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Document Title : Declaration of Covenants, Conditions and Restriction and Easements

Document dated 7th day of FEB. 2024

Grantor's Name Eagles Creek III LLC

Granters lots 1-33 Eagles Creek Phase 1

Legal Description See Exhibit A

DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS and Easements of Eagles Creek

This declaration ("Declaration") is made this 7th day of FEB., 2024 by Eagle Creek III LLC ("Company").

RECITALS

A. The Company owns a tract of land, located in Jackson County, Missouri, legally described on **Exhibit A**, hereto, (the "Property"). The Property consists of Lots 1 through 33, EAGLES CREEK, a subdivision of land located in the city of Blue Springs, Jackson County, Missouri, according to the recorded plat thereof, along with the Detention basin Open Space Tract "A", Tract "B," and Open Space Tract "C," which are shown as part of

the subdivision plat entitled Eagles Creek, 1st Plat, Lots 1 -33 Final Plat (the "Plat"). A copy of the Plat of Eagles Creek, which is incorporated herein by this reference, is recorded in the Jackson County Recorder of Deeds office at Book ____ and Page ____.

B. The Company desires to subject the Property, including the lots shown in the Plat known as Lots 1 through 33, and ALL lots in Eagles Creek that are to be annexed, incorporated, and recorded later (the "Lots"), except Lots 8 and 9 (which are not subject to these Declaration of Restrictions), to the covenants, conditions and restrictions set forth below which are for the purposes of protecting the value and desirability of the Property and the Lots, and are for the purpose of distributing among the Lot Owners the cost of maintaining and operating the Common Areas located within the Property, and any improvements constructed on the Common Areas.

C. The Company declares that the Property, including the Lots, shall be held, sold and conveyed subject to the General Restrictions, all as set forth below.

ARTICLE I DEFINITIONS

1. "Association" means the Eagles Creek Homeowners Association. For notification purposes, the Association may be reached via email at: _____, or by telephone at the phone number provided by the Association.
2. "Association Board" means the Board of Directors of the Association.
3. "Common Area" means those areas of land, designated on the recorded subdivision plats of the Property as "open space," "Pool and Playground," and/or "Detention Basin Open Space," any entrances, monuments, berms, street islands, and other similar ornamental areas and related utilities, lights, sprinkler systems and landscaping constructed or installed by or for the Company

or the Association at or near the entrance of any street or along any street, any easements related thereto, all landscape easements that may be granted to the Company and/or the Association, intended to be owned by the Association for the use, benefit and enjoyment of all owners within the Subdivision, and all other similar areas and places, together with all improvements thereon and thereto, the use, benefit or enjoyment of which is intended for all of the owners within the Subdivision. All such Common Areas are titled to the Eagles Creek Homeowner's Association. This all so includes off sight sewer and water that had to be ran to the project.

4. "Company" means Eagle Creek III LLC, and any successor or assign thereof to whom the Company shall convey or otherwise transfer all of the rights, title and interest in the Property then owned by it, and to whom the Company shall expressly transfer and assign all of its rights, title and interest under this Declaration, or any amendment or modification of this Declaration.

5. "Owner" means the record owner(s) of title to any Lot, including the Company, and for purposes of all obligations of the Owner hereunder, shall include, where appropriate, all family members and tenants of such Owner and all their guests and invitees.

6. "Property" means Lots 1 through 33, excepts Lots 8 and 9, and all of the land shown on the Plat as any such additional land as may be subjected to this Declaration under the provisions of Article II below.

7. "Declaration" means this instrument, as the same may be amended, supplemented or modified from time to time.

8. "Lot" means any lot as shown as a separate lot on any recorded plat or all or part of the Subdivision; provided, however, that if an Owner, other than the Company, owns adjacent lots (or parts thereof) upon which only one residence has been, is being, or will be erected, then such adjacent property under common ownership shall be deemed to constitute only one "Lot."

9. "Subdivision" means all the above-described lots in Eagles Creek, all Common Areas, and all additional property which hereafter may be made subject to this Declaration in the manner provided herein.

10. "Unit Owner" means any owner of any lot that has a house unit or home constructed upon it that has been granted by the granting authority any final certificate of occupancy. The Company, or any successor in interest that has been assigned the rights conferred to the Company, is excluded from the definition of Unit Owner, unless and until any successor to the Company purchases a Lot and moves into completed housing unit as their primary residence.

11. "Turnover Date" means the earlier of: (i) the date as of which ninety-five (95%) of all of the Lots in the Subdivision (as then contemplated by the Company) have been sold by the Company and the residences have been constructed thereon, or (ii) the date the Company, in its absolute discretion, selects as the Turnover Date for all or any specific portion of this Declaration.

ARTICLE II
PROPERTY SUBJECT TO THIS DECLARATION AND ADDITIONS THERETO

Section 1

Lots 1 through 33, (the "Existing Property") shall be transferred, held, sold, conveyed and occupied subject to this Declaration, and all of the land shown on the Plat and any such additional land is subjected to, incorporated into, or annexed by this Declaration.

Section 2

No other land in the vicinity of the Property shall be subject to this Declaration unless the provisions of this Section 2 are complied with, it being intended that this Declaration is not construed or considered as a scheme for the development of any land other than that shown on the Plat or hereafter subjected to this Declaration in the manner described in this Section 2. Additional lands may be subject to this Declaration in the following manner:

- a. The Company, its successors and assigns, shall have the right to bring within the operation and effect of this Declaration additional portions of adjacent or nearby land. The additions authorized under this Section 2(a) shall be made by recording among the records of Jackson County, Missouri a supplement to this Declaration, which need be executed only by the Company, the owner of such additional land if the Company is not the Owner thereof, and the holder of any deed of trust, mortgage or similar lien. The supplement to this Declaration shall describe the additional land and state that it is subject to this Declaration. The additions authorized by this Section 2(a) shall not require the approval of the Association.

ARTICLE III
MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

1. Every Owner of a Lot shall be a member of the Association. Membership shall be appurtenant to and may not be separated from the ownership of the Lot.
2. The Association shall have two (2) classes of voting membership:
 - a) **Class A.** Each Owner shall be entitled to one (1) association membership and one (1) vote in the Association per Lot owned, so long as the Owner remains an Owner of such Lot(s), and such Owner shall specify in writing to the Association the name of the individual who holds the association membership. Anything in this subsection to the contrary notwithstanding, where a Lot is owned of record in any manner of joint or common ownership, the joint or common Owners thereof shall share among

them the rights (including voting rights) given to an Owner pursuant to this Declaration, which they shall be entitled to exercise as a whole, but not in part, in whatever manner they shall jointly determine. With respect to voting rights in particular, joint or common ownership of a Lot or Lots shall entitle the Owners thereof to a total of one (1) vote per Lot owned, to be exercised in whatever manner they shall jointly determine.

b) **Class B.** The Class B member shall be the Company. The Class B member shall be entitled to approve, or disapprove, and render void all actions by the members of the Association Board of Directors, so long as Class B membership holds ownership of at least five percent (5%) of the platted subdivision Lots within the Plat. The Class B membership shall cease and be converted to a Class A membership in the event the Class B membership owns less than five percent (5%) of all platted subdivision Lots within the Plat. Said approval privilege may be exercised by the President or Secretary of Eagle Creek III LLC.

The Association Board may levy reasonable fines against, and suspend the voting rights of Class A Members and the rights of enjoyment of any Class A Member or user of the Common Property and the services offered thereon who:

- (i) is subject to a Right of Action by reason of having failed to take reasonable steps to remedy a violation or breach of the Declaration within the number of days specified in a written notice given by the Association Board after such violation or breach; or
- (ii) has allowed any fine or Assessment levied by the Association pursuant to this Declaration to become delinquent; or
- (iii) has failed to pay any user fee or charge levied by the Association when due and payable; or
- (iv) has violated any rules and regulations adopted by the Association Board governing the use and enjoyment of the Common Property or services thereon.

Such suspension shall be for the balance of the period in which the conditions set forth in subsection (i), (ii), (iii) and (iv) of this Section exist.

No Owner shall continue to be a Member after he ceases to hold a qualifying interest in any Lot. No Member may avoid his obligations under this Declaration by declining to use Common Property, abandoning his Lot, or by any other act of abandonment or renunciation.

ARTICLE IV COMMON AREAS

Section 1

The Company shall grant and convey to the Association, and the latter shall take and accept from the Company, title to the Common Areas shown on the Plat that are within the legal description shown on Exhibit A, within one (1) month of the recording of this Declaration. At the time of the conveyance, the Common Area shall be subject to mortgages or encumbrances. Any other common areas shown on the Plat that are not subject to this initial conveyance, but are brought into the Subdivision by supplemental declaration, shall also be conveyed within one (1) month of any supplemental declaration. The Association shall hold the Common Area conveyed to it subject to the following:

- a. The reservation, to the Company, its successors and assigns, of the beds, in fee, of all streets, avenues and public highways shown on the Plat which includes the Common Area so conveyed.
- b. The reservation to the Company, its successors and assigns, of the right to lay, install, construct and maintain, on, over, under or in the Common Area, or any easements, pipes, drains, mains, conduits, lines and other facilities for water, storm sewer, sanitary sewer, gas, electric, telephone, computer, fiber optics and other public utilities or quasi-public utilities deemed necessary or advisable to provide adequate service to any Lot laid out or established now or in the future on the Property, or the area in which the same is located, together with the right and privilege of entering upon the Common Area of such purposes and making openings and excavations therein.
- c. The reservation to the Company, its successors and assigns, of the right to enter upon any Common Area conveyed to the Association for the purpose of construction or completing the construction of the dam, spillways and any other improvements and the landscaping of the Common Area. All fees, costs and expenses associated with the completion, construction and improvement of the dam, spillways and any other improvements in Phase I shall be paid by the Association to Eagle Creek III LLC as set forth in Section 10 of Article VII.
- d. The reservation to the Company, its successors and assigns, of the right to continue to use and maintain any storm water management ponds and any sediment control ponds or facilities located on any Common Area conveyed to the Association.

Section 2

The Common Areas conveyed to the Association shall be deemed property and facilities for the use, benefit and enjoyment, in common, of each Lot Owner. Except as otherwise permitted by the provisions of this Declaration, no structure or improvement of any kind shall be erected, placed or maintained on any Common Area except: (i) structures or improvements designed exclusively for community use, including, without limiting the generality of the foregoing, shelters, chairs or other seating facilities, fences and walls, walkways, roadways, playground equipment, swimming pools and tennis courts, and (ii) drainage, storm water and

utility systems and structures. The Common Areas may be graded, and trees, shrubs or other plants may be placed and maintained on the Common Areas for the use, comfort and enjoyment of the Owners, or the establishment, retention or preservation of the natural growth or topography of the Common Areas, or for aesthetic reasons. No portion of any Common Area may be used exclusively by any Owner for personal gardens, storage facilities or other private uses without the prior written approval of the Association.

Section 3

No noxious or offensive activity shall be carried on upon any Common Area nor shall anything be done thereon which will become an annoyance or nuisance to the Lot Owners.

Section 4

The Association shall improve, develop, supervise, manage, operate, examine, inspect, care for, repair, replace, restore and maintain the Common Areas as from time to time improved, together with any items of personal property placed or installed thereon, all at its own cost and expense. The initial costs and expenses for the construction of improvements on the Common Areas, as set forth in Section 1, shall be reimbursed by the Association.

Section 5

The right of each Lot Owner to use the Common Areas shall be subject to the terms, conditions and provisions as set forth in this Declaration and, to any rule or regulation adopted by the Association now or in the future for the safety, care, maintenance, good order or cleanliness of the Common Areas. All such terms, conditions, provisions, rules and regulations shall inure to the benefit of and be enforceable by the Association and the Company, or either of them, their respective successors and assigns, against any Lot Owner, or any other person, violating or attempting to violate the same, either by an action at law for damages or a suit in equity to enjoin a breach or violation, or to enforce performance of any term, condition, provision, rule or regulation. The Association and the Company shall each have the right, summarily, to abate and remove any breach or violation by any Lot Owner at the cost and expense of the Lot Owner.

ARTICLE V RESERVED EASEMENTS

The Company 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, pipelines, sanitary and storm sewers, gas and water lines, electric and telephone lines,

television cables and other utilities, and to give or grant rights-of-way or easements therefor, over, under, upon and through all easements and rights-of-way of record or shown on any recorded plat of the Subdivision or any Common Areas. All utility easements and rights-of-way shall inure to the benefit of all utility companies, governmental authorities, the Company and the Association, for purposes of installing, maintaining or moving any utility lines or services and shall inure to the benefit of the Company, all Owners and the Association as a cross easement for utility line service and maintenance.

The Company shall have and does hereby reserve for itself and its successors and assigns and the Association and its successors and assigns an easement over and through all unimproved portions of each Lot in the Subdivision for the purpose of performing the powers and duties of the Association and maintaining any Common Areas. The Company shall have the right to execute and record, at any time, an easement with respect to specific areas utilized as provided above.

Subject only to the rights, duties and obligations, if any, of the City of Blue Springs, Missouri, the Company hereby reserves to itself, its successors and assigns, the right to grade, regrade and improve the streets, avenues, roads, courts and open spaces as the same may be located on the Plat, including the creation or extension of slopes, banks or excavation in connection with such creation or extension and in the construction of and installation of drainage structures.

The Company further reserves to itself, its successors and assigns, the right to grant easements, rights-of-way and licenses to any person, individual, corporate body, municipality or the Association; to install and maintain pipelines, underground or aboveground lines, with the necessary appurtenances, for public utilities or quasi-public utilities, or to grant such other licenses or permits as the Company may deem necessary for the improvement of the Property in, over, through, upon and across any and all of the streets, avenues, roads, courts, open spaces and the Common Area, and in, over, through, upon and across each and every Lot in the easement areas reserved in Article V of this Declaration. No street, avenue, road, court, open space or easement shall be laid out or constructed through or across any Lot, except as set forth in this Declaration, or as shown on the Plat, without the prior written approval of the Company.

The Company and the Association, through its authorized representative(s), may at any reasonable time enter any Lot, without being deemed guilty of trespass, for the purpose of inspecting the Lot and any improvements thereon to ascertain any compliance or noncompliance with the requirements and terms of this Declaration and/or any plans approved hereunder, and to remedy any noncompliance. Representative(s) shall give Owner's three days' notice of intention to enter any Lot.

In the event any easement rights granted in this Section are exercised with respect to any Lot, the party so exercising such easement rights shall exercise the same in a reasonable manner so as to minimize all adverse effects on the Owners and shall promptly repair any damages to

such Lot resulting from the exercise of such easement rights and restore the Lot to as near the original condition as possible.

No water from any roof, downspout, sump pump, perimeter basement drains, or surface drainage shall be placed in or connected to any sanitary sewer line.

**ARTICLE VI
PROPERTY RIGHTS IN THE COMMON AREAS**

Section 1

The Company shall hold, and hereafter grant and convey the Lots, subject to the covenants, conditions and restrictions set forth in this Declaration, which are imposed upon the Lots for the benefit of the Company, the Association and the Lot Owners, and their respective legal representatives, heirs, successors and assigns. Each Lot Owner shall hold his Lot subject to the following:

- a) Each Lot Owner, in common with all other Lot Owners, shall have the right and privilege to use and enjoy the Common Areas for the purposes for which the same were designed. This right and privilege shall be appurtenant to and pass with the title to each Lot. The right to the use and enjoyment of all Common Areas shall be subject to: (i) the right of the Association to charge reasonable admission and the fees for use of facilities within the Common Areas; and (ii) the right of the Association to suspend the voting rights and rights to use the Common Areas by a Lot Owner (A) for any period in which any assessment against his Lot remains unpaid, or (B) for a period not to exceed 30 days for any infraction of published rules and regulations of the Association, unless there are repeated infractions.

Section 2

Any Lot Owner may delegate their right to the use and enjoyment of the Common Areas, and any facilities thereon, to the members of his family, their tenants who reside on their Lot.

