

STATE OF MISSOURI  
COUNTY OF JACKSON  
RECORDED

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DECLARATION OF RESTRICTIONS

1991 NOV 13 A 8:58.5

12181P 726

STONECREEK, 11th Plat  
Lots 206 thru 209

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12181P 726  
COUNTY OF JACKSON, MO.  
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300  
400  
200  
3900  
L. H. [unclear]

PARKER-JONES DEVELOPMENT CO., INC., a Missouri corporation (herein "Declarant"), the owner of the following described property, to wit: 08-2403

44/518

STONECREEK, 11th Plat, Lots 206 thru 209, a subdivision in Blue Springs, Jackson County, Missouri,

for the purpose of securing the orderly, uniform and controlled improvement, development and maintenance of said property, and to further and fulfill the objective that Declarant, its successors, assigns and future grantees may be protected and assured that the above described lands shall be improved, developed, used and maintained as a high class residential subdivision, hereby declares that the above described lands are held and shall be conveyed subject to the reservations, restrictions, and covenants hereinafter set forth:

ARTICLE I  
USE RESTRICTIONS

Section 1. Use of Land. Lots 206 thru 209 may not be improved, used, or occupied for other than private single family residential purposes (except for model homes approved by the Declarant) and no flat or apartment house, although intended for residential purposes, may be erected thereon. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any portion of any Lot at any time as a residence, either temporarily or permanently. No Lot may be improved, used or occupied for purposes other than as provided by applicable zoning laws and restrictions filed of record in relation thereof. No more than one single family residence may be erected on any restricted Lot.

Notwithstanding any other provision of this Article, it shall be expressly permissible for the Declarant and its contractors and subcontractors to maintain, during the period of construction of any improvements upon any Lot, such facilities as in the sole opinion of the Declarant may be reasonably required, convenient or incidental to the construction of such improvements.

Section 2. Height Limitation. No residence erected on any of said lots shall be more than two (2) levels in height, above ground, provided that a residence more than two (2) stories in height may be erected on any of said Lots with the written consent

of the Declarant or the Architectural Review Board, after its appointment.

Section 3. Minimum Size Requirements.

(a) Any residence constructed on Lots 206 thru 209 shall contain a minimum of 2,500 square feet of total enclosed floor area above ground level.

(b) The words "enclosed floor area" as used herein shall mean and include areas of the residence enclosed and finished for all year occupancy, computed on outside measurements of the residence, and shall not mean or include any patio areas, basements, garages, carports, porches, breezeways or attics. The words "ground level" as used herein shall mean the ground elevation of a lot when finish graded at the front of any residence as constructed on such lot, extended on a plane from front to back of the residence. Deviations from the foregoing minimum square footage may only be granted by the Declarant in its discretion, if Declarant determines such variations shall not be detrimental to the subdivision when viewed as a whole unit.

Section 4. Aboveground Pools Prohibited. No above ground swimming pools shall be erected, installed, constructed and/or maintained by an Owner on any Lot, other than an entirely portable and movable wading pool.

Section 5. Building Lines. No dwelling or residence shall be located nearer to the front Lot lines or side Lot lines than as indicated on the recorded plat map. Declarant reserves the right to permit the construction of a dwelling on said property on any lot three feet nearer to any street line which abuts such lot by executing and recording a proper instrument in writing changing the building setback line.

Section 6. Garages. Each residence shall have an attached or basement private garage for not less than two (2) cars. The driveway on each Lot shall contain sufficient paved area for the off street parking of at least two (2) cars. All garages facing any street must be equipped with doors which shall be kept closed as much as practicable to preserve the appearance of the elevation of the house fronting on the street.

Section 7. Exterior Finish. All residences shall be required to have a front exterior finish composed predominantly of brick, wood siding, wood shingles, masonite, stucco, brick veneer, brick or stone or a combination thereof which finish shall be specified in the plans and specifications submitted for approval under the requirements of Article II on Architectural Control. (Any deviation from the foregoing requirements shall be based upon a specific request to the Declarant for relief from the foregoing requirement at the time of the submission of plans per Article II.

The Declarant reserves to itself under the provisions of Article II the authority to waive the foregoing requirements in its discretion exercised on a case by case basis. The decision of the Declarant shall, in any event, be final.)

