

Recording Date/Time: 08/01/2018 at 07:55:40 AM

Instr #: 2018L10084

Book: 2018 Page: 9976

Pages: 4

Fee: \$33.00 S



Electronically Recorded
Central Bank of Ozarks

Kelly Hall
Recorder of Deeds

Title of Document: Quit Claim Deed

Date of Document: July 31, 2018

Grantor(s): Central Bank of the Ozarks f/k/a Empire Bank
1800 S. Glenstone
Springfield, MO 65804

Grantee(s): Kelby Creek Property Owners Association
P.O. Box 1649
Nixa, MO 65714

Mailing Address(s): WHEN RECORDED, PLEASE MAIL TO:
Lee J. Viorel
901 St. Louis Street
Springfield, MO 65806

Legal Description: See Exhibit "A"

Reference Book and Page(s): Book 2009 Page 11360 Christian County

QUIT CLAIM DEED

THIS INDENTURE, Made on the 31st day of July, 2018, by and between Central Bank of the Ozarks f/k/a Empire Bank party of the **First Part**, and Kelby Creek Property Owners Association Mailing Address P.O. Box 1649, Nixa, Missouri 65714, of the County of Christian, in the State of Missouri, party of the **Second Part**.

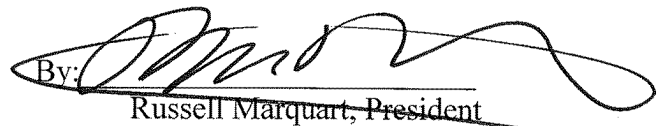
WITNESSETH, That the said party of the First Part, in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration to it paid by the said party of the Second Part, the receipt of which is hereby acknowledged, does by these presents, GRANT, BARGAIN AND SELL, CONVEY AND QUIT CLAIM unto the said party of the Second Part, its successors and assigns, the following described lots, tracts or parcels of land and improvements, lying, being and situate in the County of Christian and State of Missouri, to wit:

SEE EXHIBIT "A"

TO HAVE AND TO HOLD the premises aforesaid, with all and singular the rights, privileges, appurtenances and immunities thereto belonging, or in any wise appertaining, unto the said party of the Second Part, and unto its successors and assigns forever; so that neither the Party of the First Part nor its successors or assigns nor any other person or persons, for or in the Party of the First Part's name or on its behalf, shall or will hereafter claim or demand any right or title to the said premises, or any part thereof, but they and each of them shall, by these presents, be excluded and forever barred.

IN WITNESS WHEREOF, the said party of the First Part has hereunto set its hand the day and year first above written.

Central Bank of the Ozarks
f/k/a Empire Bank

By: 
Russell Marquart, President

STATE OF MISSOURI)
) ss.
COUNTY OF GREENE)

On this 31st day of July 2018, before me personally appeared Russell Marquart, who stated that she is the President of Central Bank of the Ozarks f/k/a Empire Bank, known to be the person who executed the within instrument on behalf of the above corporation and acknowledge to me that she executed if for the purposes therein stated.

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

Breanne Schnabel
Breanne Schnabel, Notary Public

My Commission expires: Jan. 31, 2020

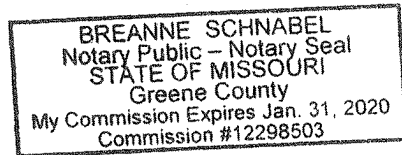


Exhibit "A"

ALL OF LOTS CA1, CA2, CA3, CA4, CA5, AND CA6 IN THE FINAL PLAT OF KELBY CREEK PHASE 1, A PLANNED UNIT DEVELOPMENT IN THE CITY OF NIXA, CHRISTIAN COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT IN BOOK H AT PAGE 703 IN THE CHRISTIAN COUNTY RECORDER'S OFFICE.

ALSO,

ALL OF LOTS CA1, CA2, CA3, AND CA4 IN THE FINAL PLAT OF KELBY CREEK PHASE 2, A PLANNED UNIT DEVELOPMENT IN THE CITY OF NIXA, CHRISTIAN COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT IN BOOK H AT PAGE 704 IN THE CHRISTIAN COUNTY RECORDER'S OFFICE.

ALSO,

ALL OF LOT 61 IN THE FINAL PLAT OF KELBY CREEK PHASE 2, A PLANNED UNIT DEVELOPMENT IN THE CITY OF NIXA, CHRISTIAN COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT IN BOOK H AT PAGE 704 IN THE CHRISTIAN COUNTY RECORDER'S OFFICE.

ALSO,

ALL OF LOTS CA1, CA2, CA3, CA4, AND CA6 IN THE FINAL PLAT OF KELBY CREEK PHASE 3, A PLANNED UNIT DEVELOPMENT IN THE CITY OF NIXA, CHRISTIAN COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT IN BOOK H AT PAGE 705 IN THE CHRISTIAN COUNTY RECORDER'S OFFICE.

SUBJECT TO:

LOT CA6 IN PHASE 3 IS SOLD SUBJECT TO THE PRIVATE ROADWAY PROVISIONS AS SET FORTH ON THE PLAT KNOWN AS EVERWOOD WAY AND IS TRANSFERRED SUBJECT TO THAT CERTAIN ROADWAY MAINTENANCE AGREEMENT RECORDED OCTOBER 21, 2016 AS INSTRUMENT 2016L14193 IN BOOK 2016 AT PAGE 14047 WITH THE CHRISTIAN COUNTY RECORDER OF DEEDS.

Recorded in Christian County, Missouri

Recording Date/Time: 10/21/2016 at 08:29:33 AM

Instr #: 2016L14193

Book: 2016 Page: 14047

Pages: 12

Fee: \$57.00 S



Electronically Recorded
Central Bank of Ozarks

Kelly Hall
Recorder of Deeds

Title of Document: Restated Everwood Roadway Maintenance Agreement

Date of Document: August 31, 2014

Grantor(s): Central Bank of the Ozarks f/k/a Empire Bank
P.O. Box 3397
Springfield, MO 65808

Grantee(s): Central Bank of the Ozarks f/k/a Empire Bank & Other lot owners

Mailing Address(s): WHEN RECORDED PLEASE MAIL TO:
Lee J. Viorel
c/o Lowther Johnson, Attorneys at Law, LLC
901 St. Louis Street, 20th Floor
Springfield, MO 65806

Legal Description: See Page 2 for Descriptions of roadway and lots encumbered

Reference Book and Page(s): Instrument #2014L06470
Book 2014 Page 6410 (Christian County)

THIS DOCUMENT SUBJECT TO ANNUAL ASSESSMENTS

RESTATED EVERWOOD ROAD MAINTENANCE AGREEMENT

THIS RESTATED EVERWOOD ROAD MAINTENANCE AGREEMENT (hereinafter "Agreement") made and entered into this 31st day of August, 2016, by **Central Bank of the Ozarks f/k/a Empire Bank** (hereinafter "Bank") which is the owner of lots (3, 4, 13, 14 and 16 Phase III Kelby Creek), and **Bill and Karen Robertson** (Lot 12 Phase III Kelby Creek), **Austin and Brandee Arndt** (Lot 11 Phase III Kelby Creek), **Adam and Kacey Elmore** (Lot 10 Phase III Kelby Creek), **Katherine A. Pankiewicz, Trustee of the Katherine A. Pankiewicz Declaration of Trust U/T/A dated February 3, 1999** (Lots 8 and 9 Phase III Kelby Creek), **Dan and Susan Carter** (Lot 7 Phase III Kelby Creek), **Paul H. Peckman and Gail S. Steuerwald Peckman as trustees of the Paul H. Peckman and Gail S. Steuerwald Peckman Revocable Trust dated May 7, 2008** (Lot 6 Phase III Kelby Creek), **Paul and Lisa Yutelser** (Lot 2 Phase III Kelby Creek), **Dennis and Glenda M. Boesiger** (Lot 17 Phase III Kelby Creek) **Andrew and Sabrina Morgan** (Lot 15 Phase III Kelby Creek), **Joshua Stewart and Breanne Stewart** (Lot 5 Phase III Kelby Creek), **Camela Cave Porter** (Lot 1 Phase III Kelby Creek) and **Keith and Stacey Webb** (Lot 18 Phase III Kelby Creek) (hereafter "Parcel Owners" too include subsequent successors and assigns).

RÉCITALS:

WHEREAS, Everwood Way is a private road situated in Kelby Creek, a planned unit development which is platted as Kelby Creek Phase III and recorded with the Recorder of Deeds for Christian County in Plat Book H Page 705 Slide 3374 and located in Nixa, Christian County, Missouri; and

WHEREAS, Everwood Way is legally described as follows:

ALL OF LOT CA6 IN KELBY CREEK PHASE 3, A SUBDIVISION IN THE CITY OF NIXA, CHRISTIAN COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF.

WHEREAS, the Parcel Owners listed above are the owners of **Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17 and 18 of Kelby Creek Phase 3, a subdivision in the City of Nixa, Christian County, Missouri according to the recorded plat thereof** and are users of the "Roadway Property" commonly known as Everwood Way and described on the Kelby Creek Phase III plat (Lot CA6) recorded with the Christian County Recorder's Office, it being the intent that all such lots be bound hereby even if the specified lots may have other roadway access; and

WHEREAS, the lot owners along Everwood Way desire to enter into this Agreement regarding the costs of maintenance and improvements to Everwood Way in the future and to make future owners aware of this Agreement; and

WHEREAS, it is agreed that future parcel owners will be bound by this Agreement in that Everwood Way is a private road and that any successor shall be so notified and bound by this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged the parties agree as follows:

1. Vehicle and Pedestrian Access Easement. The Roadway Property shall be subject to a perpetual, nonexclusive easement for ingress and egress granting access to all the Parcel Owners and their occupants, agents, employees, guests, services and emergency vehicles.

2. Utility Easements. The Roadway Property shall be subject to a perpetual, nonexclusive public utility easement for the purpose of permitting above and below ground public utilities to be installed and maintained as to the Parcel Owners abutting the Roadway Property.

3. Road Committee. A Road Committee of up to three persons shall be elected by a majority of the Parcel Owners, and will serve a term as agreed to by the Parcel Owners and can be replaced or renewed at any time by a simple majority vote of the Parcel Owners. The Road Committee shall be responsible for monitoring the condition of the road surface and initiating maintenance activities as needed to maintain the minimum road surface standards. The Committee shall keep all records for the Parcel Owners including but not limited to bank records and payment records for assessments.

4. Road Maintenance. Road maintenance and road improvements will be undertaken and made whenever necessary to maintain the road in good operating condition at all times and to insure the provision of safe access by emergency vehicles. A majority vote of Parcel Owners is required for any road improvements and to accept the bid for any road improvement contract. Before authorizing the expenditures for future road improvements, Parcel Owners will be notified by the Road Commission Agent, cost estimates will be provided, and a majority agreement will be required. If any Parcel Owner performs improvements, maintenance, repairs or replacements without the approval of the other lot owners abutting the Roadway Property prior to performing such work, the lot owner performing such work shall be liable for the entire cost thereof, unless such work is deemed an emergency. However, where emergency repairs are necessary neither majority vote nor prior approval is necessary before making such improvements or undertaking such maintenance.

5. Parking. For the safety of the Parcel Owners, no machinery, trailers, vehicles or other property may be stored or parked upon the private road except parking of vehicles for limited periods of time (not to exceed twelve hours) in length.

6. Cost Sharing. Road maintenance, snowplowing and road improvement costs shall be shared on a pro-rata basis between the Parcel Owners having access to and abutting the Roadway Property. Each Parcel Owner's share of costs incurred shall be determined as follows: Pro-rated cost share will be based upon the number of lots abutting the Roadway Property. To offset any cost and to provide a fund to be first used for such repairs and maintenance, each Parcel Owner shall pay an initial \$100 fee at the time of purchase of the lot (including builders where no construction has been done) and thereafter an annual payment of \$100 per year. The sums shall be maintained in a non-interest bearing account and entitled the "**Everwood Road Account**" for the express use of this Agreement. The initial fee shall be collected when a lot is sold by the title company and disbursed to the Everwood Road Account. Bank agrees that it will pay for the initial repair and sealing of the roadway which shall be completed during 2016. The \$100 per lot annual dues will begin in January of 2017 for each lot owner, including any bank owned lots and new lot purchases. It is the intention that any repairs be paid from monies in the account before there is any assessment on the Parcel Owners on a pro rata basis. If there is a major assessment at some point and a lot is sold any such major assessment shall be pro-rated.

7. Prepayment. Payment of the \$100 dollar annual fee for maintenance, snowplowing and improvement costs will be made to the Everwood Road Account by each Parcel Owner. Annually on or before a date as specified by the Road Commission Agent, each Parcel Owner will contribute their annual payment. The Road Commission Agent shall send each Parcel Owner a two week notice of the annual payments due.

8. Definition of Parcel. A parcel is defined as a land entity having a platted subdivision number abutting the Roadway Property. Each parcel is assessed and granted one vote regardless of the number of owners. If a parcel is owned by more than one person, all of the owners of the parcel will collectively be referred to as the "parcel owner" for purpose of this Agreement and will be entitled to one collective vote.

9. Snow Plowing. The Roadway Property shall be snowplowed as necessary so as to permit year round access. The cost shall be paid from the Everwood Road Account. Individual driveway snowplowing, if desired, will be invoiced to the parcel owners directly by the snow plow contractor.

10. Checking Account. The Road Commission Agent shall establish and maintain the Everwood Road Account with a local bank, and will prepare and distribute to the Parcel Owners an annual income and expense report and a year-end balance sheet, accounting for all funds received and disbursed.

11. Effective Term. This Agreement shall be perpetual, and shall encumber and run with the land as long as the road remains a private roadway. This Agreement shall be recorded and shall be disclosed to any subsequent purchaser and each purchaser shall acknowledge such at closing and that they are bound by this Agreement and pay their initial \$100 dollar deposit which shall be collected at close.

12. Binding Agreement. This Agreement shall be binding upon the parties hereto, their respective heirs, executors, administrators and assigns of lot owners along Everwood Way.

