

RECORDER'S CERTIFICATION
JACKSON COUNTY, MISSOURI

10/11/2002 04:48:16 PM

INSTRUMENT TYPE: REST FEE: \$65.00 16 Pages



INSTRUMENT NUMBER/BOOK & PAGE:

2002K0066497



MARY HELEN MURPHY, DIRECTOR OF RECORDS

DECLARATION OF RESTRICTIONS OF HUNTINGTON PLACE (The "Restrictions")

WHEREAS, HUNTINGTON PLACE DEVELOPERS, L.L.C., a Missouri Limited Liability Company, (herein referred to as "Developer" or "Grantor") is the owner of HUNTINGTON PLACE, (hereinafter referred to as either the "Subdivision" or Huntington Place") a subdivision in the City of Missouri City, Jackson County, Missouri, plats for which were recorded in the Office of the Recorder of Deeds of Jackson County, Missouri on October 3, 2002, as Document No. 2002KC3761; and *GRANTEE NONE*

WHEREAS, the said Developer has heretofore dedicated to the public all of the streets and roads shown on said plat for the use by the public, and

WHEREAS, said Developer now desires to place certain restrictions on the following described land, to-wit:

Lots 1 through 38 inclusive, First Plat of Huntington Place, a subdivision of land in the City of Missouri, Jackson County, Missouri, according to the recorded plat thereof (the Lot # is the legal description).

NOW, THEREFORE, in consideration of the premises, the Developer for itself and its successors, and assigns, and for its future grantees, hereby agrees that all of the Lots shown in the above described plat shall be and they are hereby restricted as to their use in the manner hereinafter set forth.

SECTION 1. DEFINITION OF TERMS USED

For purposes of these Restrictions, the following words and phrases shall have the following meanings:

1. The term "Developer" shall mean Huntington Place Developers, L.L.C., a Missouri Limited Liability Company.
2. The term "Street" shall mean any public street, road, drive or avenue of whatever name, as shown on said plat of Huntington Place.
3. The term "Outbuilding" shall mean an enclosed, covered structure upon a Lot, separate from and not directly attached to the residence constructed upon that same Lot

4. The term "**Lot**" may mean either any Lot as platted, or any parcel or parcels 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 the Developer, or from its successors and assigns.
5. The term "**Corner Lot**" shall be deemed to be any Lot as platted, or any parcel of land as conveyed, having more than One Street contiguous to it.
6. The term "**Front Street**" shall mean the Street upon which any Lot or part thereof fronts.
7. The term "**Side Street**" shall mean any Street other than a Front Street contiguous to any such Lot.
8. The term "**Tract**" shall mean any parcel as platted which is designated in said plat or by separate document as such, and which is, by said plat or document, further designated as "Common Area", as such phrase is defined in the Declaration.
9. The term "**Owner**" shall mean and refer to the fee simple Owner of any Lot.
10. The term "**Enclosed Floor Area**" shall mean and include, in all cases, areas on the first and second floor 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 basements, garages, porches, or attics; provided, however, that certain interior areas need not be immediately finished for occupancy if the residence is so designed and built that such areas can be finished at a later date without any structural changes being made in the exterior of the residence.
11. The term "**Restrictions**" shall mean and refer to the rights, reservations and limitations as to use of the Lots within the Subdivision as expressed herein, or as may be modified by amendments or additions thereto.
12. The term "**Common Area**" or "**Private Open Space**" shall mean and refer to such land as may be designated as such on the plat of Huntington Place, if any, or which may hereafter be designated as such on subsequent plats of Huntington Place or which may be created by separate document filed for that purpose with the Recorder of Deeds of Jackson County, Missouri.
13. The term "**Homes Association**" shall mean the Missouri not-for-profit corporation to be formed by the Developer for the purpose of serving as the Homes Association for the Subdivision.
14. The term "**Exterior Structure**" shall mean any structure erected or maintained on a Lot other than the main residential structure or any structural component thereof and shall include, without limitation, any deck, gazebo, greenhouse, doghouse or other animal shelter, outbuilding, fence, privacy screen, boundary, wall, bridge, patio enclosure, tennis court, paddle tennis court, swimming pool, hot tub, satellite dish, basketball goal, swing set, trampoline, sandbox, playhouse, tree house, or other recreational or play structure.

15. The term "Certificate of Substantial Completion" ("Certificate") shall mean a certificate executed, acknowledged, and recorded by the Developer stating that all, or at the Developer's discretion substantially all, of the Lots in the District (as then composed or contemplated by the Developer) have been sold by the Developer and the residences to be constructed thereon are substantially completed; provided, however, that the Developer may execute and record a Certificate of Substantial Completion or similar instrument in lieu thereof in its discretion at any time and for any limited purpose hereunder.

