

JUL 2 0 1993

DECLARATION OF COVENANTS AND RESTRICTIONS

THIS DECLARATION, made this 15th day of June, 1993, by Donald H. Fletcher, Trustee under Declaration of Trust dated February 12, 1991, for the benefit of Donald H. Fletcher and others and to his successors in office, 10022 East 79th, Raytown, MO 64138, and Mildred Fletcher, wife of the Trustee and Grantor of said Trust and also wife of the owner as herein defined, hereafter called "Developer".

RECITALS

Developer is the owner of the real property described in Article II of this declaration and desires to create thereon a residential community of high quality and, to this end, desires to subject the real property described in Article II to the covenants, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit (1) of said Properties, (2) the owners of Lots 1 through 29, inclusive of Harborview, a subdivision in the City of Smithville, Missouri, and (3) Lots 1 through 10, inclusive of Harborview Second Plat, a subdivision in the City of Smithville, Missouri, and each such owner thereof, and shall apply to and bind the successors in interest and any such owner thereof.

NOW, THEREFORE, the Developer declares that the real property described is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges

F:\WORD\LITTLETO\HARBORVI.1DE

and liens (sometimes referred to as "Covenants and Restrictions:") hereinafter set forth.

ARTICLE I

DEFINITIONS

Section 1. The following words when used in this Declaration (unless the context shall prohibit) shall have the following meanings:

(a) "Developer" shall mean and refer to Donald H. Fletcher, Trustee under Declaration of Trust dated February 12, 1991, for the benefit of Donald H. Fletcher and others and to his successors in office, and Mildred Fletcher, wife of the Trustee and Grantor of said Trust and also wife of the owner as herein defined, and their successors, and assigns.

(b) "Properties" shall mean and refer to the property described in Article II.

(c) "Lot" shall mean and refer to any numbered Lot shown upon the subdivision map of the Properties attached hereto, and designated as Exhibit "C".

(d) "Owner" as hereafter used when in the upper case, shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot situated upon The Properties.

(e) "above ground" shall mean that at least three sides of a residence shall be above any ground or material that is in contact with the structure of the residence.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION

Section 1. The real property which is, and shall be, held and shall be conveyed, transferred and sold subject to the conditions, restrictions, covenants, reservations, easements, liens and charges with respect to the various portions thereof set forth in the various clauses and subdivisions of this Declaration is located in Clay County, Missouri, and is more particularly described as follows, to-wit:

The Southwest Quarter of Section 12, Township 53, Range 33, in the City of Smithville, County of Clay, and State of Missouri, except Lots 1 through 29, inclusive Harborview, and Lots 1 through 10, inclusive, Harborview Second Plat, and Lot 1, Harborview, Phase III, all recorded plats in the City of Smithville, Missouri, and also subject to easements, restrictions and reservations of record, if any.

ARTICLE III

GENERAL PURPOSES

The Properties are subjected to the covenants, restrictions, conditions, reservations, liens and charges hereby declared; to insure the best use and the most appropriate development and improvement of each building site thereof; to protect the Owners, the owners of lots in Harborview, Harborview Second Plat, and Harborview Phase III against such improper use of surrounding building sites as will depreciate the value of their property; to preserve, so far as practicable, the natural beauty of said property; to guard against the erection thereon of poorly designed or proportioned structures, and structures built of improper or unsuitable materials; to obtain harmonious color schemes; to insure

BOOK 2250 PAGE 90

the highest and best development of said property; to encourage and secure the erection of attractive homes thereon, with appropriate locations thereof on building sites; to secure and maintain proper set-backs from streets, and adequate free spaces between structures; and in general to provide adequately for a high type and quality of improvement of Harborview and thereby to enhance the values of investments made by purchasers of building sites therein.

ARTICLE IV

GENERAL LAND USE

The Properties shall be used for single family residences only on the following Lots shown on Exhibit "C", attached hereto and shall be subject to all of the Covenants and Restrictions herein contained.

The Lots requiring single family residences only are:

- Lots numbered 1 through 46 inclusive, 64 through 68 inclusive, all in Phase 3;
- Lots numbered 1 through 8 inclusive, all in Phase 4;
- Lots numbered 1 through 57 inclusive, all in Phase 5;
- Lots numbered 1 through 53 inclusive, all in Phase 6;
- Lots numbered 1 through 60 inclusive, all in Phase 7;
- Lots numbered 1 through 50 inclusive, all in Phase 8;
- Lots Numbered 1 through 20 inclusive, all in Phase 9.

ARTICLE V
USE RESTRICTIONS

All of the properties shall be subject to the following use restrictions:

03.11.20 11:35:55
 2250 PAGE# 87
 CLAY COUNTY RECORDS
 By Margaret Davis
 Deputy

Section 1. Applicability of Use Restrictions: If only some of the Lots are affected by these Use Restrictions a designation of those particular lots shall be made. If the Use Restrictions apply to all lots described in Article V, the words "Any of the Lots" shall be used to denote the affirmative and "None of the Lots" shall be used to denote the negative. Any other method may be used to designate the applicability of these Use Restrictions to all of the Lots.

Section 2. Height Limitations: Any residence or duplex erected on any of the Lots shall not be more than two (2) stories nor less than one story in height above ground.

Section 3. Minimum Size Requirement:

a. On Lots numbered 1, 6 through 9 inclusive, and Lot 68, all in Phase 3;

Lots numbered 19 through 33 inclusive, all in Phase 5; shall consist of a single family residence, and if any such residence has only a single level above ground, such residence shall have a minimum of one thousand six hundred (1,600) square feet of enclosed floor area; and if any such residence has of two levels above ground, such residence shall consist of a minimum of one thousand (1,000) square feet of enclosed floor area on the first level above ground and eight hundred (800) square feet of enclosed floor area on the second level above ground.

b. On Lots numbered 2 through 5 inclusive, Lots numbered 10 through 15 inclusive, 64 through 67 inclusive, all in Phase 3; Lots numbered 1 through 3 inclusive, all in Phase 4;

92
PAGE
BOOK 2250

Lots numbered 4 through 8 inclusive, all in Phase 4;

Lots numbered 34 through 57 inclusive, all in Phase 5;

shall consist of a single family residence, if any such residence has only a single level above ground, such residence shall have a minimum of one thousand two hundred (1,200) square feet of enclosed floor area above ground, and if any such residence has more than one level, such residence shall have a minimum of one thousand four hundred (1,400) square feet of enclosed floor area.

c. On Lots numbered 16 through 46 inclusive, all in Phase 3;

Lots numbered 1 through 18 inclusive, all in Phase 5;

Lots numbered 1 through 53 inclusive, all in Phase 6;

Lots numbered 1 through 60 inclusive, all in Phase 7;

Lots numbered 1 through 50 inclusive, all in Phase 8;

Lots Numbered 1 through 20 inclusive, all in Phase 9;

shall consist of a single family residence and such residence shall have a minimum of one thousand (1,000) square feet of enclosed floor area.

(d) On Lots numbered 47 through 63 inclusive, Phase 3, and 9 through 17 inclusive, Phase 4, duplexes shall be constructed with a minimum of nine hundred (900) square feet on each side (for a total of one thousand eight hundred (1,800) square feet, of such duplex of enclosed floor area above ground.

e. The words "enclosed floor area" as used herein shall mean and include areas of the residence enclosed and finished for

93
PAGE
BOOK 2250

all year occupancy, computed on outside measurements of the residence, and shall not mean or include any patio areas, basements, garages, carports, porches or attics.

Section 5. Building Lines: No part of any residence shall be located on any Lot nearer to the front street or the side street than is the front building line or the side building line shown on the attached preliminary plat. All residences shall front on the street or cul-de-sac on which they are located.

Section 6. Uncompleted Structures: No residence shall be permitted to stand with its exterior in an unfinished condition for longer than five (5) months after commencement of construction. In the event of fire, windstorm, or other damage, no building shall be permitted to remain in a damaged condition longer than one (1) month. No residence shall be occupied until the exterior shall have been completed, nor until the landscaping shall have been completed.

Section 7. Garages and Driveways:

- (a) All Lots designated for single family residences shall have an attached or basement private garage for not less than two (2) cars.
- (b) All Lots designated for duplexes shall have an attached or basement private garage for at least one (1) car.
- (c) the driveway on each Lot shall contain sufficient paved area for the off street parking of at least two cars, and
- (d) All garages facing any street must be equipped with doors which shall be kept closed as much as practicable to preserve

the appearance of the elevation of the house fronting on the street.

