vote for each full lot owned, which vote may be cast in person or by proxy. The person or persons receiving the highest number of votes or ballots shall be deemed elected and shall, upon his or their acceptance in writing, at once and by force of this indenture, succeed and shall be vested with, possessed of all of the estate, rights, interests, privileges and powers by this indenture granted to his or their predecessor or predecessors. Any lot owner who has failed to pay any assessment due and payable shall not be entitled to vote at any annual or special meeting as provided for above. In the event any Trustee named herein or elected hereunder, with the exception of the original Trustee (who shall be replaced as set forth in Paragraph 1 of this Article I) shall die, resign, or become incompetent for whatever reason to discharge the duties and avail himself or herself of or exercise the rights and powers granted herein or bestowed upon him or them as Trustees under this indenture, then and thereupon, it shall be the duty of the survivor or remaining Trustees to select a successor to fill the unexpired term of such deceased or incompetent Trustee or Trustees. Any business relevant or pertinent to the affairs of the BENT TREE HARBOR property, or subdivision thereof, may and shall be transacted at any annual or special meeting described above. A majority of the lot owners shall constitute a quorum at the respective meeting of each.

4. In any election of Trustees, the owner of each lot shall be entitled to one (1) vote for each full lot owned by him, which vote may be cast in person or by proxy. No person shall, however, be considered as the owner of a lot until fee simple title of said lot shall have been conveyed to him by Warranty Deed, duly recorded.

5. At each annual meeting, the Trustee or Trustees shall render an accounting of all monies received, disbursed and held by them during and at the end of the preceding calendar year.

ARTICLE II RIGHTS AND POWERS OF THE TRUSTEESHIP

1. The trusteeship is a legal entity and shall have the capacity and right to sue as such as shall have the right and duty to enforce, either in the Trustee's own name or in the name of any owner within the subdivision, any and all restrictive covenants and restrictions which may now or which may hereafter be imposed upon any of the lots in the BENT TREE HARBOR subdivision, either in the form as originally placed or as subsequently amended. It is the intention of the Grantor, and it does so declare, that the Trustee named in this instrument shall be the Trustee for the entire tract and for any portion thereof that may be subdivided and platted into separate lots. The rights and powers of the Trusteeship set forth herein may be enforced by the lot purchasers or owners. The Trustee shall at all times exercise his rights and powers for the sole benefit of lot purchasers and lot owners.

2. The Trustee shall have the power to construct, reconstruct, improve, contract for, maintain or repair streets or roadways of any kind or qualities upon the several strips of land herein conveyed or to be conveyed to them as the property is subdivided and which are designated on said plats as streets, drives, lanes, roads and walkways, and to repair and maintain any dams, lakes and related facilities to be constructed on the above-described property.

3. The Trustee shall have the right and power to provide for the plowing or removal of snow from the aforesaid streets, roadways and trailways.

4. The Trustee shall have the right and power to plant, care for, spray, trim, protect and replant shrubbery and to sow or resow, trim and care for grass in or upon the drives, streets, lanes and roads herein conveyed to him or to be conveyed, or in or upon any other areas of the subdivision.

5. The Trustee shall have the right and power to provide lights in or on all drives, lanes, circles, streets and roads, and on or at all gateways or entrances, or in such other places in or about the area covered by this indenture as he may in his judgment determine.

6. The Trustee shall have the right and power to grant easements in, over, along and under the streets, drives, lanes, or roads conveyed to him or any of the purposes set out in Article II hereof.

In addition to the foregoing rights and powers, the Trustee shall have the right and power to grant right of way easements to electric, telephone and other utilities in order to permit them to place, replace, construct, reconstruct, operate, repair, maintain and relocate thereon, and in or upon all streets, roads or highways abutting said lands, either above ground or underground or a combination of both a transmission or distribution line or system

for the purpose of furnishing service to the above-described premises, and to extend said line or system in the future on and across the above-described tracts that may be subdivided and platted in separate lots to enable the utilities to furnish service to others and the right to have ingress and egress to, from and over the above-described lands, for doing anything necessary or useful for the enjoyment of the easements granted; and to cut and trim trees and snubbery to the extent necessary to keep them clear of said line or system; to cut down from time to time all dead, weak, leaning or dangerous trees that are tall enough to strike the wires in falling.

7. The Trustee shall have the right and power to construct, to operate, to lease, to purchase, or in any other manner to construct or provide for sewers or sewage or wastewater disposal facilities, drainage, water, gas, electricity, street lighting, telephone service, or fire protection facilities to serve all or any part of said above-described tracts, either in their present state or as subdivided, subject to all provisions of applicable law, federal, state and local, including, but not limited to, the Missouri Clean Water Law, Chapter 204 R.S.Mo. and the regulations adopted pursuant thereto.

In providing for such services or facilities, the Trustee may himself make use of or he may convey, transfer or assign whole or partial rights in and to the easements created by this indenture, or easement created and set out on the plats of the subdivision of the within described tracts.

8. The Trustee shall have the right and power to provide for and maintain tennis courts, playgrounds, gateways, entrances, drinking fountains, lakes and related facilities, streams and other ornamental or recreational features in said subdivision on any lands set aside for the general use of the owners of the lots in said subdivision or to which the said owners have access and the use thereof. The Trustee shall have the right and power to construct or maintain such boat dock facilities as he may deem necessary for the use and benefit of owners of lots in said subdivision on the above-described property. The Trustee shall further have the power to regulate and determine the size of motors to be used on boats on the lake or lakes and the use of boats thereon.

9. The Trustee shall have the right and power to care for and maintain any and all vacant lots and the lake and lakefront in said subdivision, remove weeds and cut grass thereon, to pick up and remove therefrom loose materials, trash and rubbish of all kinds, and to do anything and all other things necessary or desirable in the judgment of the Trustee to keep such vacant and unimproved property and said lake and lakefront neat in appearance and in good order. After construction of improvements on a lot if a lot owner does not mow and keep his lot free of weeds, the Trustee reserves the right to mow and clean up said lot and to charge such owner a reasonable fee for this service. In addition, the Trustee shall have the right to cause all wastewater disposal facilities on lots to be pumped so as to assure compliance with the Missouri Clean Water Law, regulations and standards. Failure to pay the charge where it has become necessary to mow and clean said lot or to pump wastewater and sewage shall give the right to the Trustee, or his agent, to place a lien against the property for this service and to collect therefor in an action in debt. The Trustee shall also have the right to remove debris, trash, or any unsightly accumulation of materials or junk from lots upon giving lot purchasers or owners fifteen (15) days prior written notice of his intention to do so.

ARTICLE III ASSESSMENTS BY THE TRUSTEE

1. The Trustee and his successors are hereby authorized, em-

powered and granted the right to make assessments upon and against the said several lots and said parcels of land in the subdivision for the purpose and at the rates and on the conditions hereinafter provided:

(A) To make a uniform annual assessment (except as herein-after provided) of Forty Dollars (\$40.00) per lot per year upon and against the several lots or parcels of land in said subdivision for the purpose of carrying out the general duties and powers of the Trustee as described herein and for the further purpose of enabling the Trustee to defend and enforce the restrictive covenants as hereinafter described. The uniform annual assessment shall be made as of November 15 year year.

(B) To make special assessments if, at any time, the Trustee shall consider it necessary to make any expenditures requiring an assessment, in addition to the assessments above provided. In such event he shall transmit in writing to the owners of lots, for their approval, an outline of the plan for the project contemplated and the estimated amount required for completion of same and the total assessment required. If such project and the assessment so stated be approved at a meeting of the lot owners, duly called and held in the manner provided by the Trustee, by a fifty-one percent (51%) majority vote of the owners of all of the lots, the Trustee shall notify all owners of the said tracts of the additional assessments. At no time shall any special assessment exceed \$25.00 per lot per year.

(C) The assessments made by the Trustee shall apply to all lots owned by the developer that have been offered and are unsold as of the assessment date so that the assessments hereunder shall apply to the developer on the same basis as other lot purchasers and owners.

2. All assessments, either general or special, made by the Trustee for the purposes hereinabove enumerated shall be made in the manner and subject to the following procedure, to-wit:

(A) Notice of all assessments may be given by mail addressed to the last known or usual post office address of the holder of legal title or lot purchaser and deposited in the United States mail, postage prepaid, or may be given by posting a brief notice of the assessment upon the lot itself. Service in either of the above methods shall be sufficient.

(B) Every assessment shall become due and payable within thirty (30) days after notice is given as hereinabove provided. From and after the date when said payment is due, it shall bear interest at the rate of ten per cent (10%) per annum until paid, and such payment and interest shall constitute a lien upon said lot and said lien shall continue in full force and effect until said amount is fully paid. At any time after the levying of an assessment and its entry in the Trustee's minutes, the Trustee may, in addition, execute and acknowledge an instrument reciting the levy of the assessment with respect to any one or more lots and cause same to be recorded in the office of the Recorder of Deeds, and the Trustee may, upon payment, cancel or release any one or more lots from the liability of assessment (as shown by recorded instrument) by executing, acknowledging and recording (at the expense of the owner of the property affected) a release of such assessment with respect to any lot or lots affected, and the Trustee shall cause to be noted from time to time in corporate minutes of his proceedings, the payment made on account of assessments. The Trustee may institute proceedings to foreclose the lien imposed by the failure to pay assessments under this instrument in a court of competent jurisdiction. Lot purchasers and owners may also enforce this Article for the failure to pay lot assessments.

ARTICLE IV
RESTRICTIVE COVENANTS

1. These covenants are applicable to the entire BENT TREE HARBOR subdivision, shall run with the land and shall be binding upon all parties hereto and all persons claiming under them including lot purchasers and owners. The use and enjoyment of each lot in the subdivision is subject to the rights and powers of the Trustee and Trusteeship established in this instrument and those restrictive covenants, or as the same may hereafter be amended. These restrictive covenants are mutually enforceable by the Trustee and each lot purchaser or owner and shall be applied uniformly to every lot.

2. All building sites in the part or parts of the subdivision designated as "residential" shall be limited to one (1) single-family dwelling. All constructed dwellings shall face the street or road upon which the lot fronts and no part thereof shall be nearer than twenty-five (25) feet from the front lot line, and the distance from each side of the dwelling shall be no closer than five (5) feet from the side of the line of said lot and be constructed of new materials. When the lot topography is not conducive to these limits, the Trustee may allow a variance therefrom. No constructed dwelling shall be constructed on any lot purchased in the subdivision with less than 1000 square feet of floor space excepting porches and porticos. There shall be no shed roofs and all buildings will be finished and painted or stained on the outside. No basement shall be occupied until living accommodations are completed. Any improvements shall be completed on the exterior within six months after construction starts. All other structures shall be in the rear of the living accommodations and shall be sightly, of neat construction, and of a character to enhance the value of the property. A garage may be constructed separately or attached to the dwelling, but must be of the same construction material as the living accommodations, and the exterior of it must be finished in the same manner as the living accommodations. Mobile homes shall be no less than 720 square feet in size and shall not be older than three (3) years old at the time of location on the lot. No commercial or business other than those of the Grantor shall be constructed within the subdivision. No permanent structures shall be permitted in the part or parts of the subdivision designated as "camper" or for campers only. Any building, mobile home or camper must be approved by the Trustee before being built or located on a lot. Campers and mobile homes shall be of commercial manufacture. This excludes converted business, trucks, and vans. Pending the construction or placement of a mobile home or constructed dwelling, lot purchasers may, at the discretion of the Trustee, use a motor home or camper of an approved character on a temporary basis.

3. Before improvements are erected on any lot purchased in part or parts of the subdivision designated as "residential", the lot owner or purchaser shall first apply for and obtain a permit for the installation of approved sewage or wastewater disposal facilities from the Trustee. The only authorized means of wastewater disposal for residential lots will be an approved individual sealed vault type holding tank. The capacity of the holding tank for temporary residents (those occupying the lot 140 days or less per year) shall be 1,000 gallons. The capacity of the holding tank for permanent residents (those occupying the lot tanks more than 140 days per calendar year) shall be 1,500 gallons. Septic tanks shall not be permitted. The holding tanks shall be of an approved design and construction. Each lot purchaser or owner shall be required to cause said holding tank to be regularly pumped by any person, firm or corporation approved by the Trustee in order to assure compliance with the Missouri Clean Water Law. The only approved one-site method of wastewater or sewage disposal in the part or parts of the subdivision designated as "camper" is by

means of collection in individual, portable holding tanks and discharge into a state approved collection facility to be constructed by the Grantor and to be operated and maintained by the Trustee. This collection facility shall be used only by purchasers or owners of camper lots. The Trustee shall maintain periodic inspections of all sewage disposal facilities. Upon the failure of any lot purchaser or owner to properly maintain any sewage disposal facility in accordance with the standards set forth in this paragraph and in the permit for construction granted by Trustee, the Trustee shall then and there, on behalf of all the other owners, take such action as shall be necessary to restore the facility to approved standards all at the expense of the owner, including, but not limited to, the costs of an action for injunctive relief, debt, damages, or causing sewage disposal and facilities to be pumped out. In the event that the trusteeship fails to take action necessary to assure compliance with the Missouri Clean Water Law and regulations, the Missouri Department of Natural Resources, The Missouri Clean Water Commission shall be empowered to assure such compliance by appropriate judicial action in its own name. Lot purchasers and owners may also enforce the restrictions in this paragraph.

4. Lot purchasers or owners may drill individual water wells provided that the wells are cased and sealed with grouting or other appropriate material. Written evidence shall be provided to the Trustee by the lot purchasers or owners that individual drilled wells conform to these standards.

