



1999I 0046491

JACKSON COUNTY DEPARTMENT OF RECORDS
308 WEST KANSAS
INDEPENDENCE, MO 64050

RECORDER OF DEEDS DOCUMENT IDENTIFICATION & CERTIFICATION SHEET

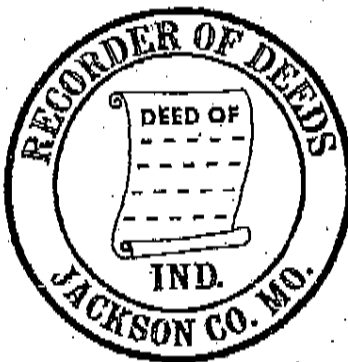
TYPE OF INSTRUMENT: PARTIAL PRINCIPALS IDENTIFIED FROM DOCUMENT FOR DOCUMENT TRACKING PURPOSES
REST RESTRICTIONS: RICHARDSON RANCH
BRIEF PROPERTY DESCRIPTION: SECTION 3 T 47 R 31

NOTE: Document information on this certification sheet is furnished as a convenience only, and in the case of any discrepancy between same and the attached instrument, the attached instrument governs. The Recorder's official Grantor/Grantee indices are created from the information contained in the actual instrument attached hereto.

STATE OF MISSOURI)
COUNTY OF JACKSON) SS.

I, the undersigned Recorder of Deeds for said County and State, do hereby certify that the following and annexed instrument of writing, which consists of 15 pages (this page inclusive), was filed for record in my office on the 3 day of June, 1999, at 12:26:55 and is truly recorded as the document number shown at the top and/or bottom of this page.

In witness whereof I have hereunto set my hand and official seal the day, month and year aforesaid.



Fees:
MO HOUSING TRUST FUND 001-2473 \$3.00
HOMELESS 043-250-2105 \$3.00
RECORDING FEE \$47.00
USER FEE \$4.00

Mary H. Murphy

Director of Records
Jackson County, MO

D. LANKFORD
Recording Deputy

Recording Fee: \$57.00
(Paid at time of Recording)

Return to:

FIRST AMERICAN TITLE INS
200 S SPRING
PO BOX 60
INDEPENDENCE, MO 64051

Document Number / Book & Page:
1999I 0046491 (1 - 15)

PLEASE DO NOT REMOVE THIS
PAGE FROM THE DOCUMENT

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
RICHARDSON RANCH

THIS DECLARATION, made on the date hereinafter set forth by Richard Link Construction Co., Inc., a Missouri corporation, of the County of Jackson, State of Missouri, owner of the platted lots of the real property legally described herein on the date of the execution hereof, hereinafter referred to as "Declarant,"

WITNESSETH:

WHEREAS, Declarant is the owner of certain property located in the County of Jackson, State of Missouri more particularly described as:

A TRACT OF LAND IN THE NE 1/4 OF SECTION 3, TOWNSHIP 47, RANGE 31 AND THE SOUTH 1/2 OF THE SE 1/4 OF SECTION 34, TOWNSHIP 48, RANGE 31, IN LEE'S SUMMIT, JACKSON COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: BEGINNING AT THE SW CORNER OF THE SAID NE 1/4 OF SECTION 3; THENCE N 01°40'55"E 2573.17 FEET, ALONG THE WEST LINE OF SAID NE 1/4 OF SECTION 3 TO THE NW CORNER OF SAID NE 1/4 OF SECTION 3; THENCE S 87°56'55"E 464.29 FEET, ALONG THE NORTH LINE OF SAID NE 1/4 OF SECTION 3 TO THE SW CORNER OF SAID SE 1/4 OF SECTION 34; THENCE N 02°20'03"E 829.20 FEET, ALONG THE WEST LINE OF SAID SE 1/4 OF SECTION 34 TO A POINT ON THE EAST LINE OF LOT 70 IN "BRIDGEPORT 2nd PLAT", A SUBDIVISION IN LEE'S SUMMIT, JACKSON COUNTY, MISSOURI; THENCE N 38°24'37"E 65.19 FEET, TO THE MOST EASTERLY CORNER OF LOT 69 IN SAID "BRIDGEPORT 2nd PLAT"; THENCE N 51°35'23"W 35.00 FEET, TO THE MOST SOUTHERLY CORNER OF LOT 68 IN SAID "BRIDGEPORT 2nd PLAT"; THENCE N 38°24'37"E 115.00 FEET TO THE MOST EASTERLY CORNER OF SAID LOT 68; THENCE S 51°35'23"E 35.00 FEET TO A POINT THE SOUTH RIGHT OF WAY LINE OF CHIPMAN ROAD; THENCE N 38°24'37"E 225.00 FEET, TO THE MOST EASTERLY CORNER OF LOT 66 IN SAID "BRIDGEPORT 2nd PLAT"; THENCE N 17°50'18"E 83.19 FEET, TO THE NE CORNER OF LOT 65 IN SAID "BRIDGEPORT 2nd PLAT"; THENCE N 09°47'43"E 91.88 FEET (91.92 FEET PLAT), TO A POINT ON THE NORTH LINE OF THE SW 1/4 OF THE SAID SE 1/4 OF SECTION 34, POINT ALSO BEING THE NE CORNER OF LOT 64 IN SAID "BRIDGEPORT 2nd PLAT"; THENCE S 88°01'33"E 1059.39 FEET (1059.41 FEET PLAT), TO THE NE CORNER OF SAID SW 1/4 OF THE SE 1/4 OF SECTION 34, POINT ALSO BEING THE SW CORNER OF LOT 231 IN "BRIDGEPORT 6th PLAT", A SUBDIVISION IN LEE'S SUMMIT, JACKSON COUNTY, MISSOURI; THENCE S 02°07'24"W 656.89 FEET (656.91 FEET PLAT), ALONG THE EAST LINE OF SAID SW 1/4 OF THE SE 1/4 OF SECTION 34; THENCE S 87°35'54"E 1334.05 FEET (1326.13 FEET PLAT), TO A POINT ON THE

EAST LINE OF SAID SE 1/4 OF SECTION 34) THENCE S 01°53'39"W 681.78 FEET TO THE SE CORNER OF SAID SECTION 34, POINT ALSO BEING THE NE CORNER OF "RICHARDSON ESTATES", A SUBDIVISION IN JACKSON COUNTY, MISSOURI; THENCE N 87°39'29"W 437.57 FEET (436.9 FEET PLAT), ALONG THE SOUTH LINE OF SAID SECTION 34 TO THE NE CORNER OF SAID SECTION 3; POINT ALSO BEING THE NW CORNER OF LOT 12 IN SAID "RICHARDSON ESTATES"; THENCE S 02°06'28"W 1661.50 FEET, ALONG THE EAST LINE OF SAID NE 1/4 OF SECTION 3, THENCE N 85°10'38"W 882.56 FEET; THENCE S 02°06'28"W 939.46 FEET, TO A POINT ON THE SOUTH LINE OF SAID NE 1/4 OF SECTION 3; THENCE N 87°53'33"W 1799.84 FEET, ALONG THE SOUTH LINE OF SAID NE 1/4 OF SECTION 3 TO THE POINT OF BEGINNING; CONTAINING 199.919 ACRES MORE OR LESS, EXCEPT THAT PART IN ROADS.

WHEREAS, Declarant will convey said properties, subject to certain protective covenants, conditions, restrictions, reservations, liens and charges as hereinafter set forth;

NOW, THEREFORE, Declarant hereby declares that all of the properties described above 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 the real property. These easements, covenants, restrictions and conditions shall run with the real property and shall be binding on all other parties having or acquiring any right, title or interest in the described properties or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to three (3) separate associations designated "Carriage Point," "Wood Creek," and "The Paddock" corresponding to three (3) separate plats at RICHARDSON RANCH subdivision, and the successors and assigns of each.

Section 2. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of each Association.

Section 3. "Common Areas" shall mean all real property owned by each Association for the common use and enjoyment of the members of each Association.

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Areas.

Section 5. "Member" shall mean and refer to every person or entity who holds membership in each Association.

Section 6. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 7. "Declarant" shall mean and refer to Richard Link Construction Co., Inc., a Missouri corporation, its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Section 8. "Board of Directors" shall refer to the Board of Directors of each Association as defined in Article I, Section 1 as said Board is from time to time constituted.

ARTICLE II

MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by each Association, including contract sellers, shall be a member of each 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 assessment by each Association. Ownership of such Lot shall be the sole qualification for membership.

ARTICLE III

VOTING RIGHTS

Each Association shall have two classes of voting membership:

Class A. Class A members shall be all those Owners as defined in Article II with the exception of the Declarant. Class A members shall be entitled to one vote for each Lot in which they hold the interest required for membership by Article II. 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 approval and exercise veto power in conjunction with all votes by each Association's members including all votes by the members of each Association's Board of Directors, so long as the Class B membership holds ownership of any lot as defined in Article I, Section 4 for developmental purposes.

ARTICLE IV **PROPERTY RIGHTS**

Section 1. Member's Easements of Enjoyment. Every member shall have a right and easement of enjoyment in and to the Common Area and such easement shall be appurtenant to and shall pass with the title to every assessed Lot, subject to the following provisions:

(a) The right of each Association, in accordance with the Articles and By-Laws of each Association, to borrow money for the purpose of improving the Common Area and facilities and in aid thereof to mortgage said property, and the rights of such mortgage in said properties shall be subordinate to the rights of the homeowners hereunder;

(b) The right of each 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 of the members subject to the veto power of the Class B membership, if a Class B membership is then existing.

Section 2. Title to the Common Area. The Declarant hereby covenants for itself, its heirs and assigns, that it will convey fee simple title to the Common Area as platted on recording of said Plat to each Association.

ARTICLE V

COVENANT FOR MAINTENANCE AND ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed of other conveyance is deemed to covenant and agree to pay each Association an annual assessment or charge for purposes of maintenance of the Common Area. The annual assessment and any special assessment together with such interest thereon and cost of collection thereof as

hereinafter provided shall be a charge on the land and shall be a continuing lien upon the property against which each assessment is made as to all successors and assigns. Each such assessment, together with such interest, late fees, cost and reasonable attorney's fees shall, in addition to the lien herein provided, also be the personal obligation of the person who is the owner of such property at the time when the assessment fell due. The personal obligation shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessment. The assessments levied by each Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents in the properties, and in particular, for improvement and maintenance of Common Areas, including, but not limited to, payment of taxes and insurance on the common area, repairs to, replacement of, and additions to the Common Areas, and for the cost of labor, equipment, materials, and supervision of the Common Areas.

Section 3. Basis of Annual Assessments. Upon the conveyance of a Lot to a residential Owner in each platted subdivision, the annual assessment of said Lot shall be as follows: Carriage Point, One Hundred Dollars (\$150); Wood Creek, One Hundred Dollars (\$100); The Paddock, Two Hundred Fifty Dollars (\$250). The annual assessment of each platted subdivision may be increased effective January 1 of each year provided that such change shall have the assent of 2/3 of the Class A membership of each platted subdivision voting in person or by proxy, at a meeting duly called for this purpose, which written notice 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. Such approval shall be subject to the veto right of the Class B member, if existing.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, each Association may levy any assessment year, a Special Assessment applicable to that year only, for purposes of defraying, in whole or in part, costs of any construction, reconstruction, repair or replacement of a capital improvement upon the common area, including fixtures, personal property related thereto, or purchases of additional Common Areas, provided that any such assessments shall have the assent of 2/3 of the votes of the members of each platted subdivision who are voting in person or by proxy at a meeting duly called for this purpose, which written notice 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. At any such meeting, the presence of members or proxies entitled to cast sixty percent (60%) of all votes which can be cast shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirements as set forth herein. Such approval shall be subject to the veto right of the Class B member, if existing.

Section 5. Date of Commencement of Assessments. The assessments provided for herein shall commence as to all platted lots on the first day of the month following conveyance of the Common Areas pertaining to said Plat to each Association. Written notice of the assessment shall be sent to every Owner subject thereto.

Section 6. Effect of Nonpayment of Assessments: Remedies of each Association. Any assessments, general or special, which are not paid when due shall be delinquent. If the assessment is not paid within sixty (60) days after the due date, the assessment shall bear a late fee of Ten and no/100 Dollars (\$10.00) per month, and interest from the date of delinquency at the rate of eighteen percent (18%) per annum until paid in full, and each Association may bring an action at law against the Owner personally obligated to pay the same, and in addition foreclose the lien against the property. Said lien may be foreclosed by an action brought in the name of the Board of Directors of each Association and their successors in office acting on behalf of all Association members in like manner as a mortgage of real property as provided in Sections 443.190 - 443.310 R.S.Mo. Members of the Board of Directors and their successors in office acting on behalf of each Association's owners through an appointed representative shall have the power to bid any interest so foreclosed at the foreclosure sale and to acquire and hold, lease, mortgage, and convey the same. Any recovery obtained by the Board of Directors of each Association as a result of the foreclosure action, or any monies obtained through acquisition, sale, or lease of the aforesaid shall be first applied to the expense of such foreclosure sale or lease and then to any unpaid assessments, expenses, fees, or late charges accrued pursuant to this Declaration, and any other lawful charges due and owing to each Association from the Owner. Interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner shall waive or otherwise escape liability for the assessments provided for here in for non-use of Common Areas or abandonment of his Lot.

Section 7. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot which is subject to any mortgage, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to payments thereof which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE VI

ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made including exterior color, until the plans and specifications showing the nature, color, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external appearance, design and location in relation to surrounding structures and topography by the Class B member, so long as said member is active, and thereafter by the Board of Directors of each Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. With regard to The Paddock, there will be submitted a Landscape Plan for approval by the Class B member, so long as said member is active, and thereafter by the Board of Directors of the Association, or by an Architectural Committee composed of three (3) or more representatives appointed by the Board in the same manner as approval of plans and specifications regarding construction, changes, or alterations. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within ten (10) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE VII

EXTERIOR MAINTENANCE

In the event a need for maintenance or repairs is caused through the willful or negligent act of an Owner, his family or guest or invitees, the cost of such maintenance which shall

include but not be limited to paint, repair, replace, care of roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks and other exterior improvement but shall not include glass surfaces, may be assessed against the Owner if such maintenance or repairs are implemented by each Association and if so assessed shall be added to and become a part of the assessment to which the Lot is subject.

ARTICLE VIII

USE AND OCCUPANCY RESTRICTIONS

Section 1. Protective Covenants.

(a) **Residential Use.** All property in this classification shall be used, improved and devoted exclusively to residential use. Nothing herein shall be deemed to prevent the owner from leasing a living unit to a single family, subject to all provisions of this declaration. Declarant, however, may maintain sales offices, management offices, and model homes, provided that not more than one (1) sales office and one (1) management office shall be maintained at any one time.

(b) **Nuisances.** No nuisance shall be permitted to exist or operate upon any property so as to be detrimental to any other property in the vicinity thereof or to its occupants.

(c) **Restriction on Further Subdivision.** No Lot upon which a living unit has been constructed shall be further subdivided or separated into smaller lots by any Owner, and no portion less than all of such Lot, nor any easement or other interest therein shall be conveyed or transferred by an Owner.

(d) **Other Restrictions.**

1) No residences at Carriage Point and Wood Creek shall be erected on any platted subdivision Lot or upon any property legally described in said plat having less than the following square footage:

Any residence requires a minimum ground floor area of 1200 square feet excluding porches, garages, breezeways, and basements.

No residence at The Paddock shall be erected on any platted subdivision Lot or upon any property legally described in said plat having less than the following square footage:

Any one-story residence with attached garage requires a minimum ground floor area of 2300 square feet excluding porches, garages, breezeways, and basements. Any 1-½ story residences with attached garage requires a minimum ground floor area of 2000 square feet excluding porches, garages, breezeways, and basements, with a total square footage of 2800 square feet. Two-story residences shall have 1800 square feet on the first floor with a total square footage of 3000 square feet.

2) All structures in The Paddock shall have either a 40-year composition tile or standing seam colored metal roof, with roof breaks.

3) All structures in Carriage Point and Wood Creek shall have a 30-year composition roof and some masonry on the front of each structure.

4) No structure of a temporary character or any house trailer, mobile home, basement, tent, shack, detached garage, or outbuilding shall be permitted to placed upon said property.

5) No animals, livestock or poultry of any kind shall be raised, bred, or kept on any Lot or other tract of land, or in the Common Areas except dogs, cats or other household pets may be kept in residential areas, provided that they are not kept, bred or maintained for any commercial purposes. No pets shall be staked in the Common Areas. All pets shall be kept on a leash when outside the home or within yard by fence of invisible fence.

6) No boats, house trailers, motor homes, recreational vehicles, campers inoperable motor vehicles, boat trailers, and trailers of every other description shall be permitted to be parked or to be stored on the Properties or outside any Lot improvement without the express approval of each Association, except only during periods of approved construction on the Properties. No cars, trucks, or other vehicles may be parked overnight on any street.

7) All garages shall be kept clean and uncluttered as much as practicable to preserve the appearance of the Properties.

8) Owners shall not cause or permit anything to be hung or displayed on the outside of windows or placed on the outside walls of a building, and no sign, awning, canopy, shutter, radio or television antenna or satellite dish other than 19" satellite dish approved as to location pursuant to Article VI hereof shall be affixed to or placed upon the exterior walls or roof or any part thereof, without the prior consent of each Association. In addition, no

satellite dishes or any other types of antenna shall be installed on or about any platted subdivision Lot or on any Common Areas, with the exception of model homes and management offices.

9) No noxious or offensive activity shall be carried on on any Lot or in the Common Areas, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other owners or occupants. The noise level within any home shall never be so great as to disturb the owners or occupants of any other home.

10) No clothes, sheets, blankets, laundry of any kind or other articles shall be hung out or exposed on any Lot or on the exterior of any home or any part of the Common Areas. The exterior area of any Lot and the Common Areas shall be kept free and clear of rubbish, debris and other unsightly materials.

11) 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 items on any part of the Common Areas. Balconies, decks and patio areas shall be used only for their intended purposes.

12) No fences or barricades shall be installed in the Common Areas except as approved by each Association.

13) 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 Properties provided, however, that this provision shall not be construed to prevent the use of any home for a home office or studio so long as such use shall not interfere with the quiet enjoyment or comfort of any other owner or occupant.

14) No automotive repair or rebuilding or any other form of automotive manufacture, whether for hire or otherwise, shall occur on the Properties.

15) All residential structures must be constructed of materials approved by the Home Owners Association Board of Directors and the Class B member, if any.

16) All Lots are to be fully sodded with grass unless a specific alternate request is submitted to and approved by the Architectural Committee for seeding by a professional lawn seeder contractor.

17) Fences in The Paddock shall be built of wrought iron four (4) feet high and conform to a common standard approved by the Class B member, so long as said member is active, and thereafter by each of said Association's Board of Directors. Such approval shall be based upon standards of general appearance and the necessity of preserving all walkway easements of record.

18) Fences in Wood Creek and Carriage Point shall be built of wood six (6) feet high and conform to a common standard approved by the Class B member, so long as said member is active, and thereafter by each of said Association's Board of Directors. Such approval shall be based upon standards of general appearance and the necessity of preserving all walkway easements of record.

19) All fireplaces shall be masonry or zero clearance, built to match, or compatible with siding, and a low profile rectangular top.

20) No building shall be permitted to stand with its exterior in an unfinished condition for longer than five 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 three months. No building shall be occupied until the exterior shall have been completed.

21) No above-ground swimming pools shall be erected, installed, constructed, and/or maintained by an Owner on any Lot, other than an entirely portable and movable wading pool.

(e) Upon conveyance of the first Lot to an Owner, the Architectural Control Committee shall adopt general rules to implement purposes sets forth under Article VI, designated "Architectural Control" and shall adopt general rules interpreting the covenants and restrictions contained herein including but not limited to rules regulating animals, trash containers, planting, maintenance and removal of vegetation on the Properties. Such general rules may be amended by a two-thirds (2/3) vote of the Board of Directors of the Home Owners Association following a public hearing with due notice to all members of the Home Owners Association and subject to approval of the Class B member, if any. General rules may be amended by a two-thirds (2/3) vote of the Board of Directors following a public hearing which

due notice to all members of the Home Owners Association and subject to approval of the Class B member, if any.

(f) Each Owner shall keep all Lots owned by him and all improvements thereon in good order and repair, and free of debris, including but not limited to seeding, watering and mowing of all lawns; pruning and cutting of all trees and shrubbery and painting (or other appropriate external care) of all buildings and other improvements, all in a manner and such frequency as consistent with good property management. In the event the Owner of any Lot in the Properties shall fail to maintain the premises and improvements situated thereon, the Board of Directors shall have the right through its employees or agents to enter upon said Lot, correct or repair, maintain or restore said Lot and the exterior of any buildings or other improvements erected thereon. All costs related to such corrections or repairs shall be added to and become an assessment against said Lot as provided for herein.

ARTICLE IX

EASEMENTS

Easements for installation and maintenance of utilities and drainage facilities are and will be reserved by Declarant and dedicated to public utilities as shown on the recorded Plats 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 or flow of drainage channels in the easements, or which may obstruct or retain the flow of water through drainage channels in the easements. The easement area of each Lot and tract of land and all improvements in it shall be maintained continuously by the Owner of the land, except for those improvements for which a public authority or utility company is responsible.

ARTICLE X

GENERAL PROVISIONS

Section 1. Enforcement. Each Association, or any owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations,

liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by each Association or by any Owner to enforce any covenant 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 or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by each Association, or the Owner of any Lot subject to this Declaration, 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. The covenants and restrictions of this Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than eighty percent (80%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be properly recorded.

Section 4. Approval by Class B Member. As long as there is a Class B membership, the following actions, which are in addition to the those as are set forth herein, will require prior approval of said Class B member:

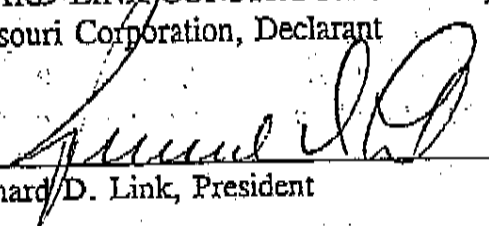
- (a) Annexation of additional Properties;
- (b) Dedication of Common Areas;
- (c) Amendment of this Declaration of Covenants, Conditions and Restrictions.

Section 5. These restrictions hereby encompass by reference as if fully stated the license laws of the City of Lee's Summit as they now exist and may be from time to time amended.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 25th day of May, 1999, for purposes of adopting and recording this DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF

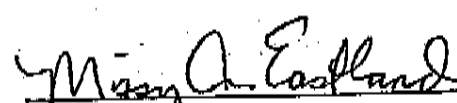
RICHARDSON RANCH in the Office of the Recorder of Deeds of Jackson County, Missouri
at Independence for purposes of the same being filed by the owner of record.

RICHARD LINK CONSTRUCTION CO., INC.
A Missouri Corporation, Declarant

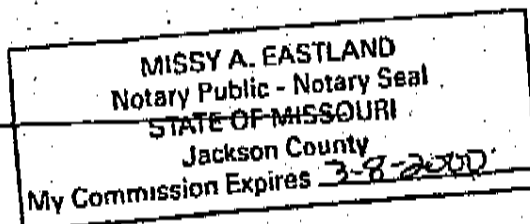
By 
Richard D. Link, President

State of Missouri)
) ss.
County of Jackson)

On this 25th day of May, 1999, before me, the undersigned, a Notary Public in and for said state, personally appeared Richard D. Link, President of Richard Link Construction Co., Inc., a Missouri corporation, known to me to be the person who executed the within DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF RICHARDSON RANCH in behalf of said corporation and acknowledged to me that he executed the same for the purposes therein stated.


Notary Public

My Commission Expires:



rcalstate\richards.doc

CUMBERLAND PROPERTIES, INC.

A Missouri Corporation, Declarant

By

Glen H. Jones, President

State of Missouri)
) ss.
County of Jackson)

On this 25th day of May, 1999, before me, the undersigned, a Notary Public in and for said state, personally appeared Glen H. Jones, President of Cumberland Properties, Inc., a Missouri corporation, known to me to be the person who executed the within DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF RICHARDSON RANCH in behalf of said corporation and acknowledged to me that he executed the same for the purposes therein stated.

Missy A. Eastland
Notary Public

My Commission Expires:

