

(2)

BOOK 205227

(C1)

128496

1 85712041

DECLARATION OF RESTRICTIONS  
COUNTRY CLUB GARDENS

Quarto Investors, a Missouri limited partnership, owner of the following described real property, to-wit:

All of Lots 30 - 35, inclusive, Country Club Gardens, a subdivision in the City of Blue Springs, Jackson County, Missouri,

62-2321

for the purpose of securing orderly and uniform improvements of said property, and to the objective that the undersigned, its successors and assigns and future grantees may be protected and assured that the above described lands shall be used for high class residential purposes, we the undersigned hereby declare that the above described lands are held and shall be conveyed subject to the restrictions, reservations and covenants hereinafter set forth.

SECTION 1: USE OF LAND

- (1) The above lands may be improved, used or occupied for duplex dwellings.
- (2) No duplex dwelling shall be located nearer to the front lot lines than indicated on the plat. Quarto Investors reserves the right to permit the erection of a duplex dwelling on any of the lots in said addition be two (2) feet nearer to any street line on which said lot fronts, by executing and recording a proper instrument of writing, changing the front building setback line.
- (3) No trailer, basement, tent, shack, garage, barn or other outbuildings shall at any time be used as a residence, storage or tool shed temporarily or permanently, nor shall any residence of temporary character be permitted. No clothes line of a permanent type shall be erected on any lot. No permanent type trash burner shall be erected.
- (4) No structure shall be moved on said premises from another location; and no duplex dwelling shall be occupied until fully completed, and such duplex dwelling must be fully completed within six months after the first earth excavation is started. All yards, front, side and back must be either sodded or seeded within the above time.
- (5) No animal, livestock or poultry of any kind shall be raised, bred or kept on any lot except that dogs, cats, or other household pets may be kept provided that not more than one (1) dog or one (1) cat or one (1) other household pet shall be kept by any one family on a duplex lot.
- (6) No school buses, tractors, trucks, boats or trailers shall be regularly parked or stored in the open on the lot or at the curb, and in any event, not more than twelve (12) hours at any one time.
- (7) No noxious or offensive trade or activity shall be carried on any lot nor shall anything be done thereon which may be or become annoyance or nuisance to the neighborhood.
- (8) No fencing shall be permitted on any lot unless the same is yard fencing and no fencing is to extend nearer to the front street than the rear duplex line, or to the side than the duplex side line of that particular duplex.
- (9) All improvements shall be connected with the sanitary sewer system, which is now or shall be, constructed to serve the above premises. No other sanitary provision, septic tank or other device for sewage disposal shall be installed or permitted to remain on any lot.

- (10) No residential duplex shall be erected having a living area on the main levels and area less than 1,500 square feet, exclusive of porches, garages and breezeways. No duplex dwelling, having the appearance from the front of a two-story structure, shall be constructed, with the principal living area on the second level, shall have less than 1,500 square feet. No duplex shall have less than two (2) garages, which may be attached or built-in garages. All driveways shall be poured concrete or asphalt, and shall extend to the curb line of the street upon which the premises fronts, or to the curb line on the side street.
- (11) The construction or placing of signs, billboards or advertising structure of any kind is prohibited, except that one (1) sign advertising the rental or sale of property is permitted, provided it does not exceed five (5) square feet in size, and further that the developers may maintain a large sign or signs pertaining to said development prior to completion.
- (12) No tanks for storage of oil or other fluids or outbuildings of any kind may be maintained on any portion of the premises above the surface of the ground. Circulating tanks for a swimming pool must be enclosed in the duplex dwelling or garage.
- (13) These restrictions and covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2000, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless the then owners of a majority of the lots in the said subdivision shall, before the expiration of said original term, or any extension thereof, by an instrument executed, acknowledged and recorded in the office of the Recorder of Deeds, change or modify the same in whole or in part.
- (14) Each of the restrictions and covenants herein set forth shall run with the land and bind the present owner, its successors and assigns and all parties claiming by, through or under them shall be taken to hold, agree and covenant with the owner of said tract, to conform to and observe said restrictions and covenants. The owner or owners of any portion of the above lands shall have the right to sue for and obtain an injunction, prohibitive or mandatory, to prevent the breach of or to enforce the observance of the restrictions and covenants above set forth, in addition to the ordinary legal action for damages; and the failure of the owners of said premises hereby restricted to enforce any of the restrictions and covenants herein set forth shall not waive such right to do so any-time thereafter.
- (15) Invalidation of any one or more of the provisions, reservations, restrictions and covenants herein contained, and any amendments hereto, by court order or judgment, shall in no wise affect any of the other provisions, reservations, restrictions and covenants herein.

IN WITNESS WHEREOF, the said party has hereunto set its hand this 24 <sup>th</sup> day of May, 1978.

QUARTO INVESTORS  
(A Missouri General Partnership)

By: [Signature]  
Judy C. Burtin  
General Partner