Section 8. Lot Area and Width: No residential structure shall be erected on any building Lot, which Lot has a minimum lot width and size less than that shown on the attached plat, Exhibit "C". No Lot shall be subdivided. No residential structure shall be any closer to the side of the Lot than ten per cent (10%) of the width of the front setback line.

Section 9. Easements: Easements for installation and maintenance of utilities and drainage facilities are reserved by Developer as shown on the attached plat, Exhibit "C", of said land. Such easements shall include the right of ingress and egress for construction and maintenance purposes. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements on it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

Section 10. Nuisances: No noxious or offensive activity shall be carried on upon any portion of the Properties, nor shall anything be done thereon that may be or become a nuisance or annoyance to the neighborhood. No exterior lighting shall be

directed outside the boundaries of a Lot or other parcel, unless authorized by the Developer.

Section 11. Temporary Structures: No structures of a temporary character, trailer, a basement alone, tent, shack, garage, barn or other out buildings shall be erected or maintained on any Lot.

Section 12. Signs: No signs of any kind except as permitted in this Section 12 shall be displayed to the public view on any Lot. A sign of not more than thirty-two square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period is permitted.

Section 13. Livestock: 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, they are not kept, bred or maintained for any commercial purposes.

Section 14. Garbage and Refuse: No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be kept in sanitary containers, in a clean and sanitary condition and housed and screened.

Section 15. Parking of Motor Vehicles, Boats and Trailers: No trucks or commercial vehicles, boats or other similar water-borne vehicles, house trailers under repair, boat trailers, trailers of any other description, camper or camping units shall be permitted to be parked or to be stored on any Lot unless they are parked or stored in an enclosed garage, except only during period

of construction or major repair of a residence. This prohibition of parking shall not apply to temporary parking of trucks and commercial vehicles, such as for pickup, delivery and other commercial services.

BOOK 2250 PAGE 96

Section 16. Antennas and Towers: No antenna or tower for the purpose of radio or TV operation, no solar panel, no windmills or TV dish shall be erected upon any Lot.

Section 17. Utilities: Water, gas, lights, telephone and other utilities shall be located underground on each residential Lot.

Section 18. New Construction: All residences and other buildings permitted hereby on residential lots shall be initially new construction. No building shall be moved onto any of such lots. All construction must begin no later than 60 days after closing on sale of such Lot.

Section 19. No Commercial Activities: No commercial activities of any kind shall be conducted on any Lot, but nothing herein shall prohibit the carrying on of promotional activities by the Developer.

Section 20. Construction Requirements: All windows are to be (a) of glass and wooden frames or (b) of glass and wood and vinyl frames on Lots numbered 1, 6 through 9 inclusive, 67 through 68 inclusive, all in Phase 3; Lots numbered 19 through 33 inclusive, all in Phase 5.

BOOK 2250 PAGE 97

Section 21. Fences: No front yards are to be fenced. Rear and side fences are to be of wood construction and must be approved by the Developer.

Section 22. Additional Structures: There shall be no more than one structure on any of the Lots and none of the Lots shall have any outbuildings or sheds.

ARTICLE VI

GENERAL PROVISIONS

Section 1. Enforcement: Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any Covenant or Restriction and/or against the land to enforce compliance with such Covenants and Restrictions, either (1) to restrain a violation or enforce compliance with the Covenants or Restrictions (by use of an injunction, either mandatory or prohibitory in nature) or (2) to recover damages. Any Owner and the land shall be liable for the costs, including reasonable attorneys fees, incurred by any person or entity entitled to have these Covenants and Restrictions enforced in obtaining such enforcement and all such costs shall be a lien on the land owned by or attributed to the land involving such violation or attempted violation. Any such action may be initiated by the Developer, Owner, or any owner of Lots 1 through 29, Harborview, inclusive, a subdivision in the City of Smithville, Missouri; or any owner of Lots 1 through 10, inclusive, Harborview Second Plat, a subdivision in the City of Smithville, Missouri. Failure of the Developer or

any Owner or any owner of a Lot in Harborview, a subdivision in the City of Smithville, Missouri, and any owner of a Lot in Harborview Second Plat, a subdivision in the City of Smithville, Missouri) to enforce any Covenant or Restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. No rights created herein shall, by implication or otherwise, be deemed to supersede or avoid the necessity to comply with governmental regulations, statutes and ordinances or other legal obligations.

