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Grantor CLAY COUNTY LLC  
Grantee CLAY COUNTY LLC



Robert T Sevier, Recorder

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**RECORDING COVER SHEET**

Title of Document: Declaration of Restrictions Carriage Hills North First Plat

Date of Document: September 1, 2006

Grantors: CLAY COUNTY, L.L.C., a Missouri Limited Liability Company

Grantee(s): CLAY COUNTY, L.L.C., a Missouri Limited Liability Company

Mailing Address(es): c/o Michael P. Keleher  
403 NW Englewood Road  
Gladstone, Missouri 64118

Legal Description: Lots 1 through 77, inclusive, and Tracts A, B, C, D, E, F, and G,  
CARRIAGE HILLS NORTH FIRST PLAT, a subdivision in  
Kansas City, Clay County, Missouri, more particularly described  
on Exhibit A

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**DECLARATION OF RESTRICTIONS  
OF  
CARRIAGE HILLS NORTH FIRST PLAT**

**THIS DECLARATION**, made this 1<sup>st</sup> day of September, 2006, by **CLAY COUNTY, L.L.C.**, a Missouri Limited Liability Company, as the owner of all of the lots in Carriage Hills North First Plat, hereinafter described.

**WITNESSETH:**

**WHEREAS, CLAY COUNTY, L.L.C.**, a Missouri Limited Liability Company (hereinafter referred to as "Developer"), filed with the Recorder of Deeds of Clay County, Missouri, a plat known as **CARRIAGE HILLS NORTH FIRST PLAT**, a subdivision in Kansas City, Clay County, Missouri, appearing in Plat Book 6, at Page 116, on \_\_\_\_\_, 2006, said plat having been previously approved by the City of Kansas City, Missouri; and Doc # 2007 019 218

**WHEREAS**, said plat creates said **CARRIAGE HILLS NORTH FIRST PLAT**, composed of the following described lots and tracts in said subdivision, to-wit:

Lots 1 through 77, inclusive, and Tracts A, B, C, D, E, F, and G, **CARRIAGE HILLS NORTH FIRST PLAT**, a subdivision in Kansas City, Clay County, Missouri

**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

**WHEREAS**, Developer is the owner of all of Lots 1 through 77, inclusive, and Tracts A, B, C, D, E, F, and G, **CARRIAGE HILLS NORTH FIRST PLAT**, a subdivision in Kansas City, Clay County, Missouri, said land being more particularly described on Exhibit "A" (hereinafter referred to as the "Subdivision"), said land to be developed as a single family subdivision, and is to be commonly known as **CARRIAGE HILLS NORTH** and **DEVELOPER** now desires to place certain restrictions on all 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, 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 ONE. DEFINITION OF TERMS USED:**

The word "**Association**" shall mean a homeowners association to be formed under the name **CARRIAGE HILLS NORTH HOMEOWNERS ASSOCIATION**, said association to be incorporated under the laws of the State of Missouri, as a Not-for-Profit Corporation.

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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 as private open space or private open area for the common use and enjoyment of the members of CARRIAGE HILLS NORTH HOMEOWNERS ASSOCIATION.

For the purposes of these restrictions, the word "**Developer**" shall mean CLAY COUNTY, L.L.C.

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 "**Outbuilding**" shall mean an enclosed, covered structure, not directly attached to the residence to which it is appurtenant.

The word "**Owner**" shall mean one or more persons who hold the record title to any lot, but excluding in all cases any party holding an interest merely as security for the performance of an obligation. If a lot is sold pursuant to a recorded land sales contract, and the contract specifically so provides, the purchaser (rather than the fee owner) will be considered the Owner.

The word "**Person**" shall mean a natural person, a corporation, a partnership, a limited liability company, a fiduciary acting on behalf of another person or any other legal entity.

The word "**Street**" shall mean any street, road, drive or avenue or whatever name, as shown on any plat of CARRIAGE HILLS NORTH, and located within or adjacent to the real property described herein.

The word "**Subdivision**" shall mean, collectively, Carriage Hills North First Plat and any other Plat subjected to the provisions hereof.

### SECTION TWO. 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, 2026, PROVIDED, HOWEVER, that each of said restrictions shall be renewable in the manner hereinafter set forth.

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### **SECTION THREE. 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 shall be permitted. Any residence erected or maintained on any of the lots hereby restricted shall be designed for occupancy and occupied 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 CARRIAGE HILLS NORTH.

### **SECTION FOUR. 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 or its successors or assigns.

### **SECTION FIVE. 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 SIX. SETBACK OF RESIDENCES FROM STREET:**

(a) No part of any residence, 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.

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(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.

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 SEVEN. REQUIRED SIZE OF RESIDENCE:**

Any one story residence erected on any lot in CARRIAGE HILLS NORTH FIRST PLAT shall contain a minimum of 1,200 square feet of finished living space above grade, provided, however, in the event this covenant conflicts with the ordinances of the City of Kansas City, Missouri, said ordinances shall control.

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.

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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 ½) or two (2) store 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 EIGHT. 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 projected to the side lines of the lots, whichever line is of greater length, without the approval in writing of the Developer.

### **SECTION NINE. 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 Homeowners Association to be formed for said Subdivision and named CARRIAGE HILLS NORTH HOMEOWNERS 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 CARRIAGE HILLS NORTH HOMEOWNERS ASSOCIATION, when Developer has sold all lots within said Subdivision or December 31, 2026, 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.

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- (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 other area 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.

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 TEN. MAINTAINING SIGHT DISTANCE:**

No 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 ELEVEN. REQUIRED BUILDING MATERIALS:**

Exterior walls of all buildings, structures, and appurtenances thereto shall be of brick, stucco, stone, wood shingles, wood siding, wood paneling, vinyl siding, plate glass, maisonette, or a combination thereof. Windows, doors and louvers shall be of wood, vinyl or colored metal and glass. Roofs shall be covered with slate or tile or other building material approved in writing by the Architectural Control Committee. 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 maisonette 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.



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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 Four Hundred Dollars (\$400.00)** 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 TWELVE. SODDED YARDS:**

The entire front, rear and side yards of every lot in **CARRIAGE HILLS NORTH**, 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 THIRTEEN. 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 FOURTEEN. FENCES, WALLS AND SHRUBS:**

All fencing shall be constructed of wood unless otherwise approved by the Committee. No chain link fence shall be erected on any Lot unless approved by the Committee. All fences shall be constructed with the finished side out. No fence shall extend toward the front of the Residence beyond the rear corners of the Residence. No fence, wall or hedge shall be erected or maintained on any Lot nearer to the street than the building setback lines for the front and side yards as reflected in the Plat or by governmental authorities. No fence, wall or hedge shall be erected or maintained on any Lot which shall exceed six (6) feet in height. All fences, walls or hedges must also comply with

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all zoning laws and building codes of the City of Kansas City, Missouri applicable to any Lot. Fencing or privacy walls may be allowed closer to the main Residence to provide the necessary privacy, provided they are approved in advance by the Committee. All fencing shall be maintained to a fence standard equivalent to original construction and all fencing must be consistent with this Declaration and the architectural standards established by the Declarant or the Committee.

