

REGISTRATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

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

WITNESSETH:

Declarant is the owner of certain property in Gladstone, County of Clay, State of Missouri, which is more particularly described as:

The Carriage Hill Ninth Plat a subdivision in Clay County, Gladstone, Missouri.

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 Carriage Hill Homes Association, its successors and assigns.

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. "Properties" shall mean and refer to that

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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 map of the Properties with the exception of the Common Area.

Section 5. "Declarant" shall mean and refer to J.A. Peterson Enterprises, Inc., its successors and assigns if such successors or assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development.

#### ARTICLE II

##### HOMES ASSOCIATION

Section 1. Every owner of a property herein described shall be a member of the Carriage Hill Homes Association, and shall pay all assessments established pursuant to the provisions of the Association on the same basis as other property within the Carriage Hill subdivision. Membership shall be appurtenant to the land and may not be separated from ownership of any lot subject to assessment.

#### ARTICLE III

##### COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligations of Assessments. The Declarant, for each lot owned with the properties, hereby covenants, and each owner of any 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, such assessments to be established and collected as provided in the current restrictions affecting property subject to the Carriage Hill Homes Association. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the

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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. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

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 Carriage Hill Homes 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 thereafter becoming due or from the lien thereof.

ARTICLE IV

ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the properties, nor shall any exterior addition to or change or alteration therein be made 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. 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 Board of Directors of the Carriage Hill Homes Association 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.

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.

#### ARTICLE V

##### GENERAL PROVISIONS

Section 1. Enforcement. The Carriage Hill Homes Association, or any owner, 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 the Association or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

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 ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the lot owners,

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and thereafter by an instrument signed by not less than seventy-five percent (75%) of the lot owners. Any amendment must be recorded.

Section 4. Annexation. Additional residential property and common area may be annexed to the properties with the consent of two-thirds (2/3) of each class of members.

Section 5. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

ARTICLE VI

PERSONS 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 for a period of time ending January 1, 2007, provided, however, that each of said restrictions shall be renewable in the manner hereinafter set forth.

ARTICLE VII

RESTRICTIONS

Section 1. 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 2. Use of land. None of the lots in Carriage Hill Ninth Plat 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 Carriage Hill hereby restricted shall be designated for occupancy by a single family. No business outbuilding shall be erected, nor business of any nature conducted on the land herein described, nor shall anything be done thereon which may be or become a nuisance to the neighborhood.

Section 3. 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 if a one-story ranch-type house, a split level or a bi-level house is constructed on such lot, or a minimum of 900 square feet of enclosed floor area on the first floor and a minimum of 800 square feet of enclosed floor area on the second floor if a two-story house is constructed on such lot, provided, however, that permission is granted by the Architectural Control Committee to erect such two-story house. 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 utility rooms, 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 4. 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 from the highest point of the finished grade adjacent to the foundation walls; 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 5. Ground Frontage Required. Any residence erected on any of the lots hereby restricted or any part of parts

thereof shall have appurtenant thereto, not occupied by any other residence, at least seventy-five feet or the lot width as platted if less than seventy-five feet of ground fronting on the street upon which the lot or lots or part of parts thereof front, measured on the front building line of said lot.

Section 6. Setback of Residence from Street. (a) no part of any residence, except as hereinafter provided, may be erected or maintained on any of the lots hereby restricted nearer to the front street or side street than is the front building line or the side building line shown on said Carriage Hill Ninth Plat on the lot or lots upon which such residence may be erected; provided, however, that the Company shall have and does hereby reserve the right, in the sale and conveyance of any of said lots, to change any building line which is shown thereon, and may at any time thereafter change any such building line which is shown on said plat of any such lot or lots or which may in such sale and conveyance be established by it; provided, however, that in no event shall any building be established which is less than thirty-five feet from the front street or twenty-five feet from the side street; and provided further that no change may be made at any time which will permit the erection or maintenance of any residence on any lot, exclusive of those projections hereinafter set forth, more than two (2) feet nearer to the front street or one (1) foot nearer to the side street than is the front building line or the side building line shown on such plat of such lot or lots. Reference is made herein to front and side building lines for the purpose of determining the location of any residence with reference to the adjoining street, and in case of the relocation of any of said streets, changes may be made in any of said building lines, provided that such building lines shall in no way be established nearer to the new location of any of said streets than are the building lines on said plat with reference to the present location of said street, and provided further that the Company shall have the same privilege of changing the location of any new building lines so established as they have in the case of

those shown on said plat.

(b) those parts of the residence which may project to the front of and be nearer to the front streets and the side streets than the front building lines and the side building lines shown on said plat, and the distance which each may project are as follows:

(1) Window Projections: Bay, bow or oriel, dormer or other projecting windows and stairway landings other than full one and one-half story bay, bow or oriel window or stairway landings, may project beyond the front building lines and the side building lines not to exceed three (3) feet.

(2) Miscellaneous Projections: Cornices, spoutings, chimneys, brackets, pilasters, grill work, trellises and other similar projections and any other projections for purely ornamental purposes, may project beyond the front building lines and the side buildings lines not to exceed four (4) feet.

(3) Vestibule Projections: Any vestibule not more than one story in height may project beyond the front building lines and the side building lines not to exceed three (3) feet.

(4) Porch Projections: Unenclosed or uncovered porches, balconies and terraces may project beyond the front building lines not to exceed four (4) feet, or in respect to any corner lot or lots, any unenclosed or uncovered porches, balconies and terraces may project beyond the side building lines not to exceed four (4) feet.

