



Kansas City

414 E. 12th Street
Kansas City, MO 64106

Legislation Text

File #: 210683, Version: 1

ORDINANCE NO. 210683

Approving the plat of Barryrow, an addition in Platte County, Missouri, on approximately 15.24 acres generally located on the north side of N.W. Barry Road and the Barry Heights subdivision adjacent to the north, creating 25 lots and 4 tracts for the purpose of creating a 25 lot single family subdivision; accepting various easements; establishing grades on public ways; authorizing the Director of City Planning and Development to execute and/or accept certain agreements; and directing the City Clerk to record this ordinance and attached documents. (CLD-FnPlat-2021-00023)

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the plat of Barryrow, a subdivision in Platte County, Missouri, a true and correct copy of which is attached hereto and incorporated herein by reference, is hereby approved.

Section 2. That the plat granting and reserving unto Kansas City an easement and license or right to locate, construct, operate and maintain facilities including, but not limited to, water, gas, sewerage, telephone, cable TV, surface drainage, underground conduits, pad mounted transformers, service pedestals, any and all of them upon, over, under and along the strips of land outlined and designated on the plat by the words utility easement or U/E be and the same are hereby accepted and where other easements are outlined and designated on the plat for a particular purpose, be and the same are hereby accepted for the purpose as therein set out.

Section 3. That the grades of the streets and other public ways set out on the plat, herein accepted are hereby established at the top of curb, locating and defining the grade points which shall be connected by true planes or vertical curves between such adjacent grade points, the elevations of which are therein given, in feet above the City Directrix.

File #: 210683, Version: 1

Section 4. That the Director of City Planning and Development is hereby authorized to execute a Covenant to Maintain Storm Water Detention and BMP Facilities Agreement, to be in a form substantially as that attached hereto as Exhibit A and incorporated herein by reference.

Section 5. That the Director of City Planning and Development is hereby authorized to execute and/or accept any and all agreements necessary to clear the title of any right of way, utility easements or other public property dedicated on the plat.

Section 6. That the City Clerk is hereby directed to record copies of this ordinance, together with the documents described herein and all other relevant documents, when the Developer has met all of the requirements for the plat to be released for recording, in the Office of the Recorder of Deeds of Platte County, Missouri.

Section 7. That the Council finds that the City Plan Commission has duly recommended its approval of this plat on July 20, 2021.

Approved as to form and legality:

Eduard Alegre

Eduard Alegre
Assistant City Attorney



Authenticated as Passed

Quinn Lucas
Quinn Lucas, Mayor

Marilyn Sanders, City Clerk

AUG 19 2021

Date Passed

This is to certify that General Taxes for 2021, and all prior years, as well as special assessments for local improvements currently due if any, on property described have been paid.

City Treasurer, Kansas City, MO

By *Charles Good*

Dated, *September 6, 2021*

27
3/3

Recorded in Platte County, Missouri

Recording Date/Time: 09/08/2022 at 01:21:48 PM

Instr Number: 2022012446

Book: 1383 Page: 944

Type: DE ORD

Pages: 3

Fee: \$27.00 E



Grantor: KANSAS CITY

Grantee: BARRYROW



TW

Gloria Boyer,
Recorder of Deeds

PLATTE COUNTY MISSOURI CERTIFICATION RECORDER OF DEEDS

EXEMPT DOCUMENT

The Recorder of Deeds has added this page to your document per
compliance with State law under Exempt Status.
RSMo 59.310.4 (effective January 1, 2002)

Gloria Boyer
Recorder of Deeds
415 Third St., Suite 70
Platte City, MO 64079

This Page is Part Of The Document – Do Not Detach

**COVENANT TO MAINTAIN STORM WATER DETENTION AND BMP FACILITIES
PLAT OF BARRYROW**

THIS COVENANT made and entered into this 27 day of OCTOBER, 2021, by and between Kansas City, Missouri, a constitutionally chartered Municipal corporation (**City**), and of Barryrow LLC , a Limited Liability Corporation, (**Owner**).

WHEREAS, Owner has an interest in certain real estate generally located at the northwest corner of the intersection of NW Barry Road and N Marston Avenue in Kansas City, of Platte County, Missouri, (**Property**) more specifically described in Exhibit "A" attached hereto and incorporated herein by reference; and

WHEREAS, Owner intends to cause the Property to be platted as Plat of Barryrow, (**Plat**), in accordance with Chapter 88, Code of Ordinances of the City of Kansas City, Missouri; and

WHEREAS, Owner intends to subdivide the Property and create pursuant to the Plat Lots of 1 through 25 and Tract(s) of Tract A, Tract B, Tract C, and Tract D as shown on Exhibit "B" attached hereto.

WHEREAS, the improvement proposed by Owner on the Property warrant storm water management control and water quality Best Management Practice facilities (BMPs), collectively hereinafter referred to as (The Facilities); and

WHEREAS, The Facilities, located on Tract of Tract A within the Plat, require preservation and maintenance in order to ensure continuous and perpetual operation and effectiveness in controlling storm water runoff rates, volumes, and quality; and

WHEREAS, the City and Owner agree that it is in the public interest to detain storm water and provide BMP(s) to treat the stormwater for the benefit of the Property and surrounding areas; and

WHEREAS, these covenant provisions for proper operation, preservation, and maintenance of The Facilities are necessary to serve the development;

NOW, THEREFORE, Owner and City, for and in consideration of the benefits to themselves, their assigns and future grantees do hereby agree as follows:

Sec. 1. Owner at its sole cost shall:

- a. Be responsible for the perpetual preservation, maintenance, repair and replacement, if necessary of The Facilities located on of Tract A.
- b. Maintain the pipes, structures, BMPs, grounds, and appurtenances for the Facilities located on Tract A.
- c. Keep the pipes, structures, BMPs, and appurtenances open and free of silt and non-beneficial vegetation.
- d. Keep the pipes, structures, BMPs, and appurtenances in good working condition or replace same if necessary.

- e. Control the growth of the vegetation and grass areas, not identified as beneficial to the BMPs, on Tract A to the limits prescribed by the Kansas City Code of Ordinances.
- f. Maintain the grades within Tract A pursuant to the approved plan on file in the office of the Director of City Planning & Development and identified as File No 2021-067.
- g. Obtain all necessary improvement and repair permits prior to performing any work on The Facilities.

Sec. 2. City is granted the right, but is not obligated to enter upon Tract A in order to inspect, maintain, repair, and/or replace The Facilities including the pipes, structures, grounds, and appurtenances if Owner fails to maintain same. In the event that the City does provide maintenance for the facilities, then City may:

- a. Charge the costs for such maintenance, repair, or replacement against Owner, and/or the owner of Tract A, and/or the owners of Lots 1-25 served by the Facility on Tract A;
- b. Assess a lien on either the Tract A or on the Lots 1-25 or both served by the Facility on Tract A;
- c. Maintain suit against Owner, and/or the owner of Tract A and/or the owners of Lots 1-25 served by the Facility on Tract A for all cost incurred by the City for such maintenance.

