

**DECLARATION OF
GRANTOR: RESTRICTIONS AND PROTECTIVE COVENANTS FOR
GRANTEE: REGENCY HEIGHTS SEVENTH PLAT
LOTS 164-197**

THIS DECLARATION, made this _____ day of _____ by **BLUE SKY DEVELOPMENT LLC**, A Missouri Limited Liability company, the owner of the property hereinafter described, located in **REGENCY HEIGHTS SEVENTH PLAT, 164 THRU 197**, a subdivision in Independence, Jackson County, Missouri, according to the recorded plat thereof.

WITNESSETH:

WHEREAS, REGENCY HEIGHTS DEVELOPERS, has caused a plat of land hereafter described to be recorded in the office of the Recorder of Deeds in Jackson County, Missouri, at Independence, as Document I-200210097281, in Plat Book 73 at page 32; and

WHEREAS, BLUE SKY DEVELOPMENT LLC, is now the Owner of all the following described real property, to-wit:

Known as Regency Heights Seventh Plat, Lots 164-197, a subdivision of land in Independence, Jackson County, Missouri according to the Recorded Plat thereof,

and now desires to place certain protective restrictions, reservations, liens and charges on all of said property, for the use and benefit of the present Owner, and for its future grantees, heirs, successors and assigns;

WHEREAS, BLUE SKY DEVELOPMENT LLC intends to improve and develop the property herein restricted into a residential subdivision of single-family homes; and

WHEREAS, BLUE SKY DEVELOPMENT LLC desires to provide for the preservation of the values and amenities in said residential subdivision to be developed in the aforesaid area and for the maintenance of the property and improvements thereon, and to this end, desire to subject the real property described herein, together with any additions as may hereafter be made thereto to the covenants, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of said property and each Owner thereof; and

WHEREAS, BLUE SKY DEVELOPMENT LLC has deemed it desirable for the efficient preservation of the environment and values in said property to create an agency to which should be delegated and assigned the powers of, maintaining and landscaping the retention basin, public right-of-way, landscaping of common areas, and other maintenance and improvements for the common benefit of the property owners of the subdivision and for the common benefit of such other lands as may later become subject to these restrictions; and

WHEREAS BLUE SKY DEVELOPMENT LLC has caused to be incorporated under the laws of the State of Missouri, a Not For Profit Corporation, being **REGENCY HEIGHTS HOMEOWNERS ASSOCIATION** for the purpose of exercising the functions as aforesaid, as hereinafter set forth;

NOW, THEREFORE, BLUE SKY DEVELOPMENT LLC declares that the real property described in Article I, and such additions thereto as may hereafter be made pursuant to Article I hereof, are and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, (sometimes referred to as "covenants and restrictions") hereinafter set forth.

Article I
Property Subject To This Declaration

Section 1. The Property. The real property which is subject, and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is described as follows:

Regency Heights seventh plat, a subdivision of land in Independence, Jackson County, Missouri, according to the recorded plat thereof,

all of which real property shall hereinafter be referred to as "existing property."

ARTICLE II DEFINITIONS

The following words when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

(a) "**Association**" shall mean and refer to the **REGENCY HEIGHTS HOMEOWNERS ASSOCIATION**, A Missouri Not For Profit Corporation, its successors and assigns.

(b) "**Common Area**" shall mean the retention basin; public right-of-way and such other lands as may later become subject to these restrictions that are for the common use and benefit of the members of the Association.

(c) "**Corner Lot**" shall be deemed to mean any lot as platted or any tract of land as conveyed having more than one street continuous to it. The street upon which the lot or part thereof fronts, as shown on the plat, shall be deemed to be the front street, and any other street contiguous to such corner lot shall be deemed a side street. Houses on corner lots may be set diagonally thereon.

(d) "**Developer**" shall mean **BLUE SKY DEVELOPMENT LLC**, its successors and assigns.

(e) "**Dwelling**" shall mean and refer to any portion of a building situated upon the properties designed and intended for use and occupancy as a residence by a single family.

(f) "**Front Building Line**" shall be deemed to be that line parallel to the front street as shown on the recorded plat as above-described.

(g) "**Lot**" shall mean either (1) any lot as shown on the above-described plat, or (2) any tract or tracts of land as conveyed, consisting of one or more lots or part or parts of one or more lots as platted, upon which a residence may be erected in accordance with the restrictions hereinafter established, or as established in individual deeds from **BLUE SKY DEVELOPMENT LLC**, or from its successors and assigns.

(h) "**Maintenance**" shall mean the exercise of reasonable care to keep the retention basin, public right-of-way, landscaping of common areas, and other maintenance and improvements for the common benefit of the property owners of the subdivision and for the common benefit of such other lands as may later become subject to these restrictions, in a condition comparable to its original finished condition and suitable to perform its intended function.

(i) "**Member**" shall mean and refer to every person or entity who holds membership in the Association and who have complied with the By-Laws of the Association as provided under the terms of the Association By-Laws.

(j) "**Owner**" shall mean and refer to the record Owner, whether one or more persons or entities, of the merchantable fee simple title to any Lot situated upon the properties, including contract seller, but notwithstanding any applicable theory of the mortgage, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure and excluding the Association.

(k) "**Property**" shall mean and refer to that certain real property herein before described, within jurisdiction of the Association, and these restrictions, as hereinafter provided.

(l) "**Regency Heights**" shall mean **REGENCY HEIGHTS SEVENTH PLAT, LOTS 164 THRU 197**, described herein and shall include any land added to these restrictions as hereinafter provided.

(m) "**Street**" shall mean any street, road or drive which is shown on the above-described **REGENCY HEIGHTS SEVENTH PLAT, LOTS 164-197**, or any subsequent plat thereof.

(n) "**Subdivision**" shall mean and refer to all of the lots and property shown on the recorded plat of **REGENCY HEIGHTS SEVENTH PLAT, LOTS 164-197**, recorded on the 28th day of October, 2002, at 2:41:15 P.M., as Document I - 200210097281.

(o) **BLUE SKY DEVELOPMENT LLC** shall mean and refer to **BLUE SKY DEVELOPMENT LLC**, a Missouri Limited Liability Company, its successors and assigns.

ARTICLE III

Association membership

All subsequent Owners of lots located in **REGENCY HEIGHTS SEVENTH PLAT, LOTS 164-197** shall automatically become members of the Association and ownership of such Lot shall be the sole qualification for membership, subject to all rules, regulations and assessments, if any, of said Association, and the rules, regulations and assessments, if any, promulgated by vote of the members of the Association at the first meeting thereof, provided however, that the initial assessment shall be levied per Lot in the amount of

Two hundred fifty and No/100s Dollars (\$250.00) per annum, payable May 1 and on the 1st day of May each year thereafter, and in the event the actual expenses of maintaining and landscaping the retention basin, public right-of-way, landscaping of common areas, and other maintenance and improvements for the common benefit of the property owners of the subdivision and for the common benefit of such other lands as may later become subject to these restrictions, improvements, real estate taxes and electricity, and other association expenses, should exceed the initial assessment then each Owner shall pay the Association their pro-rata share of any such increase after receiving written verification of the actual increase in expense. Owners of more than one of the lots in **REGENCY HEIGHTS SEVENTH PLAT, lots 164-197**, shall be assessed for each of those Lots. The annual assessment can be changed by the Association as is from time to time deemed necessary as provided in the By-Laws of the Association. It shall be the duty of the Association to faithfully comply with each and every requirement that **BLUE SKY DEVELOPMENT LLC** has set forth in these restrictions. There shall be no assessment against Lots that are owned by **BLUE SKY DEVELOPMENT LLC** as undeveloped Lots. Lots owned by **BLUE SKY DEVELOPMENT LLC**, its successors or assigns, shall become subject to assessment at such time as a Lot is sold by **BLUE SKY DEVELOPMENT LLC**, its successors or assigns, to any person or entity for investment or development.

ARTICLE IV Voting Rights

There shall be one vote for each Lot, except for the lots owned by **BLUE SKY DEVELOPMENT LLC** There shall be two (2) votes for each lot owned by **BLUE SKY DEVELOPMENT LLC** When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot that is not owned by **BLUE SKY DEVELOPMENT LLC**.

ARTICLE V Powers and Duties

The Association shall have the following powers:

- 1. To maintain and landscape the retention basin, public right-of-way, landscaping of common areas, and other maintenance and improvements for the common benefit of the property owners of the subdivision and for the common benefit of such other lands as may later become subject to these restrictions.**

2. **To make and collect assessments for the maintenance of the common areas as provided in the Articles of Incorporation and By-Laws of REGENCY HEIGHTS HOMEOWNERS ASSOCIATION.**

3. **Such other powers as are provided in the Articles of incorporation and By-Laws of REGENCY HEIGHTS HOMEOWNERS ASSOCIATION.**

ARTICLE VI
Covenant for Maintenance Assessments

The maintenance costs of the retention basin, public right-of-way, landscaping of common areas, and other maintenance and improvements for the common benefit of the property owners of the subdivision and for the common benefit of such other lands as may later become subject to these restrictions will be shared by Association members. Each Lot Owner will share in such costs by paying a pro-rata share of the costs.

In the event that any owner fails to pay an assessment for maintenance and/or improvement for landscaping of common areas, and other maintenance and improvements for the common benefit of the property owners of the subdivision and for the common benefit of such other lands as may later become subject to assessment shall become a lien against the land and properties owned by such Owner in **REGENCY HEIGHTS**, and shall bear interest at the highest lawful rate, and in the event an attorney is retained by the Developer and/or Association, their successors or assigns, to collect said assessment, such Owner shall pay reasonable attorney's fees and costs incurred by the Developer and/or Association.

ARTICLE VII
Use Restrictions

Section 1. Use of Lots. None of the Lots referred to in Section 1 hereof shall be used or occupied for other than single family residence purposes. Any residence erected or maintained on any of said Lots shall be designed for occupancy by a single family. No business outbuilding shall be erected, nor business of any nature conducted on the land herein described, nor shall anything be done thereon which may be or become a nuisance to the neighborhood, PROVIDED, ALWAYS, HOWEVER, that the Developer, Builders and Real Estate Sales Companies, shall have the right to maintain residential real estate sales offices or model homes upon any of the herein restricted lots owned by it for the purposes of promoting, advertising for sale, showing and selling lots or homes either improved or unimproved, within **REGENCY HEIGHTS SEVENTH PLAT, LOTS 164 THRU 197.**

Section 2. Frontage of Residences on Streets. Any residence erected wholly or partially on a lot which is not a corner lot shall front on the front building line. Any residence erected on a corner lot shall front on the front building line and shall present a good appearance on the side building line as shown on said plat; provided, however, that any residence erected on a corner lot may, be set diagonally thereon. However, a residence or part of any residence may be located on any Lot farther than the building line shown upon said plat with the written consent of the Developer, or the Architectural Review Board, as applicable.

Section 3. Ground Frontage Required. No dwelling may be erected upon any lot herein described except upon a lot or lots or part or parts thereof with a street frontage of not less than the number of feet as shown on the recorded plat; provided that the Developer shall have and does hereby reserve the right in sale and conveyance of any of the lots bound by these restrictions to reduce the required frontage to be used with any residence on any lot, and the Developer may, at any time thereafter, with the consent in writing of the then record owner of the fee simple title to any such lot, change any required frontage herein specified or established by the conveyance of said lot; however, no change may be made at any time that will reduce the required frontage of land to be used and maintained with any residence erected thereon more than ten (10) feet below the minimum number of feet required for such residences as set forth above. No change will be made unless it is in compliance with applicable law.

Section 4. Setback of Residences from Street and Side Lines. No part of any residence, except fireplace chimneys, porches, driveways and walks, may be erected or maintained on any of said lots nearer to the front street or the side street than the front building line or the side building line, respectively, as shown on the plat of **REGENCY HEIGHTS SEVENTH PLAT, LOTS 164 THRU 197** or any subsequent plat of Regency Heights. No part of any residence, except as provided in Section 11 dealing with fences, may be erected closer to the side lines of any lot than is allowed by the zoning ordinances of the **CITY OF INDEPENDENCE, MISSOURI**.

PROVIDED, HOWEVER, that the Developer may at any time hereafter with the consent in writing of the then record owner of the fee simple title to any such lot, change any building line that is shown on said plat. Provided further, that no change shall be made at any time which will permit the erection or maintenance of any residence on any lot more than five (5) feet nearer to the side street than is the front building line or the side building line as shown on said plat, or that is not in compliance with the zoning ordinances of the **CITY OF INDEPENDENCE, MISSOURI**.

Section 5. Height of Residences. No residence erected on any of the lots hereby restricted may exceed two and one-half (2½) stories, nor be less than one full story in height without written permission of the Developer.

Section 6. Required Size of Residences. Any single-family residence erected on any of the lots hereby restricted shall contain a minimum of 1,400 square feet of total enclosed floor area. No split-level residence shall be erected having a living area of less than 1,400 square feet on the two main levels; provided, however, such dwellings shall contain a minimum of 1,100 square feet of enclosed floor area on the first level above ground level. No residence with one and a fraction stories above ground level shall be erected having less than 1,100 square feet of enclosed floor area on the first level above ground level, but in no event shall contain less than 1,400 square feet of total enclosed floor area on both levels. No residence of two (2) full stories above ground level shall be erected having less than 900 square feet on the first level above ground level and an overall minimum of 1,400 square feet of enclosed floor area combined on the two (2) levels above ground. Developer reserves the absolute and uncontestable right to determine the square footage of any residence for purposes of determining whether or not the minimum requirements hereunder are met.

Section 7. Approval of Design and Location

Purpose. The purpose of the provisions contained in Section 7 is to regulate the exterior design, appearance, use, location and maintenance of any improvements erected, installed or made to the Property in such manner as to preserve and enhance the values thereof and to maintain a harmonious relationship among structures and the natural vegetation and topography, and further to assure compliance with all the restrictions contained herein.

No building or other structure shall be erected, placed or altered on any building plot in this subdivision until the building plans, grading plans, specifications, plot plan and other information required herein showing the location of such building have been approved in writing as to conformity and harmony of external design with existing structures in the subdivision, and as to location of the building with respect to topography and finished ground elevation by the Developer or its successor. The rights to approve plans as aforesaid shall be vested in an "**ARCHITECTURAL REVIEW BOARD**" which is hereby declared to be **BLUE SKY DEVELOPMENT LLC**, so long as **BLUE SKY DEVELOPMENT LLC** continues to own any Lot within the Property, except as otherwise expressly provided in this Declaration. No building, fence, wall, residence, or other structure shall be commenced, erected, maintained, improved, altered, made or done without the prior written consent of **BLUE SKY DEVELOPMENT LLC**, so long as **BLUE SKY DEVELOPMENT LLC** continues to own any Lot within the Property, except as otherwise expressly provided in this Declaration. No application for approval of any of the foregoing shall be deemed to have been submitted unless and until detailed plans and specifications showing the plans for excavation and the nature, kind, shape, height, color, materials, location and elevation of same shall have been submitted in writing to **BLUE SKY DEVELOPMENT LLC**, or its successors and assigns.

ARCHITECTURAL REVIEW BOARD. Once **BLUE SKY DEVELOPMENT LLC** no longer owns any Lot within the property, or at such earlier time and to such extent as **BLUE SKY DEVELOPMENT LLC** shall then determine, an **ARCHITECTURAL REVIEW BOARD** shall be established by the Owners. The Owners shall appoint the **ARCHITECTURAL REVIEW BOARD** and the **ARCHITECTURAL REVIEW BOARD** shall then have the same authority to implement this section as did **BLUE SKY DEVELOPMENT LLC**. The Owners, by a majority vote shall have the authority to establish the number of members of the **ARCHITECTURAL REVIEW BOARD** and the procedures and under which the **ARCHITECTURAL REVIEW BOARD** shall function.

Upon any such request for approval the party requesting such approval shall submit simultaneously with said request the following documentation:

- (a) **Four (4) exterior elevations delineating front elevation, back elevation, and both side elevations and a grading plan.**
- (b) **A site plan of the house as it will sit on the lot.**
- (c) **Floor plan.**
- (d) **A list of all exterior material to be used which will include roof, masonry, siding and windows.**
- (e) **A landscape plan showing proposed planting for the yard.**
- (f) **A schedule and sample of exterior colors to be used.**

The documentation listed above is intended only as a minimum requirement and the **ARCHITECTURAL REVIEW BOARD** shall be free to request any and all other documentation that said Board in its sole discretion deems necessary. All such documentation shall be submitted in duplicate and shall be signed by the party requesting its approval.

In the event said Board, or its designated representative, fails to approve or disapprove such design and location within sixty (60) days after said plans and specifications have been submitted to it, such approval will not be required and this covenant will be deemed to have been fully complied with. Neither the **BLUE SKY DEVELOPMENT LLC** nor its successors as the **ARCHITECTURAL REVIEW BOARD**, nor its designated representative, shall be entitled to any compensation for services performed pursuant to this covenant.

Anything in this Declaration of Restrictions to the contrary notwithstanding, the **BLUE SKY DEVELOPMENT LLC**, 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, except as it may be restricted in the making of such determination by other provisions herein and the relocation of the top of the foundation thereof to the street level.

Section 8. Exterior Appearance. Thirty percent (30%) of house front is required to be brick, stone or stucco, with the exception of true colonials.

All roof pitches must be at least a 7/12 and have at least one roof break in front elevation (or be approved by Developer). Shingles to be a 30-year composition, timberline, or equivalent and Weathered Gray in color or be approved by Developer.

All paint to be earth tone colors or approved by Developer before painting.

No building shall be permitted to stand with its exterior in an unfinished condition for longer than nine (9) months after the commencement of construction. In the event of fire, windstorm or other damage, the exterior of no building shall be permitted to remain in a damaged condition for longer than three (3) months. No air conditioning apparatus, greenhouse, or unsightly projection shall be attached or affixed to the front of any residence. No complete building shall be permitted to stand with its exterior finish of paint, stain and/or finish in an unsightly or deteriorated condition for more than thirty (30) days after written notice of such unsightly or deteriorated condition from the **ARCHITECTURAL REVIEW BOARD**. The determination that such condition is unsightly or deteriorated shall be in the sole discretion and judgment of the **ARCHITECTURAL REVIEW BOARD** and such determination shall be binding on the owner. Any owner of a structure in violation of this section may, in the discretion of the **ARCHITECTURAL REVIEW BOARD**, be assessed a fine of from ONE DOLLAR (\$1.00) TO FIVE HUNDRED DOLLARS (\$500.00) per day for every day the violation continues.

The fine provided for herein, if not paid when due by said owner, shall become a lien upon the real estate upon which the structure in violation of this section is located, **PROVIDED, HOWEVER**, that such lien shall be inferior and subordinate to the lien of any valid first mortgage now existing or which may hereafter be placed upon said real estate. Said fines shall be due thirty (30) days from the date of notification of the then record owner of any lot upon which the violation occurs, and if not paid within said thirty (30) day period, shall bear interest at an interest rate selected by the **ARCHITECTURAL REVIEW BOARD** not to exceed the highest lawful rate until paid. Any such interest accruing shall also be a lien upon the real estate and all such liens may be enforced by the Association in any court having jurisdiction of suit for the enforcement of such liens.

Section 9. Sodding of Yards. At the time of construction of each residential structure, the owner of each of the lots shall landscape the portion thereof between the

street and the front building line to the same standard as that generally prevailing throughout the subdivision. All lawns shall be sodded prior to occupancy.

Section 10. Fences. Chain link or those of equal nature are prohibited. No fence of any kind or description shall be erected on any lot unless and until the location, height and material to be used have been approved in writing by the Developer, or such persons or entity as the Developer may designate in writing. Any person desiring to construct a fence on any lot shall submit to the Developer (or designee), a written request for permission to construct a fence. The request shall state the name and address of the owner of the lot on which the proposed fence is to be constructed, and the location, height and materials to be used in constructing the fence. The Developer (or designee) shall, within thirty (30) days after the date on which such request is received, give the owner of the property its written approval or disapproval of the request. In the event that Developer (or designee) shall fail to give such written approval or disapproval within such thirty-day-period, then permission to construct the fence described in the notice shall be deemed to have been granted. It is expressly provided, however, that no fence to be constructed along the boundary line of any lot shall exceed six (6) feet in height and provided, further, that all fences on lots in this subdivision bordering on Jackson Drive shall be of the same material and of the same height and uniform in all other respects.

Section 11. Swimming Pools. Only in-ground Swimming Pools are accepted and must be placed to the rear of residential structure. The Developer must approve drawings before installation. Enclosure fencing is required per City Code.

Section 12. Location of Utilities - Connections. The Developer shall have and does hereby reserve the right to locate, erect, construct, maintain and use, or authorize the location, erection, construction, maintenance and use of, drains, sanitary and storm sewers, gas and water mains and lines, telephone and electric lines, and other utilities, and to give or grant right-of-way, or easements therefor over and upon any part of said land reserved for utility easements on the recorded plat. No connection of any kind shall be made to any sewer line without prior inspection and approval by the **CITY OF INDEPENDENCE**, and all storm and sanitary sewer construction and connections shall conform to the then current rules and regulations of the sewer district within which the subdivision lies.

Section 13. Temporary and Outbuildings Prohibited. No outbuilding or other detached structure appurtenant to a residence may be erected on any of said lots without the written consent of the Developer, or such persons or entity as the Developer may designate in writing. Nor may any temporary or incomplete building, nor any automotive equipment, trailer, garage or appurtenance incident to a family dwelling be erected, maintained or used for residential purposes, either temporarily or permanently.

Section 14. Livestock or Poultry Prohibited. No livestock, poultry, or pigeons may be kept or maintained on any of said lots, provided however, that there may be maintained upon any one lot at any time no more than one (1) dog and one (1) cat over twelve (12) weeks of age.

Section 15. Signs and Billboards Prohibited. No signs, billboards advertisements, or advertising structures of any kind may be erected or maintained on any of said lots without the consent in writing of the Developer; provided, however, that not more than one advertising sign may be erected and maintained on each lot or tract sold and conveyed. Such advertising sign shall not be more than four (4) square feet in size and it may be used for the sole and exclusive purpose of advertising for sale the house or tract upon which it is erected.

Section 16. Storage Tanks Prohibited. No tanks for the storage of fuel may be maintained on any of the lots hereby restricted.

Section 17. Automobile Repair and Storage of Automobiles, Trailers, etc. There shall be no automobile repair conducted on any of the lots bound by these restrictions. No automobile trailers, campers, recreation vehicles, mobile homes, or boats shall be stored or kept outside of any residence constructed on the lots subject to these restrictions. Storage units, PODs and roll off dumpsters are limited to 30 days of use. All vehicles will be restricted to streets and driveways at all times.

Section 18. Outside Antenna and Lights. No television or radio antenna, satellite dish or other aerial shall be placed on the exterior of any structure or constructed separately, except that antennas or aerials may be installed at the rear of the house and may not exceed in height the normal peak of the roof, without the consent of the Developer or his designated successor. No lights or other illumination shall be higher than the house, without the consent of the Developer.

Section 19. Nuisances. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done on any lot which is or may become an annoyance or nuisance to the neighborhood. No business or profession of any nature shall be conducted on the land described herein.

Section 20. Solar Panels Prohibited. Any residence may be constructed in such a way that is passive solar. Any active solar panels are prohibited.

Section 21. Septic/Sewage Facilities. No outside toilet or privy shall be erected or maintained in said subdivision. Septic, sewage and/or waste disposal systems on each Lot must conform to the regulations and standards of the **CITY OF INDEPENDENCE**.

Section 22. Prevention of Nuisances. No lot or any building thereon shall be maintained or neglected in such a manner as to create a nuisance. Furthermore, no discharging of firearms, loud, obnoxious or other offensive activity shall be permitted on any Lot, nor within the subdivision, nor shall anything be done thereon which shall be, or become, an annoyance or nuisance to the subdivision, and the Developer, its successors and assigns, shall determine, in its sole discretion, what constitutes noxious or offensive activity, and said determination shall be complete and final. **Failure of any Owner to maintain any Lot, Dwelling or outbuilding in a tidy manner will result in maintenance of the Lot, Dwelling or outbuilding by the Association for which all charges will be levied against the property Owner.** All such charges shall be liens against the land and real property owned by such Owner in the subdivision. **BLUE SKY DEVELOPMENT LLC** shall maintain records documenting all such charges.

Section 23. Subdivision of Lots. No Lot Owner shall have the right to divide or subdivide a Lot unless consent in writing is first given by Developer and placed of record in the office of the Recorder of Deeds of Jackson County, Missouri duly executed and recorded.

Section 24. Storage of Construction Materials. No construction material or equipment or similar materials shall be permitted to be stored upon any Lot, except temporarily for the construction of the improvements to be made on said Lot.

Section 25. Trash and Garbage. Each Lot Owner or Owners must assume responsibility for and remove his, her or their garbage and trash. No garbage, trash, grass clippings, tree limbs ashes or stumps or other unsightly debris is to be left, allowed to remain, or dumped on any Lot.

Section 26. Right to Enforce. The restrictions herein set forth shall run with the land and bind the present owner and its successors and assigns, and all subsequent owners of the land herein described and all parties agree and covenant with the owner of the lots hereby restricted, and with its successors, assigns and grantees, to conform to and observe said restrictions as to the use of said lots and the construction of improvements thereon, but no restrictions herein set forth shall be personally binding on any corporations, person or persons, except in respect to breaches committed during its, his or their seisin of, or title to said land. The Developer, Association and the owner or owners shall have the right to enforce these Restrictions, including the right to sue for and obtain an injunction, prohibitive or mandatory, to prevent the breach of or enforce the observance of the restrictions above set forth, in addition to ordinary legal actions for damages and for recovery of reasonable attorney's fees incurred in such proceedings; and the failure of the Developer, the Association or any owner or owners from time to time of any lot or lots in this subdivision, to enforce any of the restrictions herein set forth at the time of its violation shall in no event be deemed to be a waiver of the right to do so thereafter.

Section 27. Effect of Invalidity of a Portion of this Declaration. Invalidation of any one or more of the foregoing restrictions or covenants by judgment or court order shall in no manner affect any of the other provisions herein, and all such other provisions shall remain in full force and effect.

Section 28. Right to Assign. The Developer may, by appropriate agreement made expressly for that purpose, or by means of express words to that effect, contained in a deed to any lots restricted hereby, assign or convey to any person or corporation of all of the rights, reservations and privileges herein reserved by it in respect to all or any part of said lots, and upon such assignment or conveyance being made, its assigns or grantees may at their option exercise, transfer or assign these rights, or any one or more of them, at any time or times, in the same way and manner as though directly reserved by them, in this instrument.

Section 29. Addition of Other Land. The Developer shall have, and expressly reserves, the right from time to time to add such other land as it may now own or hereafter acquire, to the operation of the provisions of this Declaration of Restrictions, by executing and acknowledging any appropriate agreement or agreements for that purpose and filing the same for record in the office of the Recorder of Deeds in Jackson County, Missouri. When any other land is so subjected to the provisions hereof, whether the same consists of one or more tracts or whether said additions shall be made at one or more times, said land so added shall be subject to all of the terms and provisions hereof, in the same manner and with like effect as though the same had been originally described herein and subjected to the provisions hereof.