16. The term "Architectural Committee", for purposes of certain Exterior Structure as provided in Section 14 above shall mean:

- a) prior to the recording of the Certificate, the Developer (or its designees); and
- b) on and after the recording of the Certificate, a committee comprised of at least five members of the Homes Association who shall be appointed by the Board in an impartial manner from the Homes Association members who indicate a willingness to serve on the committee.

17. The term "Board" shall mean the Board of Directors of the Homes Association.

SECTION 2. PERSONS BOUND BY THESE RESTRICTIONS

All persons and corporations who now 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 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 December 31, 2025 however, that each of said restrictions shall be renewable in the manner hereinafter set forth.

SECTION 3. USE OF LAND

Excluding "Tracts A, B, C and D", none of the Lots hereby restricted may be improved, used or occupied for other than private residential purposes; and no duplex, flat or apartment house, although intended for residential purposes, may be erected thereon. Any residence erected or maintained on any of the Lots hereby restricted shall be designed for occupancy by a single family. No residential building which has previously been at another location shall be moved onto any Lot. No "earth" homes shall be permitted. No Outbuilding or Exterior Structure shall be erected for use in a business and no business of any nature may be operated or conducted on the Lots herein restricted, nor shall anything be done thereon which may be or become a nuisance to the Subdivision, provided always, however, that the Developer reserves the right, for so long as the Developer owns any Lot or Tract within Huntington Place, to maintain a residential real estate sales office upon any of the Lots or Tracts for the purpose of promoting, advertising for sale, showing and selling Lots, either improved or unimproved, within Huntington Place.

SECTION 4. REQUIRED HEIGHT OF RESIDENCES

Any residence erected on any of the Lots hereby restricted shall not be more than two and one-half (2 1/2) stories (including a walkout if applicable) in height, provided, however, that a

residence more than two and one-half (2 1/2) stories in height may be erected thereon with the consent in writing of the Architectural Committee.

SECTION 5. FRONTAGE OF RESIDENCES ON STREETS

1. Frontage. Any residence erected wholly or partially on any Corner Lot, or any part or parts thereof, shall front or present a good frontage on the Street or Streets designated by the Developer, in its deed to said Lot or part thereof.

2. Exceptions. It is provided however, that if any part less than the whole of any Corner Lot so acquired, the provisions hereof requiring a residence erected on a Corner Lot to front or present a good frontage on the Street or Streets designated by the Developer, 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 of the Street, and said part of any Corner Lot so acquired shall be subject to the restrictions applicable to the inside Lot.

SECTION 6. SETBACK OF RESIDENCES FROM STREET

1. Setbacks. No part of any residence or fence, except as hereinafter provided, may be erected or maintained on any of the Lots hereby restricted, nearer to the Front Street or the Side Street than is the front building or the side building line shown on said plat of the Subdivision, on the Lot or Lots on which such residence may be erected, provided, however that the 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 upon compliance with the requirements of the City of Kansas City, Missouri, and may at any time with the consent in writing of the then record Owners of the fee simple title to any such Lot, change any such building line which is shown on said plat on any such Lot or Lots, or which may in such sale and conveyance be established by it; provided, however, that no fences or walls more than two (2) feet high may be erected nearer the Front Street than the front building line of the house as erected, nor nearer the Side Street than the nearest building line of the residence as erected. Reference is made herein to the building lines for the purpose of determining the location of any residence with reference to the adjoining Street. In case of the relocation of any of said Street, changes may be made in any of said building lines provided that such building lines shall in no way be established nearer to the new location of any of said Streets than are the building lines on said plat with reference to the present location of said Street. The Developer shall have 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, upon compliance with the requirements of the City of Kansas City, Missouri.

2. Projections. Those parts of the residence which may project to the front of and be nearer to the lot line than the building setback lines shown on said plat or as applied by the City of Kansas City, Missouri, and the distance which each may project are as follows:

- a) Window Projections: Bay, bow, or oriel, dormer and other projecting windows may project beyond the front building lines and the side building lines not to exceed three (3) feet, or such lesser amount as may be specified by the Ordinances of the City of Kansas City, Missouri.
- b) Miscellaneous Projections: Cornices, spouts, chimneys, brackets, pilasters, grillwork, trellises and other similar projections, and any other projections for purely ornamental

purposes, may project beyond the front building lines and side building lines not to exceed three (3) feet, or such lesser amount as may be specified by the Ordinances of the City of Kansas City, Missouri.

