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Katee Porter  
Recorder of Deeds

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## RECORDING COVER SHEET

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Title of Document: Extension of Declaration of Restrictions And Homeowners Association Declaration – Waterford Fourth Plat

Date of Document: June 1, 2018

Grantors: BCSW, LLC

Grantee(s): BCSW, LLC

Mailing Address(es): c/o Michael P. Keleher  
KELEHER & EASTMAN  
403 NW Englewood Road  
Gladstone, Missouri 64118

Legal Description: See Exhibit A

Reference Book and Page: Doc. # S98900, Book F, Page 151  
Doc. # S98904, Book 4787, Page 205  
Doc. # S98905, Book 4787, Page 218  
Doc. # 2008035902, Book 6060, Page 105  
Doc. #2009019400, Book 6199, Page 115  
Doc. # 2010001249, Book G, Page 200  
Doc. # 2010001252, Book 6343, Page 228  
Doc. # 2010001254, Book H, Page 1  
Doc. # 2010001256, Book 6343, Page 231

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## **EXTENSION OF DECLARATION OF RESTRICTIONS AND HOMEOWNERS ASSOCIATION DECLARATION**

### **WATERFORD FOURTH PLAT**

**THIS EXTENSION**, made this 1<sup>st</sup> day of June, 2018, by **BCSW, L.L.C.**, a Missouri Limited Liability Company, hereinafter referred to as "**DEVELOPER**."

**WHEREAS, DEVELOPER** filed, in the Office of Recorder of Deeds for Clay County, Missouri, at Liberty, a Plat of the subdivision known as **WATERFORD FIRST PLAT**, a subdivision in the City of Kansas City, Clay County, Missouri, on the 12<sup>th</sup> day of October, 2004, as Document No. S98900 in Book F at Page 151; and

**WHEREAS, DEVELOPER** filed, in the office of the Recorder of Deeds, Clay County, Missouri for **WATERFORD**, a Declaration of Restrictions on the 12<sup>th</sup> day of October, 2004, in Book 4787 at Page 205 in Document No. S98904, hereinafter referred to as the "**RESTRICTIONS**," and

**WHEREAS, DEVELOPER** filed, in the office of the Recorder of Deeds for Clay County, Missouri, the Homeowner's Association Declaration of Waterford on October 12, 2004, in Book 4787 at Page 218 in Document No. S98905, hereinafter referred to as the "**DECLARATION**," and

**WHEREAS, DEVELOPER** filed, in the office of the Recorder of Deeds, Clay County, Missouri, the First Amendment to the Declaration of Restrictions of Waterford on October 16, 2008, in Book 6060 at Page 105 in Document No. 2008035902, said First Amendment and all other amendments to the Restrictions and or the Declaration referred to in these recitals shall hereinafter be referred to collectively as the **AMENDMENTS**; and

**WHEREAS, DEVELOPER** filed, in the office of the Recorder of Deeds, Clay County, Missouri, the First Amendment to the Homeowners Association Declaration of Waterford and Second Amendment to the Declaration of Restrictions of Waterford on June 2, 2009, in Book 6199 at Page 115 in Document No. 2009019400, hereinafter collectively referred to as the **AMENDMENTS**; and

**WHEREAS, DEVELOPER** filed, in the office of the Recorder of Deeds for Clay County, Missouri a plat of the subdivision known as **WATERFORD - SECOND PLAT**, a subdivision in the City of Kansas City, Clay County, Missouri, on the 13<sup>th</sup> day of January, 2010, as Document No. 2010001249, Book G, Page 200; and

**WHEREAS, DEVELOPER** filed, in the office of the Recorder of Deeds for Clay County, Missouri an Extension of Declaration of Restrictions and Homeowners Association Declaration - Waterford Second Plat, on the 13<sup>th</sup> day of January, 2010, as Document No. 2010001252, Book 6343, Page 228; and

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**WHEREAS, DEVELOPER** filed, in the office of the Recorder of Deeds for Clay County, Missouri a plat of the subdivision known as **WATERFORD - THIRD PLAT**, a subdivision in the City of Kansas City, Clay County, Missouri, on the 13<sup>th</sup> day of January, 2010, as Document No. 2010001254, Book H, Page 1; and

**WHEREAS, DEVELOPER** filed, in the office of the Recorder of Deeds for Clay County, Missouri an Extension of Declaration of Restrictions and Homeowners Association Declaration - Waterford - Waterford Third Plat, on the 13<sup>th</sup> day of January, 2010, as Document No. 2010001256, Book 6343, Page 231; and

**WHEREAS**, Section XXVIII of said **RESTRICTIONS** and Section XVI of the **DECLARATION** permit the **DEVELOPER** to add, from time to time, other land as it may now own or hereafter acquire by executing and acknowledging an appropriate agreement for that purpose and filing the same for record in the office of the Recorder of Deeds for Clay County, Missouri; and

**WHEREAS, DEVELOPER**, as the owner of all of the land described therein, has filed in the office of Recorder of Deeds for Clay County, Missouri, a plat of the subdivision known as **WATERFORD FOURTH PLAT**, a subdivision in the City of Kansas City, Clay County, Missouri, at Liberty, as Document No. ~~2014003587~~, appearing in Plat Book I at Page ~~45, 3~~, on the 14<sup>th</sup> day of February, 2014, 2018, said plat having previously been approved by the City of Kansas City, Missouri.

**WHEREAS**, the property described in **WATERFORD FOURTH PLAT** is legally described on Exhibit A, attached hereto and incorporated herein and also described as Lots 1 through 40 and Tracts A, B and C, inclusive, **WATERFORD FOURTH PLAT**, a subdivision in Kansas City, Clay County, Missouri.

**WHEREAS, DEVELOPER**, as the owner of all of the aforementioned lots and tracts of land so shown on the aforesaid Plat now desires to subject said land to all the terms, covenants and provisions of the **RESTRICTIONS** and **DECLARATION**, all for the use, benefit and betterment of the **DEVELOPER** and for its future grantees, successors and assigns,

**NOW, THEREFORE**, in consideration of the premises, the **DEVELOPER**, for itself and for its successors and assigns and for its future grantees, hereby confirms that all of the lots and tracts of land shown on the above described **WATERFORD FOURTH PLAT** shall be and they are hereby made subject to all of the terms, covenants, and conditions of the **RESTRICTIONS** and **DECLARATION**, and all **AMENDMENTS** thereto described above herein and duly recorded in the office of the Recorder of Deeds for Clay County, Missouri, just as if these instruments were set out herein in full so that all the terms and provisions thereof will apply to **WATERFORD FOURTH PLAT**.

The terms, agreements, and conditions of this instrument shall be binding upon the successors grantees or assigns of the **DEVELOPER**.

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IN WITNESS WHEREOF, DEVELOPER, has caused this instrument to be execute the day and year first above written.

BCSW, L.L.C., a  
Missouri Limited Liability Company

By: Robert Wooldridge  
Robert Wooldridge, Manager

## MISSOURI ACKNOWLEDGMENT - L.L.C.

STATE OF MISSOURI     )  
County of Clay     ) ss.

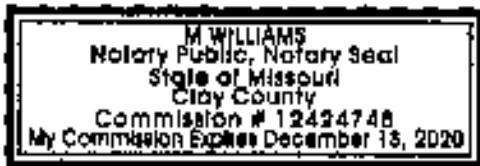
On this 13 day of June, 2018, before me, a Notary Public in and for said County and State, personally appeared **ROBERT WOOLDRIDGE, MANAGER of BCSW, L.L.C.**, a Missouri Limited Liability Company, known to me to be the person who executed the foregoing instrument in behalf of said company and acknowledged to me that he executed the same as his free act and deed for the purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at my office in \_\_\_\_\_, Missouri, the day and year last above written.

My Commission Expires:

12/13/20

M. Williams  
Notary Public



## EXHIBIT A

### WATERFORD FOURTH PLAT LEGAL DESCRIPTION

A tract of land in the Southeast Quarter of Section 6, Township 51 North, Range 32 West of the 5th Principal Meridian in Kansas City, Clay County, Missouri being bounded and described as follows: Commencing at the Northwest corner of said Southeast Quarter; thence South 00 degrees 26 minutes 38 seconds West, along the West line of said Southeast Quarter, 725.61 feet; thence South 89 degrees 33 minutes 22 seconds East, 50.00 feet to a point on the East right-of-way line of N. Indiana Avenue, as now established, said point being the Northeast corner of Lot 14, WATERFORD-FIRST PLAT, a subdivision in Kansas City, Clay County, Missouri, said point also being the Point of Beginning of the tract of land to be herein described; thence North 00 degrees 26 minutes 38 seconds East, along said East right-of-way line, 280.00 feet; thence South 89 degrees 33 minutes 37 seconds East, 169.98 feet; thence North 00 degrees 26 minutes 23 seconds East, 17.00 feet; thence South 89 degrees 33 minutes 37 seconds East, 180.00 feet; thence North 12 degrees 49 minutes 25 seconds East, 44.05 feet; thence North 70 degrees 24 minutes 23 seconds East, 35.22 feet; thence South 89 degrees 47 minutes 03 seconds East, 483.42 feet; thence South 68 degrees 10 minutes 06 seconds East, 35.24 feet; thence South 10 degrees 55 minutes 35 seconds East, 45.03 feet; thence South 89 degrees 35 minutes 28 seconds East, 130.00 feet; thence North 00 degrees 24 minutes 32 seconds East, 11.25 feet; thence South 89 degrees 35 minutes 28 seconds East, 180.00 feet to a point on the West line of Tract A, ESSEX NORTH-FIRST PLAT, a subdivision in Kansas City, Clay County, Missouri; thence South 00 degrees 24 minutes 27 seconds West, along said West line, 411.87 feet; thence South 31 degrees 02 minutes 29 seconds West, 109.55 feet; thence South 72 degrees 04 minutes 09 seconds West, 236.86 feet; thence North 00 degrees 26 minutes 23 seconds East, 29.92 feet; thence North 89 degrees 33 minutes 37 seconds West, 130.00 feet; thence South 00 degrees 26 minutes 23 seconds West, 1.96 feet; thence North 89 degrees 33 minutes 37 seconds West, 180.00 feet to the Southeast corner of Lot 15, WATERFORD-SECOND PLAT, a subdivision in Kansas City, Clay County, Missouri; thence North 00 degrees 26 minutes 23 seconds East, along the East line of said WATERFORD-SECOND PLAT, 139.46 feet; thence North 89 degrees 33 minutes 37 seconds West, continuing along said East line, 15.03 feet; thence North 00 degrees 26 minutes 23 seconds East, continuing along said East line, 137.00 feet to the Northeast corner of Lot 12, WATERFORD-SECOND PLAT; thence North 89 degrees 33 minutes 37 seconds West, along the North line of said WATERFORD-SECOND PLAT, 279.87 feet to the Northwest corner of Lot 9, WATERFORD-SECOND PLAT; thence South 00 degrees 26 minutes 23 seconds West, along the West line of WATERFORD-SECOND PLAT, 43.66 feet to the Northeast corner of Lot 15, WATERFORD-FIRST PLAT; thence North 89 degrees 33 minutes 37 seconds West, along the North line of said Lot 15, 122.40 feet to the Northwest corner of said Lot 15; thence North 00 degrees 26 minutes 23 seconds East, along the North line of WATERFORD-FIRST PLAT, 11.66 feet; thence North 89 degrees 33 minutes 37 seconds West, continuing along said North line, 220.00 feet to the Point of Beginning.

