

0006783

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF BARRY HARBOR - SEVENTH PLAT

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (hereinafter referred to as the "Restrictions") is made this 14th day of March, 2000, by the undersigned, LARABROOKE HOMES, INC., a Missouri corporation, and the owner of lots and tracts of land in BARRY HARBOR - SEVENTH PLAT, a subdivision in Kansas City, Platte County, Missouri. LARABROOKE HOMES, INC. will hereinafter be referred to as LHI. BARRY HARBOR-SEVENTH PLAT will hereinafter be referred to as the Subdivision.

WHEREAS, LHI is now the owner of all the property platted as BARRY HARBOR - SEVENTH PLAT, a subdivision in Kansas City, Platte County, Missouri, according to the recorded plat thereof, and more particularly described on Exhibit A attached hereto, and now desires to place certain covenants, conditions and restrictions on all of said property, for the use and benefit of the present owner, and for its future grantees, heirs, successors and assigns.

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

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

2. All wood exteriors, except roofs, shall be covered with paint, stain or preservative. No building shall be permitted to stand with its exterior in an unfinished condition for longer than five (5) months after commencement of construction. In the event of fire, windstorm or other damage, no building shall be permitted to remain in such damaged condition longer than three (3) months.

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

4. No construction shall be started on any building until the complete plans and specifications therefor have been submitted to and approved in writing by LHI, or its successor in interest specifically granted said power by it (such grant to appear by instrument filed for record in the office of the Recorder of Deeds of Platte County, Missouri), and no building shall be moved onto any of said property without such written approval. Whenever such a successor is designated, such successor's authority to approve as aforesaid in this paragraph 4 shall not extend to any such

approvals previously granted and shall only extend prospectively from and after the date of the successor designation. In no event shall LHI, or its designated successor, be liable for any damages or delays of any nature or description arising from or relating to the foregoing provisions. All residential buildings must generally conform architecturally with residential buildings previously constructed in the BARRY HARBOR subdivision, including the FIRST PLAT, the SECOND PLAT, THIRD PLAT, FOURTH PLAT, FIFTH PLAT and the SIXTH PLATS thereof. No one story, ranch, split level or split entry single family residence shall contain less than 1,400 square feet of living area on the main floor level of such residences. A one and one-half story residence shall either contain not less than 1,100 square feet of living area (as defined in the preceding sentence) on the main floor level or not less than 1,600 square feet of total living area on all levels combined and may comply by meeting either of the aforementioned square footage requirements as set forth in this sentence. A two story single family residence shall contain either 1,000 square feet of living area (as defined above) on the first floor level or not less than 1,600 square feet of total living area on all levels combined and may comply by meeting either of the aforementioned square footage requirements as set forth in this sentence. LHI, for itself, its successors, assigns and future grantees, does hereby declare and agree that commencing upon the issuance by the City of Kansas City, Missouri of the occupancy permit for each residence constructed on each lot of the lots subject to this Declaration and included within BARRY HARBOR - SEVENTH PLAT, LHI does hereby designate the BARRY HARBOR HOMES ASSOCIATION as its designated successor as the occupancy permit is issued for each such lot but only as to that lot for which the occupancy permit is issued and as the term "designated successor" is used in this Declaration for all purposes so that the BARRY HARBOR HOMES ASSOCIATION shall be entitled to exercise all of the rights and privileges reserved unto LHI in these Covenants as and when said Association becomes designated successor as to each lot.

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

6. The construction or maintenance of signs (including "for rent" or "for sale" signs), billboards, or advertising structures of any kind on any lot is prohibited, except that LHI, for itself and its successors and assigns, reserves the right to locate, construct, or move onto any lot or lots in BARRY HARBOR - SEVENTH PLAT a temporary real estate office to be used as such during the period of original showing for sale of the property, and to erect signs of any size for temporary sale purposes during such period, and also reserves the right to erect on any lots or tracts reserved for the general benefit of owners of lots and tracts in BARRY HARBOR - SEVENTH PLAT such other signs as it shall deem appropriate.

