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GLORIA BOYER, PLATTE CO. RECORDER

*Gloria Boyer*  
*Recorder*



DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
EMBASSY PARK 13th Plat

THIS DECLARATION, made on the date hereinafter set forth by ~~Peterson Development~~ Company, Inc., hereinafter referred to as "Declarant".

WITNESSETH:

Declarant is the owner of certain property in Kansas City, County of Platte, State of Missouri, which is more particularly described as: \* Grantor  
\*\* Embassy Park 13th Plat, a subdivision of land into lots, in Platte County, Kansas City, Missouri. \*\* Grantee

WHEREAS, Declarant desires to subject the property described herein to the following conditions and restrictions for the benefit of said property and its present and subsequent owners.

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I  
DEFINITIONS

Section 1. "Declarant" shall mean and refer to Peterson Development Company, Inc., and any successors and assigns acquiring more than one unimproved lot from the Declarant for the purpose of development and sale. Peterson Development Company, Inc. may assign any or all of its rights and privileges to one or more parties, including but not limited to builders and other developers, and may grant multiple assignments simultaneously or at different times. Notwithstanding the foregoing, none of the rights of Peterson Development Company, Inc., created by these restrictions shall be deemed transferred to any party without an expressed written assignment of such rights by said Declarant.

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Article I Continued

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entitles, of a fee simple title to any lot which is a part of the properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Association" shall mean and refer to the Embassy Park Home Owners Association, Inc., its successors and assigns.

Section 4. "Board" shall mean and refer to the elected individuals from the Embassy Park Home Owners Association, Inc., as provided for in the Association By-Laws and who individually and collectively represent the Association at large.

Section 5. "Architectural Control Committee", "ACC" shall mean and refer to individuals appointed by the Declarant or the Association Board for the purpose of review and approval of plans and review and approval of requests for allowed variances to the Covenants, Conditions and Restrictions that are subject to approval as set forth specifically in Article VII Restrictions, and as may be applicable in any other Article herein.

Section 6. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision survey of the Properties with the exception of the Common Area, private open space, parkland, cemeteries or street right-of-way.

Section 7. "Residence or Residential Structure" shall mean and refer to all improvements made on a lot collectively for the purpose of providing enclosed living space occupied by the owner.

Section 8. "Common Area" shall mean and refer to all land within the recorded plat and not designated as a lot, a City-owned and maintained Park, or Public Street Right-of-Way. It shall also include any areas within any City-owned Park or Public Street Right-of-Way for which the City has granted permission for the Association to perform maintenance. It shall also include all areas set aside as private open spaces pursuant to Section 66-128, Code of General Ordinances of Kansas City, and any cemeteries, all within the recorded plat. It shall also include areas for storm water detention or retention.

Section 9. "Properties" shall mean and refer to that certain real property hereinabove described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

ARTICLE II  
HOMES ASSOCIATION

Section 1. Membership. Every owner shall be a member of the Association, and shall be entitled to exercise voting rights in accordance with the provisions of the By-laws of the

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Article II Section 1. Continued

Association. The By-laws of the Association may prescribe conditions (such as payment of all authorized dues and assessments) as prerequisites to the exercise of voting rights. The By-laws may further provide that "subordinate lots" as defined in Section 3 below shall not be entitled to exercise voting rights with regard to the subordinate lot unless the owner voluntarily submits the lot to assessments and dues.

As to property owned by the Declarant within the properties, the Declarant shall be entitled to exercise forty (40) votes per lot as to all matters as to which the members are entitled to vote. All members other than Declarant shall be entitled to one vote per lot.

Section 2. Assessments. The Association shall be entitled to determine, fix, assess, and impose dues and other assessments, including special assessments, on each lot improved by a residential structure which has been occupied. Each owner or group of owners having fee simple title to any lot improved by a residential structure which has been occupied shall be responsible to pay the assessments and dues duly established pursuant to the provision of the association. No owner shall be required to pay any assessments and dues with regard to any undeveloped lots or with regard to any lot having residential structures which have not been occupied. "Occupied" shall refer to property which has been at any time since the property was occupied as a residence by one or more persons.