Section 30. Mortgage Protection. Notwithstanding any other provision of these restrictions, no amendment of these Restrictions shall operate to defeat and render invalid the rights of the Beneficiary under any first Deed of Trust upon a lot made in good faith and for value, and recorded prior to the recordation of such amendment, provided that after the foreclosure of any such first Deed of Trust such lot shall remain subject to these restrictions as amended.

Section 31. Failure to Enforce. The failure to enforce any of the restrictions herein set forth at the time of any violation thereof shall in no event be deemed a waiver of the right to do so thereafter.

Section 32. Duration of Restrictions. The conditions, reservations, restrictions and easements set forth in this document shall continue to be binding perpetually, provided however, that the Owners of two-thirds (2/3) of the lots covered by these restrictions may terminate such restrictions, reservations, easements and conditions in whole or in part, or may at any time hereafter by an instrument duly signed and recorded by them in the office of the Recorder of Deeds of Jackson County, Missouri, at

Independence, impose new and additional restrictions, reservations, conditions and easements or remove, modify or change the existing restrictions, reservations, conditions and easements which shall thereafter govern any or all of the lots subject to these restrictions.

Section 33. Amendment or Modification of Restrictions. The covenants, agreements, conditions, reservations, restrictions, and charges created and established herein for the benefit of **REGENCY HEIGHTS SEVENTH PLAT, LOTS 164 THRU 197**, and each lot therein, may be amended or modified with the written consent of the owners of two-thirds (2/3) of the lots in **REGENCY HEIGHTS SEVENTH PLAT, LOTS 164 THRU 197**. No such amendment or modification shall be effective until the proper instrument in writing shall be executed and recorded in the office of the Recorder of Deeds for the County of Jackson, State of Missouri and **PROVIDED, FURTHER**, no such amendment or modification shall affect the private open space or common properties without the duly acknowledged written consent of the **CITY OF INDEPENDENCE, MISSOURI, PROVIDED, FURTHER**, no such amendment or modification shall be effective without the written consent of the **Developer** Said written consent of the Developer shall be required until the Developer has sold all lots in **REGENCY HEIGHTS SEVENTH PLAT, LOTS 164-197** or waived its rights under this paragraph, whichever shall first occur.

Section 34. Notices. Any notice required to be sent to any Owner under the provision of this Declaration shall be deemed to have been properly sent when mailed, postpaid to the last known address of the person who appears as Owner on the records at the time of such mailing.

Section 35. Language Variation. The use of pronouns or of singular or plural as used herein shall be deemed to be changed as necessary to conform to actual facts.

Section 36. There shall be no **RENTAL** property homes constructed, owned or sold to any corporation or LLC within any and all plats of the **REGENCY HEIGHTS HOMEOWNERS ASSOCIATION**.

Section 37. No privately owned properties or existing corporation or LLC owned rental properties homes will be sold or resold for the intent to be used as rental properties. Including but not limited to lots numbers, 242, 247, and lot number 248. These existing rental properties **WILL NOT** be sold to corporations, LLCs or any private individuals to be used as **RENTAL** properties.

IN WITNESS WHEREOF, I have executed this Declaration of Covenants, Conditions and Restrictions as the duly authorized act of **BLUE SKY DEVELOPMENT, LLC**, the day and year first above written.

BLUE SKY DEVELOPMENT LLC
A Missouri Limited Liability Company

Gordon S. Buboltz, Managing Member

Jeffrey L. Wilke, Member

STATE OF MISSOURI)
) **ss.**
COUNTY OF JACKSON)

In the State of Missouri, County of Jackson, on this _____ day of _____, before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____ to me, known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same in his capacity as managing member of **BLUE SKY DEVELOPMENT LLC**, a Missouri Limited Liability Company, as the duly authorized act and deed of **BLUE SKY DEVELOPMENT LLC**.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at my office in Jackson County, Missouri, the day and year last above written.

NOTARY PUBLIC

My commission expires: