

DECLARATION OF COVENANTS AND RESTRICTIONS

THIS DECLARATION, made this 10th day of July, 1986 by Bridgepointe Development Company, a Missouri Corporation, hereinafter called Developer.

RECITALS

Developer is the owner of the real property described in Article II of this declaration and desires to create thereon a residential community of high quality, and, to this, end, desires to subject the real property described in Article II to the covenants, restrictions and easements hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof, and shall apply to and bind the successors in interest and any owner thereof;

NOW, THEREFORE, the Developer declares that the real property described in Article II is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions and easements (sometimes referred to as "covenants and restrictions") hereinafter set forth.

ARTICLE I

Definitions

Section 1. The following words when used in this Declaration (unless the context shall prohibit) shall have the following meanings:

- (a) "Developer" shall mean and refer to Bridgepointe Development Company, a Missouri Corporation, its successors or assigns.
- (b) "The Properties" shall mean and refer to all such existing properties as are subject to this Declaration.
- (c) "Lot" shall mean and refer to any numbered plot of land shown upon and recorded subdivision map of The Properties.
- (d) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot situated upon The Properties but, notwithstanding any applicable theory of the mortgage, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

ARTICLE II

Property subject to this Declaration:

Section I. Existing PROPERTY. The real property which is, and shall be, held and shall be conveyed, transferred and sold subject to the conditions, restrictions, covenants, reservations and easements with respect to the various proportions thereof set forth in the various clauses and subdivision of this Declaration is located in Clay County, Missouri, and is more particularly described as follows, to wit:

BRIDGEPOINTE, FIRST PLAT, a subdivision of and in the City of Kansas City, Clay County, Missouri, filed for record in the office of the Recorder of Deeds, Clay County, Missouri, and recorded on _____ 1986, in Book _____ Page _____, herein referred to as the properties,

GENERAL PURPOSES

The Properties are subjected to the covenants, restrictions, conditions, reservations, liens and charges hereby declared: to insure the best use and the most appropriate development and improvement of each building site thereof; to protect the owners of building sites against such building site thereof; to protect the owners of building sites against such improper use of surrounding building sites as will depreciate the value of their property; to preserve, so far as practicable, the natural beauty of said property; to guard against the erection thereon of poorly designed or proportioned structures, and structures built of improper or unsuitable materials; to obtain harmonious color schemes; to insure the highest and best development of said property; to encourage and secure the erection of attractive homes thereon, with appropriate locations thereof on building sites; to secure and maintain proper set-backs from streets, and adequate free spaces between structures; and in general to provide adequately for a high type and quality of improvement and thereby to enhance the values of investments made by purchasers of building sites therein.

ARTICLE IV

General Land Use

The Properties shall be used for single-family residences only and shall be subject to all of the covenants and conditions herein contained.

ARTICLE V

Use Restrictions

All of the Existing Property and all additional lands, which shall be subjected to this Declaration under Article II above, shall be subject to the following use restrictions:

Section 1: Land Use: None of said Lots may be improved, used or occupied for other than private residence purposes (except for model homes used by the Developer or Builders and no flat or apartment house, although intended for residential purposes, may be erected thereon, Any residence erected or maintained on any of said Lots shall be designed and used for occupancy by a single family.

Section 2: Height Limitation: Any resident erected on any of said Lots shall not be more than two (2) levels in height, above ground.

Section 3: Minimum Size requirements: Any one story, or split level resident shall contain a minimum of 1300 square feet of finished living area exclusive of garages, breezeways, basements and similar portions of such residences. Any residence consisting of two levels above ground level shall contain a minimum of 850 square feet of enclosed floor area on the first level above ground, exclusive of garages, breezeways and similar portions of such residences and a minimum of 1650 square feet of enclosed floor area, exclusive of garages, breezeways and portions of such residences. Developer reserves the right to require greater square footages on the approval of any plan.

Section 4: Building Lines: No part of any residence shall be located on any Lot nearer to the front street or the side street than is the front building line or the side building line shown on the recorded plat. However, a residence or part of any residence may be located on any lot nearer than the said building line shown upon said plat with the written consent of the Developer.

Section 5: Uncompleted Structures: No residence shall be permitted to stand with its exterior in an unfinished condition for longer than five (5) months after commencement of construction.

Section 6: Garages: Each residence shall have an attached or basement private garage for not less than two, nor more than three cars. All garages must be equipped with doors which shall be kept closed as much as practicable to preserve the appearance of the elevation of the house.