### **SECTION FIFTEEN. ABOVE GROUND SWIMMING POOLS PROHIBITED:**

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

### **SECTION SIXTEEN. OIL TANKS PROHIBITED:**

No tanks for storage of fuel may be maintained above or below the surface of the ground on any of the lots hereby restricted without the written consent of the Architectural Control Committee.

### **SECTION SEVENTEEN. OUTSIDE ANTENNAS RESTRICTED:**

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 except satellite dishes no more than 18 inches in diameter shall be permitted if the location thereof has been approved in writing by the Architectural Control Committee.

### **SECTION EIGHTEEN. 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 NINETEEN. BILLBOARDS PROHIBITED:**

No signs, advertisements, billboards or advertising structures of any kind may be erected or maintained on any of the lots hereby restricted without the consent in writing of the Architectural Control Committee, PROVIDED, HOWEVER, that permission is hereby granted for the erection and maintenance of not more than one (1) for sale sign on each lot or tract as sold and conveyed, which for sale sign 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.

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### **SECTION TWENTY. 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, kept or maintained upon any of the lots, driveways, 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. Any automobile, truck, motorcycle, motor bike, motor scooter, boat, airplane, house trailer, boat trailer, camping trailer, motor home or vehicle of any other type or description left unattended on any street in the subdivision for a period of more than forty-eight (48) hours shall be removed by the Owner. 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 TWENTY-ONE. AIR CONDITIONERS:**

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

### **SECTION TWENTY-TWO. 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 TWENTY-THREE. 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 TWENTY-FOUR. 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.

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(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.

(g) **LANDSCAPE BUFFER.** Any area designated on any Plat in Carriage Hills North as Landscape Buffer shall be reserved solely for the construction of shrubs, plantings and other landscaping by the Developer and its successors and assigns. No owner shall construct or install any landscaping, fencing or any structure within the Landscape Buffer without the written consent of the Carriage Hills North Homeowners Association. The term "structure" shall mean a combination of material, to form a construction for occupancy, use or ornamentation, whether installed on, above or below the surface of a parcel of land.

**SECTION TWENTY-FIVE. EASEMENTS:**

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat of CARRIAGE HILLS NORTH. There are hereby reserved to the Developer, so long as the Developer owns any property which is subject to this Declaration or which may be unilaterally subjected to this Declaration by the Developer, the Association and the designees of each perpetual, non-exclusive easements upon, across, over and under all of the property in the Subdivision to the extent reasonably necessary for the purpose of installing, constructing, monitoring, replacing, repairing, maintaining, operating and removing cable television systems, master television antenna systems, and any other devices for sending or receiving data and/or other electronic signals; security and similar systems; roads, walkways, pathways and trails; lakes, ponds, wetlands, irrigation and drainage systems; streetlights and signage and all utilities including but not limited to water, sewers, telephone, gas and electric and utility meters and an easement for access of vehicular and pedestrian traffic over, across and through the properties as necessary to exercise the easements described above.

There is hereby reserved to the Developer, so long as Developer owns any property which is subject to this Declaration or which may be unilaterally subjected to this Declaration by the Developer, the non-exclusive right and power to grant such specific easements as may be necessary, in the sole discretion of Developer, in connection with the orderly development of any property

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within the Subdivision as it may exist from time to time, which shall not be an encumbrance on such property until notice of such grant of specific easements has been placed at the Public record.

The Developer, for itself and the Association, and their respective representatives, successors and assigns, contractors and agents, hereby establishes and reserves a permanent and perpetual non-exclusive easement appurtenant over, across, under, through and upon each Lot for the purposes of:

(a) controlling soil erosion, including grading and planting with vegetation any areas of any Lot which are or may be subject to soil erosion;

(b) drainage of natural or man-made water flow and water areas from any portion of the Subdivision.

(c) changing, modifying or altering the natural flow of water, water courses or waterways on or adjacent to any Lot.

(d) dredging, enlarging, reducing or maintaining any water areas or waterways within the Subdivision; and

(e) installing such pipes, lines, conduits or other equipment as may be necessary for slope control, drainage and waterway maintenance of any portion of the Subdivision, which shall not be an encumbrance on such property until notice of such grant of specific easements has been placed on the Public record.

The Developer hereby reserves for itself and its duly authorized agents, representatives, and employees, successors, assigns, licensees, and mortgagees, a non-exclusive easement over the Common Properties for the purposes of enjoyment, use, access, and development of property now or hereafter owned by the Developer and not yet described in Exhibit A, whether or not such property is made subject to this Declaration. This easement includes, but is not limited to, a right of ingress and egress over the Common Properties for construction of roads and for connecting and installing utilities on such property. Developer agrees that it and its successors or assigns shall be responsible for any damage caused to the Common Properties as a result of vehicular traffic connected with development of such property. Developer further agrees that if the easement is exercised for permanent access to such property and such property or any portion thereof benefiting from such easement is not made subject to this Declaration, the Developer, its successors or assigns shall enter into a reasonable agreement with the Association to share the cost of any maintenance which the Association provides to or along any roadway providing access to such property.

The Developer reserves for itself and its successors, assigns, and designees the non-exclusive right and easement, but not the obligation, to enter upon the lakes, ponds, streams, and wetlands located with the Common Properties to (a) install, keep, maintain, and replace pumps in order to provide water for the irrigation of any of the Common Properties; (b) construct, maintain, and repair any bulkhead, wall, dam, or other structure retaining water; and (c) remove trash and other debris therefrom and fulfill their maintenance responsibilities as provided in this Declaration. The Developer's rights and easements provided in this Section shall be transferred to the Association at

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such time as the Developer shall cease to own any property subject to the Declaration, or such earlier time as Developer may elect, in its sole discretion, to transfer such rights by a written instrument. The Developer, the Association, and their designees shall have a non-exclusive access easement over and across any of the Common Properties abutting or containing any portion of any lake, pond, stream, or wetland to the extent reasonably necessary to exercise their rights under this Section.

There is further reserved herein for the benefit of Developer, the Association, and their successors, assigns and designees, a perpetual non-exclusive right and easement of access and encroachment over the Common Properties and Lots (but not the dwellings thereon) adjacent to or within 50 feet of lake beds, ponds, streams and wetlands in order to (a) temporarily flood and back water upon and maintain water over such portions of the Common Properties; (b) fill, drain, dredge, deepen, clean, fertilize, dye, and generally maintain the lakes, ponds, streams, and wetlands within the Common Properties; (c) maintain and landscape the slopes and banks pertaining to such lakes, ponds, streams, and wetlands; and (d) enter upon and across such portions of the Subdivision for the purpose of exercising its rights under this Section. All persons entitled to exercise these easements shall use reasonable care in, and repair any damage resulting from the intentional exercise of such easements. Nothing herein shall be construed to make Developer or any other Person liable for damage resulting from flooding due to heavy rainfall or other natural disaster.

