AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF LAKE RIDGE MEADOWS HOMEOWNERS ASSOCIATION

THIS AMENDED AND RESTATED DECLARATION, made on the date hereinafter set forth by LAKE RIDGE MEADOWS HOMEOWNERS ASSOCIATION AND ITS UNDERSIGNED MEMBERS, hereinafter referred to as “Association.”

WITNESSETH: WHEREAS, Declarant Lake Ridge Meadows, Inc. was the owner of certain property in the city of Lee's summit, County of Jackson, state of Missouri, which is more particularly described as: See Exhibit A.

AND, WHEREAS, Declarant placed certain protective covenants, conditions, restrictions, reservations, liens and charges on said property, for the use and benefit of Declarant, its grantees and assigns; and

WHEREAS, the Declarant desired to provide for the preservation and enhancement of the property values, amenities and opportunities in a residential subdivision to be developed in the aforesaid areas and for the maintenance of the property and the improvements thereon and to this end subjected 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, for the efficient preservation of the environment, values and amenities in said property, created an agency to which it 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 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 declared that all of the property described above and any property subsequently annexed into the association shall be held, sold and conveyed subject to the Declaration of Covenants Conditions and Restrictions recorded on August 27, 1992 in Book I 2283 P. 704 with the office of Jackson County, Missouri Recorder of Deeds, all of which are for the purpose of enhancing and protecting the value, desirability, and attractiveness of said property. These covenants, conditions and restrictions run with the real property and are binding on all parties having or acquiring any right, title or interest in the described property or any part thereof.

WHEREAS the Declaration may be amended by an instrument signed by those association members entitled to cast not less than two-thirds of all the votes of the Association and

WHEREAS more than two-thirds of owners of lots have executed this Amended and Restated Declaration

DECLARATION

ARTICLE I

DEFINITIONS

1.1. “Architectural Review Committee (ARC)” shall mean the Architectural Review Committee described in Article VII of this Declaration.

1.2. “Association” shall mean and refer to the LAKE RIDGE MEADOWS HOMEOWNERS ASSOCIATION, INC., its successors and assigns.

1.3. “Board of Directors” shall be the governing body of the Association elected pursuant to the Articles of Incorporation, the Bylaws and Chapter 355 of the Revised Statutes of Missouri pertaining to not-for-profit corporations.

1.4. “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.

1.5. “Declarant” shall mean and refer to LAKE RIDGE DEVELOPMENT CO., its successors and assigns.

1.6. “Design Guidelines” shall mean those Design Guidelines adopted by the Board of Directors. Use Restrictions in Article VIII are not “design guidelines.”

1.7 “Dwelling” shall mean any single-family residence.

1.8. “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.

1.9. “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.

1.10 “Member” shall mean and refer to every person or entity which holds membership in the Association.

1.11. “Mortgage” shall mean a conventional mortgage or a deed of trust.

1.12. “Mortgagee” shall mean a holder of a conventional mortgage or a beneficiary under or holder of a deed of trust.

1.13. “Officer” shall mean any of the following positions on the Board of Directors: President, Vice President, Secretary, or Treasurer

1.14. “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.

1.15. “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 hereafter provided.

ARTICLE II

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 which 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 III

VOTING RIGHTS

The Association shall have one class of voting membership. Members shall all be Owners. 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.

ARTICLE IV

POWERS AND DUTIES

In addition to any and all powers, rights and privileges granted to a Missouri not-for-profit corporation, the Board of Directors shall have the following powers and duties whenever in the exercise of its discretion it may deem them necessary or advisable:

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

4.2. To provide for the maintenance, planting, care, spraying, trimming, protection and replanting of trees, grass, shrubs and other landscaping in public places or in the common areas.

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

4.4. 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.

4.5. To obtain liability insurance insuring the Association.

4.6. 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.

4.7. 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.

4.8. To obtain insurance policies for sub-contractors as required by this Declaration or as the Board of Directors deems necessary or desirable.

4.9. To mow, care for, and maintain, and to cut and remove weeds and grass from vacant property; to pick up and remove from there loose material, trash and rubbish of all kinds, and to do any other thing necessary or desirable in the judgment of the Directors of said Association to keep such vacant and unimproved property neat in appearance and in good order

4.10. 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.

4.11. 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 V

INDEMNIFICATION

5.1. Indemnification. To the fullest extent permitted by law, every Director and every Officer of the Association, and the members of the Architectural Review Committee shall be indemnified by the Association, and every other person serving as an employee, or direct agent of the Association, or on behalf of the Association as a member of a committee or otherwise, may in the discretion of the Board, be indemnified by the Association, against all expenses and liabilities , including attorneys’ fees, reasonably incurred by or imposed upon them in connection with any proceeding or any settlement thereof to which they may be a party, or in which they may become involved, by reason of their being or having served in such capacity on behalf of the Association, whether or not they are a Director, an Officer, or a member of the ARC, or serving in such other specified capacity at the time such expenses are incurred; provided, however, that prior to agreeing to any such indemnification, the Board shall determine, in good faith, that such Officer, director, member of the ARC or other person did not act, fail to act, or refuse to act willfully, fraudulently, criminally or with gross negligence in the performance of their duties. The foregoing rights of indemnification shall be in addition to and not exclusive of all other rights to which such person may be entitled at law or otherwise.

5.2. Non-liability of Officials. To the fullest extent permitted by law, neither the Association President, any directors or Officer of the Association, any ARC member, nor any other members or committees of the Association shall be liable to any Association Member or any Owner, Occupant or other Person for any damage, loss or prejudice suffered or claimed on account of any decision, approval or disapproval of plans or specifications (whether or not defective), course of action, inaction, omission, error, or negligence, made in good faith and believed to be within the scope of his duties.

ARTICLE VI

MAINTENANCE ASSESSMENTS

6.1. 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:

 6.1a. annual assessments or charges;

 6.1b. 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, late fees and such costs of collection thereof, including 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 of collection, including attorney 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.

6.2. 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.

6.3. Annual Assessments.

6.3a. 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.

6.3b. 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 years and at the end of each such period of two years, for each succeeding period of two years, provided that any such change shall have the assent of a quorum 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.

6.4. 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 of the votes of Members who are voting in person or by proxy at a meeting duly called for this purpose.

6.5. 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 or more than 60 days in advance of the meeting. At the first such meeting called, any action shall have the assent of a quorum of members who are voting in person or by proxy. If the required quorum is not present, another meeting may be called subject to the same notice requirement and the required quorum. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

6.6. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall be due on January 1st. 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.

6.7. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid when due shall be delinquent. If the assessment is not paid within 30 days after the due date, the assessment shall bear interest from the date of delinquency at the rate of 10 percent per annum and late fees. The Association may bring an action at law against the owner or foreclose the lien against the property.

6.8. Reserves. The responsibility of the Board shall be only to provide for such reserves as such Board in good faith deems reasonable, and neither the Association, the Board, nor any member thereof shall have any liability to the Association, any Owner or Member, with regard to the adequacy of such reserves.

6.9. 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.

6.10. Exempt Property. The following Property subject to this Declaration shall be exempt from the assessments created herein;

 6.10a. all properties dedicated to and accepted by a local public authority; and

 6.10b. the Common Area.

ARTICLE VII

ARCHITECTURAL CONTROL

7.1. 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 shall be made or done without the prior written approval of the Architectural Review Committee (ARC). 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 the ARC.

7.2. The Architectural Review Committee. The ARC shall fulfill the functions of Association as set forth in this Article VII. Such Committee, of three persons, shall be appointed by the Board of Directors of the Association.

7.3. Purpose. The ARC, as applicable, shall regulate the external design, appearance, use, location and maintenance of the Property and/or Dwelling 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, and may allow for changes which reflect current and desirable architectural and design trends.

7.4. Enforcement. The design guidelines are adopted and enforceable by the Board against any owner (Exhibit B). In the event the ARC, 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 the adopted procedures, approval will be deemed granted. In addition, the ARC shall approve a Waiver to any one or more of the Design Guidelines when:

 7.4a. an application for a Waiver, stating the applicable Design Guideline requested to be waived and the reason for such Waiver, has been formally submitted by an Owner to the ARC for review; and

 7.4b. the quality and character of the community is, and will be, upheld despite the Waiver’s approval; or

 7.4c. the ARC shall fail to hold a requisite hearing on the Waiver application within thirty (30) days of the Waiver application’s submittal date.

7.5. Appeal. An applicant may appeal an adverse ARC decision to the Board of Directors, which may reverse or modify such decision by a two-thirds vote of the Board of Directors. The Board shall render its decision to the applicant no later than 60 days after the appeal is filed.

7.6. Limits of Liability. By its approval of plans and specifications, the ARC and Board shall not be deemed to have warranted or approved plans for engineering design safety, or for compliance with zoning, health and building ordinances; by approving such plans and specifications neither the ARC, the members thereof, the Association, the Board of Directors or its Officer assumes any liability or responsibility therefor, or for any defect in any structure constructed from such plans and specifications. Neither the ARC, any member thereof, the Association, the Board of Directors, nor its Officer, shall be liable to any Owner or other person for any damage, loss or prejudice suffered or claimed on account of:

 7.6a. the approval or disapproval of any plans, drawings, specifications, whether or not defective;

 7.6b. the construction or performance of any work, whether or not pursuant to approved plans, drawings and specifications; or

 7.6c. any property within the Association.

ARTICLE VIII

USE RESTRICTIONS

8.1. Dwelling. Each dwelling shall be used solely for a private residence of no more than one Single-Family. No business or other commercial building may be erected on any lot and no business or other commercial enterprise or other non-residential use, may be conducted on any part thereof;

A resident employed outside the home, but with the ability to work from home, is engaging in a use expressly declared customarily incidental to residential use and is not in violation of these restrictions.

Any Legal operation of a home occupation from or within a residence requires strict adherence to, but not limited to, the most current city regulations pursuant to home occupational zoning approval (Unified Development Ordinance, Article 8.100).

 8.1a. Limited Property Rentals. A Single Family Residence may be used for permanent or temporary occupancy by the Owner and Owner’s family. Any Owner of a Single Family Residence may rent the same for a period of one year or more after the owner has owned the same for a period of at least three years, subject to all the terms hereof, including those prohibiting the use thereof for commercial purposes. Rentals of Single Family Residences for less than one year are not permitted. No residence shall be leased, licensed or used to transient or hotel-like purposes. Stays through forums such as or similar to VRBO or AIRBNB are prohibited.

 8.1b. Height Limitation. Any resident erected on any of said Lots, shall not be more than two levels in height, above ground, provided that a residence more than two stories in height may be erected on any of said Lots with the written consent of Declarant or the Architectural Review Committee, after its appointment.

 8.1c. 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.

 8.1d. Above Ground Pools Prohibited. No above ground swimming pools shall be erected, installed, constructed and/or maintained by an Owner on any Lot.

 8.1e. Garages. Each residence shall have an attached or basement private garage for not less than two or more than three cars. The driveway on each Lot shall contain sufficient paved area for the off street parking of at least two 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.

 8.1f. 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. No gravel, chat, fly ash, dirt or similar driveway surface shall be allowed.

 8.1g. 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, vinyl, 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 building products which may come into general usage for dwelling construction in this area after the date of these restrictions shall be acceptable if approved in writing under the requirements of Article VII on Architectural Control.

8.2. Easements. Easements for installation and maintenance of utilities and drainage facilities were reserved by Declarant as shown on the recorded plat of said land. Such easements included 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.

8.3. Other Structures. The Association and/or Board reserve the right to regulate and control the erection, construction or placement of any other structure on any Lot. The construction of any barns is prohibited. The construction of storage sheds is discouraged, provided however, that the ARC may, in its discretion, grant approval pursuant to Article VII for the erection of one such storage shed on a Lot. Any additional structure, including sheds, pool houses, gazebos or other ornamental structures must be approved by the ARC and must comply with City codes. Sheds must be less than 120 sq. feet. Front, side and rear setbacks must be in accordance with the most current Lee’s Summit City Codes and Ordinances (See Exhibit B for Design Guidelines)

8.4. Unfinished Structures. In the event of fire, windstorm, or other damage, no building shall be permitted to remain in a damaged condition longer than five 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.

8.5. 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. No noxious or offensive activity shall be carried on upon any Lot or Unit nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to any person using the property adjacent to the Lot or Dwelling.

8.6. Unsightly, Unsanitary or Unkempt Conditions. It shall be the responsibility of each Owner to prevent the development or existence of any unsightly, unsanitary or unkempt condition on such Owners Lot and/or Dwelling.

8.7. 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 three such pets thereof over six months of age 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.

8.8. Signs. One temporary “for sale” or one temporary “for rent” sign (any such sign not to exceed a total of four square feet at any one time) may be displayed by or on behalf of an Owner on such Owner’s Lot outside the public right-of-way and solely in the area in front of such Owner’s Lot until the Lot or Dwelling is sold or rented (as applicable), all in accordance with the laws of the City. One sign announcing community or church events (not to exceed a total of four square feet) is permitted on a Lot outside the public right-of-way for up to two weeks before said event, but must be removed within 24 hours after the event. One Political Candidate sign (not to exceed a total of six square feet) is permitted on a Lot outside the public right-of-way for up to 60 days before the date of an election, but must be removed within 24 hours after the election. Decorative, seasonal, sports or holiday flags and the United States flag are not signs subject to the restrictions set out in this section. Should these limitations on the use of signs, or any part thereof, be determined to be unlawful, the Board of Directors has the right to regulate the use of signs in a manner not in violation of law. Other non-advertising signs may be approved by the Board of Directors with permission. Security company signs are allowed within four feet of the foundation.

8.9. Storage Tanks. No tank over five gallons, for the storage of fuel, may be maintained on any Lot.

8.10. Screening Required. All trash or garbage cans shall be kept screened by adequate planting or fencing so as to conceal them from view of neighboring Owners.

8.11. Trash, Limbs and Brush. All rubbish, trash, or garbage shall be kept in sanitary containers and regularly removed from each Lot, within 24 hours of the day the trash was collected.

 8.11a. Limbs and Brush may not remain on any Lot past the next scheduled trash day. No trash, limbs, brush or leaves may be burned on any Lot.

 8.11b. No trash, rubbish, grass clippings or ashes shall be thrown, dumped, or placed on any Lot nor in any sewer.

8.12. Outdoor Clothes Lines. No clothes lines shall be permitted.

8.13. Antennas prohibited. No exterior television or radio antennas of any sort shall maintained on any portion of any Lot except as allowed by federal law.

8.14. Automotive Repair Prohibited. No major automotive repair or rebuilding or any other form of automotive manufacture, whether for hire or otherwise, shall occur on any driveway, street or Common Area. No unlicensed, inoperable or partially disassembled automobiles shall be regularly parked in the open on any Lot or at the curb. Work may be allowed within the garage of the Dwelling.

8.15. Parking and storage of Vehicles Prohibited. No school buses, tractors, trucks over One (1) ton, recreational vehicles, boats, unmounted campers, trailers, or other motor vehicles or trailers shall be regularly parked in the open on any Lot or at the curb without permission from the Board .

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

8.17. Duel Fuel Subdivision. The subdivision or additions thereto shall be developed as a duel fuel subdivision, with both natural gas and electric services available.

8.18. 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.

8.19. Miscellaneous. No dog run, or solar panels will be installed without the approval of the ARC

ARTICLE IX

GENERAL PROVISIONS

9.1. 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 any owner, or the Homeowners Association created and referred to herein. Failure by the Association, Board 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. If enforcement is necessary by the Association, the Association shall be entitled to attorney fees and court costs.

9.2. 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.

9.3. Covenants Running with the Land. The covenants, conditions and restrictions of this Declaration shall run with and bind the land, for a term of 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 five years.

9.4. Amendment, Modification, Change, or Removal. The covenants, conditions and restrictions of this Declaration may be amended, modified, changed, or removed, in whole or in part by an instrument signed by those members entitled to cast not less than two-thirds (2/3) of the votes. 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.

9.5. 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.

9.6. 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 MEADOWS HOMEOWNERS ASSOCIATION by its duly authorized Officer, has caused this instrument to be executed this \_\_\_\_ day of\_\_\_\_\_\_\_\_2022.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

President Secretary

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name Printed Name

STATE OF MISSOURI )

 ) ss.

COUNTY OF JACKSON )

On this \_\_\_ day of \_\_\_\_\_\_\_\_, 2022, before me appeared \_\_\_\_\_\_\_\_\_\_\_\_\_\_, who, being by me duly sworn did say: that he/she is the President of LAKE RIDGE MEADOWS HOMEOWNERS ASSOCIATION, 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 \_\_\_\_\_\_\_\_\_\_\_\_\_\_ 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 \_\_\_\_\_\_\_\_\_\_\_\_\_, Missouri, the day and year first-above written.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Notary Public

My commission expires\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_