

**GLEN EAGLE
LOTS 1-31**

**DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS**

HARRISONVILLE, MISSOURI

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EXHIBIT A – LEGAL DESCRIPTION OF PROPERTY

**GLEN EAGLE
LOTS 1-31**

**DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
HARRISONVILLE, MISSOURI**

THIS DECLARATION ("**Declaration**") is made this ____ day of _____, 2021, by HB Investors, LLC, a Missouri limited liability company (hereinafter referred to as "**Declarant**").

RECITALS:

NOW, THEREFORE, Declarant does hereby declares that all of the Property described in **Exhibit A** hereto shall be held, sold and conveyed subject to the following easements, restrictions, covenants, conditions, reservations, liens and charges, which are for the purpose of protecting the value and desirability of the Property, and which shall run with the Property and be binding on and shall inure to the benefit of all parties having any right, title or interest in the described Property or any part thereof, including their heirs, successors and assigns.

**ARTICLE 1.
DEFINITIONS**

SECTION 1.1. "**Additional Land**" shall have the meaning ascribed to such term in Section 12.1.

SECTION 1.2. "**Appearance Control Committee**" shall have the meaning ascribed to such term in Article 10 hereof. Prior to the formation of the Committee and during any periods of time after such formation that the Committee no longer exists, all consents and approvals reserved to the Committee shall be made solely by the Declarant.

SECTION 1.3. "**Articles of Incorporation**" shall mean the Articles of Incorporation for the Association.

SECTION 1.4. "**Assessments**" shall mean collectively the Base Annual Assessments, Special Assessments and Capital Contributions and any other assessment or charge the Association is authorized to levy under this Declaration.

SECTION 1.5. "**Association**" shall mean The Glen Eagle Homeowners Association, a Missouri not-for-profit corporation, its successors and assigns. Prior to the formation of the Association and during any periods of time after such formation that the Association no longer exists, all consents and approvals reserved to the Association shall be made solely by the Declarant.

SECTION 1.6. “**Base Annual Assessments**” shall have the meaning ascribed to such term in Section 5.2 hereof.

SECTION 1.7. “**Bylaws**” shall mean the Bylaws of the Association; as such Bylaws may be amended from time to time.

SECTION 1.8. “**Capital Contributions**” shall have the meaning ascribed to such term in Section 5.4 hereof.

SECTION 1.9. “**City**” shall mean the City of Harrisonville, Missouri.

SECTION 1.10. “**City Property**” shall mean all real property, and all improvements or infrastructure improvements conveyed or dedicated by the Declarant to the City, City Property at the time of recording of this Declaration, all Dedicated Rights-of-Way and all sanitary sewer lines and water mains (except for sewer service lines from the street stub to the Residence and water service lines from the service box to the Residence, which shall be maintained by the Association).

SECTION 1.11. “**Common Area**” shall mean all real property and all improvements and fixtures thereto and all personal property owned by the Association for the common use and enjoyment of the Owners. Common Area includes, but is not limited to, any green space, landscaping within the island areas and located within street rights-of-way and landscaping features and walls; ponds, streams, creeks and drainage and retention facilities; (a) any land deeded to the Association by or at the direction of Declarant; (b) any easements, leases, licenses and other interests in real property and rights of use granted to the Association by or at the direction of Declarant, and the land or other property which is the subject thereof; **PROVIDED, HOWEVER**, the foregoing does not constitute a representation or warranty that any Common Area so enumerated will exist within the Property.

SECTION 1.12. “**Declarant**” shall mean and refer to HB Investors, LLC, a Missouri limited liability corporation and its successors and assigns.

SECTION 1.13. “**Dedicated Right-of-Way**” shall mean and refer to the public rights-of-way depicted on any Plat of Subdivision.

SECTION 1.14. “**Lot**” shall mean a plot of land upon which a Residence is constructed or to be constructed. A Lot shall be a subdivision lot created by the recording of a Plat of Subdivision, or a portion of a subdivision lot.

SECTION 1.15. “**Member**” shall mean and refer to every person or entity who holds a membership in the Association, including Declarant and any beneficiary of a trust holding legal title to one or more Lots.

SECTION 1.16. “**Owner**” shall mean and refer to the record owner of fee simple title to any Lot which is a part of the Property but excluding those having such interest merely as security for the performance of an obligation, such as secured lenders.

SECTION 1.17. “**Plat of Subdivision**” shall mean a final plat of subdivision, additional plat of subdivision or re-subdivision recorded against the Property, with the Recorder of Deeds Office and expressly made subject to the terms of this Declaration.

SECTION 1.18. “**Property**” shall mean and refer to that certain real property described on **Exhibit A**, attached hereto and incorporated herein by this reference, and such additions thereto as may hereafter be brought within the jurisdiction of the Association by the written amendment of this Declaration, as provided under Section 12.1.

SECTION 1.19. “**Residence**” shall mean one single-family home.

SECTION 1.20. “**Recorder of Deeds Office**” shall mean the Office of the Recorder of Deeds of Cass County, Missouri.

SECTION 1.21. “**Special Assessments**” shall have the meaning ascribed to such term in Section 5.3 hereof.

ARTICLE 2. **MEMBERSHIP IN THE ASSOCIATION**

SECTION 2.1. **Membership**. Every Owner, including Declarant, shall be a Member of the Association, and each Owner, by acceptance of a deed for his Lot, agrees to be a Member of the Association, whether or not it shall be so expressed in any such deed or other conveyance. Ownership of a Lot shall be the sole qualification for membership, and there shall be only one (1) membership per Lot.

SECTION 2.2. **Transfer of Membership**. Membership held by any Owner of a Lot is an appurtenance to such Lot and shall not be transferred, alienated, or pledged in any way, except upon the sale or encumbrance of such Lot, and then only to the purchaser of such Lot. Any attempt to make such a transfer except by the sale or encumbrance of a Lot is hereby deemed to be null and void. Reference to the transfer of membership need not be made in an instrument of conveyance or encumbrance of such Lot for the transfer to be effective, and the same shall automatically pass with title to the Lot. Members are required to provide the Association written notification upon the transfer, alienation or sale of their Lot to a new Owner.

ARTICLE 3. **VOTING RIGHTS IN THE ASSOCIATION**

SECTION 3.1. **Membership Classes**. The Association shall have two (2) classes of voting membership, as follows:

- (a) **Class A**: Class A Members shall be all Owners of Lots with the exception of Declarant. Class A Members shall be entitled to one (1) vote for each Lot in which they hold the interest, except that there shall be only one (1) vote per Lot.
- (b) **Class B**: Class B Member shall be Declarant. The Class B Member shall be entitled to three (3) votes for each Lot in which it holds the interest required by Section 2.1 for

membership. The Class B membership shall cease and be converted to Class A membership on the happening of any of the following events, whichever occurs earliest:

- (i) Ten (10) years from the date of this Declaration;
- (ii) One hundred twenty (120) days after the date by which seventy-five percent (75%) of the Lots have been conveyed to Owners;
- (iii) The date on which Developer no longer owns any Lots; or
- (iv) The date on which Declarant voluntarily withdraws as the Class B Member by executing and recording with the Recorder of Deeds Office, a written declaration of intent to withdraw, which shall become effective in the manner specified in such declaration of intent.
- (v) Anything contained in the Articles of Incorporation or the Bylaws of the Association notwithstanding, so long as Declarant is a Class B Member, it shall have the absolute right to appoint and remove any member of the Board of Directors and/or officers and agents of the Association.

SECTION 3.2. Exercise of Voting Rights among Co-Owners. When more than one person (other than Declarant) holds an interest in any Lot, all such persons shall be Members and the vote for such Lot shall be exercised as they determine among themselves. Absent such advice, the Lot's vote shall be suspended if more than one person seeks to exercise it. In no event shall more than one vote be cast with respect to any Lot not owned by Declarant.