Section 3. Subordinate lot. Nothing herein shall be deemed to prohibit owners from having a "subordinate lot". A "subordinate lot" is a lot which is not held for purposes of development and sale, and which is located adjacent and contiguous to an improved residential lot. Vacant lots may not be held for purposes of development and sale by any owner except for Declarant. Subordinate lots shall not be subject to assessment unless the owner voluntarily, by a declaration in writing, submits the subordinate lot to assessment. The By-laws may require, as a condition of the right to exercise voting authority with regard to any subordinate lot, that such lot be subject to the payment of dues and other assessments. Subordinate lots are subject to the requirements and conditions set forth in these restrictions, and shall be subject to lien along with the adjacent principal lot, for the enforcement of collection of dues and other assessments. The status of any lot as a subordinate lot terminates immediately at the start of any residence construction on said lot. The term "subordinate lot" does not refer to lots held by Declarant or its assignee for development and sale.

ARTICLE IIICOVENANT FOR MAINTENANCE ASSESSMENTS AND  
ASSESSMENTS FOR CAPITAL IMPROVEMENTS

Section 1. Creation of the Lien and Personal Obligations of Assessments. The Declarant, for each developed and originally occupied Lot, hereby covenants, and each Owner of any developed and originally occupied Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements established, levied and assessed by the Association. Such special assessments may be utilized to

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Article III Section I Continued

provide for the maintenance of the Common Areas, particularly those areas which are reserved as private open spaces pursuant to Section 66-128 of the Code of General Ordinances. The assessments may also be utilized for the construction or improvement of parks, playground equipment, tennis courts, swimming pools, fence, monuments, entrance islands in the public street right-of-way and similar items, as determined by the Board of Directors of the Association. Special assessments for capital improvements may be made in one assessment, or may be assessed periodically until all improvements are fully paid. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the subject land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. Certificates of delinquency of any such levy or assessment may be filed by the Association in the office of the County Recorder of Deeds, and upon the filing thereof the Association shall be entitled to a fee of Ten Dollars (\$10.00) which said fee shall also be a lien upon such real estate in said subdivision as is described in such certificates; all such liens to be enforceable as other liens upon real estate in any Court of competent jurisdiction in Platte County, Missouri, and it shall be the duty of the Association to collect all such charges by suit as is necessary in the judgement of the Board of Directors; and in the event any such suit shall be filed, the Association shall be entitled to recover, in addition to any and all such assessments, levies, and interest thereon, a reasonable attorney's fee.

Section 2. Effect of Nonpayment of Assessments: Remedies of the Association.

Any assessment not paid within thirty (30) days after the due date shall bear interest as provided in the applicable articles and by-laws of the Association. Such interest rate shall be ten (10%) per annum unless specified otherwise in the articles or by-laws of the Association.

Section 3. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 4. Conveyance of Title to Common Areas and Amenities Declarant hereby expressly reserves the right to convey to The Association all of its right, title and interest in and to any and all of the areas designated "COMMON AREA", "PRIVATE PARK", "PRIVATE OPEN SPACE", or "POOL AREA" on the plat, and any and all other such areas and all amenities to include but not limited to entrance monuments, fencing, statues, cemeteries and recreational facilities as may be created by separate agreement previously or subsequently placed of record and any and all other such areas as may be designated as common area, private park, private open space, or pool area, parking area, walkway or any other term generally descriptive

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Article III Section 4. Continued

of a use intended to be for the common benefit of all owners on the plat of any land which may hereafter be subjected to the terms of these restrictions, subject to the rights of property owners as herein set forth or heretofore or hereafter granted, and the lot owners subject to these restrictions shall cause the Association to accept such conveyance, and shall cause the Association to maintain all public facilities and improvements on such common areas. Further, Declarant agrees to convey all property in each plat reserved as private open spaces pursuant to Section 66-128, Code of General Ordinances, to the Association, not later than the date of the sale of the last unsold lot within the plat in question, and in any event not later than five (5) years after the recording of the plat in which such private open space is located. Further, Declarant intends to convey any additional common areas and parks (not specifically as private open spaces) and amenities to the Association. Declarant reserves the right to convey amenities, if included in any plat, subject to conditions and restrictions concerning the use, management and operation of the amenities.

