

Lots 163 to 181, Inclusive

DECLARATION OF RESTRICTIONS
 Dated January 27, 1970
 Filed March 18, 1970
 Book
 No.

Lots 163-181

WHEREAS, LAND-VIEW DEVELOPERS, INC., the owner of described real property to-wit:

02-2-2-2
 All of Lots 163 to 181, 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, assigns and future grantees may be protected and assured that the above described lands shall be used for high class residential purposes, and shall be conveyed subject to the reservations, restrictions and covenants hereinafter set forth.

SECTION I USES OF LAND

(1) The above lands, may be improved, used or occupied for private residence, and no flat or apartment house though intended for residential purposes may be erected thereon.

(2) All improvements designed for occupancy by a single family shall not be more than two (2) stories, except that split-level constructions shall be permitted.

(3) No dwelling or residence 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 residence on any of the lots in said addition 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 set back line.

(4) 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. To permanent type trash burner shall be erected and trash burning will not be permitted on any lot after 4 P.M. Fire started before 4 P.M. will be extinguished by 4 P.M.

(5) No structure shall be moved on said premises from another location, and no dwelling or residence shall be occupied until fully completed, and such dwelling or residence must be fully completed within six months after the first earth excavation is started. All yards, front, side and rear must be either sodded or sprigged within the above time.

(6) No animals, 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 two (2) dogs or two (2) cats or two (2) other household pets shall be kept on any residence lot.

(7) 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.

(8) No noxious or offensive trade or activity shall be carried on upon 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.

(9) All plans and specifications for the construction of dwelling or residence shall be submitted to Land-View Developers, Inc., for their approval so long as they shall own any lot in this subdivision.

(10) 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 9, but no fencing to extend nearer to front street than the rear house line, or to the side than the house side line, of that particular residence, except decorative railing along walkways which must be submitted for approval along with plans and specifications.

(11) All plans, specifications and locations for the construction of a swimming pool must be submitted as set forth in Paragraph 9.

(12) 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.

(13) No residence shall have less than two (2) garages, which may be attached or built-in-garage. All driveways shall be poured concrete or asphalt and shall extend to the curb line of the street upon which the premises front, or to the curb line on the side street. All roofing shall be wood shingle or approved as outlined in Paragraph 9, and any other material due to pitch of roof must be submitted for approval. All residences shall have a masonry front or as outlined in Paragraph 9.

(a) Lots 173 thru 181, inclusive:

No residence of one story shall be erected having a ground floor area of less than 1800 square feet, which shall be exclusive of porches, garages and breezeways. No split-level residence shall be erected having a living area of less than 2000 square feet on the two main levels. No residence of two stories shall be erected having less than 1200 square feet on the ground level. No residence having the appearance from the front of a two story residence, including the foundation with the principal living area on the second floor, shall have less than 2000 square feet on the second floor or principal living area. Any dwelling with basement garage must have 2000 square feet on main living area.

(b) Lots 168 thru 172, inclusive:

No residence of one story shall be erected having a ground floor area of less than 1600 square feet, which shall be exclusive of porches, garages and breezeways. No split-level residence shall be erected having a living area of less than 1800 square feet on the two main levels. No residence of two stories, shall be erected having less than 1200 square feet on the ground level. No residence having the appearance from the front of a two story residence, including the foundation, with the principal living area on the second floor shall have less than 1800 square feet on the second floor of the principal living area. Any dwelling with basement residence must have 1800 square feet, on main living area.

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(20) Each of the restrictions and covenants and hereinafter set forth shall be binding on the present owner, its successors and assigns and all parties claiming by, through or under them shall be taken, so 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 tracts hereby restricted to enforce any of the restrictions and covenants herein set forth shall not waive such right to do so at any time hereafter.

(21) 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 27th day of January, 1970.

Thomas H. Shaw
 Secretary-Treasurer

LAND-VIEW DEVELOPERS, INC.
Thomas H. Shaw
 Thomas H. Shaw, President



STATE OF MISSOURI
 COUNTY OF JACKSON

On this 27th day of Jan., 1970 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 the 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 Naytown, Missouri, the day and year last above written.

Notary Public
 Notary Public, within and for said County and State

My Commission Expires:

My Commission Expires Sept. 29, 1971

(c) Lots 163 thru 167, inclusive:
 No residence of one story shall be erected having a ground floor area of less than 1000 square feet, which shall be exclusive of porches, carports, and breezeways. No split-level residence shall be erected having a living area of less than 1600 square feet on the two main levels. No residence of two stories, shall be erected having less than 1200 square feet on the ground level. No residence having the appearance from the front of a two story residence, including the foundation, with the principal living area on the second floor, shall have less than 1600 square feet on the second floor or principal living area. Any dwelling with basement garage must have 1600 square feet, on main living area.

(14) 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.

(15) 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 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 within 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, then 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 fifteen. No notice shall be required to be given to the PROPRIETORS wherein provided after the PROPRIETORS have sold the last lot owned by them in the subdivision, but such notice shall be given to the adjoining lot owners.

SECTION III SIGNS, BILLBOARDS AND MISCELLANEOUS PROVISIONS

(16) 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.

(17) No tanks for the 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 swimming pool must be in the residence or carport.

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

SECTION IV DURATION AND ENFORCEMENT

(19) 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.

