DECLARATION OF JOINT DRIVEWAY EASMENT

WHEREAS COBBLESTONE MANOR, LTD, a Missouri Corporation, hereinafter referred to

As COBBLESTONE, is the owner of the following described real estate, to wit:

Lots 1, 2, 3, 4, 5 and 6, COBBLESTONE FIRST PLAT, a subdivision Land in Lee's Summit, Jackson County, Missouri, according to the Recorded plat thereof,

and

WHEREAS, each of said lots is divided into four tracts, numbered 1, 2, 3, and 4 which tracts are shown on Exhibits 1, 2, 3, 4, 5 and 6 which are attached hereto and incorporated by reference in their entireties herein.

WHEREAS, it is the intention of COBBLESTONE to impress upon Tracts 1, 2, 3, and 4 of each of said Lots 1, 2, 3, 4, 5 and 6 a joint driveway easement, which easement shall thereafter run with and be appurtenant to the real estate affected thereby, for the benefit of future owners of said tracts.

NOW THEREFORE, COBBLESTONE does hereby impress upon Tracts 1, 2, 3, and 4 of Lots 1, 2, 3, 4, 5 and 6 a joint driveway easement. Each of said 6 joint driveway easements shall be joint among the owners of the four tracts of each lot.

The specific location of the easement on each tract of each lot is described on the applicable attached exhibit.

The owner of each tract (and his, her, or their heirs, successors and assigns) shall have an easement and right of way, together with the full and free right for them and their tenants, servants, visitors and licensees, in common with the owners (and their heirs, successors and assigns) of the other tracts of the lots of which said owner's tract is a part, at all times hereafter, for the purpose of ingress or egress to and from said owner's tract, to pass and repass at all times hereafter with or without automobile or other vehicles or on foot along and over the part of the real estate of the owners of the other three tracts of said the lots of which said owner's tract is a part.

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The easements granted herein are to be held by the respective future owners of each of the above described tracts, his, her and their heirs and assigns as appurtenant to the land owned of the said respective future owners, and shall run with the land.

Said easements and rights of way shall at all times be kept free and clear of any and all obstructions which might hinder ingress and egress or passage along said driveways, and the cost of maintenance and repair of the joint driveway on each of the above lots shall be borne equally among the owners of the four tracts which are a part of each of the above described lots.

If a tract owner fails to pay his, her, their proper share when due, the owners of the other tracts os said lots shall pay the share of the defaulting tract owner but shall have the right to file a lien for said share upon the tract of the defaulting tract owner, and to take legal action to enforce said lien and to collect the money owed, together with reasonable attorneys fees and court costs.

Set its name and seal		day of May, 1986.	NE MANOR, LID.	nas nereunto	
~		,,	Cobblestone Manor, Ltd.		
			By		
ATTEST:			C. G. Sisler,	President	
Wm. L. Brady	Secretary	<u> </u>			

COUNTY OF JACKSON

On this 20th day of May, 1986, before me, the undersigned, a Notary Public in and for said County and State, Personally appear <u>C. G. Sisler</u> and <u>Wm. L. Brady</u> known to me to be the same persons whose names are subscribed to the foregoing instrument, and personally known to me to be the President and Secretary, respectively of Cobblestone Manor, Ltd., and acknowledged that they executed the said instrument as their free and voluntary act as such officers, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

WITNESS my hand and notarial seal the day and year in this certificate above written

Mari Juan Tellson

Notary Public