



Lots 17 through 32, inclusive, Block 2; Lots 2 and 3, Block 5, Lots 1 through 10, inclusive, Block 6; and Tracts A and B, NORTH LAKES – FIFTH PLAT, a subdivision of land in the City of Kansas City, Platte County, Missouri, according to the recorded plat thereof duly filed for record in the office of the Recorder of Deeds for Platte County, Missouri on the 5<sup>th</sup> day of January 1994, in Plat Book 18 at Page 205 under Document No. 0000172; and

Lots 13 through 17, inclusive, Block 5; Lots 11 and 28, inclusive, Block 4; and H.A. Tract 1, H.A. Tract 2, H.A. Tract 3 and Tract A, NORTH LAKES – SIXTH PLAT, a subdivision of land in the City of Kansas City, Platte County, Missouri, according to the recorded plat thereof duly filed for record in the office of the Recorder of Deeds for Platte County, Missouri on the 4<sup>th</sup> day of June 1999, in Plat Book 19 at Page 53 under Document No. 0009800.

Date of this Document: \_\_\_\_\_, 2024.

WHEREAS, the Declaration of Restrictions of North Lakes dated May 20, 1987 is recorded as Document No. 042959 in Book 704 at Page 113 of the Platte County deed records (“Restrictions”) and the Homes Association Declaration North Lakes dated June 25, 1987 is recorded as Document No. 043678 in Book 704 at Page 827 of the Platte County deed records (“Homes Declaration”); and

WHEREAS, the North Lakes Homes Association and at least two-thirds (2/3) of the Owners of the Lots within the District desire to amend and fully restate the Homes Declaration and the Restrictions, and any amendments thereto, to combine them into one document, this First Amended and Fully Restated Declaration of Restrictions and Homes Association Declaration of North Lakes; and

WHEREAS, pursuant to Section XV of the Homes Declaration, the Homes Declaration can be amended by written consent of the Owners of two-thirds (2/3) of the Lots within the District as then constituted, evidenced by a Declaration duly executed and acknowledge by such Owners and recorded in the office of the Recorder of Deeds, Platte County, Missouri; and pursuant to Section XXXIV of the Restrictions, the Restrictions can be amended with the written consent of the Owners of two-thirds (2/3) of the Lots in North Lakes and the proper instrument in writing be executed and recorded in the office of the Recorder of Deeds for the County of Platte, Sate of Missouri; and

WHEREAS, the undersigned, being and constituting the Owners of least two-thirds (2/3) of the Lots within North Lakes, by their written acknowledgment below, consent to this First Amended and Fully Restated Declaration of Restrictions and Homes Association Declaration of North Lakes (“Restated Declaration”), hereby amending and fully restating the Restrictions, Homes Declaration, and any and all amendments thereto.

NOW, THEREFORE, in consideration of the premises, the North Lakes Homes Association, for itself, and for its successors and assigns, and for its future grantees, hereby declares that all of the real property within the District shall be held, sold, conveyed, and occupied subject to the conditions, covenants, restrictions, reservations, and easements (sometimes referred to as “restrictions”) hereinafter set forth.

**SECTION 1.** DEFINITION OF TERMS USED:

For the purposes of these restrictions, the word “Developer” shall mean NORTH LAKES DEVELOPMENT COMPANY, INC.

The word “Street” shall mean any street, road, drive or avenue or whatever name, as shown on said plat of NORTH LAKES.

The word “Outbuilding” shall mean an enclosed, covered structure, 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 the 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.

An “Inside Lot” shall be deemed to be any Lot other than a Corner Lot.

The word “Association” shall mean the homeowners association formed under the name NORTH LAKES HOMES ASSOCIATION, said association being incorporated under the laws of the State of Missouri as a Not-For-Profit corporation.

The word “Common Properties” shall mean all real and personal property, including but not limited to; lakes, private open areas, clubhouses, swimming pools, tennis courts, jogging trails and walkways now or hereafter owned in fee by the Association or designated on any Plat of NORTH LAKES as private open space or private open area for the common use and enjoyment of the members as provided herein. The Common Properties in NORTH LAKES - FIRST PLAT, are Tracts A, B, C, D and E as shown on the said NORTH LAKES - FIRST PLAT described herein. The Common Properties in NORTH LAKES – SECOND PLAT, are Tracts F, G, H, I & J as shown on the said NORTH LAKES – SECOND PLAT described herein. The Common Properties in NORTH LAKES – THIRD PLAT, are Tract “A” as shown on the said NORTH LAKES – THIRD PLAT described herein. The Common Properties in NORTH LAKES – FIFTH PLAT, are Tracts A and B as shown on the said NORTH LAKES – FIFTH PLAT as described herein. The Common Properties in NORTH LAKES – SIXTH PLAT, are H.A. Tract 1, H.A. Tract 2, H.A. Tract 3 and Tract A as shown on the said NORTH LAKES – SIXTH PLAT described herein.

