
BY-LAWS

Wood Creek

of the Good Ranch

A Planned Community

1577

PO Box ~~155~~ • Raymore, MO 64083

BY LAWS
WOOD CREEK OF THE GOOD RANCH HOMEOWNERS' ASSOCIATION

ARTICLE I
PURPOSES

As stated in its Articles of Incorporation and the Declaration of Covenants, Conditions, Easements and Restrictions for Wood Creek of the Good Ranch ("Declaration"), the purposes of Wood Creek of the Good Ranch Homeowners' Association (the "Association") shall be to maintain, operate and manage a private residential area with lots, improvements and common property, located in the city of Raymore, Cass county, Missouri.

(Capitalized terms herein shall have the meaning ascribed to them in the Declaration unless specifically defined herein.)

ARTICLE II
OFFICES

The Association shall maintain in the State of Missouri a registered office and a registered agent at such office and may have other offices within or without the state.

ARTICLE III
MEMBERS

SECTION 1. MEMBERSHIP. Every owner of a lot in the Subject Property shall be a member of the Association ("Member") without the right of withdrawal. Membership shall be appurtenant to and may not be separated from ownership of any Lot. Ownership of such lot shall be the sole qualification for membership.

Declarant shall be a Member of the Association to the extent of any lots owned.

SECTION 2. VOTING RIGHTS. The Association shall have two classes of voting membership:

Class A. Class A Members shall be all Owners except Declarant. Class A Members shall be entitled to one vote for each lot owned. 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 the Owners of the Lot determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Class B. The class B member shall be Declarant. So long as Declarant is the owner of not less than 11% of the Lots, then, notwithstanding any provision herein to the contrary, the Class B Member shall be entitled to approve and/or exercise veto power in conjunction with all votes by the Members, including all votes by the Board of Directors of the Association ("Board"). In the event that Declarant owns less than 11% of Lots, the class B Membership shall cease and be converted to a Class A Membership.

SECTION 3. TERMINATION OF MEMBERSHIP. Upon the sale or transfer of a Lot, membership in the Association is terminated.

SECTION 4. TRANSFER OF MEMBERSHIP. Membership in this Association is not transferable or assignable. However, Members may delegate their rights of enjoyment to the Common Area and facilities to family members, tenants or contract purchasers who reside on the Member's Lot.

ARTICLE IV MEETINGS OF MEMBERS

SECTION 1. ANNUAL MEETING. An annual meeting of the Members shall be held on or before March 31 each year, beginning with the year 1997, on a date and at a time selected by the Board for the purpose of electing directors and for the transaction of such other business as may come before the meeting. If such day be a legal holiday, the meeting shall be held at the same hour on the next succeeding business day.

SECTION 2. SPECIAL MEETING. Special meetings of the Members may be called either by the president, the Board, or not less than one-third (1/3) of the Members having voting rights.

SECTION 3. PLACE OF MEETING. The Board may designate any place as the place of meeting for any annual meeting or for any special meeting called by the Board. If no designation is made or if a special meeting be otherwise called, the place of meeting shall be at the City Hall of the City of Raymore, Missouri.

SECTION 4. NOTICE OF MEETING. Written notice stating the place, date, and hour of any meeting of Members shall be delivered to each Member entitled to vote at such meeting, not less than five (5) nor more than forty (40) days before the date of such meeting. In case of a special meeting or when required by statute or by these by laws, the purpose for which the meeting is called shall be stated in the notice. If mailed, the notice of a meeting be shall be deemed delivered when deposited in the United States mail, addressed to the Member at his address as it appears on the books of the Association, with postage thereon prepaid.

SECTION 5. INFORMAL ACTION BY MEMBERS. Any action required to be taken at a meeting of the Members of the Association, or any other action which may be taken at a meeting of Members, may be taken without a meeting if a consent in writing setting forth the action so taken, shall be signed by all of the Members entitled to vote with respect to the subject matter thereof.

SECTION 6. QUORUM. The Members holding a majority of the votes which may be cast at any meeting shall constitute a quorum at such meeting. If a quorum is not present at any meeting, Members holding a majority of the votes present may adjourn the meeting at any time without further notice. At any adjourned meeting at which a quorum shall be present, any business may be transacted which might have been transacted at the original meeting; withdrawal of Members from any meeting shall not cause failure of a duly constituted quorum at that meeting.

SECTION 7. PROXIES. Each Member entitled to vote at a meeting of Members or to express consent or dissent to corporate action in writing, without a meeting, may authorize another person or persons to act for him by proxy, but no such proxy shall be voted or acted upon after eleven months from its date, unless the proxy provides for a longer period.

ARTICLE V BOARD OF DIRECTORS

SECTION 1. GENERAL POWERS. The affairs of the Association shall be managed by its Board. In managing the affairs of the Association, the Board shall have general rights and duties, including, but not limited to, the following:

- (a) The Board shall have the authority to obtain (i) insurance insuring the Association against any liability to the public or the Owners (and/or invitees or tenants), incident to the operation of the Association, in any amount not less than \$300,000 against the claim of one person or \$1,000,000 against the claims of two or more persons in one occurrence, (ii) property damage insurance in an amount not less than \$300,000 per occurrence, and (iii) errors and omissions insurance for directors and officers. Such policy or policies shall contain an endorsement providing that the rights of the named insured shall not be prejudiced with respect to action against others named insureds, Notwithstanding the foregoing, the Board shall have the authority to maintain such other insurance as the Board deems advisable in the operation and protection of the Subject Property.
- (b) The Board shall have the power and duty to provide for the designation, hiring and removal of employees and other personnel, including lawyers and accountants and other such professionals and to engage or contract for the services of others in the maintenance, repair, replacement, administration, management, and operation of the Common Area and the Association.
- (c) The Board shall have the authority to prepare, adopt and distribute, to the Owners, an annual budget for the Association covering each calendar year, or portion thereof, from the date of the sale of the first Lot forward. The budget for the calendar year in which the first Lot is sold shall cover the period from the date of the first sale to December 31st of that year, and shall be distributed not later than thirty (30) days after the sale of the first Lot. Each budget thereafter shall be distributed to each Owner no later than December 1st of the year preceding the year covered by such budget.
- (d) The Board shall have the authority to enter into agreements, contracts, deeds, leases and all other forms of contractual obligations which the Board determines shall be reasonably necessary for the operation and maintenance of the Common Area and the Association.
- (e) The Board shall have the authority to adopt such reasonable rules and regulations as it may deem advisable for the operation and maintenance of the Subject Property, and for the health, comfort, safety and general welfare of the Owners and occupants of the Subject Property. Written notice of such rules and regulations shall be given to all Owners no later than fifteen (15) days before such and regulations are to become effective

SECTION 2. NUMBER, TENURE AND QUALIFICATIONS. The number of directors shall be five (5). Each director shall hold office until the next annual meeting of Members and until his successor shall have been elected and qualified. Directors need not be residents of Missouri or Members of the Association. The number of directors may be decreased to not fewer than three (3) or increased to any number from time to time by amendment of this section.

SECTION 3. REGULAR MEETING. A regular annual meeting of the Board shall be held without other notice than the notice **contained in these By-laws, immediately after, and at the same** place as, the annual meeting of Members. The Board may provide, by resolution, the time and place for the holding of additional regular meetings of the Board without other notice than such resolution.

SECTION 4. SPECIAL MEETINGS. Special meetings of the Board may be called by or at the request of the president or any two directors. The person or persons authorized to call special meetings of the Board may fix any place as the place for holding any special meeting of the Board called them.

SECTION 5. NOTICE. Notice of any special meeting of the Board shall be given at least five (5) days previously thereto by written notice to each director at his address as shown by the book of the Association. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail in a sealed envelope so addressed, with postage thereon prepaid. Notice of any special meeting of the Board may be waived in writing, if signed by the person or persons entitled to the notice either before or after the time of the meeting. The attendance of a director at any meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of any regular or special meeting of the Board, need be specified in the notice or waiver of notice of such meeting, unless specifically required by law or by these By-laws.

SECTION 6. QUORUM. A majority of the Board shall constitute a quorum for the transaction of business at any meeting of the Board; provided, however, if less than a majority of the directors are present at said meeting, a majority of the directors are present may adjourn the meeting, to another time without further notice.

SECTION 7. MANNER OF ACTING. The act of a majority of the directors present at a meeting at which a quorum is present shall be the act of the Board, unless the act of a greater number is required by statute, these By-laws, or the Articles of Incorporation.

SECTION 8. VACANCIES. Any vacancy occurring in the Board or any directorship to be filled, by reason of an increase in the number of directors, shall be filled by the Board, unless the Articles of Incorporation, statute, or these By-laws provide that a vacancy or directorship so created shall be filled in some other manner, in which case such provision shall control. A director elected to fill a vacancy shall be elected for the unexpired terms of this predecessor in office.

SECTION 9. COMPENSATION. Directors Shall not receive any stated salaries for their services, but by resolution of the Board, a fixed sum and expenses may be allowed for each regular or special meeting of the Board; provided, however, nothing herein contained shall be construed to preclude any director from serving the Association in any other capacity and receiving reasonable compensation therefor.

ARTICLE VI OFFICERS

SECTION 1. OFFICER. The Officers of the Association shall be a president, one or more vice presidents (The number thereof to be determined by the Board), a treasurer, a secretary, and such assistant treasurers, assistant secretaries or other officers as may be elected by the Board. Officers whose authority and duties are not prescribed in these By-laws shall have authority and perform the duties prescribed, from time to time, by the Board. Any two or more offices may be held by the same person, except for the offices of president and secretary.

SECTION 2. ELECTION AND TERM OF OFFICE. The officers of the Association shall be elected annually by the Board at the regular annual meeting of the Board. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as conveniently may be. Vacancies may be filled or new offices created and filled at any meeting of the Board. Each officer shall hold office until his successor shall have been duly elected and shall have qualified or until his death or until he shall resign or shall have been removed in the manner hereinafter provided. Election of an officer shall not in itself create contract rights.

SECTION 3. REMOVAL. Any officer elected or appointed by the Board may be removed by the Board whenever in its judgment the best interests of the Association would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed.

SECTION 4. PRESIDENT. The president shall be the principal executive officer of the Association. Subject to the direction and control of the Board, (a) he shall be in charge of the business and affairs of the Association; (b) he shall see that the resolutions and directives of the Board are carried into effect, except in those instances in which that responsibility is assigned to some other person by the Board; and, (c) in general, he shall discharge all duties incident to the office of the president and such other duties as may be prescribed by the Board. He shall preside at all meetings of the Members and of the Board. Except in those instances in which the authority to execute is expressly delegated to another officer or agent of the Association or a different mode of execution is expressly prescribed by the Board or these By-laws, he may execute for the Association any contracts, deeds, mortgages, bonds, or other instruments which the Board has authorized to be executed. He may vote all securities which the Association is entitled to vote, except as and to the extent such authority shall be vested in a different officer or agent of the Association by the Board.