Developer reserves unto itself the right, in the exercise of its sole discretion, upon the request of any person holding, or intending to hold, an interest in the Subdivision, or at any other time, (i) to release all or any portion of the Subdivision from the burden, effect, and encumbrance of any of the easements granted or reserved under this Section, or (ii) to define the limits of any such easements.

Every portion of the Common Properties, every Lot, and any improvement which contributes to the lateral support of another portion of the Common Properties or of another Lot shall be burdened with an easement for lateral support, and each shall also have the right to lateral support which shall be appurtenant to and pass with title to such property.

### **SECTION TWENTY-SIX. 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, 2026, unless amended as herein provided. After 2026, these restrictions shall automatically be continued thereafter for successive periods of ten (10) years each, unless extinguished by the owners of the 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 Clay County, Missouri.

### **SECTION TWENTY-SEVEN. 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

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construction of improvements thereon, but no restrictions herein set forth shall be personally binding on any corporation, person or persons, except in respect of beaches 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 CARRIAGE HILLS NORTH HOMEOWNERS 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 Homeowners Association not to exceed One Thousand Dollars (\$1,000.00).

### **SECTION TWENTY-EIGHT. 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 Clay 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 TWENTY-NINE. COMMON PROPERTIES:**

(a) **TITLE TO COMMON PROPERTIES:** 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 Association properties.

(b) The Association shall continue to be responsible for all use, care, maintenance, operation and expenses of any common properties and, in the event of the

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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 CARRIAGE HILLS NORTH.

(c) **MEMBERS' EASEMENTS OF USE AND ENJOYMENT OF ASSOCIATION PROPERTIES:** 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 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 THIRTY. 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 THIRTY-ONE. 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 THIRTY-TWO. 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 THIRTY-THREE. AMENDMENT OR MODIFICATION OF RESTRICTIONS:**

The covenants, agreements, conditions, reservations, restrictions, and charges created and established herein for the benefit of CARRIAGE HILLS NORTH, 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 CARRIAGE HILLS NORTH. 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 Clay, State of Missouri, PROVIDED, FURTHER, no such amendment or modification shall be effective without the written consent of the Developer. Said written consent of



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the Developer shall be required until the Developer has sold all lots in CARRIAGE HILLS NORTH or waived its rights under this paragraph or December 31, 2026, whichever shall first occur.

Developer shall have the absolute right, until the Developer has sold all of the lots owned by the Developer within the subdivision, to amend these Restrictions without the consent of the homeowners or any other person.

IN WITNESS WHEREOF, CLAY COUNTY, L.L.C., has caused this instrument to be executed the day and year first above written.

CLAY COUNTY, L.L.C., a Missouri  
Limited Liability Company

By: 

Ronald O. Baldwin, Manager

**ACKNOWLEDGMENT**

STATE OF MISSOURI       )  
  ) ss.  
County of Clay       )

On this 7<sup>th</sup> day of September, 2006, before me, a Notary Public in and for said state, personally appeared **RONALD O. BALDWIN**, Manager of **CLAY COUNTY, L.L.C.**, known to me to be the person who executed the foregoing instrument in behalf of said Company and acknowledged to me that he executed the same as his free act and deed for the purposes therein stated.

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

My Commission Expires:



CHERYL A. NAYLOR  
Notary Public - State of Missouri  
Commissioned in Clay County  
My Commission Expires 3-17-08

  
Notary Public

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**EXHIBIT "A"**

**DESCRIPTION**

All that part of the Southwest Quarter of Section 20, Township 51, Range 32, in Kansas City, Clay County, Missouri, described as follows:

Beginning at the point of intersection of the East line of said Southwest Quarter with the centerline of the County Road, as described in that Warranty Deed Granted to J. J. Settle and R. G. Young, recorded in Book 388 at Page 137, said County Road now known as Pleasant Valley Road;  
Thence North 82°37'39" West, along said centerline, a distance of 1593.03 feet;  
Thence continuing along said centerline, South 62°51'43" West, a distance of 182.18 feet to a point on the West line of the East 26 2/3 poles (440.00 feet) of the West Half of said Southwest Quarter Section;  
Thence North 00°45'31" East, along said West line, a distance of 902.15 feet to a point on the North line of said Southwest Quarter Section;  
Thence South 89°26'32" East, along said North line, a distance of 440.00 feet to the Northwest corner of the East Half of said Southwest Quarter Section;  
Thence South 32°01'11" East, a distance of 48.83 feet;  
Thence South 40°03'15" East, a distance of 133.67 feet;  
Thence South 74°52'09" East, a distance of 67.04 feet;  
Thence South 48°47'33" East, a distance of 70.00 feet;  
Thence North 41°12'27" East, a distance of 165.62 feet;  
Thence South 48°47'33" East, a distance of 16.06 feet;  
Thence North 43°20'32" East, a distance of 110.00 feet;  
Thence South 48°46'19" East, a distance of 83.54 feet;  
Thence South 49°46'14" East, a distance of 50.13 feet;  
Thence South 48°47'33" East, a distance of 225.52 feet;  
Thence South 49°55'29" East, a distance of 58.47 feet;  
Thence South 82°06'43" East, a distance of 66.05 feet;  
Thence North 89°53'54" East, a distance of 80.88 feet;  
Thence along a curve to the right, having an initial tangent bearing of South 19°31'24" East, a radius of 160.00 feet, an arc distance of 20.28 feet;  
Thence North 76°39'04" East, a distance of 161.01 feet;  
Thence North 22°33'57" West, a distance of 58.85 feet;  
Thence South 89°20'05" East, a distance of 271.86 feet to a point on the East line of said Southwest Quarter Section;  
Thence South 00°39'55" West, along said East line, a distance of 792.16 feet to the Point of Beginning.  
Containing 30.89 Acres, more or less.

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Recorded in Clay County, Missouri

Date and Time: 05/10/2007 at 03:16:07 PM

Instrument Number: 2007019223

Book: 5701 Page: 127

Instrument Type REST

Page Count 18

Recording Fee \$75.00 S



Robert T Sevier, Recorder



Grantor CLAY COUNTY LLC  
Grantee CLAY COUNTY LLC

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**RECORDING COVER SHEET**

Title of Document: Homeowners Association Declaration Carriage Hills North First Plat

Date of Document: September 1, 2006

Grantors: Clay County, L.L.C., a Missouri Limited Liability Company

Grantee(s): Clay County, L.L.C., a Missouri Limited Liability Company

Mailing Address(es): c/o Michael P. Keleher  
403 NW Englewood Road  
Gladstone, Missouri 64118

Legal Description: Lots 1 through 77, inclusive, and Tracts A, B, C, D, E, F, and G,  
CARRIAGE HILLS NORTH FIRST PLAT, a subdivision in Kansas  
City, Clay County, Missouri, more particularly described on Exhibit  
A

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CARRIAGE HILLS NORTH FIRST PLAT**

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**HOMEOWNERS ASSOCIATION DECLARATION**  
**CARRIAGE HILLS NORTH FIRST PLAT**

**THIS DECLARATION**, made as of the 1<sup>st</sup> day of September, 2006, by **CLAY COUNTY, L.L.C.**, a Missouri Limited Liability Company, existing under the laws of the State of Missouri, (hereinafter referred to as "Developer"),

**WITNESSETH:**

**WHEREAS**, the Developer is the owner of all of the land situated in Clay County, Missouri, and described on Exhibit A. Said land is to be platted as a subdivision known as **CARRIAGE HILLS NORTH FIRST PLAT**, the portion of which described herein is to be developed as a single family subdivision consisting as single family homes to be known as **CARRIAGE HILLS NORTH**, consisting of the following lots, to wit:

Lots 1 through 77, inclusive, and Tracts A, B, C, D, E, F, and G,  
**CARRIAGE HILLS NORTH FIRST PLAT**, a subdivision in Kansas  
City, Clay County, Missouri

All of the above described is land located in **CARRIAGE HILLS NORTH FIRST PLAT**, a subdivision of land in the City of Kansas City, Clay County, Missouri, which plat was recorded in the office of the Recorder of Deeds, for Clay County, Missouri, on the \_\_\_\_ day of \_\_\_\_\_, 2006, in Plat Book 6, at Page 116, as Document No. \*\_\_\_\_; and

\*2007019223

**WHEREAS**, the Developer is now developing the above described land and desires to create and maintain a residential neighborhood possessing features of more than ordinary value to the said community.

**NOW, THEREFORE**, in order to assist it and its grantees in providing the means necessary to bring about the development of the above described land, the Developer does now and hereby subjects all of Lots 1 through 77, inclusive, and Tracts A, B, C, D, E, F, and G, **CARRIAGE HILLS NORTH FIRST PLAT**, a subdivision in Kansas City, Clay County, Missouri, to the covenants, charges and assessments set forth and contained in this Declaration, subject, however, to the limitations hereinafter specified.

**DEFINITIONS OF TERMS USED**

The word "**Association**" shall mean a homeowners association to be formed under the name **CARRIAGE HILLS NORTH 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 for the common use and enjoyment of the members as provided herein.

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For the purposes of this Declaration, the word "**Developer**" shall mean CLAY COUNTY, L.L.C., a Missouri Limited Liability Company.

The word "**District**" shall mean the land described herein and any other land submitted to the terms hereof in accordance with the terms hereof.

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 "**Outbuilding**" shall mean an enclosed, covered structure, not directly attached to the residence to which it is appurtenant.

The word "**Owner**" shall mean one or more persons who hold the record title to any lot, but excluding in all cases any party holding an interest merely as security for the performance of an obligation. If a lot is sold pursuant to a recorded land sales contract, and the contract specifically so provides, the purchaser (rather than the fee owner) will be considered the Owner.

The word "**Person**" shall mean a natural person, a corporation, a partnership, a limited liability company, a fiduciary acting on behalf of another person or any other legal entity.

The word "**Street**" shall mean any street, road, drive or avenue of whatever name, as shown on said plat of CARRIAGE HILLS NORTH FIRST PLAT situate within or adjacent to the land described herein.

The word "**Subdivision**" shall mean, collectively, Carriage Hills North First Plat and any other Plat subjected to the provisions hereof.

### SECTION ONE. MEMBERSHIP IN ASSOCIATION.

The owners of all of the land hereinabove described, together with the owners of any other land that may from time to time be made subject to all of the terms and provisions of this Declaration in the manner hereinafter provided for, shall be the members of an association, which is hereby created and established to be known as "CARRIAGE HILLS NORTH HOMEOWNERS ASSOCIATION". The Association shall be incorporated under the laws of the State of Missouri as a corporation not for profit. Membership in the Association shall be limited to the owners of land within the boundaries of the District as it exists from time to time. The Association shall be the sole judge of the qualifications of its members and of their rights to participate in its meetings.

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## **SECTION TWO. VOTING RIGHTS.**

The CARRIAGE HILLS NORTH HOMEOWNERS ASSOCIATION shall have two (2) classes of voting memberships, as follows:

(1) CLASS A. Each owner, with the exception of the Developer, of a lot in CARRIAGE HILLS NORTH FIRST PLAT, a subdivision in Clay County, Missouri, as those lots are described in this Declaration shall be a Class A member. Each Class A member shall be entitled to one vote for each lot upon which he holds fee simple title. When more than one person holds such interest in any lot, all such persons shall be members and the vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any one lot.

(2) CLASS B. The Class B member shall be the Developer. The Class B member shall be entitled to one hundred fifty (150) votes for each lot within the district in which the said Developer holds fee simple title.

## **SECTION THREE. LAND ENTITLED TO BENEFITS.**

No land shall be entitled to any of the benefits, improvements or services provided by this Association unless the owner or owners thereof shall have subjected their land to the terms of this Declaration and to the assessments herein provided for.

## **SECTION FOUR. 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 space conveyed to the CARRIAGE HILLS NORTH HOMEOWNERS ASSOCIATION by the Developer.

The CARRIAGE HILLS NORTH HOMEOWNERS 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 FIVE. OTHER LANDS - HOW THEY MAY BE ADDED.**

The developer may, without the consent of the other owners, from time to time add to the district such land as is now or hereafter owned or approved for addition by said Developer, provided that the land so added to the district shall at that time be bound by all of the terms of this Declaration and any future modifications thereof. PROVIDED, FURTHER, that such additions shall be made within twenty-one (21) years from the date of this instrument.

## **SECTION SIX. POWERS AND DUTIES OF THE ASSOCIATION.**

(1) The Association shall have the following powers and duties:

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(a) To care for, spray, trim, protect and replant trees on all streets and in other public places where trees have once been planted, when such services are not available from any public sources; and to care for, protect and replant shrubbery, resow grass and replace sod in the parks which are in the streets and in any parks, private open space or common properties set aside for the general use of the owners of the district, or to which such owners have access and the use thereof,

(b) To provide for the operation and maintenance, when such services are not available from any public source, of any tennis courts, clubhouses, swimming pools, playgrounds, green areas, private open area, stormwater detention facility, parking areas, walks, pedestrian ways, gateways, entrances, drinking fountains, and ornamental features now existing or which may hereafter be erected or created in said District in any public street or park, or on any land set aside for the general use of the owners of the District, or to which all of such owners of the District, or to which all of such owners have access and the use thereof.

(c) To acquire and own the title to such real estate as may be reasonably necessary in order to carry out the purposes of the Association, and to pay taxes on such real estate as may be owned by it; and to pay such taxes as may be assessed against land in the public or semi-public places within the District.

