

Clay County, Missouri
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STATE OF MO.
CLAY COUNTY
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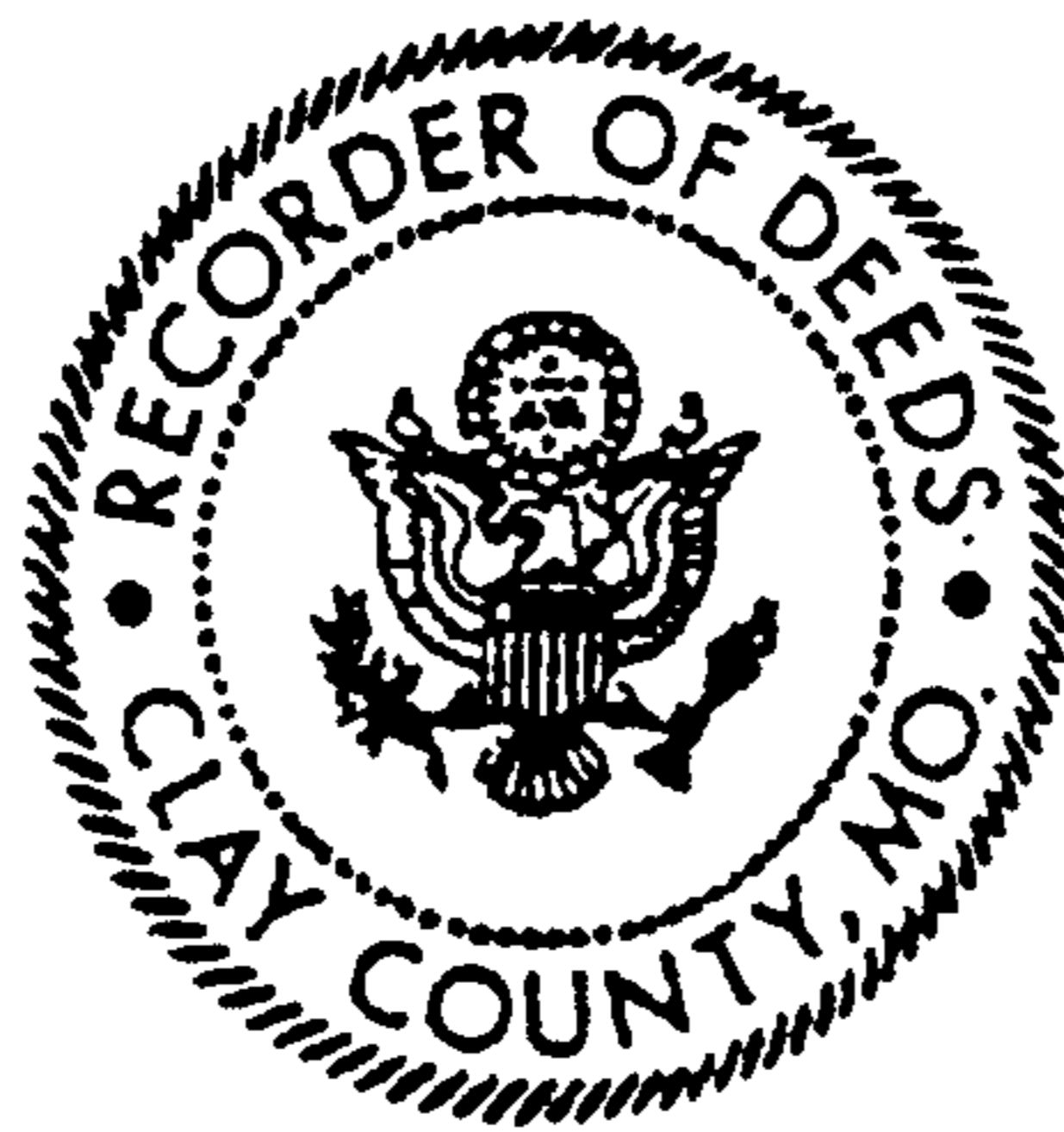
BOOK# 4455 PAGE# 45
ROBERT T. SEVIER
RECORDER OF DEEDS

By: Wenda Watson
Deputy

RECORDER OF DEEDS CERTIFICATE
CLAY COUNTY, MISSOURI

NON-STANDARD DOCUMENT

This document has been recorded and you have been charged
the \$25.00 non-standard fee pursuant to RSMO 59.310.3
and this certificate has been added to your document in compliance
with the laws of the State of Missouri.



Robert T. Sevier
Recorder of Deeds
Clay County Courthouse
Liberty, MO 64068

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**SUPPLEMENTARY DECLARATION
OF THE ESTATES AT WILLOW BROOKE**

This Supplementary Declaration ("Supplementary Declaration") is made this 23rd day of December, 2003, by North Hills Development Company I, L.L.C. ("Declarant"). Mailing Address: 5616 North Antioch, Gladstone, Missouri 64119.

