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Lot 3
188-231

188-231
188-231

purposes, the undersigned, owners of described real property to-wit:
All of lots 184 to 231, inclusive, within City of Jackson, Jackson County,
Missouri,

for the purpose of securing orderly and uniform improvement of said property,
and for the purpose that the undersigned, their successors, assigns and future
assignees may or protect and assure that the above described lands shall be
used for such that residential purposes, and shall be conveyed subject to the
provisions, restrictions and covenants hereinafter set forth.

SECTION I
USE 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
to the lot lines than as indicated on this plat. The underground parking lot
shall be located on a residential lot. The front lot lines shall be defined as
the line of a permanent curb shall be projected on any lot. To determine front
lot lines, the street and road right-of-way will not be included on any lot
after a P. U. fire started before 4 P. M. will be extinguished by 4 P. M.

(4) No trailer, basement, porch, deck, screen, barn or other outbuildings
shall be used as a residence, storage or tool shed temporarily or
permanently, nor shall any residence of temporary character be permitted.
The use of a permanent type shall be projected on any lot. To determine front
lot lines, the street and road right-of-way will not be included on any lot
after a P. U. fire started before 4 P. M. will be extinguished by 4 P. M.

(5) The structure shall be raised on solid supports from another location, and no
excavation or residence shall be occupied until fully completed, and such dwelling
or structure 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, pro-
vided 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 a dwelling or residence
shall be submitted to the undersigned, or their representative, for their approval,
as hereinafter provided, and no such plans shall be put in force until the
approval of the undersigned, or their representative, shall be obtained.

(10) No fencing shall be permitted on any lot unless the same is of a type
and approved for all fencing must be obtained in the manner and method as set out
in Paragraph 3, but no fencing to extend nearer to front street than the rear house

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line, or to the side than the house side line, of that particular residence, ex-
cept as otherwise provided above, which shall be submitted for approval along
with the 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 and or shall be, constructed to serve the above premises. In other sanitary
provisions, septic tank or other device for sewage disposal shall be installed or
erected to remain on any lot.

(13) No residence shall have more than (a) garage, 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 principal living area
curb line on the side street. All porches shall be wood shingle or approved
is outlined in Paragraph 9, and any other material may be used if
submitted for approval. All residences shall have a customary front or as outlined
in Paragraph 9.

(a) Lots 184 thru 201, inclusive:
No residence of one story shall be erected having a ground floor
in residence of one story shall be erected having a ground floor
area of less than 1000 square feet, which shall be exclusive of
porches, garages and porches. In split-level residence shall
be erected having a living area of less than 1000 square feet on
the two main levels. No residence of two stories shall be
erected having less than 1000 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 1000 square feet on
the second floor of the principal living area. Any dwelling with
basement garage must have 1000 square feet on main living area.

(b) Lots 202 thru 211, 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, garages and porches. In split-level residence shall
be erected having a living area of less than 1000 square feet on
the two main levels. No residence of two stories shall be
erected having less than 1000 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 1000 square feet
on the second floor of principal living area. Any dwelling with
basement garage must have 1000 square feet on main living area.

(c) Lots 212 thru 231, 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, garages, and porches. In split-level residence shall
be erected having a living area of less than 1000 square feet on
the two main levels. No residence of two stories shall be
erected having less than 1000 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 1000 square feet
on the second floor of principal living area. Any dwelling with
basement garage must have 1000 square feet on main living area.

(14) The undersigned owners and 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 undersigned and the owners of the lots to be sold
on the day of the sale, and any of the lots shall have the first
right to purchase the same. The notice shall be given to the owners
of the lots to be sold on such date within fifteen days of the date of the
offer to sell the same, and the purchase price shall be deposited for
the proposed sale of said lots. Such notice shall be personally served if service

to be made on the subdivision. If any person entitled to operate should be liable on the subdivision action shall be held to such person at the last known address. Absence of the person shall be notice to such person at the last known address to operate a power saw, 1934-1935 season hereafter. If such notice is not given to be given to the person or persons provided after the subdivision have been laid out for use for the subdivision, but such notices shall be given to the adjoining lot owners.

SECTION III SPECIFIC PROVISIONS AND RESTRICTIONS

(1) The construction or placing of stone, masonry or a partition structure or wall shall be prohibited except that one (1) stone or masonry wall for the purpose of a driveway or a porch, provided it does not exceed five (5) feet in height, and further that it is provided as a part of a driveway or porch or a partition wall shall be prohibited.

(2) No tanks for the storage of oil or other fluids or gas in violation of any law may be constructed on any portion of the premises except the surface of the ground. Cylindrical tanks for oil or gas shall be in the residence or garage.

(3) No trees, shrubs or other refuse shall be thrown or dumped upon any undeveloped portions of said land.

SECTION IV VIOLATIONS AND ENFORCEMENT

(1) 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, 1935, at which time the said covenants shall be automatically extended for successive periods of ten (10) years, unless the two 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.

(2) Each of the restrictions and covenants and herein set forth shall run with the land and bind the present owners, their successors and assigns and all parties who may own, occupy or use the land 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. Failure of the owners of said premises heretofore restricted to enforce any of the restrictions and covenants herein set forth shall not waive such right to do so at any time hereafter.

(3) Invalidation of any one or more of the provisions, reservations, restrictions and covenants herein complained, and any amendments hereto, by court order or judgment, shall in no wise affect any of the other provisions, reservations, restrictions and covenants herein.

WITNESSES WHEREOF, the owners have signed this instrument this 30th day of July, 1931.

Harold E. Stafford
James H. Shaw
James H. Shaw
James H. Shaw



IN THIS COUNTY OF MISSOURI, I have personally subscribed my name and affixed the public, personally appeared James H. Shaw and James H. Shaw, his wife, to me separately known, and acknowledged that they executed the foregoing instrument as their free act and deed.
 Witness my hand and seal of office on the day and year above written.
 Harold E. Stafford, Notary Public
 Commission Expires December 10, 1934



IN THIS COUNTY OF MISSOURI, I have personally subscribed my name and affixed the public, personally appeared Harold E. Stafford, Notary Public, to me separately known, and acknowledged that they executed the foregoing instrument as their free act and deed.
 Witness my hand and seal of office on the day and year above written.
 Harold E. Stafford, Notary Public
 Commission Expires December 10, 1934

COPY 1/2



1999I 0099128

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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 188 THRU 231 COUNTRY CLUB GARDENS

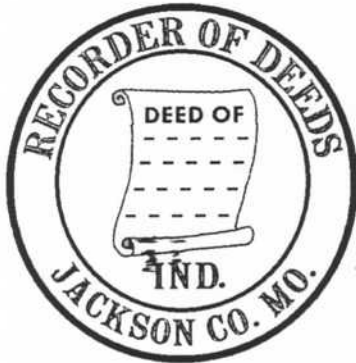
BRIEF PROPERTY DESCRIPTION: LTS 188 -231

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 15 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 \$47.00
STATE USER FEE \$4.00

Mary H. Murphy

Director of Records
Jackson County, MO

A. Garmon
Recording Deputy

Recording Fee: \$57.00
(Paid at time of Recording)

Return to:

ROBERT H MARKEY
901 MAIN ST
BLUE SPRINGS, MO 64015

Document Number / Book & Page:
1999I 0099128 (1 - 15)

PLEASE DO NOT REMOVE THIS PAGE FROM THE DOCUMENT

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 July 20, 1971, filed for record July 22, 1971, in the Office of the Recorder of Deeds for Jackson County, Missouri at Independence, as Document No. I - 91567 in Book _____ at page _____, restricting the land use of the following described real estate:

All of Lots 188 thru 231, 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.

(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.