- c) Vestibule Projections: Any vestibule not more than one (1) story in height may project beyond the front building lines and the side building lines not to exceed four (4) feet, or such lesser amount as may be specified by the Ordinances of the City of Kansas City, Missouri.
- d) Cantilever Projections: Upper stories on any residence may not project beyond the building lines.

SECTION 7. REQUIRED SIZE OF RESIDENCE

1. Minimum Sizes. Unless approved by variance by the Architectural Control Committee, any residence erected on any Lot in Huntington Place shall contain a minimum of 1,750 square feet of "Enclosed Floor Area" with respect to a one (1) story home. Any residence of two (2) stories in height erected on any of said Lots shall contain a minimum of 1,250 square feet of "Enclosed Floor Area" on the first floor. With respect to "split level" or one and one-half (1-1/2) stories in height erected on any of said Lots they shall contain a minimum of 1,600 square feet of such "Enclosed Floor Area" on the first floor.

2. Prohibited Styles. Without the prior written consent of the Architectural Committee, no residential building designed as a "ranch with basement garage" shall be constructed on any Lot. The Architectural Committee may only approve such construction style upon considering special topographical or soil conditions which impact or limit the style of home construction. The Developer, the Architectural Control Committee or the Homes Association, whichever may be the case, shall not be liable for any discretionary approval, disapproval or failure to approve any matter submitted for their or its approval as required by the provisions of these Restrictions or the Declaration. The Architectural Committee reserves the absolute and incontestable right to determine whether special Lot conditions limiting construction style exist, and whether any bi-level residence violates the meaning of this provision and further whether the Enclosed Floor Area of any bi-level residence (as distinguished from traditional one and one-half (1 1/2) or two (2) story residences) meets the minimum requirements provided for hereunder, and such determination shall be final. The Architectural Committee hereby also reserves the right to reduce any of the Enclosed Floor Area requirements set forth above.

SECTION 8. FREE SPACE REQUIRED

The main body of any residence, including attached garages, attached greenhouses, and porches, enclosed or unenclosed, covered or uncovered, but exclusive of all other projections set forth in Section 6, erected or maintained on any of the Lots hereby restricted or on any part or parts thereof, as shown on the aforesaid plat, shall not occupy more than eighty five percent (85%) 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, and shall meet all requirements that may exist by virtue of ordinances imposed by the City of Kansas City, Missouri or established by the Developer without the approval in writing of the Architectural Committee.

SECTION 9. RIGHT TO APPROVE PLANS

1. Architectural Control Committee. No building shall be erected, placed or altered on any Lot in this Subdivision until the building plans, specifications and plot plan showing the location of such building have been approved in writing as to conformity and harmony of external design with existing structures in the Subdivision, and as to location of the building with respect to topography and finished ground elevation by the Architectural Control Committee which is initially composed of the following members:

Huntington Place Developers, L.L.C.

H Steven Rothstein, Manager -- 2016 West 43rd Avenue
Kansas City, Kansas 66103

2. Request for Approval. Upon any such request for approval, the party requesting such approval shall submit simultaneously with said request three (3) copies of each of the following documentation.

- a) Exterior elevations delineating front elevation, back elevation and both side elevations, with adequate detail on exterior flues and decks.
- b) Site plan of the residence as it will sit on the Lot.
- c) All floor plan(s), including a foundation plan.
- d) A list of all exterior materials to be used which will include roof, masonry, siding and windows.
- e) Ten (10) days prior to commencement of exterior painting, a schedule of exterior colors to be used.
- f) Ten (10) days prior to commencement of any planting, a landscape plan showing proposed planting for the yard.

The documentation listed above is intended only as a minimum requirement and the Architectural Control Committee shall be free to request any and all other documentation that said Committee in its sole discretion deems necessary including a complete set of plans and specifications. All such documentation shall be signed by the party requesting its approval. The Committee shall render a decision within thirty (30) days of receipt of all materials. In the event said Committee, or its designated representative fails to approve or disapprove such design and location within such thirty (30) day period, the party submitting may send a demand letter to the Committee requesting a determination (the "demand letter"). If the Committee does not respond within then (10) days of receipt of the demand letter, such approval will be deemed to have been given in accordance with the materials submitted.

3. Dismissal, Death or Resignation. Any member of the Committee may be dismissed from said Committee provided that a three-fourth (3/4) majority of the above-named members, other than the member whose dismissal is the subject of the vote, vote for such dismissal. In the

event of the death or resignation of any member of said Committee, the remaining member, or members, shall have full authority to approve or disapprove such design and locations, or to designate a representative with like authority, and to designate a successor. Neither the members of such Committee, nor its designated representative, shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record Owners of one hundred percent (100%) of the Lots shall have the power through a duly recorded written instrument to eliminate the Committee and/or one or more of the restrictions it enforces or restore to it any of its powers and duties.