Recitals

1. On or about November 20, 1992, Declarant recorded (Book 2177 at Page 193 of the records of the Clay County Recorder of Deeds) that certain Declaration of Covenants, Conditions and Restrictions of Willow Brooke covering through subsequent amendments the real property legally described in **Exhibit A** attached hereto (the "Property").
2. Declarant is the owner of certain land ("Annexed Property") which adjoins and is contiguous to the Property, which said Annexed Property is legally described in **Exhibit B** attached hereto. The Annexed Property is platted for single family residences only (with exception of common areas, if any).
3. Declarant desires that the Annexed Property be, by these presents, added to the Property and Declaration so that the Annexed Property shall be benefited and burdened by the Declaration, the same as if Annexed Property was designated in the Declaration as part of the original Property and such Annexation was accomplished by Declaration of Annexation previously filed of record with the Clay County Recorder of Deeds.
4. Article II of the Declaration provides that annexed property may become a part of the "Property" therein described.

Article 1

Incorporation by Reference

Except to the extent expressly inconsistent herewith, all definitions contained in the Declaration, and all terms of the Declaration, are incorporated by reference herein except that:

1. The "Declaration" shall include the original Declaration as well as this Supplementary Declaration and any prior or subsequent Supplementary Declaration.
2. The "Property" shall be that real property described, in the aggregate, in Exhibits and **Exhibit B**, attached hereto, and such additional property as may hereafter be subjected to the terms of the Declaration pursuant to one of more Supplementary Declarations.

Article 2

Expansion of Declaration – Annexation of Property

The Declaration, and all provisions thereof, is hereby extended to bind, burden and extend to each and every part of the Property and the Annexed Property, the same as if each and every

RETURN DOCUMENT TO:

North Hills Dev
about

ATTN: _____

SECURITY LAND TITLE COMPANY

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part of the Property, the Annexed Property had originally been made subject to the Declaration and had been therein defined as the "Property".

Article 3
Ratification and Confirmation

In all other respects, the Declaration is ratified and confirmed.

Article 4
Special Amendments and Restrictions
(The Estates at Willow Brooke Only)

Declarant, as owner of all property described in **Exhibit B**, hereby declares that all property described in **Exhibit B only** (but not any other property described on other Exhibits) shall be held, sold, used and conveyed subject to the following additional covenants, restrictions and easements (in addition to and not in lieu of those stated in the Declaration; however, if any provision of the following shall conflict with the Declaration, the following provisions shall prevail, control and govern so long as the minimum restrictions set forth in the Declaration shall be maintained Annexed Property (the provision of the Supplemental Declaration shall be in addition to and not in derogation of the Declaration). The following additional covenants, restrictions and easements shall run with such land described in **Exhibit B only** and with the title to such land and shall be binding on all parties having or acquiring any right, title or interest in such land (described in **Exhibit B**) or any part thereof, subject to any limitations hereinbelow provided, and shall inure to the benefit of Declarant as well as each owner of a lot within the area so described in **Exhibit B**, and their respective heirs, grantees, distributees, personal representatives, successors and assigns. Such amendments and restrictions shall be for an initial term of twenty (20) years after the date on which this instrument has been recorded and shall be automatically renewed for subsequent terms of ten (10) years each unless two-thirds of the then owners of the lots in comprising the Property shall execute and record an instrument terminating these restrictions within the two year period next preceding any such automatic renewal.

1. General Construction Rules. The following supplemental rules and regulations (which may be enforced by either the Declarant or the owner of any other Lot in the Estates at Willow Brooke and which shall be deemed to run with the land in each lot of the Estates at Willow Brooke) shall govern all construction, repair and maintenance on any of the Lots in the Estates at Willow Brooke (and each Owner of said Lots in the Estates at Willow Brooke shall be strictly liable for violations of the provisions of this Article by their contractors, builders, agents, servants, employees, invitees, subcontractors and materialmen providing labor and/or material to the said Owner's Lot):
 - a. Commencement of construction on a Lot in the Estates at Willow Brooke shall start within ninety (90) days following the recording of the deed from the Declarant to the purchaser. Construction shall proceed in a timely and orderly manner to a prompt completion.

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- b. No Lot in the Estates at Willow Brooke is to be cleared nor shall construction commence on any Lot until a building permit therefore is granted and the Declarant has approved the plans and specifications for such construction.
- c. No dumping or open burning of construction materials, waste or trash shall occur on any Lot in the Estates at Willow Brooke.
- d. Loud music will not be permitted on any construction site in the Estates at Willow Brooke.
- e. No construction signs are permitted identifying any mortgage lender, contractor, subcontractor or supplier in the Estates at Willow Brooke without Declarant's written consent.
- f. Erosion control shall be provided on all Lots in the Estates at Willow Brooke by the Owners. The Declarant may, at its sole discretion, require the Owner to place erosion control materials such as straw bales or silt, fencing on any portion of a Lot in the Estates at Willow Brooke that appears to be in an erodible condition due to construction activities.
- g. Each Owner, at the end of each day during which construction activities are being conducted at such Owner's Lot, shall cause the streets adjoining or near the Property to be cleaned so that they shall be free from dirt, mud and debris deposited thereon during performance of such construction activities by Owner or said Owner's contractors, builders, subcontractors and materialmen.
- h. No exterior changes in plans during the construction period will be permitted without prior express written approval of the Declarant (interior changes shall be required to be approved if the square footage shall be modified).
- i. No construction work on any Lot shall begin before 7:00 a.m. or continue after 7:00 p.m.
- j. Excess excavation materials must be hauled away from the Lot and from the Property within thirty (30) days of commencement of excavation.
- k. Concrete suppliers and contractors shall clean their equipment only at locations designated by the Declarant.
- l. Owners (for themselves and their contractors, builders, subcontractors and materialmen) shall cause the cleanup of all trash and debris generated by construction on a Lot at the end of each day. Trash and debris shall be removed from each construction site at least once a week to a dumping site located off the Property. Owners (for themselves and their contractors, builders, subcontractors and materialmen) will be responsible for removing all construction debris and keeping construction sites in a well-maintained appearance at all times.

