

ANNEXATION OF LAKE RIDGE MEADOWS,
5th PLAT, LOTS 227 thru 291
TO THE
DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS

WITNESSETH:

WHEREAS, LAKE RIDGE DEVELOPMENT CO., as "Declarant", did on the 25th day of August, 1992, execute a document entitled, "Declaration of Covenants, Conditions and Restrictions of Lake Ridge Development Co.", herein the "Declaration", wherein Declarant, as the owner of the following described real property, to-wit:

Lots 1 through 77, LAKE RIDGE MEADOWS, 1st Plat, a subdivision in Lee's Summit, Jackson County, Missouri, according to the recorded plat thereof,

did impose, certain covenants, conditions and restrictions upon the development, ownership, maintenance and usage of said real property as more particularly set forth therein;

WHEREAS, the Declaration was filed for record and recorded in the office of the Director of Records for Jackson County, Missouri, at Independence on the 27th day of August, 1992, in Book I2283 beginning at Page 687 as Document No. I1129158;

WHEREAS, by instrument titled "Annexation of Lake Ridge Meadows, 2nd Plat, Lots 78 thru 150 to the Declaration of Covenants, Conditions and Restrictions" dated June 10, 1993, recorded June 15, 1993, as Document No. I1192893 in Book I2405, beginning at Page 81, Lots 78 thru 150 were annexed into and made a part of the property covered by the terms and conditions of the Declaration;

WHEREAS, by instrument titled "Annexation of Lake Ridge Meadows, 3rd Plat, Lots 151 thru 160 and 163 thru 226 to the Declaration of Covenants, Conditions and Restrictions" dated December 10, 1993, recorded December 21, 1993, as Document No. I1239557 in Book I2493, beginning at Page 837, Lots 151 thru 160 and 163 thru 226 were annexed into and made a part of the property covered by the terms and conditions of the Declaration;

WHEREAS, by instrument titled "Annexation of Lake Ridge Meadows, 4th Plat, Lots 161 and 162 to the Declaration of Covenants, Conditions and Restrictions" dated May 10, 1994, recorded May 17, 1994, as Document No. I1275364, in Book I2559, beginning at Page 2272, Lots 161 and 162 were annexed into and made a part of the property covered by the terms and conditions of the Declaration;

WHEREAS, Article II of the Declaration, titled "Annexation of Additional Properties", provides in substance, that so long as Declarant continues to own any lot subject to this Declaration, whether originally included herein or subsequently annexed hereto, if the Declarant, alone or in conjunction with other parties, develops additional lands within the immediate vicinity of and contiguous to, or immediately adjacent to a public road or area which is contiguous to, the heretofore described land subject to this Declaration, or other land hereafter annexed to the heretofore described land, such additional lands may be annexed to said property (and the terms and conditions of this Declaration) by the execution by Declarant of a written annexation instrument and the recording of same;

WHEREAS, Declarant as the owner thereof, is now developing additional land which is in the immediate vicinity of and which lies contiguous to or immediately adjacent to a public road or area which is contiguous to the land described in the Declaration, or the land previously annexed thereto, being described as follows, to-wit:

LAKE RIDGE MEADOWS, 5th Plat, Lots 227 thru 291, a Subdivision in Lee's Summit, Jackson County, Missouri, according to the recorded plat thereof;

WHEREAS, Declarant is the owner of all of the lots described aforesaid and contained within the 5th Plat of Lake Ridge Meadows;

WHEREAS, Declarant continues to own lots subject to the Declaration;

WHEREAS, Declarant, in its capacity as the Declarant, is desirous of causing LAKE RIDGE MEADOWS, 5th Plat, Lots 227 thru 291, to be annexed to the land now covered by the Declaration;

WHEREAS, Declarant also wishes to impose the Use Restrictions contained in Article VIII of the Declaration as having specific application to LAKE RIDGE MEADOWS, 5th Plat, Lots 227 thru 291.