Section 2. Severability: Invalidation of any of these Covenants or Restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Duration; Amendment: the Covenants and Restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Developer, or the Owner of any Lot subject to this Declaration, or the owner of any lot, Lots 1 through 29 inclusive, in Harborview, a subdivision in the City of Smithville, Missouri, the owner of any lot, Lots 1 through 10 inclusive, Harborview Second Plat, a subdivision in the City of Smithville, Missouri, their respective legal representatives, heirs, successors and assigns, for a term of twenty (20) years from the date this Declaration is recorded, after which time said Covenants shall automatically be extended for successive periods of ten (10) years. The covenants and restrictions of this Declaration may be amended during the first twenty (20) year period by an instrument signed by the owners of

BOOK 2250 PAGE 99

not less than ninety per cent (90%) of all of the following: (1) of the Lots which are subject to the Covenants and Restrictions of this Declaration, (2) the owners of Lots 1 through 29 inclusive, in Harborview, a subdivision in the City of Smithville, Missouri, and (3) the owners of Lots 1 through 10 inclusive, Harborview Second Plat, a subdivision in the City of Smithville, Missouri, and thereafter by an instrument signed by such owners of not less than seventy-five per cent (75%) of the said lots. Any amendment must be properly recorded with the Recorder of Deeds of Clay County, Missouri.

Section 4. Transferability: The Developer reserves the right, but is not obligated, to create and establish a homes association and to transfer and assign to it all of the functions of the Developer according to the provisions of this Declaration, in which event the Owners of the Properties shall then be bound to the association as they are to the Developer.

IN WITNESS WHEREOF, the undersigned, being the Developer herein, has hereunto set his hand and seal on the day and year first above written.

Donald H. Fletcher, Trustee Under
Declaration of Trust dated
2-12-91 for the Benefit of Donald
H. Fletcher and others and to his
successors in office

Date: 6-15-93

Date: 6-15-93

By: Donald H. Fletcher
Donald H. Fletcher
Mildred Fletcher
Mildred Fletcher

Clay County, Missouri
Unofficial Document

STATE OF MISSOURI)
COUNTY OF Clay) ss.

On this 15th day of June, 1993, before me personally appeared Donald H. Fletcher, Trustee under Declaration of Trust dated February 12, 1991, and Mildred Fletcher, wife of the Trustee and Grantor of said Trust, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in said County, the day and year first above written.

Diana J. Aylett
Notary Public

My Commission Expires:

March 27, 1996

BOOK 2250 PAGE 100

Prepared By:
AYLETT SURVEY COMPANY
 SURVEYORS AND ENGINEERS
 207 NE 72ND STREET
 GLADSTONE, MISSOURI 64118
 (816) 436-0732

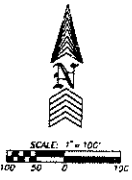
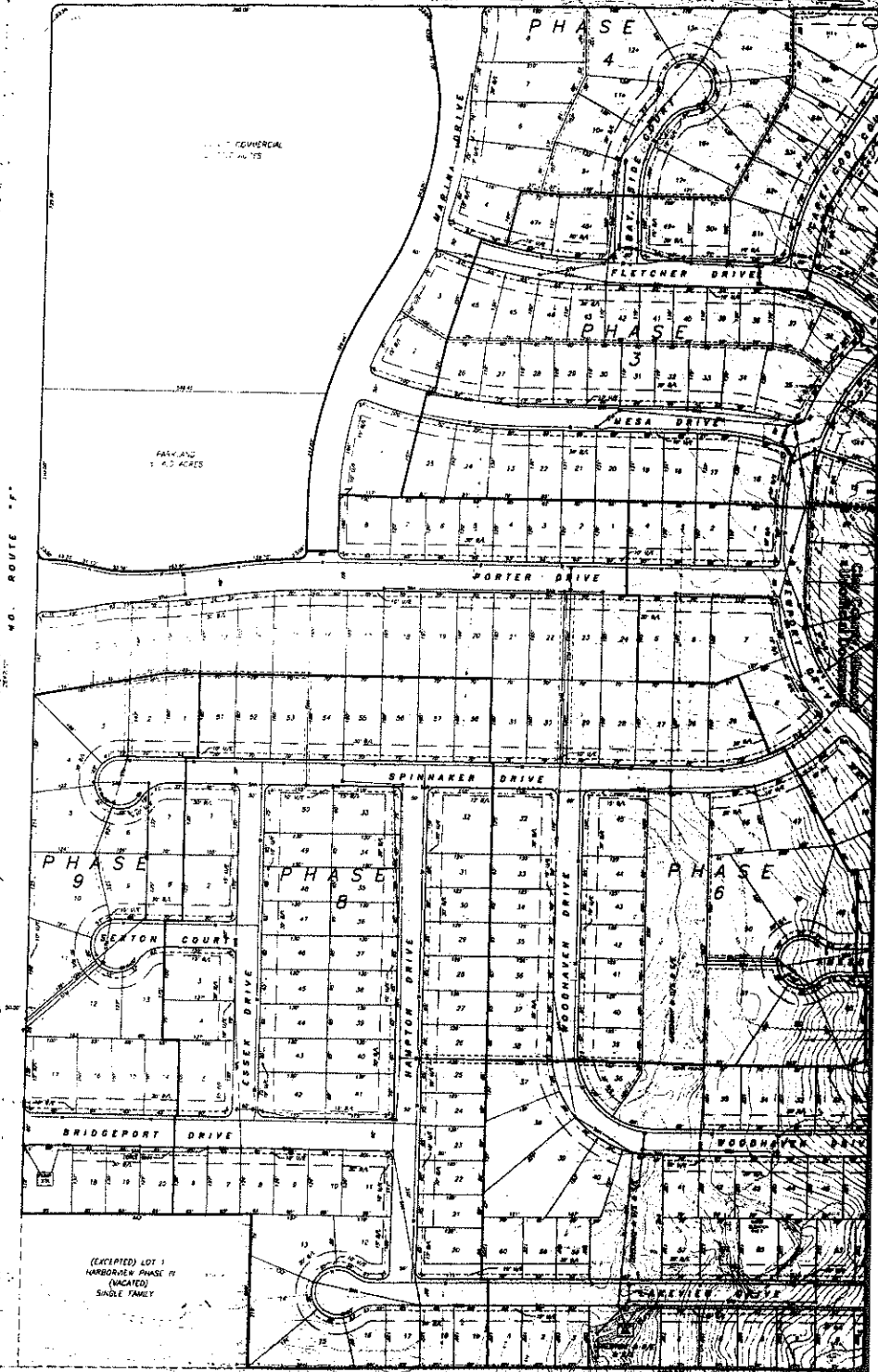
PRELIMINARY
HARBOR
 AN AMENDMENT TO THE PREVIOUS

map 2250 rec 101

NE CORNER SW 1/4
 SEC. 12-53-33

N. LINE SW 1/4 SEC. 12-53-33

MO. ROUTE 12



- DVE - DRAINAGE EAST/WEST
- S/E - SHADY SEWER EAST/WEST
- SW - SHADY WATER
- ST - STORM SEWER
- W - WATER
- AD - ADJUSTED

DENOTES GREENWAY



SW CORNER SW 1/4
 SEC. 12-53-33

UNPLATTED
 U.S. GOVERNMENT

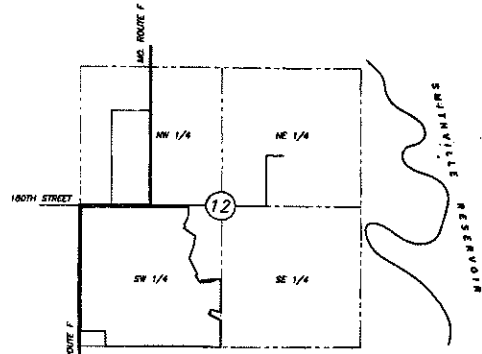
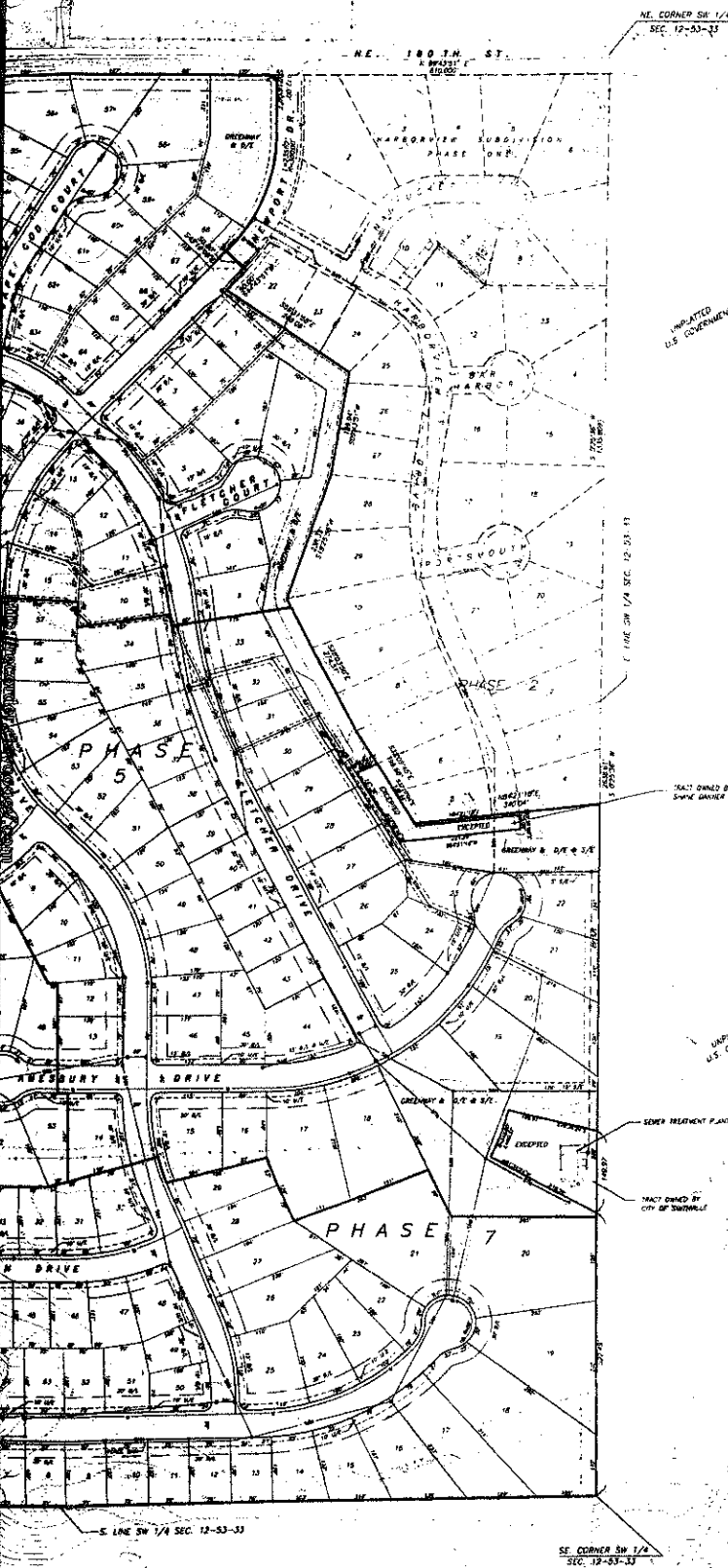
Prepared For:
CRAIG PORTER
 P.O. BOX 136
 KEARNEY, MO 64060

Project No.
 Section 1

http://www.aylett.com

INARY PLAT ORVIEW PREVIOUSLY APPROVED P.U.D. PLAN

610-2250 REV. 102



LOCATION MAP
SECTION 12-53-33
NOT TO SCALE

DESCRIPTION:
All of the Southwest Quarter of Section 12, Township 53, Range 33 in the City of Smithville, Clay County, Missouri; EXCEPT that part in HARBORVIEW SUBDIVISION PHASE 4 or subdivision of land in the City of Smithville, Clay County, Missouri; EXCEPT that part in HARBORVIEW SUBDIVISION PHASE 6, a subdivision of land in the City of Smithville, Clay County, Missouri; EXCEPT Lot 1, HARBORVIEW PHASE 8, a subdivision of land in the City of Smithville, Clay County, Missouri; and EXCEPT that part in roadways.

ALSO:
EXCEPT A tract of land in the Southwest Quarter of the Southwest Quarter of Section 12, Township 53 north of the base line, Range 33 West of the Fifth Principal Meridian, Smithville, Clay County, Missouri; described as follows: Beginning at a point on the East line of said Southwest Quarter that is North 0 degrees 25 minutes 36 seconds East, 527.40 feet from the South Quarter corner of said Section 12; thence from said point of beginning, North 81 degrees 34 minutes 21 seconds West, 215.63 feet to a point on a curve to the left (postage) with a radius of 345.00 feet and with a chord that bears North 20 degrees 35 minutes 33 seconds East, thence along said curve through a center angle of 15 degrees 00 minutes 00 seconds, 90.32 feet; thence South 79 degrees 34 minutes 24 seconds East, 186.81 feet to the East line of said Southwest Quarter; thence South 0 degrees 25 minutes 36 seconds West, 148.97 feet along said East line to the point of beginning.

ALSO:
EXCEPT A tract of land in the Southwest Quarter of Section 12, Township 53, Range 33 in the City of Smithville, Clay County, Missouri, being bounded and described as follows: Commencing at the Northwest corner of said Southwest Quarter of Section 12, Township 53, Range 33, thence South 0 degrees 25 minutes 36 seconds West, along the East line of said Southwest Quarter, 1375.83 feet; thence South 84 degrees 21 minutes 16 seconds West, 147.00 feet to the true point of beginning of the tract to be herein described; thence South 0 degrees 33 minutes 44 seconds East, 25.00 feet; thence South 84 degrees 21 minutes 16 seconds West, 227.25 feet; thence North 32 degrees 00 minutes 46 seconds West, 147.33 feet; thence North 56 degrees 03 minutes 41 seconds East, 40.00 feet to the Northwest corner of Lot 6, HARBORVIEW SUBDIVISION (PHASE TWO), a subdivision of land in the City of Smithville, Clay County, Missouri, according to the recorded plat thereof; thence South 32 degrees 09 minutes 46 seconds East, along the West line of said HARBORVIEW SUBDIVISION and its Survey's prolongation thereof, 123.47 feet; thence North 81 degrees 21 minutes 15 seconds East, 185.55 feet to the true point of beginning.

GENERAL PROVISIONS

1. Net Area 4,560,444 square feet or 104.8 Acres, more or less. (Note: Net area does not include land dedicated or necessary to be dedicated for public street right of way. If more than one parcel is approved, designate net area by parcel as well as total net area.)
2. Density shall not exceed 4 dwelling units per acre or a total of 385 dwelling units for the entire plan. For parcels or lots of the plan that exceed a density of 4 units per acre for the individual parcel by more than 20%.
3. Building coverage shall not exceed 30% of the net area of the Planned Unit Development by individual parcel or total development.
4. A minimum of 10% of the development plan shall be provided for common open space, as defined by this regulation.
5. Per City Regulation.
6. As follows:
Phase 3 - 1992
Phase 4 - 1998
Phase 5 - 1999
Phase 6 - 2002
Phase 7 - 2005
Phase 8 - 2008
Phase 9 - 2011
7. Not Applicable
8. Not Applicable

PHASE	NO. OF LOTS	ACREAGE	R/W AC.	GREENWAY AC.	TOTAL AC.
3	68	16.3	4.2	1.4	21.9
4	17	6.2	1.8	0.0	8.0
5	57	17.8	4.0	2.6	24.4
6	53	12.3	4.6	1.4	18.3
7	60	17.6	3.3	1.5	22.4
8	58	13.4	3.7	0.0	17.1
9	20	5.6	0.9	0.3	6.8
COMMERCIAL	1	11.7	-	-	11.7
PARKLAND	-	4.0	-	-	4.0
TOTAL	334	104.9	22.5	7.2	134.6

DATE: JUNE 16, 1993

EXHIBIT C DRAFT