Section 5. Right to Convey Easements. The Association shall have the power and obligation to accept from Declarant the conveyance of Association Easements as may be created by separate agreement previously or subsequently placed of record for the common benefit of all owners on the plat of any land which may hereafter be subjected to the terms of these restrictions, subject to the rights of property owners as herein set forth or heretofore or hereafter granted, and the lot owners subject to these restrictions shall cause the Association to accept such conveyance.

Section 6. Maintenance of Common Areas and Association Easements. The Association shall have the following powers and duties which it shall exercise and perform:

- (1) To accept from the Declarant conveyance of title and easements as provided in Sections 4 & 5 hereof.
- (2) To pay all real estate taxes, personal property taxes, special assessments or any other tax assessed against the common area or improvements thereon or assessed against the common area because said land is located in any established benefit district. This obligation to pay taxes shall be binding upon the Association whether the common area is titled in the name of the Association or not, but shall only extend to land actually as common area.
- (3) To provide for the maintenance of those areas set aside as common areas as defined in Article I Section 8 herein, and private open spaces pursuant to Section 66-128 of the Codes of General Ordinances, and any monuments, statues, cemeteries, lawns, shrubs, trees, recreational areas, parking areas and ornamental features now existing or which may hereafter be erected or created in any common areas, Association easement areas, cemetery areas and city approved areas within public street right-of-way. It shall be the responsibility of the lot owner to maintain the lawn within Association easements within the boundaries of his lot lines.

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ARTICLE IV  
ARCHITECTURAL CONTROL

Section 1. Right to Approve Plans and Variance Requests. No building, fence, wall or other structure or other improvement, or any exterior addition or change or alteration therein shall be commenced, constructed or maintained upon the properties until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing by the Architectural Control Committee. The Architectural Control Committee may take into consideration as part of the approval process the harmony of external design and location in relation to surrounding structures and topography. The Architectural Control Committee shall have the right to review and approve any restriction variance request requiring approval of the Architectural Control Committee as provided for in Article VII Restrictions. Upon any such submittal or request for approval the party requesting such approval shall submit simultaneously with said request the following documentation:

- (a) Four exterior elevations delineating front elevation, back elevation, and both side elevations.
- (b) A site plan of the house as it will sit on the lot. Such site plan will include a description or drawing of the proposed grading, and drainage plan.
- (c) Floor plan.
- (d) A list of all exterior materials to be used which will include roof, masonry, siding and windows.
- (e) A schedule of exterior colors to be used. To include color samples, manufacture name, and product number.
- (f) Documentation in the case of a request for a restriction allowed variance.

The documentation listed above is intended only as a minimum requirement and the Architectural Control Committee shall be free to request any and all other documentation that said Committee in its sole discretion deems necessary. All such documentation shall be submitted in duplicate and shall be signed by the party requesting its approval. In the event said designated Architectural Control Committee fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, the Association Board of Directors shall exercise said authority of architectural control. If said Board shall not act to approve or disapprove such design and location within thirty (30) days after submission, approval will not be required and this Article will be deemed to have been fully complied with.

Section 2. Architectural Control Committee. The Architectural Control Committee shall be initially composed of three persons named by President of Declarant, and all of whom may be employees of Declarant, 10000 West 75th Street, Shawnee Mission, Kansas. A majority of the committee may designate a representative to act for it. In the event of the death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant.

Section 3. Authority. Until such time as one hundred percent (100%) of the lots have been sold, Declarant shall have the right to appoint the members of the Architectural Control

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Article IV Continued

Committee. After one hundred percent (100%) of the lots have been sold, the Association Board shall have the power to appoint the members of the Architectural Control Committee as provided in the Association By-Laws.

Section 4. Liability Release. Neither the Declarant, nor any member of the Association representing the Association at large in an official capacity as defined in the Association By-Laws, nor any member of the Architectural Control Committee nor any member of the Board shall be personally liable to any person for any discretionary approval, disapproval or failure to approve any matter submitted for approval, for the adoption of any rules, regulations or guidelines or for the enforcement of any of the restrictions contained in this Declaration. Further, should a suit be brought against the Declarant or individuals representing the Declarant, the Architectural Control Committee or individuals representing the Architectural Control Committee, or the Board or individuals representing the Board, for any action or inaction as a result of performing any of the above described activities stated in this section, then the Association shall be liable for the defendant's reasonable attorney's fees and expenses awarded in addition to damages, court costs and any other relief the court deems proper in such proceedings.

Section 5. Owner Liability. Each owner of a lot restricted by this instrument needs to fully understand that the Architectural Control Committee has limited authority as set forth in this instrument. The Architectural Control Committee does not have the authority to amend this instrument as a result of any action or inaction it may take or any approval it may grant. Therefore, if any approval granted by the Architectural Control Committee is determined in a court of law to be a violation of the Restrictions, then the owner of said lot in violation of the Restriction shall be liable and not the Architectural Control Committee.

ARTICLE V  
GENERAL PROVISIONS

Section 1. Enforcement. The Association, and any owner, including Declarant, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by any party to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. In the event of proceedings brought by any party or parties to enforce the provisions of this Declaration, or to restrain violation of the provisions hereof, the attorney's fees and expense of the prevailing party shall be awarded in addition to damages, court costs and any other relief the Court deems proper in such proceedings.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

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Article V. Continued

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of five (5) years. This Declaration may be amended during the first twenty (20) year period defined as follows: during the first five (5) year period by an instrument signed by the Declarant, provided the Declarant owns at least one lot restricted by this instrument. If the Declarant does not own any lots restricted by this instrument then the remaining years of the first five (5) year period shall be added to the second five (5) year period. During the second and third five (5) year periods this Declaration may be amended by an instrument signed by the Declarant even though the Declarant may not own any lots restricted by this instrument, and by owners of not less than sixty (60) percent of the lots restricted by this instrument. During the fourth five (5) year period this Declaration may be amended by an instrument signed by not less than fifty-one (51) percent of the Association Board members and by owners of not less than sixty (60) percent of the lots restricted by this instrument. Thereafter, this Declaration may be amended by an instrument signed by not less than fifty-one (51) percent of the Association Board members and by owners of not less than fifty-five (55) percent of the lots restricted by this instrument. Any amendment must be recorded, and shall not take effect until recorded. Notwithstanding the foregoing, however, no restriction may be revoked or amended in any way when the effect of such revocation or amendment would be to inhibit the legal ability of the Association to make and collect assessments and to otherwise carry out the responsibility of maintaining the property set aside as private open space pursuant to Section 66-128, Code of General Ordinances, and as provided in Article III Section 6 hereof.

ARTICLE VIPERSONS BOUND BY THESE RESTRICTIONS

All persons and corporations who now own or shall hereafter acquire any interest in the above identified subdivision of land into lots hereby restricted shall be taken to hold and agree and covenant with the owners of said lots, and with their successors and assigns, to conform to and observe the following covenants, restrictions and stipulations as to the use thereof and the construction of residences and improvements thereon.

ARTICLE VIIRESTRICTIONS

Section 1. Easements for Public Utilities. Developer shall have and does hereby reserve the right to locate, erect, construct, replace, maintain and use, or authorize the location, erection, construction, replacement, maintenance and use of drains, sanitary and storm sewers, gas and water mains and lines, electric, telephone and cable boxes and lines and other utilities, together with all related facilities, structures and features, and to give or grant right-of-ways or easements therefore over and upon any lot hereby restricted, for a distance of up to fifteen (15) feet from the front and rear property lines as shown on the recorded plat of record and seven and one half (7.5) feet from the side property lines as shown on the recorded plat of record (the "Easement Areas"). Developer, together with its agents, representatives and contractors, shall