#### ALSO

A tract of land in the Southeast Quarter of Section 6, Township 51 North, Range 32 West of the 5th Principal Meridian in Kansas City, Clay County, Missouri being bounded and described as follows:

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Commencing at the Northwest corner of said Southeast Quarter; thence South 00 degrees 26 minutes 38 seconds West, along the West line of said Southeast Quarter, 257.86 feet; thence South 89 degrees 33 minutes 22 seconds East, 50.00 feet to a point on the East right-of-way line of N. Indiana Avenue, as now established, said point being the Point of Beginning of the tract of land to be herein described; thence North 00 degrees 26 minutes 38 seconds East, along said East right-of-way line, 213.21 feet; thence Northeasterly, continuing along said East right-of-way line, along a curve to the right, being tangent to the last described course with a radius of 15.00 feet, a central angle of 89 degrees 46 minutes 19 seconds and an arc distance of 23.50 feet to a point on the South right-of-way line of NE 92nd Street, as now established; thence South 89 degrees 47 minutes 03 seconds East, along said South right-of-way line, 261.74 feet; thence South 00 degrees 12 minutes 57 seconds West, 30.00 feet; thence South 57 degrees 35 minutes 45 seconds West, 101.64 feet; thence South 44 degrees 54 minutes 25 seconds West, 201.93 feet; thence North 89 degrees 33 minutes 37 seconds West, 49.96 feet to the Point of Beginning.

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S98904

STATE OF MO.  
CLAY COUNTY  
I CERTIFY INSTR. REC'D

2004 OCT 12 P 3:13 PM

BOOK # 4787 PAGE # 205

ROBERT T. SEVIER  
RECORDER OF DEEDS

by Randy Metcalf

Deputy

BK 4787 PG 205

## RECORDING COVER SHEET

Title of Document: Declaration of Restrictions of Waterford

Date of Document: July 1, 2004

Grantor(s): BCSW, LLC

Grantee(s): Waterford Homeowners Association

Mailing Address(es): Michael P. Keleher  
403 NW Englewood Road  
Gladstone, Missouri 64118

Legal Description: See attached Exhibit A.

Reference Book and Page:

FILED OCT 12 2004  
CLAY COUNTY  
RECORDED

Katee Porter, Recorder of Deeds

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BK 4787 PG 207

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## DECLARATION OF RESTRICTIONS

### WATERFORD

This Declaration of Restrictions, made this 1st day of July, 2004, by **BCSW, LLC**, a Missouri Limited Liability Company, the owner of the property hereafter described, located in **WATERFORD**, a subdivision in Kansas City, Clay County, Missouri, according to the recorded plat:

#### WITNESSETH THAT:

**WHEREAS, BCSW, LLC**, has caused a plat of land hereafter described to be recorded in the office of the Recorder of Deeds in Clay County, Missouri, said plat being filed in Book \_\_\_\_\_ at Page \_\_\_\_\_, under Document # \_\_\_\_\_, which land is more particularly described on Exhibit A; and

**WHEREAS, BCSW, LLC**, intends to improve and develop land herein described for residential purposes with single family residences;

**NOW, THEREFORE**, for itself and its successors and assigns and for its and their future grantees, **BCSW, LLC** hereby declares that the lots specifically designated below as shown on the recorded plat of **WATERFORD FIRST PLAT**, shall be and hereby are restricted as to their use in the manner hereinafter set forth.

#### FOR THE PURPOSE OF THESE RESTRICTIONS:

The term "**DEVELOPER**" shall mean **BCSW, LLC**, its successors and assigns.

The term "**STREET**" shall mean any street, road or drive which is shown on the above-described plat of **WATERFORD FIRST PLAT**.

The term "**OUT BUILDING**" shall mean an enclosed, covered structure not directly attached to the residence to which it is appurtenant.

The term "**LOT**" shall mean either (1) any lot as shown on the above-described plat, or (2) any tract or tracts of land as conveyed, consisting of one or more lots or part or parts of one or more lots as platted, upon which a residence may be erected in accordance with the Restrictions hereinafter established, or as established in individual deeds from **BCSW, LLC**, or from its successors and assigns.

The term "**CORNER LOT**" shall be deemed to mean any lot as platted or any tract of land as conveyed having more than one street contiguous to it. The street upon which the lot or part thereof fronts, as shown on the plat, shall be deemed to be the front street, and any other street conditions to such corner lot shall be deemed a side street.

The term "**PRIVATE OPEN SPACE**" shall mean any tract of land identified as private open space or Common Area on any Plat and designated for maintenance by the Homeowners Association for **WATERFORD** subdivision.

The term "**FRONT BUILDING LINE**" shall be deemed to be that line parallel to the front street as shown on the recorded plat as above described.

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Katee Porter, Recorder of Deeds

3X4787 PG208

## **SECTION I. PERSONS BOUND BY THESE RESTRICTIONS.**

All persons or corporations who now own or shall hereafter acquire any interest in the residential lots numbered:

Lots 1 through 40, inclusive, and Tract A, **WATERFORD FIRST PLAT**, a subdivision of land in Kansas City, Clay County, Missouri according to the recorded plat thereof, more particularly described on Exhibit "A" attached hereto

and owners of any other lots made subject to these restrictions shall be taken to hold and agree and covenant with the owner of said lots, and with its successors and assigns, to conform to and observe the following covenants, restrictions and stipulations as to the use thereof and the construction of residences and improvements thereon for a period of time ending on December 31, 2020; provided, however, that each of said restrictions shall be renewable and may be amended in the manner hereinafter set forth.

## **SECTION II. USE OF THE LAND.**

None of the lots referred to in Section I hereof shall be used or occupied for other than single family residence purposes. Any residence erected or maintained on any of said lots shall be designed for occupancy by a single family.

## **SECTION III. FRONTAGE OF RESIDENCES ON STREET.**

Any residence erected wholly or partially on a lot which is not a corner lot shall front on the front building line. Any residence erected on a corner lot shall front on the front building line and shall present a good appearance on the side building line as shown on said plat; provided, however, that any residence erected on a corner lot may be set diagonally thereon.

## **SECTION IV. GROUND FRONTAGE REQUIRED.**

No dwelling may be erected upon any lot herein described except upon a lot or lots or part or parts thereof with a street frontage of not less than the number of feet as shown on the recorded plat; provided that the Developer shall have and does hereby reserve the right in sale and conveyance of any of the lots bound by these restrictions to reduce the required frontage to be used with any residence on any lot, and the Developer may, at any time thereafter, with the consent in writing of the then record owner of the fee simple title to any such lot, change any required frontage herein specified or established by the conveyance of said lot; however, no change may be made at any time that will reduce the required frontage of land to be used and maintained with any residence erected thereon more than ten (10) feet below the minimum number of feet required for such residences as set forth above. No change will be made unless it is in compliance with Zoning and Subdivision Regulations of the City Code for Kansas City, Missouri.

## **SECTION V. SETBACK OF RESIDENCES FROM STREET AND SIDE LINES.**

No part of any residence, except fireplace chimneys, porches, driveways and walks, may be erected or maintained on any of said lots nearer to the front street or the side street than the front building line or the side building line, respectively, as shown on any plat of **WATERFORD**. No part of any residence, except as provided in Section XI dealing with fences, may be erected closer

to the side lines of the lot than is allowed by the zoning ordinances of the City of Kansas City, Missouri.

Provided, however, that the Developer may at any time hereafter with the consent in writing of the then record owner of the fee simple title to any such lot, change any building line that is shown on said plat. Provided further, that no change shall be made at any time which will permit the erection of any residence on any lot more than five (5) feet nearer to the front street or five (5) feet nearer to the side street than is the front building line or the side building line as shown on said plat, or that is not in compliance with the zoning ordinances of the City of Kansas City, Missouri.

## **SECTION VI. HEIGHT OF RESIDENCE.**

No residence erected on any of the lots hereby restricted may exceed two and one-half (2 ½) stories, excluding levels below street grade, nor be less than one full story in height without the written permission of the Developer.

## **SECTION VII. REQUIRED SIZE OF RESIDENCE.**

There shall be no minimum square footage requirement for any single family residence erected on any of the lots hereby restricted, PROVIDED, HOWEVER, that the Developer shall have and does hereby reserve the right in the sale or conveyance of any of said lots to establish a minimum required size of the residence to be erected on said lots.

## **SECTION VIII. APPROVAL OF DESIGN AND LOCATION.**

No construction shall be commenced upon any building, nor shall any building be moved upon any lot, until the exterior design and materials, including type of roofing, to be used are first approved in writing, by the Developer, or such persons or entity as the Developer may designate in writing. The Developer (or designee) does hereby reserve the right to determine the location of all buildings on the respective lot or lots, as well as the relation of the top of the foundation to the street level. All such approvals shall be in writing.

## **SECTION IX. EXTERIOR APPEARANCE.**

No building shall be permitted to stand with its exterior in an unfinished condition for longer than nine (9) months after the commencement of construction. In the event of fire, windstorm or other damage and the exterior of the building shall not be permitted to remain in a damaged condition longer than three (3) months from the date of such damage. No air conditioning apparatus, greenhouse, or unsightly projection shall be attached or affixed in the front of any residence.