ARTICLE 4.
DUTIES AND POWERS OF THE ASSOCIATION

SECTION 4.1. General. The Association shall have the power and duty to:

- (a) pay any real property taxes and other charges assessed against Common Area;
- (b) grant easements where necessary for public utilities over Common Area to serve Common Area or Lots;
- (c) maintain such policy or policies of insurance, including, but not limited, to those described in Article 16, at all times as the Board of Directors deems necessary or desirable in furthering the purposes of and protecting the interests of the Association and its Members, officers and directors;
- (d) employ a manager or other persons and contract with independent contractors, managing agents, collection agents and others to perform and effectuate all or any part of the duties and powers of the Association, if deemed necessary by the Board of Directors;
- (e) enforce any easements or restrictions which may be set forth herein;
- (f) establish such reserves as may be required hereunder or as the Board of Directors shall from time to time deem necessary to fulfill and further the purposes of the Association;

- (g) exercise any other right or powers given to the Association under this Declaration or under the general corporation laws of the State of Missouri.

SECTION 4.2. Maintenance of Common Area. The Association shall maintain, repair, and replace, as deemed beneficial by the Board of Directors, Common Area and other areas, if any, for which the Association has or assumes responsibility pursuant to the terms of this Declaration or any amendment hereto.

SECTION 4.3. Property and Lot Maintenance. Prior to construction of a Residence on each Lot, all vacant Lots and undeveloped portions of the Property shall be kept mowed and free of trash and construction debris by the Owner thereof. After the completion of each, the Owner shall cultivate an attractive ground cover or grass on all areas visible from the street, shall maintain all areas in a sanitary and attractive manner. Grass, weeds and vegetation on each Lot must be kept mowed at regular intervals in a neat and attractive manner. All bushes, trees and shrubs must be maintained and kept reasonably trimmed. No Owner shall permit weeds or grass to grow to a height of greater than eight (8) inches upon his or her Lot. Upon failure of the Owner of any Lot to maintain such Lot (whether or not developed), the Association may, at its option, mow as often as necessary, at the owner's expense. Further, the City shall have the right to mow as provided above, at the Owner's expense. These provisions shall create a lien in favor of the performing party against such property for the cost of such work.

SECTION 4.4. Maintenance of Improvements. Subject to the provisions of this Article, each Owner shall maintain the exterior of all buildings, fences, walls and other improvements on his lot in good condition and repair, shall replace worn and rotten parts, shall regularly repaint all painted surfaces and shall not permit the roofs, rain gutters, downspouts, exterior walls, windows, doors, walks, driveways, parking areas or other exterior portions of the improvements to deteriorate. Upon failure of the Owner of any Lot to maintain such improvements on his or her Lot, the Association may perform such maintenance as necessary in its judgment, at the Lot owner's expense. These provisions shall create a lien in favor of the performing party against such lot for the cost of such work.

ARTICLE 5. **COVENANT FOR ASSESSMENTS**

SECTION 5.1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot, by acceptance of a deed therefor or possession thereof (whether or not it shall be so expressed in any such deed or other conveyance), is deemed personally and individually to covenant and agree to pay to the Association the Assessments authorized under this Declaration. In addition, Declarant hereby covenants and agrees for each Lot owned by Declarant within the Property to pay to the Association the Assessments authorized under this Declaration, subject to the provisions set forth in Sections 5.8 and 5.9. All such Assessments shall be fixed, established and collected from time to time as provided in this Declaration. The Assessments, together with interest thereon, attorneys' fees and costs of collection thereof, as hereinafter provided, shall be a continuing lien upon the Lot against which each such Assessment is made. Each such Assessment, together with such interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the Owner of such Lot at the time when the assessment falls due. This

personal obligation shall pass to each Owner's successors in title accepting a deed to or assignment of beneficial interest in any trust holding title to an Owner's Lot.

SECTION 5.2. Base Annual Assessments. The Association is authorized to levy Base Annual Assessments equally against all Lots subject to assessment, which shall be paid by the Owners of all Lots within the Property, to fund common expenses for the general benefit of all Owners.

SECTION 5.3. Special Assessments. The Association is authorized to levy Special Assessments to cover unbudgeted expenses or expenses in excess of those budgeted, for the following purposes:

- (a) defraying in full or in part the cost of any construction, reconstruction, repair or replacement of any existing improvement on Common Area or any improvements which are the responsibility of the Association,; and
- (b) defraying in full or in part the cost of, and providing of funds to the Association, for carrying on any of its duties set forth in this Declaration or in its Articles of Incorporation or Bylaws or under the general corporation laws of the State of Missouri.

Any Special Assessments shall be approved by a majority of the Members that are subject to such Special Assessment voting in person or by proxy at a meeting duly called for such purpose, at which a quorum is present, written notice of which shall be sent to all such Members in accordance with the Bylaws, setting forth the purpose of the meeting. Unless the Special Assessment specifies that it shall be applicable to a specified number of years, it shall be applicable only to the year enacted.

SECTION 5.4. Basis for and Maximum Amount of Base Annual Assessments. Until December 31st of the year in which occurs the conveyance of the first Lot to an Owner, the maximum Base Annual Assessment shall be determined by the Board of Directors prior to the ratification and recording of this Declaration of Covenants, Conditions and Restrictions.

- (a) From and after January 1st of the year immediately following ratification and recording of these Amended and Restated Declaration of Covenants, Conditions and Restrictions, the maximum Base Annual Assessment may be increased effective January 1st of each year by the Board of Directors of the Association (at any meeting of the Board of Directors duly convened at least thirty (30) days prior to said January effective date) without a vote of the membership, so long as Declarant is a Class B Member
- (b) Beginning as of January 1st of the first year in which Declarant is no longer a Class B Member, and during all subsequent years, the maximum Base Annual Assessment may be increased effective January 1st of each year by the Board of Directors of the Association (at any meeting of the Board of Directors duly convened at least thirty (30) days prior to said January effective date) without a vote of the membership, provided that any such increase shall not be greater than a ten percent (10%) increase over the maximum Assessment permitted for the year immediately preceding for such type of Assessment.

SECTION 5.5. Reasonable Reserves. The Association shall establish and maintain from Base Annual Assessments collected hereunder reasonable reserves for the costs of the maintenance, repair and replacement of those items which are the responsibility of the Association. The Association may establish and maintain such other reasonable reserves as the Board of Directors deems necessary and convenient which are consistent with the powers and duties of the Association.

SECTION 5.6. Uniform Rate of Assessment. Base Annual Assessments must be fixed at a uniform rate for all Lots subject thereto.

SECTION 5.7. Assessment for Lots. All Lots (vacant, under construction or with occupied homes) shall be subject to a uniform Assessment.

SECTION 5.8. Declarant Not Liable for Association Deficits. Notwithstanding anything contained in this Declaration to the contrary, Declarant shall not be liable for any liabilities, obligations, damages, causes, causes of action, claims, debts, suits or other matters incurred by or on behalf of the Association or Lot Owners or for any deficits or shortfalls incurred or realized by or on behalf of the Association or Lot Owners in connection with the Property or this Declaration. Declarant's sole liability and obligation hereunder shall be limited to the assessments assessed against any Lots owned by the Declarant, whichever applies.

SECTION 5.9. Date of Commencement of Annual Assessments; Due Dates. Base Annual Assessments provided for herein shall commence for any Lot within the Property, or any land annexed to the Property, on the day of the conveyance of the first Lot of such type in the Property and shall be prorated for the month of said conveyance. The Board of Directors shall fix the amount of such Assessments at least thirty (30) days in advance of each annual Assessment period, and in lieu thereof, the amount of each type of such Assessment for the prior year shall be the fixed amount. Written notice of any changed amount of such Assessments shall be sent to every Owner subject thereto, but failure to do so shall not invalidate the changed Assessments. Base Annual Assessments shall be payable annually or such other periodic basis set by the Board of Directors.

SECTION 5.10. Certificate of Payment. The Association shall, upon demand, furnish to any Owner liable for said Assessments, a certificate in writing signed by an officer of the Association, setting forth whether the Assessments on a specified Lot have been paid and the amount of the delinquency, if any. A reasonable charge may be made by the Board of Directors for the issuance of such certificates. Such certificates shall be conclusive evidence that any Assessment therein stated to have been paid has in fact been paid. No charge shall be made for issuing from time to time said certificates to Declarant on Lots then owned by Declarant.

SECTION 5.11. Delinquency in Payment of Assessments. Any Assessment provided for in this Declaration which is not paid when due, shall be delinquent. With respect to each Assessment not paid within fifteen (15) days after its due date, the Association may, at its election, require the Owner to pay a "late charge" in a sum to be determined by the Association and applied uniformly. If any such Assessment is not paid within thirty (30) days after the delinquency date, the Assessment shall bear interest from the date of delinquency at the lesser of (a) such rate as may be approved by the Board, or (b) the highest rate permitted by Missouri law,

and the Association may, at its option, bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien (provided for in Section 5.1 hereof) against the Lot, and there shall be added to the amount of such Assessment the late charge, the “**Delinquency Costs**” (which may include, without limitation, any costs incurred by Declarant or the Association in connection with the delinquency, whether or not legal proceedings are initiated), the costs of preparing and filing a Complaint in such action and reasonable attorneys’ fees, and in the event a judgment is obtained, such judgment shall include all Assessments accrued from date of suit to judgment, increased by such late charges, Delinquency Costs, plus interest. Each Owner vests in the Association or its assigns, the right and power to bring all actions at law or lien foreclosures against such Owner for the collection of such delinquent assessments

SECTION 5.12. Suspension of Voting Rights Due to Unpaid Assessments. The Association is authorized to suspend the voting rights of an Owner for any period during which any Assessment against such Owner’s Lot remains unpaid and delinquent, and for any period during which an Owner is in breach of any non-financial provision of this Declaration or the published rules and regulations of the Association, provided that any suspension of such voting rights, except for failure to pay Assessments, shall be made only by the Association or a duly appointed committee thereof, after notice and hearing given and held in accordance with the Bylaws or rules and regulations of the Association. The foregoing shall not apply to unfunded deficiency contributions of the Declarant under Section 5.9.

SECTION 5.13. Waiver of Use. No Member may exempt himself from personal liability for Assessments duly levied by the Association nor release the Lot owned by him from the liens and charges hereof, by waiver of the use and enjoyment of Common Area or by abandonment of his Lot.

SECTION 5.14. Subordination of the Lien to Mortgages. The lien of the Assessments provided for herein shall be subordinate to the lien of any first mortgage or trust deed. Sale or transfer of any Lot shall not affect the Assessment lien. However, the sale or transfer of any Lot pursuant to the foreclosure of a mortgage or trust deed or any proceeding or deed in lieu thereof shall extinguish the lien of such Assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any Assessments thereafter becoming due or from the lien thereof.

ARTICLE 6. **PROPERTY RIGHTS**

SECTION 6.1. Association’s Access to Lots. The Association and its respective agents, employees and independent contractors shall have the right and license to enter upon any Lot to the extent necessary to exercise any right or responsibility of the Association as set forth in this Declaration, as to the Lot or the dwelling unit or other improvements situated thereon, or to the extent necessary to enforce any covenants or restrictions set forth herein and shall not be guilty of trespass.

SECTION 6.2. Access to Adjoining Lots. Every Owner of a Lot and also the Association, and their respective agents, employees and independent contractors, shall have and

is hereby granted the right and license to enter upon the adjoining Lot to the extent necessary for the purpose of maintaining, repairing, replacing or adding to the improvements situated on or near the boundary of such Owner's Lot and shall not be guilty of any trespass. In the event the Owner of a Lot or the Association, or their respective agents, employees or independent contractors enter upon any such Lot for the purposes of exercising the right and license created by this Section 6.4, then such Owner, or the Association, as the case may be, shall make all necessary repairs or replacements on such Lot to correct any damage inflicted upon the same by exercise of the right and license.

ARTICLE 7. **EASEMENTS**

SECTION 7.1. Title to Common Area. Declarant hereby expressly reserves the right to convey to the Association all of its right, title and interest in and to any and all of the Common Areas, and Declarant covenants for itself, its successors and assigns, that it will convey or cause to be conveyed fee simple title to Common Area to the Association, subject to:

- (a) Covenants, conditions and restrictions and all other matters then of record;
- (b) The terms of this Declaration and the rights of Owners as herein set forth;
- (c) Certain conditions and restrictions concerning the use, management and operation of such Common Areas as are determined by the Declarant;
- (d) Zoning ordinances, development agreements and annexation agreements of record;
- (e) Current real estate taxes and installments of special assessments not yet due and payable (for which Declarant shall pay or make arrangements to pay its pro rata share);
- (f) Utility easements granted or to be granted for sewer, water, gas, electricity, telephone, cable television and any other necessary utilities;
- (g) Reservation of easement for ingress and egress; and,
- (h) Easements granted or to be granted for the construction, maintenance, repair and use of improvements to be located on Common Area, which may include, without limitation, any and all easements granted to, and shared use agreements with, neighboring homes associations regarding the pool and other Common Area improvements.

The Association shall accept such conveyances, assume and perform its and Declarant's obligations under such agreements, and shall maintain all public facilities and all improvements on such Common Areas.

SECTION 7.2. Utility Easements. Declarant hereby reserves unto itself, its successors, assigns and designees, the right (i) to create, declare and grant over, above, under and across Common Area or the Lots, at any time before or after conveyance, non-exclusive perpetual utility easements and (ii) to utilize any easement created by any Plat of Subdivision or other instruments, for the installation, construction, improvement or removal or reconstruction of

sewer (storm and sanitary), water, gas, electricity, cable television, telephone and any other utilities as may be necessary in Declarant's sole judgment to develop, service and maintain the Property. The aforesaid easements shall include reasonable rights of ingress and egress. Furthermore, Declarant hereby declares and reserves for the benefit of all Owners, the Association, and the various public utility companies a non-exclusive public utility easement over, above and under Common Area, and those portions of Lots on which no homes are constructed, for the installation, construction, improvement, removal, reconstruction, replacement and substitution of underground service lines, wires, cables, conduits, terminals, manholes and other fixtures as the beneficiaries of the easement may from time to time require for any sewer (storm and sanitary), water, gas, electricity, cable television, telephone and other utilities which may serve the homes constructed on the Property, or other adjacent properties. It shall be the obligation of any party exercising the easement to restore any areas disturbed by the exercise of the easement.

SECTION 7.3. Easement for Installation and Maintenance of Storm Water Service Lines. Declarant hereby reserves unto itself, the Association and their respective successors, assigns and designees an easement over the Common Area and each of the Lots within the Properties for installation, maintenance and repair of underground storm water service lines on any Lot or the Common Area. The aforesaid easement shall include reasonable rights for ingress and egress and shall be perpetual. No Owner of a Lot shall interfere with any downspout or storm water service line installed on his Residence or Lot, or the passing of storm water through the same.

SECTION 7.4. Reservation of Easements for Declarant's Benefit. Anything contained in this Declaration to the contrary notwithstanding, Declarant hereby reserves for itself, its agents, employees, contractors, sub-contractors, workmen, materialmen, invitees and any successor builders an easement under, over and across Common Area for the purposes of constructing, completing, repairing, maintaining, inspecting, exhibiting and selling any Lots or dwelling units then owned by Declarant or any such successor builders.

SECTION 7.5. Easements for Installation, Maintenance and Repair of Common Area. Declarant hereby reserves unto itself, its successors, assigns, and designees, and to the Association, the right and easement to come onto the Lots or Common Area for purposes of building, installing, maintaining, repairing, replacing and improving Common Area and any improvement located thereon or within Dedicated Rights-of-Way within the Property.

SECTION 7.6. Easement for Access to City Property. Declarant hereby declares and reserves for the benefit of the City, its officers, employees, agents and contractors, an easement and right of ingress and egress, over, upon and across any and all portions of Common Area within the Property to the extent reasonably necessary for access to the City Property or any portion thereof for purposes of inspecting, maintaining, repairing and replacing all or any portion of the City Property.

ARTICLE 8.
USE RESTRICTIONS

SECTION 8.1. Residential Use. The Property is hereby restricted to residential dwellings, and ancillary and accessory uses and buildings in connection therewith, subject to the provisions of Sections 8.2 and 9.4 and except for model homes and sales offices which may be operated by Declarant or its designees during the construction or sales period. All buildings or structures erected on the Property shall be of new construction and no buildings or structures shall be moved from other locations to the Property and no subsequent buildings or structures other than single family detached homes shall be built on any Lot. Each Residence may be occupied by only one (1) family consisting of persons related by blood, adoption or marriage or no more than two (2) unrelated persons living and cooking together or in the same residence as a single housekeeping unit; PROVIDED, HOWEVER, that nothing contained herein shall prevent occasional temporary occupancy by guests of the family or occupancy by full-time domestic servants or medical assistants employed by the family. No building or structure intended for or adapted to commercial, business or professional purposes, nor any apartment house, duplex, double house, lodging house, rooming house, dormitory, church, school, hospital, sanatorium, guest house, servant's quarters or multiple-family dwelling shall be erected, placed, permitted or maintained on any Lot.

