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COUNTY OF PLATTE SS
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**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF HUNTERS RIDGE - SECOND PLAT**

THIS DECLARATION is made this 15th day of ~~September~~ ^{November}, 2002, by HUNTERS RIDGE PROPERTIES, L.L.C., (hereinafter referred to as "HRP" or "Grantor"), for the benefit of THE BARRY HARBOR HOMES ASSOCIATION, (hereinafter referred to as "Grantee," whose mailing address is: c/o Michael P. Keleher, 403 NW Englewood Road, Gladstone, Missouri 64118).

Legal-Ex.A.

WHEREAS, HUNTERS RIDGE PROPERTIES, L. L. C., (hereinafter referred to as "HRP"), is now the owner of all the property platted as HUNTERS RIDGE - SECOND PLAT, a subdivision in Kansas City, Platte County, Missouri, according to the recorded plat thereof, and more particularly described on Exhibit A attached hereto, and now desires to place certain covenants, conditions and restrictions on all of said property, for the use and benefit of the present owner, and for its future grantees, heirs, successors and assigns.

NOW, THEREFORE, in consideration of the premises, HRP for itself, its successors, assigns and future grantees, does hereby declare that all of said land shall be and is hereby restricted as to its use in the manner hereinafter set forth.

1. No lots or tracts shall be used except for residential purposes, except, however, that nothing contained in this instrument shall be applicable to or in any way construed to prohibit, limit or affect the erection and maintenance upon any lot or lots or part thereof of any duplexes, churches, or public or parochial schools, except that HRP, or its designated successor as herein provided in paragraph 4, reserves the right to approve the location, building plans and specifications of any such structure as provided in paragraph 4 hereof. No trailer, basement, tent, shack, garage, mobile home, camper, recreational vehicle, or any outbuilding as set forth above shall at any time be used as a residence, temporarily or permanently, nor shall any residence of a temporary character be permitted.

2. All wood exteriors, except roofs, shall be covered with paint, stain or preservative. 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

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This document has been recorded in the Platte County Recorder's Office. Contact this office for certified copies: Recorder of Deeds - Ida Cox, 415 3rd St., Suite 70, Platte City, MO 64119 (816) 858-3326

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damage, no building shall be permitted to remain in such damaged condition longer than three (3) months.

3. No fuel storage tank shall be erected above the surface of the ground.

4. No construction shall be started on any building until the complete plans and specifications therefor have been submitted to and approved in writing by HRP, or its successor in interest specifically granted said power by it (such grant to appear by instrument filed for record in the office of the Recorder of Deeds of Platte County, Missouri), and no building shall be moved onto any of said property without such written approval. Whenever such a successor is designated, such successor's authority to approve as aforesaid in this paragraph 4 shall not extend to any such approvals previously granted and shall only extend prospectively from and after the date of the successor designation. In no event shall HRP, or its designated successor, be liable for any damages or delays of any nature or description arising from or relating to the foregoing provisions. All residential buildings must generally conform architecturally with residential buildings previously constructed in the BARRY HARBOR subdivision, including the FIRST PLAT, the SECOND PLAT, THIRD PLAT, FOURTH PLAT, FIFTH PLAT, SIXTH PLAT AND HUNTERS RIDGE FIRST PLAT thereof. No one story, ranch, split level or split entry single family residence shall contain less than 1,400 square feet of living area on the main floor level of such residences. A one and one-half story residence shall either contain not less than 1,100 square feet of living area (as defined in the preceding sentence) on the main floor level or not less than 1,600 square feet of total living area on all levels combined and may comply by meeting either of the aforementioned square footage requirements as set forth in this sentence. A two story single family residence shall contain either 1,000 square feet of living area (as defined above) on the first floor level or not less than 1,600 square feet of total living area on all levels combined and may comply by meeting either of the aforementioned square footage requirements as set forth in this sentence. HRP, for itself, its successors, assigns and future grantees, does hereby declare and agree that commencing upon the issuance by the City of Kansas City, Missouri of the occupancy permit for each residence constructed on each lot of the lots subject to this Declaration and included within HUNTERS RIDGE - SECOND PLAT, HRP does hereby designate the BARRY HARBOR HOMES ASSOCIATION as its designated successor as the occupancy permit is issued for each such lot but only as to that lot for which the occupancy permit is issued and as the term "designated successor" is used in this Declaration for all purposes so that the BARRY HARBOR HOMES ASSOCIATION shall be entitled to exercise all of the rights and privileges reserved unto HRP in these Covenants as and when said Association becomes designated successor as to each lot.

5. No business structure shall be erected, or business or profession of any nature conducted, on the land herein described, nor shall anything be done thereon which may in the opinion of HRP, or its successor in interest designated as provided in paragraph 4 hereof, be deemed a nuisance to the neighborhood.