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1999I 0099130

JACKSON COUNTY DEPARTMENT OF RECORDS
308 WEST KANSAS
INDEPENDENCE, MO 64050

RECORDER OF DEEDS DOCUMENT IDENTIFICATION & CERTIFICATION SHEET

TYPE OF INSTRUMENT PARTIAL PRINCIPALS IDENTIFIED FROM DOCUMENT FOR DOCUMENT TRACKING PURPOSES

REST RESTRICTIONS LTS 163 THRU 181 COUNTRY CLUB GARDENS

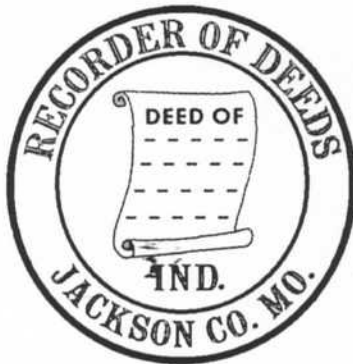
BRIEF PROPERTY DESCRIPTION: LTS 163-181 COUNTRY CLUB GARDENS

NOTE: Document information on this certification sheet is furnished as a convenience only, and in the case of any discrepancy between same and the attached instrument, the attached instrument governs. The Recorder's official Grantor/Grantee indices are created from the information contained in the actual instrument attached hereto.

STATE OF MISSOURI)
SS.
COUNTY OF JACKSON)

I, the undersigned Recorder of Deeds for said County and State, do hereby certify that the following and annexed instrument of writing, which consists of 7 pages (this page inclusive), was filed for record in my office on the 22 day of December, 1999, at 15:00:51 and is truly recorded as the document number shown at the top and/or bottom of this page.

In witness whereof I have hereunto set my hand and official seal the day, month and year aforesaid.



Fees:	
MO HOUSING TRUST FUND	\$3.00
HOMELESS FEE	\$3.00
RECORDING FEE	\$23.00
STATE USER FEE	\$4.00

Mary H. Murphy

Director of Records
Jackson County, MO

A. Garmon
Recording Deputy

Recording Fee: \$33.00
(Paid at time of Recording)

Return to:

ROBERT H MARKEY
901 MAIN ST
BLUE SPRINGS, MO 64015

Document Number / Book & Page:
1999I 0099130 (1 - 7)

PLEASE DO NOT REMOVE THIS PAGE FROM THE DOCUMENT

PRO 12/28/1999

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Amendment of DECLARATION OF RESTRICTIONS

WHEREAS, the following are a majority of the lot owners as provided in paragraph 19 of Declarations of Restrictions dated January 27, 1970 filed for record March 18, 1970, in the Office of the Recorder of Deeds for Jackson County, Missouri at Independence, as Document No. I - 57057 in Book _____ at page _____, restricting the land use of the following described real estate:

All of Lots 163 thru 181, COUNTRY CLUB GARDENS, Blue Springs, Jackson County, Missouri.

And said majority do amend the Restrictions as follows:

Section I, Use of Land, Paragraph (7) is changed and modified to read as follows:

- (7) No school buses, farm or industrial tractors, commercial trucks (excluding personal pickup trucks or vans as defined by the State of Missouri), boats, recreational vehicles, campers, or trailers shall be kept, parked, maintained, or stored in the open on the driveway, lot or on the street at the curb for more than twenty-four (24) hours at any one time, it being the intention of this paragraph that the permanent parking and storage of any of the vehicles described herein shall be done either, at a location off-site of the property subject to the Restrictions, or within the enclosed garages with closed doors which form a part of the residences.

Section II, Approval of Plans and Specifications of Improvements Permitted, Paragraphs (9) and (11) are hereby deleted in their entirety. Paragraphs (10) and (13) are hereby changed and modified to read as follows:

- (10) No fencing shall be permitted on any lot unless the same is yard fencing, and no fencing shall extend nearer to the front street than the rear house line of a residence, except decorative railing along a walkways.

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- (13) No residence shall have less than two (2) garages, which may be attached or built-in-garages. All driveways shall be poured concrete, asphalt, brick, cast concrete paving blocks or coated concrete and shall extend to the curb line of the street upon which the premises fronts, or to the property line on the side street. All roofing shall be wood shingle, laminated double layer composition shingle with a 40 year minimum warranty and of weathered wood color, or composite cement simulated wood shingle.

(a), (b) and (c) Remain unchanged and unmodified.

Section II, Approval of Plans and Specifications of Improvements Permitted, Paragraph (14) and (15) are hereby deleted in their entirety.

Section II, Approval of Plans and Specifications of Improvements Permitted, the following are inserted and shall become Paragraphs (14) and (15):

- (14) No radio or television Transmitting or receiving antenna or dish (excluding support) larger than a cube 2 feet by 2 feet by 2 feet (2' x 2' x 2') may be erected or maintained outside of any residence on any lot.
- (15) No solar apparatus or above ground swimming pools may be maintained or erected on any lot.

Section III, Signs, Billboards, and Miscellaneous Provisions, Paragraph (16) is hereby changed and modified to read as follows:

- (16) The construction or placing of signs, billboards or advertising structures of any kind is prohibited, except burglar alarm signs, and that one sign advertising the rental or sale of property is permitted, provided it does not exceed five (5) square feet in size and except that political signs not exceeding five (5) square feet in size, shall be allowed within seven (7) days prior to an election and for one (1) day after an election.

In all other respects, the covenants and restrictions contained within the Declaration as same exists as of this date, remain unchanged and unmodified.