

DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS
AND RESTRICTIONS FOR STONEGATE OF THE GOOD RANCH

THIS DECLARATION ("Declaration") is made as of
September 29, 1995 by Good-Otis LLC, a Missouri limited
liability company ("Declarant").

R E C I T A L S:

A. Declarant is the owner of certain real property located in the County of Cass, State of Missouri, more particularly described on Exhibit A attached hereto ("Total Tract").

B. Declarant intends to subdivide, develop and improve portions of the Total Tract from time to time with single family residences and common facilities for the benefit of the owners and occupants thereof.

C. In order to preserve and enhance the values of the portions of the Total Tract subjected to this Declaration, Declarant intends to form a Missouri not-for-profit corporation known as Stonegate of the Good Ranch Homeowners' Association, which will own and have the responsibility for the maintenance and administration of certain common areas, and enforcement of the covenants, conditions and restrictions herein provided.

NOW, THEREFORE, Declarant hereby declares that the portion of the Total Tract which is from time to time subjected to this Declaration ("Subject Property") shall be held, sold and conveyed subject to the following covenants, conditions, easements and restrictions, all of which are for the purpose of enhancing and protecting the value, desirability, and attractiveness of the Subject Property. These covenants, conditions, easements and restrictions shall run with the Subject Property and shall be binding on all parties having or acquiring any right, title or interest in the Subject Property or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE I
DEFINITIONS

Section 1. "Total Tract" shall mean and refer to the real property described on Exhibit A attached hereto.

Section 2. "Subject Property" shall mean and refer to the real property described on Exhibit B attached hereto.

Section 3. "Common Area" shall mean and refer to all real property, together with any and all improvements that are now or may hereafter be constructed thereon, designated as "Common Area" or "Out Lots" on any recorded plat of subdivision of the Subject Property and owned by the Association for the common use and enjoyment of the Members.

Section 4. "Lot" shall mean and refer to any plot or tract of land, not including the Common Area, designated upon any recorded plat of subdivision of the Subject Property, which is presently or is to be improved with a residence designed and intended for use and occupancy as a residence for a single family.

Section 5. "Lot Conservancy Area" shall mean and refer to that part of a Lot which has been designated as a Lot Conservancy Area upon any recorded plat of subdivision of the Subject Property.

Section 6. "Association" shall mean and refer to Stonegate of the Stonegate of the Good Ranch Homeowners' Association, a Missouri not-for-profit corporation, its successors and assigns.

Section 7. "Articles of Incorporation" shall mean and refer to the Articles of Incorporation for the Association.

Section 8. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot which is a part of the Subject Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 9. "Member" shall mean and refer to every person or entity who is an Owner and holds membership in the Association.

Section 10. "By-laws" shall mean and refer to the by-laws for the Association which are in the form attached hereto as Exhibit C.

Section 11. "Supplement to Declaration" shall mean and refer to a supplement to be executed and recorded from time to

time in accordance with Article II in order to subject to this Declaration additional portions of the Total Tract.

Section 12. "Builder" shall mean and refer to any person acquiring one or more vacant Lots for the purpose of building and selling single-family residence(s) for profit.

ARTICLE II
PROPERTY SUBJECT TO THIS DECLARATION

Section 1. Declarant hereby subjects the Subject Property to this Declaration and to the covenants, conditions, easements and restrictions contained herein.

Section 2. At its option, which it may exercise in its sole and absolute discretion, Declarant may subject to this Declaration additional portions of the Total Tract by executing and recording one or more Supplements to Declaration. Upon the recording of such a Supplement to Declaration, the real property covered thereby shall be deemed to be part of the Subject Property, subject to the covenants, conditions, easements and restrictions contained in this Declaration.

ARTICLE III
ASSOCIATION; MEMBERSHIP

Declarant agrees to prepare and file the Articles of Incorporation for the Association and, in connection therewith, agrees to adopt the By-laws for the Association. Every Owner shall be a Member of the Association, with all of the rights and obligations described in this Declaration and the By-laws for the Association.

ARTICLE IV
PROPERTY RIGHTS IN COMMON AREA AND LOT CONSERVANCY AREA

Section 1. Owner's Easements of Enjoyment. Every Owner shall have a right and easement of use and enjoyment and a right of access to and of ingress and egress on, over, across, in, upon, and to the Common Area, and such right and easement shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) The right of the Association, in accordance with its articles of incorporation and the By-laws, to adopt rules and regulations governing the use, operation and maintenance of the Common Area.

(b) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by a majority vote of the Members.

Section 2. Title to the Common Area. Within a reasonable period after the Association has been incorporated, Declarant agrees to convey to the Association fee simple title to the Common Area, free and clear of all encumbrances and liens.

Section 3. Delegation of Use. In accordance with the By-laws of the Association, any Owner may delegate his right of enjoyment to the Common Area and facilities to the members of his family, his tenants or contract purchasers who reside on the Owner's Lot, but not to anyone else.

Section 4. Use and Enjoyment of the Lot Conservancy Area. The Owner of a Lot on which a Lot Conservancy Area has been designated has the exclusive use and enjoyment of such Lot Conservancy Area. Any Owner of a Lot containing a Lot Conservancy Area is prohibited from doing the following:

(a) Except as directed or approved by the Association, removing trees or other vegetation or otherwise altering the natural state or drainage of the Conservancy Area;

(b) Erecting any building, structure, shed, recreational facility, drive or walk, temporary or permanent, in the Conservancy Area; or

(c) Keeping or storing anything on the Conservancy Area.

ARTICLE V EASEMENTS

Section 1. Utility Easements. In addition to those appearing on any recorded plat of subdivision of the Subject Property, Declarant reserves the right to grant to the local public telephone company, electric company, gas company, cable television company, governmental bodies and all other public utilities serving the Subject Property, easements to lay, construct, renew, replace, operate and maintain conduits, cables, wires, transformers, switching apparatus and other necessary facilities and equipment over, under and across the Common Area and the Lots for the purpose of providing utility services to the Subject Property.

Section 2. Municipal Easement. An easement is hereby declared, reserved and granted in perpetuity over the Common Area and the Lots, for the benefit of any governmental unit (and its duly authorized agents and employees) exercising jurisdiction over the Subject Property, for ingress and egress to and from the public right-of-way and for the purpose of providing municipal services to all portions of the Subject Property.

Section 3. Declarant's Easement. An easement is hereby granted to Declarant, for the purpose of erecting, maintaining, repairing and replacing billboards, banners and exterior lighting, and other advertising and promotional displays over and across the Common Area and the exterior of any structure or any Lot being used as a model for so long as Declarant or its licensees or agents is engaged in the construction, sale or leasing of Lots on any portion of the Subject Property.

Section 4. Builder's Easement. An easement is hereby granted to each Builder, for the purpose of erecting and maintaining an advertising sign on any Lot which is being used as a model residence or on which the Builder is constructing a residence for sale. Such signs shall be of a type and size as prescribed in rules and regulations established by Declarant and shall be removed when the structure on such Lot is no longer used as a model or when the residence on such Lot has been sold.

Section 5. Recordation of Corrected Plat. In the event that following the initial recordation of any plat of subdivision or site plan, Declarant, or its successors or assigns, determines that inaccuracies exist or additional utility easements are required in the plat of subdivision or site plan, Declarant hereby reserves to itself, its successors and assigns, the right to record an amendment to the plat of subdivision or site plan or rerecord the plat of subdivision or site plan for the purpose of correcting any such inaccuracies and or additions.

Section 6. Perpetual Easement in Gross to Association and its Board of Directors. The Common Area shall be subject to a perpetual easement in gross to the Association and its Board of Directors for the purpose of enabling and permitting the Association and its Board of Directors properly to perform their respective duties. The Association and its Board of Directors further have a perpetual easement in gross to enter upon a Lot, where reasonably necessary in the judgment of the Association and its Board of Directors, for the purpose of properly performing or executing a duty or responsibility of the Association or its Board of Directors in respect to other Owners, or of the Owners generally, or of the Common Area. Declarant also has an easement in gross for the purpose of enabling and permitting Declarant to perform its duties and responsibilities as developer of the Total

Tract. Declarant further has an easement in gross to enter upon a Lot, where reasonably necessary in the judgment of Declarant, for the purpose of properly performing or executing a duty or responsibility of Declarant in respect of other Owners, or of the Owners generally, or of the Common Area.

ARTICLE VI
ARCHITECTURAL AND LANDSCAPE CONTROL

Section 1. Except as specifically provided herein, no one (except Declarant) shall erect, install, construct, alter or add to any building or its exterior (including color), fences, flagpoles, walls, exterior lighting, hedges, landscaping, or other structures ("Improvements").

Section 2. Improvements may be made on a Lot only after the following conditions have been satisfied:

(a) A preliminary sketch or plan for the Improvements showing its location on the Lot and other relevant information shall have been submitted to and approved by the Board of Directors of the Association or by an Architectural and Landscape Committee (hereinafter called the "Committee") appointed by the Board of Directors of the Association; and

(b) The final plans and specifications for the Improvements showing the nature, kind, shape, height, materials and locations of same shall have been submitted to and approved in writing as to harmony of external design, appearance and location in relation to surrounding structures and topography by the Committee or by three (3) or more representatives appointed by the Committee. A copy of the approved plans shall be furnished by the Owner to the Committee and retained by the Committee.

(c) A Builder submitting plans and specifications for the construction of a single family residence on a Lot shall submit evidence, in form and content satisfactory to the Association, of its financial ability to construct and complete such residence and related improvements in accordance with the plans and specifications.

Section 3. In the event the Board of Directors of the Association or the Committee or its designated representatives fail to approve or disapprove such plans or financial material within thirty (30) days after the plans and financial material have been submitted to it, approval will be deemed to have been given and this Article VI will be deemed to have been fully complied with.

Section 4. If the Improvements are not substantially completed in accordance with the approved plans within two (2) years after approval of the plans, the Association, in its sole discretion, shall have the right (a) to revoke its approval of the plans, or (b) to complete the work as previously approved and to treat the costs in the same manner as an unpaid assessment of the Owner as provided in this Declaration and the By-laws.

Section 5. The members of the Board of Directors of the Association and the members of the Committee and its designated representatives shall not be liable, and they shall be held harmless by the Association and the Owners, for damages, claims or causes of action arising out of services performed pursuant to this Article.

Section 6. The Board of Directors of the Association and the Committee have the right to retain professional consultants in connection with the plan and design review and may charge reasonable fees for such plan and design review, which may include the fees of such consultants.

ARTICLE VII MAINTENANCE AND REPAIR

Section 1. Each Owner, at his own cost and expense, shall maintain and repair his Lot and the improvements situated thereon, keeping the same in good condition and repair. In the event that any Owner shall fail to maintain or repair his Lot and any improvements situated thereon as required hereunder, the Association, in addition to all of the remedies available to it hereunder or by law, and without waiving any of said alternate remedies, shall have the right, through its agents and employees, after first giving ten (10) days' prior written notice to the Owner of said Lot, to enter upon said Lot to repair and maintain the Lot and the improvements situated thereon. Each Owner, by acceptance of a deed for his Lot, hereby covenants and agrees to pay to the Association the cost of such repairs and maintenance upon demand, and the Association will have a lien upon said Lot enforceable in the manner and to the extent herein set forth in this Declaration and the By-laws. Failure of such Owner to pay such cost shall carry with it the same consequences as the failure to pay any assessments hereunder when due, as provided in this Declaration and the By-laws.

Section 2. The Association shall maintain and repair the Common Area from the assessment funds as provided for in this Declaration and the By-laws. The Common Area shall be as shown on any recorded plat of subdivision of the Subject Property, including, but not limited to, any entrances to the Subject

Property, any signage erected by the Association, any traffic islands or medians, and any cul-de-sacs.

ARTICLE VIII
USE AND OCCUPANCY RESTRICTIONS

The Subject Property shall be used and occupied as follows:

Section 1. Each Lot shall be used exclusively for private, single-family residential purposes. However, Declarant and each Builder may maintain model homes, sales offices and/or management offices; provided, however, (a) Declarant or its agents or licensees may not concurrently maintain more than one (1) sales office and one (1) management office, and (b) a Builder may not maintain more than one (1) sales office.

Section 2. No residence shall be constructed on a Lot without meeting the following requirements:

(a) It shall have not less than the following square footage: 1,400 sq. ft. ranch with attached two-car garage, or 1,600 sq. ft. multi-story with attached two-car garage, or 1,600 sq. ft. ranch or split-level with two-car basement garage.

(b) Roof construction standards shall be maintained as follows: Timberline 30-year warranted roofing or approved equivalent in weather-gray color with pre-colored metal valleys.

(c) All residence are to be constructed with wood and are to have double-glazed windows.

(d) All fireplaces shall be masonry or zero clearance, built to match, or be compatible with siding, with full width from top to bottom, and a low profile rectangular top.

Section 3. No trees may be removed from a Lot without the approval of the Board of Directors of the Association.

Section 4. All Lots are to be fully sodded with grass unless a specific alternate request is submitted to and approved by the Committee for seeding by a professional lawn seeder contractor. Front foundation plantings shall be completed prior to occupancy.

Section 5. No fences shall be erected on any Lot or on any of the Common Areas without the approval of the Board of Directors of the Association. Such approval shall be based upon standards of general appearance and the necessity of preserving all walkway easements of record.

Section 6. Nothing shall be kept, stored, altered, constructed or planted in, or removed from, the Common Area without the written consent of the Board of Directors of the Association.

Section 7. There shall be no parking of baby carriages or playpens, bicycles, wagons, toys, vehicles, charcoal burners or other outdoor cooking devices, benches or chairs, nor any other similar item on any part of the Common Area, nor shall any such items be stored exposed to public view on the exterior area of any Lot.

Section 8. No Owner shall permit anything to be done or kept on his Lot or in the Common Area which will result in injury or damage to the trees, bushes, or other planted items in the Lot Conservancy Area or the Common Area, or which will result in an increase in the premium charged or in the cancellation of any insurance policy held by the Association, or which would be in violation of any law.

Section 9. No animals, livestock or poultry shall be raised, bred or kept in any portion of the Subject Property, except that dogs, cats or other household pets may be kept, but not for any commercial purposes, provided that they do not create a nuisance. No pets shall be staked in the Common Area. All pets shall be kept on a leash when outside a residence.

Section 10. Except as permitted in Article V, Sections 3 and 4, no sign of any kind shall be displayed to the public view on or from any part of the Subject Property, without the prior consent of the Board of Directors of the Association; provided, however, that the consent of the Board of Directors of the Association shall not be unreasonably withheld as to a "For Sale" or a "For Rent" sign proposed by an Owner on his Lot and relating to the sale or lease of his Lot.

Section 11. There shall be not more than one nameplate on each Lot. A nameplate shall not be more than forty-eight (48) square inches in area, and contain the name of the occupant and/or address of the residence. It may be located on the door of the residence or the wall adjacent thereto, or upon the wall of any accessory building or structure, or free-standing in the front or side yard.

Section 12. Except as otherwise provided herein, no permanent attachment of any kind or character whatsoever shall be made to the roof or exterior walls of any residence or other structure, unless such attachment shall have been first submitted to and approved by the Board of Directors of the Association.

Section 13. No laundry, bedding or the like shall be hung out to dry in public view.

Section 14. Rubbish, trash, garbage or waste of any nature shall not be kept on any part of the Subject Property except in sanitary containers hidden from public view.

Section 15. No truck, van, trailer, recreational vehicle, or other similar vehicle or water-borne vehicle may be maintained, stored or kept on the Subject Property unless enclosed within a garage. No cars, trucks, or other vehicles may be parked overnight on any street. Any automobile or other vehicle belonging to an Owner shall be kept and stored in his garage or driveway rather than on the streets. The Board of Directors of the Association may, however, establish rules and regulations relating to temporary parking of trucks and commercial vehicles, such as for pick-up, delivery, and other commercial services.

Section 16. No automotive repair or rebuilding, whether for hire or otherwise, shall occur on the Subject Property.

Section 17. No building or other structure, temporary or permanent, shall be placed upon the Common Area by the Board of Directors of the Association without first obtaining a majority of the votes of the Members.

Section 18. No trailer, tent, shack, shed, or barn, and no temporary building or structure of any kind, shall be permitted to be placed on the Subject Property; provided, however, trailers and temporary buildings or structures may be located on the Subject Property and used during construction of a residence, but shall be removed upon the completion of construction of the residence.

Section 19. No industry, business, trade, occupation or profession of any kind, commercial, religious, educational or otherwise, shall be conducted, maintained, or permitted on any part of the Subject Property; provided, however, that this provision shall not be construed to prevent the use of any residence for a home office or studio so long as such use shall not interfere with the quiet enjoyment or comfort of the other Owners and occupants of the Subject Property.

Section 20. No activity which, in the judgment of the Board of Directors of the Association, may be or become an unreasonable annoyance or nuisance to the other Owners shall be allowed on the Subject Property; provided, however, the provisions of this Section 16 shall not be applicable to Declarant when Declarant is

acting in accordance with its rights under Article X, Sections 4 and 5.

Section 21. All Owners, occupants and guests shall abide by the By-laws of the Association, and any rules and regulations adopted by the Board of Directors of the Association. If any Owner (either by his own conduct or by the conduct of any occupant or guest) shall violate any of the covenants, conditions, restrictions or provisions of this Declaration, or any rules or regulations adopted by the Board of Directors of the Association, and such violation shall continue after the Owner has received written notice or request from the Board of Directors of the Association to cure such violation, then the Board of Directors of the Association may pursue any available remedy at law or in equity.

ARTICLE IX ASSESSMENTS

Section 1. Personal Obligation for Assessments. Each Owner by acceptance of a deed therefor, whether from Declarant or any Owner and, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to pay to the Association annual and special assessments in the amount and manner provided in the By-laws of the Association.

Section 2. Effect of Non-Payment of Assessment; Creation of the Lien; Lien Remedies of Association. The By-laws provide the rights and remedies of the Association, including creation of a lien, in case an Owner fails to pay any annual or special assessments.

ARTICLE X DECLARANT'S RIGHTS

Section 1. Declarant's Use of the Premises. Declarant, its successors, assigns, agents and licensees, shall be entitled (a) to engage in the construction of residences and sale of Lots, and (b) to erect model residences, sales offices and production offices, including all appurtenant structures and lighting which, in the sole discretion of Declarant, shall assist it in the conduct of its business.

Section 2. Declarant's Rights, Powers and Obligations. Until the first Board of Directors of the Association shall have been elected and qualified, all of the rights, powers and obligations which, by this Declaration are to be vested in the Association and its Board of Directors, shall be deemed vested in

and possessed by Declarant. Until Declarant's transfer and assignment of its rights, powers and obligations to the Association, all of the lien rights and other rights provided herein in favor of the Association and its Board of Directors shall be possessed to the same extent, by Declarant without diminution of any kind. All rights of Declarant shall be exercised without the consent of the Owners or the Association.

Section 3. Waiver of Damages. Neither Declarant nor its members, partners, agents or employees shall be liable for any claim whatsoever arising out of or by reason of any actions performed pursuant to any authority reserved, granted or delegated to it by, or pursuant to, this Declaration, or in Declarant's capacity as Declarant, developer, Owner, or seller of the Subject Property, whether or not such claim:

(a) shall be asserted by any Owner, occupant, the Association or its Board of Directors, or by any person or entity claiming through any of them; or

(b) shall be on account of injury to person or damage to or loss of property, wherever located and however caused; or

(c) shall arise out of a contract, either express or implied; or

(d) shall arise from any act or failure to act of any Owner, occupant, the Association or its Board of Directors, or their respective agents, employees, guests and invitees; or

(e) shall arise out of the failure to function, or the disrepair of, any utility service.

ARTICLE XI GENERAL PROVISIONS

Section 1. The Board of Directors of the Association shall adopt rules and regulations interpreting the covenants, conditions, easements and restrictions contained herein, including, but not limited to, rules and regulations implementing the purposes set forth in Article VI.

Section 2. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, easements, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or any Owner to enforce any restriction, condition, covenant, easement, lien or charge

herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 3. Severability. Invalidation of any one of the provisions of this Declaration or the By-laws, by judgment or court order, shall in no way affect any other provisions which shall remain in full force and effect.

Section 4. Amendments.

(a) The covenants, conditions, restrictions and easements of this Declaration shall run with and bind the land, as covenants running with the land, and shall inure to the benefit of and be enforceable by Declarant, the Association or any Owner, and their respective legal representatives, heirs, successors and assigns, for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years.

(b) At any time and from time to time this Declaration may be amended or revoked by the recording in the Office of the Recorder of Cass County, Missouri, of an instrument (1) stating the terms of such amendment or revocation, and (2) certifying that it has been duly approved at an annual or special meeting of the Owners by at least a majority vote of the Owners. Such amendment or revocation shall be effective from and after the date of its recording.

Section 5. Perpetuities and Other Rules of Subject Property. If any of the options, privileges, covenants or rights created by this Declaration or the By-laws of the Association would otherwise violate (a) the rule against perpetuities or some analogous statutory provision, or (b) any other statutory or common law rules imposing time limits, then such provision shall continue only until twenty-one (21) years after the death of the survivor of the now living lawful descendants of the incumbent Governor of the State of Missouri and the President of the United States.

Section 6. Construction. This Declaration shall be liberally construed so as to facilitate and promote the objectives of this Declaration. Narrow, technical and literal construction of this Declaration, inconsistent with the objectives of Declarant, the Board of Directors of the Association and the Owners shall be avoided.

Section 7. Headings. The headings contained in this Declaration are for reference only and shall not in any way affect the meaning or interpretation of this Declaration.

Section 8. Notices. Any notice required or desired to be given under the provisions of this Declaration or the By-laws to any Member, Owner or any other persons entitled to use the Common Area, or any part thereof, shall be deemed to have been properly delivered when deposited in the United States mail, postage prepaid, directed to the last known address for each such person, all as shown on the books and records of the Association at the time such notice is given.

Section 9. Conflicts Between Declaration and City Ordinance Provisions. In the event there is at any time a conflict between any provision of this Declaration and any provision of any then effective ordinance, rule or regulation of the City of Raymore, Missouri, the ordinance, rule or regulation of the City of Raymore, Missouri then in effect shall prevail, but only to the extent it is more restrictive than this Declaration.

IN WITNESS WHEREOF, the undersigned has executed this Declaration as of the date first above written.

GOOD-OTIS LLC, a Missouri limited liability company

By Double G Properties, L.P., a Missouri limited partnership, its Manager

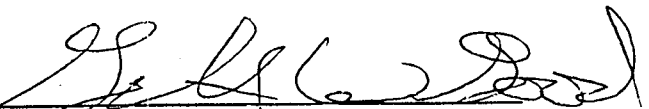
By 
Gilbert W. Good, its
General Partner

EXHIBIT A

THE GOOD RANCH - TRACT 6

DESCRIPTION

All that part of Section 20, Township 46, Range 32 and all that part of the Northeast ¼ of Section 29, Township 46, Range 32, in Raymore, Cass County, Missouri, more particularly described as follows:

Beginning at the Northeast corner of the West ½ of the Northeast ¼ of Section 20, Township 46, Range 32, said point being North 90°00'00" West, 1,297.87 feet, along the North line of the Northeast ¼ of said Section 20, from the Northeast corner of said Section 20; thence North 90°00'00" West along the North line of the Northeast ¼ of said Section 20, 1,020.28 feet; thence South 00°00'00" East, 40.00 feet; thence South 14°10'21" West, 167.53 feet; thence South 44°34'40" West, 306.97 feet; thence South 04°35'41" East, 224.91 feet; thence South 15°49'16" East, 427.03 feet; thence South 05°37'41" East, 322.72 feet; thence South 01°36'03" West, 255.04 feet; thence South 07°52'59" East, 755.86 feet; thence South 04°52'58" West, 139.09 feet; thence South 68°43'29" East, 130.30 feet; thence along a curve to the right having an initial tangent bearing of South 21°25'31" West, a radius of 370.00 feet and a central angle of 25°36'15", 165.34 feet; thence South 47°01'46" West, 40.63 feet; thence South 42°58'14" East, 60.00 feet; thence South 57°53'40" East, 129.14 feet; thence South 27°19'51" East, 42.27 feet; thence South 00°06'10" West, 74.06 feet; thence South 04°04'54" West, 191.79 feet; thence South 21°08'28" West, 232.71 feet; thence South 38°26'44" West, 218.01 feet; thence South 27°30'32" East, 421.67 feet; thence South 27°03'49" West, 317.16 feet; thence South 27°18'05" West, 330.15 feet; thence South 40°20'50" West, 175.77 feet to a point on the West line of the Southeast ¼ of said Section 20, said point being North 00°05'28" East, 687.00 feet from the Southwest corner of said Southeast ¼; thence continuing South 40°20'50" West, 10.00 feet; thence South 35°12'32" West, 100.00 feet to a point of curvature; thence Southeasterly, along a curve to the right with a radius of 1,950.00 feet, a central angle of 02°19'57", and an initial tangent bearing of South 54°47'28" East, a distance of 79.39 feet to a point on the West line of the Southeast ¼ of said Section 20, said point being North 00°05'28" East, 550.59 feet from the Southwest corner of said Southeast ¼; thence continuing along said curve with a radius of 1,950.00 feet and a central angle of 13°58'44", a distance of 475.76 feet; thence South 38°28'46" East, 278.28 feet to a point on the South line of said Section 20, said point being South 89°59'29" East, 512.35 feet from the Southwest corner of the Southeast ¼ of said Section 20; thence continuing South 38°28'46" East, 229.69 feet to a point of curvature; thence Southeasterly, along a curve to the left with a radius of 2,050.00 feet, a central angle of 15°45'56" and tangent to the last described course, a distance of 564.08 feet; thence North 35°45'18" East, 357.32 feet; thence North 30°53'41" East, 277.06 feet; thence North 00°00'00" East, 40.00 feet to a point on the South line of Section 20, Township 46, Range 32; thence North 89°59'29" West, 117.22 feet along said South line to the Southeast corner of the West ½ of the Southeast ¼ of said Section 20; thence North 00°05'46" East, 2,649.02 feet along the East line of the West ½ of the Southeast ¼ of said Section 20 to the Southeast corner of the West ½ of the Northeast ¼ of said Section 20, said point being South 89°56'53" East, 1,296.26 feet from the Southwest corner of said Northeast ¼; thence North 00°07'33" East, 2,655.48 feet along the East line of the West ½ of the Northeast ¼ of said Section 20 to the Northeast corner of the West ½ of the Northeast ¼ of said Section 20 and the Point of Beginning. Containing 228.03 Acres more or less.

EXHIBIT B

DESCRIPTION

All that part of the West 1/2 of the Northeast 1/4 of Section 20, Township 46, Range 32 in Raymore, Cass County, Missouri, more particularly described as follows:

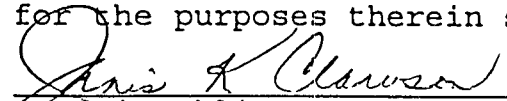
Beginning at the Northeast corner of the West 1/2 of the Northeast 1/4 of Section 20, Township 46, Range 32, said point being North 90°00'00" West, 1,297.87 feet; along the North line of the Northeast 1/4 of said Section 20, from the Northeast corner of said Section 20; thence North 90°00'00" West along the North line of the Northeast 1/4 of said Section 20, 1,020.28 feet; thence South 00°00'00" East, 40.00 feet; thence South 14°10'21" West, 167.53 feet; thence South 44°34'40" West, 306.97 feet; thence South 04°35'41" East, 224.91 feet; thence South 15°49'16" East, 427.03 feet; thence South 05°37'41" East, 80.82 feet; thence North 81°55'06" East, 136.01 feet; thence North 82°29'04" East, 60.00 feet; thence North 78°59'48" East, 181.90 feet; thence North 76°57'52" East, 105.32 feet; thence North 69°25'37" East, 129.96 feet; thence North 47°51'47" East, 369.77 feet; thence North 87°36'04" East, 261.80 feet to a point on the East line of the West 1/2 of the Northeast 1/4 of said Section 20; thence North 00°07'33" East along said East line, 746.39 feet to the Point of Beginning. Containing 25.97 acres more or less.

Exhibit C

By-laws

STATE OF MISSOURI)
) SS
COUNTY OF Cass)

On this 29th day of September, 1995, before me, the undersigned, a Notary Public in and for said state, personally appeared Gilbert W. Good general partner of Double G Properties, L.P., a Missouri limited partnership, which is the Manager of Good-Otis LLC, a Missouri limited liability company, known to me to be the person who executed the within Declaration of Covenants, Conditions, Easements and Restrictions in said capacity on behalf of said limited partnership, and acknowledged to me that he executed the same for the purposes therein stated.



Notary Public

My Commission Expires: _____

JANIS K. CLAWSON
Notary Public - Notary Seal
STATE OF MISSOURI
Cass County
My Commission Expires October 2, 1997