Section 3

Each Lot Owner shall fully and faithfully comply with the rules, regulations and restrictions applicable to use of the Common Areas, as these rules, regulations and restrictions are from time to time adopted by the Association for the safety, care, maintenance, good order and cleanliness of the Common Areas. Each Lot Owner shall comply with the covenants, agreements and restrictions imposed by this Declaration on the use and enjoyment of the Common Areas.

Section 4

The rights, privileges and easements of the Lot Owners are at all times subject to the right of the Association to dedicate or transfer all or any part of any Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed upon by the Association; provided, however, that no such dedication or transfer shall be effective unless approved by a two-thirds (2/3rds) vote of each class of members of the Association voting in person or by proxy at a meeting called for such purpose, and the same shall have been consented to by the agency, authority or utility accepting the dedication or transfer.

ARTICLE VII COVENANT FOR ASSESSMENT

Section 1

The Company, for each Lot owned by it within the Property, ("Assessable Lot"), hereby covenants, and each Unit Owner of an Assessable Lot, by acceptance of a deed hereafter conveying any such Lot to them, whether or not so expressed in the deed or other conveyance, shall be deemed to have covenanted and agreed to pay the Association (i) annual assessments or charges ("Annual Assessments"); and (ii) special assessments or charges for capital improvements ("Special Assessments"), such Annual and Special assessments and charges to be established and collected as provided in this Declaration. The Annual and Special assessments or charges, together with interest at the rate of eighteen percent (18%) per annum (accruing from their due date until payment is made), and the costs of collection and reasonable attorney's fees, shall be a charge on, and continuing lien upon, each Assessable Lot against which an assessment is made. Each assessment or charge, together with interest at the rate of eighteen percent (18%) per annum accruing as set forth above, and costs and reasonable attorney's fees incurred or expended by the Association in collection, shall also be the personal obligation of the Lot Owner of the Assessable Lot. The personal obligation for any delinquent assessment or charge, together with interest, costs and reasonable attorney's fees, however, shall not pass to the Lot Owner's successors in title, unless expressly assumed by them.

The Company, and any successor in interest that is assigned the rights conferred to the Company herein, are exempt from payment of assessment of Annual or Special Assessments for any unimproved Lot which does not have a housing unit or home on it until such time the Company, or any successor in interest, conveys the Lot to a Unit Owner and a final certificate of occupancy is granted. Lots 8 and 9 are specifically excluded from the obligations set forth in Article VII so long as those lots are owned by the Company, members of the Company, or heirs of the member of the Company, and shall not be subject to Article VII until such time Lots 8 and 9 are no longer owned the Company, members of the Company, or family members of the

members of the Company, at which time, Lots 8 and 9 shall become subject to Article VII of these Declarations.

Section 2

The assessments and charges levied by the Associations shall be used exclusively for promoting the recreation, health, safety and welfare of the Owners of the Lots, and in particular for the improvement, operation and maintenance of the Common Areas, including, but not limited to, the payment of taxes (except to the extent that proportionate shares of such public charges and assessments on the Common Areas may be levied against all Assessable Lots by the tax collecting authority so that the same are payable directly by the Unit Owners in the same manner as real property taxes assessed or assessable against the Assessable Lots) and insurance on the Common Areas.

Section 3

Until December 31st of the year in which the first Common Area is conveyed to the Association, the annual assessment shall be \$950.00 per Assessable Lot, which shall be the maximum annual assessment for that year. Thereafter, the maximum permissible annual assessment may be increased each year by ten percent (10 percent) of the maximum permissible annual assessment for the previous year without the necessity of a vote of the membership of the Association. The maximum permissible annual assessment may be increased above the five percent (5%) limitation specified in the preceding sentence only by a vote of two-thirds (2/3rds) of each class of members of the Association, voting in person or by proxy, at a meeting called for such purpose. The Association Board may fix the annual assessment against each Assessable Lot at any amount not in excess of the maximum permissible annual assessment applicable to that year without the necessity of a vote of the membership of the Association. Notwithstanding anything elsewhere set forth in this Declaration, the Annual Assessments or charges made or levied against any Assessable Lot of which the Company is the Lot Owner on January 1st of the year to which the assessment pertains, shall equal zero percent (0%) of the annual assessment or charge made or levied against any other Assessable Lot on the Property, it being intended that the Company shall not pay more, or less than zero (0%) of the per Assessable Lot annual assessment established by the Association under this section. At the time of closing of the home there will be a \$350.00 initiation fee collected by the Association ("Initiation Fee") charged to each Unit Owner. In the event of a violation a \$100.00 fine for each month the violation lasts.

Section 4

In addition to the Annual Assessments authorized herein, the Association Board or the Company 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 the dam, spillway and any other capital improvement located on any Common Area, including fixtures and personal property related thereto, provided that such assessment

shall first be approved by two-thirds (2/3rds) of the votes of each class of the members of the Association, voting in person or by proxy at a meeting called for such purpose, the Company, or in the manner otherwise set forth herein. Such Special Assessment shall only be assessed against Assessable Lots with a housing unit or home that has been granted a final certificate of occupancy.

A Special Assessment shall become effective upon written notice by the Association Board. Billing of Special Assessments shall be handled according to the procedures set out in the Declaration.

Section 5

Except as provided in Section 3 of this Article, and in Section 7 of this Article, Annual Assessments and fees must be fixed at a uniform rate for all Assessable Lots. The Association may divide all Assessable Lots into classifications, which classifications shall be based upon the character of ownership, nature of use, i.e., residential or commercial, status of occupancy and such other criteria as the Association Board may deem pertinent. Assessable Lots owned by the Company, or any successor in interest who has been assigned the rights granted to the Company in these declarations, need not be assessed until such Assessable Lots are sold to a Unit Owner. Assessable Lots which are owned by a builder not assigned the Company's rights shall be assessed at a rate to be determined by the Association Board upon conveyance of the Assessable Lot to a Unit Owner.

Section 6

Written notice of any meetings of members of the Association called for the purpose of taking any action authorized under Section 3 or 4 of this Article shall be sent to all members not less than thirty (30) days, nor more than sixty (60) days, in advance of the meeting. At the first meeting, the presence of members, or of proxies, entitled to cast thirty percent (30%) of all of the votes of each class of members entitled to be cast at the meeting shall be necessary and sufficient to constitute a quorum ("Quorum"). If the required Quorum is not present, another meeting may be called subject to the same notice requirements, and the required quorum at any subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting, provided that no subsequent meeting shall be held more than sixty (60) days following the preceding meeting. Association meetings shall be called once 18 the Company has sold lots.

Section 7

The Annual Assessments shall commence on the first day of the month after any Owner purchases an Assessable Lot. The first Annual Assessment shall be made for the balance of the calendar year and shall become due and payable on the date fixed for the commencement. The amount of the assessment for the first year shall be an amount which bears the same relationship to the Annual Assessment provided for in the first sentence of Section 3 of this Article as the

remaining number of months in that year bear to twelve (12). The same reduction in the amount of the Annual Assessment shall apply to the first assessment levied against any property which is hereafter added to the Property at a time other than the beginning of any calendar year. The Annual Assessments for any year after the first year shall be on a calendar year basis and become due and payable on the first day of July of that year. The due date under any Special Assessment under Section 4 shall be fixed in the resolution authorizing the Special Assessment; however, such due date shall be at least forty-five (45) days after the date of such resolution.

Section 8

The Association Board or the Company shall fix the date of commencement and the amount of the Annual Assessment against each Assessable Lot for each assessment period at least one (1) month in advance of the due date for the payment of the assessment and shall, at that time, prepare a roster of the Assessable Lots and assessments applicable to the Assessable Lots which shall be kept in the office of the Association and shall be open to inspection by any Lot Owner. If an Annual or Special Assessment is not paid on the due date, the assessment shall be delinquent and shall bear interest from the date of delinquency at the rate of eighteen percent (18%) per annum, and the Association may bring an action at law against the Lot Owner personally obligated to pay the same, or may foreclose the lien against the Assessable Lot for such assessment, and there shall be a deed to the amount of such assessment the reasonable costs of preparing and filing the action, and in the event that judgment is obtained, such judgment shall include interest on the assessment as above provided and reasonable attorney's fees to be fixed by the court together with the costs of the action. Each Lot Owner of an Assessable Lot shall, by accepting title to the Assessable Lot, be deemed to have assented to the passage of a decree for the foreclosure of any lien upon his Assessable Lot which results from his failure to pay an assessment on the due date of the assessment.