Section 5. VICE PRESIDENT. The vice president (or in the event there be more than one vice-president, each of the vice-presidents) shall assist the president in the discharge of his duties as the president may direct and shall perform such other duties as from time to time may be assigned to him by the president or by the Board. In the absence of the president or in the event

of the presidents inability or refusal to act, the vice president (or vice-presidents, in the event there be more than one, in the order designated by the Board, or by the president if the Board has not made such a designation, or in the absence of any designation, then in the order of their seniority of tenure) shall perform the duties of the president and when so acting, shall have all the power of and be subject to all the restrictions upon the president. Except in those instances in which the authority to execute is expressly delegated to another officer or agent of the Association or a different mode of execution is expressly prescribed by the Board or these By-laws, the vice-president (or any of them if there are more than one) may execute for the Association any contracts, deeds, mortgages, bonds or other instruments which the Board has authorized to be executed.

SECTION 6. TREASURER. The treasurer shall be the principal accounting and financial officer of the Association. He shall (a) have charge of and be responsible for the maintenance of adequate books of account for the Association; (b) have charge and custody of all funds and securities of the Association, and be responsible therefore, and for the receipt and disbursement thereof; and (c) perform all the duties incident to the office of treasurer and such other duties as from time to time may be assigned to him by the president or by the Board. If required by the Board, the treasurer shall give a bond for the faithful discharge of his duties in such sum and with such surety of sureties as the Board shall determine.

SECTION 7. SECRETARY. The Secretary shall (a) record the minutes of the meeting of the Members and of the Board in one and more books provided for that purpose; (b) on behalf of the Association, prepare, execute, certify and record any amendments to the Declaration; (c) see that all notices are duly given in accordance with the provisions of these By-laws or as required by law; (d) be custodian of the corporate books; (e) keep a register of the address of each Member, which shall be furnished to the secretary by such Member; and (f) perform all duties incident to the office of secretary and such other duties as from time to time may be assigned to him the president or by the Board.

SECTION 8. ASSISTANT TREASURER AND ASSISTANT SECRETARIES. The assistant treasurer and assistant secretaries shall perform such duties as shall be assigned to them by the treasurer or the secretary, respectively, or the president or the Board. If required by the board, the assistant treasurers shall give bonds for the faithful discharge of their duties, in such sums and with such sureties as the Board shall determine.

ARTICLE VII COMMITTEES

SECTION 1. COMMITTEES OF DIRECTORS. The Board, by resolution adopted by a majority of the directors in office, may designate one (1) or more committees, including an architectural and landscape committee, each of which shall consist of two (2) or more directors, which committees, to the extent provided in said resolution and not restricted by law, shall have and exercise the authority of the Board in the management of the Association; provided, however, the designation of such committees and the delegation thereof authority shall not operate to relieve the Board, or any individual director, of any responsibility imposed upon it or him law.

SECTION 2. OTHER COMMITTEES. Other Committees not having and exercising the authority of the Board in the Association may be designated by the resolution adopted by a majority of the directors present at a meeting at which a quorum is present. Except as otherwise provided in such resolution, members of each such committee shall be Member of the Association, and the president of the Association shall appoint the member thereof. Any member thereof may be removed by the person or persons authorized to appoint such member, whenever in his or their judgment the best interested of the Association shall be served by such removal.

SECTION 3. TERM OF OFFICE. Each member of a committee shall continue as such until the next annual meeting of the Members of the A and until his successor is appointed, unless the committee shall be sooner terminated, or unless such member be removed from such committee, or unless such member shall cease to qualify as a member thereof.

SECTION 4. CHAIRMAN. One member of each committee shall be appointed chairman.

SECTION 5. VACANCIES. Vacancies in the membership of any committee may be filled by appointments made in the same manner as provided in the case of the original appointment.

SECTION 6. QUORUM. Unless otherwise provided in the resolution of the Board designating a committee, a majority of the whole committee shall constitute a quorum, and the act of a majority of the members present shall be the act of the committee.

SECTION 7. RULES. Each committee may adopt rules for its own governance not inconsistent with the Declaration, these By-laws or the rules and regulations adopted by the Board.

ARTICLE VIII INDEMNITY TO ASSOCIATION, ITS BOARD AND ITS OFFICERS

The individual officers and employees of the Association and the members of the Board shall not be liable to the Owners for any mistake of judgment or any acts or omissions made in good faith. The Owners shall indemnify and hold harmless each of the members of the Board and each of the officers and employees of the Association against all contractual liability to others arising out of contracts made by the Board or the officers or employees of the Association on behalf of the Owners unless any such contract shall have been made in bad faith or contrary to the provisions of the Declaration, the Articles of Incorporation or these By-laws. Every agreement made by the Board or any officer or employee of the Association on behalf of the Owners shall provide that the members of the Board or the officers or employees of the Association, as the case may be, are acting only as agents for the Association. No Owner shall have any personal liability under any such agreement.

ARTICLE IX CONTRACTORS, CHECKS, DEPOSITS, AND FUNDS

SECTION 1. CONTRACTS. The Board may authorize any officer of officers, agent or agent of the Association, in addition to the officers so authorized by these By-laws, to enter into any

contract or execute and deliver any instrument in the name of and on behalf of the Association and such authority may be general or confined to specific instances.

SECTION 2. CHECKS, DRAFTS, AND OTHER INSTRUMENTS. All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness in the name of the Association shall be signed by such officer or officers, agent or agents of the Association and in such manner as shall from time to time be determined by resolution of the Board.

SECTION 3. DEPOSITS. All funds of the Association shall be deposited from time to time to the credit of the Association in such banks, trust companies, or other depositaries as the Board may select.

SECTION 4. GIFTS. The board may accept on behalf of the Association any contribution, gift, bequest, or devise for the general purposes or for any special purpose of the Association.