(d) To maintain fire and extended coverage on insurable common properties on a current replacement cost basis in an amount at least **one hundred percent (100%)** of the insurable value (based on current replacement cost) and not to use hazard insurance proceeds for losses to any common properties for other than the repair, replacement or reconstruction of the common properties.

(e) To maintain bodily injury liability insurance and property damage liability insurance with such limits and deductible amounts as the Board of Directors of the Association shall, in their sole discretion, deem adequate insuring against liability for bodily injury, death or property damage arising from the activities of the Association or with respect to the ownership of the common properties.

(f) To levy and collect the assessments including attorney fees which are provided for in this Declaration.

(g) To participate in and provide for the maintenance of any storm water detention facility appurtenances which serve to detain storm water which may be discharged from property within the District including paying for the costs of maintaining the pipe structures and appurtenances for said storm water detention facility. In the event that Declarant assigns any responsibility or obligation for the maintenance of said storm water detention facility to the Association, the Association shall assume all of such obligations duly assigned by the Declarant.

(h) To enforce, either in its own name or in the name of any owner within the district, any or all building restrictions which may have been heretofore or may hereafter be



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imposed upon any of the land in such district, either in the form as originally placed thereon or as modified subsequently thereto; to collect reasonable attorneys' fees incurred in said enforcement proceedings as provided for herein or in the Declaration of Restrictions; PROVIDED, HOWEVER, that this right of enforcement shall not serve to prevent such changes, releases or modifications of restrictions or reservations being made by the parties having the right to make such changes, releases or modifications as are permissible in the deeds, declarations, contracts or plans in which such restrictions and reservations are set forth, nor shall it serve to prevent the assignment of those rights by the proper parties, wherever and whenever such right of assignment exists. The expenses and costs of any enforcement proceedings 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.

(i) To manage and control as trustee for its members all public improvements upon and to the land in the District or improvements in public places, provided that such management and control of said improvements shall at all times be subject to that had and exercised by any City, Township, County and State, or any of them in which the land within the District is located.

(j) To provide for the collection and disposal of rubbish and garbage, when adequate services of that type are not available from any public source.

(k) To mow, care for, maintain and remove rubbish from vacant and unimproved property and to do any other things necessary or desirable in the judgment of the officers of the Association to keep any vacant and unimproved property and the parking in front of any property in the district neat in appearance and in good order.

(l) To provide for the plowing and removal of snow from sidewalks and streets, when such services are not available from any public source.

(m) To provide such lights as the Association may deem advisable on streets, parks, parkways, pedestrian way, gateways, entrances or other features, and in other public or semi-public places, when such facilities are not available from any public source.

(n) To provide for the cleaning of streets, gutters, catch basins, sidewalks and pedestrian ways and for the repair and maintenance of storm sewers and appurtenant drainage facilities, when such services are not available from any public source.

(o) To erect and maintain signs for the marking of streets and safety signs for the protection of children and other persons, when such signs are not available from any public source.

(p) To employ duly qualified peace officers for the purpose of providing such police protection as the Association may deem necessary or desirable in addition to that rendered by public authorities.

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(q) To exercise control over such easements as it may acquire from time to time and to maintain, repair and/or replace, if necessary, any stormwater detention facility located within the subdivision.

(r) To delegate any of the rights, powers and duties set forth herein to a committee or committee established by the Board of Directors of the Association.

(s) To employ Managers or Managing Agents to assist the Association in the performance of any powers and/or duties in the Declaration.

(t) 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.

(u) To maintain fidelity bonds, indemnities or other types of insurance not otherwise required herein as the Board of Directors of the Association may deem advisable.

(v) To borrow money, subject to the provisions of the Articles of Incorporation and Bylaws of the Association, to carry out the duties and functions of the Association and hypothecate any or all of its real or personal property as security for money borrowed or debts incurred.

(w) Retain and pay for the services of a person or persons or firm or firms, federal, state or local agencies (any one of which is hereinafter called the "Manager") to undertake any functions for which the Association is responsible hereunder and to engage such other personnel as the Association shall deem advisable, provided, that no contract with such manager or other personnel shall have a term greater than one (1) year and shall contain a clause permitting the Association to terminate the contract without cause and without payment of a termination fee on ninety (90) days or less written notice.

(x) 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.

(y) 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 as provided in the Bylaws, to suspend such rights and easements for the period set forth in the Bylaws for any violation of this Declaration, the Declaration of Restrictions or infraction of any rules and regulations of the Association, it being understood that any suspension for either non-payment of any assessment or a breach of the rules shall not constitute a waiver or discharge of the member's obligation to pay assessments provided for herein.

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### SECTION SEVEN. METHOD OF PROVIDING GENERAL FUNDS.

(1) 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 annually or at such other times as the Association may determine in advance by the respective member-owners of the said assessable land subject thereto, which said assessable land shall be deemed to be all of the above enumerated lots in the aforesaid plat of CARRIAGE HILLS NORTH FIRST PLAT which are then owned by members upon which dwellings have been erected together with such other lots as may from time to time be added to the said District as herein provided and are then owned by members and upon which dwellings have been erected. The Association may from year to year fix and determine the total amount required in this general fund and may levy and collect an annual assessment not exceeding Three Hundred Fifty and 00/100 Dollars (\$350.00) 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; PROVIDED, HOWEVER, that in respect to the year in which a dwelling is constructed on any certain lot covered by the Declaration, the assessment for the said year shall be pro-rated on the basis of the date of occupancy of said dwelling by the said member and, PROVIDED, FURTHER, HOWEVER, all lots lying within the boundaries of the district owned by a builder or the Developer shall not be subject to assessment until the date of occupancy of any dwelling erected thereon.

(2) The maximum annual assessment upon each living unit on each lot as aforesaid may be increased by an amount not exceeding one hundred percent (100%) of the original maximum annual assessment which the Association may levy and collect from year to year, provided that a meeting of the members specially called for that purpose, prior to the date upon which the assessment is levied for the first year for which such increase is proposed, a majority of the members present at such meeting authorize such an increase by an affirmative vote thereof; AND PROVIDED FURTHER, that the maximum annual assessment upon each living unit on each lot as aforesaid may be increased by an amount exceeding two hundred percent (200%) of the said original maximum annual assessment, provided that at a meeting of the members specially called for that purpose, prior to the date on which the assessment is levied for the year for which such increase is proposed, sixty percent (60%) of the members present at such meeting authorize such an increase by an affirmative vote therefor.

(3) Unless the increases provided for in paragraph (2) 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 meeting specially called for such purpose, by an affirmative vote of two-thirds (2/3) of the members present or by action taken under the terms of paragraph (4) of this Section and in either such event the rescission shall be effective commencing on the first day of the next succeeding year.