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2. Maintenance Required by Owner.

- a. Each Owner shall keep all portions of his Lots (including easement areas, if any), and all improvements therein or thereon, in good order and repair, including, by way of illustration and not of limitation, the seeding, watering and mowing of any lawns, the pruning and cutting of any trees and shrubbery, the maintenance of any parking areas in a serviceable and attractive condition, and the painting (or other appropriate external care) of all building and other improvements, all in a manner and with such frequency as is consistent with safety and good property management. There is reserved to the Association and the Declarant a "maintenance easement" on Property lying between the foundation of any structure on any Lot and the property line of said Lot to permit the Association, its agents, successors or assigns, at its election, to maintain said Property at any reasonable hour. The Association and the Declarant shall have the right, after written notice to the Owner of the affected Lot as hereinafter provided, to remove trash or rubbish and to cut grass, weeds and vegetation and to trim or prune any hedge or other planting that, in the opinion of the Association or Declarant, by reason of its location or height of the manner in which it is permitted to grow is detrimental to adjoining Lots or Property or is unattractive in appearance. The Association or Declarant shall further have the right to care for vacant and unimproved Property and to remove grass, weeds and rubbish therefrom and to any and all things necessary or desirable, in the opinion of the Association or Declarant, to keep such Property in neat and good order, all at the cost and expense of the Owner. Such cost and expenses incurred by the Association or Declarant shall be paid to the Association or Declarant (as the case may be) upon demand and the right to receive such costs and expenses so incurred may be enforced by either Association or Declarant as provided herein or as provided by law.
- b. The Association or Declarant (as the case may be) shall give five (5) days' written notice to the Owner in violation of this Restriction, setting forth the specific violation or breach of this Restriction and the action required to be taken by the Owner to remedy such violation or breach; if, at the end of such time, such curative action shall have not been taken by the Owner, the Declarant or Association (as the case may be) may pursue its rights and remedies hereinafter provided and shall have such other remedies at law or in equity as may then exist.

3. Land Use and Structure Type.

- a. The Property, and all parts thereof, shall be used solely for single family residential purposes and for no other purposes whatsoever, unless specifically provided to the contrary herein.
- b. No building shall be erected, altered, placed or permitted to remain on any Lot unless it is an approved structure (i.e., approved by the Declarant) and no previously approved structure shall be used for any purpose other than that for which it was originally approved.

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- c. No Lot shall be split, divided or subdivided for sale, resale, gift, transfer or otherwise without the written consent of the Declarant and the Association.
- d. The Declarant hereby reserves the exclusive right to use any of its Property for temporary use as an office or for model home purposes during the Development Period.
- e. All wood and masonite exteriors, except roofs, shall be initially covered (and thereafter continuously maintained in an attractive manner by cleaning, repainting and/or otherwise) with a workmanlike finish of paint, stain and/or weather preservative unless another finish is approved in writing by the Declarant. Color finish may be rejected if the Declarant, in its sole discretion, deems said to be offensive.
- f. Any portion of a foundation protruding more than twelve inches above the ground shall be covered with the same type and quality of material which is required to cover the exterior of the structure. All above ground portions of a foundation not required to be covered shall be painted the same color as the residence. All wood and other non-brick or non-stone or non-stucco exteriors (except roofs) shall be painted or stained with high quality products.
- g. All water, gas, electricity, sewer, telephone, cable television and other utilities or services shall be located and run underground on each Lot.
- h. All driveways shall be constructed of concrete (no asphalt, rock or gravel driveways will be permitted).