ARTICLE X BOOKS AND RECORDS

The Association shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its Members, Board, and committees having any of the authority of the Board, and shall keep at the registered or principal office a record giving the names and addresses of the Members entitled to vote. All books and records of the Association may be inspected by any Member, or his agent, or attorney for any proper purpose at any reasonable time.

ARTICLE XI FISCAL YEAR

The fiscal year of the association shall be fixed by resolution of the Board.

ARTICLE XII ASSESSMENTS

SECTION 1. CREATION OF THE LIEN AND PERSONAL OBLIGATION OF 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:

(a) Annual Assessments or charges to be fixed by the Board at a uniform rate for the Lots and collected in equal monthly installments due on the first day of each month of each year, or in such other installments as the Board shall elect.

(b) In addition to the annual assessments, in any assessments year, a special assessment applicable to that year for common operation expenses, or for capital improvements agreed to by a majority of the votes of the Members. Special assessments shall be fixed, established and collected from time to time as determined by the Board.

The annual and special assessments, together with such interest there on and cost of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon such Lot against with each such assessment is made. Each such assessments, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be a continuing personal obligation of the person who was the Owner of such Lot at the time when the Assessment fell due,

SECTION 2. PURPOSE OF ASSESSMENT. The assessments levied by the Association shall be used exclusively:

- (a) To promote the recreation, health, safety, and welfare of the residents of the Subject Property and directly related to the ownership, use and enjoyment of the Common Area, including, but not limited to, landscaping, real estate taxes and liability and other insurance in connection with the Common Area.
- (b) To maintain, repair, replace and make addition to the Common Area and to pay the cost of all labor, equipment (including the expenses for leasing any equipment) and materials required for the management, supervision and operations of the Common Area.
- (c) To otherwise carry out the duties and obligations of the Board as stated herein and in the Association's Articles of Incorporation and By-laws.

SECTION 3. DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS; DUE DATES.

- (a) The annual assessments against each Lot shall commence on the date Declarant conveys such Lot to a third party purchaser thereof. The first annual assessment shall be adjusted on a pro rata basis according to the number of days remaining in the calendar year. The due dates or dates of any special assessments shall be fixed in the resolution authorizing such special assessments.
- (b) Notwithstanding any provision herein to the contrary, any Lot owned by Declarant shall be exempt from the assessments created herein until the date Declarant conveys such Lot a third party purchaser thereof.

SECTION 4. DUTIES OF THE BOARD WITH RESPECT TO ASSESSMENTS.

- (a) The Board shall fix the amount of the annual assessment against each Lot for each annual assessment period at least thirty (30) days in advance of such date or period and shall, all that time, prepare a roster of the Lots and assessments applicable thereto, which shall be kept in the office of the Association and shall be open to inspection by the Owner. The Board shall further fix, establish and collect from time to time the amount of the special assessment against each Lot.
- (b) Written notice of the assessments shall be delivered or mailed to every Owner subject thereto, showing the amount or amounts due and the due date or dates if the assessment is to be paid in installments.

(c) The Board shall, upon written demand, furnish to any Owner liable for said assessments, a certificate in writing signed by an officer of the Association setting forth whether said assessments have been paid. Such certificate shall be conclusive evidence of payment of any assessments therein stated to have been paid. A reasonable charge may be made by the Board for the issuance of such certificates.

(d) If the Board fails to fix an amount of the annual assessment as provided in Section 4(a) above, each Owner shall be responsible for the payment of an amount equal to the annual assessment for the previous year.

SECTION 5. EFFECT OF NON PAYMENT OF ASSESSMENT; PERSONAL OBLIGATION OF THE OWNER; LIEN REMEDIES OF ASSOCIATION.

(a) If any assessment or part thereof is not paid within thirty (30) days after the due date, the total unpaid amount of such assessment or assessments shall immediately become due and payable and there shall also be due (i) a late fee equal to the greater of (A) five percent (5%) of the total unpaid amount or (B) Ten No/100 Dollars (\$10.00) per month, and (ii) interest from the date of delinquency at the maximum legal rate of interest.

(b) the total unpaid amount of all such installments, late charges and interest thereon shall constitute a lien on the Lot of the Owner personally obligated to pay the same, and upon the recording of notice thereof by the Board shall be a lien upon such Owner's interest in his Lot. The Association may, at its election, bring an action at law or in equity against the Owner personally obligated to pay the same in order to enforce payment and/or to foreclose the lien against the Lot subject thereto.

There shall be added to the amount of such assessment the costs of preparing and filling the complaint (including, without limitation, reasonable attorneys fees) in such action, and in the event a judgment is obtained, such judgments shall include interest on the assessment as above provided, and reasonable attorney's fees to be fixed by the court, together with the cost of the action.

(c) Members of the Board, acting on behalf of the Association through an appointed representative, shall have the power to bid any interest so foreclosed at the foreclosure sale and to acquire, hold, lease, mortgage, and convey the same. Any recovery obtained by the Board as a result of the foreclosure action, or any monies obtained through acquisition, sale, or lease of the foreclosed Lot shall be first applied to the expenses of such foreclosure sale or lease and then to any unpaid assessments, interest, expenses, fees, or late charges accrued as provided herein, and any lawful charges due and owing to the Association from the Owner.

(d) No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of any Common Areas or his Lot.

SECTION 6. SUBORDINATION OF THE LIEN TO FIRST MORTGAGES.

The lien of the assessments provided for herein shall be subordinate only to the lien of any first mortgage or mortgages or first deed or deeds of trust. The sale or transfer of any Lot shall not affect any assessment liens. However, the sale or transfer of any lot which is subject to a first mortgage or first deed of trust, pursuant to a decree of foreclosure under such first mortgage or first deed of trust or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to payments thereof which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments which thereafter become due, or from the lien thereof.