Unless necessitated by a threat to life and/or safety, City shall notify Owner and/or the then-current owners of Tract A and Lots 1-25 not less than thirty (30) days before it begins maintenance of The Facilities.

Sec. 3. Owner and/or the owner of Tract A shall not use, nor attempt to use, in any manner which would interfere with the operation of The Facilities, in such manner as would interfere with the proper, safe, and continuous maintenance and use thereof, and, in particular, shall not build, thereon or thereover, any structure which may interfere, or cause to interfere, with the maintenance and use thereof.

Sec. 4. This covenant shall run with the land legally described in Exhibit "A." Owner shall remain liable under the terms of this Covenant unless and until Owner assigns its rights and obligations to a third party and such assignment is accepted by the City.

Sec. 5. To the extent allowed by law, in the event of a default under a loan agreement by a third party who is assigned the rights and obligations in accordance with the terms of this Covenant, the City will agree to an assignment from the defaulting third party to the secured lender.

Sec. 6. Notices. All notices required by this Covenant shall be in writing sent by regular United States mail, postage prepaid, commercial overnight courier or facsimile and addressed as hereinafter specified. Each party shall have the right to specify that notice be addressed to any other address by giving the other party ten (10) days notice thereof. Unless a party to this Agreement has given ten (10) days notice of a change of person and address for purposes of

notice under this Agreement to the other party in writing, notices shall be directed to the following:

Notices to the City:
Director of City Planning & Development
City Hall, 414 East 12th Street
Kansas City, Missouri 64106
Fax number: (816) 513-2548

Notices to Owner shall be addressed to:
Barryrow LLC
Liberty, MO 64068
Ryan Chambers
816-545-9005

Sec. 7. This Agreement shall not be amended, modified, canceled or abrogated without the prior written consent of the City.

Sec. 8. Invalidation of any part or parts of this Covenant by judgment or other court action shall in no way affect any of the other provisions, which shall remain in full force and effect.

Sec. 9. This Agreement shall be construed and enforced in accordance with the laws of the State of Missouri.

Sec. 10. Upon the effective date of this Covenant, the City shall file this Covenant in the Office for recording real estate documents in Platte County, Missouri, and shall be binding on Owner, its successors, assigns and transferees.

Sec. 11. Owner shall jointly and severally release, hold harmless, indemnify and defend City and its agents, officers and employees from any and all responsibility, liability, loss, damage or expense resulting to Owner or to any person or property caused by or incidental as to the design, function, construction, maintenance or failure to maintain The Facilities.

ATTESTATION BY CITY CLERK:

KANSAS CITY, MISSOURI

City Clerk

By: _____
Director of City Planning and Development

Approved as to form:

Assistant City Attorney

STATE OF MISSOURI)
) SS
COUNTY OF Jackson)

BE IT REMEMBERED that on this 27 day of October, 2021, before me, the undersigned, a notary public in and for the county and state aforesaid, came Jeffrey Williams, Director of City Planning and Development, of Kansas City, Missouri, a corporation duly organized, incorporated and existing under and by virtue of the laws of the State of Missouri, and Marilyn Sanders, City Clerk of Kansas City, Missouri, who are personally known to me to be the same persons who executed, as officials, the within instrument on behalf of Kansas City, Missouri, and such persons duly acknowledge the execution of the same to be the act and deed of said Kansas City, Missouri.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

Kristy Cheri Tyson Pugh
Notary Public

My Commission Expires: Sept 3, 2022

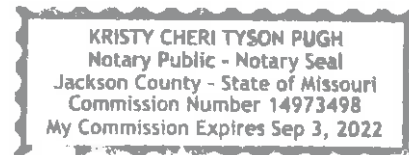
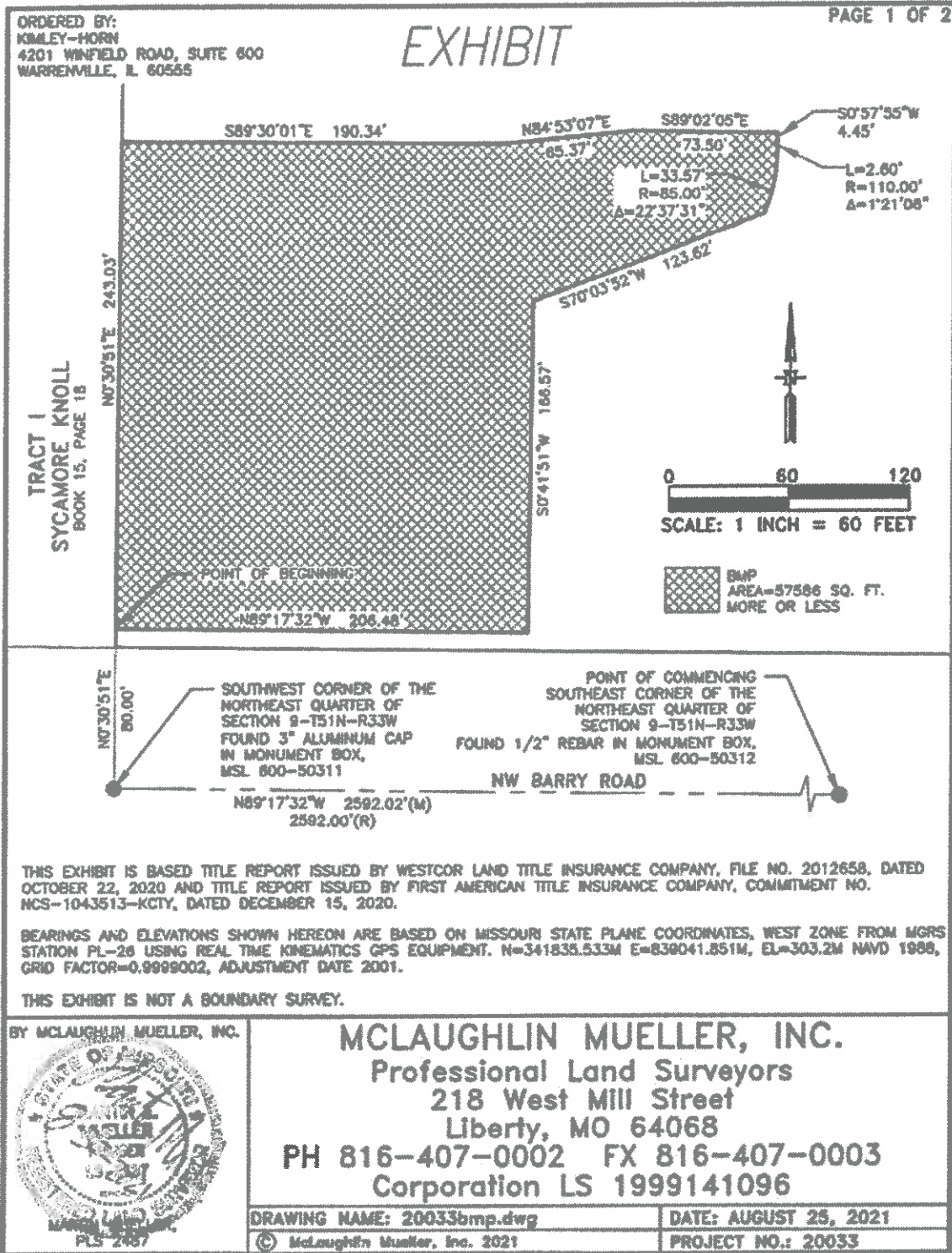


