

AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS

This AMENDED AND RESTATED DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS is made as of this 16th day of
September, 2013, by the undersigned successors to J.A. Peterson
Enterprises, Inc., as GRANTORS, with a mailing address of c/o
4185 N.E. 63rd Terrace, Gladstone, Missouri 64119, in favor of
CARRIAGE HILL 7-9 HOME ASSOCIATION, INC., a Missouri Not-For-
Profit Corporation, GRANTEE, with a mailing address of 4185 N.E.
63rd Terrace, Gladstone, Missouri 64119.

WHEREAS, J.A. Peterson Enterprises, Inc., recorded a
Declaration of Covenants, Conditions and Restrictions in the
Office of the Recorder of Deeds of Clay County, Missouri, on July
12, 1984, in Book 1562, at page 616, as Document No. E84451,
(hereinafter referred to as the "Seventh Replat Declaration")
relating to the following described real property: The Carriage
Hill, Seventh Replat, a subdivision in Clay County, Gladstone,
Missouri;

WHEREAS, the Seventh Replat Declaration in Article V,
Section 3 thereof provides the Seventh Replat Declaration may be
amended by a recorded instrument signed by not less than seventy-
five percent (75%) of the owners of lots within the real property
described in the Seventh Replat Declaration;

WHEREAS, certain owners of real property in Carriage Hill
Seventh Replat recorded an Amendment to Declaration of Covenants,

Conditions and Restrictions Carriage Hill Seventh Replat in the Office of the Recorder of Deeds of Clay County, Missouri, on March 9, 2005, in Book 4930, at page 7 as Document No. 2005010246 modifying the Seventh Replat Declaration in certain respects (the Seventh Replat Declaration as amended shall hereinafter be referred to as the "Seventh Replat Declaration");

WHEREAS, J.A. Peterson Enterprises, Inc., recorded a Declaration of Covenants, Conditions and Restrictions in the Office of the Recorder of Deeds of Clay County, Missouri, on July 2, 1985, in Book 1618, at page 779, as Document No. F9389 (hereinafter referred to as the "Eighth Plat Declaration") relating to the following described real property: The Carriage Hill, Eighth Plat, a subdivision in Clay County, Gladstone, Missouri;

WHEREAS, the Eighth Plat Declaration in Article V, Section 3 thereof provides the Eighth Plat Declaration may be amended by a recorded instrument signed by not less than seventy-five percent (75%) of the owners of lots within the real property described in the Eighth Plat Declaration;

WHEREAS, certain owners of real property in Carriage Hill Eighth Plat recorded an Amendment to Declaration of Covenants, Conditions and Restrictions Carriage Hill Eighth Plat in the Office of the Recorder of Deeds of Clay County, Missouri, on March 26, 2005, in Book 4945, at page 25 as Document No. 2005012846 modifying the Eighth Plat Declaration in certain

respects (the Eighth Plat Declaration as amended shall hereinafter be referred to as the "Eighth Plat Declaration");

WHEREAS, J.A. Peterson Enterprises, Inc., recorded a Declaration of Covenants, Conditions and Restrictions in the Office of the Recorder of Deeds of Clay County, Missouri, on August 8, 1986, in Book 1697, at page 863, as Document No. F44069 and a Declaration of Covenants, Conditions and Restrictions in the Office of the Recorder of Deeds of Clay County, Missouri, on September 2, 1986, in Book 1703, at page 201, as Document No. F46444 (both documents shall hereinafter be jointly referred to as the "Ninth Plat Declaration") relating to the following real property: The Carriage Hill Ninth Plat, a subdivision in Clay County, Gladstone, Missouri;

WHEREAS, the Ninth Plat Declaration in Article V, Section 3 thereof provides the Ninth Plat Declaration may be amended by a recorded instrument signed by not less than seventy-five percent (75%) of the owners of lots within the real property described in the Ninth Plat Declaration;

WHEREAS, certain owners of real property in Carriage Hill Ninth Plat recorded an Amendment to Declaration of Covenants, Conditions and Restrictions Carriage Hill Ninth Plat in the Office of the Recorder of Deeds of Clay County, Missouri, on April 5, 2005, in Book 4956, at page 139, as Document No. 2005014604 modifying the Ninth Plat Declaration in certain respects (the Ninth Plat Declaration as amended shall hereinafter be referred to as the "Ninth Plat Declaration");

NOW THEREFORE, the Undersigned being the successors to J.A. Peterson Enterprises, Inc. (hereinafter jointly referred to as "Declarant") and being the owners of at least seventy-five percent (75%) of the lots within each of the Seventh Replat, Eighth Plat and Ninth Plats do hereby amend and restate the Seventh Replat Declaration, the Eighth Plat Declaration and the Ninth Plat Declaration, to state as follows:

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 insure to the benefit of each owner thereof.

Any structure or improvement in existence prior to September 16, 2013 permitted by prior covenant declarations is grandfathered and may remain and shall not be required to comply with any new restrictions contained herein. However, any new structures or improvements or replacements of existing structures or improvements shall be subject to all requirements hereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to The Carriage Hill 7-9 Home 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 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 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.

Section 6. "Developer" shall mean and refer to J.A. Peterson Enterprises, Inc., its successors and assigns.

ARTICLE II

HOMES ASSOCIATION

Section 1. Every owner of a property herein described shall be a member of the Carriage Hill 7-9 Home Association, Inc., 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 therefore, 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 7-9 Home Association, Inc. 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 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 7-9 Home Association, Inc.

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.

ARTICLE IV

ARCHITECTURAL CONTROL

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 Control Committee composed of three (3) persons appointed by the board of Carriage Hill 7-9 Home Association, Inc. for one year terms. In the event the Architectural Control Committee fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, the Board of Directors of the Carriage Hill 7-9 Home Association, Inc. shall exercise said authority of architectural control. If said Board shall not act to approve or disapprove such design and location within sixty (60) days after submission, approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE V

GENERAL PROVISIONS

Section 1. Enforcement. The Carriage Hill 7-9 Home Association, Inc., 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 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 the lot owners.

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 twenty years from the date hereof, 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 the Carriage Hill Seventh Replat, the Carriage Hill Eighth Plat, and the 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 height may be erected hereon 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 Right-of-Way.

(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 right-of-way or side street right-of-way than is the front building line or the side building line shown on said Carriage Hill Seventh Replat, Carriage Hill Eighth Plat or Carriage Hill Ninth Plat on the lot or lots upon which such residence may be erected; provided, however, that the Architectural Control Committee 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, the setback must comply with the plat requirements and that in no event shall any building be established which is less than

thirty-five feet from the front street right-of-way or twenty-five feet from the side street right-of-way in Plat 8 and Plat 9 and thirty feet from the front street right-of-way or twenty feet from the side street right-of-way in Replat 7; 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 right-of-way or one (1) foot nearer to the side street right-of-way 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 right-of-way, and in case of the relocation of any of said street right-of-ways, 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 street right-of-ways than are the building lines on said plat with reference to the present location of said street right-of-way, and provided further that the Architectural Control Committee 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 street right-of-way and the side street right-of-way 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 Seventh Replat, Carriage Hill Eighth Plat and 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 of residences and any accessory structures and any protruding roof structures shall be covered with either wood shingles or asphalt composition shingles comparable to Timberline Weathered Wood Blend. However, a different roofing material may be used if specifically approved in writing by the Architectural Control Committee prior to construction or installation.

Section 9. Types of Supplementary Energy Sources, Solar, wind, wood heating accessories allowed. Supplementary energy sources 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 or supplementary energy sources, on roofs, walls, or ground installations, that are obtrusive, and inconsistent with the architecture and material type of the residence are prohibited. Heating devices, solar, or energy 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 and cost submitted to for review, and approved by, the Architectural Control Committee in accordance with Article 4 prior to construction or installation.

Section 10. Satellite Receiving Systems Prohibited. No satellite receiving disc, used for the reception of television or radio signals shall be installed forward of the front or side of any building or structure adjacent to any public street. Satellite receiving antennas must be 24 inches in diameter or less. Plans for Satellite Receiving Systems must be submitted to the Architectural Control Committee for review and approval in accordance with Article 4 prior to construction or installation.

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.

Section 12. Type of Fence Prohibited. No Fence greater than six (6) feet in height shall be erected on any of the lots hereby restricted nor shall any fence extend within the area

between the building setback 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. All fences must comply with the Gladstone City Ordinance for residential fences. Plans for fencing must be submitted to the Architectural Control Committee for review and approval in accordance with Article 4 prior to construction or installation.

Section 13. Billboards Prohibited. No sign shall be placed or maintained in any Common Areas without the approval of the Architectural Control Committee in accordance with Article 4 prior to construction or installation. 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 Architectural Control Committee; 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 consistent with the harmony of the external design and location in relation to the surrounding structures and topography and shall be used for the sole and exclusive purpose of designating the street address and/or residents 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. 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 incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

Section 16. 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 Seventh Replat, Carriage Hill Eighth Plat and 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 Owners of Lots and upon their successors and assigns until twenty (20) years from the date hereof, 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 Lots hereby specifically restricted may release all of the land hereby restricted from any one or more of the restrictions herein set forth twenty (20) years from the date hereof, 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 and filing the same for record in the Office of the Recorder of Deeds of Clay County, Missouri, prior to the date twenty (20) years from the date hereof, or at least one year prior to the expiration of any successive ten (10) year period after such date.