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Article VII Section 1. Continued

also have a temporary license to enter upon any lot hereby restricted as may be reasonably necessary for Developer to perform any such work in the Easement Areas, provided that Developer shall provide the lot owner with prior written notice of the necessity to enter upon the lot. Developer, in entering upon any lot in the exercise of the rights, privileges and easements granted by this section, shall (a) perform all work with due diligence; (b) take all safety measures reasonably required to protect persons and property; (c) perform the work so as to avoid, to the extent practical, interference with the use or quiet enjoyment of the lot; (d) after the work is completed, restore the lot to the condition existing prior to the work (to the extent consistent with the performance of such work); and (e) indemnify and hold harmless the owner of the lot from and against all claims for bodily injury or property damages which may be asserted against such owner by reason of the exercise of rights by Developer under this section.

Section 2. Nuisances. 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 an annoyance or nuisance to the neighborhood. 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 they are not kept, bred or maintained for any commercial purpose.

Section 3. Use of land. None of the lots hereby restricted may be improved, used or occupied for other than private residences. Any residence erected or maintained on any of the lots in Embassy Park hereby restricted shall be designated for occupancy by a single family, whether as owners or as renters. No residence or Exterior Structure shall be used for business, professional, trade or commercial purposes without specific approval in writing from the Architectural Control Committee and in accordance with the applicable ordinances of the City of Kansas City, Missouri; provided, however, that the foregoing restriction shall not prevent an Owner from maintaining an office area in Owner's residence in accordance with the applicable ordinances of the City of Kansas City, Missouri.

Section 4. Required Size of Residences. Any residence erected on any one lot shall contain a minimum of 1,500 square feet of the enclosed floor area defined as follows:

| <u>Type of House</u>                   | <u>Primary Area<br/>Minimum<br/>Square Feet</u> | <u>Secondary Area<br/>Minimum<br/>Square Feet</u> |
|----------------------------------------|-------------------------------------------------|---------------------------------------------------|
| One-story ranch style house            | 1,500 1st floor                                 | N/A                                               |
| One-and-one-half story house           | 1,200 1st floor                                 | 300 2nd floor                                     |
| Two-story house                        | 900 1st floor                                   | 600 2nd floor                                     |
| Split level or bi-level house          | 1,500 total enclosed area                       |                                                   |
| Reverse one-and-one-half story house   | 1,200 1st floor                                 | 300 basement                                      |
| Any other house type (by ACC approval) | 1,500 total enclosed area                       |                                                   |

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Article VII Section 4. Continued

However, the Architectural Control Committee shall have the authority to require more than the minimum square footage stated herein and shall have the authority to limit the use or regulate the conditions and terms which allow the use of any house type listed above. The words "enclosed floor area" as used herein shall mean and include in all cases area enclosed and finished for all-year occupancy and may include areas in basements, above garages, enclosed porches or attics with written approval from the Architectural Control Committee; certain interior areas, need not be immediately finished for occupancy if the residence is so designed and built that such areas can be finished at a later date without structural changes being made to the exterior of such residence with approval from the Architectural Control Committee.

Section 5. Residence and Exterior Structures Maintenance. The residence and all exterior structures shall be kept and maintained in good condition and repair at all time. No building shall be permitted to stand with its exterior in an unfinished condition for longer than nine (9) months after commencement of construction. In the event of fire, windstorm, or other damages, no building shall be permitted to remain in damaged condition longer than six (6) months. Any owner of a structure in violation of this section may, in the discretion of the Association, be assessed a fine of from one dollar (\$1.00) to one hundred dollars (\$100.00) per day for every day the violation continues.

The fine provided for herein if not paid when due by said owner, shall become a lien upon the real estate upon which the structure in violation of this section is located, provided, however, that such lien shall be inferior and subordinate to the lien of any valid first mortgage now existing or which may hereafter be placed upon said real estate. Said fines shall be due thirty (30) days from the date of notification of the then record owner of any lot upon which the violation occurs, and if not paid within said thirty day period, shall bear interest at the rate of ten percent (10%) per annum until paid. Any such interest accruing shall also be a lien upon the real estate and all such liens may be enforced by the Association in any court in Platte County, Missouri having jurisdiction of suit for the enforcement of such liens.

The lot owner shall maintain all landscaping located on his lot, including the lawn within easements belonging to the Association.

Section 6. Required Height of Residence. Any residence erected on any one of the lots hereby restricted shall not be more than two stories in height as measured at the front building line; provided, however, that a residence of more than two stories in height may be erected thereon with the consent in writing of the Architectural Control Committee.

Section 7. Residence Setback. Location of any residence must conform to the building setback lines shown on the plat and as required by applicable ordinances of the City of Kansas City, Missouri, and may be further regulated by the Architectural Control Committee.

Section 8. Sodded Yards. The entire front, rear and side yards of every lot and the unpaved portions of the street right-of-way and easements contiguous thereto, shall be sodded with bluegrass at the earliest time after construction of a dwelling on said lot as the weather will

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Article VII Section 8. Continued

permit, and seeding or plugging will not be considered a substitute for such original sodding without the approval in writing from the Architectural Control Committee. Wood chips and mulch may be used in dense treed areas in lieu of grass approved in writing from the Architectural Control Committee. All vegetable gardens shall be located in the back yard. All lawns will be kept trim and cut so as to be aesthetically in conformance with the neighborhood. All bushes, trees, and shrubs will be maintained and kept reasonably trimmed.

Section 9. Roofing Materials. Roofs and any protruding roof structures shall be covered with architecturally compatible materials and be approved in writing from the Architectural Control Committee.

Section 10. Satellite Dish, Antenna, Solar Panels, etc. Television, radio, citizens' band, short wave or other antenna, satellite dish, solar panel, clothes line or pole, or other projections attached to the exterior of any residence or erected in any yard shall require specific approval in writing from the Architectural Control Committee. Should any part or all of the restriction set forth in the preceding sentence be held by a court of competent jurisdiction to be unenforceable because it violates the First Amendment or any other provision of the United States Constitution, the Architectural Control Committee shall have the right to establish rules and regulations regarding the location, size, landscaping and other aesthetic aspects of such projections so as to reasonably control the impact of such projections on the neighborhood and any such rules and regulations shall be binding upon all of the lots.

Section 11. Basketball Goals. All basketball goals shall be free standing and not attached to the residence unless the Architectural Control Committee determines that there are compelling reasons for the basketball goal to be attached to the residence. All basketball goals shall be consistent with the standard designs and materials to be selected by the Architectural Control Committee. All backboards shall be clear or painted white and all poles shall be a neutral color. There shall be only one basketball goal per lot unless approved in writing from the Architectural Control Committee. The Architectural Control Committee shall have the right to establish reasonable rules regarding the hours of use of basketball goals and any such rules shall be binding upon all of the lots.

Section 12. Oil, Fuel and other Flammable Liquids or Gas. Oil, fuel, or other flammable liquids, or other flammable gases that are in storage containers made for that purpose may be maintained on any of the lots hereby restricted provided there are no more than four (4) containers, each of which is not greater than five (5) gallons, and shall be kept in an enclosed area, unless specifically approved in writing from the Architectural Control Committee. The use of a standard propane fuel tank that is attached to a barbeque type grill shall not have to be kept in an enclosed area.

Section 13. Type of Fence. No fence greater than six (6) feet in height shall be erected on any of the lots hereby restricted nor shall any fence of any size be located or extend

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Article VII Section 13. Continued

within the area between the building lines and the street right-of-way as designated on said plat, even if said lot is not built upon or if said lot is a back yard or side yard for an adjacent lot, unless specifically approved in writing from the Architectural Control Committee. Any fence constructed shall be approved by the Architectural Control Committee. All fences shall be constructed with the finished side out, unless otherwise approved.

Section 14. Billboards Prohibited. No signs, banners, advertisements, billboards or any other advertising structures of any kind to include typical size temporary real estate signs may be erected or maintained on any of the lots or structures hereby restricted without the consent in writing from the Architectural Control Committee and the Declarant; provided, however, that permission is hereby granted for the erection and maintenance of not more than two signs on each lot or tract hereby restricted, which signs shall be not more than one hundred fifty (150) square inches in size and shall be used for the sole and exclusive purpose of designating the street address and owner's name of said lot or tract. Nothing herein shall be deemed to prohibit subdivision identification signs or temporary development, advertisement, and sales signs used by the declarant, or its assigns.

Section 15. Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently, without the written approval of the Architectural Control Committee; provided, however, that permission is hereby granted for a pup size tent located within the rear yard, for a reasonable time period as regulated by the Architectural Control Committee.

Section 16. Storage Facility. No detached shed, barn, or other storage facility shall be erected upon, moved onto or maintained upon any yard unless specifically approved in writing from the Architectural Control Committee. Storage shall be permitted under a deck provided such area is fenced or otherwise screened or in a storage facility attached to or as part of the residence with the approval of the Architectural Control Committee. However, the use of a child's playhouse maintained in the rear yard is allowed with the approval of the Architectural Control Committee and shall adhere to the regulations governing playhouses as established and regulated by the Architectural Control Committee.

Section 17. Garbage and Refuse Disposal. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers for temporary storage and disposal of such material and shall be kept in a clean and sanitary condition. Yard waste may be composted in a container with the approval of the Architectural Control Committee and shall adhere to the regulations governing composting as established and regulated by the Architectural Control Committee.

Section 18. Above Ground Swimming Pools Prohibited. No above ground swimming pool may be maintained upon any of the lots hereby restricted without the written approval of the

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Article VII Section 18 Continued

Architectural Control Committee. All pools and hot tubs shall be fenced. All pools and hot tubs shall be kept clean and maintained in operable condition.

Section 19. Restrictions on Maintaining Pets. All outside doghouses and other animal shelters and runs shall be located in the back yard, shall be up against or within two feet of the residence, shall be painted the same color as the residence, shall have roofs that are compatible with the residence, and shall be screened from adjacent residences that are within fifty (50) feet or as required by the Architectural Control Committee. No dog, cat or other animal shall be kept on any lot for commercial purposes.

Section 20. Automobile Repairing and Storage of Automobile, Boats, Trailers, Etc. No automotive repair or rebuilding or any other form of automotive manufacture, whether for hire or otherwise, shall occur on any of the lots hereby restricted except that automotive repairs on a non-commercial basis and not for hire may be conducted in any enclosed garage built on the said premises and permitted under other provisions of these restrictions.

No automobile, truck, motorcycle, motorbike, motor scooter, boat, airplane, house trailer, boat trailer, camping trailer, motor home, or vehicle of any other type or description may be stored upon any of the lots hereby restricted, without approval from the Architectural Control Committee. However, such storage of the aforementioned items (except storage for hire) shall be permitted within the confines of any building built on any of the lots hereby restricted and permitted under other provisions of these restrictions. Nothing in this section, however, shall be so construed as to prohibit the regular parking of not more than two (2) automobiles but not including a pick-up truck with camper, in running condition and in a reasonable state of repair and preservation on any driveway permitted to be maintained on any of the lots hereby restricted. Temporary storage of out-of-town recreational vehicles is not permitted without the written approval of the Architectural Control Committee. Garage doors shall not be left standing open, for the benefit of neighborhood aesthetics.

Section 21. Exterior Speakers. Exterior speakers or any sound devices may only be used for security purposes and for the use of intercoms unless approved in writing from the Architectural Control Committee. The Architectural Control Committee shall have the right to establish rules and regulations governing all aspects to the sound devices to include but not limited to size, location, number of devices, hours of use, and sound intensity.

ARTICLE VIII  
MODEL HOMES

The terms and conditions of this Declaration of Restrictions shall not apply to or restrict the use of any lot or lots upon which an exhibition or model home is constructed or upon which a structure is erected for use by the Developer for sales office; provided, however, that upon termination of the use for such purpose or purposes, the terms and conditions hereof shall immediately attach to such lot or lots so used and shall limit the use thereof to the extent herein set out.

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ARTICLE IX  
ZONING REGULATIONS

All of the areas described in the legal plat lies within the City limits of Kansas City, Missouri, a municipal corporation, and are in addition to all of the restrictions herein set out subject to the laws, rules, and regulations of the City of Kansas City, Missouri, including but not limited to all zoning rules and regulations made and promulgated by the proper authorities of the City of Kansas City, Missouri.

ARTICLE X  
DURATION OF RESTRICTIONS

All of the restrictions and covenants herein set forth shall continue and be binding upon the property restricted hereby for a period of twenty (20) years from the date these restrictions are recorded after which time they shall be automatically extended for successive periods of five (5) years. The Declarations may be revoked during the first twenty (20) year period by an instrument signed by Declarant and by owners of not less than sixty percent (60%) of the lots restricted by this instrument, and thereafter by an instrument signed by not less than fifty-one (51) percent of the Association Board members and by owners of not less than fifty-five percent (55%) of the lots restricted by this instrument. The revocation must be recorded, and shall not be effective until recorded. Notwithstanding the foregoing, however, no restriction may be revoked or amended in any way when the effect of such revocation or amendment would be to inhibit the legal ability of the Association to make and collect assessments and to otherwise carry out the responsibility of maintaining the property set aside as private open space pursuant to Section 66-128, Code of General Ordinances.

ARTICLE XI  
ADDITION OF OTHER LAND

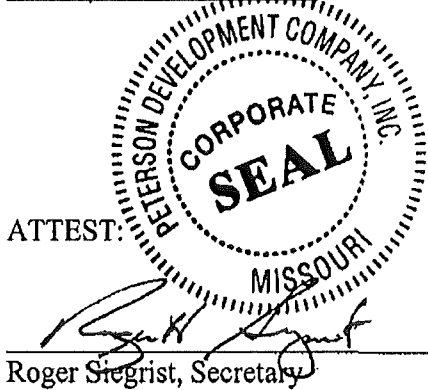
Declarant shall have and expressly reserves the right from time to time, to add such other land as it desires to the operation and effect of this Declaration of Covenants, Conditions and Restrictions, by executing and acknowledging any appropriate declaration or agreement for that purpose, and filing the same for record in the office of the Recorder of Deeds of Platte County, Missouri. When any other land is so subjected to the provisions hereof, whether the same consists of one or more times, said land so added shall be subject to all of the terms and provisions hereof, in the same manner and like effect as though the same had been originally described herein and subjected to the provision hereof; provided, however, that at the time of any such addition of other land the Declarant shall be entitled, in the instrument whereby such other land is subjected to these restrictions, to amend or modify any provisions of these restrictions as to the additional land, and the amendment shall be effective as to such land along with all other provisions not so amended.

ARTICLE XII  
GRANTEES COVENANT

Each grantee accepting a deed or other conveyance, which incorporates or refers to these restrictions, covenants for himself, his heirs, successors and assigns to observe, perform and be bound by these restrictions and to incorporate these restrictions by reference in any deed or other conveyance of all or any portion of his interest in any real property subject hereto.

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IN WITNESS WHEREOF, the undersigned set their hands and seals this 14<sup>th</sup> day of September, 2005.



PETERSON DEVELOPMENT COMPANY, INC.

By:

Kenneth Riedemann, President

STATE OF KANSAS)

COUNTY OF JOHNSON)

On this 14<sup>th</sup> day of SEPTEMBER, 20\_\_ before me, the undersigned, a Notary Public in and for said county and state, appeared Kenneth Riedemann to me personally known, who being by me duly sworn did say that he is President of Peterson Development Company, 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 Kenneth Riedemann acknowledged and said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notary seal at my office in Johnson County, Kansas, the day and year last written.

Notary Public,

Sheri L. Shaddox

My commission expires:

2-12-06



SHERI L. SHADDOX  
NOTARY PUBLIC  
State of Kansas

MY APPT. EXPIRES 2-12-06

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