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NORTH LAKES

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DECLARATION OF RESTRICTIONS
OF
NORTH LAKES

THIS DECLARATION, made this 20 day of May, 1987, by NORTH LAKES DEVELOPMENT COMPANY, INC., a Missouri Corporation existing under the laws of Missouri.

WITNESSETH:

WHEREAS, NORTH LAKES DEVELOPMENT COMPANY, INC., a Missouri Corporation (hereinafter referred to as "Developer"), filed with the Recorder of Deeds of Platte County, Missouri, at Platte City, a plat of the subdivision known as NORTH LAKES, FIRST PLAT, a subdivision in the City of Kansas City, Platte County, Missouri, as Document No. 41956, appearing in Plat Book 17, at Page 108, on June 17, 1987, said plat having been previously approved by the City of Kansas City, Missouri; and

WHEREAS, said plat creates said NORTH LAKES SUBDIVISION, composed of the following described lots and tracts in said subdivision, to-wit:

Lots 1 through 34, inclusive, NORTH LAKES, an addition in and to the City of Kansas City, Platte County, Missouri, and

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

BOOK **704** PAGE **113**

STATE OF MISSOURI
COUNTY OF PLATTE
1987 JUN 17 PM 12:33
RECORDED: **704 113**
PLATTE COUNTY RECORDER
Jda Corl Recorder

WHEREAS, Developer is the owner of all of the lots and tracts of land so shown on the aforesaid plat and as particularly described on the attached Exhibit "A" and now desires to place certain restrictions on all of said Lots, all of which restrictions shall be for the use and benefit of Developer as the present owner thereof and for its future grantees and assigns.

NOW, THEREFORE, in consideration of the premises the Developer for itself and for its successors and assigns, and for its future grantees and assigns.

NOW, THEREFORE, in consideration of the premises the Developer for itself and for its successors and assigns, and for its future grantees, hereby agrees that all of the lots shown on 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 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 a homeowners association to be formed under the name NORTH LAKES HOMEOWNERS ASSOCIATION said association to be 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.

SECTION II. PERSONS BOUND BY THESE RESTRICTIONS:

All persons and corporations who may 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 owners 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, 2010, PROVIDED HOWEVER, that each of said restrictions shall be renewable in the manner hereinafter set forth.

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, nor shall anything be done thereon which may be or become a nuisance to the neighborhood, PROVIDED, ALWAYS, HOWEVER, that the Developer reserves the right to maintain residential real estate sales offices or model homes upon any of the herein restricted lots owned by it for the purposes of promoting, advertising for sale, showing and selling lots or homes either improved or unimproved, within NORTH LAKES.

SECTION IV. 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 Developer.

SECTION V. 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 designated by the Developer or its successor under the provisions of Section IX.

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 designated by the Developer 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 VI. 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 the Developer shall have, and does hereby reserve the right, subject to applicable law in the sale and conveyance of any of said lots, to change any building line shown thereon, 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 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 VII. 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 that such areas can be finished at a later date without any structural changes being made in the exterior of the residence.

The Developer 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. The Developer hereby also reserves the right to change any of the enclosed floor area requirements set forth above.

SECTION VIII. 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 VI, 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 plat, or as established by the Developer in the conveyance of any lot, 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 Developer.

SECTION IX. 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 Developer or its successor. The rights to approve plans as aforesaid shall be vested in an "Architectural Control Committee" which is hereby declared to be the Developer or its successors and assigns. For these purposes, as well as for the purpose of enforcing all other rights and restrictions herein contained, the Developer shall transfer, as hereinafter provided, said rights to a Homes Association to be formed for said subdivision and named NORTH LAKES HOMES ASSOCIATION, the same to be composed of the owners of all lots in said subdivision. If said authority to approve plans, as well as to otherwise enforce the provisions of these restrictions, is not sooner assigned or delegated by the Developer, it shall, in any event, be deemed automatically assigned to the NORTH LAKES HOMES ASSOCIATION, when Developer has sold all lots within said subdivision or December 31, 2002, whichever is first to occur.

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

(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. Neither the Developer nor its successors as the Architectural Control Committee, nor its designated representative, shall be entitled to any compensation for services performed pursuant to this covenant.

Anything in this Declaration of Restrictions to the contrary notwithstanding, the Developer, its successors and assigns, shall have, and do 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 VI and VIII herein, and the relocation of the top of the foundation thereof to the street level.

SECTION X. 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 XI. REQUIRED BUILDING MATERIALS.

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 wood shingles, wood shakes, slate or tile. 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. 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.

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 XII. 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 XIII. 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 XIV. FENCES, WALLS AND SHRUBS.

No fence, 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 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 X hereof.

SECTION XV. ABOVE GROUND SWIMMING POOLS PROHIBITED.

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

SECTION XVI. 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 XVII. 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.

SECTION XVIII. 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 Architectural Control Committee,

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 such consent.

SECTION XIX. 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 two (2) for sale signs on each lot or tract as sold and conveyed, which for sale signs shall not be more than eight (8) square feet in size and may be used for the sole and exclusive purpose of advertising for sale or lease the lot or tract upon which they are erected; and PROVIDED FURTHER, that nothing in this section shall be construed 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.

SECTION XX. 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 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, truck, motorcycle, motorbike, motor scooter, boat, airplane, house trailer, boat trailer, camping trailer, motor home or vehicle of any other type or description may be stored 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 not more than two (2) automobiles, but not including a pick-up truck with camper, in running condition and in a reasonable state of repair and preservation on any driveway permitted to be maintained on any of the lots hereby restricted.

SECTION XXI. AIR CONDITIONERS.

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

SECTION XXII. 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 XXIII. 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 XXIV. 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 Architectural Control Committee.

(e) DOGS RUNNING AT LARGE: Dogs shall be confined. No dog shall be allowed to run at large on the 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 XXV. YARD LIGHTS REQUIRED.

No residence upon any of the lots hereby restricted shall be occupied until a yard light has been erected and installed in the

front of each such residence. The Architectural Control Committee shall have complete discretion in regard to the size of said light, its design and location upon each lot, and must approve in writing said design, size and location of each yard light proposed to be used. All yard lights shall be powered by electricity and shall be controlled by a photo-electric cell which automatically turns said lights on at dusk and off at twilight, and said yard lights shall be maintained by the respective owners of the lots hereby restricted, said maintenance to include replacement of bulbs, repair or replacement of photo-electric cells, repair or replacement of wiring or the fixture itself as and when required so as to be continually and completely operational. The Architectural Control Committee shall have the authority to suspend this requirement in the event it determines that local or national energy shortages make desirable such suspension.

SECTION XXVI. EASEMENTS.

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

SECTION XXVII. DURATION OF RESTRICTIONS.

Each of the restrictions herein set forth shall continue and be binding upon the Developer, and upon its successors and assigns, until December 31, 2010, unless amended as herein provided. After 2010, 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 XXVIII. RIGHT TO ENFORCE.

The restrictions herein set forth shall run with the land and bind 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 Developer, its successors and assigns, and also the owner or owners of any of the lots hereby restricted, shall have the right to sue for and obtain an injunction, prohibitive or mandatory, to prevent 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 Developer, 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 Developer, 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 Developer 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. Developer may form the NORTH LAKES HOMES ASSOCIATION, for, inter alia, the express purpose of enforcing the provisions of these covenants and, if so done, Developer shall be entitled to reimbursement of the cost thereof from the said Homes Association not to exceed \$750.00.

SECTION XXIX. 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 this Declaration of 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 Platte County, Missouri. When any other land is so subjected 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 subjected to the provisions hereof.

SECTION XXX. COMMON PROPERTIES.

(a) TITLE TO COMMON PROPERTIES: Developer covenants for itself, its successors and assigns, that it shall, prior to the conveyance of the first lot or parcel, convey to the Association, at no cost thereto, by Special Warranty Deed, certain common areas. 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. Upon such conveyance, the Association shall immediately become responsible for all maintenance, operation and expenses associated with the Association properties. The real property which may be conveyed to the Association by Developer shall be conveyed subject to (i) the lien of property taxes and assessments not delinquent, (ii) all restrictive covenants of record at the time of the conveyance, including these covenants, (iii) certain rights and reservations of Developer as set forth hereafter which may also be included in instruments and conveyance from Developer to

the Association and (iv) certain restrictions and reservations to be imposed on the use of any lakes within the common areas.

(b) The Association shall continue to be responsible for all use, care, maintenance, operation and expenses of the common properties and, 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 easment 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 Developer and 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 as established in the Association Declaration filed simultaneously herewith.

SECTION XXXI. 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 XXXII. 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 XXXIII. 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.

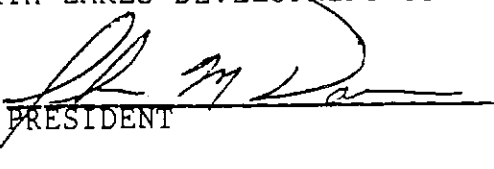
SECTION XXXIV. AMENDMENT OR MODIFICATION OF RESTRICTIONS.

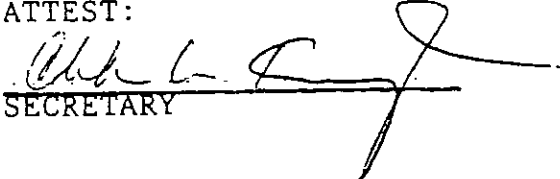
The covenants, agreements, conditions, reservations, restrictions, and charges created and established herein for the benefit of NORTH LAKES, and each lot therein, may be amended or modified with the written consent of the owners of two-thirds (2/3) of the lots in NORTH LAKES. No such amendment or modification 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, PROVIDED, FURTHER, no such amendment or

modification shall be effective without the written consent of the Developer. Said written consent of the Developer shall be required until the Developer has sold all lots in NORTH LAKES or waived its rights under this paragraph or December 31, 2010, whichever shall first occur.

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

(NO SEAL)

NORTH LAKES DEVELOPMENT COMPANY, INC.,
BY: 
PRESIDENT

ATTEST:

SECRETARY

STATE OF MISSOURI)
) ss
COUNTY OF CLAY)

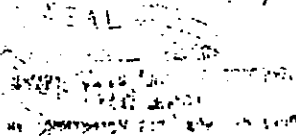
On this 30 day of May, 1987, before me, a Notary Public, in and for said state, personally appeared Sharon M. Deaver President of NORTH LAKES DEVELOPMENT COMPANY, INC., a Missouri Corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said DECLARATION OF RESTRICTIONS was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said Sharon M. Deaver 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.

Patricia Fleming
Notary Public

My commission expires:

November 15, 1990



BOOK 704 PAGE 113

EXHIBIT "a"

DESCRIPTION

A tract of land situated in the Northwest Quarter of Section 18, Township 51, Range 33, Kansas City, Platte County, Missouri, more particularly described as follows:

Commencing at the Northwest corner of the Northwest Quarter of Section 18, Township 51, Range 33; thence North $89^{\circ} 07' 22''$ West, along the North line of said Northwest Quarter, a distance of 2629.03'; thence South $00^{\circ} 26' 29''$ West, along the East line of said Northwest Quarter, a distance of 2442.88'; thence North $89^{\circ} 10' 12''$ West, a distance of 290.00' to the true point of beginning of the tract of land herein described, said point also being on the South City Limit Line of Kansas City, Missouri; thence North $89^{\circ} 10' 12''$ West, a distance of 1131.14', along said South City Limit Line of Kansas City, Missouri, to a point on East right-of-way of U.S. Route I-29; thence North $34^{\circ} 20' 38''$ West, a distance of 288.18', along said East right-of-way of U.S. Route I-29; thence Northerly on a curve to the right, having a radius of 380.00', a central angle of $30^{\circ} 18' 37''$, and whose initial tangent bears North $03^{\circ} 31' 11''$ East, an arc distance of 201.03' to a point of tangency; thence North $33^{\circ} 49' 48''$ East, a distance of 240.78'; thence Northerly on a curve to the left, having a radius of 1060.00', a central angle of $14^{\circ} 13' 08''$, and whose initial tangent bears North $33^{\circ} 49' 48''$ E, an arc distance of 263.05' to an ending tangent bearing of North $19^{\circ} 36' 40''$ East; thence South $70^{\circ} 23' 20''$ East, a distance of 80.00'; thence Northerly on a curve to the left, having a radius of 1140.00', a central angle of $07^{\circ} 02' 11''$, and whose initial tangent bears North $19^{\circ} 36' 40''$ East, an arc distance of 140.00' to an ending tangent bearing of North $12^{\circ} 34' 30''$ East; thence South $77^{\circ} 25' 30''$ East, a distance of 100.00'; thence South $45^{\circ} 25' 30''$ East, a distance of 180.00'; thence South $83^{\circ} 55' 30''$ East, a distance of 165.00'; thence North $37^{\circ} 04' 30''$ East, a distance of 135.00'; thence South $70^{\circ} 10' 30''$ East, a distance of 50.00'; thence South $19^{\circ} 49' 30''$ West, a distance of 130.00'; thence South $00^{\circ} 10' 30''$ East, a distance of 140.00'; thence South $85^{\circ} 25' 30''$ East, a distance of 162.00'; thence South $72^{\circ} 40' 30''$ East, a distance of 192.00'; thence South $73^{\circ} 48' 00''$ East, a distance of 161.00'; thence South $03^{\circ} 27' 00''$ West, a distance of 83.00'; thence South $06^{\circ} 34' 30''$ West, a distance of 75.00'; thence South $61^{\circ} 25' 30''$ East, a distance of 127.62'; thence Southerly on a curve to the right, having a radius of 275.00', a central angle of $33^{\circ} 22' 03''$, and whose initial tangent bears South $28^{\circ} 30' 07''$ West, an arc distance of 160.15' to an ending tangent bearing of South $61^{\circ} 52' 11''$ West; thence South $28^{\circ} 7' 49''$ East, a distance of 50.00'; thence Westerly on a curve to the right, having a radius of 325.00', a central angle of $16^{\circ} 16' 02''$, and whose initial tangent bears South $61^{\circ} 52' 11''$ West, an arc distance of 92.27' to an ending tangent bearing of South $78^{\circ} 08' 12''$ West; thence South $08^{\circ} 18' 40''$ East, a distance of 104.59'; thence South $62^{\circ} 37' 10''$ West, a distance of 52.2' to the true point of beginning. (Containing 1.238 acres, more or less.)

