

AMENDMENT TO PLAT OF CRESTVIEW, AN
ADDITION IN CLAY COUNTY, MISSOURI.

The HOME BUILDING CORPORATION, a corporation duly formed under the laws of the State of Missouri, is at this time, and has been since the 30 day of March, 1938, the owner of all the property in Crestview, an addition in Clay County, Missouri.

The Home Building Corporation did, on the 7th day of May, 1938, file in the office of the Recorder of Deeds of Clay County, Missouri, a plat covering the said addition, which plat is recorded in Book 5, at Page 76.

Since the recording of said plat, it has become necessary to make additional sewers in the said addition, and to that end it is necessary that new sewer easements be established and added to said plat.

WHEREFORE, the Home Building Corporation does hereby grant, convey and dedicate to public use the following described new sewer easements, which are to be added to and included in the plat of Crestview:

A right of way for sewer 5 feet in width, the center line of which is described as follows: Beginning at a point on the front line of Lot 5, Block 4, Crestview, which is 52 feet Southwesterly from the Northeast corner of said lot, measured along the front line of said lot; thence in a straight line to the rear corner of said lot, 70 feet east of the Northwest corner thereof.

Sewer right-of-way over the West 5 feet of Lots 11 and 14, Block 2, and the West 5 feet of Lots 17 and 20, Block 3, in Crestview.

Sewer right-of-way over the East 3 feet of Lot 2, Block 1, and the West 2 feet of Lot 3, Block 1, in Crestview.

Said easements shall run with the land, whether included in subsequent conveyances or not.

IN WITNESS WHEREOF, the Home Building Corporation has, by authority of its Board of Directors, caused this instrument to be executed by its President, and its corporate seal to be hereto affixed this 5th day of August, 1938.

(Corporate Seal) HOME BUILDING CORPORATION
By Edward F. Reyburn, President.

STATE OF MISSOURI SS
COUNTY OF JACKSON

On this 5th day of August, 1938, before me, appeared Edward F. Reyburn, to me personally known, who being by me duly sworn, did say that he is the President of the Home Building Corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said Edward F. Reyburn acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and notarial seal.
(Seal) Carrie M. Ruppelius, Notary Public.

My Commission expires: May 10, 1941.
Filed for record this 5th day of August A.D. 1938 at 2 o'clock 30 minutes P.M.
Nicholas Mosby Recorder.

DECLARATION

This Declaration, made on this 5th day of August, 1938, by the HOME BUILDING CORPORATION, the owner of all of the lots in Crestview, an addition in Clay County, Missouri,

WITNESSETH: THAT WHEREAS, the Home Building Corporation is now developing said Crestview for high class residence purposes, and it is its desire to continue the development and use of said land for such purposes, and for the creation and maintenance of a residence neighborhood possessing features of more than ordinary value to a residence community; and

WHEREAS, in order to assist it and its grantees in providing the necessary means to better enable it and its grantees to bring this about, the Home Building Corporation does now and hereby subject all the lots in Crestview to the following covenants, charges and assessments:

PUBLIC IMPROVEMENTS UNDER MANAGEMENT OF ASSOCIATION

All public improvements upon and to the land in the district, or improvement in public places shall be under the management and control of the Crestview Homes Association, as Trustee, an Association to be composed of the owners of the real estate in said district, which Association may or may not be incorporated as the members thereof may hereafter provide, but whether it is incorporated or not, it is understood and agreed that the members of said Association shall be limited to the owners of land within the boundaries of said district as it may exist from time to time. It is provided, however, that such management and control of said improvements shall at all times be subject to that had and exercised by Clay County, and by the State of Missouri, or either of them. And in addition thereto, it shall have such further powers and duties as are hereinafter set forth, all of which may be exercised or assumed at the discretion of the Association.

The Association shall be the sole judge of the qualifications of its Members and of their right to participate in its meetings.

for Declaration affecting Blocks 5, 6, 7, 8, 9, 10 and 11 District rec. Book 334, Page 243.

POWERS AND DUTIES OF THE ASSOCIATION AS TRUSTEE

The Association shall have the following powers and duties, whenever, in the exercise of its discretion, it may deem them necessary or advisable; provided, however, that nothing herein contained shall be deemed to prevent any owner from enforcing any building restriction or restrictions in his own name.

FIRST: To enforce, either in its own name, or in the name of any owner within the district, any or all building restrictions which may have been heretofore, or may hereafter be, imposed upon any of the land in said district, either in the form as originally placed thereon or as modified subsequent thereto; provided, however, that this right of enforcement shall not serve to prevent such changes, releases or modifications of restrictions or reservations being made by the parties having the right to make such changes, releases, or modifications as are permissible in the deeds, contracts, or plats, in which such restrictions and reservations are set forth, nor shall it serve to prevent the assignment of those rights by the proper parties whenever, and whenever, such right of assignment exists. The expenses and costs of any such proceedings shall, however, be paid out of the general fund of the Association, as hereinafter provided for.

SECOND: To provide for the plowing or removal of snow from the sidewalks and from the streets.

THIRD: To care for, spray, trim, protect and replant trees on all streets and in other public places where trees have once been planted except where otherwise provided for; to care for, protect and replant shrubbery and resow grass in the parks which are in the streets, or in the parks set aside for the general use of the owners in the district, or to which said owners have access and the use thereof.

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

FIFTH: To provide such lights as the Association may deem advisable on streets, parks, parkings, pedestrian ways, tennis courts, playgrounds, gateways, entrances or other features, and in other public or semi-public places.

SIXTH: To provide at suitable locations, receptacles for the collection of rubbish and for the disposal of such rubbish so collected.

SEVENTH: To provide for the maintenance of tennis courts, playgrounds, gateways, entrances, drinking fountains and other ornamental features now existing or which may be hereafter erected or created in said district in any public street or park, or on any land set aside for the general use of the owners in the district, or to which all of such owners have access and the use thereof.

EIGHTH: Construct, maintain, develop and improve sewers and sewerage disposal units.

NINTH: To exercise such control over easements as it may acquire from time to time.

TENTH: The Association shall have the right to expend the money hereinafter referred to belonging to it for any of the above purposes, and also for such other purposes not herein specifically mentioned as said Association acting through its Board of Directors may deem advisable for the general welfare of the district.

LAND ENTITLED TO BENEFITS.

No real estate shall be entitled to any of the benefits or improvements or services

provided for by this Association unless the owner or owners thereof shall have subjected their land to the terms of this agreement and to the assessments herein provided for.

METHOD OF PROVIDING GENERAL FUNDS.

For the purpose of providing a general fund to enable the said Association to perform the duties, and to maintain the improvements herein provided for, all land within the boundaries of the district above described, outside of streets, parks and other public property, shall be subject to an annual improvement assessment to be paid to the Association annually in advance by the respective owners of the assessable land subject thereto. The amount of such assessment shall be fixed by the Association from year to year, but shall be in the proportion of, but at no time in excess of two mills per annum for each square foot of all of the assessable property.

ASSESSMENTS DUE APRIL 1st of EACH YEAR.

The first assessment shall be for the fiscal year, beginning April 1, 1939, and it shall be levied prior to April 1, 1939 and shall be payable on April 1, 1939, and thereafter the annual assessments shall be due and payable on the first day of April of each year. It will be the duty of the Association to notify all owners whose address is listed with the Association on or before that date, giving the amount of the assessment when due, and the amount due on each tract of land owned by them. Failure of the Association to make the assessment prior to April 1st of each year or the next succeeding year shall not invalidate any such assessment subsequently made for that particular year, nor shall failure to levy an assessment for any one year, affect the right of the Association to do so for any subsequent year. When the assessment is made subsequent to April 1st of any year, then it shall become due and payable not later than thirty days from date of levying the assessment. Temporary assessments may be made by the Homes Association during any fiscal year, although by so doing it cannot make the total annual assessment in excess of the two mills per square foot above provided.

WHAT CONSTITUTES NOTICE.

A written or printed notice thereof, deposited in the United States Post Office, with postage thereon, prepaid, and addressed to the respective owners at the last address listed with the Association, shall be deemed to be a sufficient and proper notice for this purpose, or for any other purpose of this contract where notices are required. Failure to give such notice to said owners, shall not, however, make the lien of such assessment invalid.

LIEN ON REAL ESTATE.

The assessment shall become a lien on said real estate as soon as it is due and payable as above set forth. In the event of failure of any of the owners to pay the assessment on or before the first day of May, then such assessment shall bear interest at the rate of 8% per annum from the first day of April, but if the assessment is paid on or before the first day of May, or within thirty days from the date of assessment, if the assessment is made subsequent or prior to April 1st, for the calendar year beginning April 1st, then no interest shall be charged.

WHEN DELINQUENT.

On or after the first day of May of each year beginning May 1, 1939, or within thirty days from the date of levying the temporary or full assessment for the fiscal year for which the assessment is made, the assessment shall become delinquent, and payment of both principal and interest may be enforced as a lien on said real estate in proceedings in any court in Clay County, Missouri, having jurisdiction of suits for the enforcement of such liens. It shall be the duty of the Association to bring suit to enforce such liens

as soon as they become delinquent, or as soon thereafter as said Association may deem advisable.

TERMINATION OF LIENS.

Such liens shall continue for a period of one year from the date of delinquency and no longer, unless within such time, suit shall have been instituted for the collection of the assessment, in which case the lien shall continue until the termination of the suit, and until the sale of the property under execution of the judgment establishing same.

EXPENDITURES LIMITED TO ASSESSMENTS FOR CURRENT YEARS.

The Trustee shall at no time expend more money within any one year than the total amount of the assessment for that particular year, or any surplus which it may have on hand from the previous assessments, nor shall said Trustee enter into any contract whatever, binding the assessment of any future year to pay for any such obligations, and no such contract shall be valid or enforceable against the Association, it being the intention that the Assessment for each year shall be applied as far as is practicable, toward the paying of the obligations of that year, and that neither the trustee nor any other person shall have the power to make a contract affecting the assessment of any future or subsequent year.

OTHER LANDS HOW THEY MAY BE ADDED.

The Home Building Corporation may, from time to time, add to the district as above defined, any other land that it now owns or that it may hereafter own, provided that the land to be added to the district shall at that time be subjected and bound by all of the terms of this agreement, or any future modification thereof, with the further provision that any land which may be added from time to time to such district shall be contiguous to the district as theretofore constituted, and an intervening street shall not have the effect of breaking such contiguity within the meaning of this agreement.

ASSOCIATION TO NOTIFY MEMBERS OF ADDRESS.

The Association shall notify all owners of land in the district as it may exist from time to time insofar as the addresses of such owners are listed with the said Association, of the official address of said Association, as to what place and time regular meetings of the Association shall be held, designating the place where payments of money shall be made, and any other business in connection with said Association may be transacted, and in case of any change of such address, the Association shall notify all of the owners of the land in the district insofar as their addresses are listed with the Association, of the change, notifying them of its new address.

NEW POWERS MAY BE GIVEN.

By written consent of the owners of two thirds of the area of the district as it may exist from time to time, exclusive of area in streets, evidenced by an agreement duly executed and acknowledged and recorded in the office of the Recorder of Deeds of Jackson County, Missouri, the Association may be given such additional powers as may be desired by said owners, or to otherwise amend this instrument, provided, however, that no right to increase the rate of assessment may be so given.

TEMPORARY TRUSTEE

Prior to the actual organization or incorporation of the Association contemplated by the terms of this declaration, the Home Building Corporation shall have the right at its option to perform the duties, assume the obligations, levy and collect the assessments, expend the money and otherwise exercise the powers herein given to the Association, in the same way and manner as though all of such powers and duties were herein given direct to the Home Building Corporation.

HOW TERMINATED.

This agreement may be terminated, and all of the land now, or hereafter affected, may be released from all of the terms and provisions hereof, by the owners of two thirds of the area subject thereto, exclusive of area in streets, executing and acknowledging an appropriate agreement or agreements for that purpose, and filing the same for record in the office of the Recorder of Deeds of Clay County, Missouri, provided, however, that other means are adopted for maintenance of sewers and sewerage system in the district.

COVENANTS RUNNING WITH TITLE TO LAND.

All of the provisions of this declaration shall be deemed to be covenants running with the land, and shall be binding upon the Home Building Corporation and upon its successors, grantees and assigns.

IN WITNESS WHEREOF, the Home Building Corporation has, by authority of its Board of Directors, caused this instrument to be executed by its President, and its corporate seal to be hereto affixed this 5 day of August, 1938.

(Corporate Seal)

HOME BUILDING CORPORATION

By Edward F. Reyburn, President.

STATE OF MISSOURI
COUNTY OF JACKSON SS

On this 5th day of August, 1938, before me, appeared ^{Edward} F. Reyburn, to me personally known, who being by me duly sworn, did say that he is the President of the Home Building Corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said ^{Edward} F. Reyburn acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and notarial seal.

