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DECLARATION OF RESTRICTIONS

OF
SUMMIT WOOD

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KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, STROTHER INVESTMENT PROPERTIES, a Missouri Partnership, sometimes hereinafter referred to as the Developer or Declarant, is the owner of the real property situated in the county of Jackson, State of Missouri, known as Summit Wood, which has been platted and filed with the Registrar of Deeds of Jackson County, as Document Number 11380200, on October 31, 1995; and

WHEREAS, STROTHER INVESTMENT PROPERTIES intends to develop said property into a residential subdivision more fully described in Exhibit A ; and

WHEREAS, said plat dedicates to the public all of the streets and roads shown on the plat for use by the public; and

WHEREAS, for the purpose of preserving the value of the property, as a residential community, STROTHER INVESTMENT PROPERTIES does hereby subject all of the lots contained within said plat to certain covenants, conditions and restrictions, for its benefit and for the benefit of its future grantees or assigns.

NOW, THEREFORE, STROTHER INVESTMENT PROPERTIES hereby declares that all of the lots described in "Exhibit A" and any real property which may be added or annexed later 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 property, or any part thereof, their heirs, grantees, successors and assigns, and shall inure to the benefit of all owners thereof.

1. DEFINITION OF TERMS USED:

- a. For the purpose of these restrictions, the word "Developer or Declarant" shall mean Strother Investment Properties, a Missouri Partnership, its successors or assigns.
- b. The word "street" shall mean any street, road, drive, or terrace of whatever name, as shown on said plat of Summit Wood Phase One.
- c. The word "outbuilding" shall mean an enclosed or unenclosed, covered structure, not directly attached to the residence to which it is appurtenant.
- d. The word "lot" may mean either any lot as platted, or any tract or tracts of land as conveyed, which may consist of one or more lots, or part or parts of one or more lots, as platted, and upon which one (1) single family residence may be erected thereon, in accordance with this Declaration, or as set forth in the individual deeds from the Declarant.
- e. The word "tract" shall mean any area identified by a letter of the English Alphabet or as otherwise identified and shown on said plat.
- f. The term "district" as used in this agreement shall mean all of the lots shown on said plat of Summit Wood Phase One (hereinafter "Summit Wood"). If or when other land shall, in

the manner hereinafter provided for, be added to that described above, then the term "district" shall thereafter mean all land which shall from time to time be subjected to the terms of this declaration, including any modifications or amendments thereto. The Developer/Declarant may add additional land to the district to be subject to these Declarations of Summit Wood.

g. The term "improved property" as used herein, shall be deemed to mean a single tract under a single ownership and use, and on which tract a residence has been erected or is in the process of erection or on which any other building not in violation of the restrictions, then of record, is erected or is in the process of erection. Any such tract may consist of one or more contiguous lots or part or parts thereof. Any other land covered by this agreement shall be deemed to be vacant and unimproved.

h. The term "public places" as used herein shall be deemed to mean all streets.

i. The term "owners" as herein used shall mean those persons or entities owning land from time to time within the District.

j. The term "dog run" as herein used shall mean a pen made of chain link fence walls, and a concrete slab floor, that is no more than 75 square feet in size.

k. The term "main floor area" and "ground floor area" as herein used shall mean floor area excluding any finished basements or finished recreation rooms on garage or basement levels.

l. The term "Common Properties" as herein used shall mean those areas shown on the plat map of Summit Wood as common area and to be maintained by the Developer or its successors or assigns.

2. PERSONS BOUND BY THESE RESTRICTIONS:

Those who execute this instrument and all persons, corporations, and all other entities who or which may own or shall hereafter acquire any interest in the above described lots, hereby restricted, shall be taken to hold and agree and covenant with the owner of said lots, and with their successors and assigns, to conform to and observe the following covenants, conditions and restrictions (C C & RS) as to the use thereof for a period of time ending on December 31, 2005, provided, however that each of said restrictions shall be renewable in the manner hereinafter set forth.

