

LPOA USE RESTRICTIONS

1. **LAND USE.** None of the said Lots may be improved, used or occupied for other than private residence purposes (except model homes used by the Developer) and no flat or apartment house, although intended for residential purposes, may be erected thereon. Any residence erected or maintained on any said Lots shall be designed and used for occupancy by a single family.
2. **HEIGHT LIMITATION.** Any residence erected on any of said Lots shall not be more than two (2) levels in height, above ground, provided, that a residence more than two (2) stories in height may be erected on any of said Lots with the written consent of the Architectural Control Committee.
3. **MINIMUM SIZE REQUIREMENTS.** Any residence consisting of a single level above ground level shall contain a minimum 1200 square feet of enclosed floor area; any residence consisting of two levels above ground level shall contain a minimum of 900 square feet of enclosed floor area on the first level above ground level and an overall minimum of 1800 square feet of enclosed floor area in the two levels above ground level; any residence consisting of a level or part of a level below ground level shall nevertheless contain the foregoing minimum enclosed floor areas above ground level. If a single level residence shall contain a basement garage the minimum enclosed floor area shall be 1400 square feet. The words "enclosed floor area" as used herein shall mean and include areas of the residence enclosed and finished for all year occupancy, computed on outside measurements of the residence, and shall not mean or include any patio areas, basements, garages, carports, porches or attics.

A residence containing less than the minimum floor area provided herein may be erected on any of said Lots with the written consent of the Architectural Review Board, it being intended that the foregoing shall serve as a guide for the committee's consideration.

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 line shown on the recorded plat. However, a residence or part of any residence may be located on any Lot nearer than the said building line shown upon said plat with the written consent of the Architectural Review Board.
5. **UNCOMPLETED STRUCTURES.** No residence 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 fire, windstorm, or other damage, no building shall be permitted to remain in a damaged condition longer than three (3) months. No residence shall be occupied until the exterior shall have been completed, nor until the landscaping as approved by the Architectural Review Board shall have been completed or other arrangements for completion shall have been approved by the Architectural Review Board.

6. **GARAGE.** Each residence shall have an attached or basement private garage for not less than two (2) nor more than three (3) cars. The driveway on each Lot shall contain sufficient paved area for the off-street parking of at least two cars. 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 fronting on the street.
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.
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 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 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.
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 the neighborhood. No exterior lighting shall be directed outside the boundaries of a Lot or other parcel, unless authorized by the Developer, Architectural Review Board or other governmental or community authority.
10. **TEMPORARY STRUCTURES.** No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuildings shall be used on any Lot at any time as a residence, either temporarily or permanently.
11. **SIGNS.** The Association through its General Manager reserves the right to approve placement of all signs and to remove all unapproved signs. Normally only one sign may be placed for each Lot. One "Open" sign directing prospective buyers to a Lot or home for sale may be placed on a corner lot with permission of the lot or home owner where the sign will be placed. "Open" signs may only be used during the actual time the property for sale is open for inspection. In accordance with Policy No. 19 – Signage in Lakewood (adopted by the Board of Directors 9/11/08) the following is established: Two signs may be placed on any lot bordered by a neighborhood street and the lake (one sign on the street & one sign on the side fronting the lake). Two signs may be placed on any lot bordered by both a neighborhood street and a major arterial roadway (approved list of major arterial roadways are Lakewood Blvd., Lake Dr., Channel Dr., Gregory, Woods Chapel east of Gregory, Dick Howser Dr., Fairway Homes Dr. (south of La Costa), Anderson Dr., Velie Rd. and Lee's Summit Rd.). Two signs may be placed on any lot bordered by a neighborhood street & the golf course (one sign on the street side and one sign on the side facing the golf course). Each sign must be no greater than five square feet in area, and must be professionally prepared. Signs must be removed at the time of closing of the sale.

12. **LIVESTOCK.** 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, provided they are not kept, bred or maintained for any commercial purposes.
13. **GARBAGE AND REFUSE.** No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers, kept in a clean and sanitary condition and housed and screened as specified by the Architectural Review Board or Alterations Review Committee.
14. **PARKING OF MOTOR VEHICLES, BOATS AND TRAILERS.** No trucks or commercial vehicles, boats or other similar water-borne vehicles, house trailers, boat trailers, trailers of every other description, campers or camping units shall be permitted to be parked or to be stored on any Lot unless they are parked or stored in an enclosed garage or in such other enclosure approved by the Architectural Review Board or Alterations Review Committee except only during periods of approved construction on the Lot. This prohibition of parking shall not apply to temporary parking of trucks and commercial vehicles, such as for pick-up, deliver, and other commercial services.
15. **ANTENNAS AND TOWERS.** No antenna or tower shall be erected upon any Lot for the purpose of radio operation, unless with the prior written approval of the Architectural Review Board or Alterations Review Committee.
16. **UTILITIES.** Water, gas, lights, telephone and other utilities shall be located underground on each residential Lot, except perimeter lots.
17. **NEW CONSTRUCTION.** All residences and other building permitted hereby on residential lots shall be initially new construction. No building shall be moved onto any such lots.
18. **NO COMMERCIAL ACTIVITIES.** No commercial activity of any kind shall be conducted on any Lot, but nothing herein shall prohibit the carrying on of promotional activities by the Developer.
19. **COMMENCEMENT OF CONSTRUCTION.** The owner of any Lot shown on a recorded subdivision plot located within the heretofore described real property shall be required within three (3) years of accepting conveyance of such Lot to complete the construction of a residence.
20. **OUTBUILDINGS PROHIBITED.** No outbuildings or other attached structure appurtenant to a residence may be erected on any of the building sites hereby restricted without the consent, in writing, by the Architectural Review Board.
21. **AWNINGS.** No awnings or sun screen of any type shall be affixed to any building without the written consent of the Architectural Review Board or Alterations Review Committee.

NOTE: These are the 21 basic Use Restrictions applicable to most of the Lots within Lakewood. Consult the Declaration of Covenants, Conditions & Restrictions for

the use restrictions applicable to each Lot. Declaration of Covenants, Conditions & Restrictions are on file in the LPOA office.

4/8/93 Board approved correction and addition of Note.

9/11/08