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INSTRUMENT NUMBER:
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TITLE OF DOCUMENT: Covenants and Restrictions

DATE OF DOCUMENT: June 11, 2017

GRANTOR (S): Hidden Pointe Homeowners Association

GRANTEE (S): To the Public

GRANTEE (S) MAILING ADDRESS: Hidden Pointe Homeowners
Association, PO Box 417, Blue Springs, MO 64013

LEGAL DESCRIPTION: Hidden Pointe Subdivision Plats 1 through
10, in Blue Springs, Jackson County, Missouri.

REFERENCE BOOK AND PAGE:

(If there is not sufficient space on this page for the information required,
state the page reference where it is contained within the document.)

Accomo # BSJ7168

STEWART TITLE
700 NE. Rd Mize Road
Suite 100
Blue Springs, MO 64014

Covenants and Restrictions for Plats 1 through 10
Hidden Pointe Homeowners Association
June 11, 2017

Section I - Use of Land

All plats within the Hidden Pointe Subdivision or any portion thereof, may be improved, used or occupied for single family private residence purpose only except those lots designated as HOA common lots. No lot or residence may be improved, used or occupied for purposes other than as provided by applicable zoning laws and restrictions filed of record in relation thereof.

All improvements shall be single-family residence, and no residence shall be of more than two (2) stories, except that split-level construction shall be permitted unless otherwise approved by the HOA or designated as common use property.

No dwellings or residence shall be located nearer to the front or side lines as indicated by the building set-back lines shown on the recorded plat as filed at the Recorder of Deeds at Independence, Missouri by more than three (3) feet.

No trailer, basement, tent, shack, garage, barn or other out buildings shall at any time be used as a residence, temporarily or permanently, nor shall any residence of temporary character be permitted.

No structure shall be moved onto said premises from another location and no dwelling or residence shall be occupied until fully completed and such dwelling or residence must be fully completed within twelve (12) months after the first earth excavation is started, unless approved by the HOA.

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, further provided that not more than two (2) dogs or two (2) cats or two (2) other household pets shall be kept on any residence lot. All dogs when outside of the housing unit, without the owners shall be kept in a fenced in yard, except when being walked. All dogs being walked by their owners shall be on a leash at all times within the subdivision.

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

Section II – Approval of Plans and Specifications of Improvements Permitted.

No building shall be erected, placed, altered and/or painted on any lot until the building plans, specification and plot plans showing the location of the improvements or alterations have been approved in writing as to conformity and harmony of external design and color with existing structures, and as to location with respect to topography and finished ground level, by the HOA and a complete set of plans and specifications are provided to the HOA.

No fencing shall be permitted on any lot unless it is a wood fence or other approved decoration fencing, and approval for all fencing must be obtained in the manner and method set out in the foregoing paragraph. No fencing shall be permitted nearer to the front street line than the rear lines of the residence improvements, except that decorative railings along the walkways may be authorized upon submission of the plans for approval with plans and specifications to the HOA. Residences with existing chain link fence must be kept in good repair, if they are to be replaced it must be with HOA approved fencing.

All improvements shall be connected with the sanitary sewer system which is now, or shall be constructed to serve the lots. No other sanitary provision, septic tank or other device for sewage disposal shall be installed or permitted to remain on any lot.

No residence shall be erected having a ground floor square feet area of less than 1400 square feet with basement garage, or attached double car garage, unless approved by the HOA. In the event of room additions to existing structures square foot minimums must be met. In the event of loss of the physical home to fire or other disaster, the original square foot may be maintained.

No residence shall have less than two (2) garages or more than three (3) garages, which may be attached or basement garages. All driveways shall be poured concrete, and shall extend to the curbside of the street upon which the premises front, unless approved by the HOA.

All outside walls shall be wood siding, wood shingles, stone, brick, brick veneer, stucco or masonite. All houses shall have some brick or stone on the front of the structure. All windows will be white in color. All roofs shall be composition shingles of grey, black or brown colors. Any revisions in the above must be approved by the HOA in writing. A copy of the revisions approved will be kept on file with the HOA

Easements for the installation and maintenance of landscape plantings, visual screening, berms and the like are and will be dedicated, created, granted and reserved by the HOA as more particularly set forth on the recorded plat(s) of the Property (therein and herein referred to as "Landscape Easements" or "L.E." dedicated across the rear portion of each lot abutting R.D. Mize Road. Any landscaping now or thereafter installed within any such L.E. shall be maintained, replaced, and cared for as Common Area facilities.

Section III – Signs, Billboards and Miscellaneous provisions

The construction or placing of signs, billboards or advertising structures of any kind is prohibited, except that one sign advertising the rental or sale of property is permitted, provided it does not exceed five (5) square feet in size. Signs for Garage sales shall not exceed the limits set above and will not remain on the property past the date on the sign. Signs shall not be posted on common areas without permission of the HOA. Signs and Posters shall not be placed in violation of City of Blue Springs ordinances.

No tanks for storage of oil or other fluids may be maintained on any portion of the premise above the surface of the ground, except by a licensed builder during construction, and approved by the HOA. No above ground swimming pools will be allowed.

There shall be no trash or garbage containers of any kind left out on the lot more than 24 hours. Trash containers must be indoors or out of sight except on trash pick-up day. No trash, ashes or other refuse shall be thrown or dumped upon any undeveloped portion of the subdivision.

