B280350

KNOW ALL MEN BY THESE PRESENTS: That N. W. Dible Company, a Missouri Corporation, being the owner of -

All of Lots 281 to 294, both inclusive, LEA MANOR, a subdivision in Jackson County, Missouri, according to the recorded plat thereof,

does hereby subject said property to the following Declarations, to-wit:

- 1. The property herein described shall be occupied and used for residence purposes only, and not otherwise, and only private dwelling houses designed for the residence of not more than one family each, with the necessary garages, shall be erected thereon.
- 2. The above restrictions shall not prevent the construction of detached garages on the rear of said tracts, but no part thereof shall be nearer the street than the rear line of the residence of said tract.
- 3. The floor area of the main structure of any residential building, exclusive of porches and garages, shall not be less than 1400 square feet.
- 4. No building or part thereof, exclusive of porches, porticoes, stoops, balconies, bay and other windows, eaves, chimneys and similar projections, shall be nearer the street line than the building set back lines shown on said plat.
- 5. No part of any residence shall be closer than ten feet to either side line of the tract on which it is situated.
- 6. No metal tanks for the storage of fuel may be erected or maintained above the surface of the ground.
- 7. Any hedge, fence or boundary wall shall be ornamental and not disfigure the neighborhood, and no part thereof shall be nearer the street on which the house fronts than the rear line of the house.
- 8. No 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.
- '9. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently.
- IO. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lots, except dogs, cats or other household pets, provided they are not kept, bred or maintained for any commercial purpose.

The above covenants and restrictions shall continue and be in full force until the 31st day of December, 1980, and shall automatically be continued thereafter for successive periods of 10 years each, provided, however, that the then owners of the fee simple title of a majority of the front feet of the lots herein described, may release the land or any part of it from any one or more of said restrictions, on December 31, 1980, or at the expiration of any ten year period thereafter, by executing and acknowledging an appropriate agreement in writing for such purpose, and filing the same in the office of the Recorder of Deeds of Jackson County, Missouri.

The above named parties, or any owner for the time being of any tract in said subdivision, shall have the right to obtain from any court of competent jurisdiction an injunction, mandatory or otherwise, to prevent a breach, or to enforce the keeping of any of said restrictions, and may bring any other proper legal action.

Invalidation of any one of these covenants by judgment or

court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

The property herein described shall be subject to Homes Agreement Declarations heretofore recorded in Book B4971, Page 233, and Book B4989, Page 242, and, on and after January 1, 1959, shall be subject to assessments levied by Lea Manor Homes Association, a non-profit Missouri Corporation, for the purpose of operating and maintaining the sewer system and disposal plant serving said lots, and for the general purposes of the tracts platted and known as Lea Manor.

The provisions of this Declaration shall be deemed to be covenants running with the land, and shall be binding upon the above named N. W. Dible Company, and all persons claiming by, through or under it.

IN WITNESS WHEREOF, the said N. W. Dible Company has caused these presents to be signed by its President, attested by its Secretary, and its corporate seal hereto affixed this llth day of September , 1958.

ATTEST: Secretary

N. W. DIBLE COMPANY

By President

STATE OF MISSOURI)

COUNTY OF JACKSON)

On this <u>lith</u> day of September, 1958, before me, appeared N. W. Dible, to me personally known, who being by me duly sworn, did say that he is the President of N. W. Dible Company, a corporation, and that the seal affixed to the foregoing instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said N. W. Dible 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.

Notary Public within and for said County and State

comission Expires:

FILED FOR RECORD AND DULY PRICEDED IN MY OFFICE ON THIS / DAY OF MATTER A.T. 1958, AT / O' WORK 1/2 (MING. AL M. M. MATTER A.T. 1958, AT / O' WORK 1/2 (MING. AL M. M. PAPILLY.

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