(4) 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 Clay County, Missouri, area in particular, and that in the event of such economic change, either by inflation or deflation, that there should be a provision by which the maximum annual assessment

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provided for herein may be decreased or increased to a degree greater than that permitted by the other provisions hereof. It is therefore provided that a resolution to such effect, adopted at a meeting of the Association specially called for that purpose, three-fourths (3/4) of the members present at such meeting voting in the affirmative therefor, shall be sufficient to require the Association to petition the Circuit Court of Clay County (hereinafter referred to as the Circuit Court), Missouri, to name three (3) disinterested parties to set a new and reasonable maximum annual assessment for the purposes provided for herein, based on the then current economic conditions, the change to be effective commencing on the first day of the next succeeding year. The decision of a majority of such three (3) disinterested parties shall be final and conclusive and shall be effective until amended by further action of the said panel selected by the said Circuit Court, both under the provisions of this paragraph.

(5) Whenever the Association may deem it advisable to submit to the members a proposal under either Paragraph (2) or Paragraph (4) of this Section for increasing or decreasing the permissible maximum amount of the annual assessment, it shall notify the members of the Association by mailing to such members at the last known address, with United States postage prepaid thereon, a notice of such meeting, giving the time and place at 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.

(6) The first assessment shall be for the fiscal year beginning August 1 following the closing of the sale of the first completed residence in the Subdivision, and it be fixed and levied prior to July 1, and shall be payable on August 1, and on August 1 of each year thereafter. It will be the duty of the Association to notify all owners of assessable lots whose address is listed with the Association on or before that date, giving the amount of the assessment on each tract owned by them and the date when such assessment is due. Failure of the Association to levy the assessment prior to July 1st of each year for the next succeeding fiscal year beginning on August 1st shall not invalidate any such assessment made for that particular year; nor shall failure to levy an assessment for any one year affect the right of the Association to do so for any subsequent year. When the assessment is made subsequent to July 1st of any year, then it shall become due and payable not later than thirty (30) days from the date of levying the assessment. Prior to the first assessment hereinabove provided for, if the Developer, as temporary Trustee for the Association, shall deem it necessary for the purpose of carrying out the terms of this Declaration, it shall have the right to make a partial assessment within the limits herein provided for on a pro-rata basis for the period of time ending July 31. The Association may elect to permit collections in monthly, quarterly or semi-annual payments in lieu of the annual payment provided for herein.

(7) 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, shall be deemed to be sufficient and proper notice for these purposes or for any purpose of this Declaration where notices are required.

(8) 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

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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.

(9) The purchaser of each lot subject to the assessment as herein provided shall pay, at the time of acquisition of title, to the Association, a sum equal to one hundred percent (100%) the amount of the current minimum annual assessment established hereunder, in advance, to be used by the Association as working capital.

(10) 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. The Association shall not, in any one year levy Special Assessments which in the aggregate exceed twenty-five percent (25%) of the estimated gross expenses of the Association as set forth in the budget for such year without the vote or written assent of the members representing a majority of the eligible members of the Association.

(11) 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 willful 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 as provided in the Bylaws, 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 as provided in the Bylaws, 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 EIGHT. LIEN ON REAL ESTATE.**

(1) The assessment provided for herein shall become a lien on the real estate against which it is levied as soon as 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 the

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assessment on or before the first day of September following the making of such assessment, then such assessment shall bear interest at the rate selected by the Association not to exceed the highest lawful rate from the first day of August, but if the assessment is paid before September 1st, or within thirty (30) days from the date of the assessment, if the assessment is made subsequent to July 1st for the fiscal year beginning August 1st, then no interest shall be charged.

(2) In the event the assessment is not paid when due as hereinabove described, the assessment shall become delinquent and payment of both principal and interest may be enforced as a lien on said real estate in proceedings in any court in Clay County, Missouri having jurisdiction of suits for the enforcement of such liens. It shall be the duty of the Association to bring suits to enforce such liens before the expiration thereof. The Association may at its discretion file certificates of non-payment of assessment 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 Fifty Dollars (\$50.00), which fee is hereby declared to be a lien upon the real estate as 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.

(3) Such liens shall continue for a period of five (5) years from the date of delinquency and no longer unless within such time suit shall have been instituted for the collection of the assessment, in which case the lien shall continue until the termination of the suit and until the sale of the property under execution of the judgment establishing same.

(4) In all 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 NINE. 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 TEN. 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 address 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

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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 are listed with the Association, of the new address.

### **SECTION ELEVEN. TEMPORARY TRUSTEE.**

Prior to the actual organization or incorporation of the Association contemplated by the terms of this Declaration, the Developer shall have the right at its option to perform the duties, assume the obligations, levy and collect the assessments, and otherwise exercise the power herein given to the Association in the same manner and way as though all of such powers and duties were hereby given directly to the Developer. The Association contemplated by the terms of this Declaration shall not assume any of the rights herein provided for without the consent of the Developer and its relinquishment in writing of its rights as temporary Trustee. The Developer may, by appropriate agreement made expressly for that purpose, assign or convey to any person or corporation all of the rights, reservations and privileges reserved by it in this Section and, upon such assignment or conveyance being made, its assigns or grantees may, at their option, exercise, transfer or assign such rights at any time or times in the same manner and way as though directly reserved by them or it in this instrument.

### **SECTION TWELVE. TO OBSERVE ALL LAWS.**

Said Association shall at all times observe all State, County, City and other laws and, if at any time, any of the provisions of this Declaration shall be found to be in conflict therewith, then such parts of this Declaration as are in conflict with such laws shall become null and void, but no other part of this 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 declaration, subject, however, to the limitations of its rights to contract as are herein provided for.

### **SECTION THIRTEEN. EXTENT OF MEMBERS EASEMENTS.**

The rights and easements of use and enjoyment of the common properties established in any Declaration of Restrictions affecting the Subdivision and in this Declaration shall be subject to all of the powers and duties, mandatory and discretionary, granted to the Association herein.

### **SECTION FOURTEEN. MORTGAGE PROTECTION.**

Notwithstanding any other provision of this Declaration, no amendment of this Declaration 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 this Declaration as amended. In order to induce the Federal Home Loan Mortgage Corporation ("FNMA") and the Governmental National Mortgage Association ("GNMA") to participate in the financing of the sale of lots within CARRIAGE HILLS NORTH FIRST PLAT, the following provisions are added hereto (and to the extent these added provisions pertaining to the rights of

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Mortgagees conflict with any other provisions of this Declaration these added restrictions shall control):

(a) Each first Mortgagee of a mortgage encumbering any lot in CARRIAGE HILLS NORTH FIRST PLAT, upon filing a written request for notification with the Association, is entitled to written notification from the Association of any default by the Mortgagors of such lot; in the performance of such Mortgagor's obligations under this Declaration, the Declaration of Restrictions, the Articles of Incorporation or the Bylaws of the Association, which default is not cured within thirty (30) days after the Association learns of such default.

(b) Every owner of a lot in CARRIAGE HILLS NORTH FIRST PLAT, including every first Mortgagee of a Mortgage encumbering any such lot, who obtains title to such lot pursuant to the remedies provided in such Mortgage or pursuant to foreclosure of the Mortgage or by deed (or assignment in lieu of foreclosure), shall be exempt from any "right of first refusal".

