

Summary of Restrictions and Protective Covenants

Brookridge Estates, Brookridge Manor and The Forests of Brookridge Estates

ARTICLE III

Use of Lot Properties

SECTION 1. Lots. No commercial business building(s) shall be erected or maintained on any property. Home occupations shall be permitted as accessory uses within the principal dwelling as long as it meets the conditions and requirements under the Protective Covenants Article 8 Section 8.130 of the City of Lee's Summit ordinances (as may be amended), which include but are not limited to:

1. The home occupation must be clearly incidental and secondary to the primary residential use of the dwelling.
2. It must not change the outside appearance of the dwelling.
3. Exterior signage is prohibited.
4. It **MUST NOT** generate traffic, parking, sewage or water use in excess of what is normal and customary in a residential area.
5. No outside storage of any kind of related to the business is permitted, including trailers and equipment.
6. The home occupation shall not utilize more than one private commercial vehicle limited to $\frac{3}{4}$ ton capacity.
7. Persons intending to operate a home occupation **MUST** notify a board member of the Brookridge Estates Homes Association of their intent prior to beginning operations.

SECTION 2. (a) Dwelling Size. No residential building or dwelling shall be erected, altered, placed, or permitted to remain on any lot or part of any lot or lots other than dwellings.

1. If a single level, shall have above ground a minimum of eighteen hundred (1,800) square feet of enclosed floor area.
2. If a dwelling with one and a fraction stories of above ground level shall be erected having not less than eleven hundred (1,100) square feet of enclosed floor area on the first level above ground, but in no event shall contain not less than two thousand (2,000) square feet of total enclosed floor area in both levels.
3. If a dwelling of two full storied above ground level shall be erected less than nine hundred (900) square feet on the first level above ground and a overall minimum of two thousand (2,000) square feet of enclosed floor area combined on the two levels above ground.

SECTION 2. (b) **Square Footage Restrictions.** The following restrictions and protective covenants shall apply specifically to Lots 85 through 138, the FORESTS OF BROOKRIDGE ESATES, to-wit:

1. If a dwelling constructed with one and one-half or two stories, there shall be a minimum of two thousand (2,000) total square feet.
2. If a dwelling is a two story dwelling then the first floor shall contain nine hundred (900) square feet minimum.
3. If a dwelling is a one and one-half story then the first floor shall contain eleven hundred (1,100) square feet minimum.
4. If the dwelling is of reverse construction (reverse construction is a one and one half story building with the one-half story being a walk-out basement) then there shall be two thousand (2,000) minimum square feet total and fifteen hundred (1,500) square feet shall be the minimum on the first floor.

SECTION 3. **Temporary Dwellings.** No trailer, basement, tent, shack, garage, or any outbuildings as set forth above shall, at any time, be used as a residence, either temporarily or permanently nor shall any residence of a temporary character be permitted.

SECTION 4. **Exteriors.** All exteriors, except roofs, shall be covered with paint, stain or preservatives. No building shall be permitted to stand with its exterior in an unfinished condition for longer than five (5) months after commencement of construction. In the event of a fire, windstorm, or other damage, no building shall be permitted to remain in such damaged condition longer than three (3) months.

SECTION 5. **Fuel Storage.** No Fuel storage tanks shall be erected above the surface of the ground.

SECTION 6. **Fencing.** No fencing shall be permitted on any lot if the same is of a type commonly known as chain link fence. Wooden or ornamental yard fence, or a yard type board fence shall be permitted subject to the approval of the ARCHITECTURAL CONTROL COMMITTEE.

No fencing shall extend nearer to the front street than the rear foundation line of the dwelling for which the fencing is constructed. On corner lots no fencing shall extend nearer the side street than the end of the foundation line of the building for which the fencing is constructed.

SECTION 7. **Trucks.** No truck or motor vehicle type truck exceeding a $\frac{3}{4}$ ton truck or other machinery shall remain parked outside of a residence garage overnight provided that a boat, motor home, trailer, detached camper body, house trailer, or camper trailer of any type may be parked on any lot or tract for a period not to exceed 72 hours during any seven (7) consecutive days. No lot owner, tenant, licensee, nor invitee of any lot owner shall park nor permit the parking of any motor vehicle overnight on any street in the subdivision.

SECTION 8. **Trash and Nuisances.** No trash, ashes, garbage, junk, junk cars, or other refuse or debris shall be thrown, dumped, or placed on any other lot, on the streets or the common properties nor be permitted to accumulate or remain on any lot. There shall be no

outside trash barrels of any description and no burning of trash outside. No noxious or offensive activity shall be carried on, nor shall anything be done which may be or may become an annoyance or nuisance to the neighborhood.

SECTION 9. Above ground swimming pools are prohibited. Above ground swimming pools are prohibited. No permanent above ground swimming pool shall be erected, installed, constructed and/or maintained by an Owner on any Lot. Temporary pools, not larger than 3000 gallons, will be allowed between Memorial day and Labor day. Owner **MUST** comply with the City of Lee's Summit ordinances regarding safety and fencing. Small baby wading pools less than 150 gallons are exempt.

SECTION 10. Dwelling Frontage. Every dwelling erected on any lot shall front or present the more substantial frontage to the street on which said lot fronts. Dwellings on corner lots shall so far as is practicable, present a frontage to all abutting streets.

SECTION 11. Setback lines. No part of any dwelling shall be nearer to the front or rear lot lines or nearer to the side yard lot lines of the lot upon which said dwelling is erected, except in conformity with the plat which is filed herewith showing minimum setback lines and side yard lines.

SECTION 12. Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except dogs, cats or other household pets, not to exceed three in number, may be kept on such lot provided that they are not kept, bred or maintained for any commercial purpose. All pets shall be restricted to their owner's property by whatever method the owner deems necessary.

SECTION 13, Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat, or as reflected in the records of the Recorder of Deeds of Jackson County, Missouri. Within these easements, no structure, planting or other material shall be placed or permitted to remain which any 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 or tract and all improvements in it shall be maintained continuously by the owner of the lot or tract, except for those improvements for which a public authority or utility company is responsible.

SECTION 14. Sewers. All residences shall be connected to public sanitary sewer lines.

SECTION 15. Clothes Lines. No permanent or temporary clothes lines shall be permitted.

SECTION 16. Roofs. No residential dwelling shall have a flattop roof and the roof shall be covered with wood shingles or with a minimum thirty (30) year composition material roof with laminated hips and ridges. Metal valleys are required. THE COLOR OF THE ROOF SHALL BE THE SAME AS WEATHRERED WOOD OR EQUAL TO unless otherwise approved by the Architectural Review Board (ARB). All work must be of good quality workmanship. If a roof is replacing a previously approved ARB roof, or meets the ARB specifications, no ARB approval is needed.

SECTION 17. Miscellaneous. Owners of improved and unimproved lots shall keep weeds and grass mowed when such a lot is adjacent to any improved lots. Weeds and grass shall not exceed 8" inches in height. Each lot shall be kept cleared of dead shrubs and trees. No lot owner or tenant shall dump or permit the dumping of rubble, waste, refuse, debris, or garbage or similar materials within the land herein described.

SECTION 18. Garages and Basketball Goals. Each residence shall have an attached garage for not less than two (2) cars. The driveways or basement garage entry, subject to approval by Architectural Review Board, on each lot shall contain sufficient paved area for the off street parking of at least two (2) cars, and shall be paved with concrete or asphalt and shall extend to the curb line. All garages facing any street must be equipped with doors which shall be kept closed as much as practicable to preserve the appearance of the elevation of the house front on the street.

No basketball goals shall be affixed to the garage or house. Free standing goals may be erected in the residences driveways but must be stored away when not in use over a six (6) week period. They must be stored behind the front foundation line. Permanent goals may be erected with approval from the Architectural Review Board (ARB). The type of goal and its location must be presented in writing to the Architectural Review Board (ARB) prior to installation. All goals must be kept in good condition without rust, torn netting or cracked backboards, etc.

SECTION 19. Chimneys and Fireplaces. All fireplaces and chimneys of all dwellings shall be constructed of masonry materials unless prior written approval for the use of other materials is obtained from the Architectural Review Board (ARB) as provided in Article V.

SECTION 20. Maintenance of Property. Each owner shall keep lots owned by him/her and all improvements in good order and repair, and free of debris including but not limited to: seeding, watering and mowing of lawns, pruning and cutting of trees and shrubbery, and painting (or other appropriate external care) of all buildings and other improvements, all in a manner and such frequency as consistent with good property management.

In the event the Owner of any lot in the properties shall fail to maintain the premises and make improvements, the Board of Directors shall issue a warning giving thirty(30) days to correct the violation or allow the violation to be corrected in a timeframe agreed upon by the parties. If violation is not corrected in the agreed upon timeframe the Board of Directors have the right through its agents to enter upon the lot, correct or repair, maintain or restore the lot or issue a citation to the property owner.

Citations of fifty dollars (\$50.00) a week will be issued (following deadline outline in written notice). Assessment of citations will be capped at five hundred dollars (\$500.00) with exception of the following: Alternative energy sources and incorrect roofing material and/or color will be capped at a one-time citation of one thousand dollars (\$1,000). Unapproved color choices on building structures will result in a citation of fifty dollars (\$50.00) a week until violation is corrected.

Citations must be approved by ALL Board members before they are issued. Such citations as well as any additional costs and attorney fees expensed in collection of citations and/or incurred in correcting, repairing, maintaining, or restoring the lot, may become a lien against any lot owner by any violator.

Citations will be subject to ALL covenant rules and restrictions. This includes but is not limited to the following: overnight street parking, maintenance of all exterior structures including fencing and sheds, yard maintenance, pet restrictions, prohibitions of home based businesses, specified equipment and vehicles, trash, and outside storage of unauthorized boats, trailers, and vehicles on lots.

Property owners may appeal the warning and/or citation through written means to the Board of Directors. Property owners may also ask to have a hearing in which the Board of Directors shall render a written and final decision within five (5) days of the hearing. Failure to abide by sanctions may result in a civil action in any Court of competent jurisdiction, and the recovery costs, attorney fees from the non-complying member.