These C C & RS are to run with the land and shall be binding on all owners within this subdivision and their heirs and assigns and all persons claiming under them until December 31, 2005, and shall be automatically continued thereafter for successive periods of twenty (20) years each, unless the owners of the fee title to eighty percent (80%) of said lots shall, at a special meeting called for that purpose upon mailed notices to all such owners, release, change or alter any or all of the said C C & RS at the end of any such twenty (20) year period at least two (2) years prior to expiration. The owners of eighty percent (80%) of the lots, desiring to release, change, or alter the C C & RS contained in this Declaration must execute and acknowledge in an appropriate instrument of agreement, for such purpose, and file same of record, in the office of the Jackson County, Missouri Recorder of Deeds.

3. RESTRICTIONS:

The following restrictions or protective covenants shall be kept by all persons and other entities owning, occupying or using said land and may be enforced by injunction, mandatory or

otherwise.

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If the party herewith, or any of its assigns, shall violate or attempt to violate any of the C C & RS contained herein, it shall be lawful for any other persons or persons owning any real estate in Summit Wood to prosecute any proceedings of law or equity against the person or persons violating or attempting to violate any such C C & RS and either prevent him from so doing or to recover damages or other dues for such violation. **THE RESTRICTIONS ARE:**

- a. No lot in Summit Wood shall be used except for residential one-family residences. No building shall be erected, altered, placed, or permitted to remain on any lot, other than one detached single-family dwelling not to exceed two (2) stories in height and an attached private garage for not less than two cars.
- b. No building or additions to any building shall be erected, placed or altered on any lot until construction plans and specifications and a plan showing the location of the structure have been approved by the Developer as to quality of workmanship and materials, harmony of the external design with existing structures and landscape, and as to location with respect to topography and finished grade elevation. No fences shall be erected, placed or altered without the prior written approval of the Developer. No structure shall be moved onto said property or shall be erected without the prior approval of the Developer.
- c. Exterior Maintenance: Each owner shall be responsible for the exterior maintenance including painting of his residence and of plantings and the like belonging to him, and not part of the Common Properties. In the event that a need for necessary and obvious maintenance, mowing, watering or the like is caused by or through the willful or negligent act of an Owner, his family, guests or invitees, and the owner fails and refuses to correct such need after fifteen (15) days written notice, the cost of such additional maintenance, utilities or materials shall become an assessment, unless paid by or on behalf of said Owner with thirty (30) days after written demand from Developer therefore, and it shall be enforceable and secured by a lien on the property. In the event an owner of any lot in the properties shall fail to maintain his premises and the improvements situated thereon in a manner satisfactory to the Developer, the Developer shall have the right, through its agents and employees, to enter upon said lot and to paint, repair, maintain, and restore the lot and the exterior of the residence and any other improvements erected thereon. The cost of such exterior maintenance, work and materials, shall become a lien upon the lot. In the event the Developer seeks to enforce said lien in court, the Developer shall be entitled to recover the above costs, including reasonable attorney fees and court costs together with interest.
- d. No building shall be located nearer to the existing street lot line, as shown in the recorded plat(s) of Summit Wood, than the building setback lines shown on the recorded plat(s).
- e. No building shall be located nearer to any interior lot line than the distance that is equal to Ten Percent (10%) of the width of the lot.
- f. For the purposes of these restrictions, eaves, steps and open porches shall not be considered a part of the building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.
- g. No fencing shall be permitted upon any of the lots, unless such fencing shall be made of wood and built with methods and materials which harmonize with the external design of the home in Summit Wood and have been approved in writing by the Developer or its successors or assigns.
- h. All constructed houses shall have external driveways consisting exclusively of properly constructed concrete surfaces. All lots, regardless of house location thereon, shall be fully sodded provided, however, no sodding shall be required where, in the opinion of the Developer, soil, lighting or topographical conditions would make sodding impractical or unreasonably expensive, and provided further that no duty to clear any tract of trees, bushes, shrubs or natural growths which are kept reasonably attractive shall be implied.