4. Location of Improvement on Lots. Anything in these Restrictions to the contrary notwithstanding and prior to the recording of the Certificate, the Developer, its successors and assigns, shall have, and does hereby reserve, the right to determine the location of all buildings upon the respective Lot or Lots, except as it may be restricted in the making of such determination by governing city ordinances, the provisions of Sections 6 & 8 herein, and the relation of the top of the foundation thereof to the Street level.

SECTION 10. MAINTAINING SIGHT DISTANCE

No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways, shall be placed or permitted to remain on any Corner Lot within the triangular area formed by the Street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the Street property lines extended. The same sight-line limitations shall apply on any Lot within ten (10) feet from the intersection of the Street property line with the edge of a driveway or alley. No trees shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

SECTION 11. MOBILE HOMES, MANUFACTURED HOMES, RESIDENTIAL DESIGN MANUFACTURED HOMES AND MODULAR HOMES PROHIBITED

No Mobile Homes, Manufactured Homes, Residential Design Manufactured Homes or Modular Homes, as herein defined shall be allowed to be erected on any of the Lots herein restricted.

SECTION 12. REQUIRED BUILDING MATERIALS

1. Developer or Architectural Control Committee shall approve the exact location and front and rear elevations and foundation exposure of each residence. All exterior basement foundations and walls that are exposed above final grade shall be no more than six (6) inches on the front and twelve (12) inches on the sides and rear, unless the Architectural Control Committee consents to greater exposure.

2. Roofs shall be 40 year, GAF Timberline Select 40 composition shingles. Color shall be Weathered Wood Blend. Other specific types and colors may only be incorporated in this development with prior approval from the Architectural Control Committee.

3. Exterior walls of all residences and all appurtenances thereto shall be of stucco, brick, stone, lap siding, glass, wood siding or any combination thereof. "Smart Board" is an acceptable siding for sides that do not front on a street and it is also acceptable on the rear of all homes. Board

and bat siding, manufactured stone and lava rock is prohibited for exterior walls unless approved by the Architectural Control Committee. All exterior materials, products and colors must be approved by the Architectural Control Committee. **Architectural treatment and materials on the front of each house are to be masonry material (or lap-siding if all other portions of residence are lap-siding) and all such materials on the front of each residence are to be continuous from one front corner to the other including all intervening side returning walls unless otherwise approved by Architectural Control Committee.**

4. All wood and Masonite exteriors, except roofs, shall be covered with a workmanlike finish of (two) coats of high quality paint or stain unless another finish is approved in writing by the Architectural Control Committee. Further, all exterior color schemes of any residence must be approved in writing by the Architectural Control Committee at time that plans are submitted for approval. All guttering must be painted and/or pre-finished. Exterior decks may remain in an unfinished, raw wood condition, or may be painted or stained to coordinate with the exterior of the residence. Plans for exterior decks, including colors of paint or stain must be approved in writing by the Architectural Control Committee. If paint colors have not been selected prior to construction, no paint may be applied prior to approval by the Architectural Control Committee.

5. All windows shall be either thermal pane casement, thermal plane double hung or single glaze double hung with storms. All windows shall be vinyl or vinyl clad. All exterior doors and louvers shall be functional.

6. All exterior flues (being those flues outside the building sidewalls) must be detailed in the drawings submitted to the Architectural Control Committee, and must include a foundation under the projection and a decorative metal cap. Wood flues may be utilized within the building sidewalls when approved in writing by the Architectural Control Committee. No zero clearance fireplace flue tops not conforming to Developer's drawings showing pre-approved installations of such zero clearance fireplace flue tops are to be erected or installed upon any home located within the subdivision without the written approval of the Architectural Control Committee.

7. All residences shall have installed an add-on heat pump.

8. The Developer strives to create a unique community with each lot having its own unique characteristics. Homeowners are encouraged to build three car garages. Any building products or construction methods which may come into general usage for dwelling construction after the date of these Restrictions shall be acceptable if approved in writing by the Architectural Control Committee.