(Seal)

Carrie M. Ruppelius, Notary Public.

My Commission expires: May 10, 1941.

Filed for record this 5th day of August A.D. 1938 at 2 o'clock 35 minutes P.M.

Nicholas Masdy, Recorder.

**BY-LAWS
CRESTVIEW HOMES ASSOCIATION**

ARTICLE 1

MEMBERSHIP

Section 1.

(a) Any person who shall be the owner of the legal title to any lot or tract of ground and house thereon, within the limits included in Crestview, Clay County, Missouri, a subdivision as platted and recorded in the Books of Clay County, subject to state highway and county road and easements of record, shall be entitled to membership in this Association subject to the consent of the Board of Directors of the Association.

(b) In case legal title is held by a corporation, then the Board of Directors of said Corporation or its President or Vice-President may designate in writing some person to be a member of this Association and such member shall have the same rights and privileges as any other member.

(c) In case legal title is held by a minor, then the legal guardian may designate some other person to become a member and such guardian or person shall have the same rights and privileges as any other member.

(d) In case legal title is held by a wife, she may designate in writing her husband and he may become a member with the same rights and privileges as any other member.

(e) Whenever such lots or tracts of land are owned in joint tenancy or tenancy in common, the membership as to such lots shall be joint and the rights of such membership, including the voting power, shall be exercised only by the joint action of all owners of such lots or tracts respectively; provided, however, that such owners or tenants in common may designate in writing one of their members to serve as a member and when so designated such member shall have the same rights and privileges as any other member.

Section 2.

(a) No charges shall be made for the privilege of membership except the maintenance charge or assessment as set forth in the agreement which now affects a portion of the land within the above described limits, which agreement was dated August 5, 1938, and recorded in the office of the Recorder of Deeds in Clay County, Missouri at Liberty, in Book 321 at Page 313 to 318 inclusive, by Nicholas Mosby, Recorder.

(b) Membership in said Association shall be non-transferable except on transfer of legal title to the lot and then only when such transfer is made on the books of record of the Association.

Section 3.

The Association or its Board of Directors shall be the sole judge of its membership and any acts or proceedings of the Association made or done in the manner herein described shall be conclusive as against all parties. In case a member owns the legal title to one or more of such lots or tracts and conveys the title to another party, such party, with the consent of the Board of Directors by resolution may become a member of the Association and shall thereupon be entitled to all rights and benefits of membership.

Section 4.

The record holder of a membership as shown by the records of the Association shall be entitled to vote at any members' meetings of the Association, unless such membership has been, by resolution of the Directors, previously declared forfeited and void because of the transfer of the leg 1 title of the real estate within the limits of the above described land.

ARTICLE II

Administration of Association

Section 1.

The Powers of this Association shall be vested in a Board of Nine Directors who shall be members of the Association, and five shall constitute a quorum for the transaction of business.

Section 2.

(a) All Directors shall be a bona fide residents of the District above described. All Directors shall be elected to serve for two years or until their successors are elected and qualified.

(b) At each annual election there shall be elected either three Directors or four Directors as the case requires to fill the vacancies of the retiring Directors. Directors shall be elected by ballot at the annual meeting of the members.

Section 3.

Vacancies in the Board of Directors caused by resignation, death, or removal from the land first above described, shall be filled by the remaining Directors when assembled as a Board. Such appointee shall hold office until the expiration of the term of the Director whose place he has taken.

Section 4.

A director may be removed from office by a unanimous vote of the other members of the board, but only if he shall have failed to attend four (4) consecutive board meetings which are properly called and for which a quorum is in attendance. Such action shall

follow only after the board member, who is to be removed, has been given proper notice, and an opportunity to resign.

ARTICLE III

Powers and Duties of Directors

Section 1.

The Directors shall conduct, manage, and control the affairs and business of the Association and shall make all necessary rules and regulations not inconsistent with the laws of the State of Missouri or those for guidance of officers and management of the Association. They shall cause to be kept a complete record of all their minutes and acts of the proceedings of the members, and they shall present a complete statement at the regular meeting of the members, showing in detail the assets and liabilities of the Association, and the condition in general of its affairs. They shall appoint and remove at will all agents, servants, and employees of the Association, prescribe their duties, fix their compensation, and require from them security for faithful service whenever they shall, in the exercise of their discretion, believe the same necessary. The Directors shall have and exercise such other powers and duties as are set forth in these by-laws.