4. Landscape Restrictions.

- a. No home on any Lot in the Estates at Willow Brooke shall be first occupied unless and until the following conditions are satisfied:
 - i. The then Owner shall submit to the Declarant a written landscape plan setting forth a drawing of the location and type of all landscaping and plantings on the Lot. At a minimum, such landscaping plan must provide for sod of all front and side yards; the rear yards shall be planted with sod sixty feet behind the deepest point of the structure and then suitable ground cover approved by the Declarant for the remaining yard; and the Owners shall submit a written bid (or bids) setting forth the cost of implementing each portion of the landscape plan; and
 - ii. The Declarant shall have approved such landscape plan, including ground cover, in writing (which approval may be withheld in the Declarant's reasonable discretion); and
 - iii. The reasonable cost of landscaping pursuant to such approved landscaping plan shall be not less than one percent (1%) of the finish cost of the house

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and lot (exclusive of the cost of sod). The purpose of this requirement is to ensure that each Owner makes appropriate plantings of trees, bushes and flowers, and other landscaping improvements, so as to enhance the aesthetics of each Lot for the benefit of all Owners; and

- iv. All such landscaping, as embodied in the landscape plan approved by the Declarant, is actually installed and Owner furnishes the Declarant with paid receipts for same.
 - b. No tree or shrubbery shall be maintained in such a manner as to obscure the view of vehicular traffic.
 - c. The Declarant may adopt and promulgate rules and regulations regarding the requirement of planting trees, preservation of trees and other natural resources and wildlife to protect and encourage the preservation of the ecological balance of the Property.
5. **Building Locations.** No building or other structure shall be located on or built on any Lot nearer to the front line or nearer to the side street right-of-way line than the minimum set back line shown on a Plat. Furthermore, the exact placement and orientation of any single family residential structure on a Lot shall be subject to approval of the Declarant.
 6. **New Construction.** All structures permitted hereby shall be new construction and no building or structure (included pre-fabricated structures) shall be moved onto any Lot.
 7. **Front Materials.** The entire front elevations of all structures (facing the street) shall be either brick, stone or stucco unless approved in writing by Declarant.
 8. **Incomplete Structures.** Commencement of construction of a structure shall not occur until the Declarant has approved the final plans and specification for such structure. No structure shall be permitted to stand with its exterior in an unfinished condition for a period longer than six (6) months after commencement of construction. Extensions for periods beyond six (6) months may be granted by the Declarant in its sole discretion. In the event of fire, windstorm or other damage, no structure shall be permitted to remain in a damaged condition for more than three (3) months. No structure shall be occupied until completed according to the plans and specifications approved by the Declarant.
 9. **Structures.** No temporary building, trailer, tent, garage, barn or other building, whether in the course of construction or otherwise, shall be placed upon any Lot. No detached structure for purely ornamental purposes may be erected on any part of any Lot without the consent of the Declarant, which consent may be withheld or conditioned in the sole and subjective discretion of the Declarant.
 10. **Placement of Signs on Property.** No sign, billboard or other advertising device of any nature shall be placed upon any Lot, including property identification signs, except by the Declarant and except as may otherwise be provided herein. The Declarant may adopt and promulgate rules and regulations relating to signs which may be used within the Property.

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“For Rent” and “For Sale” signs (not exceeding five (5) square feet in size) shall be permitted to be placed upon any Lot provided that such signs have first been approved by the Declarant.

11. **Keeping of Animals of Lots.** No animals, dogs, cats, cows, horses, swine, goats, sheep, poultry other domesticated farm animals, wild animals, exotic animals, animals requiring special permits from the State of Missouri or the United States of America, or birds shall be kept or maintained on any Lot without the written approval of the Declarant, which approval may be withheld in the sole discretion of the Declarant; provided, however, so long as kept inside of the residence on the Lot between the hours of 9:00 p.m. and 7:00 a.m. and so long as kept in a sanitary manner, an Owner may keep not more than two (2) of the following animals on the Lot, to wit: domesticated cats, domesticated birds and domesticated dogs, provided further, at no time shall any Owner keep or harbor, on the Lot, any pit bull or any dog, cat or bird having dangerous or vicious propensities, provided further, no dog, cat or bird shall be kept on any Lot for breeding purposes.
12. **Disposition of Trash and Other Debris.** No Lot shall be used or maintained as a dumping ground for rubbish. No lumber, metals, bulk materials, refuse or trash shall be kept, stored to allowed to accumulate on any Lot, except building materials during the course of construction for a period not to exceed one hundred eighty (180) days (commencing from day one of the first delivery of any of such materials) unless extended by the Declarant or the Association in its sole discretion, for any approved structure, unless such materials are screened from view in a manner approved by the Declarant or the Association. During the course of construction it shall be the responsibility of each Owner to insure that construction sites are kept free of unsightly accumulations of rubbish and scrap materials, and that construction materials, trailers, shacks and the like are kept in a neat and orderly manner. No burning of any trash, leaves, grass or weeds, and no accumulation or storage of litter of any kind shall be permitted on any Lot. If trash or other refuse is to be disposed of by being picked up and carried away on a regular and recurring basis, containers may be placed in the open, on any day that a pickup is to be made, at such place on the Lot so as to provide access to persons making such pickup. At all other times such containers shall be stored in an manner that they cannot be seen from adjacent and surrounding property. All such containers shall be kept in a clean and sanitary condition. The Declarant and Association may adopt and promulgate reasonable rules and regulations relating to the size, shape, color and type of container permitted and the manner of storage of the same on the Property.
13. **Parking of Motor Vehicles, Boats and Trailers.**
 - a. No truck, commercial vehicle, trailer, commercial trailer house, recreational vehicle, all-terrain vehicle (“ATV”), camper, motorcycle, automobile, mobile home, boat or boat trailer shall be brought upon, stored or habitually parked on any Lot or upon any street abutting any Lot except as herein provided to the contrary. This shall not be construed to prohibit the temporary (i.e., a maximum of seventy-two (72) hours): (a) standing or parking of a trailer, boat, trailer house, recreational vehicle or mobile home for short periods preparatory to take same to

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some other location for use; or (b) the temporary standing or parking of a truck or commercial vehicle for loading, or unloading (not to exceed seven (7) hours); or (c) the parking of any operational, roadworthy and currently licensed automobile on any driveway on any Lot or in any enclosed garage. The Declarant and Association may permit such parking for longer periods but such permit must be in writing.