EXHIBIT "B"



Recorded in Platte County, Missouri
Recording Date/Time: 09/08/2022 at 01:21:48 PM

Instr Number: 2022012447
Book: 1383 Page: 945

Type: DE COV

Pages: 8

Fee: \$67.00 N



TW



Gloria Boyer,
Recorder of Deeds

PLATTE COUNTY MISSOURI CERTIFICATION RECORDER OF DEEDS

NON-STANDARD DOCUMENT

The Recorder of Deeds has added this page to your document
per compliance with State law and you have been charged the fee of \$25.00
for a non-standard Document
RSMo 59.310.3 (effective January 1, 2002)

Gloria Boyer
Recorder of Deeds
415 Third St., Suite 70
Platte City, MO 64079

This Page Is Part Of The Document - Do Not Detach

**COVENANT TO MAINTAIN STORM WATER DETENTION AND BMP FACILITIES
PLAT OF BARRYROW**

THIS COVENANT made and entered into this 27 day of OCTOBER, 2021, by and between Kansas City, Missouri, a constitutionally chartered Municipal corporation (**City**), and of Barryrow LLC , a Limited Liability Corporation, (**Owner**).

WHEREAS, Owner has an interest in certain real estate generally located at the northwest corner of the intersection of NW Barry Road and N Marston Avenue in Kansas City, of Platte County, Missouri, (**Property**) more specifically described in Exhibit "A" attached hereto and incorporated herein by reference; and

WHEREAS, Owner intends to cause the Property to be platted as Plat of Barryrow, (**Plat**), in accordance with Chapter 88, Code of Ordinances of the City of Kansas City, Missouri; and

WHEREAS, Owner intends to subdivide the Property and create pursuant to the Plat Lots of 1 through 25 and Tract(s) of Tract A, Tract B, Tract C, and Tract D as shown on Exhibit "B" attached hereto.

WHEREAS, the improvement proposed by Owner on the Property warrant storm water management control and water quality Best Management Practice facilities (BMPs), collectively hereinafter referred to as (The Facilities); and

WHEREAS, The Facilities, located on Tract of Tract A within the Plat, require preservation and maintenance in order to ensure continuous and perpetual operation and effectiveness in controlling storm water runoff rates, volumes, and quality; and

WHEREAS, the City and Owner agree that it is in the public interest to detain storm water and provide BMP(s) to treat the stormwater for the benefit of the Property and surrounding areas; and

WHEREAS, these covenant provisions for proper operation, preservation, and maintenance of The Facilities are necessary to serve the development;

NOW, THEREFORE, Owner and City, for and in consideration of the benefits to themselves, their assigns and future grantees do hereby agree as follows:

Sec. 1. Owner at its sole cost shall:

- a. Be responsible for the perpetual preservation, maintenance, repair and replacement, if necessary of The Facilities located on of Tract A.
- b. Maintain the pipes, structures, BMPs, grounds, and appurtenances for the Facilities located on Tract A.
- c. Keep the pipes, structures, BMPs, and appurtenances open and free of silt and non-beneficial vegetation.
- d. Keep the pipes, structures, BMPs, and appurtenances in good working condition or replace same if necessary.

- e. Control the growth of the vegetation and grass areas, not identified as beneficial to the BMPs, on Tract A to the limits prescribed by the Kansas City Code of Ordinances.
- f. Maintain the grades within Tract A pursuant to the approved plan on file in the office of the Director of City Planning & Development and identified as File No 2021-067.
- g. Obtain all necessary improvement and repair permits prior to performing any work on The Facilities.

Sec. 2. City is granted the right, but is not obligated to enter upon Tract A in order to inspect, maintain, repair, and/or replace The Facilities including the pipes, structures, grounds, and appurtenances if Owner fails to maintain same. In the event that the City does provide maintenance for the facilities, then City may:

- a. Charge the costs for such maintenance, repair, or replacement against Owner, and/or the owner of Tract A, and/or the owners of Lots 1-25 served by the Facility on Tract A;
- b. Assess a lien on either the Tract A or on the Lots 1-25 or both served by the Facility on Tract A;
- c. Maintain suit against Owner, and/or the owner of Tract A and/or the owners of Lots 1-25 served by the Facility on Tract A for all cost incurred by the City for such maintenance.

Unless necessitated by a threat to life and/or safety, City shall notify Owner and/or the then-current owners of Tract A and Lots 1-25 not less than thirty (30) days before it begins maintenance of The Facilities.

Sec. 3. Owner and/or the owner of Tract A shall not use, nor attempt to use, in any manner which would interfere with the operation of The Facilities, in such manner as would interfere with the proper, safe, and continuous maintenance and use thereof, and, in particular, shall not build, thereon or thereover, any structure which may interfere, or cause to interfere, with the maintenance and use thereof.

Sec. 4. This covenant shall run with the land legally described in Exhibit "A." Owner shall remain liable under the terms of this Covenant unless and until Owner assigns its rights and obligations to a third party and such assignment is accepted by the City.

Sec. 5. To the extent allowed by law, in the event of a default under a loan agreement by a third party who is assigned the rights and obligations in accordance with the terms of this Covenant, the City will agree to an assignment from the defaulting third party to the secured lender.

Sec. 6. Notices. All notices required by this Covenant shall be in writing sent by regular United States mail, postage prepaid, commercial overnight courier or facsimile and addressed as hereinafter specified. Each party shall have the right to specify that notice be addressed to any other address by giving the other party ten (10) days notice thereof. Unless a party to this Agreement has given ten (10) days notice of a change of person and address for purposes of

notice under this Agreement to the other party in writing, notices shall be directed to the following:

Notices to the City:
Director of City Planning & Development
City Hall, 414 East 12th Street
Kansas City, Missouri 64106
Fax number: (816) 513-2548

Notices to Owner shall be addressed to:
Barryrow LLC
Liberty, MO 64068
Ryan Chambers
816-545-9005

Sec. 7. This Agreement shall not be amended, modified, canceled or abrogated without the prior written consent of the City.

Sec. 8. Invalidation of any part or parts of this Covenant by judgment or other court action shall in no way affect any of the other provisions, which shall remain in full force and effect.

Sec. 9. This Agreement shall be construed and enforced in accordance with the laws of the State of Missouri.

Sec. 10. Upon the effective date of this Covenant, the City shall file this Covenant in the Office for recording real estate documents in Platte County, Missouri, and shall be binding on Owner, its successors, assigns and transferees.