SECTION 21. Rental Properties. Homeowners are required to give written notice to the Association management if they decide to lease property to tenant or allow someone to reside in residence when homeowner is not the primary resident. Homeowner is required to give management current homeowner contact information.

It is the responsibility of the Homeowner to: provide a copy of written covenant rules and restrictions to tenants, continue to maintain property to standards specified in written covenants, and act as property manager by reporting any problems on behalf of tenants to the BEHA.

Homeowner will be contacted by the Association about tenant/visitor violations and will be required to remedy as written in our covenants rules and restrictions. Homeowner can be fined for tenant violations if not remedied in timeframe allotted by Section 20. Article III.

SECTION 22. Alternative Energy Sources. Alternative energy such as solar panels/wind turbines etc. shall be permitted as long as it meets conditions and requirements under the protective covenants and from the City of Lee's Summit ordinances. Solar powered panels, wind turbines, or any other energy improvements will require Architectural Review Board (ARB) and Board approval and will be reviewed on an individual basis. Placement of panels on roofs cannot detract from curb appeal or harm the curb appeal and or property value of neighbors.

SECTION 23. Maintenance of Natural Waterway. The following restrictions and protective covenants shall apply specifically to Lots 99, 100, 115, 116 and 127-131, the Forests of Brookridge Estates, to-wit:

On lots 99, 100, 115 and 116 the natural drainage waterway shall be maintained by the owners of these lots, all vegetation and erosion shall be maintained by the owners of said lots. Maintenance will be one in an acceptable fashion so as to keep the area as close to the natural state it was in at the time of purchase by the lot owner.

ARTICLE IV
Streets and Common Properties

SECTION 1. **Members Easement of Enjoyment.** Subject to the provisions of Section 4, every member shall have a right and easement of enjoyment in and to the streets and common properties, and such additions thereto as may be made, and such easement shall be appurtenant and all pass with the title to every Lot.

SECTION 2. **Title to Common Properties.** The developer may retain the title to the Common properties until such time as it has completed improvements thereon and until such time as, in the opinion of the Developer, the Association is able to maintain the same but, notwithstanding any provision herein, the Developer hereby covenants, for itself, its successors and assigns, that it shall convey the commons properties, subject to reservations and restrictions of record to the Association, the common properties at the time that a minimum of 80% of said lots are conveyed to third parties (including any adjacent tracts which become a part and subject to the restrictions herein).

SECTION 3. **Extent of Members Easements.** The rights and easements of enjoyment created hereby as to the streets and common properties shall be subject to the terms of the Brookridge Estates Homes Association Declaration.

ARTICLE V
Architectural Control

SECTION 1. **Conditions.** No building, fence, wall outbuilding (including but not limited to tree houses and pool houses) or other structure shall be commenced, erected or maintained upon the properties, nor shall exterior additions to or change or alteration therein be made including exterior color and siding, UNTIL written plans and specifications showing the nature, kind, shape, height, materials, and location in relation to surrounding structures and topography are provided to and approved by the Architectural Review Board (ARB). All work MUST be of good quality workmanship. NO prefabricated metal sheds are permitted.

SECTION 2. **The Architectural Review Board.** An Architectural Review Board consisting of three or more persons shall fulfill the functions of Brookridge Estates Homes Association as set forth in the Article V at such time as the class B membership shall cease to exist. Such board shall be appointed by the Board of Directors of the Association.

SECTION 3. **Purpose.** Brookridge Estates Homes Association, or the Architectural Review Board (ARB) as applicable, shall regulate the external design, appearance, use, location, and maintenance of the Property and of improvements thereon in such a manner so as to preserve and enhance values and to maintain a harmonious relationship among structures and the natural vegetation and topography.

SECTION 4. Procedures. All plans and specifications for construction of any family dwelling shall be submitted to Brookridge Estates Homes Association, for its approval and shall consist of the following:

- a. Blue prints of professional quality drawn to scale of not less than $\frac{1}{4}$ inch to the foot.
- b. Blueprints shall contain front elevation, rear elevation, side elevation floor plan for all floors and foundation plan.
- c. Specification shall include the major building materials of which the exterior will be furnished along with designation of outside colors.
- d. Plot plan prepared by a registered surveyor or which will provide location of house and driveways, location of easements, location of any proposed fences and the location of existing and proposed grades.

In event Brookridge Estates Homes Association fails to approve, modify or disapprove in writing an application within thirty (30) days after plans and specifications in writing have been submitted to it, in accordance with adopted procedures, approval will be deemed denied. The applicant may appeal an adverse Architectural Review Board decision to the Board of Directors, which may reverse or modify such decision by a two-thirds $\frac{2}{3}$ vote of the directors. No appeal may be taken from a decision of Brookridge Estates Homes Association.

ARTICLE VI

SECTION 1. Duration. The covenants and restrictions of the Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the association, or the owner of any land subject to the 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 one (1) year unless an instrument signed by the then owners of fifty (50%) of the lots has been recorded, agreeing to change said covenants and restrictions in whole or in part.

This is a summary of the Restrictions and Protective Covenants, for a complete copy of by-laws check our website @ www.brookridgeestates.com.