

## **DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS, JACKSON COUNTY, MISSOURI**

**KNOW ALL MEN THESE PRESENTS, that**

**WHEREAS**, the undersigned, BLUE VALLEY VENTURES, INC., a Missouri corporation, hereafter called the "Declarant," is the present owner of the following described real property, situated in the City of Lee's Summit, County of Jackson, State of Missouri:

Lots 315 through 399 inclusive, and Lots 402 through 427 inclusive, VISTA DEL VERDE, ELEVENTH PLAT, a subdivision in Lee's Summit, Jackson County, Missouri.

Lots 428 through 438 inclusive, VISTA DEL VERDE TWELFTH PLAT, a subdivision in Lee's Summit, Jackson County, Missouri.

Lots 496 through 543 inclusive, and Tract A, VISTA DEL VERDE, THIRTEENTH PLAT, a subdivision in Lee's Summit, Jackson County, Missouri.

Lots 439 through 495 inclusive, and Lot 545, VISTA DEL VERDE, FOURTEENTH PLAT, a subdivision in Lee's Summit, Jackson County, Missouri.

**WHEREAS**, Declarant has deemed it desirable for the efficient preservation of the value, desirability and attractiveness of said tracts, pursuant to the provisions of this Declaration, to create a corporation to which should be delegated and assigned the powers of maintaining and administering the common area and administering and enforcing these covenants, conditions and collection and disbursing of funds pursuant to the assessment and charge hereafter created and referred to; and

**WHEREAS**, Declarant has heretofore formed or will promptly after the execution hereof cause to be formed Vista del Verde Community Association (hereafter referred to as the "Association") as a non-profit corporation under the laws of the State of Missouri for the purpose of exercising the powers and functions aforesaid;

**NOW, THEREFORE**, Declarant hereby makes the following declarations as to limitations, restrictions, covenants, and conditions and uses to which the lots or tracts described above may hereafter be put, and hereby specifies that such declarations are for the purpose of protecting the value and desirability of, and shall hereafter run with, the real property described above and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof. Declarant expresses that it is its intent that these Declarations shall become effective as to each lot or tract within the lands described above owned by Declarant at the time of filing of this Declaration.

## **ARTICLE I DEFINITIONS**

Section 1. "Association" shall mean and refer to Vista del Verde Community Association, its successors and assigns.

Section 2. "Properties" shall mean and refer to all of Lots 315 through 399 inclusive, and Lots 402 through 427 inclusive, Vista del Verde, Eleventh Plat, and such additions thereto as may hereafter be made from time to time.

Section 3. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 4. "Declarant" shall mean Blue Valley Ventures, Inc.

Section 5. "Common Area" shall mean all real property (including the improvements thereto) owned by the Declarant or the Association for the common use and enjoyment of the Owners and shown as Tract A and Tract B on the recorded plat.

Section 6. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 7. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the properties recorded in the Office of the Recorder of Deeds of Jackson County, Missouri, at Independence by Declarant.

Section 8. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

Section 9. The street upon which any Lot or a part thereof fronts as herein provided shall be deemed to be the front street. Any other street contiguous to any such Lot shall be deemed to be a side street.

Section 10. "Committee" shall mean the Architectural Control Committee provided for in Article III of this Declaration.

## **ARTICLE II USE OF LAND**

Section 1. All lots are to be used for one family dwellings except lots 322 through 346 inclusive, Vista del Verde Eleventh Plat, Lots 439 through 441 inclusive and Lots 486 through 495 inclusive and Lot 545, Vista del Verde, Fourteenth Plat are for duplexes (not more than two families per lot) and except lots 315 through 321 inclusive, Vista del Verde, Eleventh Plat, and Lots 428 through 438 inclusive, Vista del Verde, Twelfth Plat, are for fourplexes (not more than four families per lot). All improvements designed for occupancy by a single family, or duplexes, shall

not be more than two stories in front, except that split-level construction shall be permitted. Fourplexes shall not be more than three stories in front.

Section 2. No part of any residence may be erected or maintained on any of the lots nearer to the front street or to the side street than is the front building line or the side building line shown on the plat. There shall be a side yard on each side of a building not less than ten percent of the width of the lot at the minimum building set-back line on interior lots. On irregular shaped lots, this ten percent side yard requirement shall be determined at the front of the dwelling, except that no rear portion of the structure shall be closer than five feet to the side lot line. No more than ten feet side yard shall be required on lots wider than one hundred feet at the minimum building set-back line. No residence shall be built closer than twenty (20) feet from the rear of any lot and no building shall encroach on utility easements as provided on the plat and in Article II, Section 10 below. On corner lots, a residence may be placed at any angle by written permission of the Committee. For the purpose of this covenant, eaves, steps and open porches shall not be considered as part of a building, provided, however, that this shall not be construed to permit any portion of a building to encroach upon another Lot. However, the Committee reserves the right to change any building limit line, provided the consent of the holder of the legal title of the lot involved is first obtained, but in no event shall a building limit line be changed so as to bring it more than five (5) feet nearer to any adjoining street or lot line.

Section 3. No trailer, basement, tent, shack, garage, barn or other outbuilding shall at any time be used as a residence, temporarily or permanently, nor shall any residence of temporary character be permitted. No detached structure or satellite dishes shall be permitted on any lot, unless approved by the Declarant or its assigns, except that detached garages shall be permitted on the fourplex lots.

Section 4. No structure shall be moved on 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 6 months after the first earth excavation is started. In the event of fire, windstorm or other damage, no building shall be permitted to remain in damaged condition longer than three months.

Section 5. 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 purpose; and further provided that not more than two household pets shall be kept on any single family residence lot and that not more than one household pet shall be kept per residence on any duplex or fourplex lot.

Section 6. No business of any kind or character shall be conducted on any lot and no business building of any character shall be erected on any lot, with the exception of temporary construction or the real estate office referred to in Article III, Section 8.

Section 7. All garbage and trash containers shall be kept screened and hidden from view. No clothes lines of a permanent type shall be erected on any lot. No permanent type trash burner shall be erected and trash burning will not be permitted. No buses, campers, tractors, trucks, boats, trailers, recreational vehicles or abandoned cars shall be regularly or temporarily parked or stored in the open on any lot or at any curb unless in a designated area provided by the Declarant and approved by the Committee. No noxious or offensive trade or activity shall be

carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

Section 8. No fencing shall be permitted on any lot unless the same is yard fencing, and approval for all fencing must be obtained in the manner and method as set out in Article III, Section 1. No fencing is to extend nearer to the front street than the front line, or to the side street than the side line, of the particular residence located on the lot unless approved by the Committee, except decorative railing along walkways which must also be submitted for approval along with plans and specifications. No swimming pool shall be built on any lot until all plans and locations for the construction of a swimming pool have been submitted to the Committee and the Committee's approval of the same has been obtained.

Section 9. All improvements shall be connected with the sanitary sewer system, which is now or shall be, constructed to serve the above properties. No other sanitary provision, septic tank or other device for sewage disposal shall be installed or permitted to remain on any lot, unless approved by the Committee.

Section 10. Easements for installation and maintenance of utilities, sewers and drainage facilities are hereby reserved as shown on the recorded plat. The undersigned Declarant hereby reserves the right and privilege of modifying, canceling, amending or altering said easements.

Section 11. Anyone constructing any residence on any lot shall, before or during construction, cause to be constructed a sidewalk continuing across the frontage or frontages of the lot fronting a street or streets. Said sidewalk shall meet the specifications furnished by the Declarant and shall be placed in the location designated by the Declarant. Declarant reserves the right to omit the sidewalk requirement on one side of certain streets as designated by Declarant.

Section 12. Construction of the one family dwelling or residence herein described or the two family dwelling must be commenced or started within two years from the date of the original purchase of the lot from the Declarant. In the event said construction is not so commenced or started, and if this provision is not waived by the Declarant, then the Declarant, its successors or assigns has the right or option to force the current Owner to resell the lot to the Declarant at the price originally paid to the Declarant, and the provision hereof is binding not only on the original purchaser, but also on the assignees, conveyees and grantees of the original purchaser. If the Declarant, its successors or assigns shall exercise the foregoing right or option, said Declarant has the further right, unless said right is waived, to require the then current Owner to furnish and pay up-to-date title insurance for the Declarant in the amount of Declarant's repurchase price.

**ARTICLE III  
ARCHITECTURAL CONTROL  
APPROVAL OF PLANS AND SPECIFICATIONS OR IMPROVEMENTS PERMITTED**

Section 1. No dwelling or residence shall be built on any lot until all plans and specifications for the construction of a dwelling or residence have been submitted to the Committee for its approval and such approval has been obtained. NOTWITHSTANDING ANY OTHER PROVISIONS IN THIS DECLARATION OF RESTRICTIONS, INCLUDING THE ARCHITECTURAL CONTROL

PROVISIONS PROVIDING FOR CERTAIN INSPECTIONS AND APPROVAL, NO SUCH INSPECTION OR APPROVAL SHALL BE DEEMED A WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE FITNESS OR QUALITY OF ANY BUILDING, PLANS, OR SPECIFICATIONS, NOR SHALL THERE BE ANY LIABILITY OF ANY KIND BY THE ASSOCIATION, OR ANY OF ITS MEMBERS OR COMMITTEES TO ANY PERSON OR ENTITY AS A RESULT OF ANY INSPECTION, REVIEW OR APPROVAL PROVIDED FOR HEREIN.

Section 2. The Committee shall consist of three members who shall serve for a term of three years. Initially the said members shall be Lawrence D. Mock, Dean A. Sutherland and Gene Jackson, whose term shall expire three years after the date these Declarations shall be recorded, except that the Committee members shall continue in office until their successors have been appointed. After the initial term has expired, the members of the Committee shall be appointed by the Directors of the Association. A majority of such Committee may designate a single representative to act for it or any individual member of the Committee may designate a representative to act for him. In the event of the death or resignation of any member of the Committee, the remaining members shall have authority to designate a successor to fill such vacancy. Wherever approval of the Committee is required by these Declarations, approval or disapproval shall be issued within 30 days after plans and locations have been submitted to the Committee; and if the Committee shall not have acted within such time, such failure to act shall constitute or be the equivalent of approval of such plans and locations.

Section 3. The Committee, by a majority vote of the Committee members or their duly authorized representatives, may waive any of the covenants and restrictions contained herein to allow any public, recreational or civic facility to be included in the area affected by these covenants and restrictions. Such waiver must be in writing and in an instrument executed and recorded in the County Recorder's office of the County wherein said property is located.

Section 4. This section applies to all lots for one family dwellings. No residence of one story shall be erected having a ground floor enclosed area of less than 1200 square feet. No split-level residence shall be erected having an enclosed living area of less than 1200 square feet on the two main levels combined. No residence of two stories or one and one-half stories shall be erected having less than 864 square feet of enclosed space on the ground level and the combined ground level and second floor level shall have a minimum of 1600 square feet of enclosed space. No residence having the appearance from the front of a two-story residence, including the foundation, with the principal living area on the second floor, shall have less than 1200 square feet of enclosed space on the second floor or principal living area. For purposes of determining any of these required enclosed areas, areas in porches, garages and breezeways shall not be counted. No residence shall have more than three garages, which may be attached or built-in garages.

Section 5. This section applies to all lots for duplexes. No duplex shall be erected having a floor area of less than 1700 square feet of enclosed space, exclusive of porches, garages and breezeways.

Section 6. This section applies to all lots for fourplexes. No fourplex shall be erected having a floor area of less than 3000 square feet of enclosed space, exclusive of porches, garages and breezeways.

Section 7. All driveways shall be poured concrete or asphalt and shall extend to the curb line of the street upon which the premises front, or, if the driveway goes to a side street, then to the curb line on the side street.

Section 8. The Declarant may maintain a small real estate office in the area covered by these Declarations from which to sell lots and homes in the development until all lots owned by Declarant have been sold. No requirements of these Declarations shall apply to such real estate office so long as Declarant shall own any lots covered by these Declarations.