Section 7: Lot area and Width: No residential structure shall be erected on any building plot, which plot has a minimum lot width and size less than that shown on the recorded plat.

Section 8: Easements: Easements for installation and maintenance of utilities and drainage facilities are reserved by Developer as shown on the recorded plat of said land. Such easements shall include the right of ingress and egress for construction and maintenance purposes. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. 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.

Section 9: Nuisances: No noxious or offensive activity shall be carried on upon any portion of The Properties, nor shall anything be done thereon that may be or become a nuisance or annoyance to the neighborhood. No exterior lighting shall be directed outside the boundaries of a lot or other parcel, unless authorized by the Developer.

Section 10: Temporary Structures: No temporary structure or any other out building shall be erected on any lot without the approval of the Architectural Contract Committee and in no event may such building, a trailer or basement be used as a temporary residence.

Section 11: Commencement of Construction: The Owner of any Lot within The Properties shall be required within one year of accepting a conveyance of such lot to complete the construction of a residence as authorized by existing zoning laws and declarations of covenants and restrictions filed of record, unless the time is extended in writing by the Developer.

Section 12: Exterior Painting: All wood exteriors, except roofs, shall be covered with paint or stain. No building shall be permitted to stand with its exterior in an unfinished condition for longer than five months after commencement of construction. Any area of exposed foundation shall be covered with the exterior wall material or painted the same color as the exterior walls adjoining said foundation.

Section 13: Storage Tanks: No fuel storage tanks shall be erected above the ground.

Section 14: Signs: No signs of any kind shall be displayed to the public view on any Lot except one professional sign of not more than 120 square inches or a sign of not more than eight feet square to advertise the property for sale. Developer reserves the right to maintain not more than two "Bill Board" type signs in or adjuvant to Bridgepointe during the construction period.

Section 15: Livestock: No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purposes. Not more than two dogs or two cats or

combination thereof may, be kept on any lot without the consent of the Architectural Control Committee.

Section 16: Garbage and Refuse: No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste shall not be kept except in sanitary containers, kept in a clean and sanitary condition and housed and screened as specified by the Developer.

Section 17: Parking of Motor Vehicles, Boats and Trailers: No trucks or commercial vehicles, boats or other similar water-borne vehicles, house trailers, boat trailers, trailers of every other description, campers or camping units shall be permitted to be parked or to be stored on any Lot unless they are parked or stored in an enclosed garage or in such other enclosure approved by the Architectural Control Committee, except only during periods of approved construction on the lot. No automotive repairs shall occur on any of the lots hereby restricted except when performed inside of the garage. This prohibition of parking shall not apply to temporary parking or trucks and commercial vehicles, such as for pick-up, delivery, and other commercial services. No automobile may be parked over night or stored upon any street adjoining any lot within the district.

Section 18: Antennas and Towers: No antenna or tower shall be erected upon any lot or the exterior of any residence for the purpose of radio operation and/or television operation. The Architectural Control Committee shall have the option to waive this restriction for disk antennas on an individual lot basis if the owner has obtained the written consent from all adjoining property owners and the disk is not readily visible from the street.

Section 19: Utilities: Water, gas, lights, telephone and other utilities shall be located underground on each residential lot.

Section 20: New Construction: All residences and other building permitted hereby on residential lots shall be initially new construction. No building shall be moved onto any of such lots.

Section 21: No Commercial Activities: No commercial activity of any kind shall be conducted on any Lot, but nothing herein shall prohibit the carrying on of promotional activities by the Developer.

Section 22: Clothesline: The use of any clothesline on the exterior of any residence or on a lot is prohibited.

Section 23: Sodding: Any unimproved portion of a Lot within 150 feet of the front line of said lot shall be fully sodded. The unimproved portion of the lot beyond 150 feet shall be either sodded or seeded after the completion of a house.

Section 24: Fencing: No fences of any kind shall be installed on any Lot without the prior written approval of the Developer or the Architectural Control Committee. No fence may be installed in front of the rear wall of any residence.

Section 25: Basketball Goals: No basketball goals shall be erected on the front drive or on the front of any house. **NOTE: see amendment attached.**

Section 26: Swimming Pools: No above ground swimming pools may be installed upon any of the Lots hereby restricted.

Section 27: Roofing: All roof shingles shall be wood. **NOTE: see amendment attached.**

Section 28: Plan approval: No building shall be erected or altered on any building plat in this subdivision until the building plans have been approved in writing as to size and external design by the Architectural Control.

