

R1/R2

Lots: 418-481

797916

DECLARATION OF RESTRICTIONS
COUNTRY CLUB GARDENS

Whereas, Prestige Development, Inc., Blue Springs, Missouri, the owner of the following described real property, to-wit: 02-11221
All of lots 418 to 481 (inclusive,) of Country Club Gardens, a subdivision in Eastern Jackson County, City of Blue Springs, 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 are held and shall be conveyed subject to the reservations, restrictions and covenants hereinafter set forth.

SECTION I

USE OF LAND

one (1) family dwelling.
1. The above lands, may be improved, used or occupied for one private residence on each lot, and no flat or apartment house though intended for residential purposes may be erected thereon, unless a specific approval and exception is granted through Prestige Development, Inc..

2. All improvements designed for occupancy by a single family shall not be more than two (2) stories, except that split-level construction 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. Prestige Development, 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 to front building set back line.

4. No trailers, basement, tent, shack, garage, barn or other out-buildings shall at any time be used as a residence, temporarily or permanently, nor shall any residence of temporary character be permitted. ~~No permanent-type tent, burner shall be erected and shall burn for more than 30 days.~~

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SECTION I

USE OF LAND (Cont.)

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. If any excavation is started on any lot, and the residence or structure is not completed within six (6) months, the Prestige Development, Inc., reserves the right to demolish and fill up the excavation and regrade the lot and to file a lien against the said property for all of the cost and charges including attorney fees.

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

IMPROVEMENTS PERMITTED

9. All plans and specifications for the construction of dwelling or residence shall be submitted to Prestige Development, Inc., for their approval so long as they shall own any lot in this subdivision. A copy of the plot plan shall be filed with Prestige Development, Inc.

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.

This plat originally had 63 lots. As finally built it has only 59 lots.

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SECTION II

IMPROVEMENTS PERMITTED (Cont.)

FIRST TIER LOTS

13. All lots adjacent to, and or borders on the golf course property, are considered as first tier lots. No residence having only one story shall be erected having an area of less than 1600 square feet. No split-level, bi-level, tri-level or two story residence shall be erected having a living area of less than 1400 square feet on the main level.

The above square footage is exclusive of basement recreational rooms, porches, garages and breezeways...

SECOND TIER LOTS

Lots across the street and or adjacent to lots bordering the golf course shall be considered second tier lots. No residence having only one story shall be erected having a ground floor area of less than 1400 square feet. No split-level, bi-level, tri-level or two story shall be erected having a living area of less than 1200 square feet on the main level.

The above square footage is exclusive of basement recreational rooms, porches, garages and breezeways.

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 the curb line on the side street. All roofing shall be approved as outlined in Paragraph 9, and the main resident roof must have a minimum of one quarter (1/4) pitch.

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.

SECTION II

IMPROVEMENTS PERMITTED (Cont.)

15. No sale of said lots shall be consummated without giving at least fifteen (15) days written notice to PROPRIETORS and the owners of the two (2) 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 (15) days, by giving notice to the sellers of their intentions, providing, they complete the purchase within the fifteen (15) 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 (15) fifteen. No notice shall be required to be given to PROPRIETORS as herein provided after the PROPRIETORS have 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

16. The construction of 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.

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 lands 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.

SECTION IV
DURATION AND ENFORCEMENT (Cont.)

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

On this 23rd day of September, 1971 before me, appeared C. R. Smith, to me personally known, who being by me duly sworn, did say that he is the President of PRESTIGE DEVELOPMENT, 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 C. R. Smith 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 notarial seal in my office in Independence, Missouri, the day and year last above written.



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20. 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 to do so there-
after.

21. Invalidation of any one or more of the provisions, reservations, restrictions and covenants herein contained, and any amendments hereto, by court order or judgement, shall in no wise affect any of the other provisions, reservations, restrictions and covenants herein.

IN WITNESS WHEREOF, the said parties have hereunto set their hand and seal this 23rd day of September, 1971.

PRESTIGE DEVELOPMENT, INC.
BLUE SPRINGS, MISSOURI

C. R. Smith
President

W. J. Evans, Secy. & Treas.

MO-11/18/1999

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 September 23, 1971, filed for record September 28, 1971, in the Office of the Recorder of Deeds for Jackson County, Missouri at Independence, as Document No. 1 - 97916 in Book _____ at page _____, restricting the land use of the following described real estate:

All of Lots 418 thru 481, COUNTRY CLUB GARDENS, Blue Springs, Jackson County, Missouri.

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, 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:

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- (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) FIRST TIER LOTS
All lots adjacent.....

SECOND TIER LOTS

Lots across the street.....

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The last paragraph is deleted and replaced by:

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.

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

Section II, 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, 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.