## **SECTION X. LANDSCAPING.**

At the time of construction of each residential structure, the owner of each of the lots shall landscape the portion thereof between the street and the front building line to the same standard as that generally prevailing throughout the subdivision. All lawns shall be entirely sodded unless seeding is approved in writing by Developer. The monies for same are to be escrowed if sodding is not completed prior to occupancy.

## **SECTION XI. FENCES.**

On corner lots, no fence may be constructed nearer to any street than the back of the house, nor shall any fence be constructed nearer to any street than the side of the house. No fences of any kind or description shall be erected on any lot unless and until the location, height and material to be used have been approved in writing by the Developer, or such persons or entity as the Developer may designate in writing. Any person desiring to construct a fence on any lot shall submit to the Developer, a written request for permission to construct a fence. The request shall state the name and address of the owner of the lot on which the proposed fence is to be constructed, and the location, height and materials to be used in construction of the fence. It is expressly provided, however, that no fence to be constructed along the boundary line of any lot shall exceed five (5) feet in height.

No barb-wire or chain link fences will be constructed or allowed. All fences shall be "shadow box" type construction unless another type of construction is specifically approved by the Developer in writing. No portion of any fence may extend closer to the front street than the rear of the residence built on the lot.

## **SECTION XII. RIGHT TO APPROVE PLANS.**

No building, fence or other structure shall be erected, placed or altered on any building plot in this subdivision until the building plans, grading plans, specifications, plot plan and other information required herein showing the location of such building have been approved in writing as to conformity and harmony of external design with existing structures in the subdivision, and as to location of the building with respect to topography and finished ground elevation by the Developer or its successor. The rights to approve plans as aforesaid shall be vested in an "ARCHITECTURAL CONTROL COMMITTEE" which is hereby declared to be the Developer or its successors and assigns. For these purposes, as well as for the purpose of enforcing all other rights and restrictions herein contained, the Developer may transfer, as hereinafter provided, said rights to a Homeowners Association for said subdivision, the same to be composed of the owners of all the lots in said subdivision. If said authority to approve plans, as well as to perform any other rights of the Developer set forth in these Restrictions, is not sooner assigned or delegated to said HOMEOWNERS ASSOCIATION, it shall in any event be deemed automatically assigned to the WATERFORD Homeowners Association within said subdivision when the Developer has sold all of the lots within said subdivision.

Upon any such request for approval, the party requesting such approval shall submit simultaneously with said request the following documentation:

- (a) Four (4) exterior elevations delineating front elevation, back elevation, and both side elevations and a grading plan.
- (b) A site plan of the house as it will sit on the lot.
- (c) Floor plan.
- (d) A list of all exterior materials to be used which will include roof, masonry, siding and windows.
- (e) A landscape plan showing proposed planting for the yard.

- (f) A schedule and sample of exterior colors to be used.

The documentation listed above is intended only as a minimum requirement and the Architectural Control Committee shall be free to request any and all other documentation that said Committee in its sole discretion deems necessary. All such documentation shall be submitted in duplicate and shall be signed by the party requesting its approval.

## **SECTION XIII. LOCATION OF UTILITIES - CONNECTIONS.**

The Developer shall have and does hereby reserve the right to locate, erect, construct, maintain and use, or authorize the location, erection, construction, maintenance and use of, drains, sanitary and storm sewers, gas and water mains and line, telephone and electric lines, and other utilities, and to give or grant right-of-way, or easements therefor over and upon any part of said land reserved for utility easements on the recorded plat. No connection of any kind shall be made to any sewer line without prior inspection and approval by the Developer, and all storm and sanitary sewer construction and connections shall conform to the then current rules and regulations of the sewer district within which the subdivision lies.

## **SECTION XIV. TEMPORARY AND OUTBUILDINGS PROHIBITED.**

No outbuilding or other detached structure appurtenant to a residence may be erected on any of said lots. Nor may any temporary or uncompleted building, nor any automotive equipment, trailer, garage or appurtenance incident to a family dwelling be erected, maintained or used for residential purposes, either temporarily or permanently.

## **SECTION XV. LIVESTOCK OR POULTRY PROHIBITED.**

No livestock, poultry, or pigeons may be kept or maintained on any of said lots without the consent in writing of the Architectural Control Committee, provided, however, that there may be maintained upon any one lot at any time no more than two (2) dogs and two (2) cats over twelve (12) weeks of age.

## **SECTION XVI. SIGNS AND BILLBOARDS PROHIBITED.**

No signs, advertisements, billboards or advertising structures of any kind may be erected or maintained on any of said lots without the consent in writing of the Architectural Control Committee; provided, however, that not more than one advertising sign may be erected and maintained on each lot or tract sold and conveyed. Such advertising sign shall not be more than four (4) square feet in size and it may be used for the sole and exclusive purpose of advertising for sale the house or tract upon which it is erected.

## **SECTION XVII. STORAGE TANKS PROHIBITED.**

No tanks for the storage of fuel may be maintained above the surface of the ground on any of the lots hereby restricted.

## **SECTION XVIII. AUTOMOBILE REPAIR AND STORAGE.**

There shall be no automobile repair conducted on any of the lots bound by these restrictions. No automobiles, trailers, campers, recreation vehicles, mobile homes, or boats shall be stored or kept outside of any residence constructed on the lots subject to these restrictions without the prior written

approval of the Architectural Control Committee. All vehicles will be restricted to streets and driveways at all times.

## **SECTION XIX. OUTSIDE ANTENNA AND LIGHTS.**

No radio or television antennas, satellite dish or other device for reception of radio, television or computer signal may be kept or maintained on any of the lots hereby restricted, except within the residence located thereon, PROVIDED, HOWEVER, parabolic satellite dishes not more than eighteen (18) inches in diameter may be located on the outside of a residence, so long as the location thereof has been approved in writing by the Architectural Control Committee.

## **SECTION XX. ABOVE GROUND SWIMMING POOLS PROHIBITED.**

No above ground swimming pool may be maintained upon any of the lots hereby restricted.

## **SECTION XXI. FOUNDATIONS.**

All exterior basement foundations and walls which are exposed in excess of twelve inches (12") above final grade level shall be painted the same color as the house, or covered with siding, compatible with the structure.

All residences shall have a fireplace foundation. No fireplace with a cantilever shall be permitted. All fireplace closes will be terminated with a chimney or fireplace cap.

## **SECTION XXII. MISCELLANEOUS PROVISIONS.**

(a) **Garage Doors:** All doors on garages located on the lots hereby restricted shall be kept closed except when opened for the purpose of parking or removal therefrom of motor vehicles.

(b) **Exterior Clothes Lines and Poles:** No exterior clothes lines or poles may be erected or maintained on any of the lots hereby restricted.

(c) **Exterior Christmas Lights and/or Decorations:** No exterior Christmas lights and/or decoration may be erected or maintained on any of the lots hereby restricted except during a sixty (60) day period beginning November 15<sup>th</sup> of each calendar year.

(d) **Exterior Basketball Goals:** No exterior basketball goals shall be erected or maintained on any of the lots hereby restricted, without prior consent in writing by the Architectural Control Committee.

## **SECTION XXIII. NUISANCES.**

No nuisances or offensive activity shall be carried on upon any lot, nor shall anything be done on any lot which is or may become an annoyance or nuisance to the neighborhood. No business or profession of any nature shall be conducted on the land described herein.

## **SECTION XXIV. DURATION OF RESTRICTIONS.**

The restrictions herein set forth shall continue to be binding upon the Developer and upon its successors and assigns until December 31, 2020, and shall automatically be continued thereafter

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for successive periods of five (5) years each; provided, however, that the owners of the fee simple title to more than sixty percent (60%) of the lots bound by these restrictions may release all or any part of the restrictions herein set forth, on December 31, 2020, or at the end of any successive five-year period thereafter, by executing and acknowledging an appropriate agreement or agreements in writing for such purpose and filing such for record in the Office of the Recorder of Deeds of Clay County, Missouri.

Anything herein to the contrary notwithstanding, these restrictions may be amended without the consent of any other party by written instrument executed by the Developer, or its successors or assigns, at any time that the Developer or its successors and assigns own any of the lots subject to these restrictions.

## **SECTION XXV. AMENDMENT OR MODIFICATION OF RESTRICTIONS.**

The covenants, agreements, conditions, reservations, restrictions and charges created and established herein for the benefit of the owners of the lots made subject to these restrictions may be amended or modified with the written consent of the owners of two-thirds (2/3) of the lots subject to these restrictions. No such amendment or modification shall be effective until the proper instrument in writing shall be executed and recorded in the office of the Recorder of Deeds for the County of Clay, State of Missouri, and PROVIDED, FURTHER, no such amendment or modification shall affect the private open space or common properties, if any, located within the City of Kansas City, Missouri, without the duly acknowledged written consent of said City, PROVIDED FURTHER, no such amendment or modification shall be made without the written consent of the Developer. Such written consent of the Developer shall be required until the Developer has sold all lots made subject to these restrictions or waived its rights under this paragraph. Until such time as Developer has sold all lots in the subdivision made subject to these restrictions, the Developer shall have the unilateral right to amend these covenants without the consent of any other person.

## **SECTION XXVI. RIGHT TO ENFORCE.**

The restrictions herein set forth shall run with the land and bind the present owner and its successors and assigns and all subsequent owners of the land herein described and all said parties agree and covenant with the owner of the lots hereby restricted, and with its successor, assigns and grantees, to conform to and observe said restrictions as to the use of said lots and the construction of improvements thereon, but no restrictions herein set forth shall be personally binding on any corporations, person or persons, except in respect to breaches committed during its, his or their seisin of, or title to said land; and the Developer, and the owner or owners from time to time of any of the lots hereby restricted, shall have the right to enforce these restrictions, including the right to sue for and obtain an injunction, prohibitive or mandatory, to prevent the breach of or enforce the observance of the restrictions above set forth, in addition to ordinary legal actions for damages; and to recover reasonable attorney's fees incurred in such enforcement action from any person(s) found to have violated these covenants; and the failure of the Developer or any owner or owners from time to time of any lot or lots in this subdivision, to enforce any of the restrictions herein set forth at the time of its violation shall in no event be deemed to be a waiver of the right to do so thereafter.