NOW, THEREFORE, LAKE RIDGE DEVELOPMENT CO., as the Declarant does hereby unanimously approve, does hereby assent to and does hereby declare the Annexation of;

"LAKE RIDGE MEADOWS, 5th Plat, Lots 227 thru 291, a subdivision in Lee's Summit, Jackson County, Missouri, according to the recorded plat thereof," to

"Lots 1 through 77, LAKE RIDGE MEADOWS, 1st Plat, a subdivision in Lee's Summit, Jackson County, Missouri, according to the recorded plat thereof," and "LAKE RIDGE MEADOWS, 2nd Plat, Lots 78 thru 150, a subdivision in Lee's Summit, Jackson County, Missouri, according to the

recorded plat thereof, " and "LAKE RIDGE MEADOWS, 3rd Plat, Lots 151 thru 160 and 163 thru 226, a subdivision in Lee's Summit, Jackson County, Missouri, according to the recorded plat thereof," and "LAKE RIDGE MEADOWS, 4th Plat, Lots 161 and 162, a subdivision in Lee's Summit, Jackson County, Missouri, according to the recorded plat thereof."

as a part of same, and subject to all of the terms, conditions, covenants, reservations, restrictions, liens and charges which are contained in the "Declaration of Covenants, Conditions and Restrictions of Lake Ridge Development Co." executed August 25, 1992, and recorded August 27, 1992, as Document No. I1129158 in Book I2283 beginning at Page 687 of the records of the Director of Records for Jackson County, Missouri, at Independence, in accordance with and pursuant to the authority granted in Article II of said Declaration.

USE RESTRICTIONS

The "Use Restrictions" contained in Article VIII of the Declaration are hereby adopted as and for the use restrictions pertaining to LAKE RIDGE MEADOWS, 5th Plat, Lots 227 thru 291, as fully though and as effectively as if said Lots 227 thru 291 had been included in and a part of the land originally described in Section 1 of Article VIII of the original Declaration.

GENERAL PROVISIONS

In all other respects, LAKE RIDGE MEADOWS, 5th Plat, Lots 227 thru 291, shall be subject to all the terms of the Declaration as originally executed and as heretofore or hereafter amended or modified according to the amendment or modification terms contained therein.

IN WITNESS WHEREOF, the said LAKE RIDGE DEVELOPMENT CO., by its duly authorized officers has caused this instrument to be executed this 10th day of August, 1994.

LAKE RIDGE DEVELOPMENT CO.

By: _____


President, James H. Tharp



ATTEST:


Secretary, Bruce W. Barnhart

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

On this 10th day of August, 1994, before me appeared James H. Tharp, who, being by me duly sworn did say: that he is the President of LAKE RIDGE DEVELOPMENT CO., a corporation of the State of Missouri, 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 James H. Tharp acknowledged said instrument to be the free act and deed of said corporation.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal at my office in Blue Springs, Missouri, the day and year first-above written.

Diana D. Jones

Notary Public
DIANA D. JONES

My Commission Expires:

DIANA D. JONES
Notary Public Notary Seal
STATE OF MISSOURI
Jackson County

My Commission Expires: September 5, 1997

(STATE OF MISSOURI)
(COUNTY OF JACKSON) SS
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I2597P 324 JR.
DIRECTOR OF RECORDS

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DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
LAKE RIDGE DEVELOPMENT CO.

THIS DECLARATION, made on the date hereinafter set forth by LAKE RIDGE DEVELOPMENT CO., a Missouri Corporation, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in the City of Lee's Summit, County of Jackson, State of Missouri, which is more particularly described as:

Lots 1 through 77, LAKE RIDGE MEADOWS, 1ST PLAT, a Subdivision in Lee's Summit, Jackson County, Missouri, according to the recorded plat thereof.

AND, WHEREAS, Declarant desires to place certain protective covenants, conditions, restrictions, reservations, liens and charges on said property, as hereafter set forth, and such other property as may subsequently be subjected hereto, for the use and benefit of Declarant, its grantees and assigns; and

WHEREAS, the Declarant desires to provide for the preservation and enhancement of the property values, amenities and opportunities in a residential subdivision to be developed in the aforesaid area and for the maintenance of the property and the improvements thereon, and such other property as may be subsequently subjected hereto, and to this end desires to subject the real property heretofore described, to the covenants, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

WHEREAS, the Declarant has deemed it desirable, for the efficient preservation of the environment, values and amenities in said property, to create an agency to which should be delegated and assigned the powers of owning, maintaining and administering the community properties and facilities and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created, and promoting the recreation, health, safety and welfare of the residents; and

WHEREAS, the Declarant has incorporated or caused to be incorporated or will cause to be incorporated under the laws of the State of Missouri, LAKE RIDGE MEADOWS HOMEOWNERS ASSOCIATION, INC.,

as a not-for-profit corporation for the purpose of exercising the functions aforesaid;

NOW, THEREFORE, Declarant hereby declares that all of the property described above and any property subsequently annexed by separate Declaration hereto, shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, all of which are for the purpose of enhancing and protecting the value, desirability, and attractiveness of said property. These easements, covenants, restrictions and conditions shall run with the real property and shall be binding on all parties having or acquiring any right, title or interest in the described property or any part thereof, their heirs, successors and assigns and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to the LAKE RIDGE MEADOWS HOMEOWNERS ASSOCIATION, INC., its successors and assigns.