Section 9

Each Unit Owner, by acceptance of a Deed or other conveyance for any Assessable Lot within the Subdivision, covenants and agrees that: they shall be personally liable for all such Annual or Special Assessments, user fees and charges which become due while they are the Owner of each Assessable Lot being assessed; all Annual or Special Assessments, together with the continuing obligation to pay each Annual or Special Assessment assessed in all future years, and all user fees and charges, together with all costs, expenses, interest and reasonable attorneys' fees incurred in the collection of delinquencies, shall become, and thereafter remain a charge against and be secured by a continuing lien upon the Assessable Lot of such Unit Owner; and, said charge and lien shall be superior to any and all other charges, liens or encumbrances which may hereafter in any manner arise or be imposed upon the Assessable Lot, to the imposed by judgment or decree or by any agreement, contract, mortgage or other instruments, excepting only

purchase money mortgages or deeds of trust given to finance the purchase of the Assessable Lot and liens for taxes or other public charges as are made superior by applicable law.

The sale or transfer of any Assessable Lot pursuant to mortgage or deed of trust foreclosure, or any proceeding in lieu thereof, shall only extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. Such sale or transfer shall not relieve the Assessable Lot from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment. No Unit Owner may waive or otherwise escape liability for the assessments provided for in this Declaration by nonuse of the Common Area or abandonment of their Assessable Lot.

The Association Board shall have the right to adopt procedures for the purposes of making the Assessments, user fees and charges provided for herein and for the billing and collection of the same, provided that such procedures are consistent with the provisions hereof.

Section 10

The Company may increase the Assessments as may be needed at the Company's discretion. The Company will be repaid all expenses, costs and funds that Company contributed to manage the Association before the income of the Association is sufficient to cover the expenses. The Company will also be repaid for construction and development of any playground equipment, walking trails, structures and amenities that have been built or may be built in the future, as well as for the cost of land known as Common Area, in the amount of \$975,000.00. \$400.00 of each Annual Assessment will be contributed per year for reimbursement of these items, until the Company is paid in full. The remaining \$500.00 of each Annual Assessment shall be used for or allocated for the use of the Homeowners Association.

The dues and initiation fee shall commence at the time of closing of each house on an Assessable Lot, with the exception of any lot or lots that are owned by the Company or its members, or home builder, as set forth herein.

ARTICLE VIII REPAIR AND MAINTENANCE OF LOTS

The Lot Owner of each Lot shall keep the Lot, and the buildings and other improvements on the Lot, in good order and repair, and free of debris. Lawns shall be seeded and mowed, shrubbery trimmed and painted exterior surfaces repainted, all in a manner and with such frequency as is consistent with good property management. In the event the Lot Owner of a Lot shall fail to maintain the Lot and the buildings and other improvements on the Lot as provided in this Declaration, Architectural Review Board, set forth in Article IX, after notice to the Lot Owner and with the approval of the Association Board, shall have the right to enter upon the Lot to perform such work as is reasonably required to restore the Lot and the buildings and other

improvements thereon to a condition of good order and repair. All costs incurred by the Association in connection with the restoration shall be reimbursed to the Association by the Lot Owner of the Lot, upon demand. All unreimbursed costs shall be a lien upon the Lot until reimbursement is made. The lien may be enforced in the same manner as a lien for an unpaid assessment levied in accordance with this Declaration.

ARTICLE IX ARCHITECTURAL CONTROL

Section 1

No construction, improvements, alternations, repairs, excavations, repainting of an improvement a different color, changes in grade or other work which in any way alters any Lot or the exterior of any property or the improvements located thereon from its natural or improved state existing on the date such Lot was first conveyed in fee by the Company, or its assigns, to a Lot Owner shall not be made or done without the prior approval of the Company, or its assigns, so long as the Class B membership continues to exist. No structure of any kind ("Structures") on a Lot shall be commenced, erected, maintained, improved, altered, made or done without the prior written consent of the Company, or its assigns, so long as the Class B membership continues to exist. Prior to the commencement of any such process, the Lot Owner or his representative, shall submit, in duplicate, detailed plans and specifications to the Company concerning the work to be done or changes to be made including the location on the Lot where such changes are to be made, and any other pertinent details.

Section 2

An architectural review board ("Architectural Review Board") consisting of three (3) or more persons shall fulfill the functions of the Company as set forth in this Article at such time as the Class B membership shall cease to exist ("Turnover Date"). Such Architectural Review Board shall be appointed by the Association Board.

After the Turnover Date, the members appointed by the Association Board to the Architectural Review Board shall be appointed to serve on staggered two-year terms. The initial rotation for the term of these three (3) members will be determined by the Association Board.

The Architectural Review Board shall meet as necessary to consider applications with respect to any exterior structures that require the approval of the Architectural Review Board as provided in these Declarations and to consider any other matters within the authority of the Architectural Review Board as provided in this Declaration or as delegated by the Association Board. The Architectural Review Board shall specify a form of application that must be used by applicants. A majority of the members of the Architectural Review Board shall constitute a

quorum for the transaction of business at a meeting and every act or decision made by a majority of the members present at a meeting at which a quorum is present shall be regarded as the act or decision of the Architectural Review Board.

At each meeting, the Architectural Review Board shall consider and act upon written and complete applications that have been submitted to it for approval in accordance with this Declaration. In making its decisions, the Architectural Review Board may consider any and all aspects and factors that the individual members of the Architectural Review Board, in their discretion, determine to be appropriate to establish and maintain the quality, character and aesthetics of the Subdivision, including, without limitation, the building plans, specifications, exterior color scheme, exterior materials, location, elevation, lot grading plans, landscaping plans and use of any proposed exterior structure. All decisions of the Architectural Review Board shall be in writing and delivered to the applicant. The Architectural Review Board may establish in advance and change from time to time certain procedural and substantive guidelines and conditions that it intends to follow in making its decisions including pre-approved colors and/or materials. Any written application, complete with all required drawings and other information, which is not specifically ruled as approved or declined in writing by the Architectural Review Board within (30) days after the date on which it is filed shall be deemed to have been automatically approved.

After the Turnover Date, any applicant or other person who is dissatisfied with a decision of the Architectural Review Board shall have the right to appeal such decision to Association Board provided such appeal is filed in writing with a member of the Association Board within 30 days after the date the Architectural Review Board renders its written decision. In making its decisions, the Association Board may consider any and all aspects and factors that the individual members of the Association Board, in their discretion, determine to be appropriate to establish and maintain the quality, character and aesthetics of the Subdivision, including, without limitation, the building plans, specifications, exterior color scheme, exterior materials, location, elevation, lot grading plans, landscaping plans and use of any proposed exterior structure. Any decision rendered by the Association Board on appeal of a decision of the Architectural Review Board shall be final and conclusively binding on all parties and shall be deemed to be the decision of the Architectural Review Board for all purposes under this Declaration. The Association Board from time to time may adopt, amend and revoke rules and regulations respecting appeals of decisions of the Architectural Review Board, including, without limitation, requiring payment to the Homes Association of a reasonable fee by the appealing party.

Applications for improvements or modifications to home's exteriors must be made on the form approved by the Architectural Review Board and must be accompanied (as necessary for the Architectural Review Board to understand the necessary improvement) with a plot plan showing the location of the proposed modification along with any grading modifications that might be occurring to the original property to complete such work. The application should also be accompanied (as necessary for the Architectural Review Board to understand the necessary

improvement) with a front, rear or side elevation of the structural cross section that indicates the type of materials and color of the exterior.

