

UNITED

0013874

EP-2
Page 1

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
EMBASSY PARK 2ND PLAT

THIS DECLARATION, made on the date hereinafter set forth by J.A. Peterson Enterprises, 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:

Embassy Park, 2nd Plat, a subdivision in Platte County, Kansas City, Missouri.

WHEREAS, Declarant desires to subject the property described herein to the covenants, conditions and restrictions set forth in the Declarations of Covenants, Conditions and Restrictions applicable to Embassy Park, First Plat, duly recorded in Book 0803 at Page 368 in the office of the Recorder of Deeds of Platte County, Missouri, so that all of said property of Embassy Park, 2nd Plat, will be bound by, and receive the benefit of, all of the provisions, conditions, and restrictions of said Declaration of Covenants, Conditions and Restrictions.

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold, and conveyed subject to all of the restrictions, covenants and conditions set forth in said Declaration recorded At Book 0803 at Page 368 in Platte County, Missouri in the same manner and effect as though it had been originally restricted as part of the declaration applicable to the First Plat, except that for the Second Plat Article VII, Sections 4, 8, 9 and 11 of the Declaration of Covenants, Conditions and Restrictions for Embassy Park First Plat is amended to read as follows:

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:

	1st Floor Minimum <u>Square Feet</u>	2nd Floor Minimum <u>Square Feet</u>
One-story ranch type house	1,500	N/A
One-and-one-half story ranch type house	1,200	600
Two-story house	900	900
Split level or bi-level house	1,500 total enclosed area	

However, split level, or bi-level type houses will not be allowed without written permission granted by the Architectural Control Committee. 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, porches or attics with written approval granted by the Architectural Control Committee; provided, however, that certain interior areas, other than the aforementioned areas, need not to be immediately finished for occupancy if the residence is so designated and built that such areas can be finished at a later date without any structural changes being made in the exterior of such residence.

Section 8. Sodded Yards. The entire front, rear and side yards of every lot and the unpaved portions of street easements contiguous thereto, shall be sodded with bluegrass at the earliest time after construction of a dwelling on said lot as the weather will permit, and in no instance will seeding or plugging be considered a substitute for such original sodding without the consent in writing of 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 wood shingles. However, a different roofing material may be used and must specifically be approved in writing from the Architectural Control Committee.

Section 11. Satellite Dish, Antenna, Solar Panels, etc. Prohibited. 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 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.

All of the restrictions, covenants and conditions hereby incorporated and imposed upon EMBASSY PARK 2ND PLAT, shall continue and be binding upon the property of said Fifth Plat 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 years. The Declarations may be revoked or amended during the first (20) year period by an instrument signed by Declarant and by owners of not less than sixty-six percent (66%) of Embassy Park, First Plat, and of Embassy Park, 2nd Plat, and of any subsequent plat of Embassy Park restricted in the same way. The revocation or amendment 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 Embassy Park Home Owners Association, Inc., and its successors and assigns, 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 31.32, Code of General Ordinances.

Each grantee accepting a deed or other conveyance which incorporates or refers to the restrictions hereby adopted and imposed upon Embassy Park, 2nd Plat, covenants for himself, his heirs, successors and assigns to observe, perform and be bound by the applicable restrictions with reference to any interest in any real property subject hereto.

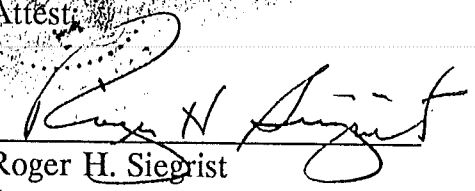
IN WITNESS WHEREOF, the undersigned set their hands and seals this 8TH, day of SEPTEMBER, 1994.

J.A. Peterson Enterprises, Inc.

