

**DECLARATION OF RESTRICTIONS,
COVENANTS AND CONDITIONS OF**

HICKORY HILLS

All of lots 106 through 125, and lots 204 through 237, known as HICKORY HILLS PHASE 5, Pleasant Hill, Cass County, State of Missouri.

WHEREAS, SED Land Company LLC, is the owner of real property duly platted and described as follows, to-wit:

Lots 106 through 125, and lots 204 through 237, Hickory Hills, phase 5, a subdivision in Pleasant Hill, Cass County, Missouri.

WHEREAS, SED Land Company LLC, for its own benefit and for the benefit of future grantees of the above described real property is desirous of securing orderly and uniform improvements of said property;

NOW THEREFORE, SED Land Company LLC, hereby declares and makes the following declarations as to limitations, restrictions and uses to which the above described real property may be put, hereby specifying that said declarations shall constitute covenants to run with the land, as provided by law, and shall be binding upon all parties and all persons claiming under said SED Land Company LLC, for the benefit of and limitations upon all future owners of said lots or tracts, this Declaration of Restrictions being designed for the purpose of keeping said addition desirable, uniform and suitable in design and use of herein specified.

1. No more that one single family dwelling may be built on any one lot and no dwelling shall be permitted on any lot except those which have a living area of the main structure exclusive of attached garages of not less than:

Sixteen Hundred square feet (1600 sq. ft.) of living area in the case of a Ranch style structure.

Sixteen Hundred square feet (1600 sq. ft.) of main level living area in the case of a Raised Ranch or Bi-level style structure.

Sixteen Hundred square feet (1600 sq. ft.) total of living area in the case of a One and a half story structure with One Thousand One Hundred Fifty square feet (1150 sq. ft.) minimum living area on the first floor.

Sixteen Hundred square feet (1600 sq. ft.) total of living area in the case of a Two Story structure with Eight Hundred Fifty square feet (850 sq. ft.) minimum living area on the first floor.

2. Exterior walls of all buildings, structures, and appurtenances shall be of brick, stone, wood shingle, wood siding, wood paneling, plate glass, stucco or a combination thereof. Homes will be faced on all sides with a quality finish.
3. No building shall be erected, altered, placed, or permitted to remain on any lot other than one single family dwelling not to exceed 2 ½ stories in height and a private garage for not more than three (3) automobiles which said garage shall be attached to the single family dwelling.
4. No trailer, basement, tent, shack, garage, barn, or other out building shall at any time be used for a residence, temporarily or permanently, nor shall any residence of temporary character be permitted on the premises. No such outbuilding shall at any time be permitted except a garage which otherwise complies with the terms hereof.
5. No structure shall be moved onto said premises from another location and no dwelling shall be occupied until fully completed and such dwelling must be fully completed within Nine (9) months after the first earth excavation is started.
6. Outbuildings are permitted. The design and appearance must be compatible with that of the residence. The maximum square footage shall be Twelve hundred square feet (1200 sq. ft.) with sidewalls not to exceed Ten ft. (10) in height. Plans must be approved by SED Land Company LLC.
7. No building shall be located any nearer to the front line or nearer to a side street than the minimum building set back line shown on the recorded plat. In any event, no building shall be located on any lot nearer than Thirty (30) feet to the front lot line or nearer than Thirty (30) feet to any side street line, or nearer than Seven and one half (7 ½) feet to any side lot line on lots not bounded by side streets, or nearer than Thirty (30) feet to any rear lot line.
8. All driveways shall be of poured concrete and shall extend to the curb line or the street upon which the premises fronts, or the property line on the side street.
9. All plans and specifications for the construction of any dwelling, including all exterior appearances, must submitted to SED Land Company LLC, for its approval so long as said company shall own any lot subject to this declaration.
10. Construction must begin within Two (2) years of lot purchase. Any exceptions will be the decision of the developer, SED Land Company LLC
11. Fences are permitted on lots provided that no fence shall be placed closer to the front property line than the back building line of the residence. The maximum height of any fence shall be Five (5) feet tall.

12. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot except dogs, cats, or other household pets, provided that they are not kept for breeding or maintained for any commercial purposes. No more than Four (4) domestic pets shall be kept in any home. Dog pens are permitted provided that they are constructed with chain link fence and a concrete floor. Pens may not be located closer to the front than the back building line of the residence and must be Twenty-five (25) feet from the rear or side property line. At no time shall pets be allowed to roam freely through-out the area.

