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Book Page COUNTRY CLUB GARDENS DECLARATION OF RESTRICTIONS Dated Filed Lots 86 to 90, inclusive.

WHEREAS, Land-View Developers, Inc., owner of the following described real property, to-wit:

All of Lots 86 to 90, inclusive, Country Club Gardens, a subdivision in the City of Blue Springs, Jackson County, Missouri,

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 reservations, restrictions and covenants hereinafter set forth.

SECTION I USE OF LAND

- (A) Lots 86 to 90, inclusive for duplex dwellings. (1) The above lands, may be improved, used or occupied for duplex dwellings on each lot, and no flat or apartment house though intended for residential purposes may be erected thereon. (2) No duplex dwelling shall be located nearer to the front lot lines or side lot lines than as indicated on the plat. Land-View Developers, Inc., reserve the right to permit the erection of a duplex dwelling on any of the lots in said addition by two (2) feet nearer to any street line on which said lot fronts, by excavating and recording a proper instrument of writing, changing the front building set back 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 and trash burning will not be permitted on any lot after 4 P.M. Any fire started before 4 P.M. will be extinguished by 4 P.M. (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 sprigged 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.

SECTION II APPROVAL OF PLANS AND SPECIFICATIONS OF IMPROVEMENTS PERMITTED

- (8) All plans and specifications for the construction of a duplex dwelling shall be submitted to Land-View Developers, Inc., for its approval so long as it shall own any lot in this subdivision. (9) No fencing shall be permitted on any lot unless the same is yard fencing and approval for all fencing must be obtained in the manner and method as set out in Paragraph 8, but no fencing to extend nearer to front street than the rear duplex line, or to the side than the duplex side line, of that particular duplex, except decorative railing along walkways which must be submitted for approval along with plans and specifications. (10) All plans, specifications and locations for the construction of a swimming pool must be submitted as set forth in Paragraph 8. (11) 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. (12) No residential duplex shall be erected having a living area on the main levels and area less than 1800 square feet, exclusive of porches, garages and breezeways. No duplex dwelling having the appearance from the front, of a two story structure, including the foundation, with the principal living area on the second floor, shall have less than 1800 square feet. No duplex shall have less than two (2) garages, which may be attached or built-in-garages. All front elevations shall have a masonry front or as outlined in Paragraph 8. 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. All roofing shall be good shingles approved as specified in Paragraph 8 and the main duplex dwelling roof must have a minimum of one quarter (1/4) pitch. (13) The developers may maintain a small real estate office, from which to sell lots and homes in the development, until all lots have been sold. (14) No sale of said lots shall be consummated without giving at least fifteen days' written notice to the PROPRIETORS and the owners of the two lots adjoining said lot on the sides, of the terms thereof; and any of them shall have the right to buy said lot on such terms within fifteen days, by giving notice to the sellers of their intentions, providing they complete the purchase with in the fifteen days after title papers have been made available and on the same terms as provided for the proposed sale of said lots. Such notice shall be personally served if service can be made on the subdivision; if any person entitled to service cannot be found on the subdivision, notice shall be mailed to such person at his last known address. Affidavit of the person making service shall be sufficient evidence thereof to protect a purchaser. State laws govern paragraph fourteen. No notice shall be required to be given to the PROPRIETORS as herein provided after the PROPRIETORS has sold the last lot owned by them in the subdivision, but such notice shall only be given to the adjoining lot owners.

SECTION III
SIGNS, BILLBOARDS AND
MISCELLANEOUS PROVISIONS

(15) The construction or placing of signs, billboards or advertising structures 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.

(16) No tanks for storage of oil or other fluids or out buildings 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.

(17) No trash, ashes, or other refuse shall be thrown or dumped upon any undeveloped portions of said lands.

SECTION IV
DURATION AND ENFORCEMENT

(18) 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.

(19) 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 anytime thereafter.

(20) Invalidity 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 14th day of October, 1968.

LAND-VIEW DEVELOPERS, INC.

Colby P. Zebarth
Colby P. Zebarth, Secretary-Treasurer
Thomas H. Shaw
Thomas H. Shaw, President



STATE OF MISSOURI)
COUNTY OF JACKSON) SS

On this 14th day of October, 1968, before me, appeared Thomas H. Shaw to me personally known, who being by me duly sworn, did say that he is the President of Land-View Developers, Inc., a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said Thomas H. Shaw acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Raytown, Missouri, this day and year last aforesaid.



Ruth Plate
Notary Public within and for said
County and State