The term “District” as used in this Declaration shall mean, unless and until extended as hereinafter provided, all of the Lots and Tracts as shown on said plat of NORTH LAKES, FIRST PLAT, a subdivision in the City of Kansas City, Platte County, Missouri, as Document No. 042958, appearing in Plat Book 17, at Page 208, and recorded on June 17, 1987; NORTH LAKES, SECOND PLAT, a subdivision in the City of Kansas City, Platte County, Missouri, as Document No. 010646, appearing in Plat Book 17, at Page 318, and recorded on October 21, 1988; NORTH LAKES, THIRD PLAT, a subdivision in the City of Kansas City, Platte County, Missouri, as Document No. 011202, appearing in Plat Book 18, at Page 134, and recorded on August 18, 1992; NORTH LAKES, FOURTH PLAT, a subdivision in the City of Kansas City, Platte County, Missouri, as Document No. 0006243, appearing in Plat Book 18, at Page 168, and recorded on May 6, 1993; NORTH LAKES, FIFTH PLAT, a subdivision in the City of Kansas City, Platte County, Missouri, as Document No. 0000172, appearing in Plat Book 18, at Page 205, and recorded on January 5, 1994; NORTH LAKES, SIXTH PLAT, a subdivision in the City of Kansas City, Platte County, Missouri, as Document No. 0009800, appearing in Plat Book 19, at Page 53,

and recorded on June 4, 1998; and including all of the land legally described above. If or when other land shall, in the manner hereinafter provided, be added to that described above, then the term "District" shall thereafter mean all land which shall, from time to time, be subjected to the terms of this Restated Declaration, including any future modifications thereof.

The term "Improved Property" as used herein, shall be deemed to mean a single tract under a single ownership and use, and on which tract a residence has been erected or is in the process of erection, or on which any other building not in violation of the restrictions then of record thereon is erected or is in the process of erection. Any other land covered by this Restated Declaration shall be deemed to be vacant and unimproved.

The term "Public Place" as used herein shall be deemed to mean all Streets, all public parks, all alley ways, and all similar places the use of which is dedicated to or set aside for the use of the general public.

The term "Owners" as used herein shall mean those persons or entities who may from time to time own the land within the District.

**SECTION II.** PERSONS BOUND BY AND PROPERTY SUBJECT TO THESE RESTRICTIONS:

All persons and entities who may own or shall hereafter acquire any interest in any real property in the District shall be taken to hold and agree and covenant with the Owners of said Lots, and with its successors and assigns, to conform to and observe the following conditions, covenants, restrictions, reservations, easements and stipulations as to the use thereof and the construction of residences and improvements thereon.

The real property which is, and shall be, held, conveyed, transferred, and sold subject to the conditions, restrictions, covenants, reservations, and easements set forth in this Restated Declaration is located in Platte County, Missouri, and is more particularly described in the Legal Description above.

**SECTION III.** USE OF LAND.

None of the Lots hereby restricted may be subdivided nor improved, used or occupied for other than private residence purposes, and no flat or apartment house, though intended for residence purposes, may be created thereon. Any residence erected or maintained on any of the Lots hereby restricted shall be designed for occupancy by a single family. No business Outbuilding shall be erected, nor business of any nature conducted on the land herein described, unless advance approval is granted by the Board of Directors, which shall be renewed annually, nor shall anything be done thereon which may be or become a nuisance to the neighborhood, only family members may reside in each dwelling. No property on the land herein described as North Lakes may be rented or leased to others unless advance approval is granted by the Board, which shall be renewed annually.

**SECTION IV.** MEMBERSHIP AND VOTING RIGHTS.

Every Owner of a Lot in the District shall be a member of the Association. Membership shall

be appurtenant to and may not be separated from ownership of any Lot. The Association shall be the sole judge of the qualifications of its members and of their rights to participate in its meetings.

Members shall be entitled to one (1) vote for each Lot owned by that member. When more than one person holds an interest in any Lot, all such persons shall be members; however, for purposes of a quorum, they shall be treated as a single member. The vote for such Lot shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respect to any Lot. Provided, however, there shall be no vote for any Lot for which any then-current or prior assessment has not been paid.

**SECTION V.** USE OF COMMON PROPERTIES.

The Owners of land within the District as it may exist from time to time shall have the exclusive right to the use of all undedicated common properties or private open areas as designated on the plats of NORTH LAKES, FIRST PLAT; NORTH LAKES, SECOND PLAT; NORTH LAKES, THIRD PLAT; NORTH LAKES, FOURTH PLAT; NORTH LAKES, FIFTH PLAT; NORTH LAKES, SIXTH PLAT; or as may be designated on subsequent plats of NORTH LAKES or as otherwise designated herein.

The NORTH LAKES HOMES ASSOCIATION shall have the right and the power to make reasonable rules and regulations which shall govern the use of the said undedicated common areas in addition to those rules and regulations set forth hereinafter.

