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Dottie D. Crenshaw  
Recorder of Deeds

ANNA MEADOWS

## **Anna Meadows – Single Family Homes – Covenants and Restrictions Introduction – June 1, 2019**

WHEREAS, the subdivision named Anna Meadows is described by six (6) Plats recorded by the Lincoln County Missouri Recorder of Deeds.

**(See Exhibit A).**

WHEREAS, the Anna Meadows Home Owners Association Trustees have updated, corrected and condensed all previous Bylaws and Restrictions recorded by the Lincoln County Missouri Recorder of Deeds referenced in:

- Book 1695 Page 602
- Book 1866 Page 841
- Book 1995 Page 926
- Book 2030 Page 379

Furthermore, these Covenants and Restrictions shall supersede and replace any and all these previous versions of the Covenants and Restrictions.

WHEREAS, it is the wish and desire of the undersigned owners of said property, for purposes of benefiting said property, and for the benefit that will insure to the said owners, their successors and assigns, and to all other persons, who may hold or may own, from time to time, any of the several single family lots covered by this instrument to impose the following conditions, restrictions, provisions, and dedications thereon;

These Covenants and Restrictions shall apply to all Lots in Anna Meadows and shall continue running with the land for current and future owners.

## **Board of Trustees**

### **Section 1 – Composition of the Board of Trustees**

The lot owners in accordance with the covenants and restrictions of Anna Meadows Home Owners Association shall elect a Board of Trustees all of whom shall be lot owners in Anna Meadows. The Board of Trustees shall consist of a President, Vice President, Treasurer, and up to two (2) additional members.

Elected Trustees shall have a term of three (3) years, or until their respective successors are elected, whichever comes first. The Board of Trustees shall also constitute the Architectural Control Committee ("A.C.C.") for Anna Meadows, all single-family plats.

### **Section 2 – Architectural Control Committee:**

1. The Architectural Control Committee is charged with the responsibility of ensuring that changes proposed to any property are in harmony with the external design of the subdivision and location in relation to surrounding structures. Also, original topography created by the developer is maintained in a manner that does not interfere with or block water drainage.

2. Accordingly, no residential building, fence, wall or other structure shall be commenced, erected, or maintained upon any of the said Lots, not shall any exterior addition to or change or alteration therein be made until the plans and specifications which are to show the nature, kind, shape, height, materials, and location of same shall be submitted to and approved in writing.

There shall be a \$100.00 review fee paid to the Board of Trustees for all such reviews, which fee shall not apply to homes or improvements constructed by the Developer. This fee may be waved on a case by case basis.

3. Application to the Board of Trustees for fence or structures shall include:

- A site plan showing the proposed location of fence or storage shed to the applicant's dwelling, property lines, adjacent dwelling, property lines, adjacent dwellings and proposed screen planting.

- \$100.00 review fee shall be paid for each review of each application, this fee and all approvals must be obtained prior to construction or erection of fence or storage shed. This fee may be waved on a case by case basis.

### ***Section 3 – Covenants and Restrictions:***

Owners of all lots in Anna Meadows do hereby impose against any and all lots and property of Anna Meadows, the following Conditions, Covenants, Restrictions, Provisions, and Dedications to wit:

#### ***Section 3.1 – Land Use and Building Type:***

No lot shall be used except for single family residential purposes.

No building shall be erected, altered, placed or permitted to remain on any lot other than one single family dwelling not to exceed two stories in heights, and such other out-building customarily used as private garage, and storage space as approved by the A.C.C. or Board of Trustees as to construction materials and location on the lot.

#### ***Section 3.2 – Nuisances:***

No obnoxious or offensive activity shall be permitted upon any lot or common ground nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

Specifically noted as obnoxious or offensive, but not limited to:

- Discharging of firearms
- Potato canons/launchers
- Tennerite explosives (Binary Explosive)
- Trash left at the curb after the scheduled trash pickup
- Boats and Trailers parked in the streets or grass
- Tow Trucks parked in the street, driveway or grass
- Over the Road Tractors and/or Trailers parked in the street, driveway or grass
- Campers parked in the street, driveway or grass
- RV's/Motor Homes (Recreational Vehicles) parked in the street, driveway or grass

- Automobiles parked on grass
- Disabled and/or unlicensed vehicles parked in the street or grass

### ***Section 3.3 – Building Location:***

No building shall be located on any lot closer to the side street line than the minimum building setback line as shown on the plat of Anna Meadows or any addition thereto. The minimum said line setbacks shall be not less that described on the plat.