Neither the Company, nor the Homes Association, nor any member of the Architectural Review Board or the Association Board (or any committee thereof) shall be personally liable to any person for any approval, disapproval or failure to approve any matter submitted for approval, for the adoption, amendment or revocation of any rules, regulations, restrictions or guidelines or for the enforcement of or failure to enforce any of the restrictions contained in this Declaration or any other declaration or any such rules, regulations, restrictions or guidelines.

If any Owner commences a lawsuit or files a counterclaim or crossclaim against the Company, the Homeowners Association, the Association Board, the Architectural Review Board, or any individual member, director, officer or employee thereof, and such Owner fails to prevail in such lawsuit, counterclaim or crossclaim, the Company, Homeowners Association, the Board, the Architectural Review Board, or individual sued by such Owner shall be entitled to recover from such Owner all litigation expenses incurred in defending such lawsuit, counterclaim or crossclaim, including court costs and reasonable attorneys' fees. Such recovery right shall constitute a lien against the Owner's Lot and shall be enforceable against such Lot as with any delinquent or unpaid assessment.

To the fullest extent permitted by law, the Homeowners Association shall indemnify each officer and director of the Homeowners Association, each member of the Architectural Review Board, and the Company (to the extent a claim may be brought against the Company by reason of its appointment, removal of or control over, or failure to control, any such other persons) (each, an "Indemnified Party") against all expenses and liabilities, including, without limitation, attorneys' fees, reasonably incurred by or imposed upon the Indemnified Party in connection with any action or proceeding, or any settlement thereof, to which the Indemnified Party may be a party or in which the Indemnified Party may become involved by reason of serving or having served in such capacity (or, in the case of the Company, by reason of having appointed, removed or controlled or failed to control any officer or director of the Association), provided the Indemnified Party did not act, fail to act or refuse to act with fraudulent or criminal intent in the performance of the Indemnified Party's duties. The foregoing rights of indemnification shall be in addition to and not exclusive of all other rights to which any Indemnified Party may be entitled at law or otherwise.

No officer or member of the Homeowners Association shall be liable for acts or defaults of any other officer or member of the Homeowners Association or for any loss sustained by the Association or any member thereof, unless the same has resulted from his or her own intentional misconduct or gross negligence.

ARTICLE X

COVENANTS, CONDITIONS AND RESTRICTIONS

Section 1

Except as otherwise expressly provided herein, none of the Lots may be improved, used or occupied for other than single family, private residential purposes. No trailer, outbuilding or exterior structure (meaning any structure other than the main residential structure or any structural competent thereof) shall at any time be used for human habitation, temporarily or permanently; nor shall any residence of a temporary character be erected, moved onto or maintained upon any of the Lots or any Common Areas or used for human habitation; provided, however, that the Company or others (including, without limitation, builders and real estate brokerage companies) authorized by the Company shall have the right to use trailers or temporary buildings or structures or any residence or any building that is part of the Common Areas for model, office, sales or storage purposes during the development and build out of the Subdivision. Any such use of any building that is part of the Common Areas by the Company or project marketing company prior to the filing of the Certificate of Substantial Completion shall be without payment of rent or utilities (other than telephone) by the Company and the project marketing company to the Homeowners Association.

Section 2

Any residence erected on any of the 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 provided that the Company or the Architectural Review Board, after its appointment, have approved such height variance in writing.

Section 3

No residence shall be constructed upon any Lot unless it has a total finished floor area of at least 1,400 square feet on the main level with at least a total of 2,000 S.F. Finished floor area shall include any finished basements. The Company, in its absolute discretion, may allow variances from the minimum square footage requirement.

Section 4

No Structure shall be erected, placed, altered or permitted to remain on any Lot nearer to any street than the minimum building setback line for the Lot as shown on the Plat. Where two (2) adjacent dwelling houses are located on Lots fronting on a street and are set back different distances from the street, no fence or wall between them (other than necessary retaining walls) shall be closer to the street than the front corner of the house most distant from the street. The Company reserves the right to permit the construction of a dwelling on said Property on any Lot two feet (2') nearer to any street line which abuts such Lot by executing and recording a proper instrument in writing changing the building setback line. To the extent permitted by these

Declarations, or permitted by the Company, or the Architectural Review Board after the Turnover Date, in no event will dog houses, clothes lines, or playground equipment shall be permitted to be placed in the front yard of any Lot. Failure to remove any item in violation of Article X, after having received notice of violation from the Company, or the Association Board after the Turnover Date, will subject the Unit Owner to fines or other penalties permitted by these Declarations.

Property perimeter fences, which must be approved by the Company, or the Architectural Review Board after Turnover Date, shall not exceed forty-eight inches (48") in height and shall not impede surface drainage. Black metal or cedar wood picket or cedar wood shadow-box fences will be used exclusively (no vinyl) for perimeter fencing. Fence enclosures for swimming pools may be six (6) feet in height and must be black metal. In no event shall any chain link fences be permissible anywhere on any Lot (including dog runs). Fencing shall not be permitted nearer to the front street than the rear lines of the residence on any lot. All wood perimeter fences must be stained to provide uniform appearance throughout the subdivision by the Unit Owner upon installation of the fence. The stain must be Sherwin Williams Charwood 3542 Semi- Transparent.

Section 5

The construction or replacement of any below ground swimming pool must first receive the written approval of the Company or the Architectural Review Board after the Turnover Date. No aboveground type swimming pools, swim spas, inflatable pools, cattle trough stock tanks, or the like shall not be permitted on any Lot. Swim spas under 10' x 10' will be considered a "hot tub" for the purpose of these restrictions and are allowed with prior approval on the placement by the Architectural Review Board. Swim spas and hot tubs shall be covered when not in use. All swimming pools and all hot tubs shall be fenced or otherwise adequately screened, which fencing, and screening shall be subject to the prior approval of the Company, or the Architectural Review Board after Turnover Date, all in accordance with City requirements and the other provisions of the Declaration. All pools, swim spas, and hot tubs shall be kept clean and maintained in operable condition at all times, except during the off-season months of October 1st through May 1st of each year. In off-season months, pools and hot tubs that are not properly heated (to prohibit ice from forming on top) must be closed and covered. No gazebo or pool house will be constructed on any lot without prior approval of the Company, or the Architectural Review Board after the Turnover Date.

Section 6

The residence on each Lot shall have an attached or basement private garage for not less than two (2) cars. The driveway on each Lot shall contain sufficient paved area for the off-street parking of at least two (2) cars. No car ports are permitted. 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.

Section 7

All roofing shall be limited to thirty (30) year laminate composition shingles uniform in color with the appearance Black, the exact color and texture of which shall be approved in writing by the Company, or the Architectural Review Board as applicable. Any other material must be submitted to the Company or the Architectural Review Board, after its appointment, for approval in writing. blue roofs are expressly prohibited.

Exterior walls of all residences and all appurtenances thereto shall be of stucco (but no stucco board or stuccato), brick, stone, wood shake shingles, smart siding or wood lap siding, plate glass, glass blocks, wood trim, board and batten, or any combination thereof, except as and where otherwise expressly approved in writing by the Architectural Review Board. No exterior walls shall be covered with materials commonly known as sheet goods that when installed have uncovered seams or seams covered with batts, such as, without limitation, 4 feet by 8 feet panels; provided, however, that tongue-and-groove woodsman siding may be permitted by the Architectural Review Board on the sides and rear of the residences. All windows and exterior doors shall be constructed of glass, wood, metal or vinyl clad, fiberglass, or any other materials specifically approved by the Architectural Review Board in writing. No windows or exterior doors may be silver or other similar finish. Notwithstanding the foregoing provisions of this Section 7 requiring or prohibiting specific building materials or products, any building materials or products that may be or come into general or acceptable usage for dwelling construction of comparable quality and style in the area, as determined by the Architectural Review Board in its absolute discretion, shall be acceptable upon written approval by the Architectural Review Board in its absolute discretion. In the event the City or other government agency with jurisdiction and authority requires specific building materials not authorized above or requires that Owners have additional choices of building materials not authorized above, the Architectural Review Board shall have the right, in its absolute discretion, to establish and regulate in writing the specific types, colors and other aesthetic features of such new or additional building materials. Any replacement of roof materials must be preapproved in writing by the Architectural Review Board prior to installation.

All applicable exterior components (excluding roofs, brick, stone, and similar components) shall be covered with a workmanlike finish of paint or stain. All decks and privacy screen (including trellises, pergolas, swimming pool pump enclosures and screens, and deck screening) should be in a natural wood finish or should be in a finish of paint or stain that matches or compliments the home's exterior within two (2) years of the completion and purchase of the home or the reconstruction of any of those elements, and re-stained every three (3) years thereafter. Any modifications to paint or stain colors to exterior must be approved by the Company, or the Architectural Review Board after the Turnover Date, in writing prior to

implementation. Exterior paint should be maintained in good condition and may be subject to the Architectural Review Board to notify residents if the home should need repainting. Exterior paint should be of neutral color as approved by the Architectural Review Board. No residence or exterior structure shall stand with its exterior in any unfinished condition for longer than five months after commencement of construction. All exterior basement foundations and walls which are exposed in excess of 12 inches above final grade shall be painted the same color as the residence or shall be covered with siding compatible with the structure.

Color schemes for each must be approved by the Company, or the Architectural Review Board after the Turnover Date. A maximum of three (3) colors will be permitted on wall materials (excluding doors, windows, and flashing) and a maximum of two (2) colors permitted on trim materials (including fascia, corner beads, accent pieces and excluding doors and windows).

All driveways and sidewalks shall be concrete, patterned concrete, bomanite, interlocking pavers, brick or other permanent stone finishes. Crushed gravel, asphalt and natural driveways and sidewalks are prohibited. No driveway shall be constructed in a manner as to permit access to a street across a rear property line. Any changes to driveway or sidewalk materials must be approved by the Company, or the Architectural Review Board after Turnover Date, prior to installation.

Section 8

No commercial activity of any kind shall be conducted on any Lot, but nothing herein shall prohibit the carrying on of promotional activities the Company for the sale of newly constructed houses by the Company, the Other Owners or other builders.

Overnight parking of motor vehicles, boat, house trailers, boat trailers, campers, camping units, or other trailers, or similar apparatus of any type or character in public streets, Common Areas or vacant lots is prohibited. Motor vehicles shall be parked overnight in garages or on paved driveways only. Except as provided in subsection (g) below, no vehicle (other than an operable passenger automobile, passenger van or small truck), commercial truck or van, bus, boat, jet-ski, trailer, camper, mobile home, or similar apparatus shall be left or stored overnight on any Lot, except in an enclosed garage.

Trucks or commercial vehicles with advertising graphics printed on the exterior, which would designate them as being used for the purpose of promoting a specific business, are to be parked inside a garage except during such limited time as such truck or vehicle is actually being used in the Subdivision during normal working hours for its specific purpose.

Recreational motor vehicles of any type or character are prohibited except:

- (a) When stored in an enclosed garage;

(b) Temporary parking on the driveway for the purpose of loading and unloading (maximum of two overnights every 30 days); or

(c) With prior written approval of the Association.

Section 9

No building 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 building shall be occupied until the exterior shall have been completed.

Section 10

No animals, livestock, fowl, or poultry of any kind shall be raised, bred, kept or maintained on any Lot except that up to four (4) dogs or cats may be raised, bred, kept or maintained so long as (a) they are not raised, bred, kept or maintained for commercial purposes, (b) they do not constitute a nuisance and (c) the City ordinances and other applicable laws are satisfied. All pets shall be confined to the Lot of the Owner except when on a leash controlled by a responsible person. Owners shall immediately clean up after their pets on all streets, Common Areas and Lots owned by others. If any pet is deemed to be a nuisance in the judgment of the Company, or the Association Board after the Turnover Date, the Company, or the Association Board after the Turnover Date, may institute and assess fines against the Unit Owner until such time as the nuisance is abated to the satisfaction of the Company, or the Association Board after the Turnover Date. The construction, placement or erection of any Lot of any Structure, enclosure, cage, dog pen, dog run, or other device used to confine, or house dogs, cats or other household pets is expressly made subject to the terms and conditions of Article IX.

Section 11

No advertising signs (except one sign of not more than nine square feet (9 sq. Ft.) "For Rent" or "For Sale" sign per Lot), billboards, unsightly objects, or nuisances shall be erected, placed or permitted to remain on any Lot, nor shall any Lot be used in any way for any purpose which may endanger the health or unreasonably disturb the Lot Owners. No business activities of any kind whatsoever shall be conducted on any Lot or on any portion of any Lot provided, further however, that the foregoing covenants shall not apply to the business activities, signs and billboards of the construction and maintenance of structures by the Company or other builders of residential structures during the construction and sale period of any Lot, and of the Association, in furtherance of its powers and purposes as set forth in this Declaration.

One garage sale sign not more than three feet high and a maximum area of six square feet is permitted on the Lot when a permitted garage sale is being held, provided such signs are erected in accordance with City code and are installed no more than four hours before the start of the sale and are removed within two hours after the close of the sale.

One political sign per candidate or issue not more than three feet high and a maximum area of six square feet is permitted on the Lot for up to three weeks before the election but must be removed within 24 hours after the election, except as may be otherwise authorized by state statute for political signage.

Section 12

All equipment, trash cans, garbage cans, woodpiles and storage piles shall be kept screened by adequate planting or fencing so as to conceal them from view of neighboring Lot Owners. All rubbish, trash, or garbage shall be regularly removed from each Lot, and shall be kept in sanitary containers, such containers being subject to approval of the Company, or the Association Board after the Turnover Date. No clotheslines shall be permitted and no trash burning shall be permitted on any Lot. No trash, refuse, or garbage can or receptacle (other than construction dumpsters during construction) shall be placed on any Lot outside a residence, except upon the day for regularly scheduled trash collection and except for grass bags placed in the back or side yard pending regularly scheduled trash collection. Trash collection will be paid by the association one container per week.

Section 13

No outside fuel storage tanks of any kind shall be permitted (except standard propane tanks for outdoor grills).

Section 14

No automotive repair or rebuilding or any other form of automotive manufacture, whether for hire or otherwise, shall occur on any Lot or within the Common Area.

Section 15

No trash, refuse, grass clippings or ashes shall be thrown, dumped or placed upon any Lot in the Common Area or any vacant land.

Section 16

No nuisance shall be maintained, allowed or permitted on any part of the Property, and no use of any portion of the Property shall be made or permitted which may be noxious or detrimental to health, or in violation of any city, county, state or federal environmental or health related law, or in violation of any rule or regulation issued pursuant to any such law.

Section 17

No Structure on any Lot, other than a dwelling house, shall be used at any time as a residence, either temporarily or permanently. However, this restriction shall not prevent an Owner or occupant from maintaining an office area or operating a non-traffic generating home-

business occupation in his residence in accordance with the applicable ordinances of the City so long as the residential character of the area is maintained.

Section 18

The front yard of each Lot shall be kept only as a lawn, including trees, flowers and shrubs. No trees or shrubs shall be located on any Lot which block the view of operators of motor vehicles on the roads within the Property so as to create a traffic hazard.

Section 19

During the construction of the residence and improvements on such Lot, and until the Lot is completely established with grass, the Owner, at its expense, shall install and properly maintain, hay bales, silt fencing and such other erosion and silt control devices as are necessary to prevent stormwater runoff from the Lot depositing silt or other debris onto adjacent Lots, Common Areas and streets. In connection therewith, the Owner shall comply with all Federal, state and local governmental laws, regulations and requirements, with all applicable permits, and with all requirements imposed by the Company, including, without limitation, preparation of inspection reports, and the Owner shall be responsible for any and all governmental fines and assessments that may be levied or assessed as a result of a failure of the Owner to so comply.

Section 20

Within 60 days after the issuance of any permanent or temporary certificate of occupancy for the residence, all lawns, including all areas between each residence and any adjacent street, regardless of the existence and location of any fence, monument, boundary wall, berm, sidewalk or right-of-way line, shall be fully sodded and shall remain fully sodded at all times thereafter; provided, however, that the Owner of a Lot may leave a portion of the Lot as a natural area with the express written permission of the Architectural Review board. No lawn shall be planted with zoysia or buffalo grass.

To the extent any of the items above are not completed prior to occupancy, the Owner shall escrow funds, in an amount (if any) and manner determined by the Company, to assure such installation when weather permits.

All vegetable gardens shall be located behind the rear corners of the residence (as determined by the Architectural Review Board) and at least five feet away from the boundary of the Lot. No vegetable garden(s) shall exceed 100 square feet in size on any Lot, except with the prior written consent of the Architectural Review Board.

The lawn of each Lot shall be kept in good condition at all times and uniformly mowed and clipped with a length of grass not to exceed six inches. All landscaped areas must be kept free of weeds. Any weed coverage in landscaped areas (including mulch or rock beds) of over two square feet must be removed. The process for notifying an Owner of their Lot being out of compliance with this requirement is outlined in these Declarations.

The Company shall have the right (but not the obligation) to install one or more trees on each Lot. The type of tree(s), location(s) and timing of planting shall be selected by the Company in its absolute discretion. Each Owner shall properly water, maintain and replace all trees and landscaping on the Owner's Lot (including any trees planted by or for the Company, but excluding those in a Common Areas maintained by the Homes Association).

Section 21

No Owner has any right to an unobstructed view beyond the boundaries of the Owner's Lot. No Owner shall be entitled to prevent the construction or location of any structure, trees, landscaping or other item on any other part of the Subdivision, where otherwise permitted by this Declaration, because such structure, trees, landscaping or other item obstructs any view from the affected Lot.

Section 22

No outbuildings or sheds are permitted on any Lot. There will be no solar panels permitted

Section 23

No playground equipment is permitted in the front or side yard of any Lot. Any playground equipment in the back yard of any Lot must primarily be of wood construction. Basketball goals must be mounted on a metal pole in concrete and must have a clear backboard with the appearance of transparent glass. No temporary units are permitted on any Lot. Location of every basketball goal must be approved by the Company or the Architectural Review Board after the Turnover Date. Free-standing flag poles of any type are prohibited, though flag poles of an ordinary length may be affixed to the front elevation of a home. Tennis courts or any other type of sports courts are prohibited on any Lot and are only permitted in Common Areas. Trampolines are not permitted on any Lot and must be removed upon notice from the Company or the Association Board after the Turnover Date.

Section 24

Within 60 days after the issuance of any permanent or temporary certificate of occupancy for the residence, each Lot shall have an in-ground sprinkler system installed covering the entire front, rear and side yards of the Lot. Each such Unit Owner shall use the sprinkler system as necessary or appropriate (as determined by the Company, or the Association Board after the Turnover Date) during the late spring, summer and early fall months. No Unit Owner shall water the Lot such that there is significant runoff onto any adjacent Lot or Common Area. To the extent the sprinkler system is not completed prior to occupancy, the Unit Owner shall escrow funds, in an amount and manner determined by the Company, to assure such installation when the permits are issued.

Section 25

Exterior holiday lights shall be permitted to be operated only between November 15th and January 15th, and the five (5) day period preceding July 4th and the five (5) day period preceding Halloween. Exterior holiday lighting can be installed, but not operable, from no more than 15 days preceding each of these periods. Exterior holiday light usage outside of these time frames are prohibited. All other exterior holiday decorations and holiday lawn ornaments are only allowed during the same time frames that the operation of holiday lights are permitted. Except for such holiday lights, all exterior lights shall be white (clear) and not colored. All exterior landscaping lights must be approved in advance by the Architectural Review Board or the Company (prior to the Turnover Date). Exterior open fires such as bonfires are prohibited except when utilizing a firepit or fireplace structure as approved by the Architectural Review Board or the Company (prior to the Turnover Date).

Section 26

. Each home on any Lot is permitted one (1) eighteen- and one-half inch (18 ½") diameter satellite dish, which may be installed in a manner of mounting in a manner that best resembles or blends into the surroundings.

ARTICLE XI GENERAL PROVISIONS

Section 1.

Invalidation of any one of these covenants or restrictions by judgment or court order shall not affect any other provisions which shall remain in full force and effect.

Section 2

The provisions of this Declaration shall run with and bind the Property, excluding Lots 8 & 9, for a term of forty (40) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years unless, prior to the expiration of the then current term, a written instrument shall be executed by the then owners of seventy-five percent (75%) of the Lots stating that this Declaration shall expire at the end of the then current term. This Declaration may be amended during the first forty (40) year period at the sole and absolute discretion of the Class B member, by an instrument signed by the Class B member. If there is no Class B Member during the first forty (40) year period after the date of this Declaration, this Declaration may be amended by an instrument signed by the Lot Owners of not less than ninety percent (90%) of the Lots, and thereafter by an instrument signed by the Lot

Owners of not less than seventy-five percent (75%) of the Lots. Any amendment must be recorded among the records of the jurisdiction referred to in the Recitals to this Declaration.

Section 3

Anything set forth in Section 2 to the contrary notwithstanding, the Company shall have the absolute, unilateral right, power and authority to modify, revise, amend, change or add to any of the terms and provisions of this Declaration, as from time to time amended or supplemented, by executing, acknowledging and recording in the Recording Office a written instrument for such purpose, if (i) any of the Veteran's Administration, the Federal Housing Administration, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation or any successor or similar agencies thereto shall require such action as a condition precedent to the approval by such agency of the Subdivision or any part of the subdivision or any Lot in the Subdivision, for *federally-approved mortgage financing purposes under applicable programs, laws and regulations*, (ii) the City requires such action as a condition to approval by the City of some matter relating to the development of the Subdivision, (iii) a typographical or factual error or omission needs to be corrected in the opinion of the Company, or (iv) such action is appropriate, in Company's discretion, in connection with a replat of all or any part of the subdivision. No such amendment by the Company shall require the consent of any Owner or the Homes Association.

If the rule against perpetuities or any rule against restraints on alienation or similar restriction is applicable to any right, restriction or other provision of this Declaration, such right, restriction or other provision shall terminate (if not earlier terminated) upon lapse of 20 years after the death of the last survivor of the individual(s) signing this Declaration on behalf of the Company and the now-living children and grandchildren of the individual(s) signing this Declaration on behalf of the Company as of the date of such execution.

Section 4

Each conveyance of a Lot, or of any interest in the Lot, by the Company, shall be deemed to be incorporated by reference into such conveyance and subject each such conveyance to this Declaration whether or not the deed conveying the Lot shall so state.

Section 5

Any notice required to be sent to any Lot Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the Lot Owner of record at the address of the Lot owned by said Lot Owner at the time of such mailing.

Section 6

By acceptance of a deed to a Lot, all Owners acknowledge that there are underground gas lines and related improvements located in or near the Subdivision. Each Owner, for himself, the

members of his family, his guests, tenants, and invitees, acknowledges and accepts all health, safety and other risks and hazards associated therewith. The Company and the Homes Association shall have no liability or responsibility to any Owner or other party with respect to such gas lines and related improvements.

Section 7

By acceptance of a deed to a Lot, all Owners acknowledge and accept the inherent risks and hazards (whether foreseeable or not) associated with use of any swimming pool and any diving board and/or slide (including the Swimming Pool Improvements, if any) and any playground equipment that may be installed as part of the Common Areas. The Company and the Homes Association and the officers, directors and agents of the Company and the Homes Association shall have no liability or responsibility to any Owner or other party with respect to such inherent risks and hazards. *Each Owner, for himself, the members of his family, his guests and invitees, shall be deemed to have released and agreed never to make a claim against the Company, the Homeowners Association and/or any officer, director or agent of the Company or the Homeowners Association for any personal injury or death that may be suffered or incurred by any of such releasing parties in connection with use of the swimming pool area or any playground area, and each of them shall be deemed to have waived any and all claims and causes of action that any of them may ever have against any of such released parties with respect thereto.*

Section 8

The Company shall have the right and authority, by written agreement made expressly for that purpose, to assign, convey and transfer to any person(s) or entity, all or any part of the rights, benefits, powers, reservations, privileges, duties and responsibilities herein reserved by or granted to the Company, and upon such assignment the assignee shall then for all purposes be the Company hereunder with respect to the assigned rights, benefits, powers, reservations, privileges, duties and responsibilities. Such assignee and its successors and assigns shall have the right and authority to further assign, convey, transfer and set over the rights, benefits, powers, reservations, privileges, duties, and responsibilities of the Company hereunder.

Section 9

This Declaration shall be governed by and construed in accordance with the laws of Missouri.

IN WITNESS WHEREOF, the Company has caused this Declaration to be duly executed under due authority and recorded the date first above written.

Eagle Creek III LLC

Solar Panels Construction Standards; Missouri Senit Bill NO.820 was passed in 2022 and is effect January1, 2023

These guidelines apply to all solar collectors including without limitation solar panels and their association components, or other solar energy devices referred to Resolution as devices or systems or equipment which due to installation and use location are or may become visible from neighboring yards and homes.

APPROVAL OF INSTALATION

- A. The home owner is reasonable to obtain and approvals required by the electrical utility provider.
- B. Detailed planes for installation and placement of any solar device must be submitted to the design review committees for the owner must receive written approval prior to insulation.
- C. Installed systems should comply with net metering statues as will as city ordinances. City permits are solely the responsible for knowing what permits may be required and obtaining any such permits before installation begins.
- D. Owners are responsibility to check with their insurance prior to installation begins such installation may impact their roof warranty or other aspects of their homes. Eather the association nor the board of directors is liable is liable to the owners for roof damage or for effects to roof warranties. The association's approval for installation of any such device is not a representation that the system chosen by the owners is safe to use or is compatible with owner's roof.
- E. . Owners must require their contractors to identify any concerns about possible reflections to neighbors' homes.

Types of installation

- a. All associated wiring and controls shall be mounted to or into home structure. Wires and other mechanical components should be concealed as possible. If such components can not be concealed, they should be placed as inconspicuously as possible when viewed from all angles.
- b. If solar shingles are to be installed, they should mimic roof requirements and composed shingles as closely as possible.
- c. Solar panel installation must be roof mounted. The association has a strong preference for solar panels to be installed on existing roof space not visible from the front of the house. The Association will not identify any requirements regarding which existing roof area must be used.
- d. The association requires that roof-mounted panel designs conform to existing roof geometry. A key element of maintaining architectural harmony within the development is to avoid deviations from existing rooflines within a given unit and across connecting units, accordingly, designs which do not have solar panels retain the same angle as existing rooflines are to be avoided. The panel distances above the existing roof surface are to be minimized as practically possible.
- e. Solar panel system application for approval must include photos. Simulated photos are acceptable and drawing's showing panel layout and the location of any inverter hardware, or other system infrastructure.
- f. The association will charge \$150.00 to review the application.

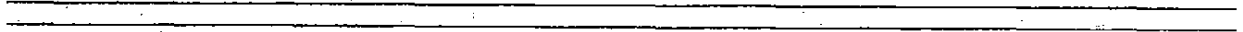


Exhibit A
Legal Description

All that part of the NE 1/4 of Section 18, and the SE 1/4 of Section 7, Township 48, Range 30, in Blue Springs, Jackson County, Missouri, described as follows: Beginning at the NE corner of the NE 1/4 of the NE 1/4 said Section 18; thence S 1°42'01" W, along the east line thereof, 1318.55 feet to the SE corner of said 1/4-1/4 Section; thence N 88°04'42" W, 2203.73 feet; thence N 2°04'05" E, 633.02 feet to the SW corner of Lot 344, LAKE VILLAGE, LOTS 337-348 AND 366-370, a subdivision, thence (the following seven courses being along the southerly and easterly lines of said subdivision) S 87°49'46" E, along the south line thereof, 150.08 feet; thence S 89°04'01" E, 23.75 feet; thence N 87°31'13" E, 263.69 feet; thence N 82°03'04" E, 158.92 feet to the SE corner of Lot 366 of said subdivision; thence N 10°00'18" W, along the east line thereof, 125.00 feet; thence northeasterly along a curve to the left having a Radius of 2089.81 feet and an Initial Tangent Bearing of N 79°59'42" E, an Arc Length of 10.89 feet; thence N 10°18'13" W, 174.98 feet to the NE corner of Lot 349 of said subdivision, and the southerly line of Lot 272, LAKE VILLAGE, LOTS 248-287, a subdivision; thence (the following eight courses being along the southerly line of said subdivision) N 77°05'48" E, 174.11 feet; thence N 71°52'56" E, 174.22 feet; thence N 66°40'05" E, 174.22 feet; thence N 61°27'09" E, 174.22 feet; thence N 56°14'03" E, 174.22 feet; thence N 51°01'19" E, 174.22 feet; thence N 45°48'23" E, 174.22 feet; thence N 40°36'42" E, 52.31 feet; thence S 66°35'01" E, 279.38 feet; thence S 87°58'25" E, 330.00 feet to a point on the east line of the SE 1/4 of the SE 1/4 of aforementioned Section 7; thence S 2°01'35" W, along said east line, 203.35 feet to the SE corner thereof, and the Point of Beginning. Containing 58.64 acres, more or less.

All that part of the NE 1/4 of the NE 1/4 of Section 18, and the SE 1/4 of the SE 1/4 of Section 7, Township 48, Range 30, in Blue Springs, Jackson County, Missouri, described as follows: Beginning at the NE corner of the NE 1/4 of the NE 1/4 said Section 18; thence S 1°42'01" W, along the east line thereof, 1318.55 feet to the SE corner of the NE 1/4 of the NE 1/4 of said Section 18; thence N 88°04'42" W, along the South line of said 1/4-1/4 Section, 450.05 feet; thence N 48°18'26" E, 73.56 feet; thence N 28°28'00" W, 124.84 feet; thence Southwesterly, along a curve to the Right, having a Radius of 325.00 feet and an Initial Tangent Bearing of S 63°46'36" W, an Arc Length of 2.10 feet; thence N 25°51'12" W, 172.42 feet; thence N 42°05'34" E, 122.15 feet; thence Southeasterly along a curve to the Right, having a Radius of 630.00 feet and an Initial Tangent Bearing of S 47°54'26" E, an Arc Length of 6.85 feet; thence N 42°42'57" E, 107.13 feet; thence N 26°52'52" E, 153.61 feet; thence N 12°05'34" E, 121.79 feet; thence N 02°01'35" E, 589.73 feet; thence N 09°59'54" E, 50.00 feet; thence Southeasterly along a curve to the Left, having a Radius of 575.00 feet and an Initial Tangent Bearing of S 80°00'06" E, an Arc Length of 32.42 feet; thence N 06°46'03" E, 148.14 feet to a point on the South Line of Lot 171, MORELAND VILLAGE, 5TH PLAT, a subdivision, thence S 87°58'25" E, along the south line of said Lot 171, and the South line of Lot 170 of said MORELAND VILLAGE 5TH PLAT, 244.27 feet to the southeast corner of said subdivision, said point being on the East line of the SE 1/4 of the SE 1/4 of aforementioned Section 7; thence S 2°01'35" W, along said east line, 203.35 feet to the SE corner thereof, and the Point of Beginning. Containing 12.272 acres, more or less.

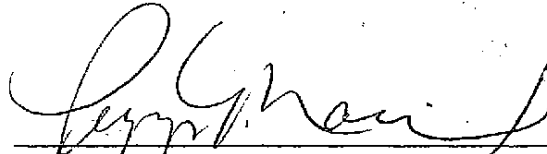
By: Mike Giro
Name: Mike Giro
Title: Member President

STATE OF MISSOURI)
)ss.
COUNTY OF JACKSON)

BE IT REMEMBERED THAT ON THIS 7th day of FEB., 2024 before me, the undersigned, a notary public in and for the county and state aforesaid came Mike Giro

who is a member of Eagle Creek III LLC, a Missouri limited liability company, and who is personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same for and on behalf of said Company.

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



Notary Public