Section 8. Outbuildings Regulated. Declarant reserves the right to regulate and control the erection, construction or placement of any outbuilding on any of the Lots. The construction of any barns or storage sheds is discouraged, provided however, that Declarant may, in its discretion, grant approval pursuant to Article II for the erection of one such outbuilding on a Lot provided that such outbuilding is erected from materials and is an architectural style which is consistent with the resident already erected on such Lot. The construction of appropriate pool house or gazebos or ornamental structures is not discouraged, by Declarant, provided however that any construction, erection or placement of same is subject to the advance Architectural Control Requirements of Article II.

Section 9. Roofing Material. Any residence or other approved buildings constructed on Lots 206 thru 209 shall be roofed with roofing material consisting of GAF-Timberline Roofing shingles described by GAF as "Weathered Gray" (310 lbs. per square approximate weight), manufactured to have the appearance of weathered wood roofing shingles, or other composition roofing shingles being equivalent in weight and appearance, in Declarant's judgment, to GAF-Timberline, Weathered Gray shingles. Any equivalent roofing materials, as well as any different roofing material, proposed to be used due to the pitch or slope of a roof must be first submitted to Declarant for approval and approved pursuant to Article II.

Section 10. Hard Surfaced Driveways Required. Every residence shall be serviced by a hard surfaced dust free driveway which shall provide access across the residence owner's property from a dedicated road to the residence's garage. Such driveway shall be paved with a concrete or asphalt or similar surface. No gravel, chat, fly ash, dirt or similar driveway surface shall be allowed.

Section 11. Resubdivision of Lots Restricted. None of the Lots hereby restricted shall be replatted or resubdivided by the Owner or Owners thereof.

Section 12. Trees and Landscaping Required.

(a) Promptly upon completion of a residence on any Lot, and at all times thereafter, the Owner shall maintain, plant and/or cause to be planted within twenty feet of the street curb and along the frontage of such Lot a minimum of one deciduous or upright evergreen tree for every fifty (50) feet or portion thereof of frontage which such Lot has upon a publicly dedicated street or

road. No two such required trees shall be planted any closer together than thirty (30) feet from one another. Such trees shall at all times be in one or more of the following groups and meet the following minimum size requirements:

Medium and large deciduous shade trees which shall be sized to a minimum size of 4 inches in caliper when measured 6 inches above ground level.

Upright evergreens which shall have a minimum height of 8 feet from the ground level.

(b) In addition to the foregoing, each Owner of Lots 206, 207, 208 and 209 shall, at all times following the completion of a residence thereon, maintain on their Lot sufficient additional trees so that each such Lot shall have a minimum of ten (10) trees on such Lot. The additional trees required by this paragraph shall at all times be in one or more of the following groups and meet the following minimum size requirements:

Medium and large deciduous shade trees which shall be sized to a minimum size of 1-3/4" in caliper when measured 4 inches above ground level.

Upright evergreens which shall have a minimum height of 4 feet from the ground level.

(c) The classification system used to determine whether or not a tree falls within the categories listed above shall be the system for same established by the American Association of Nurserymen or such organization's successor by any merger or consolidation or a similarly established organization if the foregoing organization ceases to exist.

(d) The front exterior of all residences shall at all times be landscaped with appropriate ornamental foundation plantings which shall be installed in accordance with a Declarant approved landscape plan per Article II, Section 2, within thirty (30) days of completion of the residence. Such landscape planting shall be maintained, cared for and replaced as needed by appropriate horticultural practices.

(e) Within thirty (30) days following the completion of a residence on any Lot hereby restricted, the front yard and side yards shall be sodded, plugged or sprigged so as to promptly provide a uniform lawn of grass or other ground cover commonly used as lawn ground cover material. Within the same period as aforesaid, the rear yard shall be sodded, plugged, sprigged or seeded so as to promptly provide a uniform cover of grass, or other ground cover commonly used as lawn ground cover material.

Section 13. Commercial Activity Prohibited. No commercial activity of any kind shall be conducted on any Lot, but nothing herein shall prohibit the carrying on of promotional activities by the Declarant for the sale of new construction by the Declarant or other builders.

Section 14. Uncompleted Structures. No building shall be permitted to stand with its exterior in an unfinished condition for longer than nine (9) months after commencement of construction. In the event of fire, windstorm, or other damage, no building shall be permitted to remain in a damaged condition longer than three (3) months. No building shall be occupied until the exterior shall have been completed and a certificate of occupancy issued.

Section 15. Easements. Easements for installation and maintenance of utilities and drainage facilities are and will be reserved by Declarant as shown on the recorded plat of said land. Such easements shall include the right of ingress and egress for construction and maintenance purposes. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each Lot and all improvements in it shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utility company is responsible.