- b. No such vehicle shall be openly stored in any area other than as may be designated by the Declarant or the Association. However, no mechanical maintenance on any vehicle shall be permitted in front of any Lot, structure or garage, or between any Lot, structure or garage and an abutting side street, or upon any street abutting any Lot, structure or garage.
- c. While nothing contained herein shall be considered to prohibit the use of the portable or temporary building or trailers as field offices by contractors during actual construction on the Property, the use and appearance of such a building or trailer must be specifically approved by Declarant prior to its being moved on site.

- 14. Nuisances. No noxious or offensive activity shall be carried on upon any portion of the Lots, nor shall anything be done thereon that may be or become a nuisance or annoyance to any other Owners.
- 15. Exterior Lighting. No exterior lighting shall be directed outside the boundaries of any Lot but shall be directed so as to avoid glare and excessive light spillage onto abutting or adjacent Property or Lots. Exterior lighting shall consist of concealed sources of illumination and shall maintain lighting levels consistent with the recognized standards of the lighting industry. Exterior lighting shall be from white sources only. Upon notice from the Declarant or Association that an exterior light is objectionable, such Owner shall immediately shield such light in such a manner so that in the opinion of the Declarant or the Board such light is no longer objectionable. If shielding cannot be accomplished to the satisfaction of the Declarant or Association or the light continues to be objectionable, the Declarant or Association may require that such light be removed or replaced with a light that is not objectionable. Notwithstanding the foregoing, temporary, decorative lighting shall be permitted provided that such lighting conforms to the requirements and limitations as may be imposed by the Association. At a minimum, however, each residence on a Lot shall have 50 watt mini-can lighting (mounted under the soffit) on each offset (also including the front corners) of the front elevation of the said residence. Such mini-can lighting shall be operable and operating from dusk until dawn and shall be activated by either timer or photoelectric cell.
- 16. Antennas, Poles and Projections. No facilities, including poles and wires for the transmission of electricity, telephone messages, CATV signals and the like shall be placed or maintained above the surface of the ground on any Lot, and no external or outside antennas or satellite dishes shall be permitted on any Lot except as hereinafter provided. No solar collectors or wind generators or turbines of any kind or type shall be maintained on any Lot except with the permission of the Declarant (which may be withheld or

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conditioned in the sole and subjective discretion of the Declarant). No flag poles, poles, nor standards shall be erected or maintained except with the prior written approval of the Declarant, which approval may be withheld in the sole discretion of the Declarant.

17. Satellite Receivers and Transmitters. Declarant acknowledges the right of telecommunications consumers to receive satellite transmissions in accordance with the Section 207 of the Telecommunications Act of 1996. However, in order to preserve the aesthetics of the Property, Declarant hereby directs that satellite receivers and transmitters ("Dishes") shall be located at the following points (listed in descending order of preference):

- a. First Choice: If a Dish can be so located, without undue cost to the Owner and without undue diminution of signal reception or transmission, it shall be attached to the roof (immediately below and behind the roof ridge line) of the residence at a location so that it cannot be seen from the street running in front of the residence.
- b. Second Choice: If the First Choice is not available and if a Dish can be so located, without undue cost to the Owner and without undue diminution of signal reception or transmission, it shall be attached to rear exterior wall of the residence at a location so that it cannot be seen from the street running in front of the residence.
- c. Third Choice: If the First and Second Choices are not available and if a Dish can be so located, without undue cost to the Owner and without undue diminution of signal reception or transmission, it shall be attached to a side exterior wall of the residence at a location which is least likely to be seen from the street running in front of the residence.
- d. Fourth Choice: If the First, Second and Third Choices are not available and if a Dish can be so located, without undue cost to the Owner and without undue diminution of signal reception or transmission, it shall be installed at ground level near the rear property line of the Lot at a location which is least likely to be seen from the street running in front of the residence.

Any satellite dish shall not exceed a diameter of twenty-four (24) inches. If installed on the roof or walls, the satellite dish shall be of an "earth tone" color. If installed at ground level, the satellite dish shall be screened from view on all sides by shrubbery so long as the shrubbery shall not unreasonably interfere with the reception or transmission of satellite signals. If the first four choices mentioned above are not available for some reason, the Owner of each Lot and the Declarant shall reasonably cooperate with each other so that any right of an Owner to receive or transmit satellite signals is harmonized with the preservation of aesthetics at the Estates at Willow Brooke and on each Lot.

