

DECLARATION OF RESTRICTIONS

(Affecting Waterfield North 3rd Plat Lots 46-73 and Tract A)

09-0775

WHEREAS, WATERFIELD NORTH ASSOCIATES, a Missouri General Partnership, has heretofore executed a plat of Waterfield North 3rd Plat Lots 46-73 and Tract A, which plat was recorded on the 1st day of April, 1992, in Book _____ of Plats, at Page _____, in the office of the Director of Records for Jackson County, Missouri, at Independence, and said Partnership has heretofore dedicated to the public the streets, terraces and roads for street purposes as are shown on said plat; and ACC # I1093347

WHEREAS, Waterfield North Associates (sometimes hereinafter the "Developer") as the present owner of the aforesaid lots, now desires to place certain restrictions on all of the lots which are shown on said plat of Waterfield North 3rd Plat Lots 46-73 and Tract A, all of which restrictions shall be for the use and benefit of the present and future owners thereof. 45
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NOW THEREFORE, in consideration of the premises, Waterfield North Associates, for itself and for its successors and assigns, and for its future grantees, hereby declares that Waterfield North 3rd Plat Lots 46-73 and Tract A, as shown on the aforesaid plat, shall be and the same are hereby restricted as to their use in the manner set forth.

DEFINITION OF TERMS USED.

For the purpose of these Restrictions, the word "street" shall mean any Street or Terrace of whatever name which is shown on said plat of Waterfield North 3rd Plat Lots 46-73 and Tract A.

The word "outbuilding" shall mean an enclosed, covered structure whether attached or not directly attached to the residence to which it is appurtenant.

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 a residence may be erected in accordance with the Restrictions hereinafter set forth, or as set forth in the individual deeds from Developer or from its successors and assigns. A corner lot shall be deemed to be any lot as platted or any tract of land as conveyed having more than one street contiguous to it. The street upon which the lot or part thereof fronts, as hereinafter provided, shall be deemed to be the front street, and any other street contiguous to any lot shall be deemed to be a side street.

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 owner of said lots, and with its 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 on January 1, 2017, provided however, that each of said Restrictions shall be renewable in the manner hereinafter set forth.

SECTION 1. USE OF LAND. None of said lots may be improved, used or occupied for other than private residence purposes, and no flat or apartment house, although intended for residence purposes, may be erected thereon. Any residence erected or maintained on any of said lots shall be designed for occupancy by a single family.

SECTION 2. FRONTAGE OF LOTS. For the purpose of these Restrictions, the lots or part or parts thereof described herein shall front or present a good frontage on the street or streets upon which the lots abut.

SECTION 3. FRONTAGE OF RESIDENCES ON STREET. Any residence erected wholly or partially on any of the following lots, or on any part or parts thereof, as indicated in the Section, shall front or present a good frontage on the street or streets upon which the lot abuts.

It is provided, however, that if any part less than the whole of any corner lot is acquired by the owner of an inside lot contiguous to said corner lot, then, as to the part of the corner lot so acquired, the provisions hereof requiring a residence erected on a corner lot to front or present a good frontage on two or more streets shall not be operative, but the part of the corner lot so acquired shall be deemed to be a part of the inside lot to which it is contiguous, as to the Restrictions governing the frontage of the residence on the street, and the part of any corner lot so acquired shall be subject to the Restrictions applicable to the inside lot.

SECTION 4. PERMITTED HEIGHT OF RESIDENCES. Any residence erected on any of said lots shall not be more than two stories in height excluding walkout basements, provided, that a residence more than two stories in height may be erected on any of said lots with the consent in writing of Developer.

SECTION 5. REQUIRED SIZE OF RESIDENCES.

(a) The following restrictions shall have application to and shall be considered as establishing the minimum dwelling sizes applicable to Lots 46-71 inclusive, and Lot 73 of Waterfield North 3rd Plat:

Any residence consisting of one story above ground level, with an attached garage, erected on any of said Lots, shall contain a minimum of 1,300 square feet of enclosed floor area. Any residence consisting of one and one-half stories above ground level with an attached garage, shall contain a minimum of 950 square feet on the first floor above ground level and a minimum of 1,400 square feet altogether of enclosed floor area. Any split-level residence erected on any of said lots shall contain a minimum total living area of 1,350 square feet on two main levels. Any residence consisting of two stories shall contain a minimum of 850 square feet of enclosed floor area on the first floor and a total of 1,600 square feet of total enclosed floor area on both levels. Any raised ranch or split entry residence with a basement garage shall contain a minimum of 1,400 square feet of enclosed floor area on the first floor above ground level.