Section 2. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the members of the Association.

Section 3. "Declarant" shall mean and refer to LAKE RIDGE DEVELOPMENT CO., its successors and assigns.

Section 4. "Lot" shall mean and refer to any separately numbered plot of land shown upon any recorded subdivision map of the Property excepting the Common Area.

Section 5. "Maintenance" shall mean the exercise of reasonable care to keep buildings, landscaping, lighting and other related improvements and fixtures in a condition comparable to their original condition, normal wear and tear excepted. Maintenance of landscaping shall further mean the exercise of generally accepted garden management practices necessary to promote a healthy, weed-free, environment for optimum plant growth.

Section 6. "Member" shall mean and refer to every person or entity who holds membership in the Association.

Section 7. "Mortgage" shall mean a conventional mortgage or a deed of trust.

Section 8. "Mortgagee" shall mean a holder of a conventional mortgage or a beneficiary under or holder of a deed of trust.

Section 9. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot or other land which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 10. "Property" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association, and these restrictions, as hereinafter provided.

Section 11. "Supplementary Declaration" shall mean and refer to any declaration of covenants, conditions or restrictions which may be recorded by the Declarant which contains some complementary provisions in relation to the Property or any portion thereof as authorized herein and is reasonably related to the general welfare of the Owners and occupants within the Property or the portion thereof affected by same.

ARTICLE II

ANNEXATION OF ADDITIONAL PROPERTIES

Section 1. So long as Declarant continues to own any lot subject to this Declaration, whether originally included herein or subsequently annexed hereto, if the Declarant, alone or in conjunction with other parties, develops additional lands within the immediate vicinity of and contiguous to, or immediately adjacent to a public road or area which is contiguous to the heretofore described land subject to this Declaration, or other land hereafter annexed to the heretofore described land, such additional lands may be annexed to said property (and the terms and conditions of this Declaration) by the execution by Declarant of a written annexation instrument and the recording of same.

Section 2. Following the conveyance by Declarant of all Lots subjected now or hereafter to this Declaration, any annexation of additional property to be made subject to this Declaration shall require the assent of two-thirds (2/3) of all Class A votes cast at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting. The presence of members or of proxies entitled to cast sixty percent (60%) of the votes of the aforesaid class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called subject to the notice requirement set forth above and the required quorum at such subsequent meeting shall be one-half (1/2) of the required quorum of the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days

following the preceding meeting. In the event that the requisite number of votes are not represented, in person or by proxy, members not present may give their written assent to the action taken thereat.

ARTICLE III

ASSOCIATION MEMBERSHIP

Every person or entity that is a record owner of a fee or undivided fee interest in any Lot which is subject to covenants of record, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. No Owner shall have more than one membership. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to covenants of record. Ownership of such Lot shall be the sole qualification for membership.

ARTICLE IV

VOTING RIGHTS

The Association shall have two classes of voting membership.

Class A. Class A members shall be all Owners with the exception of the Declarant or its successors or assigns. Class A members shall be entitled to one (1) vote for each Lot in which they hold the interest required for membership by Article III. When more than one person holds such interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member shall be the Declarant. The Class B member shall be entitled to five (5) votes for each Lot in which it holds the interest required for membership by Article III. Class B membership may be converted to Class A membership, as to any Lots, at the option of Declarant, by delivery of a written notice to the President of the Association, and shall in any event cease to exist, and all Lots owned by the Declarant shall become the subject of Class A membership, on January 1, 2003.

ARTICLE V

POWERS AND DUTIES

In addition to any and all powers, rights and privileges

granted to a Missouri not-for-profit corporation, the Association shall have the following powers and duties whenever in the exercise of its discretion it may deem them necessary or advisable:

(1) To enforce, in its own name, any covenants, conditions or restrictions which may now or may hereafter be imposed upon any of the Property. The expenses and costs of any such proceeding may be paid out of the general fund of the Association.

(2) To maintain, plant, care for, spray, trim, protect and replant trees, grass, shrubs and other landscaping on all streets in public places in or near the Property, or in the common areas.

(3) To provide and maintain such lights as the Association may deem advisable on the streets, areas dedicated to the public or for the use of this Association, gateways, entrances or other features.

(4) To provide for cleaning of streets, gutters, catch basins, sidewalks and pedestrian ways, and for the repair and maintenance of storm water detention facilities and all appurtenant storm water drainage facilities.