By


Kenneth L. Riedemann

Attest:

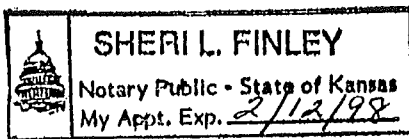

Roger H. Siegrist
Secretary

0013874

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Page 4STATE OF KANSAS
COUNTY OF JOHNSON

On this 8th day of September, 1994, before me, the undersigned, a notary public in and for said County and State, appeared KENNETH L. RIEDEMANN, to me personally known to be by me duly sworn, did say that he was the President of J.A. Peterson Enterprises, Inc., a Corporation, that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was executed on behalf of said corporation by authority of its Board of Directors, and said KENNETH L. RIEDEMANN acknowledged said instrument to be the free act and deed of said corporation.

WITNESS my hand and Notarial Seal subscribed and affixed in said County and State the day and year above written.



Sheri L. Finley
NOTARY PUBLIC

My commission expires:

Feb. 12, 1998

STATE OF MISSOURI
COUNTY OF PLATTE SS
I CERTIFY INSTRUMENT RECEIVED

1994 SEP 12 P 1:16.0

RECORDED BOOK 818 PAGE 597
IDA COX, PLATTE CO. RECORDER

Gloria Boyer
Deputy

BOOK 818 PAGE 597

FIRST AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
EMBASSY PARK 2ND PLAT

WHEREAS, J.A. Peterson Enterprises, Inc., did adopt and file of record a Declaration of Covenants, Conditions and Restrictions of Embassy Park Second Plat, filed as Document No. 0013874, recorded in Book 0818, Page 597, in the Office of the Recorder of Deeds of Platte County, Missouri, said filing having been made on September 12, 1994; and

WHEREAS, J.A. Peterson Enterprises, Inc., Declarant, and the undersigned are the owners of real property in Embassy Park 1st Plat and 2nd Plat, Kansas City, Platte County, Missouri, and, as required by the Declaration of Covenants, Conditions and Restrictions Article V, Section 3 Amendment, Embassy Park First Plat and as defined in Embassy Park 2nd Plat, are the owners of at least 66% of the lots in both the 1st and 2nd Plats restricted and benefited by said declaration of covenants, conditions and restrictions to wit:

J.A. Peterson Enterprises, Inc., in the 1st Plat owner of Lot 5 Block 1, Lot 6 Block 1, Lot 4 Block 2; and in the 2nd Plat owner of Lots 1, 2, 3, & 4 Block 4, Lots 1, 2 & 3 Block 5, & Lots 5, 6, 7, 8, 9, 10 & 11 Block 5.

Touch A Class Homes, Inc., in the 1st Plat owner of Lot 4 Block 1 and Lot 2 Block 2.

S.L. Edwards Company, in the 1st Plat owner of Lot 1 Block 2 and Lot 3 Block 2.

John Hagen Builders, Inc., in the 1st Plat owner of Lot 2 Block 1 and Lot 7 Block 2.

Trusty Construction Co., Inc., in the 1st Plat owner of Lot 5 Block 2.

Mark Yancik Construction Co., Inc., in the 1st Plat owner of Lot 6 Block 2; and in the 2nd Plat owner of Lot 4 Block 5.

The above owners represent 11 of the 13 lots contained in Embassy Park 1st Plat representing 84.6% ownership, and 15 of the 15 lots contained in Embassy Park 2nd Plat representing 100% ownership.

NOW THEREFORE, J.A. Peterson Enterprises, Inc., Declarant, and the undersigned property owners hereby declare that the Declaration of Covenants, Conditions and Restrictions of Embassy Park 2nd Plat described above, shall be amended as follows:

Starting at the third paragraph on page 1 of said Declaration which begins with the words "WHEREAS, Declarant" and continuing to the end of the paragraph on page 3 of said Declaration which begins with the words "Each grantee accepting" shall be changed to read as follows

WHEREAS, Declarant desires to subject the property described herein to the covenants, conditions and restrictions set forth in the Declarations of Covenants, Conditions and Restrictions applicable to Embassy Park, First Plat, filed as Document No. 0019440, duly recorded in Book 0803 at Page 368 in the office of the Recorder of Deeds of Platte County, Missouri, said filing having been made on December 10, 1993, the amendment to Declarations of Covenants, Conditions & Restrictions Embassy Park 1st Plat filed as Document No. 0016141, duly recorded on Book 0820 at page 849 in the office of the Recorder of Deeds of Platte County, Missouri, said filing having been made on November 3, 1994, and the Second Amendment to Declaration of Covenants,

Conditions & Restrictions Embassy Park 1st Plat filed as Document No. 16966, duly recorded in Book 821 at Page 667 in the office of the Recorder of Deeds of Platte County, Missouri, said filing having been made on November 28th, 1994, so that all of said property of Embassy Park, 2nd Plat, will be bound by, and receive the benefit of, all of the provisions, conditions, and restrictions of said Declaration of Covenants, Conditions and Restrictions.

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold, and conveyed subject to all of the restrictions, covenants and conditions set forth in said Declaration recorded in Book 0803 at Page 368, Amendment recorded at Book 0820 at Page 849, and Second Amendment recorded in Book 821 at Page 667, all in Platte County, Missouri in the same manner and effect as though it had been originally restricted as part of the declaration applicable to the First Plat and Amendments to the First Plat recorded now and in the future.

All of the restrictions, covenants and conditions hereby incorporated and imposed upon EMBASSY PARK 2ND PLAT, shall continue and be binding upon the property of said Second Plat 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 years. The Declarations may be revoked or amended during the first (20) year period by an instrument signed by Declarant and by owners of not less than sixty-six percent (66%) of Embassy Park 2nd Plat. The revocation or amendment 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 Embassy Park Home Owners Association, Inc., and its successors and assigns, 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 31.32, Code of General Ordinances.

Each grantee accepting a deed or other conveyance which incorporates or refers to the restrictions hereby adopted and imposed upon Embassy Park, 2nd Plat, covenants for himself, his heirs, successors and assigns to observe, perform and be bound by the applicable restrictions with reference to any interest in any real property subject hereto.

Except as above modified, in this First Amendment, the Declaration of Covenants, Conditions and Restrictions of Embassy Park 2nd Plat, recorded in Book 0818, Page 591, as Document No. 0013874 in the records of the office of the Recorder of Deeds of Platte County, Missouri, shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned set their hands and seals this 23RD
day of NOVEMBER, 1994.

J.A. Peterson Enterprises, Inc.

by: Kenneth L. Riedemann
Kenneth L. Riedemann, President

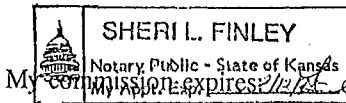
Attest:

Roger H. Siegrist
Secretary

STATE OF KANSAS
COUNTY OF JOHNSON

On this 23rd day of November, 1994, before me, the undersigned, a notary public in and for said County and State, appeared KENNETH L. RIEDEMANN, to me personally known to be by me duly sworn, did say that he was the President of J.A. Peterson Enterprises, Inc., a Corporation, that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was executed on behalf of said corporation by authority of its Board of Directors, and said KENNETH L. RIEDEMANN acknowledged said instrument to be the free act and deed of said corporation.

WITNESS my hand and Notarial Seal subscribed and affixed in said County and State the day and year above written.



Sheri L. Finley
NOTARY PUBLIC

My commission expires 12/28/98

IN WITNESS WHEREOF, the undersigned set their hands and seals this 23RD
day of NOVEMBER, 1994.

Touch A Class Homes, Inc.

Attest:

by: Allen Baker 11-23-94
Allen Baker, President

STATE OF Missouri
COUNTY OF Clay

On this 23rd day of November, 1994, before me, the undersigned, a notary public in and for said County and State, appeared ALLEN BAKER to me personally known to be by me duly sworn, did say that he was the President of Touch A Class Homes, Inc., a Corporation, that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was executed on behalf of said corporation by authority of its Board of Directors, and said ALLEN BAKER acknowledged said instrument to be the free act and deed of said corporation.

WITNESS my hand and Notarial Seal subscribed and affixed in said County and State the day and year above written.

BARBARA A. ISAACS
Notary Public
Notary Seal

Barbara A. Isaacs
NOTARY PUBLIC

My commission expires: STATE OF MISSOURI

2-7-97

Commissioned in Clay County
My Commission Exp. Feb. 7, 1997

BOOK 0821 PAGE 668

IN WITNESS WHEREOF, the undersigned set their hands ^{no seal} and seals this 23rd
day of NOVEMBER, 1994.

S.L. Edwards Company

Attest:

by: Steve Edwards
Steve Edwards

STATE OF Missouri
COUNTY OF Clay

On this 23rd day of November, 1994, before me, the undersigned, a notary public in and for said County and State, appeared STEVE EDWARDS to me personally known to be by me duly sworn, did say that he was the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

IN WITNESS my hand and Notarial Seal subscribed and affixed in said County and State the day and year above written.

BARBARA A. ISAACS
Notary Public Barbara A. Isaacs
Notary Seal NOTARY PUBLIC
STATE OF MISSOURI
Commissioned in Clay County

My commission expires:
2-7-97

IN WITNESS WHEREOF, the undersigned set their hands ^{no seal} and seals this 23rd
day of NOVEMBER, 1994.

John Hagen Builders, Inc.

Attest:

by: John Hagen
John Hagen, President

STATE OF Missouri
COUNTY OF Clay

On this 23rd day of November, 1994, before me, the undersigned, a notary public in and for said County and State, appeared JOHN HAGEN to me personally known to be by me duly sworn, did say that he was the President of John Hagen Builders, Inc., a Corporation, that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was executed on behalf of said corporation by authority of its Board of Directors, and said JOHN HAGEN acknowledged said instrument to be the free act and deed of said corporation.

WITNESS my hand and Notarial Seal subscribed and affixed in said County and State the day and year above written.

Barbara A. Isaacs
NOTARY PUBLIC

My commission expires:
2-7-97

BARBARA A. ISAACS
Notary Public
Notary Seal
STATE OF MISSOURI
Commissioned in Clay County
My Commission Exp. Feb. 7, 1997

STATE OF MISSOURI
COUNTY OF PLATTE
I CERTIFY INSTRUMENT RECEIVED

1994 NOV 28 P 2:17.3

RECORDED BOOK 821 PAGE 668
IDA COX, PLATTE CO. RECORDER

Cathy News Deputy
20/4

BOOK 0821 PAGE 668

IN WITNESS WHEREOF, the undersigned set their hands ^{NO SEAL} and seals this 23RD day of NOVEMBER, 1994.

Trusty Construction Co., Inc.

by: [Signature]
Bob Trusty, President

Attest:

STATE OF Missouri
COUNTY OF Clay

On this 23rd day of November, 1994, before me, the undersigned, a notary public in and for said County and State, appeared BOB TRUSTY to me personally known to be by me duly sworn, did say that he was the President of Trusty Construction Co., Inc., a Corporation, that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was executed on behalf of said corporation by authority of its Board of Directors, and said BOB TRUSTY acknowledged said instrument to be the free act and deed of said corporation.

WITNESS my hand and Notarial Seal subscribed and affixed in said County and State the day and year above written.

BARBARA A. ISAACS

Notary Public
Notary Seal

[Signature]
NOTARY PUBLIC

My commission expires: 2-7-97 STATE OF MISSOURI
Commissioner in Clay County

My Commission Exp. Feb. 7, 1997

IN WITNESS WHEREOF, the undersigned set their hands ^{NO SEAL} and seals this 23RD day of NOVEMBER, 1994.

Mark Yancik Construction Co., Inc.

by: [Signature]
Mark Yancik, President

Attest:

STATE OF Missouri
COUNTY OF Clay

On this 23rd day of November, 1994, before me, the undersigned, a notary public in and for said County and State, appeared MARK YANCIK to me personally known to be by me duly sworn, did say that he was the President of Mark Yancik Construction Co., Inc., a Corporation, that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was executed on behalf of said corporation by authority of its Board of Directors, and said MARK YANCIK acknowledged said instrument to be the free act and deed of said corporation.

WITNESS my hand and Notarial Seal subscribed and affixed in said County and State the day and year above written.

BARBARA A. ISAACS

Notary Public
Notary Seal

[Signature]
NOTARY PUBLIC

My commission expires: 2-7-97 STATE OF MISSOURI
Commissioner in Clay County

My Commission Exp. Feb. 7, 1997

BOOK 0821 PAGE 668