ARTICLE XIII
SEAL

If a corporate seal is required by statute, the corporate seal shall have inscribed thereon the name of the Association and the word "Corporate Seal" Missouri."

ARTICLE XIV
WAIVER OF NOTICE

Whenever any notice is required to be given under the provisions of any applicable statute or under the provisions of the Declaration, the Articles of Incorporation or the By-laws of the Association, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE XV
AMENDMENTS

The power to alter, amend, or repeal the By-laws or adopt new By-laws shall be vested in the Board unless otherwise provided in the Declaration, the Article of Incorporation or the By-laws. Such action may be taken at a regular or special meeting for which written notice of the purpose shall be given. The By-laws may contain any provisions for the regulation and management of the affairs of the Association not inconsistent with law, the Declaration or the Articles of Incorporation.

DECLARATION OF CONVENENTS, CONDITION, EASEMENTS
AND RESTRICTIONS FOR WOOD CREEK OF THE GOOD RANCH

THIS DECLARATION ("Declaration") is made as of September 1, 1996 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 Country 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 Wood Creek 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, condition 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, easement and restriction, 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 of 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 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 Wood Creek of the Wood Creek 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 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 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 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. Owners 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 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 here by 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 sign 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 on 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 record 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 of 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 RESTRICTION

The Subject Property shall be used and occupied as follows:

Section 1. Each Lot shall be used exclusively 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:

1,100 square feet above ground with attached two car garage.

(b) Roof construction standards shall be maintained as follows:

GAF Woodline 25-year warranted roofing or approved equivalent in weather-gray color with pre colored metal valleys. Roof shall have roof breaks and gable construction.

(c) All residence are to be constructed with thermal break aluminum C-500 Columbia windows or approved equivalent 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.

(e) There shall be masonry on front or attached in some matter to premises.

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 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 item 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 be 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 building 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, Power 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, power 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, ether 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 regulation 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. Heading. 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 provisions of this Declaration and any provisions of any then effective ordinance rule or regulation of the city of Raymore, Missouri, the Ordinance, 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 _____ James Otis, Jr., its General partner

State of Missouri
County of Cass

On this 9th day of October, 1996, before me, the undersigned, a Notary Public in and for said state, personally appeared James Otis, Jr. 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 Restriction 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

XXXXXXXXXX
XXXXXXXXXX
XXXXXXXXXX
State of missouri

My XXXXXXXXXXXXXXXXXXXXX

EXHIBIT A

THE GOOD RANCH TRACT 4

DESCRIPTION

All that part of the northwest $\frac{1}{4}$ of Section 20, Township 46, Range 32 in Raymore, Cass County, Missouri, more particularly described as follows:

Commencing at the Northeast corner of the Northwest $\frac{1}{4}$ of Section 20, Township 46, Range 32, thence north $89^{\circ} 59' 35''$ West, along the North line of said Northwest $\frac{1}{4}$ 439.04 feet, to the Point of Beginning; thence south $00^{\circ} 00' 00''$ East, 113.85 feet, thence south $10^{\circ} 31' 50''$ East, 295.65 feet; thence South $31^{\circ} 12' 01''$ East 142.13 feet; thence South $07^{\circ} 08' 40''$ West, 211.36 feet; thence South $05^{\circ} 27' 23''$ East, 184.54 feet; thence South $22^{\circ} 51' 22''$ East, 219.80 feet; thence South $18^{\circ} 47' 38''$ West, 212.07 feet; thence South $09^{\circ} 46' 18''$ West, 126.74 feet; thence South $06^{\circ} 42' 41''$ East, 122.28 feet; thence South $27^{\circ} 26' 13''$ East, 145.56 feet; 145.86 feet, thence South $13^{\circ} 37' 24''$ East, 589.42 feet; thence South $07^{\circ} 00' 36''$ West 369.51 feet; thence South $03^{\circ} 24' 08''$ West, 204.83 feet; thence South $00^{\circ} 07' 00''$ East, 156.75 feet; thence South $12^{\circ} 33' 43''$ East 60.00 feet to a point of Curvature; thence Southwesterly along a curve to the right, said curve having a radius of 770.00 feet, a central angle of $03^{\circ} 00' 01''$ and an initial tangent bearing of South $77^{\circ} 26' 17''$ West, an arc distance of 40.32 feet; thence South $09^{\circ} 33' 42''$ East, 125.00 feet; thence South $80^{\circ} 26' 18''$ West, 125.66 feet; thence North $83^{\circ} 34' 38''$ West, 181.15 feet; thence North $06^{\circ} 25' 22''$ East, 125.00 feet; thence North $83^{\circ} 34' 38''$ West, 223.98 feet; thence North $06^{\circ} 25' 22''$ East, 60.00 feet; thence North $11^{\circ} 19' 21''$ West, 222.27 feet; thence North $36^{\circ} 35' 42''$ West, 376.47 feet; thence North $17^{\circ} 26' 06''$ West, 367.68 feet; thence North $21^{\circ} 17' 56''$ West, 196.05 feet; thence North $00^{\circ} 42' 52''$ East, 169.19 feet; thence North $20^{\circ} 32' 00''$ West, **2xx.58** feet; thence North $27^{\circ} 09' 34''$ West, 120.00 feet; thence North $00^{\circ} 26' 24''$ West 1374.46 feet to a point on the North line of said Northwest $\frac{1}{4}$; thence South $89^{\circ} 59' 35''$ East along said North line, 850.05 feet to the Point of Beginning except that part in road right-of-way. Containing 61.461, acres, more or less.