**SECTION VI.** POWERS AND DUTIES OF THE NORTH LAKES HOMES ASSOCIATION.

(1) The Association, by its Directors or their designees, shall have the powers and duties as set forth in the Articles of Incorporation, the Bylaws, and as set forth herein, provided that nothing herein contained shall be deemed to prevent any Owner or Member having the contractual right to so do, from enforcing any one or more of the following, and further provided that except where context prohibits the granting of such powers, shall not create an obligation to exercise them when the exercise is not deemed feasible or in the best interest of the Association by its Directors or their designees:

(a) To levy and collect the Assessments including attorney fees which are provided for in this Restated Declaration.

(b) To enforce, either in its own name or in the name of any Owner within the District, the terms, conditions, restrictions, covenants, reservations, and easements set forth in this Restated Declaration, and as modified; to collect attorney's fees in said enforcement proceedings as provided for herein. The expenses and costs of any enforcement actions and proceedings by the Association, including reasonable attorney fees, shall be paid out of the general fund of the Association as herein provided for. Nothing herein contained shall be deemed or construed to prevent any Owner having the contractual right to do so from enforcing in his own name any such restrictions.

(c) To promulgate rules and regulations governing the use, maintenance or operation of the common properties, establish methods for enforcement thereof and establish fines or other penalties to be levied for the violation of said rules and regulations.

(d) Establish, charge and collect reasonable admission or other fees for any special or extraordinary uses of the common properties or services provided by the Association.

(e) Suspend the rights and easement of use and enjoyment of the common properties of any member, and the persons deriving such rights and easements from any member, for any period during which the payment of any assessment against such member and the real property owned by such member remains delinquent and, after notice and hearing with the Association Board of Directors, to suspend such rights and easements for the period as determined in the Board of Director's sole discretion for any violation of this Restated Declaration or infraction of any rules and regulations of the Association, it being understood that any suspension for either non-payment of any assessment, violation of this Restated Declaration or a breach of the rules shall not constitute a waiver or discharge of the member's obligation to pay assessments provided for herein.

## **SECTION VII. ASSESSMENTS.**

### **(1) Annual Assessments.**

(a) For the purpose of providing a general fund to enable the Association to exercise the powers and maintain the improvements and render the services herein provided for, all Lots lying within the boundaries of the District shall be subject to an Annual Assessment which may be levied by the Association from year to year and shall be paid to the Association in quarterly instalments. The Association may from year to year fix and determine the total amount of the Annual Assessment. The Annual Assessment shall be FOUR HUNDRED SIXTY DOLLARS (\$460.00), subject to the terms and provisions of this Section VII, for each Lot then owned by a member and upon which a dwelling has been erected and is within the District as now or hereafter established. The Board may elect to permit collection of the Annual Assessment in monthly, annual or semi-annual payments in lieu of the quarterly instalments provided for herein.

(b) The Annual Assessment upon each living unit on each Lot may be increased by an amount up to and including two hundred percent (200%) of the then current annual assessment which the Association may levy and collect from year to year, according to the following provisions:

i.) Increase less than or equal to 3% of the annual Consumer Price Index for All Urban Consumers for the year the increase is requested- the Annual Assessment may be increased by said percentage requested provided that a majority of the members present, in person or by proxy, at a meeting called for that purpose authorize such an increase by an affirmative vote therefore;

ii.) Increase greater than 3% but less than or equal to 10% of the Consumer Price Index for All Urban Consumers for the year the increase is requested – the Annual Assessment may be increased by said percentage requested, provided that 2/3 of the members present, in person or by proxy, at a meeting called for that purpose authorize such an increase by an affirmative vote therefore;

iii.) Increase greater than 10% but less than or equal to 200% of the then current annual assessment – the Annual Assessment may be increased by said percentage requested provided that ¾ of the members present, in person or by proxy, at a meeting called for that purpose authorize such an increase by an affirmative vote

therefore.

(c) Unless the increases provided for in paragraph 1(b) of this Section are specifically limited by the resolution in which they are contained to be for a specific period, they shall be effective until rescinded by the Association, at a regular or special meeting of the members, specially called for such purpose, by an affirmative vote of two-thirds (2/3) of the members present and the rescission shall be effective commencing on the first day of the next succeeding year.

(d) It is recognized that during the period of the time this agreement may be in effect, substantial changes may occur in the economic status of the United States as a whole and of the Platte County, Missouri, area in particular. It is therefore provided that the Annual Assessments provided for herein may be decreased or increased to a degree greater than that permitted by the other provisions hereof, with the written consent of three-fourths (3/4) of all the members in good standing.

(e) Whenever the Association may deem it advisable to submit to the members a proposal under Paragraphs 1(b), (c) or (d) of this Section for increasing or decreasing the permissible amount of the annual assessment, it shall notify the members of the Association by mailing or emailing to such members at the last known address or email address, with United States postage prepaid thereon, a notice of such meeting, giving the time and place on which it is to be held and the fact that an increase or decrease in the amount of the annual assessment is to be voted upon at such meeting.

(f) A written or printed notice, deposited in the United States Post Office, with postage prepaid thereon, and addressed to the respective Owners at the last address listed with the Association or emailed to the respective Owners at the last email address listed with the Association, shall be deemed to be sufficient and proper notice for these purposes or for any purpose of this Declaration where notices are required.