(b) The following restrictions shall have application to and shall be considered as establishing the minimum dwelling size applicable to Lot 72 of Waterfield North 3rd Plat:

Any one story residence erected on Lot 72 shall contain a minimum of 1,500 square feet of enclosed floor area and any residence more than one story in height erected on Lot 72 shall contain a minimum of 1,700 square feet of enclosed floor area, of which at least 900 square feet shall be on the first floor.

(c) The words "enclosed floor area" as used herein shall mean and include in all cases areas on the first and second floors of the residence enclosed and finished for all-year occupancy, computed on outside measurements of the residence, and shall not mean or include any areas in basement, garages, porches or attic.

SECTION 6. SETBACK OF RESIDENCES FROM STREET. No part of any residence, except as hereinafter provided, may be erected or maintained on any of said lots nearer to the front street or the side street than is the front building line or the side building line shown on the plat on the lot or lots on which such residence is erected, provided that Developer shall have and does hereby reserve the right in the sale and conveyance of any of said lots to change any building line shown thereon, and may at any time thereafter with the consent in writing of the then record owner of the fee simple title to any lot, change any building line that is shown on said plat on such lot, or which may be established by it in such sale or conveyance, provided, however, 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 10 feet nearer to the front street or 5 feet nearer to the side street than is the front building line or the

side building line shown on said plat on 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 or streets, and in case of relocation of any of said streets, changes may be made by Developer in any of said building lines, provided that such building lines shall in no case be established nearer to the new location of any of said streets than are the building lines shown on said plat with reference to the present location of said streets, and provided further, that Developer shall have and does hereby reserve the same privilege of changing the location of any such new building lines so established as it has in the case of those shown on said plat, and further provided that the widening of any of said streets shall not, for the purpose of these Restrictions, be deemed a relocation of such streets.

Those parts of the residence which may project to the front of and be nearer to the front street and the side street than the front building lines and side building lines shown on said plat, and the distance which each may project, are as follows:

(a) Window Projections: Bay, bow, or oriel, dormer and other projecting windows not exceeding one story in height may project beyond the front building lines and the side building lines not to exceed 2 feet.

(b) Miscellaneous Projections: Cornices, spoutings, chimneys, brackets, pilaster, grillwork, trellises and other similar projections, and any other projections for purely ornamental purposes, may project beyond the front building lines and the side building lines not to exceed 2 feet.

(c) Vestibule Projections: Any vestibule not more than one story in height may project beyond the front building lines and side building lines no to exceed 2 feet.

(d) Porch Projections: Unenclosed, covered porches, balconies and porte cocheres may project beyond the front building lines not to exceed 6 feet.

SECTION 7. FREE SPACE REQUIRED. The main body of any residence, including attached garages, attached greenhouses, ells, and porches, enclosed or unenclosed, covered or uncovered, but exclusive of all other projections set forth above in Section 6, erected or maintained on any of said lots shall not occupy more than 80 percent of the width of the lot on which it is erected, measured in each case on the front building line as shown on the aforesaid plat or as established by Developer in the conveyance of such lot, or on such front building line produced to the side lines of the lot, whichever line is of greater length; and any such residence, exclusive of those projections specifically referred to in subparagraphs (a) and (b) of Section 6 hereof, shall be set back

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at least 7 feet from both of the side lines of the lot of which it is erected.

It is provided, however, that the maximum width of any residence which may be erected on any of said lots may, with the consent in writing of Developer, be increased by not to exceed 10 percent of the width of such lot, measured as above provided. It is further provided that the required setback from the side lines of the lot as herein provided may, with the consent in writing of Developer, be reduced by not to exceed $33\frac{1}{3}$ percent of the amount of the required setback; provided, however, that this reservation shall in no way whatsoever affect the provision relative to the change in said building lines as set forth in Section 6 herein.

