

**ASSIGNMENT OF DECLARANT'S AND DEVELOPER'S RIGHTS
AND ACCEPTANCE OF RESPONSIBILITIES**

The undersigned, **Chapel Oaks Development Company, Inc.**, a Missouri corporation, hereby assigns unto **Clear Mountain Properties, L.L.C.**, a Missouri limited liability company, all **P.O. Box 220, Greenwood, MO 64034** rights retained, acquired or otherwise held, maintained or utilized by the undersigned as Declarant or Developer as those terms are defined or understood in the following recorded documents:

- 1) Declaration of Covenants, Conditions and Restrictions filed of record on March 8, 1999 in the office of the Recorder of Deeds for Jackson County, Missouri, at Independence, as Document No. 1999I0018599, as amended; said Amendments being duly recorded on August 27, 1999 as Document No. 1999I0070999, on February 24, 2000 as Document No. 2000I0010680 and on April 12, 2000 as Document No. 2000I0023310, and on October 18, 2001, as Document No. 2001-I-0084705; and
- 2) Articles of Incorporation and ByLaws of the Chapel Oaks Homes Association, as Missouri not-for-profit corporation, originally adopted on the 13th day of July, 1999 and any amendments thereto;

The rights assigned and confirmed hereunder are absolute and unconditional provided, however, such rights are limited to matters only pertaining to the following real property:

[See Schedule "A" attached hereto and incorporated herein.]

The undersigned, Clear Mountain Properties, L.L.C. hereby accepts all responsibilities of the Declarant or Developer as that term is defined under that certain instrument recorded as the Declaration of Covenants, Conditions and Restrictions duly recorded on March 8, 1999 as Document No. 1999I0018599 and any amendments thereto.

IN WITNESS WHEREOF the undersigned assignor, Chapel Oaks Development Company, Inc., and their assignee, Clear Mountain Properties, L.L.C., hereby have set their hands and seal this 19th day of March, 2001.

SCHEDULE A
TO ASSIGNMENT OF DECLARANT'S AND DEVELOPER'S RIGHTS
AND ACCEPTANCE OF RESPONSIBILITIES

The property subject of this instrument is described as follows:

Commencing at the Northwest corner of Section 16, Township 47 North, Range 31 West; thence along the North line thereof South 88 degrees 07 minutes 04 seconds East a distance of 25.00 feet; thence south 02 degrees 22 minutes 27 seconds West a distance of 20.00 feet to a point on the South right-of-way of Bailey Road as now established; thence along said right-of-way South 88 degrees 07 minutes 44 seconds East a distance of 655.00 feet to the Point of Beginning; thence continuing South 88 degrees 07 minutes 44 seconds East a distance of 1923.78 feet; thence South 2 degrees 19 minutes 52 seconds West a distance of 310.01 feet; thence South 88 degrees 07 minutes 44 seconds East a distance of 49.50 feet to a point on the East line of the Northwest Quarter of said section; thence along said East line South 2 degrees 19 minutes 52 seconds West a distance of 995.21 feet to a point on the South line of the North half of said Northwest Quarter; thence North 88 degrees 02 minutes 17 seconds West a distance of 2057.81 feet; thence North 1 degree 52 minutes 16 seconds East a distance of 1050.57 feet; thence South 88 degrees 07 minutes 44 seconds East a distance of 95.00 feet; thence North 1 degree 52 minutes 16 seconds East a distance of 251.34 feet to the Point of Beginning,

except those parts thereof described as follows:

Commencing at the Northwest corner of Section 16, Township 47 North of the Baseline, Range 31 West of the Fifth Principal Meridian in Lee's Summit, Jackson County, Missouri; thence along the North line of said section South 88 degrees 07 minutes 44 seconds East a distance of 679.83 feet; thence South 1 degree 52 minutes 16 seconds West a distance of 20 feet to a point on the South right-of-way of Bailey Road as now established and Point of Beginning; thence along said right-of-way South 88 degrees 07 minutes 44 seconds East a distance of 510.00 feet; thence South 1 degree 52 minutes 16 seconds West a distance of 1302.87 feet to a point on the South line of the North half of the Northwest Quarter of said section; thence along said line North 88 degrees 02 minutes 17 seconds West a distance of 605.00 feet; thence North 1 degree 52 minutes 16 seconds East a distance of 1050.57 feet; thence South 88 degrees 07 minutes 44 seconds East a distance of 95.00 feet; thence North 1 degree 52 minutes 16 seconds East a distance of 251.34 feet to the Point of Beginning, containing 17.54 acres, more or less, subject to easements and restrictions of record;

and

Common Use Area, described as Tract B, of NEWBERRY HOMES, a subdivision in Lee's Summit, Missouri, according to NEWBERRY 1st Plat, duly recorded in the office of the Recorder of Deeds of Jackson County, Missouri, in Independence, Missouri, subject to covenants, easements and restrictions of record.

CHAPEL OAKS DEVELOPMENT COMPANY, INC.,
a Missouri corporation

By: Ross S Barber

Its Mr. ROSS S. BARBER PRES.

STATE OF MISSOURI)
)ss:
COUNTY OF JACKSON)

On this 19th day of March, 2001, before me, the undersigned, a notary public in and for the aforesaid county and state, personally appeared Ross Barber, to me known to be the person whose name is subscribed to the foregoing instrument, and personally known to me to be the President of **Chapel Oaks Development Company, Inc.**, and acknowledges that he has executed said instrument in the capacity and for the purposes stated, as the free act and deed of said corporation.

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


Lynn Hinkle
Notary Public

My Commission Expires:
4-26-03



LYNN HINKLE
NOTARY PUBLIC - STATE OF MISSOURI
JACKSON COUNTY

Clear Mountain Properties, L.L.C.,
a limited liability company

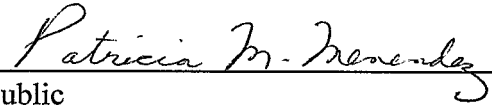
By: 

Glen H. Jones, Member

STATE OF MISSOURI)
)ss:
COUNTY OF JACKSON)

On this 20th day of March, 2001, before me, the undersigned, a notary public in and for the aforesaid county and state, personally appeared Glen H. Jones, to me known to be the same person whose name if subscribed to the foregoing instrument, and personally known to me to be a Member of **Clear Mountain Properties, L.L.C.**, and acknowledges that he has executed said instrument in the capacity and for the purposes stated, as the free act and deed of said limited liability company.

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



Notary Public

My Commission Expires:

