

**RESTRICTIONS  
OF  
WEATHERSTONE HOMEOWNERS ASSOCIATION  
LOTS 1 THROUGH 13**

WHEREAS, the undersigned, owner of described real property, to-wit:

All Lots 1 through 13, WEATHERSTONE, a subdivision in the City  
of Blue Springs, Jackson County, Missouri

for the purpose of securing orderly and uniform improvements of said property and to the objective that the WEATHERSTONE DEVELOPMENT CORPORATION, its successors, assigns and future grantees, may be protected and assured that the above-described lands shall be used for high class residential purposes and shall be conveyed subject to the reservations, restrictions and covenants hereinafter set forth.

**Section I.  
USE OF LAND**

1. The above lands may be improved, used or occupied for private residence and no flat or apartment house, though intended for residential purposes, may be erected thereon.
2. All improvements designed for occupancy by a single family shall not be more than two stories, except that split-level constructions shall be permitted.
3. No dwelling or residence shall be located nearer to the front lot lines or side lot line than as indicated on the plat. WEATHERSTONE DEVELOPMENT CORPORATION reserves the right to permit the erection of a residence on any of the lots in said addition two feet nearer to any street line on which said lot fronts, by executing and recording a proper instrument of writing, changing the front building setback line.
4. No trailer, basement, tent, shack, garage, barn or other outbuilding shall at any time be used as a residence, storage or tool shed temporarily or permanently, nor shall any residence of temporary character be permitted. No clothes lines of a permanent type shall be erected on any lot. No permanent type trash burner shall be erected and trash burning will not be permitted on any lot after 4:00 p.m. Fires started before 4:00 p.m. will be extinguished by 4:00 p.m.
5. No structure shall be moved on said premises from another location and no dwelling or residence shall be occupied until fully completed and such dwelling or residence must be fully

completed within six months after the first earth excavation is started. All yards, front, side and rear, must be either sodded, seeded or sprigged within the above time.

6. 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; provided, however, that not more than two dogs or two cats or two other household pets shall be kept on any residence lot.

7. No school buses, tractors, trucks over  $\frac{3}{4}$  ton, boats, unmounted campers, trailers, unlicensed or inoperable or partially disassembled automobile or other motor vehicles or trailers shall be regularly parked or stored in the open on the lot or at the curb and in any event not more than 12 hours at any one time. Recreational vehicles must be parked at the rear of the dwelling. No tower or antenna shall be constructed on any lot other than a normal television antenna attached to the dwelling and in no event shall such television antenna be higher than five (5) feet above the highest point on the dwelling.

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

## **Section II. APPROVAL OF PLANS AND SPECIFICATIONS OF IMPROVEMENTS PERMITTED**

9. No construction, remodeling, painting, repainting or otherwise changing the appearance of the exterior shall be started on any building unless and until the exterior design be first approved in writing by WEATHERSTONE DEVELOPMENT CORPORATION, a Missouri corporation, its successors and assigns. WEATHERSTONE DEVELOPMENT CORPORATION, a Missouri corporation, its successors and assigns, further are given the right to determine the location of all buildings on the respective lot or lots and likewise, the relation of the top of the foundation to the street level. All such approval shall be in writing. If not approved or disapproved within thirty (30) days after submission to WEATHERSTONE DEVELOPMENT CORPORATION, same shall be deemed to be approved. WEATHERSTONE DEVELOPMENT CORPORATION, or its representative, shall not be liable in any way for its approval or failure of approval of any plan.

10. No fencing shall be permitted on any lot unless the same is yard fencing and approval for all fencing must be obtained in the manner and method as set out in paragraph 9; but, no fencing shall extend nearer to the front street than the rear house line of that particular residence, except

decorative railing along walkways, which must be submitted for approval along with the plans and specifications, except fencing for swimming pools or tennis courts with approval as set forth in paragraph 9.

11. All plans, specifications and locations for the construction of a swimming pool must be submitted as set forth in paragraph 9.

12. 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 shall be installed or permitted to remain on any lot.

13. No residence shall have less than two garages, which may be attached or built-in garages. All driveways shall be poured concrete or asphalt and shall extent to the curb line of the street upon which the premises front, or the curb line on the side street. All roofing shall be wood shingle or asphalt roofing with weathered gray color, which color shall be approved in writing by WEATHERSTONE DEVELOPMENT CORPORATION. Any other material, due to pitch of roof, must be submitted for approval. All residences shall have a masonry front or written approval of WEATHERSTONE DEVELOPMENT CORPORATION.