#### **ARTICLE IV SIGNS, BILLBOARDS, AND MISCELLANEOUS PROVISIONS**

Section 1. The construction or placing of signs, billboards or advertising structures of any kind on any lot is prohibited, except the signs normally erected by contractors in connection with construction and one sign advertising the rental or sale of property are permitted, provided the latter sign does not exceed nine square feet in size and further that the Declarant may maintain a large sign or signs pertaining to said development until all lots owned by Declarant have been sold.

Section 2. No tanks for the storage of oil or other fluids may be maintained on any portion of the premises above the surface of the ground.

Section 3. No trash, ashes, or other refuse shall be thrown or dumped upon any of the land covered by these Declarations.

#### **ARTICLE V PROPERTY RIGHTS**

Section 1. Owners' Easements of Enjoyment. Declarant is hereby granted the right, so long as these Declarations remain in effect, from time to time, to alter, diminish and/or increase the Common Area, grant easements and other interests therein, and shall retain title to the same until Declarant shall expressly convey the Common Area to the Association. Following such conveyance, the Association shall acquire the said rights and powers of the Declarant with respect thereto. Subject to such rights in the Declarant and in the Association, every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every lot, further subject to the following provisions:

- (a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Areas;
- (b) no right or easement shall exist as to any Owner unless the lot owned by such Owner shall be subject to this Declaration;
- (c) the right of the Association to suspend the voting rights and right of use of the recreational facilities by an Owner for any period during which any assessment against his lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;
- (d) the right of the Association, after acquiring title, to exercise the power to alter, diminish and/or increase the Common Area or to grant easements or other interests therein, shall require the written authority of 2/3 of each class of the Members which shall be recorded.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the Bylaws of the Association, his right of enjoyment to the Common Area to contract purchasers or tenants who reside on the property.

## **ARTICLE VI ASSOCIATION, MEMBERSHIP AND VOTING RIGHTS**

Section 1. Declarant has caused or will promptly after the execution hereof cause to be formed a not-for-profit corporation under the laws of the State of Missouri, which corporation shall be known as Vista del Verde Community Association. The Articles of Incorporation of the Association shall specify, among the purposes and duties of the Association, the enforcement of all the restrictions, covenants and conditions contained herein, and the maintenance, preservation and improvements of such property, and the keeping and maintaining of Vista del Verde and every part thereof in a clean and sanitary condition, including the removal of weeds and rubbish from vacant property and streets so long as it may lawfully act, and in the transactions of such other businesses as may be permitted by law.

Section 2. Every Owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment. The terms and conditions set forth in this Declaration, which are binding upon owners of all the Properties, and all members of the Association, are not all-inclusive and the members and owners shall, in addition, be subject to the terms and provisions of the Articles of Incorporation and Bylaws of the Association. Members shall not include persons or entities who hold an interest merely as security for the performance of an obligation.

Section 3. The Association shall have two classes of voting membership, as follows:

Class A. Class A members shall be all Owners, with the exception of Blue Valley Ventures, Inc., its successors and assigns. Each Class A member shall be entitled to one vote for each lot owned. When more than one person holds an interest in any such lot, all such persons shall be members. The vote for such lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any lot, except that if separate living units of a duplex or fourplex lot are under separate ownership, the Owner of each living unit shall be entitled to one vote.

Class B. Class B shall be Blue Valley Ventures, Inc. which shall be entitled to four votes for each lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:  
(a) when the total votes outstanding of the Class A membership equal the total votes outstanding of the Class B membership, or  
(b) on July 1, 2005.

## **ARTICLE VII COVENANT FOR MAINTENANCE ASSESSMENTS**

Section 1. Members shall pay to the Association, when formed, dues or assessments, the amounts of which may be fixed by its Bylaws. The Bylaws of the Association shall provide for voting of Owners as set forth above in Article VI.