In case the frontage of ground used with any residence is greater than the required frontage, then for the purpose of limiting the width of the residence and establishing its location with respect to the side lines of the lot, the frontage so used shall be deemed to be the required frontage and the provisions of this Section shall be construed accordingly, and if any residence of the maximum width is built or maintained on any lot, then thereafter the frontage used may not be reduced on that lot as long as that residence is maintained thereon, and the same provision shall apply as to the location of any residence with respect to the side lines of the lot. The used frontage may be reduced at any time by the conveyance of a part of the lot provided that it be not reduced below the minimum number of feet required with any residence of a width that might be then erected thereon, based on the provisions of this Section; and provided further that in no case may it be reduced below the minimum required frontage specified by Section 6 hereof.

SECTION 8. OUTBUILDINGS PROHIBITED. No outbuilding, detached pet houses, sheds or other detached or undetached structure(s) appurtenant to the residence may be erected on any of said lots without the consent in writing of Developer.

SECTION 9. OVERHEAD WIRES PROHIBITED. No power or telephone distribution or service connection lines may be erected or maintained above the surface of the ground on any of said lots without the consent in writing of Developer.

SECTION 10. OUTSIDE ANTENNA PROHIBITED. No radio or television transmitting or receiving antenna or dish may be erected or maintained outside of any residence on any of said lots without the consent in writing of Developer.

SECTION 11. PERGOLAS PROHIBITED. No pergola, or any detached structure for purely ornamental purposes, may be erected on any part of any of said lots without the consent in writing of Developer.

SECTION 12. OIL TANKS PROHIBITED. No tank for the storage of fuel may be maintained above the surface of the ground on any of said lots without the consent in writing of Developer.

SECTION 13. ANIMALS PROHIBITED. 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, provide 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 Lots. All animals shall be confined on the Owner's Lot and for the mutual benefit of all the Owners, no animal shall be allowed or permitted on the Common Area, 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 is expressly made subject to the terms and conditions of Section 18 hereof.

SECTION 14. PARKING. No campers, recreational vehicles, trailers, buses, trucks, automobiles or any other form of vehicle or boat may be kept, stored, parked or maintained upon any portion of the lots herein restricted, and only passenger automobile vehicles may be parked upon the driveways constructed upon any said lots. None of the types of vehicles, boats or other items described in this Section shall be parked along the right-of-way immediately in front of any said lots herein described for more than 24 continuous hours, it being the intent of this sentence of Section 14 that the permanent parking and storage of any of the vehicles described in this Section 14 shall be done within enclosed garages with closed doors which form a part of residences. Variances from the provisions of this Section shall only be allowed upon the written consent of the Developer.

SECTION 15. SOLAR APPARATUS PROHIBITED. No solar apparatus may be maintained, erected or kept outside any residence on any of said lots without the consent in writing of the Developer.

SECTION 16. BILLBOARDS PROHIBITED. No signs, advertisements, billboards, or advertising structures of any kind may be erected or maintained on any of said lots without the consent in writing of Developer; provided, however, that permission is hereby granted for the erection and maintenance of not more than one advertising board on each lot or tract as sold and conveyed, which advertising board shall not be more than 5 square feet in size and may be used for the sole and exclusive purpose of advertising for sale or lease the lot or tract upon which it is erected.

SECTION 17. COMPOSITION WEATHERED GREY ROOFS. Only composition weathered gray roofs shall be used and maintained on any residences constructed on the lots herein restricted unless an acceptable substitute is authorized in writing by the Developer.

SECTION 18. ARCHITECTURAL CONTROL. To preserve the harmony of exterior design and location of residences on the lots as well as all other portions of construction upon lots herein restricted, no building, residence, wall, fence or other structure, building improvement or item shall be constructed, commenced, erected or maintained upon any lots herein described, nor shall any additions, changes or alterations be made thereunto until the plans and specifications showing the nature, square footage, kind, size, shape, front yard setback, side yard setback, height, materials, exterior color scheme, ground frontage and location of the same on the lot shall have been submitted to and approved in writing by the Developer or its designee. In the event any such plans and specifications are not approved or disapproved within 30 days after their submission, approval shall be deemed to have been given and this Section fully satisfied. The address of the Developer for the purposes described in the Section shall be A.B. Watson P/O Marco Storage 440 Chalmers, Marco Island, Florida 33437, or such other address as the Developer shall use for these purposes from time to time. The Developer may, at any time and from time to time, delegate and assign its architectural control herein reserved to a committee of the members of the Waterfield North Homes Association consisting of lot owners within WATERFIELD NORTH. Upon such delegation of the responsibilities and obligations herein contained, such architectural committee of Waterfield North Homes Association shall establish such reasonable rules and regulations regarding plan and specification approval. Any such delegation of the responsibilities and obligations herein described by Developer to the architectural committee of the Waterfield North Homes Association shall be in writing, duly filed of record with the Director of Records for Jackson County, Missouri at Independence.

SECTION 18A. INTERIOR FENCING. Only decorative wooden fencing which has been approved prior to installation and in writing by the Developer may be installed by lot owners.

SECTION 19. 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 20. UNCOMPLETED STRUCTURES. No building shall be permitted to stand with its exterior in an unfinished condition for longer than five (5) 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.

SECTION 21. 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 Developer for the sale of new construction by the Developer or other builders.

SECTION 22. DURATION, RELEASE OR AMENDMENT OF RESTRICTIONS.

A. Each of the Restrictions herein set forth shall continue and be binding upon Developer, its successors and assigns and all other owners of the lots herein restricted and their successors and assigns until January 1, 2017, and shall automatically be continued thereafter for successive periods of twenty-five (25) years each, provided, however, that the owners of the fee simple title to more than fifty percent (50%) of the front feet of all of the lots hereby restricted, as shown on the aforesaid plat of WATERFIELD NORTH, may release all of the land which is hereby restricted from any one or more of the Restrictions herein set forth, on January 1, 2017, or at the end of any successive twenty-five (25) year period thereafter, by executing and acknowledging an appropriate agreement or agreements in writing for such purpose and filing the same for record in the office of the Director of Records for Jackson County, Missouri, at Independence, prior to January 1, 2012 or at least five (5) years prior to the expiration of any successive twenty-five (25) year period after January 1, 2017.

B. These Restrictions may be amended, changed, altered or modified so as to prospectively amend, change, alter or modify the Restrictions contained herein by the owners of the fee simple title to more than sixty-seven percent (67%) of the front feet of all lots hereby restricted, executing and acknowledging an appropriate instrument in writing agreeing to any such amendment, change, alteration or modification, which instrument is thereafter filed for record in the office of the Director of Records for Jackson County, Missouri at Independence, provided however, that no such amendment, change, alteration or modification shall be effective to amend, change, alter or modify the Restrictions then in effect on any lots owned by Developer or any Successor Developer who has purchased more than one restricted lot and is then holding any such lot or lots as inventory for resale purposes, unless Developer or such Successor of Developer consents in writing to have its lots subject to the amendment or amendments contained in the amendment to such Restrictions.

SECTION 23. RIGHT TO ENFORCE. The Restrictions herein set forth shall run with the land and bind the present owner and its successors and assigns, and all parties claiming by, through or under it shall be taken to hold, agree and covenant with the owner of the lots hereby restricted, and with its successors and assigns, and with each of them, to conform to and observe said Restrictions as to the use of said lots and the construction of improvements thereon, but no restriction herein set forth shall be personally

binding on any corporation, person or persons, except in respect of breaches committed during its, his or their seisin of, or title to said land; and Developer, its successors and assigns, and also the owner or owners of any of the lots hereby restricted, shall have the right to sue for and obtain an injunction, prohibitive or mandatory, to prevent any breach or violation of the Restrictions herein set forth, in addition to ordinary legal actions for damages; and failure of Developer, its successors or assigns, or of any owner or owners of any lot or lots in this subdivision, to enforce any of the Restrictions herein set forth at the time of its violation shall in no event be deemed to be a waiver of the right to do so thereafter. Developer may by appropriate agreement made expressly for that purpose, assign or convey to any person or corporation all of the rights, reservations and privileges herein reserved by it, and upon such assignment or conveyance being made, its assigns or grantees may at their option exercise, transfer or assign those rights, or any one or more of them, at any time or times in the same way and manner as though directly reserved by them or it in this instrument.

IN WITNESS WHEREOF, Developer, by authority of its Partners has caused these presents to be executed by its authorized General Partners this 5TH day of MARCH, 1992.