13. Amendment. This Agreement may be amended only by a two-thirds majority vote of all of the land owners abutting the Roadway Property.

14. Enforcement. This Agreement may be enforced by a majority of the Parcel Owners by recording a lien against any non-paying Parcel Owners and foreclosure of the same as with the statutory provisions for power of sale foreclosure, the Road Commission Agent to act as trustee. If a court action or lawsuit is necessary to enforce this Agreement, the party commencing such action or lawsuit shall be entitled to reasonable attorney fees and costs, if the party prevails.

15. Disputes. If a dispute arises over any aspect of the improvements, maintenance, repair, damages to the roadway during construction or replacement, a third party arbitrator shall be appointed to resolve the dispute. Disputes and recovery for damages shall include but not be limited to any damages created by a Parcel Owner's contractor or subcontractor that impact the roadway and the use of the roadway. When such damage occurs the Parcel Owner or their contractor is then liable for said damages. The decision of the arbitrator shall be final and binding on all of the lot owners abutting the Roadway Property. In selecting the arbitrator each lot owner shall be entitled to one vote and the person receiving a majority of votes shall be the arbitrator. All parties shall share in the cost of any arbitration. The prevailing party shall have the right to collect attorney fees and costs



State of Missouri
John R. Ashcroft, Secretary of State
 Corporations Division
 PO Box 778 / 600 W. Main St., Rm. 322
 Jefferson City, MO 65102

N00983230
Date Filed: 8/3/2018
John R. Ashcroft
Missouri Secretary of State

**Statement of Change of Registered Agent and/or Registered Office
 By a Foreign or Domestic For Profit or Nonprofit Corporation or a Limited Liability Company**

Instructions

1. This form is to be used by either a for profit or nonprofit corporation or a limited liability company to change either or both the name of its registered agent and/or the address of its existing registered agent.
2. There is a \$10.00 fee for filing this statement.
3. PO Box may only be used in conjunction with a physical street address.
4. Agent and address must be in the State of Missouri.
5. The corporation may not act as its own agent.

Charter # N00983230

1. The name of the business entity is Kelby Creek Property Owners Association

2. The address, including street and number, of its present registered office (before change) is
901 St. Louis Street, 20th Floor Springfield MO 65806
Address *City/State/Zip*

3. The address, including street and number, of its registered office is hereby changed to:
1364 S. Kingscliffe Ct. Nixa MO 65714
Address (PO Box may only be used in conjunction with a physical street address) *City/State/Zip*

4. The name of its **present** registered agent (before change) is: Lee J Viorel

5. The name of the **new** registered agent is: Everett Isaacs

Authorized signature of **new** registered agent **must** appear below:
Everett Isaacs
(May attach separate originally executed written consent to this form in lieu of this signature)

6. The address of its registered office and the address of the business office of its registered agent, as changed, will be identical.

7. The change was duly authorized by the business entity named above.

In Affirmation thereof, the facts stated above are true and correct:
 (The undersigned understands that false statements made in this filing are subject to the penalties provided under Section 575.040, RSMo)

Everett Isaacs EVERETT ISAACS
Authorized signature of officer, member, manager or, if applicable, chairman of the board *Printed Name*
President 08/03/2018
Title *Date*

Name and address to return filed document:

Name: Lowther Johnson Attorneys at Law, LLC

Address: Email: bvannatta@lowtherjohnson.com

City, State, and Zip Code: _____



State of Missouri
 John R. Ashcroft, Secretary of State

Corporations Division
 PO Box 778 / 600 W. Main St., Rm. 322
 Jefferson City, MO 65102

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Charter #: N00983230

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901 St. Louis Street, 20th Floor Springfield, MO 65806
Address *City/State/Zip*

3. The address, including street and number, of its registered office is hereby changed to:
1364 S. Kingscliffe Ct. Nixa, MO 65714
Address (PO Box may only be used in conjunction with a physical street address) *City/State/Zip*

4. The name of its **present** registered agent (before change) is: Lee J. Viorel

5. The name of the **new** registered agent is: Everett Isaacs

Authorized signature of **new** registered agent **must** appear below:

(May attach separate originally executed written consent to this form in lieu of this signature)

6. The address of its registered office and the address of the business office of its registered agent, as changed, will be identical.

7. The change was duly authorized by the business entity named above.

In Affirmation thereof, the facts stated above are true and correct:
 (The undersigned understands that false statements made in this filing are subject to the penalties provided under Section 575.040. RSMo)

Authorized signature of officer, member, manager or, if applicable, chairman of the board

Everett Isaacs

Printed Name

President

Title

8/3/18
Date

Name and address to return filed document:

Name: Everett Isaacs

Address: 1364 S. Kingscliffe Ct.

City, State, and Zip Code: Nixa, MO 65714