EXHIBIT B

WOOD CREEK-1ST PLAT

DESCRIPTION

All that part of the Northwest $\frac{1}{4}$ of Section 20, Township 46, range 32 in Raymore, Cass County, Missouri, more particularly described as follows:

Commencing at the Northeast corner of the Northwest $\frac{1}{4}$ Section 20, Township 46, range 32, thence North $89^{\circ}59'35''$ West, along the North line of said Northwest $\frac{1}{4}$, 439.04 feet, to the Point of Beginning; thence South $00^{\circ}00'00''$ East, 113.85 feet; thence South $10^{\circ}31'50''$ East, 295.65 feet; thence South $31^{\circ}12'01''$ East, 142.13 feet; thence South $07^{\circ}08'40''$ West, 211.36 feet; thence South $05^{\circ}27'23''$ East, 120.76 feet; thence South $76^{\circ}20'24''$ West, 136.72 feet; thence North $74^{\circ}24'47''$ West, 56.14 feet; thence South $80^{\circ}49'43''$ West, 89.62 feet; thence North $88^{\circ}46'58''$ West, 58.57 feet; thence North $72^{\circ}21'22''$ West 58.57 feet; thence North $59^{\circ}59'05''$ West, 195.83 feet; thence North $87^{\circ}09'44''$ West 202.30 feet; thence South $84^{\circ}58'15''$ West, 196.29 feet; thence North $00^{\circ}26'24''$ West, 777.87 feet to a point on the North line of said Northwest $\frac{1}{4}$; thence South $89^{\circ}59'35''$ East along said North line, 850.05 feet to the Point of Beginning, containing 17.169 acres more or less.

**SUPPLEMENT TO DECLARATION
OF COVENANTS, CONDITIONS, EASEMENTS AND
RESTRICTIONS FOR WOOD CREEK OF THE GOOD RANCH**

This SUPPLEMENT TO DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS FOR WOOD CREEK OF THE GOOD RANCH ("Supplement") is made and entered into as of this ___ day of March, 1998, by Good-Otis LLC, a Missouri limited liability company ("Declarant").

RECITALS:

A. Declarant previously entered into a Declaration of Covenants, Conditions, Easements and Restrictions for Wood Creek of the Good Ranch ("Declaration") dated September 1, 1996, which was recorded in the Office of the Recorder of Cass County, Missouri on October 9, 1996 as Document No. 099614, in Book 001537, Page 000017.

B. Pursuant to the Declaration (i) a portion of the Total Tract described in the Declaration was subjected to the terms and provisions of the Declaration and (ii) Declarant retained the right to subject additional portions of the Total Tract to the Declaration.

C. Declarant is the owner of the balance of the Total Tract.

D. Declarant desires to subject to the Declaration of the balance of the Total Tract. The balance of the Total Tract is more particularly described on Exhibit A attached hereto.

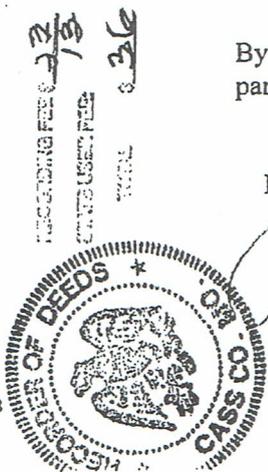
NOW THEREFORE, the Declarant hereby subjects the balance of the Total Tract to the Declaration and all of the terms, provisions and conditions thereof.

IN WITNESS WHEREOF, Declarant has executed this Supplement as of the day and year set forth above.

GOOD-OTIS LLC, a Missouri limited liability company

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

By *James Otis, Jr.*
James Otis, Jr., its
General Partner



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COFFEY LAND TITLE, INC.
P.O. BOX 208
CASS COUNTY, MISSOURI 64501

127047

STATE OF MISSOURI }
COUNTY OF CASS }
VERIFIED BY PUBLIC RECORDS
50 MAR -9 P. 3: 19 7
001645 000194
RECORDING FEE \$ 23/13
JOHN KORBEN, RECORDER
DEPUTY

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On this 2nd day of MARCH, 1998, before me, the undersigned, a Notary Public in and for said state, personally appeared James Otis, Jr. 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 Supplement to Declaration of Covenants, Conditions, Easements, and Restrictions for Wood Creek of the Good Ranch in said capacity on behalf of said limited partnership and the limited liability company, and acknowledged to me that he executed the same for the purposes therein stated.

Mary L Curzon
Notary Public

Feb. 27, 1999
My Commission Expires:



MORTGAGEE'S CONSENT

~~Good Otis L.P., A Missouri Limited~~ Partnership, which is the holder and owner of a
Mortgage dated July 6, 1995 and recorded in the Office of the Recorder of Cass County,
Missouri on July 10, 1995 as Document No. 077308 in Book 001449,
page 000040, hereby consents to the foregoing Supplement to Declaration of Covenants,
Conditions, Easements and Restrictions for Wood Creek of the Good Ranch .

Dated: March 5, 1998

Kurt W. [Signature]

STATE OF Missouri)
) SS
COUNTY OF Jackson)

On this 5th day of March, 1998, before me, the undersigned, a Notary Public in and for said state, personally appeared Kurt W. Lutz, known to me to be the Executive Vice President of First National Bank of Missouri and the person who executed the within Mortgagee's Consent to the Supplement to Declaration of Covenants, Conditions, Easements and Restrictions for Wood Creek of the Good Ranch .

Kristin E. Hunt
Notary Public

12-21-98
My Commission Expires:

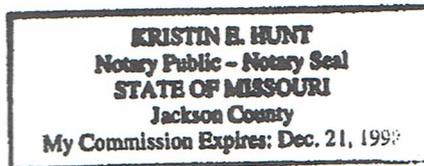


EXHIBIT A

See Attached

EXHIBIT A

THE GOOD RANCH - TRACT 4

DESCRIPTION

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

Commencing at the Northeast corner of the Northwest ¼ of Section 20, Township 46, Range 32, thence North 89°59'35" West, along the North line of said Northwest ¼, 439.04 feet, to the Point of Beginning; thence South 00°00'00" East, 113.85 feet; thence South 10°31'50" East, 295.65 feet; thence South 31°12'01" East, 142.13 feet; thence South 07°08'40" West, 211.36 feet; thence South 05°27'23" East, 184.54 feet; thence South 22°51'22" East, 219.80 feet; thence South 18°47'38" West, 212.07 feet; thence South 09°46'18" West, 126.74 feet; thence South 06°42'41" East, 122.28 feet; thence South 27°26'13" East, 145.86 feet; thence South 13°37'24" East, 589.42 feet; thence South 07°00'36" West, 369.51 feet; thence South 03°24'08" West, 204.83 feet; thence South 00°07'00" East, 156.75 feet; thence South 12°33'43" East, 60.00 feet to a Point of Curvature; thence Southwesterly along a curve to the right, said curve having a radius of 770.00 feet, a central angle of 03°00'01" and an initial tangent bearing of South 77°26'17" West, an arc distance of 40.32 feet; thence South 09°33'42" East, 125.00 feet; thence South 80°26'18" West, 125.66 feet; thence North 83°34'38" West, 181.15 feet; thence North 06°25'22" East, 125.00 feet; thence North 83°34'38" West, 223.98 feet; thence North 06°25'22" East, 60.00 feet; thence North 11°19'21" West, 222.27 feet; thence North 36°35'42" West, 376.47 feet; thence North 17°26'06" West, 367.68 feet; thence North 21°17'56" West, 196.05 feet; thence North 00°42'52" East, 169.19 feet; thence North 20°32'00" West, 295.58 feet; thence North 27°09'34" West, 120.00 feet; thence North 00°26'24" West, 1374.46 feet to a point on the North line of said Northwest ¼; thence South 89°59'35" East along said North line, 850.05 feet to the Point of Beginning except that part in road right-of-way. Containing 61.461 acres, more or less.

Excepting therefrom Wood Creek 1st Plat which is described on Exhibit B attached hereto

EXHIBIT B

WOOD CREEK - 1ST PLAT

DESCRIPTION

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

Commencing at the Northeast corner of the Northwest 1/4 of Section 20, Township 46, Range 32, thence North $89^{\circ}59'35''$ West, along the North line of said Northwest 1/4, 439.04 feet, to the Point of Beginning; thence South $00^{\circ}00'00''$ East, 113.85 feet, thence South $10^{\circ}31'50''$ East, 295.65 feet, thence South $31^{\circ}12'01''$ East, 142.13 feet, thence South $07^{\circ}08'40''$ West, 211.36 feet, thence South $05^{\circ}27'23''$ East, 120.76 feet, thence South $76^{\circ}20'24''$ West, 136.72 feet, thence North $74^{\circ}24'47''$ West, 56.14 feet, thence South $80^{\circ}49'43''$ West, 89.62 feet, thence North $88^{\circ}46'58''$ West, 58.57 feet, thence North $72^{\circ}21'22''$ West, 58.57 feet, thence North $59^{\circ}59'05''$ West, 195.83 feet, thence North $87^{\circ}09'44''$ West, 202.30 feet, thence South $84^{\circ}58'15''$ West, 196.29 feet, thence North $00^{\circ}26'24''$ West, 777.87 feet to a point on the North line of said Northwest 1/4; thence South $89^{\circ}59'35''$ East along said North line, 850.05 feet to the Point of Beginning, containing 17.169 acres more or less.

**AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS
FOR WOOD CREEK OF THE GOOD RANCH SUBDIVISION**

This Amendment to Declaration of Covenants, Conditions, Easements and Restrictions of Wood Creek of the Good Ranch is made this 27th day of December 2023 by the Wood Creek of the Good Ranch Homeowners' Association (hereinafter "Association") and its Owners as it pertains to certain property in Raymore, Cass County, Missouri, which is more particularly described as follows.

WITNESSETH:

WHEREAS, on September 1, 1996, Good-Otis, LLC, a Missouri limited liability corporation ("Declarant"), filed that certain Declaration of Covenants, Conditions, Easements and Restrictions of Wood Creek of the Good Ranch, recorded in Official Records Book 001537, Page 000017, Document no. 099614, et seq., of the Public Records of Cass County, Missouri ("Declaration"); and

WHEREAS, Declarant has assigned all of its rights to the Association; and

WHEREAS, pursuant to Article XI, Section 4(b) of the Declaration, the Declaration may be amended at any time by the consent thereof of Board Members representing a majority of the total Board Members of the Association; and

WHEREAS, the Association's Board of Directors has proposed to amend and restate the Declaration in order to update the method of community governance to establish a flexible and reasonable procedure to govern exterior improvements on lots; and

NOW, THEREFORE, Section 1 of Article VII of the Declaration is hereby amended by adding the following language:

Section 1. All homes must be occupied by their owners with the following exception:

Homes which are leased before the recording date may be rented if the homeowner provides verifiable proof the home was leased before the recording date of 28DEC2023. If any such leased home is sold after the recording date, this exception will expire automatically; and the purchaser of the home must occupy the home.