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

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

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

10. No truck, boat, trailer, camper, recreational vehicle, machinery or other equipment shall be repaired or customarily or habitually parked, kept or stored on the streets or alleys or in the yards or driveways around any of the buildings within BARRY HARBOR - SEVENTH PLAT. Customarily or habitually, as used in this paragraph, shall mean parked, kept or stored more than fourteen (14) continuous days or ten (10) days in any thirty (30) day period. No radio antenna or television antenna, including parabolic disks, satellite dishes, and other device constructed for the purpose of receiving television or radio broadcasts, shall be placed on the exterior of any structure or constructed separately within BARRY HARBOR - SEVENTH PLAT. However, parabolic disks or satellite dishes not exceeding eighteen inches in length, height or diameter, if placed in such manner that it is inconspicuous to other residences, are allowed within BARRY HARBOR - SEVENTH PLAT if approved by LHI or its designated successor.

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

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

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

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

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

16. Each of the restrictions set forth herein shall continue and be binding upon the undersigned and upon its grantees, successors and assigns until January 1, 2009, and shall automatically be continued thereafter for successive periods of fifteen (15) years each; provided, however, that the owners of the fee simple title to the majority of the square footage of the lots herein described may release all of the land hereby restricted from any one or more of said restrictions on or during the three (3) month period before July 1, 2009 or on or during such three month period at the end of any successive fifteen (15) year period thereafter, by executing and acknowledging an appropriate agreement or agreements in writing for such purpose and filing the same of record not later than January 1, 2009, or at least before that last day of any successive fifteen (15) year period thereafter in which said restrictions may be released.

17. The protective covenants set forth herein shall run with the land, and shall bind LHI, its successors and assigns, and all parties claiming by, through or under it shall be taken to hold, agree and covenant with LHI, its successors and assigns, and with each of them, to conform to and to observe said restrictions as to the use of said land and as to the construction of improvements thereon, but no restrictions set forth herein shall be personally binding on any corporation, person or persons except with respect to breaches committed during its, his or their seisin or, on title to, said land, LHI, its successors and assigns and the owner or owners of any of the above land shall have the right to sue for, and obtain an injunction, whether prohibitive or mandatory, to prevent the breach of, or to enforce the observance of the restrictions set forth above, in addition to ordinary legal action for damages, which rights shall include the right to recover reasonable attorneys' fees in any such enforcement action and or action for damages, and the failure of LHI, its successors and assigns, or the owner or owners of any of said land, to enforce any of the restrictions set forth herein at the time of its violation, shall in no event be deemed to be a waiver of the right to do so thereafter. The rights reserved to LHI herein, except as specifically provided herein, shall inure to the benefit of LHI, its successors and assigns.

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

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

IN WITNESS WHEREOF, the undersigned has hereunto caused this Declaration to be signed in its behalf by its President, thereunto duly authorized to do so, and to be attested by its Secretary or Assistant Secretary, and has caused its seal to be affixed this 14th day of March, 2000.

LARABROOKE HOMES, INC.

No Seal

By: [Signature]
JOE PRESKO, PRESIDENT

STATE OF MISSOURI)
) ss.
COUNTY OF CLAY)

Kathryn L. Mills, a Notary Public, do hereby certify that on the 14th day of March, 2000, personally appeared before me JOE PRESKO, who being by me first duly sworn, declared that he is the President of LARABROOKE HOMES, INC., that he signed the foregoing document as President of the corporation, and that the statements therein contained are true.

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

[Signature]
Notary Public

My Commission Expires:

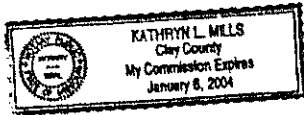


EXHIBIT "A"

0006783

A subdivision of land in the Southeast Quarter of Section 9, Township 51, Range 33, Kansas City, Platte County, Missouri, being bounded and described as follows: Commencing at the Northeast corner of said Southeast Quarter; thence South $0^{\circ}33'05''$ West, along the East line of said Southeast Quarter, 680.00 feet to the True Point of Beginning of the tract to be herein described; thence continuing South $0^{\circ}33'05''$ West along said East line, 355.00 feet to a point on the North line of Tract B, BARRY HARBOR - THIRD PLAT, a subdivision of land in Kansas City, Platte County, Missouri; thence North $89^{\circ}17'31''$ West along said North line, 265.11 feet; thence North $69^{\circ}59'54''$ West along said North line, 220.00 feet; thence North $54^{\circ}29'54''$ West along said North line, 115.00 feet; thence North $30^{\circ}59'54''$ West along said North line, 119.53 feet; thence North $89^{\circ}17'31''$ West along said North line, 267.94 feet; thence North $59^{\circ}59'54''$ West along said North line, 98.26 feet; thence South $76^{\circ}15'00''$ West along said North line, 132.51 feet to a point on the Easterly line of BARRY HARBOR, a subdivision of land in Kansas City, Platte County, Missouri; thence North $0^{\circ}42'29''$ East along said East line, 152.52 feet to a point on the Easterly right-of-way line of N. Marston Avenue as now established; thence Northerly along said Easterly line, on a curve to the left, having an initial tangent bearing of North $53^{\circ}08'17''$ East, a radius of 205.00 feet, an arc distance of 187.59 feet; thence South $89^{\circ}17'31''$ East, 152.80 feet; thence South $0^{\circ}33'05''$ West, 114.68 feet; thence Easterly on a curve to the left, having an initial tangent bearing of South $67^{\circ}25'19''$ East, a radius of 255.00 feet, an arc distance of 171.39 feet; thence Southeasterly on a curve to the right, having a common tangent with the last described course, a radius of 245.00 feet, an arc distance of 305.89 feet; thence South $89^{\circ}26'55''$ East, 439.28 feet to the True Point of Beginning. Containing 7.35 acres, more or less.

STATE OF MISSOURI ss
 COUNTY OF PLATTE
 I CERTIFY THAT THE FOREGOING WAS RECEIVED

2000 MAY 16 P 3:22

RECORDED BOOK PAGE 485
 IDA COX, PLATTE CO. RECORDER

Gloria Boyer
 Deputy 20/13

0007340

FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF BARRY HARBOR SEVENTH PLAT

This First Amendment to the Declaration of Covenants, Conditions and Restrictions of Barry Harbor Seventh Plat is made this 25th day of May, 2000 by the undersigned LaraBrooke Homes, Inc., a Missouri Corporation (hereinafter referred to as "LHI) and the owner of all of the lots and tracts of land in Barry Harbor Seventh Plat, a subdivision in Kansas City, Platte County, Missouri.

WHEREAS, LHI recorded in the Office of the Recorder of Deeds for Platte County, Missouri, Barry Harbor Seventh Plat, a subdivision in Kansas City, Platte County, Missouri on the 18th day of May, 2000 in Book 19 at Page 176. under Document No. 6781;

WHEREAS, in connection therewith LHI did record in the Office of Recorder of Deeds for Platte County, Missouri a Declaration of Covenants, Conditions and Restrictions of Barry Harbor Seventh Plat (hereinafter referred to as the "RESTRICTIONS") on the 18th day of May, 2000 in Book 926 at Page 485, under Document No. 6783; and

WHEREAS, LHI as the owner of all the of the lots described in said Barry Harbor Seventh Plat desires to amend the Restrictions.

NOW THEREFORE the Declaration of Covenants, Conditions and Restrictions of Barry Harbor Seventh Plat are hereby amended by adding thereto the following provisions which shall be added to and made a part of paragraph eight of the Restrictions:

LHI does hereby grant, bargain, sell and convey, release and forever quit claim unto the Barry Harbor Homes Association (hereinafter referred to as the "ASSOCIATION") a perpetual but non-exclusive easement for the location construction, reconstruction, maintenance, operation and repair of the pedestrian walkway and any and all appurtenances incidental thereto, in, under, upon,

over and through that part of Lots 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15 and 16 Barry Harbor Seventh Plat being described as follows:

"A strip of land 15' in width, the center line thereof to be located across the land described herein where the pedestrian walkway is actually installed and located on said land being legally described above."

The easement granted herein shall be subject to all the terms covenants and conditions of the Restrictions. As part of the grant of easement herein, the Association shall have the right, through its agents, employees or independent contractors, to go upon the above described easement and so much of the adjoining land as is reasonably necessary for the purposes of constructing, maintaining and repairing the pedestrian walkway. Upon completion of the construction, maintenance and repair of said pedestrian walkway, the Association shall cause the land to be restored to approximately the same condition that existed prior to the Association entry upon it.

Pedestrian Walkway, as that term is used herein, shall mean the concrete or asphalt walking path which surrounds the Barry Harbor Lake situate on Tract B, Barry Harbor Third Plat as such walking path was constructed by the original developer of the subdivision. Nothing contained herein shall be construed as prohibiting the Association and the owners of one or more of the lots herein described from entering into one or more agreements regarding the location or relocation of the Pedestrian Walkway.

A perpetual easement is also hereby created and granted to the association for the purpose of maintaining the lake located on Tract B, Barry Harbor Third Plat. The association is hereby granted the right to enter upon the lots described herein above for the purpose of dredging, cleaning, constructing and reconstructing the lake and/or its shoreline. Upon the completion of said