WATERFIELD NORTH ASSOCIATES,
a Partnership -

By BARNARD ASSOCIATES, INC.,
General Partner

By: J. C. Barnard
J. C. Barnard, President

Attest:

E. C. Watt
Secretary

By ADW PROPERTIES, INC.,
General Partner

By: A. D. Watson
A. D. Watson, President

Attest:

Michael J. Ford
Secretary

09-0775

ADDITION OF
WATERFIELD NORTH 3RD PLAT, LOTS 46-73 and TRACT A,
TO THE DISTRICT COVERED BY THE HOMES ASSOCIATION
DECLARATION OF
WATERFIELD NORTH

This instrument is made and executed this 5th day of March, 1992, by Waterfield North Associates, a general partnership, as the assignee of and successor in interest to Waterfield North Limited Partnership:

WHEREAS, Waterfield North Limited Partnership, as the owner of Lots 1-38, WATERFIELD NORTH, did on the 17th day of June, 1987, execute a document entitled "Homes Association Declaration" (herein "Declaration"), initially affecting Lots 1-38, inclusive, of WATERFIELD NORTH, which Declaration declared the creation of, membership in, and related terms, conditions and provisions pertaining to the WATERFIELD NORTH HOMES ASSOCIATION, which Declaration following its execution was recorded on August 28, 1987, as Document I796391 in Book I1718 at Page 1902 in the office of the Director of Records for Jackson County, Missouri, at Independence;

WHEREAS, the initial "district" to which the Declaration had application was that certain parcel of real estate located in Jackson County, Missouri, and referred to as Lots 1-38 inclusive, WATERFIELD NORTH;

WHEREAS, Section 3 of the Declaration provides in pertinent part as follows:

" SECTION 3. OTHER LANDS - HOW THEY MAY BE ADDED.
The General Partner of Waterfield North Limited Partnership or his or its assigns may from time to time add to the district such land as is now or hereafter owned or approved for addition by said limited partnership, provided that land so added to the district shall at that time be bound by all of the terms of this Declaration and any future modifications thereof,"

WHEREAS, Waterfield North Associates, a General Partnership, is the assignee of and successor in interest to Waterfield North Limited Partnership as the developer of the WATERFIELD NORTH subdivision;

WHEREAS, Waterfield North Associates, as assignee of and successor in interest to Waterfield North Limited Partnership as the developer of the Waterfield North subdivision, did on the 30th day of October, 1991, execute a certain document entitled "Addition of Lots 39-45 and Tract A, Waterfield North, 2nd Plat, to the District Covered by the Homes Association Declaration of Waterfield North", which instrument was recorded on the 14th day of February, 1991, in Book I-

Doc. # I 1033454

2210 at Page 1391, in the Office of the Director of Records for Jackson County, Missouri, at Independence;

WHEREAS, by virtue of the foregoing document, Lots 39-45 and Tract A of Waterfield North 2nd Plat were added to and included within the district covered by the Declaration;

WHEREAS, Waterfield North Associates, as the owner thereof, is now developing an additional tract of real property, contiguous to and adjoining the district originally specified in the Declaration as expanded as aforesaid, which additional tract has been subdivided and platted as Waterfield North 3rd Plat - Lots 46-73 and Tract A, which plat was recorded on the 14 day of April, 1992, in Book _____ of Plats, at Page _____ in the office of the Director of Records for Jackson County, Missouri, at Independence; doc. # I1048347

WHEREAS, Waterfield North Associates desires to add and approve the addition of "Waterfield North 3rd Plat Lots 46-73 and Tract A," to the district covered and bound by the Declaration as previously expanded.

NOW THEREFORE, in consideration of the premises, Waterfield North Associates, as assignee and successor in interest to Waterfield North Limited Partnership, does for itself and for its successors and assigns, and for the future grantees of any part, parcel or portion thereof pursuant to Section 3 of the Declaration:

1. Add to and include within the term "district", as that term is defined and used in the Declaration as heretofore modified by that certain addition of Lots 39-45 and Tract A, Waterfield North 2nd Plat as recited above, that certain tract of land now owned by the said Waterfield North Associates described as follows:

"Waterfield North 3rd Plat Lots 46-73 and Tract A."

2. Declares that the property and lots hereinabove described and now being owned by it are by these presents bound by and subject to all of the terms and provisions of the Declaration and any modifications heretofore or hereafter made.

3. Declares that the Declaration shall have full application to the said "Waterfield North 3rd Plat Lots 46-73 and Tract A," and the current and future owners thereof, upon the execution and recording of this instrument in the office of the Director of Records for Jackson County, Missouri at Independence.