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1 Side Dist

RESTRICTIONS

COUNTRY CLUB GARDENS
Lots 309 through 335

WHEREAS, Palero, Inc. the owner of described real property to-wit:

All of Lots 309 through 315, inclusive,
Lots 317 through 319, inclusive,
Lots 321 through 330, inclusive,
Lots 332 through 335, inclusive, Country Club Gardens;

309-315 332-335
317-319
321-330

WHEREAS, Daniel E. Markt and Lorraine E. Markt, husband and wife, the owners of described real property to-wit:

Lot 316, Country Club Gardens;

316

WHEREAS, Gerald C. Cross and Donna K. Cross, husband and wife, the owners of described real property to-wit:

Lot 320, Country Club Gardens;

320

WHEREAS, Dayrel Lee Walker and Sandra Jo Walker, his wife, the owners of described real property to-wit:

Lot 331, Country Club Gardens

331

all being in 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 1 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 side lot lines than as indicated on the plat. Palero, Inc., reserves 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.

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- (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. No permanent type trash burner shall be erected and trash burning will not be permitted.
- (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 9 months after the first earth excavation is started. All yards, front, side and rear must be either sodded or sprinkled 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 on any resident's 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 thirty-six (36) 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 the said Palero, Inc. for their approval so long as there shall be construction on any lot in the 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 may 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 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 the main residence roof must have a minimum of one quarter (1/4) pitch. All residences shall have a masonry front or as outlined in Paragraph 9.
- (14) No residence of one story shall be erected having a ground floor area of less than 1400 square feet except on lots 309, 310, 324, 325, 326, 327, 334, and 335, which may have a residence of 1200 square feet, all exclusive of porches, garages and breezeways, and no split level residence shall be erected having a living area of less than 1200 square feet on the two main levels. No residence of two stories, or one and one-half stories, shall be erected having less than 1940 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 1200 square feet on the second floor or principal living area. No residence having a basement garage shall have a living space of less than 1200 square feet on the first floor. If the style and type of houses change during the period covered by these restrictions the foregoing square footage requirements relative to type of residences may be modified by the architectural control committee as provided for in Item 3 hereof. All driveways shall be poured concrete or asphalt, and shall extend to the curb lines of the street upon which the premises fronts, or to the curb line of the side street.

Section III SIGNS, BILL BOARDS 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 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 garage.

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- (17) No trash, ash 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 solely restricted to enforce any of the restrictions and covenants herein set forth shall not waive such right and so at anytime thereafter.
- (20) Invalidation of any one or more of the provisions, reservations, restrictions and covenants herein contained, and any amendments hereto, by court order of 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 23rd day of March, 1912.

PALCO, INC.

Ceoil Cross
President

William D. Palmer
Secretary-Treasurer