(c) Each first Mortgagee of a Mortgage encumbering any lot in CARRIAGE HILLS NORTH FIRST PLAT, who obtains title to such lot pursuant to the remedies provided in such Mortgage or by judicial foreclosure, shall take title to such lot free and clear of any claims for unpaid assessments or charges against such lot which accrued prior to the time such holder acquires title to such lot.

(d) Unless at least two-thirds (2/3) of the owners of lots (other than Developer and based upon one vote for each lot owned) in CARRIAGE HILLS NORTH FIRST PLAT have given their prior written approval, the Association shall not:

(i) subject to the provisions of the Missouri Law to the contrary, by act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the common properties or the improvements thereon which are owned, directly or indirectly, by the Association (the granting of easements for public utilities or for other public purposes consistent with the intended use of such property by the Association shall not be deemed a transfer within the meaning of this clause);

(ii) change the method of determining the obligations, assessments or other charges which may be levied against owners of lots;

(iii) by act or omission change, waive or abandon any scheme of regulations, or enforcement thereof, pertaining to the architectural design or the exterior appearance of the dwelling units on the lots, the exterior maintenance of dwelling units, the maintenance of the common properties, fences and driveways and the upkeep of lawns and plantings within CARRIAGE HILLS NORTH FIRST PLAT;

(iv) fail to maintain fire and extended coverage insurance on insurable common properties and improvements thereon on a current replacement cost basis



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in an amount at least one hundred percent (100%) of the insurable value (based on current replacement costs);

(v) use hazard insurance proceeds for losses to any common properties for other than the repair, replacement or reconstruction of such common properties;

(vi) no owner of a dwelling unit on any lot or any other party, subject to Missouri law, shall have priority over any rights of a first Mortgagee of such dwelling unit pursuant to its Mortgage in the case of payment to the dwelling unit owner of insurance proceeds or condemnation awards for losses to or a taking of common properties.

(e) First Mortgagees, upon written request, shall have the right to (i) examine the books and records of the Association during normal business hours, (ii) require from Association the submission of annual financial reports and other financial data, (iii) receive written notice of all meetings and (iv) designate in writing a representative to attend all such meetings.

(f) All first Mortgagees, who have made written request therefor, shall be given (i) thirty (30) days' written notice prior to the effective date of any proposed material amendment to this Declaration, the Declaration of Restrictions, the Articles of Incorporation or Bylaws of the Association and (ii) prior to the effective date of any termination of an agreement for professional management of the common properties following a decision of the Association to assume self-management of the common properties; and (iii) immediate written notice as soon as the Association receives notice or otherwise learns of any damage to the common properties whenever the cost of reconstruction exceeds Ten Thousand Dollars (\$10,000.00), and (iv) as soon as the Association receives notice or otherwise learns of any condemnation or eminent domain proceedings or other proposed acquisition with respect to any portion of the common properties.

(g) First Mortgagees may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against any of the common properties and may pay any overdue premiums on hazard insurance policies for such property and first Mortgagees making such payments shall be owed immediate reimbursement therefor from the Association.

(h) At its discretion, the Association, shall pay for, secure, and cause to be maintained in force at all times a fidelity bond for any person or entity handling funds of the Association including, but not limited to, employees of the professional manager.

(i) In addition to the foregoing, the Association may enter into such contracts or agreements as are required in order to satisfy the guidelines of the VA, the FHA, the FHLMC, the FNMA or the GNMA or any similar entity so as to allow for the purchase, guaranty or insurance, as the case may be, by such entities of first Mortgages encumbering lots with dwelling units thereon. Each owner hereby agrees that it will benefit the Association and the membership of the Association as a class of potential Mortgage

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Borrowers and potential sellers of their residential lots, if such agencies approved CARRIAGE HILLS NORTH FIRST PLAT as a qualifying subdivision under their respective policies, rules and regulations as adopted from time to time.

(j) Each owner hereby authorizes the first Mortgagee of a first Mortgage on his lot to furnish information to the Board concerning the status of such first Mortgage and the loan which it secures.

### **SECTION FIFTEEN. AMENDMENT.**

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 acknowledged by such owners and recorded in the office of the Recorder of Deeds, Clay County, Missouri, this instrument may be modified and amended, PROVIDED, HOWEVER, no such amendment 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 CARRIAGE HILLS NORTH FIRST PLAT or waived its rights under this paragraph or December 31, 2026, whichever shall first occur.

Developer shall have the absolute right, until the Developer has sold all of the lots owned by the Developer within the subdivision, to amend this Declaration without the consent of the homeowners or any other person.

### **SECTION SIXTEEN. COVENANTS RUNNING WITH THE LAND.**

All of the provisions of this Declaration shall be deemed to be covenants running with the land and shall be binding upon the Developer and upon its successors and assigns.

### **SECTION SEVENTEEN. 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 EIGHTEEN. 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 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 Clay 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 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. Such other land may include additional common properties which shall be owned, held and used by the Association in accordance with the terms of the Declaration of Restrictions and this Declaration. Developer hereby expressly reserves the right to, at any time or from time to time, construct additional improvements on the common properties for the enhancement thereof and the use and enjoyment of the members.

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IN WITNESS WHEREOF, the Developer, CLAY COUNTY, L.L.C., has caused this instrument to be executed the day and year first above written.

CLAY COUNTY, L.L.C., a Missouri Limited  
Liability Company

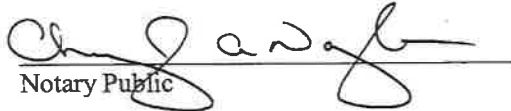
By:   
Ronald O. Baldwin, Manager

STATE OF MISSOURI     )  
                                  ) ss.  
COUNTY OF             )

On this 7<sup>th</sup> day of September, 2006, before me, a Notary Public in and for said state, personally appeared **Ronald O. Baldwin**, Manager of CLAY COUNTY, L.L.C., known to me to be the person who executed the within Homeowners Association Declaration in behalf of said company and acknowledged to me that he executed the same for the purposes therein stated.

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

My Commission Expires:

  
Notary Public



CHERYL A. NAYLOR  
Notary Public - State of Missouri  
Commissioned in Clay County  
My Commission Expires 3-17-08

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**EXHIBIT "A"**

**DESCRIPTION**

All that part of the Southwest Quarter of Section 20, Township 51, Range 32, in Kansas City, Clay County, Missouri, described as follows:

Beginning at the point of intersection of the East line of said Southwest Quarter with the centerline of the County Road, as described in that Warranty Deed Granted to J. J. Settle and R. G. Young, recorded in Book 388 at Page 137, said County Road now known as Pleasant Valley Road;

Thence North 82°37'39" West, along said centerline, a distance of 1593.03 feet;

Thence continuing along said centerline, South 62°51'43" West, a distance of 182.18 feet to a point on the West line of the East 26 2/3 poles (440.00 feet) of the West Half of said Southwest Quarter Section;

Thence North 00°45'31" East, along said West line, a distance of 902.15 feet to a point on the North line of said Southwest Quarter Section;

Thence South 89°26'32" East, along said North line, a distance of 440.00 feet to the Northwest corner of the East Half of said Southwest Quarter Section;

Thence South 32°01'11" East, a distance of 48.83 feet;

Thence South 40°03'15" East, a distance of 133.67 feet;

Thence South 74°52'09" East, a distance of 67.04 feet;

Thence South 48°47'33" East, a distance of 70.00 feet;

Thence North 41°12'27" East, a distance of 165.62 feet;

Thence South 48°47'33" East, a distance of 16.06 feet;

Thence North 43°20'32" East, a distance of 110.00 feet;

Thence South 48°46'19" East, a distance of 83.54 feet;

Thence South 49°46'14" East, a distance of 50.13 feet;

Thence South 48°47'33" East, a distance of 225.52 feet;

Thence South 49°55'29" East, a distance of 58.47 feet;

Thence South 82°06'43" East, a distance of 66.05 feet;

Thence North 89°53'54" East, a distance of 80.88 feet;

Thence along a curve to the right, having an initial tangent bearing of South 19°31'24" East, a radius of 160.00 feet, an arc distance of 20.28 feet;

Thence North 76°39'04" East, a distance of 161.01 feet;

Thence North 22°33'57" West, a distance of 58.85 feet;

Thence South 89°20'05" East, a distance of 271.86 feet to a point on the East line of said Southwest Quarter Section;

Thence South 00°39'55" West, along said East line, a distance of 792.16 feet to the Point of Beginning.

Containing 30.89 Acres, more or less.

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Recorded in Clay County, Missouri

Date and Time: 05/15/2008 at 11:00:29 AM

Instrument Number: 2008017104

Book: 5973 Page: 17

Instrument Type REST

Page Count 3

Recording Fee \$30.00 S



Grantor CLAY COUNTY LLC  
Grantee CLAY COUNTY LLC



Robert T Sevier, Recorder

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**RECORDING COVER SHEET**

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Title of Document: Amendment to the Declaration of Restrictions of Carriage Hills North First Plat

Date of Document: April 15, 2008

Grantors: CLAY COUNTY, L.L.C., a Missouri Limited Liability Company

Grantee(s): CLAY COUNTY, L.L.C., a Missouri Limited Liability Company

\* Mailing Address(es): c/o Michael P. Keleher  
403 NW Englewood Road  
Gladstone, Missouri 64118

Legal Description: Lots 1 through 77, inclusive, and Tracts A, B, C, D, E, F, and G, CARRIAGE HILLS NORTH FIRST PLAT, a subdivision in Kansas City, Clay County, Missouri, more particularly described on Exhibit A.

Reference Book and Page: Doc. # 2007019222 Book 5701 at Page 126

H:\Naylor\Carriage Hills North, LLC\Development File\First Amendment to CCRs.wpd

RE - Keleher + Eastman \* <http://www.claycountymo.gov>

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**AMENDMENT TO THE DECLARATION OF RESTRICTIONS  
OF CARRIAGE HILLS NORTH FIRST PLAT**

**THIS AMENDMENT TO THE DECLARATION OF RESTRICTIONS OF CARRIAGE HILLS NORTH FIRST PLAT** (hereinafter referred to as the "Amendment") is made this 9<sup>th</sup> day of May, 2008, by **CLAY COUNTY, L.L.C.**, a Missouri Limited Liability Company, existing under the laws of the State of Missouri, (hereinafter referred to as "Developer"):

**W I T N E S S E T H:**

**WHEREAS**, Developer established a subdivision named **Carriage Hills North First Plat**, by the virtue of the filing of the **Carriage Hills North First Plat**, a subdivision of land in Kansas City, Clay County, Missouri, which Plat was recorded in the Office of the Recorder of Deeds of Clay County, Missouri under Document No. 2007019218 on May 10, 2007, in Book G, at Page 116; and

**WHEREAS**, Developer recorded, in the Office of the Recorder of Deeds for Clay County, Missouri, a **Declaration of Restrictions Carriage Hills North First Plat** (hereinafter referred to as the "Restrictions"), on the 10<sup>th</sup> day of May, 2007, under Document No. 2007019221, in Book 5701, at Page 126; and

**WHEREAS**, the Developer has the right to amend the Restrictions without the consent of any owner in **Carriage Hills North First Plat**, in accordance with Section 33 thereof.

**NOW, THEREFORE**, in order to assist it and its Grantees in providing the means necessary to bring about the development of the above-described land, the Developer does now and hereby amends the Restrictions as follows:

1. The Restrictions are amended by substituting the following Section Fourteen for the existing Section Fourteen set forth in the Restrictions:

**SECTION FOURTEEN. FENCES, WALLS AND SHRUBS:**

All fencing shall be constructed of wood unless otherwise approved by the Committee. No chain link fence shall be erected on any Lot unless approved by the Committee. All fences shall be constructed with the finished side out. No fence shall extend toward the front of the Residence beyond the rear corners of the Residence. No fence, wall or hedge shall be erected or maintained on any Lot nearer to the street than the building setback lines for the front and side yards as reflected in the Plat or by governmental authorities. No fence, wall or hedge shall be erected or maintained on any Lot which shall exceed four (4) feet in height. All fences, walls or hedges must also comply with all zoning laws and building codes of the City of Kansas City, Missouri applicable to any Lot. Fencing or privacy walls may be allowed closer to the main Residence to provide the necessary privacy, provided they are approved in advance by the Committee. All fencing shall be maintained to a fence standard equivalent to original construction and all fencing must be consistent

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with this Declaration and the architectural standards established by the Declarant or the Committee.

All other terms, covenants and conditions of the Restrictions are hereby ratified and confirmed.

**IN WITNESS WHEREOF**, the Builder has caused this instrument to be executed the day and year first above written.

**DEVELOPER:**

**CLAY COUNTY, L.L.C.**, a Missouri  
Limited Liability Company

By:   
Ronald O. Baldwin, Manager

**MISSOURI ACKNOWLEDGMENT - L.L.C.**

STATE OF MISSOURI     )  
                                      ) ss.  
COUNTY OF CLAY        )

On this 9<sup>th</sup> day of May, 2008, before me, a Notary Public in and for said County and State, personally appeared **Ronald O. Baldwin**, Manager of **CLAY COUNTY, L.L.C.**, a Missouri limited liability company, known to me to be the person who executed the foregoing instrument in behalf of said company and acknowledged to me that he executed the same as his free act and deed for the purposes therein stated.

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

My Commission Expires:



CHERYL A. NAYLOR  
My Commission Expires  
March 17, 2012  
Clay County  
Commission #08431139

  
Notary Public