Except as hereafter provided in this Article, each Owner of any lot in this tract or in the lots in the additional properties which become subject to the jurisdiction of the Association, by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to pay to the Association: (1) regular assessments or charges, and (2) special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as hereafter provided. The regular and special assessments, together with such interest thereon and costs of collection thereof, including reasonable attorneys' fees, as hereafter provided, shall be a charge on the land and shall be a continuing lien upon the lot against which each such assessment is made. Each such assessment, together with such interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

Section 2. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the members of the Association and, in particular, for the improvements and maintenance of the properties, services and facilities devoted to this purpose and related to the use and enjoyment of the Common Area.

Section 3. The amount and time of payment of regular assessments shall be determined by the Board of the Association pursuant to the Articles of Incorporation and Bylaws of the Association after giving due consideration to the current maintenance costs and future needs of the Association. Written notice of the amount of an assessment, regular or special, shall be sent to every Owner, and the due date for the payment of any assessment shall be set forth in said notice.

Section 4. In addition to the regular assessments, the Association may levy in any calendar year, a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the area, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the consent of fifty-one percent (51%) of the votes cast by each of the members.

Section 5. The Association shall, upon demand, furnish to any Owner liable for said assessment a certificate in writing signed by an officer of the Association setting forth whether the regular and special assessments on any specified lot have been paid and the amount of delinquency, if any. A reasonable charge may be made by the Board of the Association for the issuance of these certificates. Such certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 6. The following property subject to this Declaration shall be exempt from the assessments created herein: (1) all properties dedicated to and accepted by a local public authority; and (2) the Common Area. However, no land or improvements devoted to dwelling use shall be exempt from said assessments, except as provided in Article VII, Section 7.

Section 7. All lots owned by Blue Valley Ventures, Inc., shall be exempt from assessment.



Section 8. At the option of the Declarant, as additional plats are filed for Vista del Verde, the Owners of the lots in said plats on acceptance will become eligible for membership in the Association and will be bound by the same terms and conditions of the covenants and restrictions herein declared.

## **SECTION VIII EFFECT OF NON-PAYMENT OF ASSESSMENTS OR LIENS REMEDIES OF THE ASSOCIATION**

The Association, Declarant and any Owner or the successor in interest of any Owner, shall have the right to enforce by proceedings at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration or any amendment thereto, including the right to prevent the violation of such restrictions, conditions, covenants, or reservations and the right to recover damages or other dues for such violations; provided, however, that with respect to assessment liens, the Association shall have the exclusive right to the enforcement thereof. Failure by the Association or by any Owner to enforce any covenant, condition, or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. If the Association shall bring any such suit to enforce any covenant, condition, restriction or reservation created or granted hereunder or pursuant hereto and if any Owner shall be party to such suit and take a position contrary to that of the Association, and if the Association shall prevail or the suit shall be dismissed, then the court costs and the Association's reasonable attorneys' fees shall become a lien upon any such Owner's property, but shall not limit any other remedies against such Owner as the Association might have.

## **ARTICLE IX GENERAL PROVISIONS**

Section 1. Severability. If any covenant or condition or restriction here above contained, or any portion thereof, is invalid or void, invalidity or voidness shall in no way affect any other covenant, condition or restriction which shall remain in full force and effect.

Section 2. Amendment. This Declaration of Covenants, Conditions and Restrictions may be amended only by the affirmative consent or vote of not less than seventy-five percent (75%) of each class of members, and, further, this amendment provision shall not be amended to allow amendments by the assent or vote of less than seventy-five percent (75%) of each class of members.

Section 3. Annexation. Additional residential property may be added to the area covered by this Declaration upon approval of the Board of the Association.

Section 4. Filing of Liens. Any lien permitted or created by this Declaration may be filed of record.

Section 5. Effect on Other Liens. No breach of the covenants, conditions or restrictions herein contained, nor the enforcement of any lien provisions herein, shall defeat or render invalid the lien of any Deed of Trust made in good faith and for value, but all of said covenants, conditions

and restrictions shall be binding upon and effective against any Owner whose title is derived through foreclosure or trustee's sale, or otherwise.

**IN WITNESS WHEREOF**, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 15th day of August, 1985.

BLUE VALLEY VENTURES, INC.,  
A Missouri Corporation