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# DECLARATION OF RESTRICTIONS

## STONECREEK, 22nd PLAT LOTS 416 THRU 437

DAMAR, Inc. a Missouri Corporation (herein "Declarant"), the owner of the following described property, to wit:

StoneCreek, 22 plat, lots 416 thru 437, a subdivision in Blue Springs, Jackson County, Missouri.

For 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 sub-division, hereby declares that the above described lands are held and shall be conveyed subject to the reservations, restrictions hereinafter set forth:

### ARTICLE I USE RESTRICTIONS

**Section 1. Use of Land.** Above described lots 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 temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any portion of any Lot 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 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.

### **Section 3. Minimum Size Requirements.**

- (a) Any residence constructed on a described Lot shall contain a minimum of 1,600 square feet of total enclosed floor area above ground level.
- (b) The words "enclosed area" as used herein shall mean and include areas

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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 area, 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 be not detrimental to the sub-division 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 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 (3) feet nearer to a street 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 private garage for not less than (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 finished composed predominantly of brick, wood siding, wood shingles, masonite, stucco, brick veneer or stone or a combination thereof which 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 foregoing requirement at the time of the submission of the plans per ARTICLE II. The Declarant reserves to itself under 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 residence 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 approval of the Architectural Control Requirements of ARTICLE II.

**Section 9. Roofing Material.** All residences or other approved buildings shall be roofed with roofing material consisting of asphalt, fiberglass or composition shingle roofing having the appearance of "weathered gray".

**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 similar surface. No gravel, chat, fly ash, dirt or similar driveway surface shall be allowed.

**Section 11. Re-subdivision of Lots Restricted.** None of the Lots hereby restricted shall be re-platted or re-subdivided by the Owner or Owner thereof.

**Section 12. Trees and Landscaping Requirements.** Landscaping shall comply fully with the City of Blue Springs requirements. Compliance must occur within sixty (60) days following the completion of any Lot hereby restricted. The front yard, side yard, and rear yard shall be sodded, plugged or sprigged so as to promptly provide a uniform lawn of grass or the 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, home offices which are not open for retail, or providing child care for six (6) or fewer children other than the Owner's children. If childcare is provided, a privacy fence, which has been approved pursuant ARTICLE II, must be installed.

**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.**

(a) **Utility/Drainage Easements.** Easements for installation and maintenance of utilities and drainage facilities are dedicated to public authorities and/or utility companies and reserved by Declarant as shown on the recorded plat of **STONECREEK, 22<sup>ST</sup> Plat** (therein and herein referred to as "utility Easements" or "U.E." and Drainage Easements or "D.E."). Such Utility and Drainage Easements shall be deemed to grant and include the right of ingress and egress for construction and maintenance purposes. Within these Utility and Drainage 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 or flow of drainage channels in the said easements, or which may obstruct or restrain the flow of water through the drainage channels in the Utility or Drainage Easements. The Utility and/or Drainage Easement areas 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, and except for landscape plantings as set forth in the next succeeding sub-paragraph.

(b) **Landscape Easements.** Easements for the installation and maintenance of

landscape plantings, visual screenings, berms and the like are dedicated, created granted and reserved by Declarant as more particularly set forth on the recorded plat of **STONECREEK 22<sup>ST</sup> Plat** (therein and herein referred to as "Landscape Easements" "L.E."). No Owner shall, within these Landscape Easements, erect, install, or maintain any structure, fence or other improvement. Any landscape plantings whether now or hereafter installed within any such Landscape Easements shall be maintained, replaced and cared for as Common Area facilities. The lawn portion of such Landscape Easement area shall be maintained continuously by the Owner of any such Lot across whom a Landscape Easement is dedicated.

**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 on each residential Lot.

**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 on any Lot 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 Owner's, 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 family 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 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 the other builders of residential structures during the construction and sale period.

**Section 21. Screening Required.** All equipment, wood piles and storage piles shall be screened by adequate planting or fencing so as to conceal them from view of neighboring Owners of Lots. Storage and screening shall be done on the Lot of the Owner. 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 day of trash pick-up. No clotheslines 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 in excess of two (2) feet in diameter. The Architectural Review Board shall approve the location of all satellite dishes.

**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 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 busses, tractors, trucks over 1 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 parked in the open on any Lot or at the curb. In addition to the foregoing, no automobiles owned, leased or utilized by the owner 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 six (6) 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 sub-division. The completion of that work, and the sale, rental, or other disposal of residential units is essential to the establishment and welfare of the sub-division as an ongoing residential community. In order that such work may be completed and the sub-division 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 transferee, or the employees, contractors, or sub-contractors of Declarant or Declarant's transferee from doing any part or parts of the sub-division owned or controlled by Declarant or declarant's transferee 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 transferee, or the employees, contractors, or sub-contractors of Declarant or Declarant's transferee from constructing and maintaining on any part or parties of the sub-division property owned or controlled by Declarant, Declarant's transferee, or their representatives, such structures as may be reasonably necessary for the completion of such work, the establishment of the sub-division as a residential community, and the disposition of Lots by sale, lease, or otherwise.

(c) Prevent Declarant, Declarant's transferee, or the employees, contractors, or sub-contractors of Declarant or Declarant's transferee from conducting on any part or parts of the sub-division property owned or controlled by Declarant or Declarant's transferee or their representatives, the business of completing such work, of establishing the sub-division as a residential community, and of disposing of Lots by sale, lease, or otherwise, or.

(d) Prevent Declarant, Declarant's transferee, or the employees, contractors, or sub-contractors of Declarant or Declarant's transferee from maintaining such 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 the sub-division Lots.

As used in this Section, the words "Declarant's transferee" 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 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 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 detailed plans and specifications showing the nature, kind, shape, height, color, material, location and elevation shall have been submitted in writing to the Declarant, including landscaping plan for the exterior of the residence.

**Section 3. The Architectural Review Board.** An Architectural Review Board consisting of three (3) 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 the plans and specifications in writing have been submitted to it, in accordance with the adoption proc-

edures, approval will be deemed granted. After the Declarant has relinquished the authority set out in Section 3 above, an 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.

### ARTICLE III

#### General Provisions

**Section 1. Enforcement.** Enforcement of these covenants 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 Homes 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 judgement or court order shall in no way affect any other provision, 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 percent (75%) of the land area hereby restricted and hereafter, by an instrument signed by the owners of not less than two-thirds (2/3) 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 changes as necessary to conform to actual facts.



## ARTICLE IV

### Association Membership

**Section 1. Membership.** Each Owner of a Lot, which becomes a Member of the StoneCreek Homes Association, hereinafter referred to as "Association". On the day after the Owner resides in the home on the Lot, the Owner shall be responsible to pay all dues and assessments of said Association. A partial year's dues shall be prorated. Each Owner (not withstanding the number of Lots owned) shall be entitled to one (1) Association Membership and one (1) vote in the Association as a Member so long as the Owner remains an Owner of such Lot(s), and such Owner shall specify in writing to the Association the name of the individual who holds the Association Membership. In the absence of such written specification, Assessments shall be charged against the Lot and Owner thereof, but there shall be no right to vote the Membership. The Member must be an individual who, is either an Owner, or if the Owner is or includes another individual, the Member may be an individual who is a partner if the Owner is or includes a corporation, or a beneficiary of a trust if the Owner is or includes a trust, or an Owner of an entity if the Owner is or includes a person other than an individual, partnership, a corporation or a trust. Anything in this sub-section to the contrary notwithstanding, where a Lot is owned of record in any manor of joint or common ownership, the joint or common Owners thereof shall share among them the rights (including voting rights) given to an Owner pursuant this Declaration, which they shall jointly determine. With respect to voting rights in particular, joint or common ownership of a Lot shall entitle the Owners thereof to a total of one (1) vote, to be exercised in whatever manor they shall jointly determine.

**Section 2. Voting.** A builder of a residence on a Lot, although an Owner, shall not be entitled to any vote in the Association unless and until such builder occupies the Living Unit as such builder's sole place of residence.

**Section 3. Successors.** Subject to the provisions of this ARTICLE IV, once a Member has been specified as an Owner, a successor Member may only be specified as such Owner upon at least fifteen (15) days prior notice to the President of the Association; provided, however, the foregoing shall not impair any other provisions of ARTICLE IV.

**Section 4. Transfer.** A Membership shall not be transferred, pledged or alienated in anyway, except as herein expressly provided. Subject to the provisions of ARTICLE IV, an Association Membership shall automatically be transferred to a new Owner upon the transfer of the Lot to which it appertains (and then only to such transferee), whether by sale, intestate succession, testamentary disposition, foreclosure of a mortgage or other legal process transferring fee simple title to such Lot.

IN WITNESS WHEREOF, the above-named Declarant has caused this instrument to be executed this 14 day of May, 2003.

DAMAR, INC.

Athal W ShROUT 5-14-03  
Athal W ShROUT Date  
Vice President

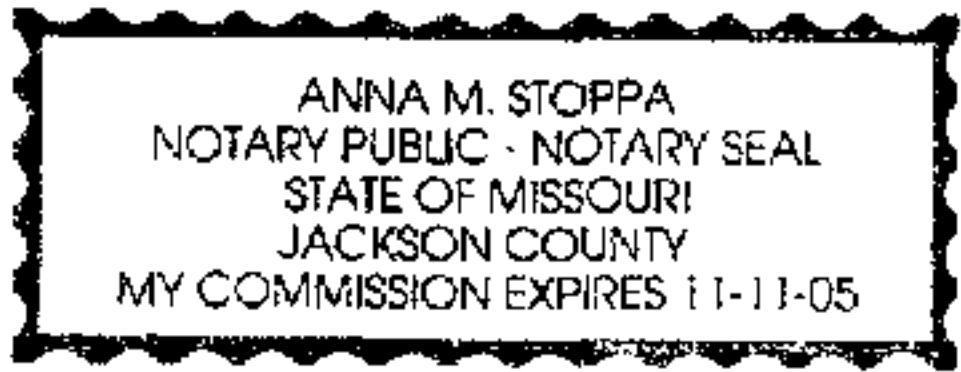
STATE OF MISSOURI )  
                                          ) ss.  
COUNTY OF JACKSON )

On this 14 day of May, 2003, before me, the undersigned, a Notary Public in and for said County and State, personally appeared ~~Martin D ShROUT~~, known to me to be the same persons whose name are subscribed to the foregoing instrument and acknowledged that they executed the said instrument as their free and voluntary act as ~~such members~~, and as the free and voluntary act of the said ~~limited liability company~~, for the uses and purposes therein set forth. ~~Athal W. ShROUT~~  
**\*\* Corporation \*\*** as Vice President

Witness my hand and notarial; seal the day and year in this certificate above written.

Anna M. Stoppa  
Notary Public

My Commission Expires \_\_\_\_\_



after recording return to: REALTY TITLE COMPANY

FILE NO: MD209811  
Anna Lee's Summit

ATTN: \_\_\_\_\_