Section 7. Free Space Required. The main body of any residence, including attached garages, attached greenhouses, ells and porches, enclosed or unenclosed, but exclusive of all other projections set forth above, erected or maintained on any of the lots hereby restricted, or any part or parts thereof, as shown on the above described Carriage Hill Ninth Plat shall not occupy greater than eighty percent (80%) of the width of the lot on which such residence is erected.

In computing the free space required on any lot, or any part

of parts thereof, the measurement shall be made in each case on the front building line or on the front building line projected to the side lines of any lot. Any residence, including attached garages, attached greenhouses, ells and porches, enclosed or unenclosed, shall be set back at least nine (9) feet from both of the side lines of the lot upon which such residence is erected.

Section 8. Types of Roofing Prohibited. Roofs shall be covered with wood shingles. No built-up, asphalt, compositions, rolled or other type of roofing except wood shingles shall be used.

Section 9. Types of Solar, wind, wood heating accessories allowed. Supplementary heating units visibly attached to the structures on the outside must be architecturally neat in appearance, safe to adjacent property owners, and be constructed generally consistent with the structural material of the attached resident, and meet local fire codes. Round "stove pipe" type metal chimneys are prohibited on brick or wood frame houses. Fireplace flues shall be constructed of brick, or insulated wood of the type that matches the existing residential material type. Solar hot water heaters, on roofs, walls, or ground installations, that are obtrusive, and inconsistent with the Architecture and material type of the residence are prohibited. Heating devices or accessories that are to be added or shall be visible on the exterior of the residence shall have plan and specifications showing the nature, kind, shape, height, materials, location & cost submitted to the Architectural Control Committee for review in accordance with paragraph 20 prior to construction or installation.

Section 10. Satellite Receiving Systems Prohibited. No satellite receiving disc, used for the reception of television or radio signals may be placed or constructed on any of the lots or on the roofs of any of the residences constructed on said plat.

Section 11. 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.

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Section 12. Type of Fence Prohibited. No fence greater than five (5) feet in height shall be erected on any of the lots hereby restricted nor shall any fence 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. Any fence constructed shall be wood unless otherwise approved by the Architectural Control Committee.

Section 13. 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 Company; 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 sixty (60) square inches in size and shall be used for the sole and exclusive purpose of designating the street address of said lot or tract.

Section 14. 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.

Section 15. Sight Distances at Intersections. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them to points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property line with the edge of a driveway. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstructions of such sight lines.

Section 17. Sewage Disposal No individual sewage disposal system shall be permitted on any lot.

Section 18. Land Near Parks and Water Courses. No building shall be placed nor shall any material or refuse be placed or stored on any lot within twenty (20) feet of the property line of any part or edge of any open water course, except that clean fill may be placed nearer provided that the natural water course is not altered or blocked by such fill.

Section 19. Above Ground Swimming Pools Prohibited. No above ground swimming pool may be maintained upon any of the lots hereby restricted.

Section 20. Restrictions on Maintaining Pets. No wild, semi-wild or domestic mammals, reptiles or birds may be kept or maintained upon any of the lots hereby restricted without the consent in writing of the Architectural Control Committee, except that no more than two (2) dogs, two (2) cats, two (2) rabbits, or two (2) birds or any combination of the foregoing specific animals listed in this exception not exceeding the aggregate two (2) may be kept on any such lots without such consent.

Section 21. 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.

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 area described in the legal plat of Carriage Hill Ninth Plat lies within the City limits of Gladstone, Missouri, a municipal corporation, and is, in addition to all of the restrictions herein set out subject to the laws, rules, and regulations of the City of Gladstone, Missouri, including but not limited to all zoning rules and regulations made and promulgated by the proper authorities of the City of Gladstone, Missouri.

ARTICLE X

DURATION OF RESTRICTIONS

Each of the restrictions above set forth shall continue and be binding upon the Company and upon its successors and assigns until January 1, 2007, and shall automatically be continued thereafter for successive periods of ten (10) years each; provided, however, that the owners of the fee simple title to more than fifty percent (50%) of the front feet of all of the lots hereby specifically restricted may release all of the land hereby restricted from any one or more of the restrictions herein set forth January 1, 2007, or at the end of any successive ten (10) years period thereafter, by executing and acknowledging an appropriate agreement or agreements in writing for such purposes

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and filing the same for record in the Office of the Recorder of Deeds of Clay County, Missouri, prior to January 1, 2007, or at least one year prior to the expiration of any successive ten (10) year period after January 1, 2007.

IN WITNESS WHEREOF, The Company has, by authority of its board of Directors, caused this instrument to be executed by its President and its corporate seal to be hereto affixed the day and year first written.

J.A. PETERSON ENTERPRISES, INC.

By

*Kenneth L. Riedemann*

Kenneth L. Riedemann, President

*Philip Carey*

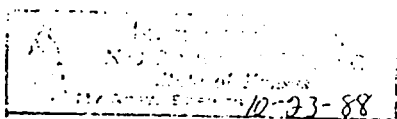
Philip Carey, Head of Development

STATE OF Kansas )

COUNTY OF Johnson )

On this 16th day of August, 1986 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 Johnson Co., Kansas, the day and year last written.



Notary Public, Jean Pemberton  
State of Kansas  
County of Johnson

My commission expires:

10-23-88

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