

RECORDER'S CERTIFICATION  
JACKSON COUNTY, MISSOURI

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ROBERT T. KELLY, DIRECTOR, RECORDER OF DEEDS



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TITLE OF DOCUMENT: Declaration of Restrictions

DATE OF DOCUMENT: November 22, 2006

GRANTOR(S): Restrictions

GRANTEE(S): Eagles Ridge PR-O, 1<sup>st</sup> Plat

GRANTEE(S) MAILING ADDRESS: Eagles Ridge, LLC, 804 N. 7 Hwy, Blue Springs,  
MO. 64014

LEGAL DESCRIPTION: See Exhibit A, Page 14

REFERENCE BOOK & PAGE(S):

FIRST AMERICAN TITLE CO.

753623

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# DECLARATION OF RESTRICTIONS

EAGLES RIDGE PR-0, 1st PLAT

THIS DECLARATION OF RESTRICTIONS, made as of the 22 day of November, 2006 by the undersigned, EAGLES RIDGE, LLC, a limited liability company ("Developer").

WHEREAS, Developer is now developing portions of the community known as EAGLES RIDGE and desires to create and maintain a residential neighborhood possessing features of more than ordinary value to the community.

NOW, THEREFORE, in consideration of the premises, the Developer for itself and its successors, grantees and assigns, hereby agrees that all of the lots, tracts and land shown described on Exhibit "A" shall be and they are hereby restricted as to their use in the manner hereinafter set forth.

1. DEFINITION OF TERMS USED:

A. For the purposes of these restrictions, the word "Developer" shall mean EAGLES RIDGE, LLC, a limited liability company.

B. The word "street" shall mean any street, road, drive, or terrace of whatever name, as shown on said plat of the real property described on Exhibit "A" or plats of land subsequently encumbered with this Declaration.

C. The word "outbuilding" shall mean an enclosed or unenclosed, covered structure of any kind, not directly attached to the residence to which it is appurtenant.

D. The word "lot" may mean either any numbered lot as platted, or any tract or tracts of land as conveyed, which may consist of one or more numbered lots, as platted, or part or parts of one or more numbered lots, as platted, and upon which a residence may be erected in accordance with the restrictions hereinafter set forth. A "corner lot" shall be deemed to be any lot as platted, or any tract of land as conveyed, having more than one street contiguous to it.

E. The word "tract" shall mean any area identified by a letter of the English Alphabet or as otherwise identified and shown on said plat.

F. The terms "district" or "subdivision" as used in this agreement shall mean all of the land described on Exhibit "A" attached hereto (hereinafter referred to as "EAGLES RIDGE"). If and when other land shall, in the manner hereinafter provided for, be added to that described above, then the term "district" and "subdivision" shall thereafter mean all land which shall from time to time be subjected to the terms of this agreement, including any future modifications thereof. The term "improved property" as used herein, shall be deemed to mean a single tract under a single ownership and use, and on which tract a residence has been erected or is in the process of erection or on which any other building not in violation of the restrictions then of record thereof is erected or is in the process of erection. Any such tract may consist of one or more contiguous lots or part or parts thereof. Any other land covered by this agreement shall be deemed to be vacant and unimproved.

G. The term "Association" shall mean the EAGLES RIDGE Homes Association, a MISSOURI not-for-profit corporation, or such other name chosen by the Developer, filed separately.

H. The term "public places" as used herein shall be deemed to mean all streets.

I. The term "owners" as herein used shall mean those persons or corporations who may from time to time own the land within the district.

## 2. PERSONS BOUND BY THESE RESTRICTIONS:

Those who execute this instrument and all persons and corporations who or which may own or shall hereafter acquire any interest in the above-described lots and land hereby restricted shall be taken to hold and agree and covenant with the owners of said lots and land, and with their successors and assigns, to conform to and observe the following covenants, restrictions, and stipulations as to the use thereof and the

construction of residences and improvements thereon for a period of time ending on December 31, 2105, provided, however, that each of said restrictions shall be renewable or amended in the manner hereinafter set forth.

