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~~DECLARATION OF PROTECTIVE COVENANTS
OF
BARRY HARBOR, FOURTH PLAT~~

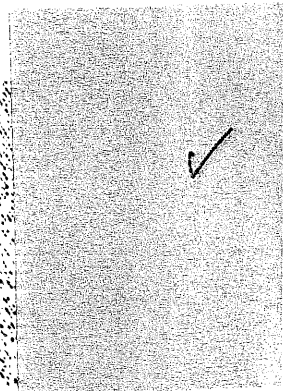
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WHEREAS, BARRY HARBOR, INC., a Missouri corporation ("BHI"), is now the owner of all the property platted as BARRY HARBOR, FOURTH PLAT, a subdivision in Kansas City, Platte County, Missouri, according to the recorded plat thereof (consisting of Lots 16 through 23 inclusive in Block 4; Lots 1 through 6 inclusive in Block 5; Lots 1 through 4 inclusive in Block 8), and now desires to place certain protective restrictions and reservations 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, BHI 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 BHI, 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 preservatives. 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 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 BHI, 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. In no event

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shall BHI, 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 BARRY HARBOR, including both the FIRST PLAT, the SECOND PLAT, THIRD PLAT and the FOURTH PLAT. 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 residence exclusive of garages, breezeways and similar portions of such residences. No one and one-half story single family residence shall contain less than 1,100 square feet of living area (as defined in the preceding sentence) on the main floor level or less than 1,600 square feet of total living area on all levels combined. No two story single family residence shall contain less than 1,000 square feet of living area (as defined above) on the first floor level or less than 1,600 square feet of total living area on all levels combined.

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 BHI, 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 from and after January 1, 1986, except that BHI, for itself and its successors and assigns, reserves the right to locate, construct, or move onto any lot or lots in BARRY HARBOR, FOURTH 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 BARRY HARBOR, FOURTH 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 BHI, 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, BHI, 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 BHI, 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. Notwithstanding any of the provisions of this paragraph, BHI, or such designated successor, is authorized to construct an enclosure surrounding the entire area of BARRY HARBOR, FOURTH PLAT, or surrounding the entire area of BARRY HARBOR FIRST PLAT, SECOND PLAT, THIRD PLAT and/or FOURTH PLAT, or any extensions thereof, in such style and of such construction as it may deem desirable, and may also erect such structures 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 around any of the buildings within BARRY HARBOR, FOURTH PLAT, nor shall any external television or radio antenna be erected or kept on or about any of the buildings, yards or property within BARRY HARBOR, FOURTH PLAT.

11. No noxious or offensive activity shall be carried on in BARRY HARBOR, FOURTH 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, 2009, 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 land herein described may release all of the lands hereby restricted from any one or more of said restrictions on January 1, 2009, or at the end of any successive fifteen (15) year period thereafter, by executing and acknowledging an appropriate agreement or agreements in writing for such purposes and filing the same for record not later than January 1, 2008, or at least one (1) year prior to the end of said successive fifteen (15) year period thereafter.

17. The protective covenants set forth herein shall run with the land, and shall bind BHI, its successors and assigns, and all parties claiming by, through or under it shall be taken to hold, agree and covenant with BHI, 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 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, or title to, said land, 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, and the failure of BHI, 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 BHI herein, except as specifically provided herein, shall inure to the benefit of BHI, 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.

IN WITNESS WHEREOF, the undersigned has hereunto caused this Declaration to be signed in its behalf by its Vice President, thereunto duly authorized to do so, and to be attested by its Secretary or Assistant Secretary, and has caused its seal to be affixed this 28th day of March, 1994.

BARRY HARBOR, INC.

By: Michael Morgan
Michael Morgan, Vice President

Dara Lundy
Asst. Secretary

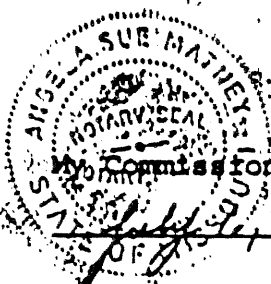
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STATE OF MISSOURI)
) ss.
COUNTY OF Clay)

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On this 28th day of March, 1994, before me appeared Michael Morgan, to me personally known, who being by me duly sworn, did state that he is the Vice President of BARRY HARBOR, INC., a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said individual acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal on the day and year last written above.



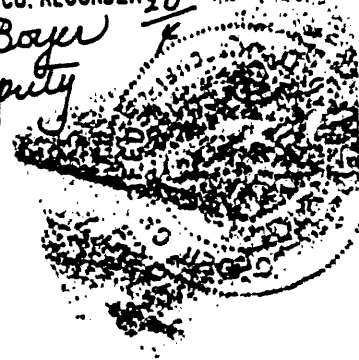
Angela Sue Matney
Notary Public within and for said
County and State

Angela Sue Matney

STATE OF MISSOURI SS
COUNTY OF PLATTE SS
I CERTIFY INSTRUMENT RECEIVED

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RECORDED BOOK 910 PAGE 585
IDA COX. PLATTE CO. RECORDER 20
Gloria Bayer
Deputy



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