6. The construction or maintenance of signs (including "for rent" or "for sale" signs), billboards, or advertising structures of any kind on any lot is prohibited, except that HRP, for itself

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and its successors and assigns, reserves the right to locate, construct, or move onto any lot or lots in HUNTERS RIDGE - SECOND PLAT a temporary real estate office to be used as such during the period of original showing for sale of the property, and to erect signs of any size for temporary sale purposes during such period, and also reserves the right to erect on any lots or tracts reserved for the general benefit of owners of lots and tracts in HUNTERS RIDGE - SECOND PLAT such other signs as it shall deem appropriate.

7. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats and other traditional household pets may be kept with the prior written permission of HRP, or its designated successor in interest as provided in paragraph 4 hereof, except that they may not be kept, bred, or maintained for any commercial purpose.

8. Easements for installation and maintenance of utilities and drainage facilities and for pedestrian walkways are reserved as shown on the recorded plat, or as reflected in the records of the Recorder of Deeds of Platte County, Missouri. Additionally, certain pedestrian walkways, pedestrian access, fence, utility and other easements have already or may also be reserved hereafter by the then owner of the property affected. 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. Additionally, within any such easements for pedestrian walkways or pedestrian access, no structure, planting or other material shall be placed or permitted to remain which may hinder, obstruct or prohibit pedestrian access and use of such easements. Any such easements for pedestrian walkways shall be used solely for pedestrian travel, and may not be used for bicycles, motorcycles, mini bikes, go carts or other motorized vehicles. The easement area of each lot or tract, and all improvements in it, shall be maintained continuously by the owner of the lot or tract, except for those improvements for which a public authority or utility company is responsible. Additionally, HRP, for itself and its successors and assigns, reserves the right to also provide whatever maintenance to such easements as it may deem necessary.

9. The land between any structure and the front street line shall be used solely for lawn and residence purposes, driveways and walks. No fences of any kind may be erected on or around any lot or tract without the prior express written approval of HRP, or its designated successor in interest as provided in paragraph 4 hereof, of the plan, type and color of such fence or enclosure and its location. No chain link fences shall be permitted. Notwithstanding any of the provisions of this paragraph, HRP, or such designated successor, is authorized to construct an enclosure surrounding the entire area of HUNTERS RIDGE - SECOND PLAT, or any extensions thereof, in such style and of such construction as it may deem necessary or desirable to beautify the area, which may include fountains, art works, entrance gates, gardens and signs.

10. No truck, boat, trailer, camper, recreational vehicle, machinery or other equipment shall be repaired or customarily or habitually parked, kept or stored on the streets or alleys or in the yards or driveways around any of the buildings within HUNTERS RIDGE - SECOND PLAT.

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Customarily or habitually, as used in this paragraph, shall mean parked, kept or stored more than fourteen (14) continuous days or ten (10) days in any thirty (30) day period. No radio antenna or television antenna, including parabolic disks, satellite dishes, and other device constructed for the purpose of receiving television or radio broadcasts, shall be placed on the exterior of any structure or constructed separately within HUNTERS RIDGE - SECOND PLAT. However, parabolic disks or satellite dishes not exceeding eighteen inches in length, height or diameter, if placed in such manner that it is inconspicuous to other residences, are allowed within HUNTERS RIDGE - SECOND PLAT if approved by HRP or its designated successor.

11. No noxious or offensive activity shall be carried on in HUNTERS RIDGE - SECOND PLAT, nor shall anything be done which may be or may become an annoyance or nuisance to the neighborhood, nor shall any activity take place in violation of any law.

12. There shall be no outside trash barrels of any description and no burning of trash outside.

13. All pets shall be restricted to their owner's property by whatever methods the owner deems necessary.

14. Permanent clothes lines shall not be erected. If removable clothes lines are used, they shall not be left up when not in use.

15. Owners of improved and unimproved lots shall keep weeds and grass mowed when such a lot is adjacent to any improved lot or lots. Weeds and grass shall not exceed eight (8) inches in height. Each lot shall be kept cleared of dead shrubs and trees. No lot owner or tenant shall dump or permit the dumping of rubbish, waste, refuse, debris, garbage or similar materials within the land herein described.

16. Each of the restrictions set forth herein shall continue and be binding upon the undersigned and upon its grantees, successors and assigns until January 1, 2017, and shall automatically be continued thereafter for successive periods of fifteen (15) years each; provided, however, that the owners of the fee simple title to the majority of the square footage of the lots herein described may release all of the land hereby restricted from any one or more of said restrictions on or during the three (3) month period before July 1, 2017 or on or during such three month period at the end of any successive fifteen (15) year period thereafter, by executing and acknowledging an appropriate agreement or agreements in writing for such purpose and filing the same of record not later than January 1, 2017, or at least before that last day of any successive fifteen (15) year period thereafter in which said restrictions may be released.

17. The protective covenants set forth herein shall run with the land, and shall bind HRP, its successors and assigns, and all parties claiming by, through or under it shall be taken to hold, agree and covenant with HRP, its successors and assigns, and with each of them, to conform to and to observe said restrictions as to the use of said land and as to the construction of improvements

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thereon, but no restrictions set forth herein shall be personally binding on any corporation, person or persons except with respect to breaches committed during its, his or their seisin or, on title to, said land, HRP, its successors and assigns and the owner or owners of any of the above land shall have the right to sue for, and obtain an injunction, whether prohibitive or mandatory, to prevent the breach of, or to enforce the observance of the restrictions set forth above, in addition to ordinary legal action for damages, which rights shall include the right to recover reasonable attorneys' fees in any such enforcement action and or action for damages, and the failure of HRP, its successors and assigns, or the owner or owners of any of said land, to enforce any of the restrictions set forth herein at the time of its violation, shall in no event be deemed to be a waiver of the right to do so thereafter. The rights reserved to HRP herein, except as specifically provided herein, shall inure to the benefit of HRP, its successors and assigns.

18. Invalidation of any one of these covenants or restrictions by judgment or court decree shall in no way affect any of the other provisions, which shall remain in full force and effect.

19. Nothing in this Declaration of Covenants, Conditions and Restrictions or in any Homes Association Declaration filed commensurate herewith shall be construed to allow amendment or release of this Declaration of Covenants, Conditions and Restrictions other than as specifically set forth in paragraph 16 of this Declaration of Covenants, Conditions and Restrictions.

IN WITNESS WHEREOF, the undersigned has hereunto caused this Declaration to be signed in its behalf by its Manager, thereunto duly authorized to do so.

HUNTERS RIDGE PROPERTIES, L.L.C.
A Limited Liability Company

By: 
ROBERT WOOLDRIDGE, Manager

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KANSAS CITY, MO 64106

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ACKNOWLEDGMENT

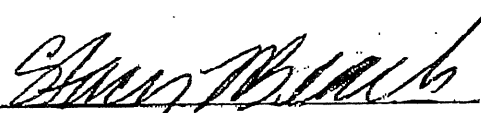
STATE OF MISSOURI)
) ss.
COUNTY OF PLATTE)

On this 15th day of November 2002 before me appeared **ROBERT WOOLDRIDGE**, to me personally known, who being by me duly sworn, did state that he is the Manager of **HUNTERS RIDGE PROPERTIES, L. L. C.**, a Missouri Limited Liability Company, and that said instrument was signed in behalf of said Limited Liability Company by authority of its Members, and said Robert Wooldridge acknowledged said instrument to be the free act and deed of said Limited Liability Company.

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

STACY L. BEACH
Notary Public - State of Missouri
Commissioned in Platte County
My Commission Expires: June 19, 2005

My Commission Expires:


Notary Public

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EXHIBIT A

A tract of land in the Northeast Quarter of Section 16, Township 51, Range 33, Kansas City, Platte County, Missouri, being bounded and described as follows: Commencing at the Northwest corner of said Northeast Quarter; thence South 89 degrees 33 minutes 07 seconds East, along the North line of said Northeast Quarter, 1298.97 feet to the Northeast corner of the Northwest Quarter of said Northeast Quarter; thence South 00 degrees 31 minutes 38 seconds West, along the East line of the Northwest Quarter of said Northeast Quarter, 141.40 feet to the true point of beginning of the tract to be herein described; thence continuing South 00 degrees 31 minutes 38 seconds West, along said East line, 614.70 feet; thence North 89 degrees 28 minutes 22 seconds West, 167.30 feet; thence North 22 degrees 30 minutes 31 seconds East, 80.51 feet; thence North 56 degrees 23 minutes 27 seconds West 137.50 feet; thence South 33 degrees 36 minutes 33 seconds West, 44.02 feet; thence North 56 degrees 23 minutes 27 seconds West, 122.43 feet; thence North 89 degrees 23 minutes 42 seconds West, 626.67 feet; thence North 00 degrees 45 minutes 44 seconds East, 43.80 feet; thence North 02 degrees, 58 minutes 43 seconds East, 74.22 feet to a point on the Southerly line of HUNTERS RIDGE - FIRST PLAT, a subdivision in Kansas City, Platte County, Missouri; thence North 36 degrees 35 minutes 40 seconds East, along said Southerly line 68.20 feet; thence South 53 degrees 24 minutes 20 seconds East, along said Southerly line, 11.02 feet; thence North 36 degrees 35 minutes 40 seconds East, along said Southerly line, 50.00 feet; thence South 50 degrees 11 minutes 35 seconds East, along said Southerly line, 127.47 feet; thence North 89 degrees 43 minutes 23 seconds East, along said Southerly line, 74.68 feet; thence South 89 degrees 33 minutes 07 seconds East, along said Southerly line, 417.15 feet; thence North 07 degrees 53 minutes 22 seconds West, along said Southerly line, 12.93 feet; thence North 77 degrees 52 minutes 06 seconds East, along said Southerly line 200.70 feet; thence Northerly on a curve to the left, along said Southerly line, having an initial tangent bearing of North 12 degrees 07 minutes 54 seconds West, a radius of 375.00 feet, a central angle of 05 degrees 43 minutes 50 seconds, an arc distance of 37.51 feet; thence North 72 degrees 08 minutes 16 seconds East, along said Southerly line, 159.03 feet to the true point of beginning.

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