The covenants are to run with the land and shall be binding on all owners within this subdivision and their grantees, heirs and assigns and all persons claiming under them until December 31, 2105, and shall be automatically continued thereafter for successive periods of twenty (20) years each, unless the owners of the fee title to the majority of said lots shall by resolution at a special meeting called for that purpose upon mailed notices to all such owners~ release, change, amend or alter any or all of the said restrictions, to be effective at the end of any such twenty (20) year period. Such release, change, amendment or alteration shall be in writing, shall be signed and acknowledged by the owners of the lots agreeing thereto, and shall be filed with the Register of Deeds of JACKSON County, MISSOURI within two (2) years prior to the expiration of said twenty (20) year period. Provided, this document may be amended at any time upon the affirmative vote of seventy-five percent (75%) of the owners of the fee title to said lots, and with the written approval of the Developer, if it at that time owns one or more lots or tracts. Such amendment shall be in writing, shall be signed and acknowledged by the owners of the lots agreeing thereto, and shall be filed with the Register of Deeds of JACKSON County, MISSOURI. And provided, further, that the Developer and Board of Directors of the Association (after its formation and after the Developer relinquishes its rights thereunder) shall have the right to amend this Declaration if required to do so to comply with the law or the order of a court of competent jurisdiction, without a vote of or consent by the Members of the Association.

If any party hereto, or any of its grantees or assigns, shall violate or attempt to violate any covenants herein, it shall be lawful for any other person or persons owning any real estate in EAGLES RIDGE to prosecute any proceedings at law or equity against the person or persons violating or attempting to violate any such covenants and either prevents him or them from so doing or to recover damages for such violation. Invalidation

of any one of these restrictions by judgment or court order shall in no way *affect* any of the other provisions, which shall remain in full force and effect.

### 3. RESTRICTIONS AND COVENANTS

The following restrictions or protective covenants shall be kept by all persons owning, occupying or using any of said lots and land and may be enforced by injunction, mandatory or otherwise; the Association may establish reasonable rules and regulations, adopt policies for fines for violation of these restriction and regulations, and may recover its reasonable attorneys fees in connection with such proceedings:

A. No lot in EAGLES RIDGE shall be used for any purpose except as approved by recorded plat. No building shall be erected, altered, placed, or permitted to remain on any lot, other than the approved zoning, and not to exceed three (3) stories in height.

B. No single family lot shall be in any way subdivided. No building, structure, appurtenance or improvement of any type shall be erected, placed or altered on any lot until construction plans and specifications, including a plan showing location on the lot, have been approved by the Architectural Review Committee, hereafter defined ("ARC"). The ARC shall have the absolute discretion to approve or disapprove such plans, and shall consider same in connection with these restrictions, quality and type of workmanship and materials, harmony of external design and colors with existing structures and landscape, and location with respect to topography and finished grade elevation. No fences shall be erected, placed or altered without the prior approval of the ARC. The ARC will be composed of the Board of Directors ("Board of Directors") of the Association, or a subcommittee designated by it. Until such time that there exists a Board of Directors of the Association, the Developer will act as the ARC. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. Neither the members of

the Committee, nor its designated representatives shall be entitled to any compensation for services performed pursuant to this covenant.

C. The ARC shall have control over completed homes in EAGLES RIDGE at or after the recording of this Declaration; exclusive control over approval of new homes to be constructed after the date of the filing of this Declaration shall be vested solely in Developer, until such time as the homes are sold and the owners thereof become subject to this Declaration of Restrictions and any homes association declaration, at which time said homes will then become subject to the ARC.

D. No building shall be located nearer than twenty-five (25) feet to the existing street lot line as shown in the recorded plat(s) of EAGLES RIDGE or the setback required by city ordinance, whichever is more restrictive.

E. No building shall be located nearer than eight (8) feet to any interior lot line, or as required by city ordinance, whichever is more restrictive.

F. For the purposes of these covenants, eaves, steps and open porches shall not be considered a part of a building, provided, however, that this shall not be construed to permit any portion of a building or structure to encroach upon another lot.

G. No fencing shall be permitted upon any of the lots unless such fencing shall be pvc, aluminum or wrought iron and built with methods and materials that harmonize with external design of buildings in EAGLES RIDGE; no event shall there be allowed any chain link fence; further, no fence shall be attached to the front corners of the house or attached garage; all such fences must be approved in advance in writing by the ARC. No fence shall exceed 72" in height unless specifically approved for a greater height by the ARC. The location of fences shall follow the property lines unless otherwise approved in advance by the ARC. All exterior decks shall be constructed of materials approved by the ARC, including choice of color. No animal pens or runs, or exterior dog or animal houses shall be permitted.

H. All houses shall have external driveways consisting exclusively of properly constructed concrete surfaces; all lots, regardless of house location thereon, shall be fully



sod covered, provided, however, no sod shall be required where, in the opinion of the ARC, soil, lighting or topographical conditions would make sod impractical or unreasonably expensive, and provided further that no duty to clear any tract of trees, bushes, shrubs or natural growths which are kept reasonably attractive shall be implied.

I. Each lot shall be used only as approved on the recorded plat for the subdivision, pursuant to the underlying zoning; provided, however, that the Developer reserves the right to utilize one or more lots for common areas or common amenities, or sales offices. The Board of Directors may establish rules and regulations for the use of a portion of a home by the owner thereof in furtherance of his or her occupation; provided, however, that such use shall not otherwise result in the violation of these restrictions or permit advertising (on or off site) or visitation by customers or clients at the home; and provided, further, that use of any lot for day care (child or adult) purposes is prohibited.

J. The above lots may be improved, used or occupied only for private residences.

K. No residence shall be more than three stories in height, except that split-level construction shall be permitted.

L. No trailer, basement, tent, shack, garage, barn or outbuilding shall at any time be used as a residence, temporarily or permanently, nor shall any residence of temporary character be permitted. Further, no trailer, shack, storage shed, garage, barn, storage building, or outbuilding of any kind shall be erected, placed on or established on any residential property as a separate structure. Any addition to the main structure must receive prior approval from the ARC, including any enclosure of an existing deck.

M. No dwelling or residence shall be occupied until fully completed, except for exterior painting, sod, landscaping and minor trim details, and such dwelling or residence must be fully completed within twelve (12) months after the first earth excavation is started, unless an extension of such time is granted in advance by the ARC. In the event of fire, windstorm, or other damage, no building shall be permitted to remain in a damaged condition longer than twelve (12) months without the commencement of repair or reconstruction, unless

an extension of such time is granted in advance by the ARC.

**N.** No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats, or other common household pets may be kept, provided they are not kept, bred, or maintained for any commercial purpose, and further provided that not more than three (3) dogs or cats (or combination thereof) shall be kept or maintained on any lot, in the event an otherwise permitted animal, in the discretion of the Board, constitutes a nuisance or endangers the safety or welfare of any resident of the subdivision, such animal shall be removed from the subdivision by the owner thereof. In the event the owner fails or refuses to remove the animal, the Board of Directors may cause the animal to be removed.

**O.** No school bus, camper, motor home, mobile home, camper, camper-trailer, trailer, recreational vehicle, watercraft, tractor, truck with a capacity in excess of 3/4 ton, truck with camper attached or boat shall be parked or left outside on any lot for more than twenty-four (24) hours at any one time, and such 24 hour periods shall not exceed one day in every 30 day period; such vehicles shall be stored in a garage if kept on a lot for more than twenty-four (24) hours. No major repair work shall be done on any car, truck, trailer or other vehicle while parked outside the garage or in the street. No autos, buses, boats, trucks, race cars, wrecked cars, modified stock cars, trailers, or vehicles that are not in operating condition, are not registered or whose presence might create an unsightly appearance or create a nuisance or be a hazard to life or health shall be allowed to be parked or left on any lot or at the curb. No trash, old appliances, junk or other refuse shall be allowed to accumulate on any lot.

**P.** No trampolines shall be allowed on any lot.

**Q.** No exterior clotheslines or poles (including flagpoles unless attached to a dwelling) may be erected or maintained on any of the lots hereby restricted.

**R.** No exterior Christmas lights and/or holiday decorations may be erected or maintained on any of the lots hereby restricted, except during a sixty (60) day period beginning November 15th of each calendar year, or in the five (5) day period preceding and including the 4<sup>th</sup> of July and Halloween.



S. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. Outside trash burning shall be prohibited, except on lots that have residences under construction.

T. No radio or television aerial wire, antenna, antenna tower, or energy collector, or satellite dish in excess of 36" in diameter, whether permanent or temporary, shall be maintained outside of any structure. Provided, however, that prior ARC approval shall be required for satellite dishes of 36" or less. The ARC shall have the power to specify location, screening and aesthetic requirements in connection with satellite dishes approved. In all events, any such device must meet FCC approvals and specifications. No "home-made" (meaning not commercial manufactured) device of any kind shall be allowed.

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

V. No trash, ashes, or other refuse shall be thrown, dumped or placed upon any undeveloped portion of the subdivision.

W. Lawns and landscaping shall be kept in good condition as soil, climate and other natural conditions permit. Grass shall not be permitted to reach a height of six (6) inches or more or otherwise create an unsightly appearance; noxious weeds shall be controlled and destroyed; and litter shall not be allowed to accumulate on any Lot. In the event such grass is not kept within the height limitation above, weeds are not destroyed and/or litter removed or maintained, the Association shall have the right to have such grass cut, destroy the offensive weeds or remove the litter, and the cost thereof shall be collected from the owner in the same manner as Association dues including administrative costs in remedying the violation. Trees and shrubs shall be maintained according to good forestry practices.

Further, all owners shall maintain the exterior of every structure, repairing peeling or damaged paint, brick stone or other exterior surface, replacing or repairing damaged

guttering and/or windows, and repairing/replacing driveways and walkways. Failure to address such defects after reasonable notice from the Homeowner's Association shall be the basis for the Homeowner's Association to repair/replace the deficiency and the cost thereof shall be collected from the owner in the same manner as Association dues including administrative costs in remedying the violation.

X. Any property owner or property subject to the restrictions herein set forth may construct, for their personal use, one in-ground swimming pool, the design and materials of which shall be subject to the approval of the ARC; no above ground or above grade swimming pools shall be permitted. No tennis courts or sports courts shall be allowed unless constructed on common areas or areas owned by the Homes Association.

Y. No storage buildings shall be allowed.

Z. No solar panels or solar collectors shall be installed or maintained on the exterior of any residence or on any lot.

AA. Basketball goals may be erected only with the prior written approval of the ARC. All basketball goals shall be permanently installed, freestanding on poles, and shall not be portable or attached to any residence or building. Poles, nets, hardware, backboards and braces shall be kept in good condition, and backboards shall be of a transparent or clear material. No playground structures or equipment shall be allowed on any lot without the prior written consent of the ARC; provided, however, that playground structures shall be constructed predominantly of wood or wood products.

BB. No sign of any type (except for sale signs and/or political signs) shall be erected, placed or maintained on any lot or on any structure on a lot without the prior approval of the ARC, except that subdivision entry signs/markers, directional signs and advertising signs may be erected and maintained by the Developer or the Board of Directors, with the consent of the Developer (so long as Developer owns land in the subdivision). For purposes hereof, a

"sign" includes any mark, symbol, word(s), drawing or other drawing intended to communicate to a viewer.

CC. No residence or lot or any portion thereof may be leased or rented for a period of less than six (6) months. All leases or rental agreements shall be in writing, and the owner of the lot shall be responsible for compliance by the renter or lessee of these restrictions and the rules and regulations of the Association. A renter's failure to comply with all restrictions, regulations and /or rules shall not be a defense to any action and /or fine pursued by the Homeowner's Association, and the Board may take steps against the renter and/or owner at it's discretion.

DD. No hunting or use of firearms or archery equipment shall be permitted in the subdivision.

EE. No artificial vegetation shall be permitted on the exterior of any lot; exterior sculptures, fountains and other similar yard decor shall be subject to the prior approval of the ARC.

FF. All single-family residences within EAGLES RIDGE shall have a total finished floor area of not less than 1800 square feet of finished living area above ground level, or in the case of a true ranch, 1600 square feet of finished living area above ground level, or in the case of a reverse story and one half, 1600 square feet of finished living area above ground level. Town homes shall have a total finished floor area of not less than 1200 square feet of finished living area above ground level. The Developer reserves the right to approve in writing variances up to 10% from the foregoing minimum square footages on a case-by-case basis.

GG. All residences shall have wood, wood or vinyl clad, or vinyl windows. All roofing materials (including color) shall be subject to prior approval of the ARC. All composition roofing shingles shall carry a minimum forty (40) year manufacturer warranty.

HH. No residence shall have basement doors or windows within three or fewer feet of the 100 year water surface elevation adjacent to the Lot.

II. All single family residences must have a basement and a minimum of a two-car

garage.

JJ. It is agreed that if the owner of any vacant lot fails or refuses to cut weeds or brush from the cleared portions of the property, then the Architectural Committee shall have authorization to do so and the cost thereof may be taxed as a lien against the property.

KK. It is agreed that the Homeowners' Association shall require that all trash collection occur on the same day of the week.

LL. No above ground swimming pool exceeding one foot in depth shall be constructed, whether temporary or permanent in nature.

MM. Gazebos or Pool Houses may be allowed only with prior approval of the ARC and in all circumstances must meet all of the separate restrictions listed herein.

#### 4. ADDITIONAL COVENANTS

A. The ARC shall have the absolute discretion to approve residential building, construction and fencing materials that may now or hereafter exist, and which would otherwise be prohibited by these Restrictions, upon a finding that the use of such materials will not be injurious to the values of existing homes in EAGLES RIDGE.

B. Easements for installation and maintenance of utilities and drainage facilities are reserved on the front, side, or rear of each tract. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the tract, except for those improvements for which a public authority or utility company is responsible. Further, Developer reserves an easement, in gross, over each lot to ensure compliance with local, state and federal environmental laws and regulations dealing with water, silt and debris containment; said easement shall continue until all lots in EAGLES RIDGE are fully sod covered and the grounds stabilized. Further, it shall be the duty of the Homeowners Association to manage,

maintain and control for its members all improvements, including storm water improvements, common areas and entry features in the Subdivision, provided that such management and control of said improvements shall at all times be subject to that had and exercised by the City, County, and State, or any one of them in which the land within the Subdivision is located,

C. The Developer unconditionally reserves the right to subject additional land to these restrictions and add it to the district and subdivision at any time, by document recorded in the Office of the Register of Deeds of JACKSON County, MISSOURI.

D. As conditions precedent to the development of EAGLES RIDGE, Developer has been required to pay to the City of BLUE SPRINGS and other authorities certain fees, charges and impositions for streets, parks, utilities and other off-site improvements. Each grantee of the Developer or of any Owner of a Lot, by the Acceptance of a deed, and each purchaser under any contract for a deed of conveyance, and each purchaser under any agreement of sale, and each occupant of a Lot, and the heirs, successors and assigns of the foregoing persons, hereby releases the Developer, its successors, agents, officers, members, stockholders and assigns from any obligation to remit any part of such fees, charges and impositions to him, her or it in the event any of the same are declared invalid or illegal, or refunded for any reason, the refund or return of same to the Developer notwithstanding; it is expressly understood that Developer shall have the sole right to make claim for and receive any such refund or return.

E. Maintenance of all storm water facilities, common areas and entry features owned by the homeowners association shall be the exclusive responsibility of the homeowners association.

F. The Board of the Homeowners Association may establish reasonable rules, regulations and fining policies in order to enforce these restrictions or the rules of the Homeowner's Association.

##### 5. SPECIAL ADDITIONAL COVENANTS WITH RESPECT TO TWO FAMILY OR



## MULTIFAMILY STRUCTURES

A. All two family or multi-family structures shall also be subject to the following architectural restrictions:

1. Adjacent structures shall have varied rooflines.
2. Adjacent structures shall have varied color.
3. Adjacent structures shall not be set on the same front build line, EXCEPT FOR THOSE STRUCTURES IDENTIFIED IN THE APPROVED SITE PLAN. The intent of this clause is that the structures on a street present a varied and staggered streetscape.

## 6. SPECIAL ADDITIONAL COVENANTS WITH RESPECT TO COMMERCIAL STRUCTURES

A. The following exterior building materials guidelines will apply to the architectural review of all commercial structures:

1. Concrete tilt up panels, if used, shall be enhanced with the use of aggregate, hammering, sandblasting, acrylic coatings or masonry (brick, stone) type veneer finishes and wainscot on a part of the concrete panel(s).
2. Metal panels shall be prohibited except where approved through Site Plan and Design Review pursuant to the UDC;
3. Mirrored glass with a reflectance greater than forty percent (40%) is prohibited from covering more than ten percent (20%) of the exterior walls of any building, excluding mirrored glass tiles which may be used as a design element on the exterior of a tenant space or building if appropriate and approved by the City; and
4. Front and street side exterior walls, excluding windows, doors and overhead doors, consisting of a single undifferentiated plane with a single texture or color shall be prohibited.
5. The use of stucco and or similar products may be incorporated into the overall exterior building design as accents.
6. The Developer shall apply the principles of four-sided architecture for all buildings within the development.



IN WITNESS WHEREOF, the undersigned has executed this instrument as of the 22 day of November, 2006.

EAGLES RIDGE, LLC

By: EAGLES RIDGE, LLC,  
Presiding Member


"Developer"

  
MICHAEL PARKER, Presiding Member

STATE OF MISSOURI, JACKSON COUNTY, SS.:

BE IT REMEMBERED, that on this 22<sup>nd</sup> day of November, 2006, before me the undersigned, a Notary Public in and for the county and state aforesaid, came MICHAEL PARKER, Presiding Member of EAGLES RIDGE, LLC, a Missouri Limited Liability company, known to me to be the person who executed, as such officer, the within instrument on behalf of said corporation and company, and such person duly acknowledged the execution of the same to be the act and deed of said corporation and company.

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

  
Notary Public

My Appointment Expires: 8-12-2008

Exhibit "A"

**"NOTARY SEAL"**  
Rebecca H. Dixon, Notary Public  
Jackson County, State of Missouri  
Commission #04522485  
My Commission Expires 8/12/2008

Lots 1 through 85, inclusive,, EAGLES RIDGE PR-0, ..... 1ST PLAT, a subdivision in the City of BLUE SPRINGS, JACKSON County, MISSOURI.