(5) To provide uniform rules and regulations for the collection of garbage and rubbish and for the disposal of such garbage and rubbish as is collected and to provide a uniform method for the collection and disposal of garbage and rubbish from the residences of the members.

(6) To provide for the establishment, operation and maintenance of parks, playgrounds, community center, recreational facilities, gateways and entrances, fountains, streams, all ornamental features and the equipment thereof on any land set aside for the general use of the public and the owners, or to which all such owners have access and use thereof; and to provide for the maintenance of natural water courses within the Property.

(7) To obtain liability insurance insuring the Association.

(8) To obtain workers' compensation insurance to the extent necessary to comply with applicable law, and any other insurance deemed necessary by the board of directors of the Association.

(9) To obtain a standard fidelity bond covering all members of the board of directors of the Association and all other employees of the Association in an amount to be determined by the board of directors.

(10) To mow, care for, and maintain, and to cut and remove weeds and grass from 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.

(11) To acquire and own the title to such real estate as may be reasonably necessary in order to carry out the purposes of the Association, and to pay taxes on such real estate as may be so used by it. To pay such taxes as may be assessed against any common area. To borrow money, to mortgage, pledge, deed in trust or hypothecate any or all its real or personal property as security for debts incurred or money borrowed.

(12) To enter into such agreements with other Homes Associations, municipalities, political subdivisions, individuals and corporations in order to implement the purposes of the Association and to provide such improvements for the benefit of the owners and members of this Association within the purview of this Declaration.

ARTICLE VI

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Property, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in any deed or other conveyance, is deemed to covenant and agree to pay to the Association, following the date of commencement of Annual Assessments as provided in Section 6 of this Article VI: (1) annual assessments or charges, and (2) special assessments for capital improvements; such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and such costs of collection thereof, including reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest, costs and reasonable attorney's fees shall also be the personal obligation of the person or persons who were the Owner or Owners of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to such owner's successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents in the Property, and for the maintenance, repair and services listed in Article V hereof, and for any other purpose which is necessary or desirable for the maintenance and improvement of the Property and common area or which is of general benefit to the Owners and occupants.

Section 3. Annual Assessments. Until January 1 of the year immediately following the conveyance by Declarant of the first Lot to an Owner, the maximum annual assessment shall be Fifty and No/100 Dollars (\$50) per Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot by Declarant to an Owner, the annual assessment may be increased in any year without a vote of the membership by an amount not in excess of Five percent (5%) of the prior year's maximum assessment.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot by Declarant to an Owner, the maximum annual assessment may be increased above that allowed by the immediately preceding subparagraph by a vote of the Members for the next succeeding two (2) years and at the end of each such period of two (2) years, for each succeeding period of two (2) years, provided that any such change shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than 30 days nor more than 60 days in advance of the meeting setting forth the purpose of the meeting. The limitations hereof shall not apply to any change in the maximum and basis of the assessments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation.

(c) The board of directors of the Association shall fix the maximum annual assessment at an amount not in excess of that provided in subparagraph (a) above.

Section 4. Special Assessments for Capital Improvements In addition to the annual assessments authorized above, the Association may levy in any assessment year, a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of any capital improvement upon the Property, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for any Action Authorized Under Section 3 and 4. Written notice of any meeting called for the purpose of taking any action requiring membership approval under Section 3 or 4 shall be sent to all Members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled

to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to an individual Lot; on the first day of the month following the next succeeding transfer of title following the original conveyance by Declarant, provided that a conveyance of each such lot by Declarant to a successor Declarant shall not be deemed an original conveyance; or upon the first day of the month following the issuance of a certificate of occupancy or similar certificate for the improvements on the Lot by appropriate authority approving the occupancy of a dwelling on such Lot, whichever shall first occur. The first annual assessment shall be prorated according to the number of months remaining in the calendar year following the commencement date. The board of directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the board of directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 7. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of Ten percent (10%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property, and interest, costs and reasonable attorney's fees of any such action shall be added to the amount of such assessment.

Section 8. Subordination of the Lien to Mortgages. The lien of assessments provided for herein shall be subordinate to the lien of any first mortgage or first deed of trust. Sale or transfer of any Lot shall not affect the assessment lien; provided, however, that in the event of default in the payment of any obligation secured by such mortgage or deed of trust such subordination shall apply only to the assessments or installments thereof which shall become due and payable prior to the sale of such property pursuant to a foreclosure of such mortgage or pursuant to power of sale under such deed of trust, or prior to a

conveyance to the mortgagee or holder of the deed of trust in lieu of foreclosure. Such sale or conveyance in lieu of foreclosure shall not relieve such property from liability for assessments or installments thereof thereafter becoming due nor from the lien of any such subsequent assessments or installments.

Section 9. Exempt Property. The following Property subject to this Declaration shall be exempt from the assessments created herein; (a) all properties dedicated to and accepted by a local public authority; and (b) the Common Area.

ARTICLE VII

ARCHITECTURAL CONTROL

Section 1. Conditions. No improvements, alterations, repairs, excavations, changes in grade or other work which in any way alters the exterior of any property or the improvements located thereon from its natural or improved state existing on the date such property was first conveyed in fee by the Declarant to an Owner shall be made or done without the prior approval of Declarant, so long as Declarant continues to own any Lot now or hereafter subjected to this Declaration. No building, fence, wall, swimming pool, residence, or other structure shall be commenced, erected, maintained, improved, altered, made or done without the prior written consent of Declarant, so long as Declarant continues to own any Lot now or hereafter subjected to this Declaration.

Section 2. The Architectural Review Board. An Architectural Review Board consisting of three or more persons shall fulfill the functions of Declarant, as set forth in this Article VII at such time as the Declarant ceases to own any Lot now or hereafter subject to this Declaration or assigns or delegates such authority. Such Board shall be appointed by the board of directors of the Association.

Section 3. Purpose. Declarant or the Architectural Review Board as applicable, shall regulate the external design, appearance, use, location and maintenance of the Property and of improvements thereon in such a manner so as to preserve and enhance values and to maintain a harmonious relationship among structures and the natural vegetation and topography.

Section 4. Procedures. In the event Declarant or the Architectural Review Board, as applicable, fails to approve, modify or disapprove in writing an application within thirty (30) days after plans and specifications in writing have been submitted to it, in accordance with adopted procedures, approval will be deemed granted. The applicant may appeal an adverse Architectural Review Board decision to the board of directors, which may reverse or modify such decision by a two-thirds (2/3) vote of the Directors.

No appeal may be taken from a decision of Declarant.

ARTICLE VIII

USE RESTRICTIONS

Section 1. Use of Land. None of said Lots 1 through 77, LAKE RIDGE MEADOWS, may be improved, used or occupied for other than private single family residential purposes (except for model homes used by the Declarant) and no flat, duplex or apartment house, although intended for residential purposes, may be erected thereon. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any portion of any Lot at any time as a residence, either temporarily or permanently. No Lot may be improved, used or occupied for purposes other than as provided by applicable zoning laws and restrictions filed of record in relation thereof.

Notwithstanding any other provision of this Article, it shall be expressly permissible for the Declarant and its contractors and subcontractors to maintain, during the period of construction of any improvements upon any Lot, such facilities as in the sole opinion of the Declarant may be reasonably required, convenient or incidental to the construction of such improvements.

Section 2. Height Limitation. Any resident erected on any of said Lots, shall not be more than two (2) levels in height, above ground, provided that a residence more than two (2) stories in height may be erected on any of said Lots with the written consent of Declarant or the Architectural Review Board, after its appointment.

Section 3. Minimum Size Requirements. (a) No true ranch shall have a main floor area of less than 1,200 square feet, exclusive of porches, garages and breezeways. (b) No raised ranch or other house plan with basement garages shall have less than 1,300 square feet in the main living area. (c) One and one-half (1 1/2) story residences with attached garages shall not have less than 900 square feet on the ground floor, nor less than 1,600 square feet total. (d) No split-level plans shall be built having less than 1,300 square feet on the two main levels. (e) No two story residence shall be built with less than 900 square feet on the ground level, but in no event less than 1,600 square feet total. (f) No residence giving the appearance of a two story, where part of the footage is basement used for living, shall have less than 1,200 square feet total on the main living area. (g) Any other house plan or modification not covered above shall be submitted to the Plans Examiner of the Declarant.

Section 4. Above Ground Pools Prohibited. No above ground swimming pools shall be erected, installed, constructed and/or

maintained by an Owner on any Lot.

Section 5. Building Lines. No dwelling or residence shall be located nearer to the front Lot lines or side Lot lines than as indicated on the recorded plat map of the property. Declarant reserves the right to permit the construction of a dwelling on said property on any Lot two feet nearer to any street line which abuts such Lot by executing and recording a proper instrument in writing changing the building setback line.

Section 6. Garages. Each residence shall have an attached or basement private garage for not less than two (2) nor more than three (3) cars. The driveway on each Lot shall contain sufficient paved area for the off street parking of at least two (2) cars. All garages facing any street must be equipped with doors which shall be kept closed as much as practicable to preserve the appearance of the elevation of the house fronting on the street.

Section 7. Hard Surfaced Driveways Required. Every residence shall be serviced by a hard surfaced dust free driveway which shall provide access across the residence owner's property from a dedicated road to the residence's garage. Such driveway shall be paved with a concrete or asphalt or similar surface. No gravel, chat, fly ash, dirt or similar driveway surface shall be allowed.

Section 8. Roofing Material. All roofing shall be wood shingle or asphalt roofing limited to asphalt roofing with the appearance of weathered gray, the exact color and texture of which shall be approved in writing by Declarant or the Architectural Review Board as applicable. Any other materials needed due to the pitch of a roof must be submitted to the Declarant or the Architectural Review Board for approval as applicable.

Section 9. Exterior Finish. All residences shall be required to have a front exterior finish composed predominately of brick, wood siding, wood shingles, masonite, stucco, brick veneer, brick or stone or a combination thereof which finish shall be specified in the plans and specifications submitted for approval under the requirements of Article VII on Architectural Control. (Any deviation from the foregoing requirements shall be based upon a specific request to the Declarant for relief from the foregoing requirement at the time of the submission of plans per Article VII. The Declarant reserves to itself under the provisions of Article VII the authority to waive the foregoing requirements in its discretion exercised on a case by case basis. The decision of the Declarant shall, in any event, be final).

Section 10. Outbuildings Regulated. Declarant reserves the right to regulate and control the erection, construction or placement of any outbuilding on any of the Lots. The construction of any barns or storage sheds is discouraged, provided however,

that Declarant may, in its discretion, grant approval pursuant to Article VII for the erection of one such outbuilding on a Lot provided that such outbuilding is erected from materials and is an architectural style which is consistent with the residence already erected on such Lot. The construction of appropriate pool houses or gazebos or ornamental structures is not discouraged by Declarant, provided however that any construction, erection or placement of same is subject to the advance Architectural Control requirements of Article VII.

Section 11. Commercial Activity Prohibited. No commercial activity of any kind shall be conducted on any Lot, but nothing herein shall prohibit the carrying on of promotional activities by the Declarant or other builders for the sale of new construction.

Section 12. Uncompleted Structures. No building shall be permitted to stand with its exterior in an unfinished condition for longer than nine (9) months after commencement of construction. In the event of fire, windstorm, or other damage, no building shall be permitted to remain in a damaged condition longer than five (5) months. No building shall be occupied until the exterior shall have been completed and a certificate of occupancy or occupancy permit or similar certificate is issued by applicable authorities.

Section 13. Easements. Easements for installation and maintenance of utilities and drainage facilities are and will be reserved by Declarant as shown on the recorded plat of said land. Such easements shall include the right of ingress and egress for construction and maintenance purposes. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each Lot and all improvements in it shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utility company is responsible.

Section 14. Nuisances. No noxious or offensive activity shall be carried on upon any portion of the Property, nor shall anything be done thereon that may be or become a nuisance or annoyance to the neighborhood.

Section 15. Utilities. Water, gas, lights, telephone and other utilities shall be located underground on each residential Lot, except perimeter Lots and other tracts of land.

Section 16. New Construction. All residences and other buildings permitted hereby on residential Lots shall be initially new construction. No building shall be moved onto any of such Lots.

Section 17. Resubdivision of Lots Restricted. None of the Lots hereby restricted shall be replatted or resubdivided by the Owner or Owners thereof.

Section 18. Animals Prohibited. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lots except that dogs, cats or other household pets, not to exceed a total of two (2) such pets in number may be kept, provided they are not kept, bred or maintained for any commercial purpose. In no event shall such animals be kept on any Lot if they unreasonably disturb the Owner residents of any other Lot. All animals shall be confined on the Owner's Lot and for the mutual benefit of all the Owners, no animal shall be allowed or permitted on the Common Area except when on a leash or when in direct and constant control of the Owner thereof or a member of his family.

Section 19. Advertising Prohibited. No advertising signs (except one of not more than nine (9) square feet "For Sale" or "For Rent" sign per Lot), billboards, unsightly objects, or nuisances shall be erected, placed or permitted to remain on any Lot, nor shall any Lot be used in any way for any purpose which may endanger the health or unreasonably disturb the Owner of any Lot or any resident thereof. No business activities of any kind whatsoever, shall be conducted on any Lot or on any portion of any Lot, provided, further however, that the foregoing covenants shall not apply to the business activities, signs and billboards of the Declarant or the construction and maintenance of structures by the Declarant or other builders of residential structures during the construction and sale period, and of the Association, in furtherance of its powers and purposes as set forth in these Articles.

Section 20. Screening Required. All equipment, trash cans, garbage cans, wood piles and storage piles shall be kept screened by adequate planting or fencing so as to conceal them from view of neighboring Owners of Lots. All rubbish, trash, or garbage shall be regularly removed from each Lot, and shall be kept in sanitary containers. No clothes lines shall be permitted and no trash burning shall be permitted on any Lot.

Section 21. Antennas Prohibited. No exterior television or radio antennas of any sort shall be placed, allowed or maintained on any portion of any Lot.

Section 22. Storage Tanks. No tank for the storage of fuel may be maintained on any Lot.

Section 23. Automotive Repair Prohibited. No automotive repair or rebuilding or any other form of automotive manufacture, whether for hire or otherwise, shall occur on any Lot or Common Area hereby restricted.

Section 24. Parking and Storage of Vehicles Prohibited. No school buses, tractors, trucks over 3/4 ton, recreational vehicles, boats, unmounted campers, trailers, unlicensed or inoperable or partially disassembled automobiles or other motor vehicles or trailers shall be regularly parked in the open on any Lot or at the curb and in any event not more than 12 hours at any one time.

Section 25. Trash. No trash, refuse, grass clippings or ashes shall be thrown, dumped or placed upon any undeveloped portions of the Property.

Section 26. Fencing. No fencing material shall be used or approved within the Property unless the same is made and installed out of wooden fencing material or material pre-approved pursuant to Article VII. No fencing walls shall be installed or hedges planted on any restricted Lot, forward of the rear of any residence constructed thereon.

Section 27. Sewers. All improvements shall be connected with the sanitary sewer which is now or shall be constructed to serve the above premises. No other sanitary provision, septic tank or other device for sewage shall be installed or permitted to remain on any lot.

Section 28. Water Runoff. No structure, fence, or other facility shall be erected which will obstruct the floodwater or stormwater, and no shrubbery or trees shall be planted or changes made to the prescribed grades and contours of the specified floodwater or stormwater runoff channels which will obstruct or impede stormwater flow in such channels.

Section 29. Dual Fuel Subdivision. The subdivision or additions thereto shall be developed as a dual fuel subdivision, with both natural gas and electric services available, and the residences constructed thereon shall install and utilize heat pump systems.

Section 30. Water Channel Maintenance. The homeowner whose property includes all, or a portion of an open drainage swale, channel or detention basin, shall be responsible for the mowing of grass and removal of debris or obstructions to the flow of water in, or through such facilities.

Section 31. Miscellaneous. No satellite dish, dog run, or solar panels (free standing) will be installed without the approval of Declarant or the Architectural Review Board as the case may be pursuant to Article VII.

Section 32. Declarant's Business Activities. Declarant or the transferees of Declarant shall undertake the work of developing

all lots included within the subdivision. The completion of that work, and the sale, rental, or other disposal of residential units is essential to the establishment and welfare of the subdivision as an ongoing residential community. In order that such work may be completed and the subdivision be established as a fully-occupied residential community as soon as possible, nothing in this Declaration shall be understood or construed to:

(a) Prevent Declarant, Declarant's transferees, or the employees, contractors, or subcontractors of Declarant or Declarant's transferees from doing on any part or parts of the subdivision owned or controlled by Declarant or Declarant's transferees or their representatives, whatever they determine may be reasonably necessary or advisable in connection with the completion of such work;

(b) Prevent Declarant, Declarant's transferees, or the employees, contractors, or subcontractors of Declarant or Declarant's transferees from constructing and maintaining on any part or parts of the subdivision property owned or controlled by Declarant, Declarant's transferees, or other representatives, such structures as may be reasonably necessary for the completion of such work, the establishment of the subdivision as a residential community, and the disposition of lots by sale, lease, or otherwise;

(c) Prevent Declarant, Declarant's transferees, or the employees, contractors, or subcontractors of Declarant or Declarant's transferees from conducting on any part or parts of the subdivision property owned or controlled by Declarant or Declarant's transferees or their representatives, the business of completing such work, of establishing the subdivision as a residential community, and of disposing of lots by sale, lease, or otherwise; or

(d) Prevent Declarant, Declarant's transferees, or the employees, contractors, or subcontractors of Declarant or Declarant's transferees from maintaining such sign or signs on any of the lots owned or controlled by any of them as may be necessary in connection with the sale, lease, or otherwise in subdivision lots.