5. No debris, trash or unsightly accumulation of materials or junk shall be allowed to remain on the premises and outside storage facilities will be permitted only if prior approval thereof has been obtained from the Trustee in writing.

6. All material used for the construction of the outside of the dwelling shall be new, and construction must be completed within six (6) months from the commencement of said construction of any type.

7. No building shall be constructed below the 800 foot elevation line notwithstanding other provisions herein. No basement in a dwelling shall be occupied until the dwelling is completed. All buildings must be finished on the outside. All building plans must be approved by the Trustee of said subdivision prior to their construction. Minimum square footage for buildings constructed on each lot shall be determined by the amount of square footage listed in the recorded plat of each section of the development.

8. No signs may be placed or maintained on any lot other than the name or address of the owner, which signs shall be no larger than two (2) feet long and one (1) foot wide. Each lot must be mowed and kept free of weeds and underbrush for the general appearance of the subdivision and prevention of fire.

9. No animals shall be kept, maintained or raised on said premises except house pets, which shall be kept on a leash when on said premises when not in an enclosure. No poultry or livestock such as horses, cattle or pigs, shall be stabled within the confines of the subdivision. No noxious or offensive activity shall be carried on any lot nor shall anything be done thereon which may be or become a nuisance or annoyance.

10. The lot purchasers and lot owners shall have the right to use all land delineated, set apart or deeded to the Trustee by the Grantor as roads, streets, drives, lanes, circles or other means of ingress or egress within the subdivision.

11. Each lot purchaser or owner shall timely pay the assessments provided for in Article III of this instrument or be subject to having a lien imposed upon their property by the Trustee which may, upon due notice, be foreclosed by the Trustee in accordance with said Article or by lot purchasers and owners for the mutual benefit of the lots in the subdivision.

12. These covenants are several. Invalidation of any of said covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

ARTICLE V
AMENDMENTS

1. For and during the period provided for the term of the original Trustee in Article I the provisions of this indenture may be modified or amended by the joint and concurrent action of the Grantor and the Trustee hereunder for the mutual benefit of all lots, lot purchasers and lot owners.

2. From and after the termination of the term of the original Trustee as prescribed in Article I this indenture may be modified or amended by a vote of the owners of not less than fifty-one per cent (51%) of the lots into which this tract may be subdivided.

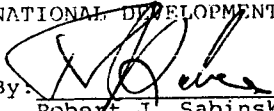
3. No person shall be considered as an owner entitled to vote for any purpose provided in this indenture unless and until he shall own fee simple title to a lot or lots nor shall any record lot owner be entitled to vote unless he shall have fully paid all assessments which may be lawfully made by the Trustee against his property.

4. In no event shall the restrictions relating to compliance with the Missouri Clean Water Law be amended without the written consent of the Missouri Clean Water Commission.

IN WITNESS WHEREOF, the said party of the first part and the party of the second part have hereunto executed this indenture the day and year first above written.

PARTY OF THE FIRST PART:

NATIONAL DEVELOPMENT COMPANY, INC.

By: 
Robert J. Sabinske, President

ATTEST:

Karen Llewellyn, Secretary



PARTY OF THE SECOND PART:


R. L. Erckenbeck, Trustee

ACKNOWLEDGMENT

STATE OF TEXAS)
) ss.
COUNTY OF DALLAS)

On this 28th day of February, 1983, personally appeared before me Robert J. Sabinske and Karen M. Llewellyn, personally known to me, who stated to me that they are President and Secretary of National Development Company, Inc., a corporation, and that they executed the foregoing instrument with authority of the corporation's Board of Directors and acknowledged that they executed same as the free act and deed of the corporation.

In testimony whereof, I have hereunto affixed my signature and notarial seal this 28th day of February, 1983.

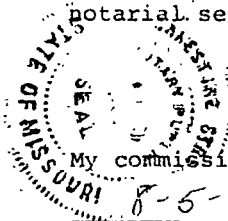


Verna Smith
Notary Public
Verna Smith

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

On this 28th day of February, 1983, personally appeared before me R. L. Erkenbeck who stated and acknowledged to me that he executed the foregoing instrument as his free act and deed.

In testimony whereof, I have hereunto affixed my signature and notarial seal this 28th day of February, 1983.



Ernestine Strohman
Notary Public
Ernestine Strohman



FILED FOR RECORD ON THE 2 DAY OF
March 19 83 AT 9
O'CLOCK 00 MIN. A M. RECORDED
IN BOOK 382 PAGE 370
ROSEMARY WALTHALL, CIRCUIT CLERK AND
EX OFFICIO RECORDER, BENTON COUNTY, MO
BY James B. England DEPUTY