i. All lots to be used for one family residence only. The lots, may be improved, used or occupied for private residence, and no flat, duplex or apartment house, though intended for residential purposes, may be erected thereon.

j. No signs of any kind shall be displayed to the public view on any lot except two signs of not more than six square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

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

l. No dwelling or residence shall be occupied until fully completed, except for exterior painting and minor trim details, and such dwelling or residence must be fully completed within six (6) months after the first earth excavation is started. In the event of fire, windstorm, or other damage, no building shall be permitted to remain in damaged condition longer than three (3) months. New construction must commence within three (3) months after said damage. Plans and specifications must first be approved by the Developer.

m. 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 they are not kept, bred or maintained for any commercial purpose, and further provided that not more than three (3) dogs or three (3) cats or three (3) other household pets shall be kept on any residence lot.

n. No school buses, autos, campers, camper-trailers, recreational vehicles, tractors, or trucks shall be parked at the curb for more than seventy-two (72) hours at any one time. No major repair work shall be done on any car, truck, trailer or other vehicle while parked outside the garage or in the street. No cars, buses, boats, trucks, race cars, wrecked cars, modified stock cars, trailers, or vehicles that are not in operating condition or whose presence might make an unsightly appearance or create a nuisance or be a hazard to life or health shall be allowed to be parked or left on any lot or at the curb for more than seventy-two (72) hours. No trash, old appliances, junk or other refuse shall be allowed to accumulate on any lot in the District.

o. All doors on garages located on the lots hereby restricted shall be kept closed, except when opened for the purpose of parking or removal therefrom of motor vehicles.

p. No exterior clothesline or poles may be erected or maintained on any of the lots hereby restricted.

q. No exterior Christmas lights and/or decorations may be erected or maintained on any of the lots hereby restricted, except during a sixty (60) day period beginning November 15th of each calendar year.

r. 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. Outside trash burning shall be prohibited.

s. No radio or television aerial wire, antenna, or antenna tower or satellite dishes shall be allowed or maintained outside of any structure, except when prior written approval has been received from the Developer.

t. No tanks for the storage of oil or other fluids may be maintained on any portion of the premises above or below the surface of the ground, except when deemed necessary by the owner, subject to the exclusive approval of the Developer, which shall be a prerequisite to the permissible construction of said tanks.

u. No trash, ashes, or other refuse shall be thrown or dumped upon any undeveloped portion of said land.

v. Lawns shall be kept in good condition as soil, climate, and other natural conditions permit, and grass shall not be permitted to create an unsightly appearance.

w. Subject to the prior written approval of the Developer, and other restrictions herein set forth, all property owners may construct, for their personal use, one in-ground swimming pool.

x. All portions of foundations exposed and protruding more than twelve (12) inches from the ground shall be painted the same color as the structure.

y. No outbuildings, of any kind, shall be permitted anywhere in the District, without the express written consent of the Developer, its successors or assigns.

z. A single "Dog Run" may be constructed, only with the express written approval, on a case by case situation, by the Developer.

4. EASEMENTS:

Easements for installation and maintenance of utilities and drainage facilities are reserved on the front, side, or rear of each lot. 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 or drainage channel 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.

5. HOME SIZE REQUIREMENTS:

The floor area of the main structure of any residence erected on a lot in the District, exclusive of porches, garages and finished or unfinished basement areas, shall not be less than 1,600 square feet for any ranch style residence, 2,000 square feet for any one and one-half story residence (with at least 1,200 square feet on the ground floor), 2,000 square feet for any split level residence, and 2,000 square feet for any two story residence (with at least 1,000 square feet on the ground floor). Enclosed floor area shall not mean or include any patio area, basement, garage, carport, porches or attics. The Developer reserves the right to reduce the total square feet in the house by a maximum of 200 square feet provided the number of square feet on the ground floor remains the same and not more than twenty percent (20%) of the total number of residences in the District are so reduced.