As used in this section, the words "Declarant's transferees" specifically exclude purchasers of lots improved with completed residences.

ARTICLE X

GENERAL PROVISIONS

Section 1. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages or both, and against the land to enforce any lien created by these covenants. Any such action may be initiated by the Declarant, any owner, or the Homeowners Association created and referred to herein. Failure by the Declarant or any owner to enforce any covenant, condition or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants, conditions or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Covenants Running with the Land. The covenants, conditions and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years.

Section 4. Amendment, Modification, Change, or Removal.

(a) Declarant reserves the right, in its sole discretion and without the approval or vote of any Class A members, to amend, modify, change, or remove any covenants, conditions or restrictions of this Declaration, in whole or in part, during the first ten (10) years after the original recording, by execution of an instrument in writing by Declarant or any Successor Declarant, so long as Declarant or any Successor Declarant, owns any Lot subject to this Declaration whether said Lot be originally included herein or subsequently annexed hereto.

(b) In addition to amendments, modifications, changes, or removals by Declarant as set forth in the preceding paragraph (Section 4 (a)) the covenants, conditions and restrictions of the Declaration may be amended, modified, changed, or removed, in whole or in part, during the first ten (10) years after the original recording, by an instrument signed by those members entitled to cast not less than seventy-five percent (75%) of the Class A votes and one hundred percent (100%) of the Class B votes; and thereafter, by an instrument signed by members entitled

to cast not less than two-thirds (2/3) of all votes provided however that the terms and provisions contained in Articles VII and VIII may not be amended, modified, changed or removed as long as Declarant owns any Lot subject to the provisions of this Declaration without the affirmative written consent of Declarant to any such amendment, modification, change or removal.

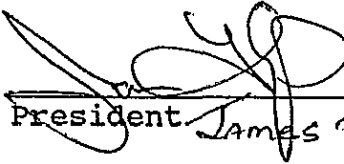
Any amendment, modification, change, or removal provided for hereunder shall become effective when the instrument providing for same is properly executed, acknowledged and filed for record in Jackson County, Missouri, in the Recorder's Office in Independence.

Section 4. Notices. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage prepaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.


Section 5. Language Variation. The use of pronouns or of singular or plural as used herein shall be deemed to be changed as necessary to conform to actual facts.

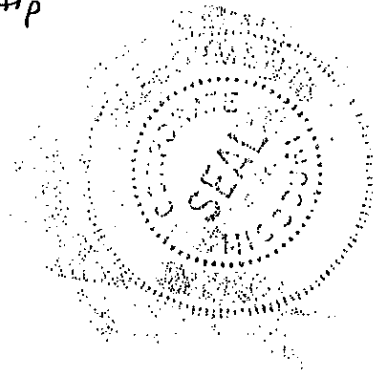
IN WITNESS WHEREOF, the said LAKE RIDGE DEVELOPMENT CO., by its duly authorized officers, has caused this instrument to be executed this 25 day of August, 1992.

LAKE RIDGE DEVELOPMENT CO.

By  _____
President James Tharp

Attest:


Secretary Bruce W. Barnhart



STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

On this 25th day of August, 1992, before me appeared JAMES H. THARP, to me personally known, who, being by me duly sworn did say: that he is the President of LAKE RIDGE DEVELOPMENT CO., a Missouri 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 JAMES H. THARP, acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal on the day last written above.

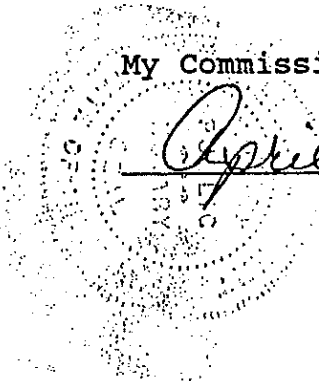
Sherril S. Ebert

Notary Public

My Commission Expires:

April 26, 1996

SHERRI S. EBERT
NOTARY PUBLIC STATE OF MISSOURI
JACKSON COUNTY
MY COMMISSION EXPIRES 4/26/96



STATE OF MISSOURI SS
(COUNTY OF JACKSON)
I CERTIFY INSTRUMENT RECEIVED

1992 AUG 27 P 2:50.0

12283P 687

RECORDED FOR
WALTER R. PETERSON JR.
DIRECTOR OF RECORDS

300
400
56 00

63 00

W. A. Wenson