SECTION 13. COMMENCEMENT AND COMPLETION OF CONSTRUCTION

1. Unfinished or Incomplete Construction or Finishing. No excavation, foundations, footings, building or other form of improvement on any Lot shall be permitted to remain in an unfinished condition for longer than one (1) year after commencement of construction, unless, prior to expiration of same, an extension of such one (1) year period has been, at the absolute discretion of said Architectural Control Committee, approved in writing by the Architectural Control Committee upon Owner's submission to such Architectural Control Committee of a written application for such extension wherein Owner has demonstrated to the satisfaction of the Architectural Control Committee why such construction cannot be completed within such time period. In the event of fire, windstorm, or other damages, no building on any Lot shall be permitted to remain in damaged condition longer than three (3) months. Any Owner of a structure

in violation of this section may, in the discretion of the Architectural Control Committee, be assessed a fine of from One Dollar (\$1.00) to One Hundred Dollars (\$100.00) per day for every day the violation continues.

2. Liens. The fine provided for herein, if not paid when due by said Owner, shall become a lien upon the real estate upon which the structure in violation of this section is located, provided, however, that such lien shall be inferior and subordinate to the lien of any valid first mortgage now existing or which may hereafter be placed upon said real estate. Said fines shall be due thirty (30) days from the date of notification of the then record Owner of any Lot upon which the violation occurs, and if not paid within said thirty (30) days period, shall bear interest at the rate of eighteen percent (18%) per annum until paid. Any such interest accruing shall also be a lien upon the real estate and all such liens may be enforced by the Association in any court in Jackson County Missouri, having jurisdiction of suit for the enforcement of such liens.

SECTION 14. LANDSCAPING AND LAWNS

1. Prior to the commencement of construction of each residential building, a landscaping plan or letter illustrating and describing landscaping improvements to the Lot must be submitted to the Developer or Architectural Control Committee for approval. The landscaping allowance for the front yard shall be a minimum of \$1,500.00 in addition to required sod. Landscaping Allowance for corner lots shall be a minimum of \$2,000.00 in addition to required sod. Said allowance shall include two trees in the front yard, one ornamental having at least a one and one-half (1 ½") trunk diameter and one hardwood having at least a two inch (2") trunk diameter and shall further include one parkway tree. The recommended species for hardwood trees are Oak, Ash or Maple (no soft Maple). The recommended species for ornamental trees are Crab, Redbud or Aristocrat Pear. Other species are subject to review by the Architectural Control Committee. Foundation planting shall include a minimum of five (5), three (3) to five (5) gallon plants. The Owner will maintain said trees and replace same if necessary. The Owner shall landscape the Lot to the same standards as that generally prevailing throughout the Subdivision and similar subdivisions in the area. Prior to occupancy, all lawns, including all areas between each residential building and any adjacent Street, regardless of the existence and location of any fence, boundary wall, barn, sidewalk or right-of-way line, shall be fully sodded with fine blade Fescue, except in such areas designated by Developer to be left as natural area, and each Lot shall be fully and completely landscaped pursuant to the landscape plan herein provided for. The Owner of each Lot at all times shall keep his lawn, including areas between his residence and any adjacent Street, fully sodded and shall keep the lawn uniformly mowed and clipped with a length of grass not to exceed four (4) inches. Each builder shall use their best efforts to avoid removal of trees on each lot except for foundations, patios, decks, driveways and sidewalks. Landscaping plan must be approved by the Architectural Control Committee prior to the start of construction.

2. The Owner of a Lot acknowledges that all of the landscaping allowance must, in fact, be spent for landscaping in front of the home. None of this amount shall be applied to sod or irrigation systems. Credits of any nature will not be permitted with respect to this allowance. Should the landscape plan submitted by the Owner be approved by Developer, then weather permitting, all landscaping shall be completed prior to closing. Should weather not permit, Title Company shall hold all of the allowance until the work is completed by a landscape company or the Owner has provided the listing agent with copies of paid invoices totaling no less than the landscaping allowance. In any event, the allowance shall only be released when the landscaping is actually installed.

SECTION 15. LANDSCAPING EASEMENTS (S)

Developer retains a right-of-way across those aforementioned segments of real property specifically delineated on the Plat of Huntington Place as "Landscape Buffer" the purpose of allowing Developer the right to enter, construct and maintain poles, wires, anchors, pipes, sewer drains, conduits, surface drainage facilities, and sidewalks, and further to mow grass, trim shrubbery, install, maintain or operate sprinkler systems, and/or to undertake any and all necessary work associated with maintaining the appearance of the same. Any mowing, trimming or landscaping work or maintenance of the sprinkler systems, if any, shall be undertaken by Developer at cost to the persons and/or corporations acquiring any interest in any Lot in the Subdivision.

SECTION 16. COMMON AREAS

1. The Developer and its successors, assigns, and grantees, as Owners of Lots in this District, shall have the right only for the intended use of the common areas, if any. Such right and easement shall be appurtenant to and shall automatically pass with the title to each Lot and shall be subject to the rights (including ownership) of any governmental authority or any utility therein or thereto.
2. The Developer covenants and agrees to convey all of its rights, title, and interest in the Common Areas, if any, to the Homes Association no later than one month after the Developer has recorded the Certificate.
3. The ownership by the Homes Association of any Common Area, including tracts D and E, and the right and easement of enjoyment of the Owners in the District as to any Common Area shall be subject to the right of the Developer to convey sewage, water, drainage, maintenance and utility easements over, under, upon, and through such Common Area as provided in Section 21 below.
4. No owner shall improve, destroy, or otherwise alter any Common Area without the express written consent of the Developer or the Homes Association, as applicable.
5. The Developer and its successors, assigns, and grantees, as Owners of Lots in this District, shall have the responsibility to maintain Tracts B and C including mowing, and any other maintenance required thereon.
6. The Developer and the Homes Association shall have the right to make additional rules, regulations, and restrictions pertaining to the use of any Common Area.

SECTION 17. EXTERIOR STRUCTURES

No **Exterior Structure** shall be erected upon, moved onto, or maintained upon any Lot except with and pursuant to the advance written approval of the Architectural Committee; provided, however, that the approval of the Architectural Committee shall not be required for any Exterior Structure erected by or at the request of the Developer or any Exterior Structure that has been specifically approved by the Developer prior to the issuance of a temporary or permanent

certificate of occupancy as part of the residential construction plans approved by the Developer and has been built in accordance with such approved plans.

1. No front yard fences allowed except for short fences completed by Section 6 paragraph 1. Fences for corner lots shall be set 10' behind the building line or as so designated by the Architectural Control Committee. Fences may be 6' tall at the south property line of lots 1 through 14. All other fences shall not exceed 5' tall. Fences shall be of cedar privacy type or iron. All fences must be approved by the Architectural Control Committee.

2. All **basketball goals** shall be free-standing and shall not attach to the residence unless the Architectural Committee determines that there are compelling reasons for the basketball goal to be attached to the residence. All basketball goals shall be consistent with the standard designs and materials to be selected by the Architectural Committee, which may include glass backboards. The Architectural Committee shall have the right to establish reasonable rules regarding the location and the hours of use of basketball goals, any such rules shall be binding upon all of the Lots.

3. All **recreational or play structures** (other than basketball goals) shall be located in the back yard line of the residence.

4. No above ground **swimming pools** shall be permitted. All pools and hot tubs shall be fenced or otherwise adequately screened. All pools and tubs shall be kept clean and maintained in operable condition.

5. All outside **doghouses and other animal shelters** shall be up against or within two feet of the residence, shall be painted (where appropriate) the same color as the residence, and shall have roofs (where appropriate) that are compatible with the residence.

6. No Exterior Structure that is prohibited under Section 18 below shall be permitted under this Section 17.

SECTION 18. BUILDING FOR USES OTHER THAN FOR RESIDENTIAL PURPOSES; NOXIOUS ACTIVITIES; MISCELLANEOUS

1. No residence or Exterior Structure shall ever be placed, erected, or used for business, professional trade, or commercial purposes on any Lot; provided, however, that this restriction shall not prevent an Owner from maintaining an office area in his residence in accordance with the applicable ordinances of the City of Kansas City, Missouri.

2. No noxious or offensive activity shall be carried on with respect to any Lot, nor shall any trash, ashes, or other refuse be thrown, placed, or dumped upon any Lot or Common Area, nor shall anything be done which may be or become an annoyance or a nuisance to the Subdivision. Each Owner shall properly maintain his Lot in a neat, clean, and orderly fashion. All residences and Exterior Structures shall be kept and maintained in good condition and repair at all times.

3. No vehicle, trailer, bus, van, camper, boat, or similar apparatus shall be parked, left, maintained, repaired, serviced, or stored on any Lot or in any yard. No truck or commercial vehicle shall be parked, left, or stored on any driveway or street for more than an eight-hour period. No trailer, bus, van, camper, boat, or similar apparatus shall be parked, left, or stored in

any driveway or street for more than a 24-hour period. It is the intent of the parties hereto that all automobiles and vehicles shall be kept in an enclosed garage whenever possible. Motorized vehicles shall not be operated on any Lot or Common Area, other than in the street.