ARTICLE IV

Officers of the Association

Section 1.

The officers of the Association shall be a President, Vice-President, Secretary and Treasurer, which officers shall be elected by the Board of Directors and hold office for one year. The compensation and tenure of office of all the officers of the Association, other than Directors, shall be fixed and determined by the Board of Directors. The President and Vice-President must be Directors; the offices of Secretary and Treasurer may be held by the same person.

Section 2.

The President shall preside over all meetings of the members and Directors, shall sign all instruments of writing to be executed by the Association, and he may be directed by the Board of Directors, and he shall perform such other duties as are usually performed by the chief executive officer of a corporation, or as may be conferred upon him by the Board of Directors, but his authority shall at all times be subject to the control and direction of the Board of Directors.

Section 3.

It shall be the duty of the Secretary to keep a record of the Board of Directors, and of the members. He shall keep the records of the Association and he shall serve all notices required by law or by the by-laws of the Association, but in case of his absence, inability, refusal or failure to do so, then such notices may be served by any person so directed by the President or Vice-President of the Association.

Section 4.

The Treasurer shall receive and deposit in such bank or banks as the Board of Directors may direct, all funds of the Association, subject to the check of such officers as the Board of Directors shall designate.

Section 5.

The Vice-President shall have all of the powers and perform all of the duties of the President in case of death, absence from the country, or inability of the President to serve.

Section 6.

The President and Vice-President shall not receive any salary or compensation for their service.

ARTICLE V

Meetings

Section 1.

(a) The annual meeting of the members of the Association for the election of Directors and for the transaction of such other business as may come before the meeting, shall be held in Gallatin Township, Clay County, Missouri, on the second Monday in April of each year and shall be called by notice in writing mailed at least ten days prior to the date of the meeting to each member at his last known place of residence or business, unless this address shall be changed and a different address be given by such member to the Secretary of the Association, in which case such notice shall be sent to the address so given.

(b) Special meetings of the members shall be called in like manner after five days notice, by the President of the Board of Directors at his discretion, or on petition signed by twenty-five percent of the members of record, but the call for any such special meeting shall designate the purpose of the meeting.

(c) At any meeting of the members, ten members shall constitute a quorum for the transaction of business and it will be necessary for a majority of the quorum to vote for any director, resolution or proposition before the same may be declared elected or adopted except as otherwise provided in these by-laws or the agreement or declaration hereinbefore mentioned in Section 2 of Article I.

(d) If, for want of a quorum or any other cause, annual members' meeting shall not be held on the day above named, or should the members fail to complete an election of Directors, or such other business as may be presented for their consideration, those present may adjourn from day to day until the same can be accomplished.

Section 2.

(a) Regular meetings of the Board of Directors shall be held on a specified day of each month to be determined by resolution of each board, at its first meeting. Changes of this day may be made by resolution of the Board at any subsequent regular meeting. Notice of the regular meetings of the Board need not be given.

(b) The President or any two of the Directors may call a special meeting of the Directors at any time and notice shall be given of such called meetings by depositing in the United States Post Office, a written or printed notice thereof, with the postage thereon prepaid, addressed to each Director at the last address left with the Secretary, at least two days before the time of meeting, or by serving personally such notice on each Director one day before such meeting.

(c) Notices specified in this article for members need to be given only to members appearing as such on the books of the Association.

(d) All meetings of the Crestview Homes Association and its Board of Directors shall, in the absence of any instructions contained in these by-laws to the contrary, be governed by the procedure and rules in Roberts Rules of Order, Revised.

ARTICLE VI

Voting

Section 1.

At all Association meetings each member may vote either in person or by proxy. All proxies shall be in writing and filed with the Secretary. No Director, however, shall be permitted to vote at any meeting of the Directors unless he be present in person to cast his vote. In all proceedings of the members' meetings each member shall have one vote. All votes shall be by ballot unless waived by unanimous consent.

ARTICLE VII

Amendments to By-Laws

Section 1.

These by-laws may be repealed or amended, or new by-laws may be adopted, at any meeting of the members, by a vote of two-thirds of the members of the Association present at such meeting, or by the Board of Directors when thereunto authorized at any meeting of the members or by evidenced written consent of a majority of the members of the Association.

As Amended To April, 1968

**CONSENT FOR ADDITIONAL POWERS TO BE VESTED IN CRESTVIEW
HOMES ASSOCIATION, INCLUDING POWER TO INCREASE THE RATE OF
ASSESSMENTS.**

WHEREAS, by a certain declaration executed by the Homes Building Corporation, owner at the time of all lots in Crestview, an addition in Clay County, Missouri, which declaration was dated August 5, 1938, and is of record in the office of the Recorder of Deeds in Clay County, Missouri at Liberty, Missouri, the lots in Crestview, a platted addition in Clay County, Missouri, were subjected to certain covenants, charges and assessments, and among other things it was provided in said declaration that all public improvements upon and to the land in the District, or improvement in public places, should be under the management and control of the Crestview Homes Association as trustee, an Association to be composed of the home-owners in said District; and whereas, it is deemed advisable to grant additional powers to said Crestview Homes Association; and whereas, such additional powers may be granted by the written consent of two-thirds of the home-owners in the District, as it may exist from time to time, evidenced by an agreement duly executed and acknowledged, and recorded in the office of the Recorder of Deeds.

NOW, the undersigned, being the owners of two-thirds of the homes in District aforesaid, said District being blocks one (1) to eleven (11), inclusive, in Crestview, an addition in Clay County, Missouri, do hereby consent that the following additional powers shall be and are hereby vested in said Crestview Homes Association, to wit:

1. Said Crestview Homes Association shall have full power and authority to improve the streets and public ways in said District by causing the same to be paved or surfaced with such material as said Association may deem best, including any grading or other work necessary to be done in connection herewith, and including any installations necessary to obtain proper drainage, and including the repair of any paving or surfacing already installed.
2. That for the purpose of providing a general fund to enable the said Association to perform the duties and to maintain the improvements provided for in the Declaration of August 5, 1938, as well as the additional improvements in this agreement provided for, all improved land within the boundaries of the District above described, outside of the streets, parks and other public property, shall be subject to the following annual dues and assessments:
 - a. Normal Dues. The Board of Directors at the General meeting in April of each calendar year may levy dues on a monthly basis not to exceed two (2) mills per annum per square foot of all assessable property for each membership, or annual dues of two (2) mills per annum per square foot on all assessable property of each member who owns his or her home outright. The dues so levied are to be calculated on an estimated budget submitted by the Board of Directors at each annual meeting, which budget is to be based upon the operating expenses and those expenses incurred by normal maintenance of and repair to the streets, lights, sewerage disposal system, parks, drainage system, et cetera.

- b. **Special Assessments.** During any fiscal year the Board of Directors may levy special assessments in order to defray additional expenses which amount to over and above the total normal dues provided for in the preceding section for the maintenance of and repairs to the streets, lights, sewerage disposal system, et cetera. The aggregate sum of the normal dues and the special assessments shall, in no event, exceed three (3) mills per annum per square foot of all the assessable property: Provided that a special assessment may be levied by the Board of Directors during the fiscal year of April 1, 1944 to April 1, 1945: Provided, further, that such special assessment for said fiscal year shall not exceed ten dollars (\$10.00) over and above the normal dues provided for in the preceding section.
- c. **Emergency or Improvement Assessments.** In addition to the dues and special assessments provided for in the two preceding sections, the Board of Directors may levy emergency or improvement assessments for the purpose of covering emergency maintenance or repairs, or both, to the streets, lights, sewerage disposal system, parks, drainage system, et cetera, or for the improvement thereof, upon a favorable recorded vote of not less than two-thirds (2/3) of the Crestview Homes Association members present and voting at a special meeting. The aforementioned normal dues, special assessments and Emergency or Improvement assessments provided for herein shall not exceed six (6) mills per annum per square foot of the assessable property.
3. **Reserve Balance.** The Board of Directors may accumulate a reserve balance which shall consist of the amount or amounts of money not expended during the previous fiscal year or years of the sum or sums collected from normal dues, special assessments, and emergency or improvement assessments, or any of them, provided that at no time shall the reserve balance carried over from a previous fiscal year exceed one thousand dollars (\$1,000.00). This reserve balance, or a portion thereof, may, in the discretion of the Board of Directors, be used to defray the expense of operation, repair, and maintenance, or for any one or more of such purposes, of the streets, lights, sewerage system, parks, drainage system, et cetera, or to defray emergency expenses necessarily incurred.

All the provisions contained in said Declaration of August 5, 1938, as amended on _____, shall remain in full force and effect, until amended as provided in the said Declaration of August 5, 1938, filed at City of Liberty, County of Clay, State of Missouri.