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Callaway County, State of Missouri
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Kenneth Dillon

Ken Dillon, Recorder
of Deeds

Deputy

(Space Above This Line For Recording Data)

Title(s) of Document: *DECLARATION OF RESTRICTIONS FOR
NORTHSTAR SUBDIVISION*

Date of Document: *27th Day of February, 2006*

Grantor(s): *North Star Development Co., L.L.C.*

Grantor's Address: *6524 Route B
Jefferson City, MO. 65101*

Grantee(s):

Grantee's Address:

Full Legal Description is located on page:

Reference Book(s) and Page(s), if required:

*Plat Book P9, Page 171
Plat Book P9, Page 188*

DECLARATION OF RESTRICTIONS FOR NORTHSTAR SUBDIVISION

THIS DECLARATION, made this 27th day of February, 2006, is by North Star Development Co., L.L.C., a Missouri Limited Liability Company, (who is hereafter referred to as the "Developer") the owner and developer of Northstar Subdivision.

WITNESSETH:

The Developer declares that all of the real estate now contained within the Plats of Section 5, Northstar Subdivision, recorded at Plat Book 79, Page 171, and Section 6, Northstar Subdivision, recorded at Plat Book 79, Page 188, Office of Recorder of Callaway County, Missouri, and any improvements now or hereafter located thereon, shall be subject to the following restrictions, which shall be considered as covenants running with the land, whether or not the same are mentioned in subsequent conveyances, and shall be binding upon the Developer and all of its successors in title.

1. Definitions: Certain words and terms used herein are defined as follows:
 - A. "Subdivision" means all of that real estate platted as Northstar Subdivision and any real estate hereafter made subject to this Declaration.
 - B. "Plat" means that Plat of Northstar Subdivision hereinabove described, and also the Plat of any areas subsequently made subject to this Declaration.
 - C. "Lot" means those Lots shown by the Plat.
 - D. "One-family dwelling" shall mean a detached building designed for occupancy by one family, and used solely as a dwelling for one family, and for no other used or purposes. "Family" shall be as defined in the zoning ordinances of the City of Holts Summit, Missouri.
 - E. "Lot Owner" means the person or persons whose estates or interests, individually or collectively, aggregate fee simple ownership of a Lot.
2. No Further Subdivision. The Developer reserves the right to divide lots and sell partial lots. After the Developer has conveyed a lot to a purchaser, the lot shall not be further subdivided without the prior, written approval of the Developer.

3. Use Restrictions:

- A. One-Family Dwelling Purposes. All of the Lots shall be occupied by only one, one-family dwelling, and shall be used only for one-family dwelling purposes.
- B. Noxious or Offensive Activities. No illegal, noxious, or offensive activities shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance to the neighborhood.
- C. Temporary Structures of Outbuildings. One (1) only free standing garage or storage building may be located on a lot in addition to the dwelling place as long as it is located to the rear of the dwelling and relates architecturally to the residence on the lot. This paragraph shall not restrict the use of temporary structures during normal construction or development activities.
- D. Signs. No signs of any kind shall be displayed to the public view except the following:
- a. Signs used by the Developer to advertise the Lots for sale or to identify the financing or the construction agents during the construction and sales period.
 - b. Signs placed on a Lot, with the consent of its owners, being no larger than six square feet in size and no higher than four feet above ground level, advertising the property for sale.
- E. Livestock, Poultry and Pets. No animals, livestock, poultry, or pets of any kind shall be raised, bred or kept upon any Lots, except that dogs, cats and other household pets may be kept if (1) they are owned by a resident of the one-family dwelling located on the Lot, (2) they are not kept for commercial purposes, (3) they are kept within the Lot of the Lot Owner keeping same, and (4) they are, at all times, under the Lot Owner's control. ~~No pets shall be allowed to run loose, within the~~ Subdivision other than on the Lot in which kept (and then they must remain under the Lot Owners' control). While on any other portion of the Subdivision, pets shall be kept upon a leash. No pets shall be permitted to disturb others by excessive barking, noise or other activities. No pets shall be permitted to create a nuisance or to otherwise interfere with the peaceful enjoyment by others of their Lots.

All dog pens must be of wood fence or chain link fence with metal matching posts and concrete floors and may not be larger than 120

square feet. Such pens cannot be within 25 feet of the side yard or rear yard of any adjoining lot. No pen may be located in the front yard.

F. Trash, Storage, Disposal. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. All trash, rubbish, garbage and other waste or materials being disposed of must be contained in one or more containers, which containers shall be enclosed, fly-tight, rodent-proof, non-flammable and waterproof. Such containers are to be stored in concealed locations except that they may be placed in open locations on garbage collection days to permit removal.

G. Outdoor Storage. The outdoor storage of materials, equipment or other items on any outside portion of any Lot, for a continuous period exceeding ten days is prohibited, (except where necessary during construction or development activities). Items such as patio and outdoor living equipment, children's bicycles and play equipment shall be exempt of this provision.

H. Open Fires. No open fires shall be permitted with the exception of outdoor grill type fires used for the preparation of food to be consumed on the premises.

I. Dwelling Minimums:

a. All dwellings shall have a minimum of Eleven Hundred (1,100) square feet of finished living space. This square foot minimum is exclusive of basements, garages, carports, porches, patios or other open areas.

b. No earth contact homes are permitted.

J. Building Locations. All building lines and setbacks shall be in accordance with the building codes adopted by the City of Holts Summit.

K. Mail Boxes. All mail boxes and posts shall be of the same style and color.

L. Driveways. All driveways shall be concrete or asphaltic concrete.

M. Roof Material. All roof material shall be a minimum medium weight architectural shingle. All roofs shall have a minimum 6/12 pitch.

- N. Personal Property. Personal property, including, but not limited to boats and trailers and disabled automobiles, shall not be placed or stored in the open or in unenclosed carports. No lot shall be used for the storage of construction materials or equipment except during actual construction or improvements on that lot.
- O. Prefabricated or Modular Homes. No prefabricated or modular homes will be allowed on any lot.
- P. Maintenance: Each individual Lot Owner shall maintain his, her or their Lot, and all improvements thereon in a clean, neat, safe, attractive, and well maintained condition, and in such a condition as provides an attractive appearance.

5. General Provisions:

- A. Enforcement. The Developer or any Lot Owner shall have the right to enforce any the provisions of this Declaration. Failure by the Developer or any Owner to promptly enforce any provisions contained shall not be deemed a waiver of the right to do so at any later time.
- B. Severability. Invalidation of any one of the provisions of this Declaration by judgment of a court shall in no way effect any other provision, and all such other provisions shall remain in full force and effect.
- C. Term and Amendment. The provisions of this Declaration shall continue for a term of twenty years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten years unless an instrument, signed by not less than sixty percent of the Lot Owners has been recorded, which instrument provides for amending or terminating this Declaration, in whole or in part. This Declaration may be amended by an instrument signed by Owners of not less than sixty percent of the Lots. All amendments to this Declaration shall be recorded in the Office of the Recorder of Callaway County, Missouri.
- D. Notices. Any notice required to be sent to any Lot Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as the Owner of such Lot on the Real Estate Records of Callaway County, Missouri.
- E. Language Variation. The use of pronouns or of singular or plural as used herein shall be deemed to be changed as necessary to conform to actual facts.

F. Titles and Captions. The titles and captions of the various provisions of this Declaration are not part of the covenants hereof, but are merely labels to assist in locating paragraphs and provisions herein.

IN WITNESS WHEREOF, the undersigned have executed this Declaration on the date and year first shown above written.

NORTH STAR DEVELOPMENT CO., L.L.C.

By *Kenneth P. Otke*
Kenneth P. Otke

STATE OF MISSOURI)
)ss.
COUNTY OF COLE)

On this 27th day of February, 2006, before Katie Schnieders, a Notary Public, personally appeared Kenneth P. Otke, known to be the person described in and who executed the foregoing instrument as the Agent of North Star Development Co., L.L.C. and acknowledged that he executed the same as the free act and deed of said Limited Liability Company.

Katie Schnieders
Notary Public

My Commission Expires: March 24, 2007