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## **SECTION XXVII. EFFECT OF INVALIDITY OF A PORTION OF THIS DECLARATION.**

Invalidation of any one or more of the foregoing restrictions or covenants by judgment or court order shall in no manner affect any of the other provisions herein, and all such other provisions shall remain in full force and effect.

## **SECTION XXVIII. ADDITION OF OTHER LAND.**

The Developer shall have, and expressly reserves, the right from time to time to add such other land as it may now own or hereafter acquire to the operation of the provisions of these Restrictions by executing and acknowledging any appropriate agreement or agreements for that purpose and filing the same for record in the office of the Recorder of Deeds of Clay County, Missouri. When any other land is so subjected to the provisions hereof, whether the same consists of one or more tracts or whether said additions shall be subject to all the terms and provisions hereof, in the same manner and with like effect as though the same had been originally described herein and subjected to the provisions hereof. Such other land may include additional common properties or provide open space which shall be owned, held and used by the Association in accordance with the terms of this Declaration of Restrictions and the **WATERFORD HOMEOWNERS ASSOCIATION DECLARATION**.

**IN WITNESS WHEREOF, BCSW, LLC**, by authority of its Manager, has caused these presents to be executed the day and year above written.

**BCSW, LLC**, a Missouri Limited Liability Company

By: R.A. Worthington *Mgr.*  
Manager

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## MISSOURI ACKNOWLEDGMENT - LIMITED LIABILITY COMPANY

STATE OF MISSOURI )  
COUNTY OF Clay ) ss.

On this 29th day of June, 2004, before me appeared Robert A. Wooldridge, to me personally known, who being by me duly sworn, did say that he is the Manager of BCSW, LLC, a Missouri Limited Liability Company, and that said instrument was signed in behalf of said company by authority of its members, and said Robert A. Wooldridge acknowledged said instrument to be the free act and deed of said company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at my office in Kansas City, Missouri, the day and year last above written.

  
Notary Public

My Commission Expires:



BK 787 PG 216

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## EXHIBIT "A"

A subdivision of land in the Southeast Quarter of Section 6, Township 51, Range 32, Kansas City, Clay County, Missouri, being bounded and described as follows: Commencing at the Southwest corner of said Southeast Quarter; thence North 0°26'38" East, along the West line of said Southeast Quarter, 440.65 feet to the True Point of Beginning of the tract to be herein described; thence continuing North 0°26'38" East, along said West line, 1460.84 feet; thence South 89°33'37" East, 270.00 feet; thence South 0°26'23" West, 11.66 feet; thence South 89°33'37" East, 122.40 feet; thence South 0°26'23" West, 601.50 feet; thence South 01°23'07" West, 145.43 feet; thence South 34°41'27" East, 119.32 feet; thence Southwesterly on a curve to the right, having an initial tangent bearing of South 55°18'33" West, a radius of 250.00 feet, a central angle of 17°37'29", an arc distance of 76.90 feet; thence South 0°26'23" West, 135.63 feet; thence South 89°33'37" East, 60.03 feet; thence North 55°25'01" East, 116.91 feet; thence South 38°56'20" East, 192.16 feet; thence Southwesterly on a curve to the right, having an initial tangent bearing of South 51°03'40" West, a radius of 525.00 feet, a central angle of 02°05'54", an arc distance of 19.23 feet; thence South 36°50'26" East, 138.88 feet; thence North 54°54'19" East, 72.40 feet; thence South 55°32'24" East, 80.00 feet; thence South 40°26'10" East, 171.05 feet; thence South 55°00'00" West, 213.43 feet; thence South 65°24'57" West, 148.43 feet; thence North 48°45'53" West, 302.98 feet; thence North 21°28'52" West, 56.85 feet; thence South 62°18'03" West, 140.87 feet; thence Southeasterly on a curve to the left, having an initial tangent bearing of South 27°41'57" East, a radius of 175.00 feet, a central angle of 02°59'24", an arc distance of 9.13 feet; thence South 59°18'39" West, 172.15 feet; thence North 89°33'37" West, 147.94 feet to the True Point of Beginning. Containing 16.98 acres, more or less.

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STATE OF MO.  
CLAY COUNTY  
I CERTIFY INSTR. REC'D

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BOOK# 4787 PAGE# 218

ROBERT L. KELEHER  
RECORDER OF DEEDS

by *Nancy Metcalfe*  
Deputy

BK 4787 PG 218

## RECORDING COVER SHEET

Title of Document: Homeowners Association Declaration of Waterford  
Date of Document: July 1, 2004  
Grantor(s): BCSW, LLC  
Grantee(s): Waterford Homeowners Association  
Mailing Address(es): Michael P. Keleher  
403 NW Englewood Road  
Gladstone, Missouri 64118  
Legal Description: See attached Exhibit A.  
Reference Book and Page:

PLEASE PRINT

KC

CLAY COUNTY  
40300085

Katee Porter, Recorder of Deeds

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## HOMEOWNERS ASSOCIATION DECLARATION WATERFORD

**THIS DECLARATION**, made this 1st day of July, 2004, by **BCSW, LLC**, a Missouri Limited Liability Company, existing under the laws of the State of Missouri (hereinafter referred to as "**DEVELOPER**"),

### **WITNESSETH:**

**WHEREAS**, the Developer is the owner of all of the following described land situated in Kansas City, Clay County, Missouri, more particularly described as:

Lots 1 through 40, inclusive, and Tract A, **WATERFORD-FIRST PLAT**, a subdivision of land in Kansas City, Clay County, Missouri, according to the recorded plat thereof.

All of the above described land is located in **WATERFORD-FIRST PLAT**, as shown on the Plat of **WATERFORD-FIRST PLAT**, a subdivision of land in the City of Kansas City, Clay County, Missouri, which plat was recorded in the Office of the Recorder of Deeds of Clay County, Missouri, in Book \_\_\_\_\_ at Page \_\_\_\_\_, as Document No. \_\_\_\_\_, which land is more particularly described on Exhibit "A"; and

**WHEREAS**, the Developer is now developing the above described land and desires to create and maintain a residential neighborhood possessing features of more than ordinary value to the said community.

**NOW, THEREFORE**, in order to assist it and its grantees in providing the means necessary to bring about the development of the above described land, the Developer does now and hereby subjects all of the lots or tracts of land located in **WATERFORD-FIRST PLAT** as shown on the recorded plat thereof, to the covenants, charges and assessments set forth and contained in this Declaration, subject, however, to the limitations hereinafter specified.

### **DEFINITIONS OF TERMS USED.**

The term "Association" as used herein shall mean the **WATERFORD HOMEOWNERS ASSOCIATION**, a Missouri not-for-profit corporation.

The term "**DISTRICT**" as used in this Declaration shall mean, unless and until extended as hereinafter provided, all of the lots and tracts enumerated above as shown on said plat of **WATERFORD-FIRST PLAT** and including all of the land legally described on Exhibit "A". If or when other land shall, in the manner hereinafter provided, be added to that described above, then the term "**DISTRICT**" shall thereafter mean all land which shall, from time to time, be subjected to the terms of this Declaration, including any future modifications thereof.

Katee Porter, Recorder of Deeds

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The term "**IMPROVED PROPERTY**" as used herein, shall be deemed to mean a single tract under a single ownership and use, and on which tract a residence has been erected or is in the process of erection, or on which any other building not in violation of the restrictions then of record thereon is erected or is in the process of erection. Any other land covered by this Declaration shall be deemed to be vacant and unimproved.

The term "**PUBLIC PLACE**" as used herein shall be deemed to mean all streets, all public parks, all alley ways, and all similar places the use of which is dedicated to or set aside for the use of the general public.

The term "**OWNERS**" as used herein shall mean those persons or corporations who may from time to time own the land within the District.

The term "**COMMON PROPERTIES**" shall mean all real and personal property, including but not limited to lakes, private open areas, clubhouses, swimming pools, tennis courts, jogging trails and walkways now or hereafter owned in fee by the Association or designated on any Plat of **WATERFORD** as private open space or private open area for the common use and enjoyment of the members as herein provided. The Common Property in **WATERFORD-FIRST PLAT** is Tract A as shown on the said Plat of **WATERFORD-FIRST PLAT** described herein and such other tracts as may be designated as Common Area in future Plats of **WATERFORD**.

The term "**RESTRICTIONS**" as used herein shall specifically include those contained in the "**DECLARATION OF RESTRICTIONS OF WATERFORD**" filed in the Office of the Recorder of Deeds for Clay County, Missouri, simultaneously herewith and all amendments thereto.

## **SECTION I. MEMBERSHIP IN ASSOCIATION.**

The owners of all of the land hereinabove described, together with all the owners of any land that may from time to time be made subject to all of the terms and provisions of this Declaration in the manner hereinafter provided for, shall be members of an association. The Association shall be incorporated under the laws of the State of Missouri as a corporation not for profit. Membership in the Association shall be limited to the owners of land within the boundaries of the District as it exists from time to time. The Association shall be the sole judge of the qualifications of its members and of their rights to participate in its meetings.

## **SECTION II. VOTING RIGHTS.**

The **WATERFORD HOMEOWNERS ASSOCIATION** shall have two (2) classes of voting memberships, as follows:

(1) **CLASS A.** Each owner, with the exception of the Developer, of a lot in **WATERFORD-FIRST PLAT**, a subdivision in Kansas City, Clay County, Missouri, shall be a Class A member. Each Class A member shall be entitled to one vote for each lot upon which he

holds fee simple title. When more than one person holds such interest in any lot, all such persons shall be members and 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 one lot.

(2) **CLASS B.** The Class B member shall be the Developer. The Class B member shall be entitled to fifty (50) votes for each lot within the District in which the said Developer holds fee simple title.

## **SECTION III. LAND ENTITLED TO BENEFITS.**

No land shall be entitled to any of the benefits, improvements or services provided by this Association unless the owner or owners thereof shall have subjected their land to the terms of this Declaration and to the assessments herein provided for.

## **SECTION IV. OTHER LANDS - HOW THEY MAY BE ADDED.**

The Developer may without the consent of the other owners, from time to time, add to the District such land as is now or hereafter owned or approved for addition by said Developer, provided, that the land so added to the District shall at that time be bound by all of the terms of this Declaration and any future modifications thereof.