Upon any request for approval the party requesting such approval shall submit a floor plan including square footage and the four exterior elevations.

In the event of the death or resignation of any member of said committee, the remaining members shall have full authority to approve or disapprove the plans submitted, and to designate a successor.

In the event said committee fails to approve or disapprove a request within thirty (30) days after said plans have been submitted to it, such approval will not be required and this covenant will be deemed to have been met.

The members of the Architectural Control Committee shall serve without pay and shall have no legal or financial liability for any of their acts, omissions or errors in judgment.

Section 29: Priority: The Building code, The Zoning Ordinance, The Property & Maintenance Code, and other applicable municipal and state laws are not preempted by the recording of this Declaration, but that in the event of conflict the most restrictive provisions shall apply.

ARTICLE VI

General Provisions

Section 1: Enforcement: Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants. Any such action may be initiated by the Developer, or Bridgepointe Homes Association or any owner. Failure by the Developer or the Bridgepointe Homes Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2: Severability: Invalidity of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3: Duration Amendment: The Covenants and restrictions of this Declaration shall run with and bind the land, and shall insure to the benefit of and be enforceable by the Developer or the Bridgepointe Homes Association, or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years.

The covenants and restrictions of this Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than eighty percent (80%) of the Lot Owners, and thereafter by an instrument signed by not less than Seventy-five (75%) of the Lot Owners.

Section 4: Transferability: The developer reserves the right to create and establish a homes association and to transfer and assign to it all of functions of the Developer according to the

provisions of this Declaration, in which event the owners of the Properties shall then be bound to the association as they are to the Developer.

ARTICLE VII

Private open space

The private open space identified on the plat of Bridgepointe First Plat as Tracts A and B is set aside for the owners of the Properties for recreational purposes pursuant to Section 31.32, Code of General Ordinances of Kansas City, Missouri. The responsibility for the maintenance of said private open space shall be borne by the Developer, its assigns or transferees. No changes in the use of said private open space shall be made without the prior written approval of Kansas City, Missouri.

IN WITNESS WHEREOF, THE UNDERSIGNED, BEING THE DEVELOPER herein, has hereunto set its hand and seal on the day and year last above written.

BRIDGEPOINTE DEVELOPMENT COMPANY

BY: Robert F. Danneberg, President

Attest:

BY: Reed P. Byers, Secretary

MISSOURI CORPORATION ACKNOWLEDGEMENT

State of Missouri County of Clay) ss. On this ____ day of _____, 1986, before me, appeared Robert F. Danneberg, to me personally known, who being by me duly sworn, did say that he is the President of Bridgepointe Development Company, a 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 Robert F. Danneberg, 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 Kansas City, Missouri, the day and year last above written.

My commission expires

Notary Public within and for said County and State

AMENDMENT TO BRIDGEPOINTE HOMES ASSOCIATION DECLARATION OF COVENANTS AND RESTRICTIONS

This Amendment made on the 8th day of September 1993, to the Bridgepointe Homes Association Declaration of Covenants and Restrictions, which were accorded on the 14th day of November 1986 by the Bridgepointe Development Company, a Missouri Corporation.

Provided by Bridgepointe Homes Association and KCBridgepointe.com

WHEREAS, the Bridgepointe Development company filed of record a Declaration of Covenants and Restrictions on November 14, 1986, in Book No. 1720, Page No. 529, as instrument F-54386, and

WHEREAS, a Homes Association Declaration was filed on November 14, 1986 in Book No. 1720, Page No. 536, as instrument F-54387, and an amendment to the Homes Association Declaration was filed June 5, 1987, in Book No. 1772, Page No. 194, as instrument F-76060, and

WHEREAS, more than two-thirds of the property owners subject to the Homes Association Declaration have signed an instrument to amend the covenants and restrictions of the homes Associations as they pertain to basketball goals, true copies of said instrument being attached hereto and made a part hereof as though more fully and completely set forth and marked as Exhibit "A", and

WHEREAS, Exhibit "A" declares an amendment which effects Section Twenty-Five of the Declaration of Covenants and Restrictions recorded on November 14, 1986 in Book No. 1720, Page No. 529, as instrument F-54386,

NOW, THEREFORE, the Bridgepointe Homes Association does hereby make and declare its amendment of Section Twenty-Five of the Declaration of Covenants and Restrictions so that said Section Twenty-Five shall now read:

NO BASKETBALL GOALS WILL BE ATTACHED TO THE FRONT OF ANY HOME. ANY BASKETBALLGOALS ERECTED WILL BE COMMERCIALY PRODUCED. NO PLAY ON ANY GOAL WILL BE ALLOWED PRIOR TO 8:00 A.M. OR AFTER 9:00 P.M. ON WEEKDAYS, 10:00 P.M. ON WEEKENDS.