4. With the exception of "TRACT A, ", no television, radio, citizen's band, short wave or other antenna, satellite dish, solar panel, clothesline or pole, or other unsightly projection shall be attached to the exterior of any residence or erected in any yard. Satellite dishes up to 18 inches in diameter may be permitted with the location to be approved by the Architectural Committee. Should any part or all of the restriction set forth in the preceding sentence be held by a court of competent jurisdiction to be unenforceable because it violates the First Amendment or any other provision of the United States Constitution, the Architectural Committee shall have the right to establish rules and regulations regarding the location, size, landscaping, and other aesthetic aspects of such projections so as to reasonably control the impact of such projections on the neighborhood, and any such rules and regulations shall be binding upon all of the Lots. No lights or other illumination shall be higher than the residence.

5. All garage doors shall remain closed at all times except when necessary for entry or exit.

6. Garage sales, sample sales, or similar activities shall be restricted to once every other year, to be held on a 4-day week-end (commencing on a Thursday and ending on a Sunday).

7. Other than the Developer furnished mailbox provided per United States Post Office requirements, no mailbox or standard therefore shall be erected or installed.

8. No speaker, horn, whistle, siren, bell, wind chimes or other sound device, except intercoms and those used exclusively for security purposes, shall be located, installed or maintained upon the exterior of any residence or in any yard.

9. In the event of vandalism, fire, windstorm, or other damage, no residence or Exterior Structure shall be permitted to remain in damaged condition for longer than three months.

10. No shed, barn, detached garage, or shop storage facility shall be erected upon, moved into, or maintained upon any Lot.

11. No fuel storage tanks of any kind shall be permitted.

12. No driveway shall be constructed in a manner as to permit access to a street across a rear lot line.

13. The Architectural Committee has the right to allow variances of all requirements contained herein.

SECTION 19. ANIMALS

No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot except that dogs, cats, and other common household pets may be kept so long as they are not kept, bred, or maintained for commercial purposes and do not constitute a nuisance to the

residents of the Subdivision. In no event, however, shall more than three dogs or cats, or combination thereof, be raised, or maintained on any Lot.

SECTION 20. BILLBOARDS PROHIBITED

No signs, advertisements, billboards, or advertising structures of any kind may be erected or maintained on any of the Lots hereby restricted without the consent in writing of the Architectural Control Committee, provided, however, that permission is hereby granted for the erection and maintenance of not more than one (1) advertising board on each Lot as sold and conveyed, said advertising board to be provided by Developer, and may be used for the sole and exclusive purpose of advertising for sale or lease the Lot upon which they are erected; and provided further, that nothing in this section shall be constructed to prohibit the erection of subdivision entrance structures by the Developer, its grantees, assignees, or licensees at such place or places as it or they may determine, which structures may or may not display the name of said subdivision. Developer shall have the right to erect and maintain subdivision signs in accordance with size requirements imposed by the City of Kansas City, Missouri.

SECTION 21. EASEMENTS and TRACTS

Easements and Tracts for installation and maintenance of the monument signs at the entry on Wornall and for utilities and drainage facilities are reserved as shown on the recorded Plat of the Subdivision.

SECTION 22. COVENANTS RUNNING WITH THE LAND; ENFORCEMENT

The agreements, restrictions, and reservations herein set forth are and shall be covenants running with the land into whatsoever hands any of the property in the Subdivision shall come. The Developer, its successors and assigns, and grantees and all parties claiming by, through, or under them shall conform to and observe such agreements, restrictions, and reservations. No agreement, restriction, or reservation herein set forth shall be personally binding upon any Owner except with respect to breaches thereof committed during its or his seizing of title to such Lots; provided, however, that the immediate grantee from the builder of the residence on a Lot shall be personally responsible for breaches committed during such builder's ownership of such Lot.

The Developer, its successors and assigns, and all other Owners of any of the Lots and the Homes Association shall have the right (but not the obligation) to sue for and obtain an injunction, prohibitive or mandatory, to prevent the breach of or to enforce the observance of the agreements, restrictions, and reservations herein set forth in addition to any action at law for damages. The failure to enforce any of the agreements, restrictions, or reservations 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.

SECTION 23. ASSIGNMENT OF DEVELOPMENT RIGHTS

The Developer shall have the right to assign and set over to any person(s) or entity all or any part of the rights, benefits, powers, reservations, privileges, duties, and responsibilities herein reserved by or granted to the Developer; and upon such assignment, the assignee shall then for all purposes be the Developer hereunder with respect to the assigned rights, benefits, powers,

reservations, privileges, duties, and responsibilities. Such assignee and its successors and assigns shall have the right and authority to further assign, convey, transfer, and set over the rights, benefits, powers, reservations, privileges, duties and responsibilities hereunder.