Sec. 11. Owner shall jointly and severally release, hold harmless, indemnify and defend City and its agents, officers and employees from any and all responsibility, liability, loss, damage or expense resulting to Owner or to any person or property caused by or incidental as to the design, function, construction, maintenance or failure to maintain The Facilities.

ATTESTATION BY CITY CLERK:

KANSAS CITY, MISSOURI

[Signature]
City Clerk

By: [Signature]
Director of City Planning and Development

Approved as to form:

[Signature]
Assistant City Attorney

STATE OF MISSOURI)
) SS
COUNTY OF Jackson)

BE IT REMEMBERED that on this 27 day of October, 2021, before me, the undersigned, a notary public in and for the county and state aforesaid, came Gilbey Williams, Director of City Planning and Development, of Kansas City, Missouri, a corporation duly organized, incorporated and existing under and by virtue of the laws of the State of Missouri, and Marilyn Sanders, City Clerk of Kansas City, Missouri, who are personally known to me to be the same persons who executed, as officials, the within instrument on behalf of Kansas City, Missouri, and such persons duly acknowledge the execution of the same to be the act and deed of said Kansas City, Missouri.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

[Signature]
Notary Public

My Commission Expires: Sept 3, 2022

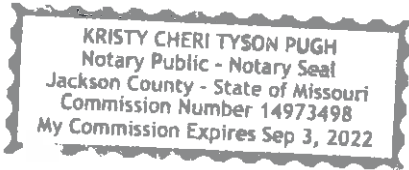


EXHIBIT "A"

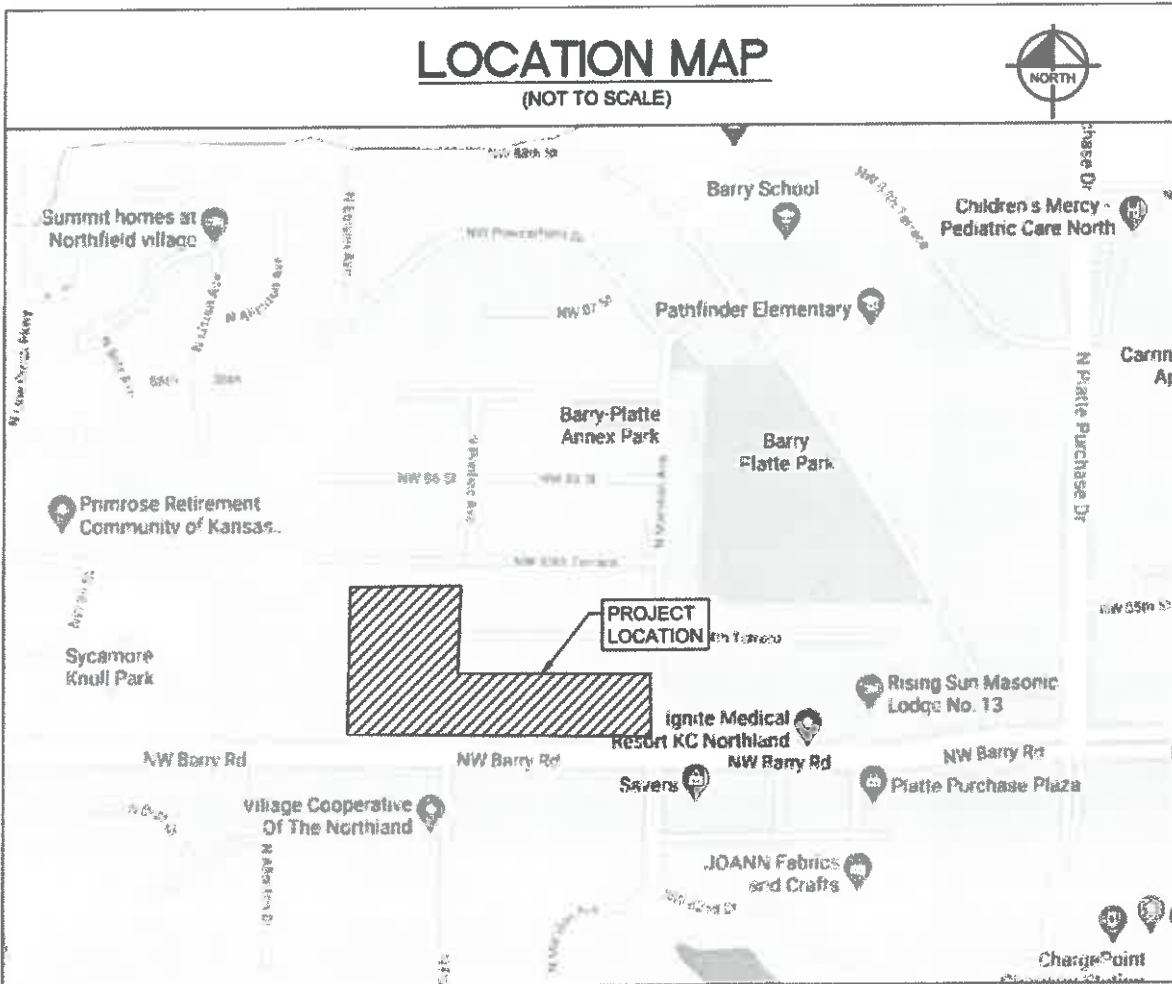
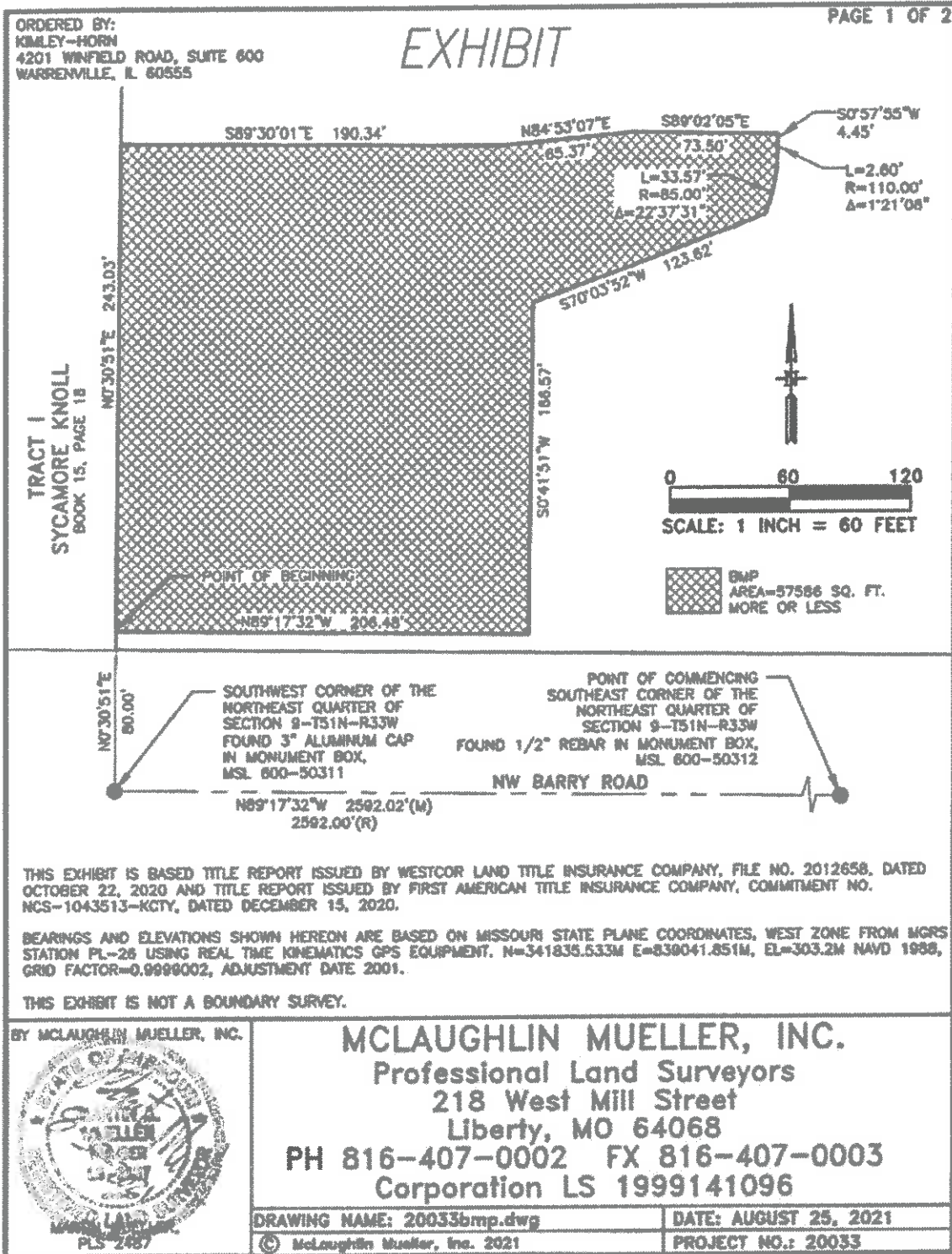


