

0019440

UNITED  
EP-1DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
EMBASSY PARK FIRST 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, First Plat, a subdivision in Platte County, Kansas City, Missouri.

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

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, 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. "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.

Section 4. "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 5. "Declarant" shall mean and refer to J.A. Peterson Enterprises Inc., and any successors and assigns acquiring more than one unimproved lot from the Declarant for the purpose of development and sale. J.A. Peterson Enterprises, 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 J.A. Peterson Enterprises, Inc. created by these restrictions shall be deemed transferred to any party without an expressed written assignment of such rights by said Declarant.

Section 6. "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 7. "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 use.

Article I Section 7 Continued

perform maintenance. It shall also include all areas set aside as private open spaces pursuant to Section 31.32, 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.

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 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 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 platted 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 III  
COVENANT 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 provide for the maintenance of the Common Areas, particularly those areas which are reserved as private open spaces pursuant to Section 31.32 of the Code of General Ordinances. The assessments may also be utilized

### Article III. Section 1 Continued

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 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 31.32, 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 platted 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

Article III. Section 4 Continued

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 platted as common area.
- (3) To provide for the maintenance of those areas set aside as common areas as defined in Article I Section 7 herein, and private open spaces pursuant to Section 31.32 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.

#### ARTICLE IV ARCHITECTURAL CONTROL

Section 1. Right to Approve Plans. 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 as to harmony of external design and location in relation to surrounding structures and topography, by an architectural committee composed of three (3) or more representatives appointed by Declarant. Upon any such 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.

Article IV. Section 1 Continued

- (f) A schedule of exterior colors to be used. To include color samples, manufacture name, and product number.

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 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 approve or disapprove any plans in lieu of the Association. After one hundred percent (100%) of the lots have been sold, the Association shall exercise such rights.

Section 4. Liability Release. Neither the Declarant, nor the Association, nor any member of the Architectural Control Committee or 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.

#### 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 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.

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 by an instrument signed by Declarant and by owners of not less



Article V. Section 1 Continued

than sixty six percent (66%) of the lots restricted by this instrument, and thereafter by an instrument signed by owners of not less than fifty-five percent (55%) 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 31.32, 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 enumerated 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 VII  
RESTRICTIONS

Section 1. Easements for Public Utilities. Developer shall have and does hereby reserve the right to locate, erect, construct, maintain and use, or authorize the location, erection, construction, 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, and to give or grant rights of way or easements therefore over and upon any lot hereby restricted, for a distance up to 10 feet from any property line.

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, and no flat or apartment house, although intended for residence purposes, may be erected thereon. Any residence erected or maintained on any of the lots in Embassy Park hereby restricted shall be designated for occupancy by a single family. No residence or Exterior Structure shall ever be used for business, professional, trade or commercial purposes; 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>1st Floor</u> <u>Minimum</u> <u>Square Feet</u>	<u>2nd Floor</u> <u>Minimum</u> <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	1,000	800
Split level or bi-level house	1,500 total enclosed area	

Article VII. Section 4 Continued

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 shall not mean or include any areas in basements, garages, porches or attics; 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 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 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 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.

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. 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 provided: it is compatible with the Architecture of the subdivision; it would be an upgrade in value from the wood roof; and its use would result in maintaining or increasing the perceived value of the neighborhood. Use of a different roofing material must specifically be approved in writing from the Architectural Control Committee.

Article VII Continued

Section 10. Satellite Dish, Antenna, Solar Panels, etc. Prohibited. No television, radio, citizens' band, short wave or other antenna, satellite dish, solar panel, clothes line or pole, or other unsightly projection shall be attached to the exterior of any residence or erected in any yard. 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.

Section 11. Basketball Goals. All basketball goals shall be free standing and not attached to the residence unless the Association 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 Association. 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. The Association 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 Tanks Prohibited. No tank for the storage of fuel may be maintained on any of the lots hereby restricted above the surface of the ground.

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 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 and shall be wood unless otherwise approved. All fences shall be constructed with the finished side out.

Section 14. Billboards Prohibited. No signs, advertisements, billboards or advertising structures of any kind may be erected or maintained on any of the lots hereby restricted without the consent in writing of the Association; provided, however, that permission is hereby granted for the erection and maintenance of not more than one sign on each lot or tract hereby restricted, which sign 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 of said lot or tract; and for not more than one typical size real estate sign on a temporary basis. Nothing herein shall be deemed to prohibit subdivision identification signs or temporary development, advertisement, and sales signs used by the declarant.

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 Association; 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 Association.

Section 16. Storage Facility. No shed, barn, detached garage or other storage facility shall be erected upon, moved onto or maintained upon any yard. Storage shall be permitted under a deck provided such area is fenced or otherwise screened.

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. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.



Article VII Continued

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 Association. 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 and shall have roofs that are compatible with the residence. No dog, cat or other animal shall be kept on any lot for commercial purposes. No more than three dogs or cats (or combination thereof) shall be kept on any lot.

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, except that such storage (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 Association. Garage doors shall not be left standing open, for the benefit of neighborhood aesthetics.

Section 21. Exterior Speakers. No speaker, horn, whistle, siren, bell or other sound device, except intercoms and those sound devices used exclusively for security purposes, shall be installed or maintained on the exterior of any residence or in any yard.

### 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.

### 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 years. The Declarations may be revoked during the first twenty (20) year

Article X Continued

period by an instrument signed by Declarant and by owners of not less than sixty six percent (66%) of the lots restricted by this instrument, and thereafter by an instrument signed 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 31.32, 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.

IN WITNESS WHEREOF, the undersigned set their hands and seals this 8<sup>th</sup> day of December, 1993.

J.A. PETERSON ENTERPRISES, INC.

By Kenneth L. Riedemann  
Kenneth L. Riedemann, President



Roger H. Siegrist  
Roger Siegrist, Secretary

BOOK 0803 PAGE 368

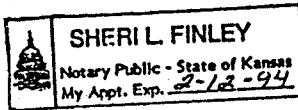
0019440

EP-1

STATE OF KANSAS  
 COUNTY OF JOHNSON

On this 8th day of DECEMBER, 1993, before me, the undersigned, a Notary Public in and for said county and state, appeared Kenneth L. Riedemann to me personally known, who being by me duly sworn did say that he is President of J.A. Peterson Enterprises, 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 L. 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 Shawnee Mission, KANSAS, the day and year last written.



Notary Public, Sheri L. Finley  
 State of KANSAS  
 County of JOHNSON

My commission expires:

FEB. 12, 1994

STATE OF MISSOURI  
 COUNTY OF PLATTE  
 I CERTIFY INSTRUMENT RECEIVED

1993 DEC 10 A 8:47.9

RECORDED BOOK 703 PAGE 368  
 IDA COX, PLATTE CO. RECORDER 35/

Gloria Boyer  
Deputy



BOOK 703 PAGE 368

**0016141**  
 AMENDMENT TO  
 DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
 EMBASSY PARK FIRST PLAT

UNITED

WHEREAS, J.A. Peterson Enterprises, Inc., did adopt and file of record a Declaration of Covenants, Conditions and Restrictions of Embassy Park First Plat, filed as Document No. 0019440, recorded in Book 0803, Page 368, in the Office of the Recorder of Deeds of Platte County, Missouri, said filing having been made on December 10, 1993;

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

J.A. Peterson Enterprises, Inc. owner of Lot 5 Block 1, Lot 6 Block 1, Lot 4 Block 2, & Lot 6 Block 2.

Touch A Class Homes, Inc. owner of Lot 4 Block 1 and Lot 2 Block 2.

S.L. Edwards Company owner of Lot 1 Block 2 and Lot 3 Block 2.

John Hagen Builders, Inc. owner of Lot 2 Block 1 and Lot 7 Block 2.

Trusty Construction, Inc. owner of Lot 5 Block 2.

The above owners represent 11 of the 13 lots contained in Embassy Park 1st Plat representing 84.6% ownership.

NOW THEREFORE, J.A. Peterson Enterprises, Inc., Declarant, and the undersigned as successors of J.A. Peterson Enterprises, Inc. hereby declares that the Declaration of Covenants, Conditions and Restrictions of Embassy Park First Plat described above, shall be amended as follows:

ARTICLE VII, RESTRICTIONS, the following sections shall be changed 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 Square Feet	2nd Floor Minimum Square Feet
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 approval from 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 from the Architectural Control Committee; certain interior areas, need not to be immediately finished for occupancy if the residence is so designed and built that such areas can be finished at a later date without any structural changes being made in the exterior of such residence with approval from 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 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 wood shingles. However, a different roofing material may be used and must specifically be approved in writing from the Architectural Control Committee.

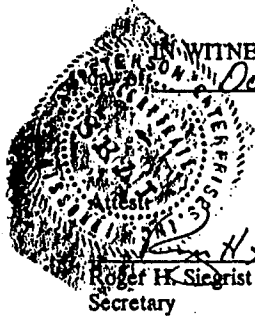
**Section 11. Satellite Dish, Antenna, Solar Panels, etc. Prohibited.** Television, radio, citizens' band, short wave or other antenna, satellite dish, solar panel, clothes line or pole, or other projections attached to the exterior of any residence or erected in any yard shall require specific approval 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.

**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 Review 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 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 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 Review Committee and shall adhere to the regulations governing composting as established and regulated by the Architectural Review Committee.

Except as above modified, the Declaration of Covenants, Conditions and Restrictions of Embassy Park First Plat, recorded in Book 0803, Page 368, as Document No. 0019440 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 24th  
day of October, 1994.

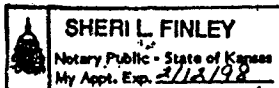
J.A. Peterson Enterprises, Inc.

by: [Signature]

STATE OF KANSAS  
COUNTY OF JOHNSON

On this 24th day of October, 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.



[Signature]  
NOTARY PUBLIC

My commission expires: Feb. 12, 1998

IN WITNESS WHEREOF, the undersigned set their hands and seals this \_\_\_\_\_  
day of October, 1994.

Touch A Class Homes, Inc.

Attest: [Signature]

by: [Signature]  
William Allen Baker

STATE OF Missouri  
COUNTY OF Clay

On this 25th day of October, 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

[Signature]  
NOTARY PUBLIC

My commission expires 2/7/97 STATE OF MISSOURI  
Commissioned in Clay County  
My Commission Exp. Feb. 7, 1997

BOOK 0820 PAGE 849

IN WITNESS WHEREOF, the undersigned set their hands and seals this 31st  
day of October, 1994.

S.L. Edwards Company

by: Steven Edwards  
Steven Edwards

Attest:

Larry E. Cribb

STATE OF Missouri  
COUNTY OF Clay

On this 31st day of October, 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

Notary Seal

STATE OF MISSOURI

Commissioned in Clay County

My Commission Exp. Feb. 7, 1997

Barbara A. Isaacs  
NOTARY PUBLIC

My commission expires: 2/7/97

IN WITNESS WHEREOF, the undersigned set their hands and seals this \_\_\_\_\_  
day of 10/25/94, 1994.

John Hagen Builders, Inc.

by: John P. Hagen  
John Hagen

Attest:

Larry E. Cribb

STATE OF Missouri  
COUNTY OF Clay

On this 25th day of October, 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

BOOK 0820 PAGE 849

BARBARA A. ISAAC

Notary Public

Notary Seal

STATE OF MISSOURI

Commissioned in Clay County

My Commission Exp. Feb. 7, 1997

0016141

EP-1 Amendment  
Page 5

IN WITNESS WHEREOF, the undersigned set their hands and seals this 27<sup>th</sup>  
day of October, 1994.

Trusty Construction Co., Inc.

by: [Signature]  
Bob Trusty

Attest:

[Signature]  
Larry E. CribbSTATE OF Missouri  
COUNTY OF Clay

On this 27<sup>th</sup> day of October, 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.

[Signature]  
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 26/4  
1994 NOV -3 P 3:10.2  
RECORDED BOOK 820 PAGE 849  
IDA COX, PLATTE CO. RECORDER

[Signature]  
Lisa Carter Deputy

BOOK 0820 PAGE 849