## **SECTION V. POWER AND DUTIES OF THE ASSOCIATION.**

(1) The Association shall have the following powers and mandatory duties:

(a) To care for, spray, trim, protect and replant trees on all streets and in other public places where trees have once been planted, when such services are not available from any public sources; and to care for, protect and replant shrubbery, resow grass and replace sod in the parks which are in the streets and in any parks, private open space or common properties set aside for the general use of the owners of the District, or to which such owners have access and the use thereof.

(b) To provide for the operation and maintenance, of any tennis courts, clubhouses, swimming pools, playgrounds, green areas, private open area, parking areas, walks, pedestrian ways, gateways, entrances, drinking fountains, and ornamental features now existing or which may hereafter be erected or created in said District on any land set aside for the general use of the owners of the District, or to which all of such owners have access and the use thereof.

(c) To acquire and own the title to such real estate as may be reasonably necessary in order to carry out the purposes of the Association, and to pay taxes on such real estate as may be owned by it; and to pay such taxes as may be assessed against land in the public or semi-public places within the district.



(d) To maintain fire and extended coverage on insurable common properties on a current replacement cost basis in an amount at least 100 percent of the insurable value (based on current replacement cost) and not to use hazard insurance proceeds for losses to any common properties for other than the repair, replacement or reconstruction on the common properties.

(e) To maintain bodily injury liability insurance and property damage liability insurance with such limits and deductible amounts as the Board of Directors of the Association shall, in their sole discretion, deem adequate insuring against liability for bodily injury, death or property damage arising from the activities of the Association or with respect to the ownership of the common properties or private open space.

(f) To levy and collect the assessments including attorney fees which are provided for in this Declaration and in and to otherwise comply with all of the provision of, that certain Covenant for Construction and Maintenance of Stormwater Detention Facility filed as Document No. Q82641 in Book 3478 at Page 96 and amended by Document No. Q95726 in Book 3545 at Page 399.

(g) To maintain the pipes, structures and appurtenances for the stormwater detention facility, including but not limited to, keeping the pipes, structures and appurtenances open and free of silt and vegetation, keeping the pipes, structures and appurtenances in good working condition or replacement of same, if necessary, mowing the grass within said property and maintaining the grade pursuant to the approved plan on file with the Office of the Director of Public Works for Kansas City, Missouri, and to perform any other duties of the Developer in and to otherwise comply with all of the provision of, that certain Covenant for Construction and Maintenance of Stormwater Detention Facility filed as Document No. Q82641 in Book 3478 at Page 96 and amended by Document No. Q95726 in Book 3545 at Page 399.

(2) The Association shall have the following additional powers and duties which it may exercise and perform whenever in its discretion it may deem it necessary or desirable, to-wit:

(a) To enforce, either in its own name or in the name of any owner within the District, any or all building restrictions which may have been heretofore or may hereafter be imposed upon any of the land in such District, either in the form as originally placed thereon or as modified subsequently thereto; to collect reasonable attorneys fees in said enforcement proceedings as provided for herein or in the Declaration of Restrictions; PROVIDED, HOWEVER, that this right to enforcement shall not serve to prevent such change, releases or modifications of restrictions or reservations being made by the parties having the right to make such changes, releases or modifications as are permissible in the deeds, declarations, contracts or plans in which such restrictions and reservations are set forth, nor shall it serve to prevent the assignment of those rights by the proper parties, wherever and whenever such rights of assignment exist. The expenses and costs of any enforcement proceedings shall be

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paid out of the general fund of the Association as herein provided for. Nothing herein contained shall be deemed or construed to prevent any owner having the contractual right to do so from enforcing in his own name any such restrictions.

(b) To manage and control as trustee for its members all public requirements upon and to the land in the District or improvements in public places, provided that such management and control of said improvements shall at all times be subject to that had and exercised by any City, Township, County and State, or any of them in which the land within the District is located.

(c) To provide for the collection and disposal of rubbish and garbage, when adequate services of that type are not available from any public source.

(d) To mow, care for, maintain and remove rubbish from vacant and unimproved property and to do any other things necessary or desirable in the judgment of the officers of the Association to keep any vacant and unimproved property and the parking in front of any property in the District neat in appearance and in good order.

(e) To provide for the plowing and removal of snow from sidewalks and streets, when such services are not available from any public source.

(f) To provide such lights as the Association may deem advisable on streets, parks, parkways, pedestrian way, gateways, entrances or other features, and in other public or semi-public places, when such facilities are not available from any public source.

(g) To provide for the cleaning of streets, gutters, catch basins, sidewalks and pedestrian ways and for the repair and maintenance of storm sewers and appurtenant drainage facilities, when such services are not available from any public source.

(h) To erect and maintain signs for the marking of streets and safety signs for the protection of children and other persons, when such signs are not available from any public source.

(i) To employ duly qualified peace officers for the purpose of providing such police protection as the Association may deem necessary or desirable in addition to that rendered by public authorities.

(j) To exercise control over such easements as it may acquire from time to time.

(k) To delegate any of the rights, powers and duties set forth herein to a committee or committees established by the Board of Directors of the Association.

(l) To employ Managers or Managing Agents to assist the Association in the performance of any powers and/or duties in the Declaration.

(m) To promulgate rules and regulations governing the use, maintenance or operation of the common properties, establish methods for enforcement thereof and establish fines or other penalties to be levied for the violation of said rules and regulations.

(n) To maintain fidelity bonds, indemnities or other types of insurance not otherwise required herein as the Board of Directors of the Association may deem advisable.

(o) To borrow money, subject to the provisions of the Articles of Incorporation and Bylaws of the Association, to carry out the duties and functions of the Association and hypothecate any or all of its real or personal property as security for money borrowed or debts incurred.

(p) Retain and pay for the services of a person or persons or firm or firms, federal, state or local agencies (any one of which is hereinafter called the "MANAGER") to undertake any functions for which the Association is responsible hereunder and to engage such other personnel as the Association shall deem advisable, provided, that no contract with such manger or other personnel shall have a term greater than one (1) year and shall contain a clause permitting the Association to terminate the contract without cause and without payment of a termination fee on ninety (90) days or less written notice.

(q) Establish, charge and collect reasonable admission or other fees for any special or extraordinary uses of the common properties or services provided by the Association.

## **SECTION VI. METHOD OF PROVIDING GENERAL FUNDS.**

(1) For the purpose of providing a general fund to enable the Association to exercise the powers and maintain the improvements and render the services herein provided for, all lots lying within the boundaries of the District shall be subject to an annual assessment which may be levied by the Association, from year to year and shall be paid to the Association annually or at such other times as the Association may determine in advance by the respective member-owner of the said assessable land subject thereto, which said assessable land shall be deemed to be all of the above enumerated lots in the aforesaid plat of **WATERFORD-FIRST PLAT** which are then owned by members upon which dwellings have been erected together with such other lots as may from time to time be added to the said District as herein provided and are then owned by members and upon which dwellings have been erected. The Association, by and through its Board of Directors, may, from year to year, fix and determine the total amount required in this general fund and may levy and collect an annual assessment of up to a maximum of **Three Hundred Seventy-Five 00/100 Dollars (\$375.00)** for each lot then owned by a member and upon which a dwelling has been erected and is within the District as now or hereafter established. Developer and Builders shall not be liable for any annual or special assessments.

(2) The maximum annual assessment upon each living unit on each lot as aforesaid may be increased by an amount not exceeding one hundred percent (100%) of the original maximum annual assessment which the Association may levy and collect from year to year, provided that at a meeting of the members specially called for that purpose, prior to the date upon which the assessment is levied for the first year for which such increase is proposed, a majority of the members present at such meeting authorize such an increase by an affirmative vote therefor; AND PROVIDED, FURTHER, that the maximum annual assessment upon each living unit on each lot as aforesaid may be increased by an amount of two hundred percent (200%) or more of the said original maximum annual assessment, provided that at a meeting of the members specially called for that purpose, prior to the date on which the assessment is levied for the year for which such increase is proposed, sixty percent (60%) of the members present at such meeting authorize such an increase by an affirmative vote therefor.

(3) Unless the increases provided for in Paragraph (2) of this Section are specifically limited by the resolution in which they are contained to be for a specific period, they shall be effective until rescinded by the Association, at a meeting specially called for such purpose, by an affirmative vote of two-thirds (2/3) of the members present or by action taken under the terms of Paragraph (4) of this Section and in either such event the rescission shall be effective commencing on the first day of the next succeeding year.

(4) It is recognized that during the period of the time this agreement may be in effect, substantial changes may occur in the economic status of the United States as a whole and of the City of Kansas City, Clay County, Missouri, area in particular, and that in the event of such economic change, either by inflation or deflation, that there should be a provision by which the maximum annual assessment provided for herein may be decreased or increased to a degree greater than that permitted by the other provisions hereof. It is therefore provided that a resolution to such effect, adopted at a meeting of the Association specially called for that purpose, three-fourths (3/4) of the members present at such meeting voting in the affirmative therefor, shall be sufficient to require the Association to petition the Circuit Court of Clay County, (hereinafter referred to "CIRCUIT COURT") Missouri, to name three (3) disinterested parties to set a new and reasonable maximum annual assessment for the purposes provided for herein, based on the then current economic conditions, the change to be effective commencing on the first day of the next succeeding year. The decision of a majority of such three (3) disinterested parties shall be final and conclusive and shall be effective until amended by further action of the said panel selected by the said Circuit Court, both under the provisions of this Paragraph.

(5) Whenever the Association may deem it advisable to submit to the members a proposal under either Paragraph (2) or Paragraph (4) of this Section for increasing or decreasing the permissible maximum amount of the annual assessment, it shall notify the members of the Association by mailing to such members at the last known address, with United States postage prepaid thereon, a notice of such meeting, giving the time and place at which it is to be held and the fact that an increase or decrease in the amount of the annual assessment is to be voted upon at such meeting.

(6) The first assessment shall be for the fiscal year in which the Homes Association is organized as provided for in this Declaration. It will be the duty of the Association to notify all owners of assessable lots whose address is listed with the Association on or before the date the assessment is due, giving the amount of the assessment on each tract owned by them and the date when such assessment is due. Failure of the Association to levy the assessment prior to July 1st of each year for the next succeeding fiscal year beginning on August 1st shall not invalidate any such assessment made for that particular year nor shall failure to levy an assessment for any one year affect the right of the Association to do so for any subsequent year. When the assessment is made subsequent to July 1st of any year, then it shall become due and payable not later than thirty (30) days from the date of levying the assessment. Prior to the first assessment hereinabove provided for, if the Developer, as temporary Trustee for the Association, shall deem it necessary for the purpose of carrying out the terms of this Declaration, it shall have the right to make a partial assessment within the limits herein provided for and on a pro-rata basis for any period of time ending July 31st of the year in which the Association is organized. The Association may elect to permit collections in monthly, quarterly or semi-annual payments in lieu of the annual payment provided for herein.

(7) A written or printed notice, deposited in the United States Post Office, with postage prepaid thereon, and addressed to the respective owners at the last address listed with the Association, shall be deemed to be sufficient and proper notice for these purposes or for any purpose of this Declaration where notices are required.

(8) The owner of each lot subject to the assessment as herein provided in Subparagraph (1) of this Section shall, by acceptance of a Deed to such lot or any interest therein, be taken to have agreed and does by these presents agree to pay to the Association all assessments placed against such lots in accordance herewith, and said Association is hereby granted the power to proceed against such owner personally for the collection of said assessments, said right to be in addition to and not to be construed as a limitation upon remedies and rights of said Association otherwise herein granted.

(9) In addition to the annual assessments herein provided, the Association may levy Special Assessments against members owning lots in the District for the following purposes:

- a. To construct or reconstruct, repair or replace capital improvements upon the common properties, including the necessary fixtures and personal property related thereto;
- b. To add to the common properties;
- c. To provide for the necessary facilities and equipment to offer the services authorized herein;
- d. To repay any loan made to the Association to enable it to perform the duties and functions authorized herein;

e. The Association shall not, in any one year levy Special Assessments which in the aggregate exceed twenty-five percent (25%) of the estimated gross expenses of the Association as set forth in the budget for such year without the vote or written assent of the members representing a majority of the eligible members of the Association.

(10) Each member shall be liable to the Association for any damage to common properties not fully covered by insurance which may be sustained by reason of the negligence or willful misconduct of said member, or the persons deriving their right and easement of use and enjoyment of common properties from said member or his or their respective family and guests, both minor and adult. Notwithstanding the foregoing, the Association reserves the right, to levy a reimbursement assessment equal to the increase, if any, in insurance premiums directly attributable to the damage caused by such member or the persons for whom such member may be liable as described above. The cost of correcting such damage to the extent not covered by insurance shall be a reimbursement assessment against the lot and may be enforced as provided herein for the enforcement of other assessments.

## **SECTION VII. LIEN ON REAL ESTATE.**

(1) The assessment provided for herein shall become a lien on the real estate against which it is levied as soon as it is due and payable as above set forth, PROVIDED, HOWEVER, that such lien shall be inferior or subordinate to the lien of any valid first mortgage now existing or which may hereafter be placed on said real estate. In the event of the failure of any owner to pay the assessment on or before the first day of September following the making of such assessment, then such assessment shall bear interest at the rate selected by the Association not to exceed the highest lawful rate from the first day of August, but if the assessment is paid before September 1st, or within thirty (30) days from the date of the assessment, if the assessment is made subsequent to July 1st for the fiscal year beginning August 1st, then no interest shall be charged.

(2) In the event the assessment is not paid when due as hereinabove described, the assessment shall become delinquent and payment of both principal and interest may be enforced as a lien on said real estate in proceedings in any Court in Clay County, Missouri having jurisdiction of suits for the enforcement of such liens. It shall be the duty of the Association to bring suits to enforce such liens before the expiration thereof. The Association may at its discretion file certificates of non-payment of assessment in the office of the Recorder of Deeds whenever any such assessments are delinquent. For each certificate so filed, the Association shall be entitled to collect from the owner or owners of the property described therein a fee of SEVENTY-FIVE DOLLARS (\$75.00), which fee is hereby declared to be a lien upon the real estate so described in said certificate without necessity for assessment as provided for herein, provided that such lien shall be inferior and subordinate to the lien of any valid first mortgage now existing or which may hereafter be placed on said real estate. Such fee shall be collectible in the same manner as the original assessment provided for herein and in addition to the interest and principal due thereon.

(3) Such liens shall continue for a period of ten (10) years from the date of delinquency and no longer unless within such time suit shall have been instituted for the collection of the assessment, in which case the lien shall continue until the termination of the suit and until the sale of the property under execution of the judgment establishing same.

(4) In all proceedings for enforcement of liens or collection of assessments as herein provided, the Association shall be entitled to recover the reasonable attorneys fee whether or not the same have been assessed as provided for herein.

## **SECTION VIII. EXPENDITURES LIMITED TO ASSESSMENT FOR CURRENT YEAR.**

The Association shall at no time expend more money within any one (1) year than the total amount of the assessments authorized herein for the particular year plus any surplus which it may have on hand from the previous assessments; nor shall said Association enter into any contract whatsoever binding the assessment of any future year to pay for any such obligation and no such contract shall be valid or enforceable against the Association except for contracts for utilities, it being the intention that the assessment for each year shall be applied as far as practicable toward payment of the obligations of that year and that the Association shall have no power to make a contract affecting the assessment of any future or subsequent year except for utilities.

## **SECTION IX. ASSOCIATION TO NOTIFY MEMBERS OF ADDRESS.**

The Association shall notify all owners of land in the District as it may exist from time to time, insofar as the addresses of such owners are listed with said Association, of the official address of said Association, the place and time of the regular meetings of the Association, and the place where payments shall be made and any other business in connection with said Association may be transacted and, in the case of any change of such address the Association, shall notify all the owners of the land in the District, insofar as their addresses are listed with the Association, of the new address.

## **SECTION X. TEMPORARY TRUSTEE.**

Prior to the actual organization or incorporation of the Association contemplated by the terms of this Declaration, the Developer shall have the right at its option to perform the duties, assume the obligations, levy and collect the assessments, and otherwise exercise the power herein given to the Association in the same manner and way as though all of such powers and duties were hereby given directly to the Developer. The Association contemplated by the terms of this Declaration shall not assume any of the rights herein provided for without the consent of the Developer and its relinquishment in writing of its rights as temporary Trustee. The Developer may, by appropriate agreement made expressly for that purpose, assign or convey to any person or corporation all of the rights, reservations and privileges reserved by it in this Section and, upon such assignment or conveyance being made, its assigns or grantees may, at their option, exercise, transfer or assign such

rights at any time or times in the same manner and way as though directly reserved by them or it in this instrument. The rights of Developer hereunder shall be deemed automatically assigned to the Association as soon as Developer has sold all lots in the District.

## **SECTION XI. TO OBSERVE ALL LAWS.**

Said Association shall at all times observe all State, County, City and other laws and, if at any time any of the provisions of this Declaration shall be found to be in conflict therewith, then such parts of this Declaration as are in conflict with such laws shall become null and void, but no other part of this Declaration not in conflict therewith shall be affected thereby. The Association shall have the right to make such reasonable rules and regulations, and provide such means and employ such agents as will enable it to adequately and properly carry out the provisions of this Declaration, subject, however, to the limitations of its rights to contract as are herein provided for.

## **SECTION XII. EXTENT OF MEMBERS EASEMENTS.**

The rights and easements of use and enjoyment of the common properties established in the Declaration of Restrictions hereinbefore described and in this Declaration shall be subject to all of the powers and duties, mandatory and discretionary, granted to the Association herein.

## **SECTION XIII. AMENDMENT.**

The covenants, agreements, conditions, reservations, restrictions and charges created and established herein for the benefit of the owners of the lots made subject to these restrictions may be amended or modified with the written consent of the owners of two-thirds (2/3) of the lots subject to these restrictions. No such amendment or modification shall be effective until the proper instrument in writing shall be executed and recorded in the office of the Recorder of Deeds for the County of Clay, State of Missouri, and PROVIDED, FURTHER, no such amendment or modification shall affect the private open space or common properties, if any, located within the City of Kansas City, Missouri, without the duly acknowledged written consent of said City, PROVIDED FURTHER, no such amendment or modification shall be made without the written consent of the Developer. Such written consent of the Developer shall be required until the Developer has sold all lots made subject to these restrictions or waived its rights under this paragraph.

Anything herein to the contrary notwithstanding, these Restrictions may be amended without the consent of any other person or any of the Lot owners by written instrument executed by the Developer or its successors or assigns, at any time that the Developer or its successors and assigns own one or more of the lots subject to this Declaration.

## **SECTION XIV. COVENANTS RUNNING WITH THE LAND.**

All of the provisions of this Declaration shall be deemed to be covenants running with the land and shall be binding upon the Developer and upon its successors and assigns.



## **SECTION XV. PARTIAL INVALIDITY.**

Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

## **SECTION XVI. ADDITION OF OTHER LAND.**

The Developer shall have, and expressly reserves, the right from time to time to add such other land as it may now own or hereafter acquire to the operation of the provisions of this Declaration by executing and acknowledging any appropriate agreement or agreements for that purpose and filing the same for record in the office of the Recorder of Deeds of Clay County, Missouri. When any other land is so subjected to the provisions hereof, whether the same consists of one or more tracts or whether said additions shall be subject to all the terms and provisions hereof, in the same manner and with like effect as though the same had been originally described herein and subjected to the provisions hereof. Such other land may include additional common properties which shall be owned, held and used by the Association in accordance with the terms of the Declaration of Restrictions and this Declaration. Developer hereby expressly reserves the right to, at any time or from time to time, construct additional improvements on any common properties for the enhancement thereof and the use and enjoyment of the members.

## **SECTION XVII. MORTGAGE PROTECTION.**

Notwithstanding any other provision of this Declaration, no amendment of this Declaration shall operate to defeat and render invalid the right of the Beneficiary under any first Deed of Trust upon a lot made in good faith and for value and recorded prior to the recordation of such amendment, provided that after the foreclosure of any such first Deed of Trust such lots shall remain subject to this Declaration as amended. In order to induce the Federal Home Loan Mortgage Corporation ("FNMA") and the Governmental National Mortgage Association ("GNMA") to participate in the financing of the sale of lots within **WATERFORD**, the following provisions are added hereto (and to the extent these added provisions pertaining to the rights of Mortgagees conflict with any other provisions of this Declaration these added restrictions shall control):

(a) Each first Mortgagee of a mortgage encumbering any lot whose owner is a member hereof, upon filing a written request for notification with the Association, is entitled to written notification from the Association of any default by the Mortgagee of such lot; in the performance of such Mortgagee's obligations under this Declaration, the Articles of Incorporation or the Bylaws of the Association, which default is not cured within thirty (30) days after the Association learns of such default.

(b) Every owner of a lot who is a member hereunder, including every first Mortgagee of a Mortgage encumbering any such lot, who obtains title to such lot pursuant to the remedies provided in such Mortgage or pursuant to foreclosure of the Mortgage or by deed (or assignment in lieu of foreclosure), shall be exempt from any "right of first refusal".

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(c) Each first Mortgagee of a Mortgage encumbering any lot whose owner is a member hereunder, who obtains title to such lot pursuant to the remedies provided in such Mortgage or by judicial foreclosure, shall take title to such lot free and clear of any claims for unpaid assessments or charges against such lot which accrued prior to the time such holder acquires title to such lot.

(d) Unless at least two-thirds (2/3) of the owners of lots (other than Developer and based upon one vote for each lot owned) whose owner is a member hereunder have given their prior written approval, the Association shall not:

(i) subject to the provisions of the Missouri Law to the contrary, by act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the common properties or the improvements thereon which are owned, directly or indirectly, by the Association (the granting of easements for public utilities or for other public purposes consistent with the intended use of such property by the Association shall not be deemed a transfer within the meaning of this clause);

(ii) change the method of determining the obligations, assessments or other charges which may be levied against owners of lots;

(iii) by act or omission change, waive or abandon any scheme of regulations, or enforcement thereof hereunder.

(iv) fail to maintain fire and extended coverage insurance on insurable common properties and improvements thereon on a current replacement cost basis in an amount at least one hundred percent (100%) of the insurable value (based on current replacement costs);

(v) use hazard insurance proceeds for losses to any common properties for other than the repair, replacements or reconstruction of such common properties;

(vi) no owner of a dwelling unit on any lot or any other party, subject to Missouri Law, shall have priority over any rights of a First Mortgagee of such dwelling unit pursuant to its Mortgage in the case of payment to the dwelling unit owner of insurance proceeds or condemnation awards for losses to or a taking of common properties.

(e) First Mortgagees, upon written request, shall have the right to (i) examine the books and records of the Association during normal business hours, (ii) require from Association the submission of annual financial reports and other financial data, (iii) receive written notice of all meetings and (iv) designate in writing a representative to attend all such meetings.

(f) All First Mortgagees, who have made written request therefor, shall be given (i) thirty (30) days' written notice prior to the effective date of any proposed material amendment to this

Declaration, the Articles of Incorporation or Bylaws of the Association and (ii) prior to the effective date of any termination of any agreement for professional management of the common properties following a decision of the Association to assume self-management of the common properties; and (iii) immediate written notice as soon as the Association receives notice or otherwise learns of any damage to the common properties whenever the cost of reconstruction exceeds TEN THOUSAND DOLLARS (\$10,000.00), and (iv) as soon as the Association receives notice or otherwise learns of any condemnation or eminent domain proceedings or other proposed acquisition with respect to any portion of the common properties.

(g) First Mortgagees may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against any of the common properties and may pay any overdue premiums on hazard insurance policies for such property and first Mortgagees making such payments shall be owed immediate reimbursement therefor from the Association.

(h) At its discretion, the Association, shall pay for, secure, and cause to be maintained in force at all times a fidelity bond for any person or entity handling funds of the Association, including, but not limited to, employees of the professional manager.

(i) In addition to the foregoing, the Association may enter into such contracts or agreements as are required in order to satisfy the guidelines of the VA, the FHA, the FHLMC, the FNMA or the GNMA or any similar entity so as to allow for the purchase, guaranty or insurance, as the case may be, by such entities of first Mortgages encumbering lots with dwelling units thereon. Each owner hereby agrees that it will benefit the Association and the membership of the Association as a class of potential Mortgage Borrowers and potential sellers of their residential lots, if such agencies approve **WATERFORD** as a qualifying subdivision under their respective policies, rules and regulations as adopted from time to time.

(j) Each owner hereby authorizes the first Mortgagee of a first Mortgage on his lot to furnish information to the Board of the status of such first Mortgage and the loan which it secures.

## **SECTION XVIII. COMMON PROPERTIES.**

(a) **TITLE TO COMMON PROPERTIES:** Developer may convey to the **WATERFORD HOMEOWNERS ASSOCIATION** certain common areas. All real property and improvements owned by the Association, or in which the Association has an easement for the use, care, and maintenance thereof, shall be used for recreational purposes for the common use and enjoyment of owners who are members of the Association. Upon such conveyance, the Association shall immediately become responsible for all maintenance, operation and expenses associated with the Association properties. The real property which may be conveyed to the Association by Developer shall be conveyed subject to (i) the lien of property taxes and assessments not delinquent, (ii) all restrictive covenants of record at the time of the conveyance, (iii) certain rights and reservations of Developer as set forth hereafter which may also be included in instruments of conveyance from Developer to the Association and (iv) certain restrictions and reservations to be

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imposed upon the use of any common areas, swimming pools, tennis courts or other recreational facilities within the subdivision.

(b) The Association shall continue to be responsible for all use, care, maintenance, operation and expenses of the common properties and, in the event of the dissolution, termination or other expiration of the legal status of the Association, the use, care, maintenance, operation and expense of said common properties shall become and be the responsibility of the individual owners of the lots subject to these restrictions.

(c) **MEMBERS' EASEMENTS OF USE AND ENJOYMENT OF ASSOCIATION PROPERTIES:**

(1) Each owner of a lot shall have a non-exclusive easement of use and enjoyment of, in and to the Association properties, and such easement shall be appurtenant to and shall pass with the title to every lot.

(d) **EASEMENTS ON COMMON PROPERTIES:** The right and easements of enjoyment created hereby as to the common properties shall be subject to the rights of the Developer and the Association to assign or convey sewage, water, drainage and other utility easements over, through and under all or any part of such common properties consistent with the intended use of the common properties and shall further be subject to the rights of the Association as established in the **WATERFORD DECLARATION OF RESTRICTIONS** filed in the office of the Recorder of Deeds for Clay County, Missouri simultaneously herewith.

**IN WITNESS WHEREOF**, the Developer, **BCSW, LLC**, has caused this instrument to be executed the day and year first above written.

**DEVELOPER:**

**BCSW, LLC**, a Missouri Limited Liability Company

By: *R.A. Worthington* *Mgr.*  
Manager

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STATE OF MISSOURI     )  
                                  ) ss.  
COUNTY OF Clay     )

On this 29th day of June, 2004, before me appeared Robert A. Wooldridge, to me personally known, who being by me duly sworn, did say that he is the Manager of BCSW, LLC, a Missouri Limited Liability Company, and that said instrument was signed in behalf of said company by authority of its members, and said ~~Shane Danner~~ Robert A. Wooldridge acknowledged said instrument to be the free act and deed of said company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at my office in Kansas City, Missouri, the day and year last above written.

  
Notary Public

My Commission Expires:



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## EXHIBIT "A"

A subdivision of land in the Southeast Quarter of Section 6, Township 51, Range 32, Kansas City, Clay County, Missouri, being bounded and described as follows: Commencing at the Southwest corner of said Southeast Quarter; thence North 0°26'38" East, along the West line of said Southeast Quarter, 440.65 feet to the True Point of Beginning of the tract to be herein described; thence continuing North 0°26'38" East, along said West line, 1460.84 feet; thence South 89°33'37" East, 270.00 feet; thence South 0°26'23" West, 11.66 feet; thence South 89°33'37" East, 122.40 feet; thence South 0°26'23" West, 601.50 feet; thence South 01°23'07" West, 145.43 feet; thence South 34°41'27" East, 119.32 feet; thence Southwesterly on a curve to the right, having an initial tangent bearing of South 55°18'33" West, a radius of 250.00 feet, a central angle of 17°37'29", an arc distance of 76.90 feet; thence South 0°26'23" West, 135.63 feet; thence South 89°33'37" East, 60.03 feet; thence North 55°25'01" East, 116.91 feet; thence South 38°56'20" East, 192.16 feet; thence Southwesterly on a curve to the right, having an initial tangent bearing of South 51°03'40" West, a radius of 525.00 feet, a central angle of 02°05'54", an arc distance of 19.23 feet; thence South 36°50'26" East, 138.88 feet; thence North 54°54'19" East, 72.40 feet; thence South 55°32'24" East, 80.00 feet; thence South 40°26'10" East, 171.05 feet; thence South 55°00'00" West, 213.43; thence South 65°24'57" West, 148.43 feet; thence North 48°45'53" West, 302.98 feet; thence North 21°28'52" West, 56.85 feet; thence South 62°18'03" West, 140.87 feet; thence Southeasterly on a curve to the left, having an initial tangent bearing of South 27°41'57" East, a radius of 175.00 feet, a central angle of 02°59'24", an arc distance of 9.13 feet; thence South 59°18'39" West, 172.15 feet; thence North 89°33'37" West, 147.94 feet to the True Point of Beginning. Containing 16.98 acres, more or less.

OK 787 PG236

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Recorded in Clay County, Missouri  
Date and Time: 10/16/2008 at 12:19:31 PM  
Instrument Number: 2008036902  
Book: 8080 Page: 105  
Instrument Type: REST  
Page Count: 8  
Recording Fee: \$38.00 \$



Grantor: BCSW LLC  
Grantee: BCSW LLC



Robert T. Sevier, Recorder

## RECORDING COVER SHEET

Title of Document: First Amendment to the Declaration of Restrictions of Waterford

Date of Document: September 1, 2008

Grantors: BCSW, LLC

Grantee(s): BCSW, LLC

Mailing Address(es): c/o Michael P. Keleher  
403 NW Englewood Road  
Gladstone, Missouri 64118

Legal Description: See Attached

Reference Book and Page: Doc. # S98904 Book 4787 at Page 205

RECORDED IN CLAY COUNTY, MISSOURI

RE. Keleher & Eastman  
403 NW Englewood Road  
Gladstone, MO 64118-3969  
Katie Porter, Recorder of Deeds

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## FIRST AMENDMENT TO THE DECLARATION OF RESTRICTIONS OF WATERFORD

**THIS FIRST AMENDMENT TO THE DECLARATION OF RESTRICTIONS OF WATERFORD** (hereinafter referred to as the "First Amendment") is made as of the 1<sup>st</sup> day of September, 2008, by **BCSW, LLC**, a Missouri Limited Liability Company, existing under the laws of the State of Missouri, (hereinafter referred to as "Developer"):

### WITNESSETH:

**WHEREAS**, BCSW, LLC, a Missouri Limited Liability Company, established a subdivision named **Waterford**, by the virtue of the filing of the **Waterford - First Plat**, a subdivision of land in Kansas City, Clay County, Missouri, which Plat was recorded in the Office of the Recorder of Deeds of Clay County, Missouri under Document No. S98900 on October 12, 2004, in Book F, at Page 151; and

**WHEREAS**, BCSW, LLC recorded, in the Office of the Recorder of Deeds for Clay County, Missouri, a **Declaration of Restrictions of Waterford** (hereinafter referred to as the "Restrictions"), on the 12<sup>th</sup> day of October, 2004, under Document No. S98904, in Book 4787, at Page 205; and

**WHEREAS**, BCSW, LLC recorded, in the Office of the Recorder of Deeds for Clay County, Missouri, a **Homeowners Association Declaration of Waterford** (hereinafter referred to as the "Declaration"), on the 12<sup>th</sup> day of October, 2004, under Document No. S98905, in Book 4787, at Page 218; and

**WHEREAS**, the Developer has the right, under the Restrictions, to amend the Restrictions without the written consent of any of the owners of property in **Pembroke Estates**.

**NOW, THEREFORE**, in order to assist it and its Grantees in providing the means necessary to bring about the development of the above-described land, the Developer does now and hereby amends the Restrictions as follows:

1. The Restrictions are hereby amended by deleting therefrom Section VII, "*Required Size of Residence*" and substituting in place thereof the following provision:



**SECTION SEVEN. REQUIRED SIZE OF RESIDENCE:**

Style of Home	Main Level Sq. Ft.	Lower Level Sq. Feet	Upper Level Sq. Ft.	Total Minimum Required Sq. Ft.
Ranch	1700	N/A	N/A	1700
Reverse 1 & 1/2 Story	1600	N/A	N/A	1600
1 & 1/2 Story	1600	N/A	1000	2400
2 Story	1200	N/A	N/A	2400

2. The Restrictions are hereby further amended by adding to Section XI, "Fences" the following requirement:

All other terms, covenants and conditions of the Restrictions are hereby ratified and confirmed.

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**IN WITNESS WHEREOF**, the Developer has caused this instrument to be executed the day and year first above written.

**DEVELOPER:**

**BCSW, LLC, a Missouri Limited Liability Company**

By: Robert Wooldridge  
Robert Wooldridge, Manager

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## MISSOURI ACKNOWLEDGMENT - L.L.C.

STATE OF MISSOURI       )  
                                      ) ss.  
COUNTY OF CLAY        )

On this 10<sup>th</sup> day of Sept., 2008, before me, a Notary Public in and for said County and State, personally appeared **Robert Wooldridge**, Manager of **BCSW, L.L.C.**, a Missouri limited liability company, known to me to be the person who executed the foregoing instrument in behalf of said company and acknowledged to me that he executed the same as his free act and deed for the purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at my office in Union Bank, Missouri, the day and year last above written.

My Commission Expires: July 28, 2011

Julie A. McNally  
Notary Public



JULIE A. McNALLY  
My Commission Expires  
July 28, 2011  
Clay County  
Commission #07681097



Date and Time: 06/02/2009 at 10:59:23 AM

Instrument Number: 2009019400

Book 6199 Page 115

Instrument Type REST

Page Count 4

Recording Fee \$33.00 S



Grantor BCSW LLC  
Grantee BCSW LLC



Robert T Sevier, Recorder

## RECORDING COVER SHEET

Title of Document: First Amendment to the Homesteaders Association Declaration of Waterford and Second Amendment to the Declaration of Restrictions of Waterford

Date of Document: April 1, 2009

Grantors: BCSW, LLC

Grantee(s): BCSW, LLC

Mailing Address(es): c/o Michael P. Keleher  
403 NW Englewood Road  
Gladstone, Missouri 64118

Legal Description: See Attached

Reference Book and Page: Doc. # S98905 Book 4787 at Page 218

Clay County BCSW, LLC Waterford Declaration and 2nd Declaration

RE

Kate Porter  
Gladstone, MO 64118-3449

Kate Porter, Recorder of Deeds

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## **FIRST AMENDMENT TO THE HOMEOWNERS ASSOCIATION DECLARATION OF OF WATERFORD AND SECOND AMENDMENT TO THE DECLARATION OF RESTRICTIONS OF WATERFORD**

**THIS FIRST AMENDMENT TO THE HOMEOWNERS ASSOCIATION DECLARATION OF WATERFORD** (hereinafter referred to as the "First Amendment") and **SECOND AMENDMENT TO THE DECLARATION OF RESTRICTIONS OF WATERFORD** (hereinafter referred to as the "Second Amendment") is made as of the 1<sup>st</sup> day of April, 2009, by **BCSW, LLC**, a Missouri Limited Liability Company, existing under the laws of the State of Missouri, (hereinafter referred to as "Developer");

### **WITNESSETH:**

**WHEREAS**, BCSW, LLC, a Missouri Limited Liability Company, established a subdivision named **Waterford**, by the virtue of the filing of the **Waterford - First Plat**, a subdivision of land in Kansas City, Clay County, Missouri, which Plat was recorded in the Office of the Recorder of Deeds of Clay County, Missouri under Document No. S98900 on October 12, 2004, in Book F, at Page 151; and

**WHEREAS**, BCSW, LLC recorded, in the Office of the Recorder of Deeds for Clay County, Missouri, a **Declaration of Restrictions of Waterford** (hereinafter referred to as the "Restrictions"), on the 12<sup>th</sup> day of October, 2004, under Document No. S98904, in Book 4787, at Page 205; and

**WHEREAS**, BCSW, LLC recorded, in the Office of the Recorder of Deeds for Clay County, Missouri, a **Homeowners Association Declaration of Waterford** (hereinafter referred to as the "Declaration"), on the 12<sup>th</sup> day of October, 2004, under Document No. S98905, in Book 4787, at Page 218; and

**WHEREAS**, BCSW, LLC recorded, in the Office of the Recorder of Deeds for Clay County, Missouri, a **First Amendment to the Declaration of Restrictions of Waterford** (hereinafter referred to as the "Amended Restrictions"), on the 16<sup>th</sup> day of October, 2008, under Document No. 2008035902, in Book 6060, at Page 105;

**WHEREAS**, the Developer has the right, under the Declaration and Restrictions, to amend the Declaration and Restrictions without the written consent of any of the owners of property in Waterford; and

**NOW, THEREFORE**, in order to assist it and its Grantees in providing the means necessary to bring about the development of the above-described land, the Developer does now and hereby amends the Declaration as follows:

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1. The Declaration, Section IV, *Method of Providing General Funds*, is hereby amended to permit the Association, by and through its Board of Directors, to assess up to a maximum of \$575.00 per each lot then owned by a Member or upon which a dwelling has been erected and is within the District established under the Declaration. Developer and Builder shall not be liable for any annual or special assessments.

2. The Restrictions and Declaration are hereby amended to provide that the name of the Association is Waterford Homes Association of KC, Inc.

All other terms, covenants and conditions of the Declaration and Restrictions are hereby ratified and confirmed.

IN WITNESS WHEREOF, the Developer has caused this instrument to be executed the day and year first above written.

DEVELOPER:

BCSW, LLC, a Missouri Limited Liability Company

By: Robert Wooldridge  
Robert Wooldridge, Manager

STATE OF MISSOURI     )  
                                      ) ss.  
COUNTY OF CLAY     )

On this 1<sup>st</sup> day of April, 2009, before me, a Notary Public in and for said County and State, personally appeared Robert Wooldridge, Manager of BCSW, LLC, a Missouri limited liability company, known to me to be the person who executed the foregoing instrument in behalf of said company and acknowledged to me that he executed the same as his free act and deed for the purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at my office in Gladstone, Missouri, the day and year last above written.

My Commission Expires:



CHERYL A. NAYLOR  
My Commission Expires  
March 17, 2012  
Clay County  
Commission #06431139

Cheryl A. Naylor  
Notary Public

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## EXHIBIT A

A subdivision of land in the Southeast Quarter of Section 6, Township 51, Range 32, Kansas City, Clay County, Missouri, being bounded and described as follows: Commencing at the Southwest corner of said Southeast Quarter; thence North 0°26'38" East, along the West line of said Southeast Quarter, 440.65 feet to the True Point of Beginning of the tract to be herein described; thence continuing North 0°26'38" East, along said West line, 1460.84 feet; thence South 89°33'37" East, 270.00 feet; thence South 0°26'23" West, 11.66 feet; thence South 89°33'37" East, 122.40 feet; thence South 0°26'23" West, 601.50 feet; thence South 01°23'07" West, 145.43 feet; thence South 34°41'27" East, 119.32 feet; thence Southwesterly on a curve to the right, having an initial tangent bearing of South 55°18'33" West, a radius of 250.00 feet, a central angle of 17°37'29", an arc distance of 76.90 feet; thence South 0°26'23" West, 135.63 feet; thence South 89°33'37" East, 60.03 feet; thence North 55°25'01" East, 116.91 feet; thence South 38°56'20" East, 192.16 feet; thence Southwesterly on a curve to the right, having an initial tangent bearing of South 51°03'40" West, a radius of 525.00 feet, a central angle of 02°05'54", an arc distance of 19.23 feet; thence South 36°50'26" East, 138.88 feet; thence North 54°54'19" East, 72.40 feet; thence South 55°32'24" East, 80.00 feet; thence South 40°26'10" East, 171.05 feet; thence South 55°00'00" West, 213.43; thence South 65°24'57" West, 148.43 feet; thence North 48°45'53" West, 302.98 feet; thence North 21°28'52" West, 56.85 feet; thence South 62°18'03" West, 140.87 feet; thence Southeasterly on a curve to the left, having an initial tangent bearing of South 27°41'57" East, a radius of 175.00 feet, a central angle of 02°59'24", an arc distance of 9.13 feet; thence South 59°18'39" West, 172.15 feet; thence North 89°33'37" West, 147.94 feet to the True Point of Beginning. Containing 16.98 acres, more or less.