### ***Section 3.4 – Sewage and Water System:***

All water and sewage from household uses shall be disposed of through such system or systems as are now installed and shall be in accordance with the approved plans and specifications of all public entities having jurisdiction over the utilities and lots.

Owners are responsible for their monthly water and sewer bills

No outside toilet or latrine shall be constructed on any lot.

Exception: Portable Latrines will/can be permitted during Anna Meadows HOA sponsored outdoor events.

### ***Section 3.5 – Fuel Tanks:***

No tanks, bottles or containers for storage of oil/fuel/propane shall be erected, placed or permitted above the surface of any lot.

Exception:

Approved propane containers used specifically for BBQ pits or commercially manufactured Patio Heaters or Fire Pits are acceptable.

Extra/Additional propane tanks are to be stored in a safe and responsible manner.

### ***Section 3.6 – Private Driveways:***

All private driveways leading from streets and roadways to any garage on any lot shall be concrete, from the street or roadway to the building setback line, or with road surfacing materials comparable to the road surfacing used upon the street or roadway upon which said lot fronts and abuts.

Minimum Driveway thickness is four (4") inches of concrete with wire mesh over two (2") inches of Gravel.

### ***Section 3.7 – Signs:***

No signs, advertisements, billboards, or advertising structures of any kind shall be maintained on any residential lot.

One advertising sign of not more than five (5) square feet may be placed on any lot for the express purpose of advertising the same for sale.

The posting of political signs during Election periods is permitted. These signs must comply with the guidelines related to maximum sign size.

Political signs may be posted ninety (90) days prior to an election, but must be removed within five (5) days after the election.

No political signs/advertisements may be posted on Anna Meadows common ground

A violation of this article constitutes a \$10.00 fine, per day for every day a violation continues. Unpaid fines shall constitute a lien on the violator's home with an annual interest rate of 18 percent.

### ***Section 3.8 – Animals, Pets Livestock and Poultry:***

No animals, livestock, horses, or poultry of any kind shall be raised or kept upon any lot, except for dogs, and/or cats [not more than two (2) per lot, not to exceed a total of two (2)] which may be kept provided that they are not kept, bred, or maintained for any commercial purposes.

All pets shall be leashed. Owner is responsible for clean up of pet related waste.

Posting, picketing, chaining and/or leashing pets in the front yard is forbidden.

### ***Section 3.9 – Fencing:***

No fence or wall of any kind shall be erected, begun, or permitted to remain upon any Lot or Unit of the Properties unless approved by the Architectural Control Committee.

Fencing shall be restricted to rear yard locations.

All fencing constructed in the area between the rear property line and rear building line must be of construction commonly known as vinyl rail, wood picket, stone, brick, and decorative Metal (Aluminum, Steel, or Wrought Iron) and of a height not to exceed four (4) feet.

Fences of a height in excess of four (4) feet may be constructed to enclose a patio or swimming pool, but in no event shall such an enclosure fence be closer than five (5) feet from the side of rear property line without the express written consent of the Architectural Control Committee.

Chain Link fencing is not allowed anywhere on the lot.

Fences shall be constructed around swimming pools.

### ***Section 3.10 – Maintenance of Property:***

Each Property owner covenants and agrees to maintain their Property in a neat and proper condition and to perform all necessary repairs except where the Association is required to maintain and repair.

Each Property Owner further covenants and agrees to promptly restore, rebuild or replace all or any portions of the Lot Owner's dwelling unit and its appurtenances located on a Lot when destroyed or damaged by any cause.

Each Lot Owner further covenants that in order to guarantee performance of this covenants, such Lot Owner shall provide and maintain casualty insurance covering the Lot and Residential Unit in good and reputable companies in an amount necessary, to restore or rebuild the Residential Unit and its appurtenances.

### ***Section 3.11 – Use of Residential Homes:***

Except as may be otherwise expressly, provided in the Declaration, each Residential Unit shall be used for residential purposes only, as a residence for one housekeeping unit operating on a non-profit, non-commercial basis between its occupants.

Any home occupation conducted on any lot must be of a type permitted and approved by the governmental authority having zoning jurisdiction over the lot. If any home occupation is so permitted by the governmental authority, no sign shall be placed or erected on the lot or in any window of the dwelling, which identifies the conduct of such occupation on the lot. Notwithstanding the approval of a home

occupation by the appropriate governmental authority, no home occupation shall be conducted in any residence or on any lot without the express written approval of the Board of Trustees.

***Section 3.12 – Obstruction of Traffic:***

No fence, wall, tree, hedge, shrub, or any other type of planting or structure shall be maintained in such manner as to obstruct sight lines for vehicular traffic.

***Section 3.13 – Exterior Lighting:***

No exterior lighting shall be directed outside boundaries of a lot or grounds.

***Section 3.14 – Drainage and Slope Protection:***

No Contours, grades, or slopes which change the flow of drainage, no structure, planting, or other material shall be placed or permitted to remain, nor shall any activity be undertaken, which may materially damage or interfere with established slope ratios, create erosion or sliding problems or change the direction of flow of drainage channels, or obstruct the flow of water through drainage channels. The slope areas of each Lot shall be maintained continuously by the Owner, except for those improvements for which a public authority or utility is responsible.

***Section 3.15 – Temporary Structures:***

No structure of a temporary character, trailer, tent, shack, garage, barn, or other outbuilding shall be used on any Lot or common ground of Anna Meadows at any time as a residence temporarily or permanently.

No outbuildings, detached garages, sheds, barns, shacks, or other structures whether of temporary character or not shall be constructed or maintained on any Lot without prior approval of the Architectural Control Committee.

***Section 3.16 – Rentals and Boarders:***

Owner's shall not have the right to rent rooms, no "boarder" shall include, but not be limited to, a person who resides therein and pays rent or remuneration of kind to the Lot Owner or principal occupant;



provided, however, that live-in domestic servants shall be permitted and live-in nurses shall be permitted.

***Section 3.17 – Storage of Personal Property and Vehicles:***

Personal property including, without limitation, boats, trailers, campers, Motorized RV's (motor homes), commercial vehicles of any type, camper shells, all-terrain vehicles shall not be placed or stored permanently or temporarily on any street, backyard, side yard or front driveway overnight for more than three (3) nights consecutively per month.

The Board of Trustees may cause any item of such personal property to be towed or removed at the Owner's expense.

No side yard parking of the above mentioned vehicles is allowed on corner lots along the street side.

***Exceptions:***

Campers may be parked in the backyard of lots which border Patton Road if access to the backyard is possible.

NOTE: Only one such item of personal property is permitted per household.

- Written permission from all surrounding neighbors must be obtained and submitted to the Board of Trustees.
- Distance from the house to the property line may not be less than 15 feet.
- Campers maximum length will be limited to Twenty-four (24) feet.
- Campers MUST be parked on a Concrete Pad. A Concrete pad is required and must be approved by the Architectural Control Committee. Minimum 4" of cement over 2" of gravel with wire mesh.
- Said property must not be seen from subdivision streets. Fencing is required.

***Section 3.18 – Inoperable Motor Vehicles:***

No disabled, unlicensed, or inoperable motor vehicles shall be placed on any Lot, Common Area or street/roadway within Anna Meadows.

**Section 3.19 – Motor Vehicle Repairing:**

No repairing, body work, or painting of any motor vehicles, including passenger cars, except while in an enclosed garage, shall be permitted and only then when the repairing, body work, or painting is occurring to a motor vehicle owned by a resident dwelling on the lot on which such activity takes place.

Leaving a vehicle on blocks/jack-stands in the street or in a driveway for more than the daylight hours of a single day is strictly forbidden.

**Section 3.20 – Christmas and Holiday Decorations and Lighting:**

Christmas decorations and lighting may not be placed upon any Home prior to the weekend prior to Thanksgiving and must be removed on or before the first weekend of the following February.

**Section 3.21 – Vegetable Gardens:**

Vegetable gardens shall be governed by Rules and Regulations issued by the Board relating to thereof location, size and height.

**Section 3.22 – Storage Sheds:**

- a. Proposed location on Lot in relation to other existing structures, desired materials, color and height is to be submitted to the Architectural Control Committee for pre-approval.
- b. Location: Storage sheds are to be located only in rear yards. Additional landscaping may be required in order to lessen visual impact.
- c. Materials and Color: Materials and colors are to be compatible with the house. . In most instances this includes matching major materials such as siding and roofing, dominant colors, and construction details such as trim and pitch of roof.
- d. Heights: The highest point of shed is not exceed ten (10) feet unless approved otherwise by the Architectural Control Committee.
- e. Maximum size will be limited to 100 square feet.

**Section 3.23 – Assessments and Collection:**

The purpose of assessments described in the Declaration shall be:

- a. To Pay the expenditures incurred by the HOA such as, but not limited to, street lighting
- b. To maintain common ground and snow removal and reserve for the administration and enforcement of these articles. NOTE: Common ground includes streets and green areas.
- c. To maintain street run-off sewers.

At the time of closing of the new buyer shall pay a one-time Capital Contribution fee of \$250 to the association. After the Capital Contribution an annual assessment of \$250 per year shall be due as provided herein.

An Annual Accessment (currently not to exceed Two Hundred Fifty Dollars (\$250) per year) on each lot. This annual assessment is due on January 1<sup>st</sup> each year. The Annual Assessment is prorated from the date of purchase to December 31 of the initial year.

Special Assessments may be levied against all lots by an affirmative vote of lot owners of two-thirds (2/3) of the eligible Lots in Anna Meadows. Before any such special assessments may be imposed, the trustees of Anna Meadows must:

- a. Affirmatively vote to submit the question of a Special Assessment to the lot owners of Anna Meadows, all plats
- b. Call a special assessment of lot owners of Anna Meadows, all plats. The notice of special assessment may be by ordinary mail or hand delivery to the lot owners. The said notice shall set forth the recommended Special Assessment, its purpose or purposes, and amount. The balloting shall be counted, tabulated and the results declared in writing delivered by mail.

All delinquent assessments and late charges will become liens on the property and shall carry an annual interest rate of **18%** on the unpaid balance.

A lien may be established on any lot for which assessments are delinquent more than three (3) months by the recording of an affidavit signed by the Anna Meadows trustees and identifying the lot, the records owners thereof, and the amount of delinquent assessments at the time such document is recorded. All Attorney fees and court costs incurred by the trustees to prepare, record and file suit on the delinquent assessments shall be paid by the lot owner.

### ***Section 3.24 – Indemnification:***

The Association shall indemnify every officer and trustee against any and all expenses, including legal fees reasonably incurred by or imposed upon any officer or trustee in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Trustees) to which he or she may be party by reason of being or having been an officer or trustee, provided that any such officer or trustee has acted in good faith or in a manner reasonably believed to be in, or not opposed, to the best interest of members.

The officers and trustees shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful malfeasance, misconduct, or bad faith.

The officers and trustees shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the association (except the Association), and the Association shall indemnify, defend, and forever hold each officer and trustee free and harmless against any and all liability to others on account of any such contract or commitment. This right to indemnification shall not exclude other rights to which officer or trustee, or former officer or trustee, may be entitled. The Association must, as a common expense, maintain adequate general liability and Trustees' and Officers' liability insurance to fund this obligation, if such insurance is reasonably available. For purposes of these Covenants the term "Trustee" or "Trustees" includes the term "Director" or "Directors".

**Section 3.25 – Term:**

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them in perpetuity from the date these covenants are recorded. The Developer may change these covenants, in part or in whole, during his period of declarant control, at his sole discretion. Any change to these Covenants shall be filed with the Recorder of Deeds for Lincoln County, Missouri.

**Section 3.26 – Enforcement:**

The Board of Trustees of Anna Meadows Owners Association shall notify the owner of any lot upon which there is a violation of the restrictions herein contained or hereinafter contained. Such notice shall be in writing, delivered to the owner(s) of the lot, and the owner shall have 48 hours from the receipt of such notice to remedy the alleged violation or violations. If such violation or violations are not remedied expressly the Board of Trustees is empowered to file a lien with the Lincoln County Recorder of Deeds, which lien shall be imposed upon the lot in violation, and the amount of the lien shall be the penalty and all expenses, attorneys fees and court costs if any, incurred by the sum of \$10 for each day that the violation or violations exist.

The remedies available to the board of Trustees, including the lien herein provided, shall not be limited to such lien and to enforcement, but shall include and not be limited to, injunction and a suit for money damages.

Any failure to enforce any covenant, restriction, or limitation contained herein shall not act as nor constitute a waiver of any subsequent breach thereof. All Costs of enforcement, including but not limited to court costs, attorney fess and other costs shall be assessed against the offending lot owner or owners.

**Section 3.27 – Severability:**

Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

### **Section 3.28 – Voter and Trustee Eligibility:**

Voter/candidate eligibility is determined by following criteria:

1. All dues, current and prior, must be paid and up to date
2. Any and all outstanding liens must be resolved/paid in full.
3. Only eligible voters can run for office in the Anna Meadows Board of Trustees (HOA).

### **Section 3.29 – Changing HOA Decisions:**

Lot owners have the right to petition decisions made by the HOA.

Lot owners have 30 days after the public posting of an HOA decision to gain signatures from two thirds (2/3) of the eligible lot owners to force a vote to overturn/change a decision. Each lot is allowed only one signature.

Once the petition signatures have been verified. The HOA decision will be set aside while discussions are held to determine an alternative solution acceptable to a majority of the lot owners.

A formal vote will be taken to ratify the alternative solution.

### **Voting Procedure:**

The Issue for voter consideration accompanied by a ballot will be sent to each lot owner via USPS.

Only one vote is permitted per lot. Ballot are to be returned by the stated due date. A stamped, pre-addressed envelope will be provided.

Ballots will be counted by no less than two (2) members of the Board of Trustees assisted by the Anna Meadows Attorney-of-Record.

A Two-Thirds (2/3) majority is required to pass any proposed issue to the By Laws and restrictions.

A two-thirds (2/3) Majority constitutes 66% of all eligible voters.

Example:

- There are 159 lots in Anna Meadows. Fifty-nine (59) of those lots are ineligible (see section 3.28).
- This leaves 100 eligible votes. Sixty-six (66%) percent must be in favor the change.

Voting results will be posted on the Website. All votes will be reported as either Yay, Nay or Abstain/Missing.

***Section 3.30 – Election of Trustees:***

The election process for new Board members will begin in November prior to the completion of the three (3) year term.

Trustees shall be elected from the body of eligible lot owners.

Members of the board cannot be related to one another or be residents of the same household.

At a general meeting, Candidates for President, Vice President, Treasurer and up to two (2) additional positions will be identified.

Ballots, with the candidates' names listed and position for which they are running, will be mailed to all lot owners and must be mailed back by the deadline stated on the ballot. A stamped, pre-addressed envelope will be provided.

Ballots will be counted by no less than two (2) members of the Board of Trustees assisted by the Anna Meadows Attorney-of-Record.

Election results will be announced on the website.

A simple majority is required to elect new board Members. A Simple Majority is defined as 50% plus one (1) of the eligible votes received by the election deadline.

Example:

- There are 159 lots in Anna Meadows. Fifty-nine (59) of those lots are ineligible (see section 3.28).
- This leaves 100 eligible votes. Only seventy (70) ballots are received by close of voting. A simple majority of thirty-five (35) plus one (1) votes wins the election.

The transfer of records and HOA related materials will be completed in January after the election in previous November.

**These covenants and restrictions hereby recorded supersede and take precedence over any and all prior Declarations of Covenants and Restrictions or any and all previously recorded Bylaws of Anna Meadows.**

***Exhibit A:***

WHEREAS, the Anna Meadows Home Owners Association Trustees of the subdivision named Anna Meadows is described by six (6) Plats recorded by the Lincoln County Missouri Recorder of Deeds. The Plats are as follows:

- Anna Meadows Plat: 1 Recorded in Book: 14 Page: 107
- Anna Meadows Plat: 2 Recorded in Book: 14 Page: 188
- Anna Meadows Plat: 3 Recorded in Book: 14 Page: 261
- Anna Meadows Plat: 4 Recorded in Book: 14 Page: 269
- Anna Meadows Plat: 5 Recorded in Book: 14 Page: 272
- Anna Meadows Plat: 6 Recorded in Book: 14 Page: 280



**Trustees of Anna Meadows (Grantees)**

By: Mike Davis, President

Signature *Mike Davis*

By: Robert Simmons, Vice President

Signature *Robert Simmons*

By: Kate Williams, Treasurer

Signature *Kathryn (Kate) Williams*

By: Ken Enz, Board Member

Signature *Ken Enz*

State of Missouri )

) Ss.

Lincoln County )

On this 7<sup>th</sup> day of July, 2019, before me, Dee Ann Rice a Notary Public  
Notary Public

In and for said state, personally appeared Michael Davis, President;  
Printed Name Title

Robert Simmons, V.P.;  
Printed Name Title

Kathryn (Kate) Williams, Treasurer;  
Printed Name Title

Kenneth Enz, B. Member;  
Printed Name Title

of the present Mike Davis, Robert Simmons, Kate Williams, and Ken Enz **Trustees of Anna Meadows**, acting pursuant to the terms and provisions of subdivision Indenture of record and amendments thereto of record, if any, to me known to the person described in and who executed the same as his/her free act and deed for the **Trustees of Anna Meadows**.

INWITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and state aforesaid, the day and year first above written.

*Dee Ann Rice*  
Notary Public

My Term Expires  
June 10<sup>th</sup>, 2019

