

STONE CREEK - SECOND PLAT

08-2403

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DECLARATION OF RESTRICTIONS

Dated: August 22, 1985

Filed:

Document No.

Lots 30 thru 35, ^{+ 40} inclusive

PARKER-JONES DEVELOPMENT CO., a Partnership, the owner of the following described property, to wit:

All of lots 30 thru 35 and 40, inclusive, Stone Creek - SECOND PLAT, a subdivision in Blue Springs, Jackson County, Missouri,

for the purpose of securing orderly and uniform improvements of said property, and to the objective that the undersigned, its successors, assigns and future grantees may be protected and assured that the above described lands shall be used for high class residential purposes, we the undersigned, hereby declare that the above described lands are held and shall be conveyed subject to the reservations, restrictions, and covenants hereinafter set forth:

SECTION I - USE OF LAND

The above lands, or any portion thereof, may be improved, used or occupied for private residence purposes only and no flat or apartment house, though intended for residential purpose, may be erected thereon.

All improvements shall be single-family residence, and no residence shall be of more than two (2) stories, except that split-level construction shall be permitted, unless otherwise approved by the developers.

No dwelling or residence shall be located nearer to the front or side lot lines as indicated by the building set-back lines shown on the recorded plat of the above premises, except that the undersigned developers hereby reserve the absolute right and privilege to modify, cancel, alter or amend said lines as shown thereon, by filing appropriate instrument in the office of the Recorder of Deeds at Independence, Jackson County, Missouri, by no more than three (3) feet.

No trailer, basement, tent, shack, garage, barn or other out buildings shall at any time be used as a residence, temporarily or permanently, nor shall any residence of temporary character be permitted.

No structure shall be moved onto said premises from another location and no dwelling or residence shall be occupied until fully completed, and such dwelling or residence must be fully completed within nine (9) months after the first earth excavation is started.

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, further provided that not more than two (2) dog or two (2) cat or two (2) other household pet shall be kept on any residence lot.

No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done which may be or become any annoyance or nuisance to the neighborhood.

There shall not be any Docks or Motorized Boats allowed upon the lake, nor Boats left on the surrounding property, or the lake for more than eight (8) hours.

SECTION II - APPROVAL OF PLANS AND SPECIFICATIONS OF
IMPROVEMENTS PERMITTED.

No building shall be erected, placed or altered on any lot until the building plans, specifications and plot plan showing the location of the improvements or alterations have been approved in writing as to conformity and harmony of external design with existing structures, and as to location with respect to topography and finished ground level, by PARKER-JONES DEVELOPMENT CO. and a complete set of plans and specifications permanently with the said developer.

No fencing shall be permitted on any lot unless the same chain link fence, or other approved decoration fencing, and approval for all fencing must be obtained in the manner and method as set out in the foregoing paragraph, except that no fencing shall be permitted nearer to the front street line than the rear lines of the residence improvements, except that decorative railings along the walkways may be authorized upon submission of plans for approval with plans and specifications.

All improvements shall be connected with the sanitary sewer system which is now, or shall be, constructed to serve the above premises. No other sanitary provision, septic tank or other device for sewage disposal shall be installed or permitted to remain on any lot.

No residence shall be erected having a ground floor square foot area of less than 1400 square feet with basement garage, or 1200 square feet with double car attached garage, unless approved by PARKER-JONES DEVELOPMENT CO.

No residence shall have less than two (2) garages or more than three (3) garages, which may be attached or basement garages. All driveways shall be poured concrete or asphalt, and shall extend to the curbside of the street upon which the premises fronts, unless approved by Parker-Jones Development Company.

All outside walls shall be wood siding, wood shingles, stone, brick, brick veneer, stucco or masonite. Any other materials must be approved by PARKER-JONES DEVELOPMENT CO. All houses shall have some brick or stone on the front of the structure as well as a wood burning fireplace. All roofs shall be weathered gray comp. and all windows will be wood, unless otherwise approved by PARKER-JONES DEVELOPMENT CO.

SECTION III - SIGNS, BILLBOARDS & MISCELLANEOUS PROVISIONS

The construction or placing of signs, billboards or advertising structures of any kind is prohibited, except that one sign advertising the rental or sale of property is permitted, provided it does not exceed five (5) square feet in size, and further that the developer may maintain a large sign or signs pertaining to said development prior to completion.

No tanks for storage of oil or other fluids may be maintained on any portion of the premises above the surface of the ground, except by PARKER-JONES DEVELOPMENT CO. during construction.

There shall be no trash or garbage containers of any kind on lot. Trash containers must be in basement or garage except on trash pick-up day. No trash, ashes or other refuse shall be thrown or dumped upon any undeveloped portion of said lands.

The street or driveway of any house or garage or any part of any yard for any house or garage shall not be used for any regular parking of any vehicle except automobile, one half (1/2), three quarter (3/4) ton pickups, and no vehicle except automobiles shall be parked overnight outside of garages, and no cars left outside over ten (10) days, inoperable, unless approved by PARKER-JONES DEVELOPMENT CO.

There shall be no permanent outside clothes lines, or any exterior attached or detached TV or radio antennas of any kind unless approved by PARKER-JONES DEVELOPMENT CO.

SECTION IV - DURATION AND ENFORCEMENT

These restrictions and covenants are to run with the land and shall be binding on all parties and all persons claiming under them until June 11, 1995, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless the then owners of a majority of the lots in the said subdivision shall, before the expiration of said original term, or any extension thereof, by an instrument executed, acknowledged, and recorded in the office of the Recorder of Deeds for Jackson County, Missouri, at Independence, changing or modifying the same in whole or in part.

Each of the restrictions and covenants herein set forth shall run with the land and bind the present owners, its successors and assigns and all parties claiming by, through or under them, shall be taken to hold, agree and covenant with the owner of said tract, to conform to and observe said restrictions and covenants.

The owner or owners of any portion of the above lands shall have the right to sue for and obtain an injunction, prohibitive or mandatory, to prevent the breach of or to enforce the observance of the restrictions and covenants above set forth, in addition to the ordinary legal action for damages, and the failure of the owners of said premises hereby restricted to enforce any of the restrictions and covenants shall not be a waiver of the rights to do so thereafter.

Invalidation of any one or more of the provisions, reservations, restrictions and covenants herein contained, and any amendments hereto by court order or judgment, shall in no way affect any of the other provisions, reservations, restrictions and covenants herein.

IN WITNESS WHEREOF, the said PARKER-JONES DEVELOPMENT CO., a Partnership, has caused these presents to be signed by its Partners, 14th day of October, 1985.

ATTEST:

Kirk L. Jones
Kirk L. Jones

Warren K. Parker
Warren K. Parker

On this 14th day of October, 1985, before me the undersigned Notary Public, personally appeared Warren K. Parker, to me personally known, who being by me duly sworn did say that he is the Partners of PARKER-JONES DEVELOPMENT CO.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at my office in Blue Springs, Missouri, the day and year last above written.

My Commission Expires:
NOTARY SEAL
KATHY A. BAUER
Notary Public - State of Missouri
Commission Expires in Jackson County
My Commission Expires December 27, 1987

Kathy A. Bauer
Notary Public within and for said County and State.

(STATE OF MISSOURI) SS
(COUNTY OF JACKSON)
CERTIFY INSTRUMENT RECEIVED
1987 MAY -6 11: 29 .0
RECORDED
11674P 285
CATHERINE T. ROCHA
DIRECTOR OF RECORDS