6. ROOF MATERIALS AND PAINT COLORS:

All residences shall have 30-year laminated shingles with laminated hip and ridge colored "Weather Grey" (Timberline, Heritage, Elk or equivalent). Metal valleys are required in the color brown. No residence shall be painted, or allowed to be maintained, a color or colors, that do not harmonize with the surrounding residences in the District. It is agreed that if the owner of any residence fails or refuses to comply with this provision, the Developer shall have the right to have the residence painted in a harmonizing color or colors, and the cost thereof to be charged as a lien against the lot. In the event the Developer seeks to enforce said lien, in court, the Developer shall be entitled to recover the cost of such painting, plus reasonable attorney fees and court costs together with interest.

7. CARE OF VACANT LOTS:

It is agreed that if the owner of any vacant lot fails or refuses to cut weeds or brush from the cleared portions of the lot, then the Developer shall have the right to do so and the cost thereof to be charged as a lien against the lot. In the event the Developer seeks to enforce said lien in court, the Developer shall be entitled to recover the amount of said costs plus reasonable attorney fees and court costs together with interest.

8. OTHER INFORMATION:

Invalidation of any of these restrictions by judgement or court order, shall in no wise affect any other provisions which shall remain in full force and effect.

It is the intent of the Developer, on or before July 1, 1997, to cause to be Incorporated under the laws of the State of Missouri, a non-profit Corporation, namely, Summit Wood Property Owners Association.

The Developer, by appropriate instrument, may assign or convey to any person, persons, firms, organizations or corporation, any or all of the rights, reservations, easements and privileges herein reserved by it and, upon such assignment or conveyance being made, its grantees or assigns may, at their option, exercise, transfer or assign such rights, reservations, easement and privileges, or any one or more of them, at any time or times, in the same way and manner as though directly reserved by it or them in this instrument.

In the event any Owner sells or otherwise transfers any lot, said deed purporting to effect such transfer shall and must contain a provision incorporating by reference the covenants, conditions and restrictions affecting the lot sold; but failure to include such a provision in any such deed shall not affect the validity, priority or enforceability of the covenants, conditions and restrictions set forth in this Declaration, or against such sold or otherwise transferred lot.

IN WITNESS WHEREOF, this Declaration has been executed this 1st day of November, 1995.

STROTHER INVESTMENT PROPERTIES
a Missouri Partnership

By: [Signature]
Danial N. Spurck, Partner

By: [Signature]
Charles J. Spurck, Partner

PARTNERSHIP ACKNOWLEDGEMENT

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

On this 7th day of November, 1995, before me, a Notary Public in and for said County and State, came Danial N. Spurck and Charles J. Spurck, personally known to me to be the Partners of Strother Investment Properties, a Missouri General Partnership, who executed the within instrument on behalf of said Partnership, and duly acknowledged that their execution of same to be the act and deed of the Partnership.

It witness whereof, I have hereunto set my hand and affixed my notarial seal on the above date.

Terril Eastman

TERRI EASTMAN
NOTARY PUBLIC — NOTARY SEAL
STATE OF MISSOURI
JACKSON COUNTY
MY COMMISSION EXPI. OCT. 25, 1997

October 25, 1997
My Commission Expires

EXHIBIT A

LEGAL DESCRIPTION

DESCRIPTION: ALL THAT PART OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 48, RANGE 32 IN KANSAS CITY, JACKSON COUNTY, MISSOURI DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER, THENCE NORTH 86 DEGREES 56 MINUTES 55 SECONDS WEST ALONG SAID SOUTH LINE A DISTANCE OF 1,297.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH 86 DEGREES 56 MINUTES 55 SECONDS WEST ALONG SAID SOUTH LINE A DISTANCE OF 629.38 FEET; THENCE NORTH 03 DEGREES 03 MINUTES 05 SECONDS EAST A DISTANCE OF 55.00 FEET; THENCE NORTH 31 DEGREES 15 MINUTES 39 SECONDS WEST A DISTANCE OF 241.12 FEET TO A POINT ON THE SOUTHEAST RIGHT-OF-WAY OF HIGHRIDGE CT.; THENCE SOUTHWESTERLY ALONG SAID SOUTHEAST RIGHT-OF-WAY LINE AND ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 225 FEET AND AN INITIAL TANGENT BEARING OF SOUTH 58 DEGREES 44 MINUTES 21 SECONDS WEST, AN ARC DISTANCE OF 42.82 FEET; THENCE NORTH 20 DEGREES 21 MINUTES 25 SECONDS WEST A DISTANCE OF 165.89 FEET; THENCE SOUTH 89 DEGREES 52 MINUTES 20 SECONDS WEST A DISTANCE OF 51.00 FEET; THENCE NORTH 55 DEGREES 38 MINUTES 08 SECONDS WEST A DISTANCE OF 76.49 FEET; THENCE NORTH 05 DEGREES 53 MINUTES 09 SECONDS EAST A DISTANCE OF 173.00 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF 3. 78TH STREET: THENCE SOUTHEASTERLY ALONG SAID NORTH RIGHT-OF-WAY LINE AND ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 300 FEET, AND AN INITIAL TANGENT BEARING OF SOUTH 84 DEGREES 06 MINUTES 51 SECONDS EAST, AN ARC DISTANCE OF 37.02 FEET; THENCE NORTH 12 DEGREES 57 MINUTES 22 SECONDS EAST A DISTANCE OF 105.00 FEET; THENCE SOUTH 86 DEGREES 51 MINUTES EAST A DISTANCE OF 28.45 FEET; THENCE NORTH 03 DEGREES 08 MINUTES 09 SECONDS EAST A DISTANCE OF 212.32 FEET TO THE SOUTH LINE OF A TRACT RECORDED IN BOOK I-1166 PAGE 1274; THENCE SOUTH 86 DEGREES 51 MINUTES 51 SECONDS EAST ALONG SAID SOUTH LINE A DISTANCE OF 640.78 FEET; THENCE SOUTH 46 DEGREES 17 MINUTES 40 SECONDS EAST A DISTANCE OF 478.73 FEET; THENCE SOUTH 43 DEGREES 42 MINUTES 20 SECONDS WEST A DISTANCE OF 44.44 FEET; THENCE SOUTH 45 DEGREES 16 MINUTES 45 SECONDS EAST A DISTANCE OF 55.37 FEET; THENCE SOUTH 20 DEGREES 34 MINUTES 27 SECONDS EAST A DISTANCE OF 99.35 FEET; THENCE SOUTH 03 DEGREES 52 MINUTES 20 SECONDS WEST A DISTANCE OF 47.69 FEET; THENCE NORTH 86 DEGREES 56 MINUTES 55 SECONDS WEST A DISTANCE OF 187.03 FEET THENCE SOUTH 37 DEGREES 08 MINUTES 10 SECONDS WEST A DISTANCE OF 45.88 FEET; THENCE SOUTH 03 DEGREES 03 MINUTES 05 SECONDS WEST A DISTANCE OF 82.0 FEET TO A POINT ON THE NORTH LINE OF E. 78TH STREET; THENCE SOUTH 41 DEGREES 56 MINUTES 55 SECONDS EAST A DISTANCE OF 70.71 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY OF E. 78TH STREET; THENCE SOUTH 03 DEGREES 03 MINUTES 05 SECONDS WEST A DISTANCE OF 215.00 FEET TO THE POINT OF BEGINNING, CONTAINING 17.67 ACRES, MORE OR LESS, EXCEPT THAT PART IN STREET RIGHT-OF-WAY.