It is declared that this amendment will have the same effect as if it had been a part of the original Homes Association Declaration of Covenants and Restrictions and is deemed a covenant and restriction upon all of those properties now subject to the Bridgepointe Development Company/ Bridgepointe Homes Association Declaration of Covenants and Restrictions filed of record on November 14, 1986. It is further declared that this amendment is binding on the owners of said properties, their assigns, and all parties claiming under them.

IN WITNESS WHEREOF, the Bridgepointe Homes Association has caused this instrument to be signed and sealed this 8th day of September 1993.

Bridgepointe Homes Association

BY: David L. Mecklenburg, President

Attest:

By: April Norwood, Secretary

**AMENDMENT TO RIDGEPOINTE HOMES ASSOCIATION
DECLARATION OF COVENANTS AND RESTRICTIONS**

This Amendment is made on the 20th day of April 2000 to the Bridgepointe Homes Association Declaration of Covenants and Restrictions originally dated the 14th day of November 1986.

WHEREAS, the Bridgepointe Development Company as owner of **All of the Lots of Bridgepointe First Plat, a subdivision of land in Kansas City, Clay County Missouri,**

according to the recorded Plat thereof, filed a Homes Association Declaration on November 14, 1986 in Book No. 1720, Page No. 536, as instrument F-54387, and a Declaration of Covenants and Restrictions on November 14, 1986, in Book No. 1720, Page No. 529, as instrument F-54386, and

WHEREAS, an amendment to those Declaration was filed June 5, 1987, in Book No. 1772, Page No. 194, as instrument F-76060, and a further amendment to the Declaration of Covenants and Restrictions was filed September 13, 1993, in Book No. 2267, Page No. 942, as instrument L-87338, and

WHEREAS, more than two-thirds of the property owners subject to the Homes Association Declaration have signed an instrument to amend the covenants and restrictions of the Homes Association pertaining to Roofs, true copies of said instruments being attached hereto and made a part hereof as though more fully and completely set forth and market as exhibit "A", and

WHEREAS, Exhibit "A" declares an amendment which effects Section Twenty-Seven (27) of the Declaration of Covenants and Restrictions recorded on November 14, 1986 in Book No. 1720, Page No. 529, as instrument F-54386,

NOW, THEREFORE, the Bridgepointe Homes Association hereby makes and declares its amendment of Section Twenty-Seven (27) of the Declaration of Covenants and Restrictions so that said Section shall now read.

ROOFING: ALL ROOF SHINGLES SHALL BE WOOD, OR WHEN COMPOSITE SHALL HAVE THE APPEARANCE OF CEDAR SHAKE TYPE WOOD SHINGLES. COMPOSITE SHINGLES SHALL BE OF A MANUFACTURER'S QUALITY RATING OF CLASS A (1) WITH 40 YEAR WARRANTY OR BETTER. TWO EXAMPLES OF ACCEPTABLE COMPOSITE ROOF MATERIAL ARE THE TIMBERLINE BRAND "ULTRA" AND CELOTEX BRAND "PRESIDENTIAL" SERIES MATERIALS. OTHER MANUFACTURER' EQUIVALENT ROOFING WILL BE SUBJECT TO BRIDGEPOINTE HOMES ASSOCIATION REVIEW.

It is declared that this amendment will have the same effect as if it had been a part of the original Homes Association Declaration of Covenants and Restrictions and is deemed a covenant and restriction upon all of those properties now subject to the Bridgepointe Development Company/Bridgepointe homes Association Declaration of Covenants and Restrictions filed of record on November 14, 1986. It is further declared that this amendment is binding on the owners of said properties, their assigns, and all parties claiming under them.

IN WITNESS WHEREOF, the Bridgepointe Homes Association has caused this instrument to be signed and sealed this 20th day of April 2000.

Bridgepointe Homes Association
By: Larry Hanson, President

Attest:
BY: Valorie Millican, Secretary

AMENDMENT TO RIDGEPOINTE HOMES ASSOCIATION
DECLARATION OF COVENANTS AND RESTRICTIONS

This Amendment is made on the 22nd day of February 2001, to the Bridgepointe Homes Association Declaration originally dated the 10th day of July 1986.

WHEREAS, the Bridgepointe Development Company as owner of **All of the Lots of Bridgepointe First Plat, a subdivision of land in Kansas City, Clay County Missouri,**

according to the recorded Plat thereof, filed a Homes Association Declaration on November 14, 1986 in Book No. 1720, Page No. 536, as instrument F-54387, and a Declaration of Covenants and Restrictions on November 14, 1986, in Book No. 1720, Page No. 529, as instrument F-54386, and

WHEREAS, an amendment to those Declarations was filed on June 5, 1987, in book No. 1772, Page No. 194, as instrument F-76060, and a further amendment to the Declaration of Covenants and Restrictions was filed September 13, 1993, in Book No. 2267, Page No. 942, as instrument L-87338, and a further amendment to the Declaration of Covenants and Restrictions was filed April 26, 2000, in Book 3142, Page No. 153, as instrument P96760, and

WHEREAS, more than two-thirds of the property owners subject to the Homes Association Declaration have signed an instrument to amend the covenants and restrictions of the Homes Association pertaining to Enforcement of Liens on Real Estate, true copies of said instruments being attached hereto and made a part hereof as though more fully and completely set forth and market as exhibit "A", and

WHEREAS, Exhibit "A" declares an amendment which effects Section Five (5) of the Homes Association Declaration recorded on November 14, 1986 in Book No. 1720, Page No. 536, as instrument F-54387.

NOW, THEREFORE, the Bridgepointe Homes Association hereby makes and declares its amendment of Section Five (5) of the Homes Association Declaration so that said Section shall now read:

SECTION 5. LIEN ON REAL ESTATE.

- (1) The assessment 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 and subordinate to the lien of any valid mortgage now existing or which may hereafter be placed on said real estate securing the payment of a loan. In the event of the failure of any owner to pay the assessment on or before the first day of February following the making of such assessment, then such assessment shall bear interest at the rate of one percent per month from the first day of January, but if the assessment is paid before February 1st, or within thirty days from the date of the assessment, if the assessment is made subsequent to December 1st for the calendar year beginning January 1, then on interest shall be charged.**
- (2) On or after February 1st of each year, or thirty days from the date of levying the assessment for the calendar year during which and for which the assessment is levied, the assessment shall become delinquent and payment of principal, interest, recording fees and attorneys fees 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 notice of Lien For Homes Association Assessments, or other such Certificates of nonpayment of assessments in the Office of the Recorder of Deeds whenever any such assessments are delinquent. For each Notice or other such Certificate so filed, the Association shall be entitled to collect from the owner or owners of the property described therein the actual costs of recording the Notice or other such Certificate of nonpayment together with the attorneys fees incurred. Attorney's fees in any case, shall not be less then the amount of the delinquent annual assessment. Recording costs and attorneys fees are declared to be a lien upon the real estate so described in said Notice or other Certificate of nonpayment,**

provided that such lien upon the real estate shall be inferior and subordinate to the lien of any valid mortgage now existing or which may hereafter be placed on said real estate securing the payment of a loan. Such recording costs and attorneys fees shall be collectible in the same manner as the original assessments provided for herein and in addition to the interest and principal due thereon.

- (3) Such liens shall continue for a period of five 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. In an action instituted for the enforcement of the lien or collection of the assessment, interest, recording costs, and attorney's fee, the Association shall be entitled to recover its suit costs and attorneys fees incurred in the prosecution of such action for collection.

It is declared that this amendment will have the same effect as if it had been a part of the original Homes Association Declaration of Covenants and Restrictions and is deemed a covenant and restriction upon all of those properties now subject to the Bridgepointe Development Company/Bridgepointe homes Association Declaration of Covenants and Restrictions filed of record on November 14, 1986. It is further declared that this amendment is binding on the owners of said properties, their assigns, and all parties claiming under them.

IN WITNESS WHEREOF, the Bridgepointe Homes Association has caused this instrument to be signed and sealed this 22nd day of February 2001.

BRIDGEPOINTE HOMES ASSOCIATION

BY: Larry Hanson, President

Attest:

By: Valorie Millican, Secretary

NOTE: ALL ORIGINAL DOCUMENTS CAN BE VIEWED BY CONTACTING THE PRESIDENT OF THE BRIDGEPOINTE HOMES ASSOCIATION.

DOCUMENT RE-TYPED JANUARY 14, 2001