In all leased homes, the following provisions shall apply:

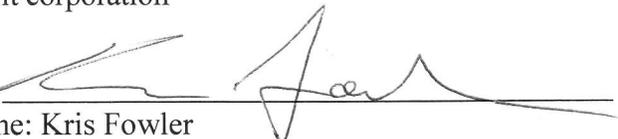
- (a) Landlords must provide names and contact information of their tenants to the Association's Secretary.

- (b) Leases may not be less than 12-month terms;
- (c) Leases must include a provision that tenants are aware of the Association's restrictions, covenants, and rules and agree to abide by them; and
- (d) Violations by tenants of any restrictions, covenants, or rules may result in fines or other sanctions against the homeowner.

Except as modified by this Amendment, all of the terms and provisions of the Declaration, as amended, are expressly ratified and confirmed and shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned officers of Wood Creek of the Good Ranch Homeowners' Association hereby certify that this Amendment has received the requisite approval pursuant to Article X of the Declaration this 28th day of December 2023.

WOOD CREEK OF THE GOOD RANCH
HOMEOWNERS' ASSOCIATION, a not-for
profit corporation

By: 
Name: Kris Fowler
Its: President

By: 
Name: Chris Olvera
Its: Vice-President/Treasurer

EXHIBIT A

THE GOOD RANCH - TRACT 4

DESCRIPTION

All that part of the Northwest $\frac{1}{4}$ of Section 20, Township 46, Range 32 in Raymore, Cass County, Missouri, more particularly described as follows: *

Commencing at the Northeast corner of the Northwest $\frac{1}{4}$ of Section 20, Township 46; thence 32, thence North $89^{\circ}59'35''$ West, along the North line of said Northwest $\frac{1}{4}$, 439.04 feet, to the Point of Beginning; thence South $00^{\circ}00'00''$ East, 113.85 feet; thence South $10^{\circ}31'50''$ East, 295.65 feet; thence South $31^{\circ}12'01''$ East, 142.13 feet; thence South $07^{\circ}08'40''$ West, 211.36 feet; thence South $05^{\circ}27'23''$ East, 184.54 feet; thence South $22^{\circ}51'22''$ East, 219.80 feet; thence: South $18^{\circ}47'38''$ West, 212.07 feet; thence South $09^{\circ}46'18''$ West, 126.74 feet; thence South $06^{\circ}42'41''$ East, 122.28 feet; thence South $27^{\circ}26'13''$ East, 145.86 feet; thence South $13^{\circ}37'24''$ East, 589.42 feet; thence South $07^{\circ}00'36''$ West, 369.51 feet; thence South $03^{\circ}24'08''$ West, 204.83 feet; thence South $00^{\circ}07'00''$ East, 156.75 feet; thence South $12^{\circ}33'43''$ East, 60.00 feet to a Point of Curvature; thence Southwesterly along a curve to the right, said curve having a radius of 770.00 feet, a central angle of $()3^{\circ}00'01''$ and an initial tangent bearing of South $77^{\circ}26'17''$ West, an arc distance of 40.32 feet; thence South $09^{\circ}33'42''$ East, 125.00 feet; thence South $80^{\circ}26'18''$ West, 125.66 feet; thence North $83^{\circ}34'38''$ West, 181.15 feet; thence North $06^{\circ}25'22''$ East, 125.00 feet; thence North $83^{\circ}34'38''$ West, 223.98 feet; thence North $06^{\circ}25'22''$ East, 60.00 feet; thence North $11^{\circ}19'21''$ West, 222.27 feet; thence North $36^{\circ}35'42''$ West, 376.47 feet; thence North $17^{\circ}26'06''$ West, 367.68 feet; thence North $21^{\circ}17'56''$ West, 196.05 feet; thence North $00^{\circ}42'52''$ East, 169.19 feet; thence North $20^{\circ}32'00''$ West, 295.58 feet; thence North $27^{\circ}09'34''$ West, 110.00 feet; thence North $00^{\circ}26'24''$ West, 1374.46 feet to a point on the North line of said Northwest $\frac{1}{4}$; thence South $89^{\circ}59'35''$ East along said North line, 850.08 feet to the Point of Beginning except that part in road right-of-way. Containing 61.461 acres, more or less.

EXHIBIT B

WOOD CREEK - 1ST PLAJ

DESCRIPTION.

All that part of the Northwest 1/4 of Section 20, Township 46, Rang 32 in Raymore, Cass County, Missouri, mo re particularly described as follows:

Commencing at the Northeast comer of the Northwest 1/4 of Section 20, Township 46, Range 32, thence North $89^{\circ}59'35''$ West, along the North line of said Northwest 1/4, 439.04 feet, to the Point of Beginning; thence Smith $00^{\circ}00'00''$ East, 113.85 feel, thence South $10^{\circ}31'50''$ East, 295.65 feet, thence South $31^{\circ}12'01''$ East, 142.13 feet, thence South $07^{\circ}08'40''$ West, 211.36 feet, thence South $05^{\circ}27'23''$ East, 120.76 feet, thence South $76^{\circ}20'24''$ West, 136.72 feet, thence North $74^{\circ}24'47''$ West, 56.14 feet, thence South $80^{\circ}49'43''$ West, 89.62 feet, thence North $88^{\circ}46'58''$ West, 58.57 feet, thence North $72^{\circ}21'22''$ West, 58.57 feet, thence North $59^{\circ}59'05''$ West, 195.83 feet, thence North $87^{\circ}09'44''$ West, 202.30 feet, thence South $84^{\circ}58'15''$ West, 196.29 feel, thence North $00^{\circ}26'24''$ West, 777.87 feet to a point on the North line of said Northwest 1/4; thence South $89^{\circ}59'35''$ East along said North line, 850.05 feet to the Point of Beginning, C(=nlaining 17.169 acres more or less.