18. Subsurface Water. No well, pump, shaft, casing or other facilities for the removal of subsurface water shall be placed or maintained on any Lot, nor shall any boring, drilling, removal of or exploration for subsurface water be conducted on any Lot, except by or

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with the permission of the Declarant. No individual water supply system shall be permitted on any Lot.

19. Drainage. Drainage from a Lot directly onto an adjoining Lot as a result of any construction activity or any change to the grade of any Lot shall be prohibited and each Owner shall be required to maintain the Lot and to construct and maintain the gutters and downspouts to control such drainage. The final grading on each Lot shall not cause any adverse change (as determined solely by the Declarant) to the natural grade of such Lot.
20. Placement of Pipelines. No water pipe, gas pipe, sewer pipe or drainage pipe or conduit shall be installed or maintained on any Lot above the surface of the ground, other than as may be approved by the Declarant, except at the point of connection of such pipe to a structure and except for hoses used for the watering landscaping items such as trees, shrubs, flowers and grass.
21. Laws and Ordinances. Each Owner shall promptly comply with all laws and statutes, ordinances, rules and regulations of federal, state or municipal governments or authorities applicable to use, occupancy, construction and maintenance of improvements upon any Lot.
22. "Off Road" Vehicular Traffic. No portion of the Property, including but not limited to the Common Property, shall be used for motorized vehicular traffic of any nature except as to maintenance vehicles used in the ordinary course of maintaining the Property. Such prohibition extends to vehicles generally referred to and categorized as all-terrain vehicles, motorcycles, motorized bikes and all other such motorized vehicles.
23. Roof Materials. All roofs on all enclosed structures on any Lot must be of the following material: 50 year Elk, Prestige Plus (weathered wood color) or equivalent as determined by the Declarant in its sole discretion.
24. Windows. All windows installed in any structure on a Lot must either be solid wood or solid wood encased or "clad" in either vinyl or metal.
25. Swimming Pools. No above-ground swimming pools shall be permitted on any Lot; rather, any swimming pools must be below the surface of the ground and such swimming pools as well as all appurtenant equipment (e.g., motors, pumps, housings, etc.) must be screened from view in accordance with plans for same submitted to (and approved by) the Declarant.
26. Fences. No fences or walls shall be placed on any Lot without approval of the Declarant or Association and no approved fence or wall shall be erected or maintained in such a manner as to obstruct the view of vehicular traffic. Furthermore:
 - a. No fences of any kind will be permitted in the front or side yards of any Lot.
 - b. All fences must be 5'0' in height, made of wrought iron, be continuously maintained in a good state of repair, and be of such design as may be approved by

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Declarant in its sole discretion. Any such fence must be placed on actual property (Lot) lines.

- c. No fences shall be erected until the property lines for fence location are first surveyed and staked by a licensed surveyor.
 - d. All backyard fences shall encompass the entire backyard (unless the Declarant shall approve otherwise in its sole discretion), which "backyard" is hereby defined as an area commencing at the back corners of the residential structure constructed on any Lot, extending perpendicularly to the side Lot lines and then extending along said side Lot lines to the rear Lot line.
 - e. Under no circumstances shall any dog pens or any other enclosures be maintained, outside of the single family residence located on any Lot.
27. Obstruction of Traffic. No fence, wall, tree, hedge, shrub, planting or structure shall be erected or maintained in such a manner so as to obstruct site lines for vehicular traffic.
28. No Business Use. No business use shall be made of any Lot or structure thereon:
29. Laundry Poles. No poles for attaching wires or lines for the purpose of hanging laundry thereupon shall be erected, installed or constructed on any Lot.
30. Basketball Goals. No portable basketball goals shall be permitted. Permanent basketball goals may be permitted subject to prior written approval by the Declarant or Association as to location, appearance and design.
31. Trampolines. No outdoor trampolines shall be permitted on any Lot.
32. Playground Structures. No outdoor playground structures shall be permitted to stand outside of the enclosed residence on any Lot unless in the back yard (as defined in Section 2(d)) and constructed predominantly of wood and having such "earth-tone" colors as shall be approved by the Declarant in its sole and absolute discretion.
33. Height Limitation. Any residence erected on any Lot shall not be more than two levels in height above ground, provided, a residence of more than two stories in height may be erected on any Lot with the express written consent of the Declarant (which consent may be withheld for any or no reason whatsoever).
34. Square Footage Requirements. No single family residence shall be erected on any Lot which contains less than the following minimum square footage areas:
- a. For two story homes, not less than 3,000 square feet of enclosed floor area with not less than 1,400 square feet on the first floor.
 - b. For single level (so called "ranch") homes, not less than 2,300 square feet of enclosed floor area on one level.

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- c. For reserve 1½-story homes, not less than 3,000 square feet of enclosed space with no less than 1,800 square feet on the main level.
- d. For all other homes (including one and a half story homes), not less than 3,000 square feet of enclosed floor area with not less than 1,750 square feet of enclosed floor area on the first floor.