The street, driveway or yard of any house shall not be used for any regular parking of any vehicle except automobiles, one-half and three-quarter ton pickup trucks and motorcycles. No vehicles shall be left outside over ten (10) days, in inoperable condition, unless approved by the HOA.

From Memorial Day to Labor Day recreational vehicles may be parked in the driveway of any residence for a period not to exceed 10 consecutive days. No persons shall be able to live or stay in said vehicles while parked at the residence. Boats, personal water craft shall not be operated or turned on while in the subdivision. All mechanical work must take place inside the residence garage or outside of the subdivision.

There shall be no permanent outside clothes lines, or any exterior detached TV, Radio antennas of any kind unless approved by the HOA. One Satellite dish, one meter (39.6 inches) in diameter or smaller may be installed and maintained on residential lots as long as the location, screening, and manner of the mounting is as inconspicuous as possible and blends into the background of the surroundings and is approved by the HOA. Solar panels attached to the roof or in the back of the property in such a way as to not interfere with the view will be allowed. A set of plans and specifications should be on file with and approved by the HOA board

Section IV – Duration and Enforcement

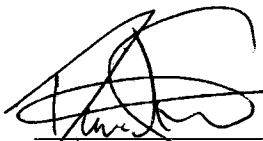
These restrictions and covenants are to run with the land and shall be binding on all persons claiming under them until June 11, 2022 at which time said covenants shall be automatically extended for successive periods of five (5) years unless the owners of a majority of the lots in the Hidden Pointe Subdivision shall before expiration of said original terms or any extension thereof, by instrument executed, acknowledge, and recorded in the office of the Recorder of Deeds for Jackson County, Missouri, at Independence, changing or modifying the same in whole or in part.

Each of the restrictions and covenants herein set forth shall run with the land and bind the present owners, it successors and assigns, and all parties claiming by, through or under them shall be taken hold, agree and covenant with the owner of said tract, to conform to and observe said restrictions and covenants.

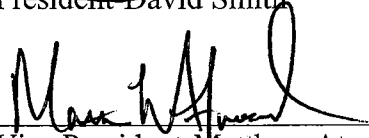
The owner or owners of any portion of the above lands shall have the right to sue for and obtain an injunction, prohibitive or mandatory, to prevent the breach of or to enforce the observance of the restrictions and covenants set forth, in addition to the ordinary legal action for damages, and the failure of the owners of said premises hereby restricted to enforce any of the restrictions and covenants shall not be a waiver of the rights to do so thereafter.

Invalidation of any one or more of the previsions, reservations, restrictions and covenants herein contained, and any amendments hereto by court order or judgment, shall in no way affect any of the other provisions, reservations, restrictions and covenants herein.

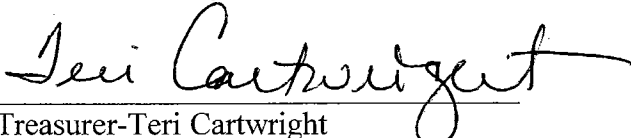
IN WITNESS WHEREOF, the board members of the Hidden Pointe Homeowners Association have executed the foregoing instrument this 11th day of June, 2017



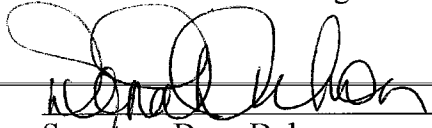
President-David Smith



Vice President-Matthew Atwood



Treasurer-Teri Cartwright



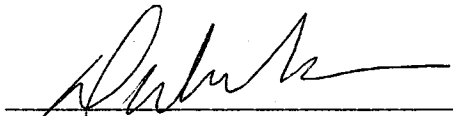
Secretary-Dena Duhon

See attached notary acknowledgement

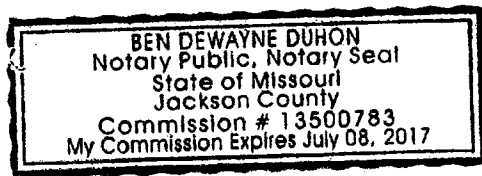
State of Missouri

County of Jackson

On this 11th day of June in the year 2017 before me, Ben DeWayne Duhon, a Notary Public in and for said state, personally appeared Matthew Atwood, Vice President; Teri Cartwright, Treasurer; Dena Duhon, Secretary of the Hidden Pointe Home Owners Association, known to me to be the persons who executed the within Covenants and Restrictions for Plats 1 through 10 on behalf of said association and acknowledged to me that they executed the same for the purposed therein stated.



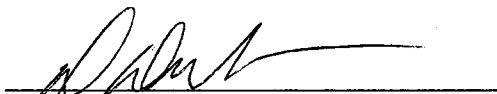
Notary Public: Ben DeWayne Duhon



State of Missouri

County of Jackson

On this 11th day of June in the year 2017 before me, Ben DeWayne Duhon, a Notary Public in and for said state, personally appeared David Smith, President of the Hidden Pointe Home Owners Association, known to me to be the person who executed the within Covenants and Restrictions for Plats 1 through 10 on behalf of said association and acknowledged to me that he executed the same for the purposed therein stated.



Notary Public: Ben DeWayne Duhon