Section 16. Nuisances. No noxious or offensive trade or activity shall be carried on upon any portion of the Property, nor shall anything be done thereon that may be or become a nuisance or annoyance to the neighborhood.

Section 17. Utilities. Water, gas, lights, telephone and other utilities shall be located underground on each residential Lot, except perimeter Lots and other tracts of land.

Section 18. New Construction. All residences and other buildings permitted hereby on residential Lots shall be initially new construction. No building shall be moved onto any of such Lots.

Section 19. Animals Prohibited; Pet Enclosures Regulated. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lots except that dogs, cats or other household pets not to exceed two (2) in number may be kept, provided they are not kept, bred or maintained for any commercial purpose. In no event shall such animals be kept on any Lot if they unreasonably disturb the Owner or residents of any other Lot. All animals shall be confined on the Owner's Lot and for the mutual benefit of all the Owners, no animal shall be allowed off of the Owner's Lot, except

when on a leash or when in direct and constant control of the Owner thereof or a member of his family. The construction, placement or erection of any structure, enclosure, cage, dog pen, dog run, or other device used to confine or house dogs, cats or other household pets on any lot, outside of the interior portion of the residence, is hereby made expressly subject to the terms and conditions of Article II. Declarant reserves the right to require appropriate and adequate screening as a condition to the approval of any plans for an exterior pet enclosure.

Section 20. Advertising Prohibited. No advertising signs (except one of not more than five (5) square feet "For Rent" or "For Sale" sign per Lot), billboards, unsightly objects, or nuisances shall be erected, placed or permitted to remain on any Lot, nor shall any Lot be used in any way for any purpose which may endanger the health or unreasonably disturb the Owner of any Lot or any resident thereof. No business activities of any kind whatsoever shall be conducted on any Lot or on any portion of any Lot, provided, further however, that the foregoing covenants shall not apply to the business activities, signs and billboards or the construction and maintenance of structures by the Declarant or other builders of residential structures during the construction and sale period.

Section 21. Screening Required. All equipment, woods piles and storage piles shall be kept screened by adequate planting or fencing so as to conceal them from view of neighboring Owners of Lots. All rubbish, trash, or garbage shall be regularly removed from each Lot, and shall be kept in sanitary containers inside of the residence except on days of trash pick-up. No clothes lines shall be permitted and no trash burning shall be permitted on any Lot.

Section 22. Antennas Prohibited. No exterior television or radio antennas of any sort shall be placed, allowed or maintained on any portion of any Lot. The foregoing prohibition shall expressly extend to satellite dishes or other devices designed to receive, transmit or pick up radio or television transmission signals from the air.

Section 23. Storage Tanks. No tank for the storage of fuel may be maintained on any Lot above the surface of the ground, except by Declarant or builders during construction.

Section 24. Automotive Repair Prohibited. No automotive repair or rebuilding or any other form of automotive manufacture, whether for hire or otherwise, shall occur on any Lot or Common Area hereby restricted.

Section 25. Parking and Storage of Vehicles Prohibited. No school buses, tractors, trucks over 3/4 ton, recreational vehicles, motor homes of any class or type, boats, unmounted campers,

trailers, unlicensed or inoperable or partially disassembled automobiles or other motor vehicles or trailers shall be regularly parked in the open on any Lot or at the curb and in any event not more than 12 hours at any one time. In addition to the foregoing, no automobiles or motor vehicles owned, leased or utilized by the owners or occupants of any Lot hereby restricted shall be parked on the street or at the curb adjoining any such Lot for periods in excess of 3 hours at any one time.

Section 26. Trash. No trash, refuse, grass clippings or ashes shall be thrown, dumped or placed upon any undeveloped portions of the property.

Section 27. Declarant's Business Activities. Declarant or the transferees of Declarant shall undertake the work of developing all lots included within the subdivision. The completion of that work, and the sale, rental, or other disposal of residential units is essential to the establishment and welfare of the subdivision as an ongoing residential community. In order that such work may be completed and the subdivision be established as a fully-occupied residential community as soon as possible, nothing in this Declaration shall be understood or construed to:

(a) Prevent Declarant, Declarant's transferees, or the employees, contractors, or subcontractors of Declarant or Declarant's transferees from doing on any part or parts of the subdivision owned or controlled by Declarant or Declarant's transferees or their representatives, whatever they determine may be reasonably necessary or advisable in connection with the completion of such work;

(b) Prevent Declarant, Declarant's transferees, or the employees, contractors, or subcontractors of Declarant or Declarant's transferees from constructing and maintaining on any part or parties of the subdivision property owned or controlled by Declarant, Declarant's transferees, or their representatives, such structures as may be reasonably necessary for the completion of such work, the establishment of the subdivision as a residential community, and the disposition of lots by sale, lease, or otherwise;

(c) Prevent Declarant, Declarant's transferees, or the employees, contractors, or subcontractors of Declarant or Declarant's transferees from conducting on any part or parts of the subdivision property owned or controlled by Declarant or Declarant's transferees or their representatives, the business of completing such work, of establishing the subdivision as a residential community, and of disposing of lots by sale, lease, or otherwise; or

(d) Prevent Declarant, Declarant's transferees, or the employees, contractors, or subcontractors of Declarant of

Declarant's transferees from maintaining such sign or signs on any of the lots owned or controlled by any of them as may be necessary in connection with the sale, lease, or otherwise of subdivision lots.

As used in this section, the words "Declarant's transferees" specifically exclude purchasers of lots improved with completed residences.

## **ARTICLE II** **ARCHITECTURAL CONTROL**

Section 1. Purpose. The purpose of the provisions contained in Article II is to regulate the exterior design, appearance, use, location and maintenance of any improvements erected, installed or made on any Lot in such manner as to preserve and enhance the values thereof and to maintain a harmonious relationship among structures and the natural vegetation and topography, and further to assure compliance with all the restrictions contained herein.

Section 2. Conditions. No improvements, alterations, repairs, excavations, changes in grade or other work which in any way alters the exterior of any property or the improvements located thereon from its natural or improved state existing on the date such property was first conveyed in fee by the Declarant to an Owner shall be made or done without the prior approval of the Declarant. No building, fence, wall, residence, or other structure shall be commenced, erected, maintained, improved, altered, made or done without the prior written consent of the Declarant. No application for approval of any of the foregoing shall be deemed to have been submitted unless and until detailed plans and specifications showing the nature, kind, shape, height, color, materials, location and elevation shall have been submitted in writing to the Declarant, including a landscaping plan for the front exterior of the residence.

Section 3. The Architectural Review Board. An Architectural Review Board consisting of three or more persons shall fulfill the functions of the Declarant, as set forth in this Article II at such time as the Declarant no longer owns any of the Lots hereby restricted or voluntarily relinquishes the authority to so function. Such Board shall be appointed by the Board of Directors of the Stonecreek Homes Association.

Section 4. Procedures. In the event the Declarant fails to approve, modify or disapprove in writing an application within thirty (30) days after plans and specifications in writing have been submitted to it, in accordance with adopted procedures, approval will be deemed granted. The applicant may appeal an adverse Architectural Review Board decision to the Board of Directors of the Homes Association, which may reverse or modify such decision by a two-thirds (2/3) vote of the directors. No appeal may be taken from a decision of the Declarant.

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**ARTICLE III**  
**GENERAL PROVISIONS**

**Section 1. Enforcement.** Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages or both. Any such action may be initiated by the Declarant, any owner, or the Stonecreek Home Owners Association created and referred to herein. Failure by the Declarant or any owner to enforce any covenant or restriction therein contained shall in no event be deemed a waiver of the right to do so thereafter. In addition to any other remedy provided herein, a party seeking the enforcement of this Declaration and/or restrictions contained herein, shall be entitled to such party's reasonable attorneys fees, court costs and other costs of litigation from a party found to be violating the terms and conditions hereof.

**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. Duration 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 said restrictions shall be automatically extended for successive periods of ten (10) years. The covenants and restrictions of this Declaration may be amended during the first twenty (20) year period by an instrument signed by the owners of not less than seventy-five (75) percent of the land area hereby restricted and thereafter, by an instrument signed by the owners of not less than two-thirds of the land area hereby restricted; provided however, that the terms and provisions contained herein may not be amended or repealed so long as Declarant owns any lot subject to the provisions of this instrument without the affirmative written consent of Declarant to such amendment or revocation.

Any amendment provided for hereunder shall become effective when the instrument of amendment is properly executed, acknowledged and filed for record in Jackson County, Missouri, in the Director of Records office in Independence.

**Section 4. Notices.** Any notice required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Owner at the time of such mailing.

**Section 5. Language Variation.** The use of pronouns or of singular or plural as used herein shall be deemed to be changed as necessary to conform to actual facts.