While all homes erected on any Lot must have a basement, in no event shall any so-called underground or "earth contact" homes be permitted. The phrase "enclosed floor area" as used herein shall mean and include areas of the residence enclosed and finished for all year occupancy, computed on outside measurements of the residence, and shall not mean or include any areas in basements, garages, carports, porches or attics. However, the Declarant, in its sole discretion, may include finished lower-level living areas as part of the area of the structure. Notwithstanding the foregoing, a structure containing less than the minimum enclosed floor area may be approved by the Declarant.

- 35. Garages. All garages must be fully enclosed and must be attached to the main house and, unless specifically approved by the Declarant (which approval may be withheld at the Declarant's sole discretion), all said garages must be either so called "side entry" or "front entry" garages. All garages must be equipped with doors which shall be kept closed as much as practicable so as to preserve the appearance of Project as a whole. All residences erected on any Lot shall contain not less than two nor more than three garages of sufficient size to accommodate a standard size motor vehicle.
- 36. It is understood that the Declarant and Declarant's assignee shall have the right to enforce the rules and regulations set forth above in the manner as provided in this instrument.
- 37. Enforcement Rights. In addition to any enforcement rights which may be available under the Declaration:
 - a. Until Declarant has sold all lots in the Estates at Willow Brooke subdivisions, the Declarant may pursue any right or remedy available to it at law, in equity or under this instrument.
 - b. Nothing contained herein shall be deemed to affect or limit the rights of the Declarant or the Association of the Owners of Lots in the Estates at Willow Brooke, or any one of them, to enforce any of the terms, covenants or conditions of this Declaration by appropriate judicial proceedings. Any beneficiary (including the Declarant and owners of lots in the Estates at Willow Brooke) hereof shall be entitled to relief by way of injunction or specific performance, as well as any other relief available at law or in equity, to enforce the provisions hereof. In any and all such actions, whether at law or in equity, any such beneficiary hereof who is entitled to relief and who substantially prevails in such enforcement proceeding shall also be entitled to recover all costs and expenses, including reasonable attorneys fees, incurred in enforcing such rights.

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In Witness Whereof, the undersigned have executed this instrument the day and year first above written, the corporate parties by their officers authorized in the premises.

DECLARANT
NORTH HILLS DEVELOPMENT
COMPANY I, L.L.C.


David Brinton, Manager

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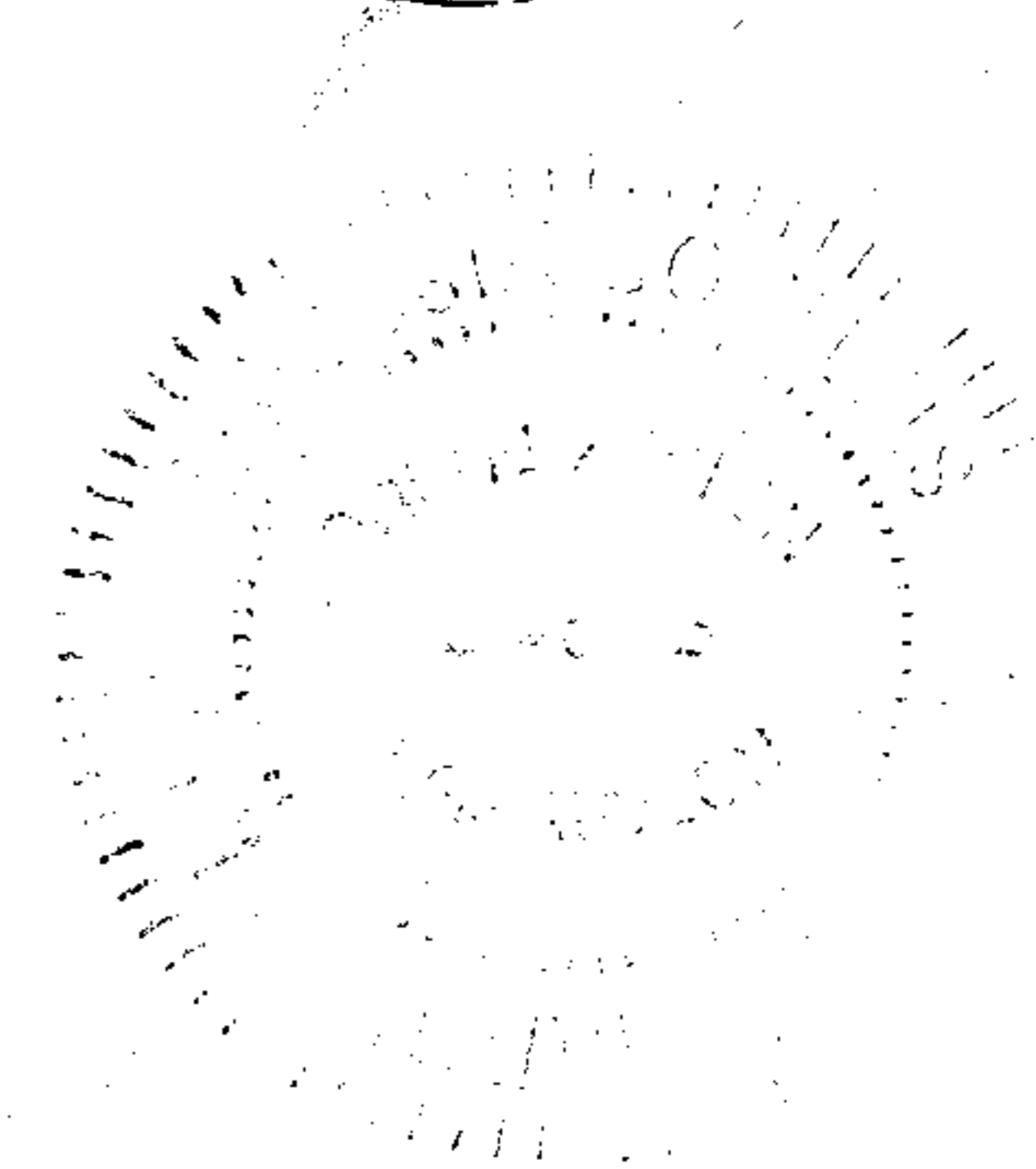
On this 23rd day of December, 2003, before me, the undersigned, a Notary Public, personally appeared David Brinton, to me known, who, being by me duly sworn, did say that he is the Manager of North Hills Development Company, I., L.L.C., and that said instrument was signed on behalf of said liability limited company by authority of its Owners, and the said David Brinton acknowledged that he executed the same as the free act and deed of such limited liability company.