SECTION 8.2. Restrictions on Commercial Activities. No commercial activities of any kind shall be conducted in any building or in any portion of the Property; PROVIDED, HOWEVER, that an Owner may operate a home-based business on his Lot, but only if (i) the existence or operation of the commercial activity is not apparent or detectable by sight, sound, or smell from outside the Owner's Residence located on the Lot, (ii) the commercial activity is not prohibited by the ordinances or regulations of the City and is conducted in compliance with the City's zoning ordinances, (iii) no motor vehicle with business markings is stored or parked on the Lot, except within the garages, with the garage door shut during periods of storage, and (iv) the commercial activity does not, in the Board's reasonable judgment, generate a level of vehicular or pedestrian traffic or a number of vehicles being parked in the Property which is noticeably greater than that which is typical of residences within the Property in which no such activity is being conducted. The foregoing restrictions shall not apply to the commercial activities of Declarant or its designees, or the use or operation of sales offices or model units on any Lots by Declarant or its designees during the construction and sales period or by the Association in furtherance of its powers and purposes set forth hereinafter and in its Articles of Incorporation, Bylaws and Rules and Regulations, as the same may be amended from time to time.

SECTION 8.3. Prohibition of Commercial Vehicles, Buses, Trucks, Limousines, Boats, Trailers and Recreational Vehicles on Lots. No commercial vehicles (with the exception of one (1) passenger-size pickup or van used by a Lot Owner in connection with his or her job), buses, semi trucks, limousines, boats, trailers, or recreational vehicles shall be parked or stored on a Lot, except for those which are stored within a garage constructed on a Lot, with the garage door shut during periods of storage. The prohibitions on parking set forth in this Section and in Section 8.4 below shall not apply to temporary parking, such as for deliveries and other commercial services.

SECTION 8.4. Garages; Storage of Cars. The Owner of any Lot shall keep the garage door of his Residence shut at all times when it is not in use. The Association may remove or cause to be removed any non-permitted vehicle pursuant to this Section or Section 8.3 hereof at the expense of the owner thereof in any manner in accordance with applicable law.

SECTION 8.5. Animals. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot except for dogs, cats and other common animals kept as household pets, but not for breeding purposes. No more than four (4) domesticated household pets will be permitted on each Lot. The owner of any pet shall immediately remove any bodily waste deposited by its pet on any Lot, Common Area, parkways, cul-de-sac islands or streets.

SECTION 8.6. Limitations on Signs. No sign of any kind shall be displayed to the public view on or in front of any Lot or on any vehicle or equipment on or in front of any Lot except for the following: (i) one (1) sign of not more than five (5) square feet, which advertises the Lot and improvements thereon for rent or sale; (ii) signs used by Declarant or its designee to advertise the land or lots and any improvements thereon during the development, construction and sales period; and (iii) such signs as may be required by legal proceedings; and (iv) one (1) professional sign of not more than two (2) square feet which may include, without limitation, signs which promote private sales (such as "garage" sales), and signs promoting political candidates. (which may be placed only 30 days before and five days after the subject election). Any such signs may not: (i) describe the condition of the Unit or Lot; (ii) describe, malign or refer to the reputation, character or building practices of Declarant or any other Lot Owner; and (iii) discourage or otherwise impact or attempt to impact anyone's decision to acquire a Lot or Unit in the Property. Declarant and Association or their respective agents shall have the right to remove all signs, billboards or other advertising structures that do not comply with this Section.

SECTION 8.7. Prohibition of Nuisances. No Owner shall permit any noxious or offensive activity, or permit anything to be done or kept about or within his or her Lot, or on or about any portion of the Property, which will obstruct or interfere with the rights of other Owners or occupants, or annoy them with unreasonable noises, or otherwise, nor shall he or she commit or permit any other nuisance or commit or suffer any illegal act to be committed thereon.

SECTION 8.8. Limitations on Fences. No Owner shall install any fence which encroaches upon any neighboring lot or Common Area within the Property. The maximum height of any fence shall be six (6) feet and subject to placement restrictions per Section 9.4 and Section 9.8 herein.

SECTION 8.9. Prohibition of Window Air Conditioners or Window Fans. No window air conditioners or window fans shall be placed in any home constructed on the Property.

SECTION 8.10. Trash Removal. All storage piles, rubbish, trash and garbage shall be regularly removed from the Property and shall not be allowed to accumulate thereon. Each Owner shall be responsible for trash removal from his Lot. The foregoing restrictions on trash piles and storage piles shall not apply to the activities during the construction and sales period. All rubbish, trash and garbage shall be stored within the garage on the rear of the Lot in trash cans with sealed lids.

SECTION 8.11. Restrictions on Changes or Improvements. No awnings shall be constructed or added to any home surface facing any public street. Any other additions, changes or improvements to any home, the placement of any decks on the Lot by any Owner other than Declarant will be allowed only with the approval of the Appearance Control Committee, as provided under Article 10. The Committee shall have discretion to approve placement of decks that encroach upon rear yard set-backs as designated on any Plat of Subdivision. All improvements which require a permit from the City will only be approved subject to the issuance of such permit.

SECTION 8.12. Restrictions on Radio and TV Receiver Installations. No more than one satellite dish will be allowed on any Lot within the Property. The Board of Directors may enact regulations regarding such installations, PROVIDED, HOWEVER, that any such rule or rules adopted by the Board of Directors shall (i) be enforced against Owners in a non-discriminatory manner and (ii) comply with the terms and conditions of applicable federal, state or local laws, ordinances, rules or regulations, as same may be amended from time to time. Notwithstanding the foregoing, no such installations by any Owner shall be permitted upon any portion of Common Area.

SECTION 8.13. Clearance of Utilities. The Owner of a Lot, and not the Association, shall be responsible for the clearance and relocation of any utilities that must be made in connection with the installation of any improvements by the Owner on his Lot.

SECTION 8.14. Maintenance of Easement Areas. Easements for installation and maintenance of the utilities, sewer pipelines and facilities and drainage facilities over each of the Lots, and in Common Area, are reserved as shown on the recorded Plat of Subdivision or as created in accordance with this Declaration or any amendments hereof. Within these easements, no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change the direction in the flow, or which may obstruct or retard the flow of water through drainage channels in the easements. Sump pumps, gravity drains and other drains serving the Residence constructed on any Lot shall not outfall or empty into grass swales between Lots, but only into a storm sewer, a storm water service line or an underground drain pipe connecting to a storm sewer included in the storm drainage system for the Property; PROVIDED, HOWEVER, that sump pumps, gravity drains and other drains serving Lots which are adjacent to a detention pond located with Common Area may outfall and empty through underground drain pipes directly into said adjacent detention pond at a level not higher than the normal pool elevation of such detention pond. All such easement areas located on a Lot and all improvements in it shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority, a private or public utility company or the Association is responsible.

SECTION 8.15. Leases of Lots. Any Owner may lease his Lot, but no lease may be for a period of less than thirty (30) days. All leases must be made expressly subject to the terms of this Declaration. In the event any Owner leases his Lot, he shall at all times keep the Association advised in writing of the address of his own current residence and any changes thereto, and of the name(s) of his tenant(s). Notwithstanding the foregoing, Declarant and its successors and assigns shall have the right to rent any or all Residences located on Lots owned by Declarant.

ARTICLE 9.
CONSTRUCTION OF IMPROVEMENTS

SECTION 9.1. General Standards. All construction in the Property shall be in accordance with the standards developed pursuant to this Article 9, unless otherwise approved by the Committee as provided herein.

SECTION 9.2. Garage Required. Each residence shall have an attached garage unless otherwise permitted by the Committee. No garage shall be enclosed or otherwise altered to prevent the automobile parking within such garage unless an additional garage is constructed which meets the standards of this Article 4, is in compliance with existing City ordinances and is approved by the Committee. Enclosure of garages by Declarant for temporary marketing, sales, construction or office purposes is permitted hereby, provided such enclosures are used in accordance with the provisions of Section 3.4(m) hereof. If any garage is so enclosed by Declarant or a Builder, such garage shall be converted to use solely for the parking of automobiles as described in Section 9.4 prior to the sale or lease of such residence to the occupying Owner.

SECTION 9.3. Driveways. All driveways shall be surfaced with concrete.

SECTION 9.4. Construction Specifically Regulated.

- (a) No temporary dwelling, shop, trailer or mobile home of any kind nor any improvement of a temporary character (except children's playhouses, dog houses, gazebos, and buildings as approved by the Committee, which may be placed on a lot only in areas not visible from any street adjacent to the lot) shall be permitted on any lot except that the Declarant or its designee may have temporary dwellings, trailers or improvements (such as a sales office and/or construction trailer) on a given Lot. No house shall be permitted to stand with its exterior in an unfinished condition for longer than nine (9) months after commencement of construction.
- (b) No structure of a temporary character, such as a trailer, tent, shack, barn or other out-building, shall be used on any land at any time as an occupied dwelling.
- (f) No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadway shall be placed or permitted to remain on any corner lot within the triangular area formed by the street right-of-way lines and a line connecting them at points fifteen (15) feet from the intersection of the street right-of-way lines, or, in the case of a rounded property corner, from the intersection of the street right-of-way lines as extended. The same sight-line limitations shall apply on any lot within fifteen (15) feet from the intersection of a street right-of-way line with the edge of a private driveway or alley pavement. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight line.
- (g) Except for children's playhouses, no building previously constructed elsewhere shall be moved onto any lot.

- (i) After Declarant has developed the lots, the general grading, slope and drainage plan of a lot may not be altered, nor may any dams, berms, channels or swales be constructed or excavated, without the prior approval of the Committee, the City (if applicable) and other appropriate agencies having authority to grant such approval.
- (j) All containers and other facilities for trash disposal must be located inside the garage or on the side of the residence.
- (k) All exterior mechanical equipment, including, without limitation, heating, air conditioning and ventilation ("HVAC") equipment, shall be located and screened on the side or back of the residence. No window air conditioning units shall be permitted in any residence on any lot.
- (l) All construction shall also comply all other applicable deed restrictions, encumbrances of record, zoning ordinances and requirements, planned use and development restrictions, building codes, FHA and VA requirements and regulations and all other applicable ordinances and regulations.

Section 9.5. Minimum Floor Area. The total air-conditioned living area of the main residential structure on each lot, as measured to the outside of exterior walls, but exclusive of porches, garages, patios and detached accessory buildings, shall be not less than 1,300 square feet on the main floor for a ranch style residence; 2,100 square feet for a two story residence with at least 900 square feet on the main floor; and 1,550 square feet for a one and one-half story (and reverse one and one-half story) residence with at least 900 square feet on the main floor.

SECTION 9.6. Approved Materials.

(a) At all times, for both new construction and remodeling or replacement of Residences, the exterior of each residential structure must be faced on all sides with either stone, brick, stucco or a siding material approved by the Committee.

SECTION 9.7. Side, Front and Rear Setback Restrictions. No Residence shall be located on any lot nearer to the front or rear lot line or nearer to the side lot line than the minimum setback lines shown on the Plat of Subdivision for Glen Eagle in which such residence will be located, or required by the City. In any event, no building shall be located on any lot nearer than thirty (30) feet from the front lot line, nor on corner lots nearer than twenty (20) feet to the side property line adjoining the street. For all purposes of this Section 9.7, eaves, steps and open porches shall not be considered as a part of a Residence; PROVIDED, HOWEVER, that this shall not be construed to permit any portion of a Residence on a Lot to encroach upon another Lot or to vary from any applicable City requirements.

SECTION 9.8. Fences. No fence or wall shall be permitted to extend nearer to the front street than: (i) forty-five (45) feet from the front street; or (ii) the front of the house, whichever distance is further. Fences on corner lots shall not be permitted within twenty (20) feet from any side street.

SECTION 9.9. Sidewalks. All sidewalks shall conform to all applicable City, FHA and VA specifications and regulations.

SECTION 9.10. Destruction. Any improvements on any Lot which are fully or partially destroyed or damaged by fire, storm or any other peril shall not be permitted to remain with its exterior in a damaged condition longer than six (6) months

ARTICLE 10.
APPEARANCE CONTROL COMMITTEE

SECTION 10.1. Creation of Appearance Control Committee. There is hereby created an Appearance Control Committee (the "**Committee**"), which shall consist of three (3) members designated and replaced from time to time by Declarant or by the Board of Directors as provided herein. Declarant is hereby authorized to designate and replace members of the Committee until such time as the last Lot of the Property is developed with a home and is sold to a third party purchaser, and said power and duty shall cease at that time. Thereafter, such powers and duties shall be vested in the Board of Directors of the Association or in a committee duly appointed by such Board of Directors. No member of the Committee, nor its designated representative, shall be entitled to any compensation for such services performed pursuant to this covenant. The Committee shall be governed by the Association and the Board of Directors thereof.

SECTION 10.2. Review and Approval of Plans. No (i) structure, improvement or addition (including, but not limited to, decks, patios and in-ground pools) shall be erected, placed or altered on any Lot within the Property (except as are installed or approved by Declarant in connection with the initial construction of the dwelling and other improvements on the Lot) until: (i) the building plans, specifications and plot plan showing the location and proposed improvements, placement or alteration or addition; or (ii) color scheme for exterior painting, has been approved in writing by the Committee as to conformity of external design, color and harmony with any existing structures or landscaping on the Property and as to location with respect to topography and finished ground elevation. The Committee shall notify an applicant of such approval or disapproval of its action within thirty (30) days after said building plans and specifications, plot plan, or color scheme descriptions have been submitted to the Committee; or, in the event the Committee does not disapprove of the building plans, specifications and plot plan or color scheme as submitted, within said 30 day period, and (i) no suit to enjoin the erection, placement or alteration of such structure, or other improvement or addition, or exterior painting to require the removal thereof has been commenced prior to the completion thereof, or (ii) no removal thereof has been undertaken by the authorized agents of the Association, as provided for herein, such approval will not be required, and this covenant shall be deemed to have been fully complied with.

SECTION 10.3. Enforcement. In the event any such structure, improvement, or addition or exterior painting are erected, placed or altered on any Lot in violation of the provisions of this Article 10, the authorized agents of the Association, upon an affirmative vote taken by the Board of Directors, may enter onto such Lot with no further notice than that provided by the recording of this Declaration and may (but shall not be required to) remove the same and the costs of removal (including any and all fines or penalties therefore promulgated by the Association) shall be paid by the Owner, and if unpaid, shall constitute a lien against the Lot as provided in Section 5.1 and shall give rise to the remedies available to the Association provided in Sections 5.12 and 5.13. In such event, neither the Association, its Board of Directors, or the authorized agents of the Association shall be guilty of trespass or held liable for damages. In the event suit is filed or

in the event the Association takes other actions to enforce this Declaration with respect to such structure, improvement, addition or painting, including removal thereof by the authorized agents of the Association, the Owner shall be responsible for attorneys' fees and costs incurred by the Association, as provided in Section 17.1 hereof. Notwithstanding the foregoing, the City shall be authorized to enforce this Article 10 in any legal manner available in the event that the Association defaults in its obligation to enforce this Article 10 and such default by the Association remains uncured for more than thirty (30) days following written notice from the City to the Association specifying the nature of such default (unless such default cannot reasonably be cured within such 30-day period, in which event the Association shall have a reasonable period to cure such default).

ARTICLE 11.
OWNER'S OBLIGATION TO MAINTAIN

SECTION 11.1. Covenant to Maintain. Each Owner, his heirs, successors and assigns, hereby covenants and agrees at all times to maintain his Lot, and the Residence constructed thereon, in a neat and proper condition and to perform all necessary repairs thereto, to the extent not provided for by the Association pursuant to this Declaration. The foregoing shall include the duty of each Owner to water the landscaping on such Owner's Lot, including all landscaping located between two individual Residences, as provided in Section 4.3. The Owner of each Lot shall be solely responsible for all repair and replacement of lawn, plants, shrubs and other landscaping, which were damaged or died due to the failure of the Owner to adequately water his Lot.

SECTION 11.2. Enforcement of Owner's Maintenance Obligations. If any Owner fails to perform his or her obligations hereunder, the Association may, but shall not be required to, perform such obligations (including repair and replacement of landscaping and plant materials), and shall not thereby be deemed guilty of trespass. The Association shall be entitled to reimbursement in full from the Owner for its costs of every kind incurred in connection therewith, and any such expenditures incurred by the Association shall become the personal obligation of the Owner and a continuing lien on the Lot, recoverable with interest, costs and reasonable attorneys' fees in the same manner and to the same extent as provided under Section 5.1 and shall give rise to the remedies available to the Association provided in Sections 5.12 and 5.13.

ARTICLE 12.
ANNEXATION OF ADDITIONAL LAND

SECTION 12.1. Declarant may in the future, but is under no obligation, annex portions of adjacent undeveloped land within the original Glen Eagle Preliminary Plan to plat and develop additional phases of Glen Eagle. Declarant therefore reserves the right, in connection with future platted phases of Glen Eagle, to annex such areas to the Property and to amend this Declaration, in whole or in part, to include such additional platted areas and uses, upon such different terms as may be applicable thereto, including, without limitation, minimum floor areas, Assessments, construction standards and materials, setback requirements, Architectural Control Committee and Association Board of Director matters, and any other matters Declarant may determine.

SECTION 12.2. Annexation by Declarant. Subject to the foregoing rights reserved to Declarant in Section 12.1, Declarant may, without the consent or approval of the Association, any Members or any Owners, annex to the Property additional land, including, without limitation, any real estate contiguous thereto or contiguous to the Property (collectively, the “**Additional Land**”) from time to time, by a written instrument signed by Declarant and recorded with the Recorder of Deeds Office. Should Declarant develop land within the Additional Land within twenty (20) years after the date of this Declaration, such portion of the Additional Land may be annexed to the Property and made subject to this Declaration without the assent of the Class A Members; PROVIDED, HOWEVER, that Declarant may also record one or more supplemental declarations in connection therewith, which may contain such complementary additions and modifications of the covenants, conditions and restrictions contained in this Declaration as may be necessary or appropriate to reflect the different character, if any, of the Additional Land as are not materially inconsistent with this Declaration and which do not adversely affect the concept of this Declaration as it applies to the Property described in **Exhibit A** hereto. Such Additional Land, or portions thereof, may be annexed in separate phases and shall be considered annexed to said Property and subjected to the provisions of this Declaration if within such twenty (20) year period Declarant executes and records an amendment or supplement to this Declaration with the Recorder of Deeds Office, describing the portion to be annexed to said Property and legally and specifically making said Additional Land, or portion thereof, subject to this Declaration. Any such amendment or supplemental declaration shall designate Lots and/or Common Area and shall also update **Exhibit A** hereto, if necessary. In improving or causing the improvement of any additional phases(s), Declarant shall keep the Property, subject to this Declaration, free of any liens or claims for liens for labor or materials provided in such improvements, pursuant to the Missouri mechanics’ lien laws.

SECTION 12.3. Annexation by the Members. Annexation of any additional real estate to the Property, other than real estate annexed by Declarant as Additional Land, shall require the recording with the Recorder of Deeds Office of an instrument signed by the Association with the assent of not less than sixty-seven percent (67%) of the votes of Members present in person or by written proxy at a meeting duly called for this purpose, at which a quorum is present, written notice of which shall be sent to all Members not less than five (5) days and not more than forty (40) days in advance of the meeting setting forth the purpose of the meeting.

ARTICLE 13. **AVAILABILITY OF RECORDS**

Any Owner or first mortgagee of any Lot shall be entitled, upon reasonable request, to receive for inspection and for copying from the Association current copies of the Declaration, Articles of Incorporation, Bylaws, records and financial statements of the Association and such other documents as may be provided for in the inspection provisions of the Bylaws. Furthermore, any holder of a mortgage given on any Lot within the Property and any phases annexed thereto, shall be entitled to receive from the Association, without cost, a copy of the Association’s financial statement, if any, and if any mortgagee shall so request in writing prior to the preparation of the annual financial statement of the Association, such financial statement shall be audited.

ARTICLE 14.
RIGHTS OF FIRST MORTGAGEES

Upon written request, any first mortgagee of a Lot shall be entitled to and shall receive from the Association notices of any of the following as shall be requested:

- (a) Any condemnation loss or casualty loss which affects a material portion of the Property and any phases annexed thereto or the Lot on which its mortgage is held;
- (b) Delinquency of assessments which remain uncured for a period of sixty (60) days or more;
- (c) Any lapse, cancellation, or modification of any insurance policy or fidelity bond maintained by the Association;
- (d) Any restoration or repair of the Property and any phases annexed thereto after partial condemnation or damage; and
- (e) Any termination of the legal status of the Property and any phases annexed thereto.

Any termination of legal status as provided in Subsection (e) above, shall require the consent of the holders of the mortgages on at least fifty-one percent (51%) of the Lots contained in the Property and any phases annexed thereto at the time thereof.

ARTICLE 15.
MUNICIPAL ORDINANCES PREVAIL

None of the covenants, conditions, restrictions or provisions of this Declaration are intended to supersede or prevail over the ordinances of general applicability of the City, and in the event of any conflict, the applicable ordinances of the City shall supersede and prevail over the covenants, conditions, restrictions and provisions of this Declaration. However, no ordinance of the City controlling or regulating any act that is expressly limited, controlled or prohibited by the covenants of this Declaration shall operate to authorize or permit such act. The Association shall comply with all City ordinances and shall seek all necessary approvals and permits from the City and other applicable governmental entities for activities it undertakes within Common Area and Lots.

ARTICLE 16.
INSURANCE

SECTION 16.1. Casualty Insurance for Common Area. The Association shall obtain and maintain a policy or policies of insurance with respect to the damage or destruction of Common Area, any improvements located thereon and to any other tangible assets of the Association, including coverage against damage or destruction by the perils of fire, lightning and those perils contained in an all risk form, and such other perils as the Board of Directors of the Association from time to time may determine should be included in such coverage, in an amount equal to one hundred percent (100%) of the insurable replacement cost thereof, without depreciation and with an agreed amount provision. Such insurance shall name as the insured,

and the proceeds thereof shall be payable to the Association, as trustee. The proceeds of such insurance shall be made available, as the Board of Directors of the Association shall reasonably determine, for the repair, reconstruction, and restoration of such portions of Common Area and other insured items subject to the rights of the first mortgagees. To the extent feasible, all such policies of insurance shall (i) provide that the insurance shall not be invalidated by the act or neglect of Declarant, the Association, its Board of Directors, its officers, any Owner or occupant, or any agent, employee, guest or invitee of any of them, and (ii) shall contain an endorsement that such policies shall not be canceled without at least thirty (30) days' prior written notice to the Association, the Owners, and all first mortgagees of the Lots.

SECTION 16.2. Liability Insurance Maintained by the Association. The Association shall obtain and maintain a policy or policies of comprehensive general liability insurance insuring on a claims-made basis the Association, its directors, officers, the Owners, and their agents and employees against claims for personal injury, including death and property damage, arising out of any occurrence in connection with the ownership, occupancy, use, supervision, operation, repair, maintenance or restoration of Common Area, any improvements located thereon and to any other tangible assets of the Association, or in connection with any act or omission of or on behalf of the Association, its Board of Directors, agents or employees within the Property. Such policies shall be in the amount of One Million Dollars (\$1,000,000) for bodily injury, including death, and property damage arising out of a single occurrence, and shall contain a provision that they may not be canceled without at least thirty (30) days' prior written notice to the Association, the Owners, and the first mortgagees of the Lots.

SECTION 16.3. Other Insurance. The Association may obtain and maintain a policy or policies of insurance with reputable insurance carriers providing the following coverage:

- (a) Directors' and officers' liability insurance;
- (b) Fidelity insurance or bonds in reasonable amounts for all officers and employees having fiscal responsibilities, naming the Association as obligee; and
- (c) Such other insurance in such limits and for such purpose as the Association may, from time to time, deem reasonable and appropriate.

SECTION 16.4. Waiver of Subrogation. To the extent feasible, all policies of insurance obtained by the Association shall contain provisions that no act or omission of any named insured shall affect or limit the obligation of the insurance company to pay the amounts of any loss sustained. So long as the policies of insurance provided for herein shall state that a mutual release as provided for in this Section shall not affect the right of recovery thereunder, and further provide coverage for the matters for which the release herein is given, all named insureds and all parties claiming under them shall, and do by these presents, mutually release and discharge each other from all claims and liabilities arising from or caused by any hazard or source covered by any insurance procured by the Association, regardless of the cause of damage or loss.

SECTION 16.5. Insurance Premium Expense. The expense of insurance premiums paid by the Association under this Article shall be an expense of the Association to which Base Annual Assessments collected by the Association from the Owners shall be applied.

ARTICLE 17.
GENERAL PROVISIONS

SECTION 17.1. Enforcement. Declarant, the Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, liens and charges now or hereafter imposed by the provisions of the Declaration. Failure by Declarant, the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. Breach of any of the covenants shall not defeat or render invalid the lien of any mortgage or trust deed made in good faith and for value as to said Lots or property, or any parts thereof, but such provisions, restrictions or covenants shall be binding and effective against any owner of said property whose title thereto is acquired by foreclosure, trustee's sale or otherwise. The Association shall be entitled to recover from any Owner against which it initiates enforcement, "**Breach Costs**" (which may include, without limitation, any costs incurred by Declarant or the Association in connection with the breach, whether or not legal proceedings are initiated, including fines and penalties promulgated by Association and the Association's costs in connection with exercising its rights pursuant to Section 8.19 hereof), the costs of preparing and filing a Complaint in such action and reasonable attorneys' fees, and in the event a judgment is obtained, such judgment shall include all Breach Costs. In addition, Breach Costs, fees and other costs incurred by the Association against an Owner, whether or not proceedings are initiated, shall constitute a lien against his Lot which may be recovered in the manner provided in Section 5.1 hereof. Notwithstanding the foregoing, the City shall be authorized to enforce the terms and provisions of Article 11 hereof in any legal manner available in the event that the Association defaults in its obligation to enforce such terms and provisions and such default by the Association remains uncured for more than thirty (30) days following written notice from the City to the Association specifying the nature of such default (unless such default cannot reasonably be cured within such 30-day period, in which event the Association shall have a reasonable period to cure such default).

SECTION 17.2. Declarant Liability. Declarant shall have no responsibility or liability for: (i) the creation, formation, management or operation of the Association or the Committee; (ii) any actions taken or omitted to be taken by or on behalf of the Association as a result of, in connection with, under or pursuant to this Declaration or the Property; or (iii) any liabilities, obligations, debts, actions, causes of action, claims, debts, suits or damages incurred by or on behalf of or arising in connection with the Association, the Committee, the Property or the duties and obligations of the Association or Committee pursuant to this Declaration.

SECTION 17.3. Severability. Invalidation of any one or more of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

SECTION 17.4. Covenants Run with the Land. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by Declarant, the Association, or the Owner of any Lot subject to this Declaration, and their respective legal representatives, heirs, successors, and assigns for a period of twenty (20) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years.

SECTION 17.5. Amendment. This Declaration may be amended by Declarant without a vote of the lot owners as long as Declarant owns any lots in the Property, and may be amended by an instrument signed by Owners comprising not less than sixty-seven percent (67%) of the total votes collectively held by all classes of Members with the written consent of mortgagees holding at least fifty-one percent (51%) of the outstanding mortgages on the Property; PROVIDED, HOWEVER, until the completion of construction of residences on all lots within the Property, no such amendment shall be valid or effective without the joinder of Declarant unless such party waives its right to consent to such amendment. Any such amendment (other than amendments by Declarant) that has the effect of (i) terminating this Declaration or (ii) terminating the legal status of the Association shall require the written consent of mortgagees holding at least sixty-seven percent (67%) of the outstanding mortgages on the Property and any phases annexed thereto. Notwithstanding the foregoing, in the event Declarant desires to amend this Declaration: (a) to correct a technical or typographical error or to clarify any provisions herein which are otherwise vague or (b) for the sole purpose of causing this Declaration to comply with the requirements of any statutes, ordinances, laws or regulations applicable thereto, Declarant shall give notice of any such amendments to all Owners and all mortgagees of Lots who have requested the same in writing. The failure to give such notice shall not affect the validity or effectiveness of such amendment. In addition, Declarant may, without any consents: (i) amend this Declaration to annex the Additional Land to the Property and to ensure that the Declaration appropriately accommodates the annexation of the Additional Land, as provided in Section 12.1 hereof; and (ii) grant easements and enter into shared use agreements with neighboring homes associations regarding all or any portion of the Common Areas. In furtherance of the foregoing, a power coupled with an interest is hereby reserved to Declarant, as attorney-in-fact to so amend the Declaration as provided in this Section 17.5, and each deed, mortgage or other instrument with respect to a Lot and acceptance thereof shall be deemed a grant and acknowledgment of and a consent to such power to said attorney-in-fact. Any amendment must be recorded with the Recorder of Deeds Office.

SECTION 17.6. Quorum. Meeting quorums shall be as set forth in the Bylaws.

SECTION 17.7. Notices. A written or printed notice personally delivered or deposited in the United States mail with postage thereon prepaid and addressed to the respective Owner or to Declarant or the Association shall be deemed to be sufficient and proper notice pursuant to the terms of this Declaration. Notices to Declarant and to the Association should be delivered or mailed to address or addresses as the Declarant and Association may advise from time to time.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal on the date first written above.

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Draft

STATE OF _____)
) SS
COUNTY OF _____)

I, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____ and _____ personally known to me to be the _____ President and _____ of _____, a _____ corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they signed and delivered the said instrument as said officers of said corporation, pursuant to authority given by the Board of Directors of said corporation, as their free and voluntary act and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this _____ day of _____, 2010.

Printed name: _____

Notary Public

My Commission Expires: _____

This instrument was prepared by
and upon recording mail to:

Lewis, Rice & Fingersh, LC
1010 Walnut, Suite 500
Kansas City, Missouri 64106
Attn: Paul Torline

CONSENT TO DECLARATION

The undersigned, as owner(s) of Lot __, GLEN EAGLE, PHASE __, a subdivision in Cass County, Missouri, do hereby consent to and approve the terms and conditions of the attached Declarations of Covenants, Conditions and Restrictions and agree to subject the foregoing Lot to its terms and conditions as if it had been recorded prior to their purchase of the foregoing Lot.

Name: _____

Name: _____

STATE OF _____)
) SS
COUNTY OF _____)

I, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____ and _____, husband and wife, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they signed and delivered the said instrument as their free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this _____ day of _____, 2021.

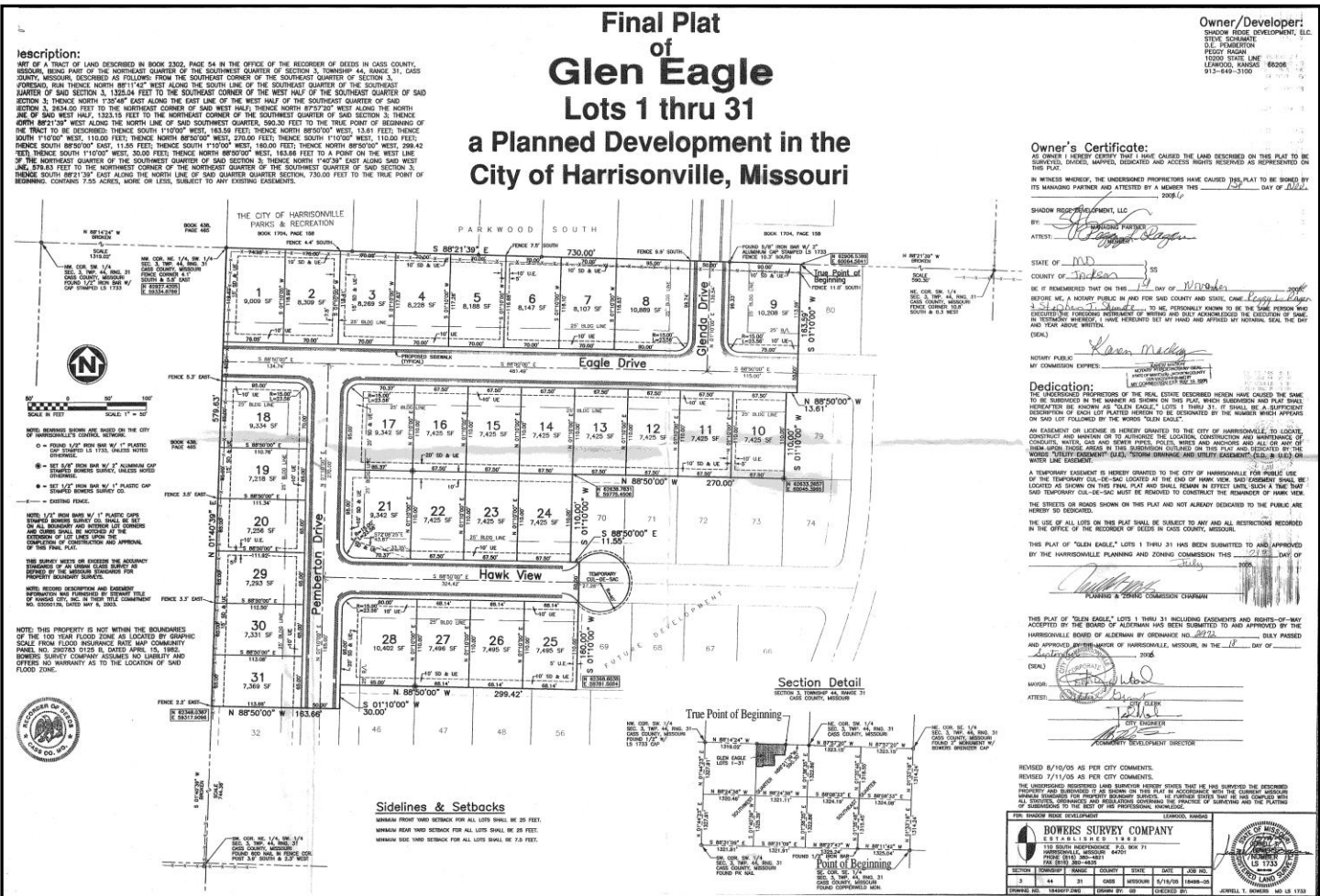
Printed name: _____

Notary Public

My Commission Expires: _____

EXHIBIT A

Legal Description of Property



Owner/Developer:
 SHADOW RIDGE DEVELOPMENT, LLC
 STEVE SCHMATE
 D.E. HENDERSON
 PEGGY RAGAN
 1000 STATE LINE
 LAWSON, MISSOURI 65020
 913-640-3100

Owner's Certificate:
 AS OWNER I HEREBY CERTIFY THAT I HAVE CAUSED THE LAND DESCRIBED ON THIS PLAT TO BE SURVEYED, DIVIDED, MARKED, DEDICATED AND ACCESS RIGHTS RESERVED AS REPRESENTED ON THIS PLAT.
 IN WITNESS WHEREOF, THE UNDERSIGNED PROPRIETORS HAVE CAUSED THIS PLAT TO BE SIGNED BY ITS MANAGING PARTNER AND ATTESTED BY A MEMBER THIS _____ DAY OF _____, 2006.
 SHADOW RIDGE DEVELOPMENT, LLC
 BY: _____
 ATTEST: _____
 STATE OF MO
 COUNTY OF JACKSON

BE IT REMEMBERED THAT ON THIS _____ DAY OF _____, 2006
 BEFORE ME A NOTARY PUBLIC IN AND FOR JACKSON COUNTY AND STATE OF MISSOURI, _____
 a Notary Public duly qualified to do so, personally known to me, the said Shadow Ridge
 Development, LLC, and the undersigned proprietors of the land described on this plat, and in testimony whereof, I have hereunto set my hand and approved the execution of these and my notary certificate.
 (SEAL)

 Notary Public

Dedication:
 THE UNDERSIGNED PROPRIETORS OF THE REAL ESTATE DESCRIBED HEREIN HAVE CAUSED THE SAME TO BE SURVEYED AND DIVIDED AS SHOWN ON THIS PLAT, WHICH SURVEYING AND PLAT SHALL HEREAFTER BE KNOWN AS "GLEN EAGLE" LOTS 1 THRU 31. IT SHALL BE A SUFFICIENT DESCRIPTION OF EACH LOT PLATED HEREON TO BE IDENTIFIED BY THE HIGHEST ANGLES APPEAR ON SAID LOT FOLLOWED BY THE WORDS "GLEN EAGLE".
 AN EASEMENT OR EJECTA IS HEREBY GRANTED TO THE CITY OF HARRISONVILLE FOR LOCATING, CONSTRUCTING AND MAINTAINING OR TO RECONSTRUCT THE LOCATION, CONSTRUCTION AND MAINTENANCE OF CONCRETE, WATER, GAS AND SEWER PIPES, DITCHES, WELLS AND ANCHORS AND ALL OR ANY OF THEM UPON THOSE AREAS IN THIS SUBDIVISION OUTLINED ON THIS PLAT AND DESIGNATED BY THE WORDS "UTILITY EASEMENT (WATER, GAS, SEWER, DITCHES AND ANCHORS)".
 A TEMPORARY EASEMENT IS HEREBY GRANTED TO THE CITY OF HARRISONVILLE FOR PUBLIC USE OF THE TEMPORARY COL-DE-SAC LOCATED AT THE END OF HAWK VIEW. SAID EASEMENT SHALL BE LOCATED AS SHOWN ON THIS FINAL PLAT AND SHALL REMAIN IN EFFECT UNTIL SUCH A TIME THAT SAID TEMPORARY COL-DE-SAC MUST BE REMOVED TO CONSTRUCT THE REMAINDER OF HAWK VIEW. THE STREETS OR ALLEYS SHOWN ON THIS PLAT AND NOT ALREADY DEDICATED TO THE PUBLIC ARE HEREBY SO DEDICATED.
 THE USE OF ALL LOTS ON THIS PLAT SHALL BE SUBJECT TO ANY AND ALL RESTRICTIONS RECORDED IN THE OFFICE OF THE RECORDS OF DEEDS IN JACKSON COUNTY, MISSOURI.
 THIS PLAT OF "GLEN EAGLE" LOTS 1 THRU 31 HAS BEEN SUBMITTED TO AND APPROVED BY THE HARRISONVILLE PLANNING AND ZONING COMMISSION THIS _____ DAY OF _____, 2006.

 PLANNING & ZONING COMMISSION CHAIRMAN

THIS PLAT OF "GLEN EAGLE" LOTS 1 THRU 31 INCLUDING EASEMENTS AND RIGHTS-OF-WAY ACCEPTED BY THE BOARD OF ALDERMAN HAS BEEN SUBMITTED TO AND APPROVED BY THE HARRISONVILLE BOARD OF ALDERMAN BY ORDINANCE NO. 2006-27.
 APPROVED AND APPROVED: _____
 (SEAL)
 MAYOR
 ATTEST: _____
 CLERK

 DEVELOPMENT DIRECTOR

REVISED 8/10/05 AS PER CITY COMMENTS.
 REVISED 7/11/05 AS PER CITY COMMENTS.
 THE UNDERSIGNED REGISTERED LAND SURVEYOR HEREBY STATES THAT HE HAS SURVEYED THE FOREGOING PROPERTY AND SUBDIVISION AS SHOWN ON THIS PLAT IN ACCORDANCE WITH THE CURRENT MISSOURI SURVEYING AND PLATTING ACT AND THE RULES AND REGULATIONS THEREUNDER. HE CERTIFIES THAT HE HAS COMPLETED ALL SURVEYING OPERATIONS AND OPERATIONS GOVERNING THE PRACTICE OF SURVEYING AND THE PLATTING OF SUBDIVISIONS TO THE BEST OF HIS PROFESSIONAL KNOWLEDGE.
 BOWERS SURVEY COMPANY
 110 SOUTH HENDERSON, P.O. BOX 71
 LAWSON, MISSOURI 65020
 PHONE (913) 366-9817
 FAX (913) 366-9817
 LICENSE NO. 142
 SECTION 17, T44N, R31E, C08B, MISSOURI, 5/16/76, 1448-04
 (SEAL)

 REGISTERED LAND SURVEYOR
 FOR SHADOW RIDGE DEVELOPMENT, LAWSON, MISSOURI
 JARRELL T. BOWERS, MISSOURI REG. 14233

Draft