SECTION 24. DURATION OF RESTRICTIONS

Each of the Restrictions herein set forth shall continue and be binding upon the Developer and upon its successors and assigns, providing Developer continues to own Lots in the Development, and the Owners until December 31, 2025. Each of the Restrictions herein set forth shall automatically be continued thereafter for successive period of ten (10) 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 specifically restricted, and set forth in this instrument, may release all of the land which is hereby restricted from any one or more of the restrictions herein set forth on December 31, 2025, or at least ten (10) days prior to the expiration of any successive ten (10) year period after December 31, 2025.

SECTION 25. SECURITY

Neither the Homes Association, the Developer, nor any successor thereof shall in any way be considered insurers or guarantors of security within the Huntington Place properties. The Homes Association, the Developer and all successors thereof do not represent or warrant that any fire protection system, burglar alarm system or other security system designated by or installed according to guidelines established by the Homes Association, the Developer any successor thereof may not be compromised or circumvented, that any fire protection or burglar alarm systems or other security systems will prevent loss by fire, smoke, burglar, theft, hold-up, or otherwise. Each owner, guest, and invitee of any Owner assumes all risks for loss or damage to persons, and property on the Owner's Lot.

SECTION 26. ADDITION OF OTHER LAND

The Developer shall have, and expressly reserves, the right from time to time to add such other land as it may now own or hereafter acquire, to the operation of the provisions of these Restrictions, by executing and acknowledging any appropriate agreement or agreements for that purpose and filing the same for record in the office of the Recorder of Deeds of Jackson County, Missouri. When any other land is so subject to the provisions hereof, whether the same consists of one or more tracts or whether said additions shall be made at one or more times, said land so added shall be subject to all of the terms and provisions hereof, in the same manner and with like effect as though the same had been originally described herein and subject to the provisions hereof.

SECTION 27. TERMS AND PROVISIONS OF BUILDER'S REAL ESTATE CONTRACT

The person (s) to whom a lot hereby restricted is conveyed prior to issuance of the first Certificate of Occupancy for a residence on such Lot (for purposes of this Section, said person hereinafter referred to as the "Buyer") shall be taken to hold and agree that such conveyance is made upon the condition that, and in consideration of, said Buyer's agreement to comply with and perform the following covenants and conditions contained in the standard "Builder's Real Estate Contract for Huntington Place."

1. Insurance. Buyer agrees, on the date of closing, to provide to Developer a Certificate of Insurance evidencing workers compensation and liability insurance required to be maintained by Buyer, such liability insurance to be no less than \$500,000 single-limit and to include products and/or completed operations.

2. Manholes. It is understood and agreed that Buyer is responsible to check all manholes on Lot or Lots purchased and notify Developer in writing at Developer's address, 2016 West 43rd Avenue, Kansas City, Kansas 66103, of any damage needing correction prior to Lot closing. Developer will not be responsible for unreported manhole damage.

3. Sidewalks. Buyer agrees that in the event the City of Kansas City, Missouri or any other governmental body having jurisdiction over the real estate herein conveyed requires that sidewalks be installed upon such property, that said Buyer will install said sidewalks in accordance with the requirements of said governmental body at Buyer's sole cost and expense.

4. Indemnification. During the period of construction of improvements upon any Lot, Buyer herein shall indemnify and save Developer and the Architectural Control Committee harmless from any and all claims brought by any persons or entities existing or arising out of the construction of a residence upon any Lot within Huntington Place, for variances allowed from any requirements here-in contained, for the warranty claims of a subsequent purchaser of the residence from the Buyer, and for Buyer's "call back" on any completed residence.

SECTION 28. SEVERABILITY

Invalidation of any of the provisions set forth herein, or any part thereof, by an order, judgment, or decree of any court, or otherwise, shall not invalidate or affect any of the other provisions, or any part thereof, but they shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned has caused these presents to be executed this 9th day of October, 2002.

By: HUNTINGTON PLACE DEVELOPERS, L.L.C.

By: H. Steven Rothstein
Name: H. Steven Rothstein
Title: Manager

ACKNOWLEDGEMENT

STATE OF Kansas

COUNTY OF Ward

On this 7th day of October, 2002, before me the undersigned, a Notary Public in and for the County and State aforesaid, came H. Steven Rothstein, Manager of Huntington Place Developers, L.L.C., and who is personally known to me to be the same person who executed the within instrument on behalf of said limited liability company as Manager, of Huntington Place Developers, L.L.C., and such person duly acknowledged the execution of the same to be the act and deed of said limited liability company.

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

AM Gault
NOTARY PUBLIC AM Gault
Notary Public - State of Kansas
My Exp. Expires 2/19/04