

5/1/02

DECLARATION OF RESTRICTIONS
COVENANTS AND CONDITIONS OF

HICKORY HILLS

Lots 1 through 18, Pleasant Hill, County of Cass, State of Missouri.

WHEREAS, Redwine and French Enterprises, L.L.C., is the owner of real property duly platted and described as follows, to-wit:

Lots 1 through 18, Hickory Hills, a subdivision in Pleasant Hill, Cass County, Missouri.

WHEREAS, Redwine and French Enterprises, L.L.C., for its own benefit and for the benefit of future grantees of the above described real property is desirous of securing orderly and uniform improvements of said property;

NOW THEREFORE, Redwine and French Enterprises, L.L.C., hereby declares and makes the following declarations as to limitations, restrictions and uses to which the above described real property may be put, hereby specifying that said declarations shall constitute covenants to run with the land, as provided by law, and shall be binding upon all parties and all persons claiming under said Redwine and French Enterprises, L.L.C., for the benefit of and limitations upon all future owners of said Lots or Tracts, this Declaration of Restrictions being designed for the purpose of keeping said addition desirable, uniform and suitable in design and use of herein specified.

1. No more than one single family dwelling may be built on any one lot and no dwelling shall be permitted on any lot except those which have a living area of the main structure exclusive of attached garages of not less than:

For lot 1:

Fourteen Hundred square feet (1400 sq. ft.) in the case of a Ranch style structure.

Fourteen Hundred square feet (1400 sq. ft.) in the case of a Raised Ranch or Bi-level (on main living area) style structure.

One Thousand square feet (first floor), Fourteen Hundred square feet (TOTAL) in the case of a one and a half story style structure.

Seven Hundred Fifty square feet (first floor), Fourteen Hundred square feet (TOTAL) in the case of a Two Story style structure.

For lots 2-18:

Sixteen Hundred square feet (1600 sq. ft.) in the case of a Ranch style structure.

Sixteen Hundred square feet (1600 sq. ft.) in the case of a Raised Ranch or Bi-level (on main living area) style structure.

One Thousand, One Hundred Fifty square feet (first floor), Sixteen Hundred square feet (TOTAL) in the case of a one and a half story style structure.

Eight Hundred Fifty square feet (first floor), Sixteen Hundred square feet (TOTAL) in the case of a Two Story style structure.

2. Materials. Exterior walls of all building, structures, and appurtenances shall be of brick, stone, wood shingle, wood siding, wood paneling, plate glass, stucco or a combination thereof. No manufactured stone or brick will be permitted. Homes will be faced on all sides with a quality finish. Roofs shall be covered with asphalt composition weathered gray or wood. Other roofing materials may be approved by Redwine and French Enterprises, L.L.C.

3. No building shall be erected, altered, placed, or permitted to remain on any lot other than one single family dwelling not to exceed 2 1/2 stories in height and a private garage for not more than Three (3) automobiles which garage shall be attached to the single family dwelling.

4. No trailer, basement, tent, shack, garage, barn or other out building shall at any time be used for residence, temporarily or permanently nor shall any residence of temporary character be permitted. No such outbuilding shall at anytime be permitted except a garage which otherwise complies with the terms hereof.

5. No structure shall be moved on said premises from another location and no dwelling shall be occupied until fully completed, and such dwelling must be fully completed within Nine (9) months after the first earth excavation is started.

6. Outbuildings are permitted. Design and appearance must be compatible with that of the residence and plans must be approved by Redwine and French Enterprises, L.L.C.

7. No building shall be located any nearer to the front line or nearer to a side street than the minimum building set back line shown on the recorded plat. In any event, no building shall be located on any lot nearer than thirty (30) feet to the front lot line or nearer than thirty (30) feet to any side street line, or nearer than seven and one half (7 1/2) feet to any side lot line on lots not bounded by side streets, or nearer than thirty (30) feet to any rear lot line. All driveways shall be poured concrete or asphalt, and shall extend to the curb line or the street upon which the premises fronts, or the property line on the side

8. All plans and specifications for the construction including, but not limited to any exterior appearance of any single family dwelling and garage shall be submitted to Redwine and French Enterprises, L.L.C., for its approval so long as said company shall own any lot subject to this declaration.

9. Fences may be permitted on Lots provided that no fence shall be placed closer to the front property line than the back building line of the residence.

10. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot except dogs, cats or other household pets may be kept in residential areas, provided that they are not kept, bred or maintained for any commercial purposes. No more than four (4) domestic pets shall be kept in any home. Dog pens are permitted provided that they are constructed with chain link fence and a concrete floor. Pens may not be located closer to the front than the back building line of the residence and must be twenty-five (25) feet from the rear or side property lines.

11. No noxious or offensive activity shall be carried on or upon any lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

12. No industry, business, trade, occupation or profession of any kind, commercial, religious, educational or otherwise, shall be conducted, maintained, or permitted on any part of the Properties provided, however, that this provision shall not be construed to prevent the use of any home for a home office or studio so long as such use shall not interfere with the quiet enjoyment or comfort of any other owner or occupant.

13. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot (1 sq. ft.), one sign of not more than five square feet (5 sq. ft.) advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

14. No automotive repair or rebuilding or any other form of automotive manufacture, whether for hire or otherwise, shall occur on the Properties.

15. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the purpose or intent of the easement, including but not limited to interfering with the direction of flow of drainage channels in the easements, or obstructing or retarding the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible for maintaining.

16. All improvements shall be connected with the sanitary sewer system, which is now or shall be, constructed to serve the above premises. No other sanitary provision, septic tank or other device for sewage disposal shall be installed or permitted to remain on any lot.

17. The developers, Redwine and French Enterprises, L.L.C., may maintain a small real estate office, from which to sell lots and homes in the development, until all lots subject to this declaration have been sold.

18. No trash, ashes or other refuse shall be thrown or dumped upon any undeveloped portions of said lands.

19. The developer, Redwine and French Enterprises, L.L.C., has the right to establish a home owners association for such purposes determined by developer to be appropriate, including but not limited to operating and maintaining common facilities within the residential subdivision.

20. In the event the developer, Redwine and French Enterprises, L.L.C., establishes a homes association, the developer shall have control of the home owners association until seventy-five (75%) percent of the lots subject to this declaration have been sold at which time the developer shall turn the ownership and control of said association over to the individual owners of the residential lots.

21. The developer, Redwine and French Enterprises, L.L.C., and, if established, the homes association shall have the power to assess various charges to facilitate the maintenance of said common areas including the storm sewer retention basin and said assessment shall originally be not more than Fifty (\$50.00) Dollars per year per lot. Such assessment may be adjusted annually.

22. These covenants are to run with the land and shall be binding to all parties and all persons claiming under them for a period of thirty (30) years from the date these covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the owners of the lots has been recorded agreeing to change said covenants in whole or part at least twelve (12) months preceding the expiration of the period then in effect. Such instrument shall be effective upon the expiration of the period then in effect.

23. Enforcement shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any covenant with the right to enforce compliance with the terms hereof and to recover damages. The developer, Redwine and French Enterprises, L.L.C., so long as it owns any lot subject to this declaration, any homes association formed pursuant hereto and the owner of any lot subject to this declaration shall have the right to enforce these declarations.

24. The developer, Redwine and French Enterprises, L.L.C., reserves the right to add additional property to the property described herein which shall thereafter be part of the property shall be added by an amendment to this declaration.

25. So long as the developer, Redwine and French Enterprises, L.L.C., owns any lot subject to this declaration, it shall have the right to amend this declaration.

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

27. These restrictions hereby encompass by reference as if fully stated the license laws of the City of Pleasant Hill, Missouri as they now exist and may be from time to time amended.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 14th day of July 1998, for purposes of adopting and recording these Declarations of Covenants, Conditions and Restrictions of Hickory Hills in the Office of the Recorder of Deeds of Cass County, Missouri at Harrisonville for the Purpose of the same being filed by the owner of record.

REDWINE AND FRENCH ENTERPRISES, L.L.C.
Declarant

By James N. Redwine
James N. Redwine
Larry D. French
Larry D. French

State of Missouri ()
(SS.
County of Cass ()

On this 14th day of July, 1998, before me, the undersigned, a Notary Public in and for said state, personally appeared James N. Redwine and Larry D. French, of Redwine and French Enterprises, L.L.C., known to me to be the persons who executed the within Declarations of Covenants, Conditions and Restrictions of Hickory Hills in behalf of said company and acknowledged to me that they executed the same for the purposes therein stated.

Nancy L. Hull
Notary Public

My Commission Expires:

2-21-99

AMMENDMENT
TO THE DECLARATION OF RESTRICTIONS
COVENANTS AND CONDITIONS OF

HICKORY HILLS

THIS IS to ammend the Declarations of Restrictions, Covenants and Conditions of Hickory Hills, Pleasant Hill, MO to include lots 19 - 64.

THE MINIMUM square footage of lots 19 - 64 shall be 1600 sq. ft.

IN ADDITION, all sidewalks on lots 19 - 64 must be complete within one year if building does not begin within the first year of closing.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 24th day of July, 2000, for purposes of adopting and recording these Declafagations of Covenants, Conditions and Restrictions of Hickory Hills in the office of the Recorder of Deeds of Cass County, Missouri at Harrisonville for the purpose of the same being filed by the owner of record.

REDWINE AND FRENCH ENTERPRISES, L.L.C.
Declarant

By James N. Redwine
James N. Redwine
Larry D. French
Larry D. French

State of Missouri ()
(SS.
County of Cass ()

On this 24th day of July, 2000, before me, the undersigned, a Notary Public in and for said state, personally appeared James N. Redwine and Larry D. French, of Redwine and French Enterprises, L.L.C., known to me to be the persons who executed the within Declarations of Covenants, Conditions and Restrictions of Hickory Hills in behalf of said company and acknowledged to me that they executed the same for the purposes therein stated.

Nancy L. Hull
Notary Public

My Commission Expires:
2/21/03