FIRST AMENDMENT TO
DECLARATION OF RESTRICTIONS
FOR NORTH LAKES

This First Amendment, made this ____ day of October, 1988, to the Declaration of Restrictions for NORTH LAKES (hereinafter referred to as "DECLARATION") is made on the date hereinafter set forth by NORTH LAKES DEVELOPMENT COMPANY, INC., (hereinafter referred to as "DEVELOPER") the owner of two-thirds (2/3) of the tracts of land within NORTH LAKES - FIRST PLAT and NORTH LAKES - SECOND PLAT.

WHEREAS, the DECLARATION OF RESTRICTIONS OF NORTH LAKES (hereinafter "DECLARATION") was filed on the 17th day of June, 1987, in Book 704 at Page 113 as Document No. 042959, in the office of the Recorder of Deeds for Platte County, Missouri; and

WHEREAS, said Declaration affected certain real property owned by the DEVELOPER in the City of Kansas City, County of Platte, State of Missouri, which is more particularly described as follows:

All of Lots 1 through 34, inclusive, and Tracts A, B, C, D, and E, NORTH LAKES - FIRST 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 17th day of June, 1987, in Plat Book 17 at Page 208, under Document No. 42958;

WHEREAS, said Declaration was extended by FIRST EXTENSION OF DECLARATION OF RESTRICTIONS OF NORTH LAKES (hereinafter "EXTENSION") dated the ____ day of October, 1988 and filed in the office of the Recorder of Deeds of Clay County, Missouri, on the

___ day of October, 1988, in Book ___ at Page ___ under Document Number _____ said EXTENSTION affecting real property described as follows:

Lots 1 through 19 of Block 1, Lots 1 through 9 of Block 2, Lots 1 through 7 of Block 3, and Lots 1 through 6 of Block 4, and Tracts F, G, H and I, NORTH LAKES - SECOND 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 ___ day of _____, 1988, in Book ___ at Page ___ under Document No. _____.

WHEREAS, said Declaration contained, in Section VIII thereof, a minimum square footage requirement of 1,200 square feet of enclosed floor area on the first floor of any residence of two (2) stories in height on each and every lot in NORTH LAKES SUBDIVISION; and

WHEREAS, it is the desire of the parties hereto to amend said requirement so as to require a minimum of 1,050 square feet of enclosed floor area on the first floor of any residence of two (2) stories in height on certain lots within NORTH LAKES while retaining the 1,200 square foot requirement on other lots within said NORTH LAKES.

NOW, THEREFORE, the Declaration described above is hereby amended as follows, to-wit:

SECTION VIII. REQUIRED SIZE OF RESIDENCE

Any residence erected on any lot in NORTH LAKES shall contain a minimum of 2,000 square feet of enclosed floor area, and any residence one and one-half stories shall contain a minimum of 1,700 square feet enclosed floor area on the first floor and any residence of two stories in height erected on any of said lots shall contain a minimum of 1,200

square feet on such enclosed floor area on the first floor thereof, PROVIDED, HOWEVER, a minimum of 1,050 square feet of enclosed floor area on the first floor of a two (2) story residence shall be permitted on those Lots in Blocks 2, 3 and 4, NORTH LAKES SECOND PLAT and any lots, tracts or parcels of land hereafter submitted to the DECLARATION through addition of other land by DEVELOPER as permitted in said DECLARATION.

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 that such areas can be finished at a later date without any structural changes being made in the exterior of the residence.

The DEVELOPER 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 or two story residence), and/or the enclosed floor area on the first floor thereof, meets the minimum requirements provided for hereunder, and such determination shall be final. The DEVELOPER hereby also reserves the right to change any of the enclosed floor area requirements as set forth above.

All other terms, covenants, and conditions defined in said Declaration shall continue in full force and effect.