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

14. No industry, business, trade, occupation, or profession of any kind, commercial, religious, educational, or otherwise, shall be conducted, maintained, or permitted on any part of the properties provided. However, that this provision shall not be construed to prevent the use of any home for a home office or studio so long as such use shall not interfere with the quiet enjoyment or comfort of any other owner or occupant.

15. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than One (1) square foot or one sign of not more than Five (5) square feet advertising the property for sale or rent. Signs used by a builder during the construction and sales period of the residence are permitted.

16. No automotive repair or rebuilding or any other form of automotive manufacturing, whether for hire or otherwise, shall occur on the properties.

17. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, plantings, or other materials shall be placed or permitted to remain which may damage or interfere with the purpose or intent of the easement, including, but not limited to, interfering with the direction of flow of drainage channels in the easements, or obstructing or retarding 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 for maintaining.

18. 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 disposal shall be installed or permitted to remain on any lot.

19. The developers, SED Land Company LLC, may maintain a small real estate office from which to sell lots and homes in the development until all lots subject to this declaration have been sold.

20. No trash, ashes, or other refuse shall be thrown or dumped upon any undeveloped portions of any properties under this declaration.

21. The developer, SED Land Company LLC, has the right to establish a Home Owners Association for such purposes determined by developer to be appropriate, including, but not limited to, operating and maintaining common facilities within the residential subdivision.

22. In the event the developer, SED Land Company LLC, establishes a Home Owner Association, the developer shall have control of the Home Owners Association until Seventy-five percent (75%) of the lots subject to this declaration have been sold at which time the developer shall turn the ownership and control of said association over to the individual owners of the residential lots.

23. The developer, SED Land Company LLC, and, if established, the Home Owners Association, shall have the power to assess various charges to facilitate the maintenance of said common areas including the storm sewer retention basin and said assessment shall originally be not more than Fifty Dollars (\$50.00) per year per lot. Such assessment may be adjusted annually.

24. These covenants are to run with the land and shall be binding to all parties and all persons claiming under them for a period of Thirty (30) years from the date of recording these covenants. These covenants shall be automatically extended for successive periods of Ten (10) years unless an instrument signed by a majority of the owners of the lots has been recorded agreeing to change said covenants in whole or in part at least Twelve (12) months preceding the expiration of the period then in effect. Such instrument shall be effective upon the expiration of the period then in effect.

25. Enforcement shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any covenant with the right to enforce compliance with the terms hereof and to recover damages. The developer, SED Land Company LLC, so long as it owns any lot subject to this declaration, any Home Owners Association formed pursuant hereto and the owner of any lot subject to this declaration shall have the right to enforce these declarations.

26. The developer, SED Land Company LLC, reserves the right to add additional property to the property described herein which shall thereafter be part of the property and shall be added by an amendment to this declaration.

27. So long as the developer, SED Land Company LLC, owns any lot subject to this declaration, it shall have the right to amend this declaration

28. Invalidation of any one of these covenants by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

29. These restrictions hereby encompass by reference as if fully stated the license laws of the City of Pleasant Hill, Missouri, as they now exist and may be from time to time amended.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 29th day of July, 2005, for purposes of adopting and recording these Declarations of Covenants, Conditions, and Restrictions of Hickory Hills, Phase 5, in the office of the Recorder of Deeds of Cass County, Missouri, at Harrisonville, for the purpose of the same being filed by the owner of record.

SED LAND COMPANY LLC
Declarant

By Jeffery S. Rockwell
Jeffery S. Rockwell

Edgar F. Rockwell
Edgar F. Rockwell

Deborah S. Briscoe
Deborah S. Briscoe

State of Missouri ()
County of Johnson ()
~~Cass~~

On this 29th day of July, 2005, before me, the undersigned, a Notary Public, in and for said state, personally appeared Jeffery S. Rockwell, Edgar F. Rockwell, and Deborah S. Briscoe, of SED Land Company LLC, known to me to be the persons who executed the within Declarations of Covenants, Conditions, and Restrictions of Hickory Hills, Phase 5, in behalf of said company and acknowledged to me that they executed the same for the purpose therein stated.

Loni DePerkins
Notary Public

My commission expires:

LONI DEPERKINS
Notary Public - State of Missouri
County of Johnson
Commission Expires Aug. 18, 2007