(g) The Owner of each Lot subject to the assessment as herein provided in subparagraph (1) of this Section shall; by acceptance of a Deed to such Lot or any interest therein, be taken to have agreed and does by these presents agree to pay to the Association all assessments placed against such Lots in accordance herewith, and said Association is hereby granted the power to proceed against such Owner personally for the collection of said assessments, said right to be in addition to and not to be construed as a limitation upon remedies and rights of said Association otherwise herein granted.

(h) The purchaser of each Lot subject to the Annual Assessment as herein provided shall pay, at the time of acquisition of title, to the Association, a sum equal to (1) quarter the amount annual assessments establish hereunder, in advance, to be used by the Association as working capital, and any and all processing fees and set up fees charged by the Association and any duly appointed Management Company for the Association. Thereafter, the Annual Assessment shall be paid by the members in quarterly instalments to the Association.

## (2) Special Assessments.

In addition to the Annual Assessments herein provided, the Association may levy Special Assessments against members owning Lots in the District for the following purposes:

a. To construct or reconstruct, repair or replace capital improvements upon the common properties, including the necessary fixtures and personal property related thereto;

- b. To add to the common properties;
- c. To provide for the necessary facilities and equipment to offer the services authorized herein;
- d. To repay any loan made to the Association to enable it to perform the duties and functions authorized herein;
- e. In any one year, the Association may levy Special Assessments which in the aggregate do not exceed twenty-five percent of the estimated gross expenses of the Association (as set forth in the budget for such year) with the vote or written assent of a majority of the Board. In any one year, the Association may levy Special Assessments which in the aggregate exceed twenty-five percent of the estimate gross expenses of the Association (as set forth in the budget for such year) with the vote or written assent of a majority of the Owners in good standing of the Lots in NORTH LAKES.

(3) Reimbursement Assessments.

Each member shall be liable to the Association for any damage to common properties not fully covered by insurance which may be sustained by reason of the negligence or wilful misconduct of said member, or the persons deriving their right and easement of use and enjoyment of common properties from said member or his or their respective family and guests, both minor and adult. Notwithstanding the foregoing, the Association reserves the right, after notice and hearing, to levy a Reimbursement Assessment equal to the increase, if any, in insurance premiums directly attributable to the damage caused by such member or the persons for whom such member may be liable as described above. After notice and hearing, the cost of correcting such damage to the extent not covered by insurance shall be a Reimbursement Assessment against the Lot and may be enforced as provided herein for the enforcement of other assessments.

**SECTION VIII. LIEN ON REAL ESTATE.**

(1) The Assessment provided for herein, including the Annual Assessments, Special Assessments, and Reimbursement Assessments, shall become a lien on the real estate against which it is levied thirty (30) days after it is due and payable as above set forth, PROVIDED, HOWEVER, that such lien shall be inferior or subordinate to the lien of any valid first mortgage now existing or which may hereafter be placed on said real estate. In the event of the failure of any Owner to pay any Assessment in full within thirty (30) days after it is due and payable as above set forth, then such Assessment shall bear interest at the rate selected by the Association not to exceed the highest lawful rate starting on the 31<sup>st</sup> day of non-payment, but if the Assessment is paid within thirty (30) days from the date of the Assessment, then no interest shall be charged.

(2) In the event any Assessment is not paid in full within thirty (30) days after it is due and payable as above set forth, the Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the Assessments provided for herein by abandonment of his Lot.

(3) The Association may at its discretion file certificates of non-payment of Assessments in the office of the Recorder of Deeds whenever any such assessments are delinquent. For each certificate so filed, the Association shall be entitled to collect from the Owner or Owners of the



property described therein a fee of \$150 which fee is hereby declared to be a lien upon the real estate so described in said certificate without necessity for Assessment as provided for herein, provided that such lien shall be inferior and subordinate to the lien of any valid first mortgage now existing or which may hereafter be placed on said real estate. Such fee shall be collectible in the same manner as the original Assessment provided for herein and in addition to the interest and principal due thereon.

(4) In all actions and proceedings for enforcement of liens or collection of Assessments as herein provided, the Association shall be entitled to recover the reasonable attorneys fees whether or not the same have been assessed as provided for herein.

**SECTION IX.** EXPENDITURES LIMITED TO ASSESSMENT FOR CURRENT YEAR.

The Association shall at no time expend more money within any one (1) year than the total amount of the assessments authorized herein for that particular year plus any surplus which it may have on hand from the previous Assessments; nor shall said Association enter into any contract whatsoever binding the Assessment of any future year to pay for any such obligation and no such contract shall be valid or enforceable against the Association except for contracts for utilities it being the intention that the Assessment for each year shall be applied as far as practicable toward payment of the obligations of that year and that the Association shall have no power to make a contract affecting the Assessment of any future or subsequent year except for utilities.

**SECTION X.** ASSOCIATION TO NOTIFY MEMBERS OF ADDRESS.

The Association shall notify all Owners of land in the District as it may exist from time to time, insofar as the addresses of such Owners are listed with said Association, of the official address of said Association, the place and time of the regular meetings of the Association, and the place where payments shall be made and any other business in connection with said Association may be transacted and, in the case of any change of such address the Association, shall notify all the Owners of the land in the District, insofar as their addresses or email addresses are listed with the Association, of the new address of the Association.

**SECTION XI.** TO OBSERVE ALL LAWS.

The Association shall at all times observe all State, County, City and other laws and, if at any time any of the provisions of this Restated Declaration shall be found to be in conflict therewith, then such parts of this Restated Declaration as are in conflict with such laws shall become null and void, but no other part of this Restated Declaration not in conflict therewith shall be affected thereby. The Association shall have the right to make such reasonable rules and regulations, and provide such means and employ such agents as will enable it to adequately and properly carry out the provisions of this Restated Declaration, subject, however, to the limitations of its rights to contract as are herein provided for.

**SECTION XII.** EXTENT OF MEMBERS EASEMENTS.

The rights and easements of uses and enjoyment of the Common Properties established in

this Restated Declaration shall be subject to all of the powers and duties, mandatory and discretionary, granted to the Association herein.

**SECTION XIII.** REQUIRED HEIGHT OF RESIDENCES.

Any residence erected on any of the Lots hereby restricted shall not be more than two (2) stories in height, PROVIDED, HOWEVER, that a residence more than two (2) stories in height may be erected thereon with the consent in writing of the Architectural Control Committee.

**SECTION XIV.** FRONTAGE OF RESIDENCES ON STREETS.

Any residence erected wholly or partially on any Corner Lot, or any part or parts thereof, shall front on the Street or Streets.

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 such Corner Lot so acquired, the provisions hereof requiring a residence erected on a Corner Lot to front on the Street or Streets as aforesaid 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 said part of any such Corner Lot so acquired shall be subject to the restrictions applicable to Inside Lots.

**SECTION XV.** SETBACK OF RESIDENCES FROM STREET.

(a) 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 the building line or setback line applicable to the Lot or Lots which such residence may be erected, PROVIDED, HOWEVER, that no fences or walls in any event more than two (2) feet high may be erected nearer the front Street or side Street than the building line or setback line of the house as erected, nor nearer the side Street than the side building line of the house as erected.

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

(1) 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 two (2) feet.

(2) MISCELLANEOUS PROJECTIONS: Cornices, spoutings, 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 two (2) feet.

(3) VESTIBULE PROJECTIONS: Any vestibule not more than one (1) story in height and having not more than 600 square feet of covered area may project beyond the front building lines and the side building lines not to exceed two (2) feet.

(4) PORCH PROJECTIONS: Unenclosed, covered porches, balconies and porte

cocheres having not more than 600 square feet of covered area may project beyond the front building lines not to exceed six (6) feet; on Corner Lots unenclosed, covered porches, balconies and porte cocheres having not more than 600 square feet of covered area may project beyond the side building lines not to exceed two (2) feet.

(5) CANTILEVER PROJECTIONS: Upper stories on any dwelling may project beyond the front building lines and the side building lines not to exceed two (2) feet.

(c) In the event any of the limitations contained in Paragraphs (a) and (b) above are inconsistent with applicable building codes or other law, the latter shall govern.

#### **SECTION XVI. REQUIRED SIZE OF RESIDENCE.**

Any residence erected on any Lot in NORTH LAKES shall contain a minimum of two thousand (2,000) square feet of enclosed floor area, and any residence one and one-half (1 1/2) stories shall contain a minimum of one thousand seven hundred (1,700) square feet enclosed floor area on the first floor and any residence of two (2) stories in height erected on any of said Lots shall contain a minimum of one thousand two hundred (1,200) square feet on such enclosed floor area on the first floor thereof.

The words "enclosed floor area" as used herein 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 of the second floor need not be immediately finished for occupancy if the residence is so designed and built than such areas can be finished at a later date without any structural changes being made in the exterior of the residence.

The Architectural Control Committee and/or the Board of Directors reserves the absolute and incontestable right to determine whether the enclosed floor area of any split-level or bi-level residence (as distinguished from traditional one and one-half (1 1/2) or two (2) story residences), and/or the enclosed floor area on the first floor thereof, meets the minimum requirements provided for hereunder, and such determination shall be final.

#### **SECTION XVII. 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 in Section XV, 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 percent (80%) 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 plats, or on such front building line produced to the side lines of the Lots, whichever line is of greater length, without the approval in writing of the Board of Directors of the Association.

#### **SECTION XVIII. RIGHT TO APPROVE PLANS.**

No building or other structure shall be erected, placed or altered on any building plot in this

subdivision until the building plans, grading plans, specifications, plot plan and other information required herein 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".

Upon any such request for approval the party requesting such approval shall submit simultaneously with said request the following documentation to the Architectural Control Committee:

- (a) Four (4) exterior elevations delineating front elevation, back elevation, and both side elevations and a grading plan.
- (b) A site plan of the house as it will sit on the Lot.
- (c) Floor plan.
- (d) A list of all exterior materials to be used which will include roof, masonry, siding and windows.
- (e) A landscape plan showing proposed planting for the yard.
- (f) A schedule and sample of exterior colors to be used.
- (g) A plan to prevent silt or soil flowing from the Lot into any common area lake during and after construction.

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. All such documentation shall be submitted in duplicate and shall be signed by the party requesting its approval.

In the event said Committee, or its designated representative, fails to approve or disapprove such design and location within sixty (60) days after said plans and specifications have been submitted to it, such approval will not be required and this covenant will be deemed to have been fully complied with. The Architectural Control Committee, nor its designated representative, shall be entitled to any compensation for services performed pursuant to this covenant.

Anything in this Restated Declaration to the contrary notwithstanding, the Architectural Control Committee 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 the provisions of Section XIV through and including Section XVIII herein, and the relocation of the top of the foundation thereof to the Street level.

#### **SECTION XIX. 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 lines, or in the case of a rounded property corner, 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 pavement. No trees on any such Lot 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 XX.** REQUIRED BUILDING MATERIALS AND MAINTENANCE.

Exterior walls of all buildings, structures, and appurtenances thereto shall be of brick, stucco, stone, wood, shingles, wood siding, wood paneling, plate glass, masonite, or a combination thereof. Manufactured stone and lava rock for exterior walls is prohibited. Windows, doors and louvers shall be of wood or colored metal and glass.

Roofs shall be covered with approved materials, which shall be restricted to include wood shingles, wood shakes, slate, tile, or laminated shingles (minimum warranty of 40 years) in the color of "Weathered Wood", steel, metal, or glass. By way of example, the following shingles in the color "Weathered Wood" meet the criteria contained herein: GAF Timberline Ultra; TAMKO Heritage 40; ELK Prestique Plus.

Any building products which may come into general usage for dwelling construction in this area after the date of these restrictions shall be acceptable if approved in writing by the Architectural Control Committee. All wood and masonite exteriors, except roofs, shall be covered with a workmanlike finish of paint, stain and/or weather preservative, unless another finish is approved in writing by the Architectural Control Committee.

No building shall be permitted to stand with its exterior in an unfinished condition for longer than nine (9) months after commencement of construction. No completed building shall be permitted to stand with its exterior finish of paint, stain and/or other finish in an unsightly or deteriorated condition for more than thirty (30) days after written notice of such unsightly or deteriorated condition from the Architectural Control Committee. The determination that such condition is unsightly or deteriorated shall be in the sole discretion and judgment of the Architectural Control Committee and such determination shall be binding on the Owner. In the event of fire, windstorm, or other damages, no building shall be permitted to remain in damaged condition longer than six (6) months, unless the Board determines, that matters outside the control of the Owner, including but not limited to acts of God, civil riot, war, strikes, labor unrest or shortage of material will result in the building remaining in a damaged condition longer than six (6) months. In that event, the Board may allow a longer period than six (6) months and said decision will be reviewed by the Board monthly. Any Owner of a structure in violation of this section may, in the discretion of the Architectural Control Committee and/or the Board of Directors of the Association, be assessed a fine of from ONE DOLLAR (\$1.00) to ONE HUNDRED DOLLARS (\$100.00) per day for every day the violation continues.

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) day period, shall bear interest at an interest rate selected by the Architectural Control Committee not to exceed the highest lawful rate 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 having jurisdiction of suit for the enforcement of such liens.

**SECTION XXI. SODDED YARDS.**

The entire front, rear and side yards of every Lot in NORTH LAKES, and the unpaved portions of Street right of way contiguous thereto, shall be sodded with grass at the earliest time after construction of a dwelling on said Lot as the weather will permit, and in no instance will seeding or plugging be considered a substitute for such original sodding without the consent in writing of the Architectural Control Committee.

**SECTION XXII. OUTBUILDING PROHIBITED.**

No building or other detached structure appurtenant to the residence may be erected or placed on any of the Lots hereby restricted without the consent in writing of the Architectural Control Committee.

**SECTION XXIII. FENCES, WALLS AND SHRUBS.**

No fence (with the exception of underground fences), wall, shrub or hedge shall be erected, constructed, planted or maintained upon any of the Lots hereby restricted without written approval as to material, design, shape, location, species and height by the Architectural Control Committee and said Architectural Control Committee and/or the Board of Directors shall have complete discretion with regard to such approval, PROVIDED, HOWEVER, that said Architectural Control Committee shall not approve any fence, wall, hedge or shrub that violates Section XV hereof.

**SECTION XXIV. ABOVE GROUND SWIMMING POOLS PROHIBITED.**

No above ground swimming pool may be maintained upon any of the Lots hereby restricted.

**SECTION XXV. OIL TANKS PROHIBITED.**

No tank for the storage of fuel may be maintained above the surface of the ground on any of the Lots hereby restricted, without the consent in writing of the Architectural Control Committee.

**SECTION XXVI. OUTSIDE ANTENNAS PROHIBITED.**

No radio or television antennas, satellite dish or other device for reception of radio, television or computer signal may be kept or maintained on any of the lots hereby restricted except within the confines of a dwelling unit erected thereon. Notwithstanding anything herein to the contrary, small satellite receivers and transmitters (“dishes”) may be attached to the roof (immediately below and behind the roof ridge line) of the residence at a location so that it cannot be seen from the Street running in front of the residence.

No solar collectors of any kind or type shall be maintained except with the express written permission of the Architectural Control Committee (which may be withheld or conditioned in the sole and subjective discretion of the Architectural Control Committee).

**SECTION XXVII. RESTRICTIONS ON MAINTAINING PETS.**

No wild, semi-wild or domestic animals, reptiles or birds may be kept or maintained upon any of the Lots hereby restricted without the consent in writing of the Board of Directors, except that no more than two (2) dogs, two (2) cats, two (2) rabbits, or two (2) birds or any combination of the foregoing specific animals listed in this exception not exceeding the aggregate two (2) may be kept on any such Lots without the consent of the Board of Directors.

**SECTION XXVIII. BILLBOARDS / SIGNS 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:

(a) Not more than one (1) for sale signs on each Lot or tract as sold and conveyed, which for sale signs shall not be more than 24" x 24" in size and may be used for the sole and exclusive purpose of advertising for sale or lease the Lot or tract upon which they are erected;

(b) Not more than one (1) sign on each Lot promoting extra-curricular activities, graduations, and newborns for no more than thirty (30) days;

(c) Political signs so long as the same is displayed in or on the window of the residence; and

(d) PROVIDED FURTHER, that nothing in this section shall be construed to prohibit the erection and maintenance of subdivision entrance structures by the Association, 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.

**SECTION XXIX. AUTOMOBILE REPAIRING AND STORAGE OF AUTOMOBILES, BOATS, TRAILERS, ETC.**

No automotive repair or rebuilding or any other form of automotive manufacture, whether for hire or otherwise, shall occur on any of the Lots or Streets hereby restricted, except that automotive repairs on a non-commercial basis and not for hire may be conducted in any enclosed garage built on the said premises and permitted under other provisions of these restrictions.

No automobile, motor vehicle, bus, camper, trailer, recreational vehicle, tractor, semi-tractor, semi-trailer, truck, motorcycle, motorbike (on or off road), motor scooter, ATV, side by side of any nature, boat, airplane, house trailer, boat trailer, camping trailer, motor home or vehicle of any other type or description may be parked, stored or kept upon any of the Lots or Streets hereby restricted, except that such storage (except storage for hire) shall be permitted within the confines of any building built on any of the Lots hereby restricted and permitted under other provisions of these restrictions. Nothing in this section, however, shall be so construed as to prohibit the regular

parking of passenger vehicles.

**SECTION XXX.** AIR CONDITIONERS.

No air conditioning apparatus or unsightly projection shall be attached or affixed to the front of any residence.

**SECTION XXXI.** OFFENSIVE ACTIVITIES.

No noxious or offensive activities shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become any annoyance to the neighborhood.

**SECTION XXXII.** FOUNDATIONS.

All exterior basement foundations and walls which are exposed in excess of twelve inches (12") above final grade level shall be painted the same color as the house, or covered with siding, compatible with the structure.

**SECTION XXXIII.** MISCELLANEOUS PROVISIONS.

(a) GARAGE DOORS: All doors on garages located on the Lots hereby restricted shall be kept closed except when opened for the purpose of parking or removal therefrom of motor vehicles.

(b) EXTERIOR CLOTHES LINES AND POLES: No exterior clothes lines or poles may be erected or maintained on any of the Lots hereby restricted.

(c) EXTERIOR CHRISTMAS LIGHTS AND/OR DECORATIONS: No exterior Christmas lights and/or decorations may be erected or maintained on any of the Lots hereby restricted except during a sixty (60) day period beginning November 15th of each calendar year.

(d) GARAGE, PORCH OR BASEMENT SALES: No garage, porch or basement sales may be conducted on any of the Lots hereby restricted without the prior written consent in writing from the Board of Directors. Said written consent of the Board of Directors may be given by electronic means such as email.

(e) DOGS RUNNING AT LARGE: Dogs shall be confined. No dog shall be allowed to run at large on the common property hereby restricted.

(f) EXTERIOR BASKETBALL GOALS: No exterior basketball goals shall be erected or maintained on any of the Lots hereby restricted, without prior consent in writing by the Architectural Control Committee.

**SECTION XXXIV.** EASEMENTS.

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat of NORTH LAKES.



**SECTION XXXV.** DURATION OF RESTRICTIONS.

Each of the restrictions herein set forth shall continue and be binding upon the Association, the Owners, and upon their successors and assigns, until February 28, 2032, unless amended as herein provided. After 2032, these restrictions shall automatically be continued thereafter for successive periods of ten (10) years each, unless extinguished by the Owners of the fee simple title to more than two-thirds (2/3) of all of the Lots hereby specifically restricted executing and acknowledging an appropriate agreement or agreements in writing for such purpose and filing the same for record in the Office of the Recorder of Deeds of Platte County, Missouri, PROVIDED, HOWEVER, that no such agreement may affect the private open space or Common Properties without also bearing the duly acknowledged written consent of the City of Kansas City, Missouri.

**SECTION XXXVI.** RIGHT TO ENFORCE.

All of the provisions of this Restated Declaration shall be deemed to be covenants running with the land and shall be binding upon the present Owner, 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 restrictions 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 the Association, 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 the breach of, or to enforce the observance of, the restrictions above set forth, in addition to ordinary legal actions for damages, and failure of the Association, its successors or assigns, or any Owner or Owners of any Lot or Lots hereby restricted 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.

The Association, its successors and assigns, shall be entitled, in addition to the other relief herein provided for, to promulgate rules and regulations regarding penalties for violation or breach of any restriction or covenant contained in this Restated Declaration, including but not limited to, levying fines. Written notice of any such fines will be given by the Board of Directors to the Owner and shall be a binding personal obligation of such Owner enforceable at law, as well as a lien on such Owner's Lot enforceable pursuant to the provisions of this Restated Declaration.

The Association, its successors and assigns, shall be entitled, in addition to the other relief herein provided for, to recover reasonable attorneys' fees incurred in the event such proceedings for enforcement or observance of these covenants are successful. The Association may, by appropriate agreement made expressly for that purpose, or by means of express words to that effect, contained in a deed to any Lots restricted hereby, assign or convey to any person or corporation all of the rights, reservations and privileges herein reserved by it in respect to all or any part of said Lots, and upon such assignment or conveyance being made, its assigns or grantees may at their option exercise, transfer or assign these 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, in this instrument.

**SECTION XXXVII. COMMON PROPERTIES.**

(a) All real property and improvements owned by the Association, or in which the Association has an easement for the use, care, or maintenance thereof, shall be used for recreational purposes for the common use and enjoyment of Owners and for such other purposes as may be permitted in these covenants. The Association shall be responsible for all maintenance, operation and expenses associated with the Common Properties.

(b) In the event of the dissolution, termination or other expiration of the legal status of the Association, the use, care, maintenance, operation and expense of said Common Properties shall become and be the responsibility of the individual Owners of the Lots in the subdivision of NORTH LAKES.

(c) MEMBERS' EASEMENTS OF USE AND ENJOYMENT OF ASSOCIATION PROPERTIES:

(1) Each Owner of a Lot shall have a non-exclusive easement of use and enjoyment of, in and to the Association properties, and such easement shall be appurtenant to and shall pass with the title to every Lot.

(d) EASEMENTS ON COMMON PROPERTIES: The right and easements of enjoyment created hereby as to the Common Properties shall be subject to the rights of the Association to assign or convey sewage, water, drainage and other utility easements over, through or under all or any part of such Common Properties consistent with the intended use of the Common Properties and shall further be subject to the rights of the Association herein.

**SECTION XXXVIII. PARTIAL INVALIDITY.**

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

**SECTION XXXIX. PRIORITY OF LAWS AND ORDINANCES.**

In the event any restriction or covenant herein conflicts with any State, County or Municipal law, the latter shall govern.

**SECTION XXXX. MORTGAGE PROTECTION.**

Notwithstanding any other provision of these restrictions, no amendment of these Restrictions shall operate to defeat and render invalid the rights of the Beneficiary under any first Deed of Trust upon a Lot made in good faith and for value and recorded prior to the recordation of such amendment, provided that after the foreclosure of any such first Deed of Trust such Lot shall remain subject to these restrictions as amended.

**SECTION XXXXI. AMENDMENT OR MODIFICATION OF RESTRICTIONS.**

The covenants, agreements, conditions, reservations, restrictions, and charges created and established herein for the benefit of NORTH LAKES, and each Lot therein, may be amended or

modified with the written consent of the Owners of two-thirds (2/3) of the Lots in NORTH LAKES. No such amendment or modification shall be effective until the proper instrument in writing shall be executed and recorded in the office of the Recorder of Deeds for the County of Platte, State of Missouri and, PROVIDED, FURTHER, no such amendment or modification shall affect the private open space or Common Properties without the duly acknowledged written consent of the City of Kansas City, Missouri.

IN WITNESS WHEREOF, NORTH LAKES HOMES ASSOCIATION, has caused this instrument to be executed the day and year first above written.

NORTH LAKES HOMES ASSOCIATION,

BY: \_\_\_\_\_

PRESIDENT

ATTEST:

\_\_\_\_\_

SECRETARY

STATE OF MISSOURI )

) ss

COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2024, before me, a Notary Public, in and for said state, personally appeared \_\_\_\_\_ President of NORTH LAKES HOMES ASSOCIATION, a Missouri Corporation, and declared that said FIRST AMENDED AND FULLY RESTATED DECLARATION OF RESTRICTIONS AND HOMES ASSOCIATION DECLARATION OF NORTH LAKES was signed and sealed on behalf of said corporation and with the written consent and acknowledgment of Owners of 2/3 of the Lots of NORTH LAKES, and said \_\_\_\_\_, 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 the day and year last above written.

\_\_\_\_\_

Notary Public

My commission expires:

\_\_\_\_\_