EXHIBIT "B"



82
13

Recorded in Platte County, Missouri

Recording Date/Time: 09/08/2022 at 01:21:48 PM

Instr Number: 2022012448

Book: 1383 Page: 946

Type: DE DEC

Pages: 13

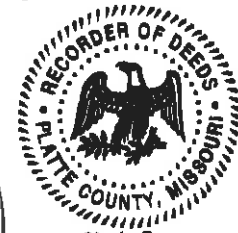
Fee: \$82.00 N



Grantor: BARRYROW LLC

Grantee: 27 ROW ASSN

TN



Gloria Boyer,
Recorder of Deeds

PLATTE COUNTY MISSOURI CERTIFICATION RECORDER OF DEEDS

NON-STANDARD DOCUMENT

The Recorder of Deeds has added this page to your document
per compliance with State law and you have been charged the fee of \$25.00
for a non-standard Document
RSMo 59.310.3 (effective January 1, 2002)

Gloria Boyer
Recorder of Deeds
415 Third St., Suite 70
Platte City, MO 64079

This Page Is Part Of The Document - Do Not Detach

DECLARATION OF COVENANTS
AND RESTRICTIONS
OF 27ROW

RESIDENTIAL NEIGHBORHOOD IDENTIFIED AS PART OF BARRYROW TRACTS A, B
& C OF BARRYROW ACCORDING TO THE RECORDED FINAL PLAT IN KANSAS
CITY, PLATTE COUNTY, MISSOURI

RECITALS

Developer is the owner of the real property described in Article II of this Declaration. Developer desires to create on the property a residential community of high quality, and, to this end, desires to subject the real property described in Article II to the covenants, restrictions, and easements hereinafter set forth, each and all of which are for the benefit of said property and each owner thereof, and shall apply to and bind the owners thereof and any successors in interest.

NOW, THEREFORE, the Developer declares that the real property described in Article II is and shall be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, and easements (sometimes referred to as "covenants and restrictions") hereinafter set forth.

ARTICLE I

Definitions

The following words when used in the Declarations shall have the following meanings:

- (a) "Association" shall mean 27Row Association, Inc., a Missouri not-for-profit corporation, and its successors and assigns.
- (b) "Common Areas" shall mean any and all areas within the Properties set aside for the common usage and enjoyments of the Owners, as described on any plat as greenway, common area, common property or similar term, and including any and all lakes within the Properties, specifically including, but not limited to, those areas identified as Tracts A, B, C, and D on the Subdivision Plat of the Properties.
- (c) "Developer" shall mean BarryRow, LLC., a Missouri limited liability company, and its successors or assigns.
- (d) "Improved Lots" shall mean Lots on which a single-family residence has been erected; all or part of which has been either sold, leased, or rented for occupancy purposes.
- (e) "Lot" shall mean and refer to any numbered plot of land shown upon any recorded subdivision map of the Properties.

- (f) "Properties" shall mean and refer to all such existing properties subject to this Declaration, as set forth in Article II, and any additional property made subject to this Declaration in accordance with Section 6 of Article VIII hereof.
- (g) "Owner" shall mean the record owner, whether one or more persons or entities of the fee simple title to any lot situated upon the Properties but, notwithstanding any applicable theory of the mortgage, shall not mean the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure. An Owner with respect to a Lot shall include the builder who has erected a single-family residence on the Lot, if that builder is occupying or leasing the residence.
- (h) "Unimproved Lots" shall mean all lots which are not Improved Lots.
- (i) "Household Pets" shall mean animals traditionally owned as pets and shall include dogs, cats, birds, fish, hamsters, and gerbils.
- (j) Declarant shall mean a single individual performing and effecting these Declarations.

ARTICLE II

Property Subject to the Declaration

The real property which is, and shall be, held, conveyed, transferred, and sold subject to the conditions, restrictions, covenants, reservations, and easements set forth in this Declaration is located in Kansas City, Platte County, Missouri, and is more particularly described as follows, to-wit:

A TRACT OF LAND IN THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 51 NORTH, RANGLE 33 WEST, IN KANSAS CITY, PLATTE COUNTY, MISSOURI, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER: THENCE N89°17'32"W, ALL ALONG THE SOUTH LINE OF SAID NORTHEAST CORNER, A DISTANCE OF 2592.02 FEET TO THE SOUTHWEST COENER OF SAID NORTHEAST CORNER; THENCE N00°30'51"E, ALONG THE WEST LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 71.00 FEET TO THE POINT OF BEGINNING; THENCE N00°30'51"E, CONTINUING ALONG SAID WEST LINE, A DISTANCE OF 606.77 FEET; TEHNCE S89°18'30"E, ALONG THE SOUTH LINE OF BARRY HEIGHTS, A SUBDIVISION OF LAND IN KANSAS CITY, PLATTE COUNTY, MISSOURI, A DISTANCE OF 649.73 FEET; THENCE S00°53'05"W, A;ONG THE WEST LINE OF ALANDALE, A SUBDIVISION OF LAND IN KANSAS CITY, PLATTE COUNTY, MISSOURI, A DISTANCE OF 290.00 FEET; THENCE S89°18'30"E, ALONG THE SOUTH LINE OF SAID ALANDALE, A DISTANCE OF 852.44 FEET TO THE WEST RIGHT-OF-WAY LINE OF NORTH MARSTON AVENUE, THENCE S00°29'40"W, ALONG SAID WEST RIGHT-OF-WAY LINE OF NORTHWEST BARRY ROAD AS DESCRIBED IN BOOK 682 AT PAGE 364; THENCE

N89°17'32"W, ALONG SAID NORTH RIGHT-OF-WAY LINE AND ALONG THE NORTH RIGHT-OF-WAY LINE OF NORTHWEST BARRY ROAD AS DESCRIBED IN BOOK 688 AT PAGE 433, A DISTANCE OF 1500.40 FEET TO THE POINT OF BEGINNING. CONTAINING 15.24 ACRES, MORE OR LESS.

Subject to easement, covenants, reservation, and restrictions now of record, and subject also to taxes and assessment, general and special, not now due and payable.

(All of the real estate described above shall be known as 27Row except Tract D as identified in the final recorded plat which shall be exempted and not made part of these Declarations)

ARTICLE III

General Purposes

The properties are subjected to the covenants, restrictions, conditions, reservations, liens, and charges hereby declared to insure the best use and the most appropriate development and improvement of each building site thereof; to protect the owners of the building sites against such improper use of surrounding building sites as will depreciate the value of their property; to preserve, so far as practicable, the natural beauty of said property; to guard against the erection thereon of poorly designed or proportioned structures and structures built of improper or unsuitable materials; to obtain harmonious color schemes; to insure the highest and best development of said property; to encourage and secure the erection of attractive homes thereon, with appropriate locations thereof on building sites; to secure and maintain property set-backs from streets, and adequate free spaces between structures; and in general to provide adequately for a high quality subdivision and thereby to enhance the values of investments made by purchasers of building sites therein.

ARTICLE IV

Membership and Voting Rights

Section 1. **Membership.** Every owner of an Improved Lot and the Developer shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

Section 2. **Voting.** The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners of Improved Lots and shall be entitled to one (1) vote for each Improved Lot owned by that member. When more than one person holds an interest in any Improved Lot, all such persons shall be members, however, for purposes of a quorum, they shall be treated as a single member. The vote for such Improved Lot shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respect to any Improved Lot. Provided, however, there shall be no vote for any Improved Lot for which any then current or prior assessment has not been paid.

Class B. The Class B member shall be the Developer who shall be entitled to eleven (11) votes for each Lot owned.

ARTICLE V

Covenant for Maintenance and Assessments

Section 1. Creation of the Lien and Personal Obligations of Assessments.

The Developer, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) an initiation fee; (2) annual assessments or charges; and (3) special assessments or charges for capital improvements and maintenance of common facilities. The initiation fee; the annual assessments; and any special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such fee or assessments is made as soon as they are due and payable. Each such fee or assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time which the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successor in title unless expressly assumed by them.

Section 2. Maintenance of Common Areas and Private Open Space. The Association shall be responsible for the maintenance of all Common Areas including, but not limited to, all private open space identified as Tracts A, B, C, on the Subdivision Plat of the Properties.

Section 3. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents of the Properties, including but not limited to, the acquisition of capital improvements, the expense incurred for use of the Amenities, and for the improvement and maintenance of Common Areas and all common facilities within the Properties, including entrance markers, landscaping, sidewalks, and any other improvements situated upon the Properties. This assessment shall also be for the purpose of maintaining mailboxes. Levied assessments may also be used for the enforcement of the covenants and restrictions, and bylaws.

Section 4. Initiation Fee. The initiation fee for each Improved Lot shall be not less than \$795.00. This fee shall include the cost of a mailbox in the common mailbox area to be provided and installed by the Association. Said mailbox shall remain the property of the Association. This fee shall only be assessed against an Improved Lot once and shall be assessed against the first Owner of each Improved Lot once, and shall be assessed against the first Owner of each Improved Lot who is using the property as a residence.

Section 5. Annual Assessment. Beginning January 1, 2023, the annual assessment for improved lots shall be \$1200.

After January 1, 2023, and for ten (10) years thereafter until January 1, 2033, assessments for Improved Lots may be increased, effective January 1 of each year, by the Board of Directors of the Association without a vote of the membership to annual dues of not more than \$1,600 per Improved Lot per year. Notwithstanding the foregoing, if it should be determined by the Board of Directors of the Association that such maximum assessment amount is insufficient to adequately maintain the Properties and to enable the Association to fulfill its duties and purposes as set forth herein, the annual assessment may be increased above the \$1,600 limitation, but only with the approval of two-thirds (2/3rds) of the voting rights of the total membership of the Association, voting in person or by proxy, at a meeting duly called for such purposes, written notice of which shall be sent to all members not less than 5 days nor more than 40 days in advance of the meeting setting forth the purpose of the meeting. After said 10-year period, the assessment may be increased to more than \$1600 provided that any such change shall have the assent of fifty-one percent (51%) of the votes of the members who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than 5 days nor more than 40 days in advance of the meeting setting forth the purpose of the meeting.

The Association shall provide for the periodic maintenance of any channel, or any body of water located within the Common Areas and may, if necessary, levy Special Assessments for such purpose. In the event the City of Kansas City, Missouri shall reasonably determine, based on substantial evidence, that the Association has failed to properly maintain any such channel or body of water so that it threatens to cause or causes damage to any public improvement, a Special Assessment may be imposed to alleviate same which shall be an exception to member approval. Such Special assessments may be levied by the Board of Directors of the Association without a vote of the members of the Association. This provision shall permanently remain in the Declaration.

Section 6. Special Assessments. In addition to the annual assessments authorized above, the Board of Directors of the Association may levy in any year, a special assessment, applicable for that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of any capital improvement devoted to common usage located on any of the Properties, including fixtures and personal property related thereto, provided that such assessment shall first be approved by a vote of not less than two-thirds (2/3rds) of the voting rights of the total members of the Association, voting in person or by proxy at a meeting called for such purpose.

Section 7. Date of Commencement of Annual Assessments – Due Dates. The annual assessment provided herein shall commence as to all Lots on the first day of the month following the conveyance of the first Lot. The first annual assessment for each Lot shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of any change in the annual assessment against each Lot at least thirty (30) days in advance of each subsequent annual assessment period after the initial assessment. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon

demand and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessment on a Lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Non-Payment of Assessments – Remedies of the Association.

Any annual or special assessment not paid within thirty (30) days after the due date, shall bear interest from the due date at the then legal rate from the assessment date until paid. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure of any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10. Exempt Property and Fractional Assessment. Notwithstanding anything else contained herein, the following property shall be exempt from the assessment charge and lien created herein:

- (1) All properties where the entire property is subject to any easement or other interest dedicated and accepted by the local public authority and devoted to public use;
- (2) All properties exempt from taxation by the laws of the State of Missouri upon the terms and to the extent of such legal exemption; and
- (3) All Unimproved Lots.

Section 11. Notices. A written or printed notice deposited in the United States mail with postage prepaid thereon, addressed to the Owner at the last address listed with the Association, shall be deemed to be sufficient notice for all purposes whenever noticed are required under this document.

ARTICLE VI

General Land Use

The Lots shall be used for single family residences only and shall be subject to all of the covenants and conditions herein contained.

ARTICLE VII

Use Restrictions

All of the Lots and all additional lands which shall be subjected to this Declaration shall be subject to the following use restrictions:

Section 1. Land Use. None of the said Lots may be improved, used, or occupied for other than private residence purposes (except for model homes used by the Developer or builders) and no flat or apartment house, although intended for residential purposes, may be erected thereon. Any residence erected or maintained on any of the said Lots shall be designed and used for occupancy by a single family.

Section 2. Height Limitation. Any residence erected on any of said Lots shall not be more than three (3) levels in height, above ground or the maximum height appearing in the Kansas City, Missouri Development Codes.

Section 3. Minimum Size Requirements. Any one story, or split-level residence shall contain a minimum of 1,500 square feet of finished living area exclusive of garages, breezeways, basements, and similar portions or such residences. Any residence consisting of two (2) levels above ground level shall contain a minimum of 600 square feet of enclosed floor area on the first level above ground, exclusive of garages, breezeways, and similar portions of such residence. Any single-story home above grade shall have a minimum of 1,500 square feet of enclosed floor area, exclusive of garages, breezeways, and similar portions of such residences. Developer reserves the right to require greater square footage on the approval of any plan.

Section 4. Building Lines. No part of any residence shall be located on any Lot nearer to the front street or the side street than is the front building line or the side building lines as shown on the recorded plat, without the written consent of Developer.

Section 5. Uncompleted Structures. No structure shall be permitted to stand with its exterior in an unfinished condition for longer than twelve (12) months after commencement of construction.

Section 6. Garages. Each residence shall have an attached or basement private garage for not less than two cars. All garages must be equipped with doors which shall be kept closed as much as practicable to preserve the appearance of the elevation of the house.

Section 7. Lot Area and Width. No residential structure shall be erected on any building plot, which plot has a minimum lot width and size less than that shown on the recorded plat.

Section 8. Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved by Developer as shown on the recorded plat of said land. Such easements shall include the right of ingress and egress for construction and maintenance purposes. Within these easements, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of the flow of water through 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 and all improvements on 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.

Section 9. Nuisances. No noxious or offensive activity shall be carried on upon any portion of the Properties, nor shall anything be done thereon that may be or become a nuisance or annoyance to this neighborhood. No exterior lighting shall be directed outside the boundaries of a Lot or other parcel, unless authorized by the Developer.

Section 10. Temporary Structures. No temporary structures or any other outbuilding shall be erected on any Lot without the approval of the Architectural Control Committee and in no event may such building, use a trailer or basement be used as a temporary residence.

Section 11. Commencement of Construction. The Owner of any Lot within the Properties shall be required within one year of accepting a conveyance of such Lot to complete the construction of a residence as authorized by existing zoning laws and declarations of covenants and restrictions filed of record, unless the time is extended by the Developer.

Section 12. Exterior Painting. All wood exteriors, masonry exteriors, or cement siding exteriors except roofs, shall be covered with paint or stain. Any area of exposed foundation shall be covered with the exterior wall material or painted the same color as the exterior walls adjoining said foundation. The exterior colors of all structures are subject to approval by the Architectural Control Committee.

Section 13. Storage Tanks. No fuel storage tanks shall be erected above the ground.

Section 14. Signs. No signs of any kind shall be displayed to the public view on any Lot except one professional sign of not more than 600 square inches to advertise the property for sale. Developer reserves the right to maintain "billboard" type signs and/or banners in or adjacent to the Properties during the construction period.

Section 15. Animals and Livestock. No livestock or poultry of any kind shall be raised, bred, or kept on any Lot, except customary Household Pets. The possession of animals not within the definition of Household Pets, as set forth herein, shall be allowed only after written approval from the Developer or subsequent Association Body.

The total number of Household Pets per Lot shall not exceed four (4) and shall not be in violation of any applicable ordinance or law. Each owner shall have the responsibility to immediately clean up the waste produced by his or her pet, and all pets shall be properly leashed, caged, or controlled in whatever manner is most practical, whether it is located upon or off a Lot, and shall be subject to all applicable local ordinances existing at the time.

The keeping of a dog or other pet on the Properties is not a right of an owner but is a conditional license from the Developer. This conditional license is subject to termination at any time by the Developer upon finding that a dog, cat, or other pet is vicious, annoying to other residents or has in any way become a nuisance. The owner of a pet assumes liability for damage to persons or property caused by the pet or resulting from its presence on the properties. A dog must be always kept on a leash or inside a secure fence when outside.

Section 16. Garbage and Refuse. No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste. No rubbish, trash, garbage, or other waste

shall be kept on any Lot, except that on the morning of a scheduled trash pick-up, rubbish and trash shall be set out for pick-up in the waste container provided by the Association, only after 4 a.m. of the day of the pick-up.

Section 17. Parking of Motor Vehicle. No trucks or commercial vehicles, boats, or similar water-borne vehicles, house trailers, boat trailers, trailers of every other description, campers or camping units shall be permitted to be customarily or habitually parked, kept, or stored on any Lot or on the streets or alleys around any of the buildings within the Properties unless they are parked or stored in an enclosed garage or in such other enclosure approved by the Architectural Control Committee, except only during period of approved construction on the Lot. The maximum period of time for the parking of any non-automotive vehicle in a residential driveway shall be 72 hours. No automotive repairs shall occur on any of the Lots hereby restricted except when performed inside of the garage. This prohibition of parking shall not apply to temporary parking of trucks or commercial vehicles, such as for pick-up, delivery, and other commercial services. No automobile may be habitually parked overnight or stored upon any street adjoining any Lot.

Section 18. Satellite Dishes, Antennas and Towers. No antenna or tower shall be erected upon any Lot or on the exterior of any residence for the purpose of radio operation and/or television operation. No satellite dish for television or data reception may be attached to a residence on the exterior of any home that is visible from the street.

Section 19. Utilities. Water, gas, lights, telephone, and other utilities shall be located underground on each residential Lot.

Section 20. New Construction. All residences and other buildings permitted hereby on residential Lots shall be initially new construction. No building shall be moved onto any of such Lots.

Section 21. No Commercial Activities. No commercial activity of any kind shall be conducted on any Lot except those activities that do not interfere with the normal residential use of a Lot as previously approved in writing by the Developer. Nothing herein shall prohibit the carrying on of promotional activities by the Developer.

Section 22. Clotheslines, Air Conditioners and Ornamentation. The use of any clothesline on the exterior of any residence or on a Lot is prohibited. Window air-conditioning units are prohibited on any Lot. Ornamental installations considered permanent or greater than eighteen inches in height shall be approved by the Architectural Control Committee.

Section 23. Sodding. Any unimproved portion of a Lot within 80 feet of the front line of said Lot shall be fully sodded.

Section 24. Additional Structures. No fences, walls, patios, decks, or other structures of any kind shall be commenced, placed, or installed on any Lot, nor shall any exterior addition to or change or alteration therein be made without the prior written approval of the Developer or the Architectural Control Committee. No chain link fences are allowed. Anything in this Declaration of Restrictions to the contrary notwithstanding, the Developer, its successors, and assigns, shall

have and do hereby reserve the right to determine the location of all buildings upon the respective Lot or Lots and the relation of the top of the foundation thereof to the street level.

Section 25. Swimming Pools. Hot Tubs. No above-ground swimming pools may be installed upon any Lot. No in-ground swimming pools, hot tubs, or similar structures may be installed on any Lot without the written approval from the Architectural Control Committee. Owners shall be solely responsible for ensuring that the structures described herein comply with any and all applicable city, county, state, or federal codes, rules or restrictions.

Section 26. Roofing. All roof shingles shall be composition shingles, metal, tile or slate. The owner shall color match as closely as possible that of weathered wood color with shadow blocking unless otherwise approved by the Architectural Control Committee.

Section 27. Water Bodies. No boats or water-borne vehicles of any kind shall be permitted on any body of water located within the Properties without the written approval of the Developer. Fishing shall be permitted by Owners and their guests only in accordance with and subject to any rules, regulations and restrictions established from time to time by the Developer. There shall be no swimming, hunting, or skating on any lake or other body of water. No owner shall permit the areas identified as drainage easements to over grow with vegetation or permit the disposal of any yard waste into or upon the designated water drainage easement areas.

Section 28. Plan Approval. No building shall be erected or altered on any building plat in this subdivision until the building plans have been approved in writing as to size and external design by the Architectural Control Committee. Upon any request for approval the party requesting such approval shall submit a floor plan including square footage, the front elevation, and staked lot plan.

Section 29. Architectural Control Committee. The Architectural Control Committee shall initially be composed of the following members (the "Initial Members"):

Ryan Chambers

Lance Carlton

Jennifer Allen

In the event of the death or resignation of any Initial Member of the Architectural Control Committee, the remaining member(s) shall have the full authority to approve or disapprove the plans submitted, and to designate a successor. Once the Developer retains no voting rights in the Association, the members of the Architectural Control Committee shall be appointed by the Initial Members, a person must be an Owner to be a member of the Architectural Control Committee.

The members of the Architectural Control Committee shall serve without pay and shall have no legal or financial liability for any of their acts, omissions, or errors in judgement.

Section 30. Maintenance of Structures. Except as specifically provided herein, each Owner at the Owner's expense shall keep the exterior of the Owner's building structure, including, but not limited to, doors, walls, windows, roofs, patios, fences, and other improvements, in good maintenance and repair.

Section 31. Tree Removal and Landscaping. Except for diseased or dead trees and trees needing to be removed for safety reasons, no tree which is more than fifteen (15) feet from any Improvement shall be removed without the written approval of the Architectural Control Committee. In the event of an intentional or unintentional violation of this Section, the violator may be required by the Developer to replace the removed tree with one (1) or more comparable trees of such size and number, and in such locations, as the Developer deems necessary, in its sole discretion, to mitigate the damage. All landscaping on the properties shall be completed strictly in accordance with the Landscaping requirements and guidelines established by the Architectural Control Committee. No substantial alteration to the landscaping, including but not limited to paving, excavating, or placing gravel or stones thereon, shall be permitted without prior written approval of the Architectural Control Committee.

Section 32. Artificial Vegetation. No artificial vegetation shall be permitted on the exterior of any Lot located with the Properties without the prior written approval of the Architectural Control Committee.

Section 33. Priority. No applicable municipal or state law shall be preempted by the recording of this Declaration, but in the event of conflict, the most restrictive provisions shall apply.

ARTICLE VIII

General Provisions

Section 1. Board of Directors. The Board of Directors of the Association elected in accordance with its Articles of Incorporation and Bylaws shall be charged with the management of the Association. The Board of Directors shall have the rights to make such reasonable rules and regulation as will enable it to adequately and properly carry out the provisions of this Declaration.

Section 2. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants. Any such action may be initiated by the Association, the Developer, or any Owner. Failure by the Developer or any Owner to enforce any covenant or restriction herein shall in no event be deemed a waiver of the right to do so thereafter.

Section 3. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 4. Duration and Amendment. The covenants and restrictions of this Declaration shall run with and bund the land, and shall inure to the benefit of and be enforceable by the Developer or the Owner of any Low subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of fifty(50) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years. The covenants and restrictions of this Declaration may be amended during the first fifty (50) year period by an instrument sign by not less than eighty percent (80%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners.

Section 5. Transferability. The Developer has established, or will establish, the Association. At such time as the Developer no longer owns any Lots, or earlier in its discretion, Developer shall transfer and assign to the Association all of the function of the Developer according to the provisions of this Declaration, and the owners of the Properties shall be bound by the Association as they are to the Developer. This transfer shall be considered automatically completed upon the sale or transfer of the last lot within the 27Row development. If association has not held a meeting to elect a board of directors than the meeting shall be held within 180 days of the last lot sale by the date.

Section 6. Annexation. It is expected that additional property owned by Developer be developed and adjoin the subdivision commonly known as 27Row. If it will be annexed and included within the covenants and restrictions of this Declaration, then at the sole discretion of the Developer shall such additional property be subject to these Declarations. A separate Declarations shall govern any further owned land by developer and shall be a separate and independent Declaration and Association. If any such extension of the Properties shall be accomplished by and take effect on the filing in the Office of the Recorder of Deeds for the county in which such land is located of an appropriate document extending this Declaration. All annexed property shall be subject to these Declarations as fully as the property set for in Article II unless a separate Declaration shall be established and recorded upon the land thereon.

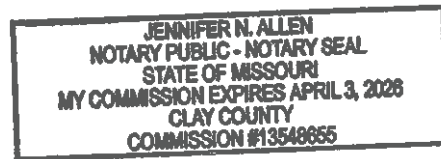
Section 7. Condemnation. Any or all of the part(s) of the land as described in these covenants except that of Tract D subject to condemnation or eminent domain shall be represented by the single body of the Association and the Board of Directors.

IN WITNESS WHEREOF, the undersigned, being the Devcloper herein, has hereunto set its hand and seal on the day and year last above written.

ATTEST:



Ryan Chambers, BarryRow,LLC, Managing Member



*State of MO
County of clay*

*August 25th 2022
Jennifer N Allen
Jennifer N Allen
exp: April 3rd 2026*