In Witness Whereof, I have hereunto set my hand and affixed my official seal at my office in said county and state, the day and year last above written.

Stanley Harris Eiler
Notary Public

My Commission Expires:

STANLEY HARRIS EILER
Notary Public - Notary Seal
STATE OF MISSOURI
Clay County
My Commission Expires Aug. 21, 2006



BK 4455 PG 059

Clay County, Missouri
Unofficial Document

EXHIBIT A

PROPERTY DESCRIPTION:

All that part of Willow Brooke First Plat, Willow Brooke Second Plat, Willow Brooke Third Plat, Willow Brooke Fourth Plat, Willow Brooke Fifth Plat, Willow Brooke Sixth Plat, Willow Brooke Seventh Plat, Willow Brooke Eighth Plat and Willow Brooke Ninth Plat, subdivisions of land in Kansas City, Clay County, Missouri, according to the recorded plats thereof.

BK 4455 PG 060

Clay County, Missouri
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EXHIBIT B

The Estates at Willow Brook, a subdivision of land in Kansas City, Clay County, Missouri, according to the recorded plat thereof. The metes and bounds description is attached hereto as Exhibit B-1.

BK 4455 PG 061

EXHIBIT B1

PROPERTY DESCRIPTION:

All that part of the North Half of Section 1, Township 51, Range 33, Kansas City, Clay County, Missouri, described as follows: Commencing at the Southeast corner of the Northwest Quarter of said Section 1; thence North 87 degrees 43 minutes 35 seconds West along the South line of the Northwest Quarter of said Section 1, a distance of 107.89 feet to the Point of Beginning of the tract of land herein to be described; thence continuing North 87 degrees 43 minutes 35 seconds West along the South line of the Northwest Quarter of said Section 1, a distance of 511.80 feet to the Southeast corner of WILLOW BROOKE 9TH PLAT, a subdivision of land in Kansas City, Clay County, Missouri; thence North 00 degrees 12 minutes 42 seconds East along the Easterly line of WILLOW BROOKE 9TH PLAT, a subdivision of land in Kansas City, Clay County, Missouri, WILLOW BROOKE 8TH PLAT, a subdivision of land in Kansas City, Clay County, Missouri, a distance of 1113.02 feet to the Northeast corner of said WILLOW BROOKE 8TH PLAT; thence South 89 degrees 48 minutes 28 seconds East, a distance of 61.67 feet; thence South 69 degrees 32 minutes 47 seconds East, a distance of 41.69 feet; thence South 60 degrees 24 minutes 11 seconds East, a distance of 176.82 feet; thence South 20 degrees 33 minutes 29 seconds West, a distance of 133.41 feet; thence South 40 degrees 03 minutes 29 seconds East, a distance of 105.07 feet; thence South 60 degrees 44 minutes 27 seconds East, a distance of 254.18 feet; thence South 7 degrees 12 minutes 41 seconds East, a distance of 437.81 feet to a point on the Westerly right-of-way line of Maplewoods Parkway; thence Southerly along the Westerly right-of-way line of said Maplewoods Parkway, on a curve to the right, with an initial tangent bearing of South 22 degrees 24 minutes 28 seconds West, and a radius of 1625.45 feet, an arc distance of 66.88 feet; thence continuing along the Westerly right-of-way line of said Maplewoods Parkway, South 24 degrees 45 minutes 55 seconds West, a distance of 33.30 feet; thence continuing along the Westerly right-of-way line of said Maplewoods Parkway, South 65 degrees 14 minutes 05 seconds East, a distance of 70.00 feet; thence continuing along the Westerly right-of-way line of said Maplewoods Parkway, South 24 degrees 45 minutes 55 seconds West, a distance of 161.32 feet to the Point of Beginning. Said tract of land contains 11.06 acres more or less.

BK 4455 PG 062