14. No residence of one-story with attached garage shall be erected having a ground floor area of less than 1300 square feet, which shall be exclusive of porches, garages and breezeways. No split-level residence shall be erected having a living area of less than 1500 square feet on the two main levels. No residence of two-stories shall be erected having less than 900 square feet on the ground level, but in no event, less than 1650 square feet total. No residence having the appearance from the front of a two-story residence, including the foundation, with the principal living area on the second floor, shall have less than 1500 square feet on the second floor or principal living area. Any dwelling with basement garages must have at least 1500 square feet on the main living area.

15. WEATHERSTONE DEVELOPMENT CORPORATION may maintain a small real estate office from which to sell lots and homes in the development unit until all lots have been sold.

16. No structure, fence, or other facility shall be erected which will obstruct the flow of stormwater, and no shrubbery or trees shall be planted, or changes made to the prescribed grades and contours of the specified floodwater or stormwater runoff channels which will obstruct or impede stormwater flow in such channels.

17. The homeowner whose property includes all, or a portion of an open drainage swale, channel or detention basin, shall be responsible for the mowing of grass and removal of debris or obstruction to the flow of water in, or through, such facilities.

**Section III.**  
**SIGNS, BILLBOARDS AND MISCELLANEOUS PROVISIONS**

18. No signs or billboards of any kind shall be displayed to the public view on any lot, including "for sale" or "for rent" signs by owner, agent, occupant or realtor, except that WEATHERSTONE DEVELOPMENT CORPORATION, its successors or assigns, may place on each lot. One sign not exceeding five square feet, advertising the property for sale, resale or rent, and the owner, agent or realtor may display below such sign one professional sign approved by WEATHERSTONE DEVELOPMENT CORPORATION, its successors and assigns, of not more than one square foot; and, further, except that WEATHERSTONE DEVELOPMENT CORPORATION, its successors and assigns, may maintain a large sign or signs pertaining to said development prior to completion and may construct a decorative sign or signs identifying the subdivision.

19. No tanks for the storage of oil or other fluids or outbuildings of any kind may be maintained on any portion of the premises above the surface of the ground; however, WEATHERSTONE DEVELOPMENT CORPORATION shall have the right to approve no more than one outbuilding per lot, which outbuilding must be compatible in architectural appearance and location on the lot with the dwelling on said lot. Circulating tanks for swimming pools must be in the residence or garage or housed in a structure approved by WEATHERSTONE DEVELOPMENT CORPORATION.

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

**Section IV.**  
**APPROVAL OF PLANS AND SPECIFICATIONS**  
**OF IMPROVEMENTS PERMITTED**

21. These restrictions and covenants are to run with the land and shall be binding on all parties and persons claiming under them until January 1, 2002, at which time said covenants shall be

automatically extended for successive periods of ten years unless the then owners of a majority of the lots in the said subdivision shall, before the expiration of said original term, or any extension thereof, by an instrument executed, acknowledged and recorded in the Office of the Recorder of Deeds, change or modify the same in whole or in part.

22. Each of the restrictions and covenants 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 them shall be taken to hold, agree and covenant with the owner of said tract, to conform to and observe said restrictions and covenants. The owner or owners of any portion of the above lands, the Homeowners Association for the Weatherstone Subdivision as provided for in the Homes Association Declaration recorded by the development corporation, or the developer, WEATHERSTONE DEVELOPMENT CORPORATION, its successors and assigns, so long as it continues to own any portion of the above lands, or any portion of the lands, contained in the entire Weatherstone Subdivision as contained in the preliminary plat of said subdivision filed with the City of Blue Springs, 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 and covenants above set forth, in addition to the ordinary legal action for damages; and the failure of the developers or owners of said premises hereby restricted to enforce any of the restrictions and covenants herein set forth shall not waive such right to do so at any time hereafter.

23. Invalidation of any one or more of the provisions, reservations, restrictions and covenants herein contained, and any amendments hereto, by Court order or judgment, shall in no way affect any of the other provisions, reservations, restrictions and covenants herein.

IN WITNESS WHEREOF, the owner has signed this instrument this \_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

**WEATHERSTONE DEVELOPMENT CORP.**

By: \_\_\_\_\_  
President

ATTEST:

\_\_\_\_\_  
Secretary

STATE OF MISSOURI     )  
                                  ) ss  
COUNTY OF JACKSON    )

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me appeared \_\_\_\_\_, to me personally known, who being by me duly sworn, did say that he is President of Weatherstone Development Corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors and said \_\_\_\_\_ acknowledged said instrument to be the free act and deed of said corporation.

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

\_\_\_\_\_  
Notary

My commission expires: