Recorded in Platte County, Missouri

Recording Date/Time: 05/03/2017 at 03:31:22 PM

Instr Number: 2017005557 Page: 395 Book: 1278

Type: DE DEC

Pages: 4

\$33.00 S Fee:

Electronically Recorded

Gloria Boyer Recorder of Deeds

ADDITION OF 4th PLAT TO DECLARATION OF COVENANTS AND RESTRICTIONS OF CHAPEL RIDGE SUBDIVISION Stewart 01109-56302

Grantor: Chapel Ridge Partners, LLC,

a Missouri limited liability company, And Chapel Ridge Partners II, LLC, a Missouri Limited liability company

Grantee: Chapel Ridge Partners LLC,

a Missouri limited liability company, AND Chapel Ridge Partners II, LLC, a Missouri Limited liability company

Address: 7607 NW John Anders Road

Kansas City, MO 64152

Address: 7607 NW John Anders Road

Kansas City, MO 64152

Recorded Document

Affected:

Declaration of Covenants and Restrictions of Chapel Ridge

Subdivision filed as Document No. 2015015131 in Book 1252 at

Page 772.

May 2nd, 2017

Legal Description: The following described real estate located in Platte County,

Missouri:

PROPERTY DESCRIPTION: CONTAINING 302,526 SQUARE FEET OR 6.95

ACRES

ALL THAT PART OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 51 NORTH, RANGE 34 WEST, PLATTE COUNTY, MISSOURI, BEING DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID SOUTHEAST QUARTER; THENCE S00°09'03"E, ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER, SAID LINE ALSO BEING THE EAST LINE OF COUNTRYWOOD 3RD PLAT AND THE WEST LINE OF CHAPEL RIDGE 2ND PLAT, BOTH BEING SUBDIVISIONS IN SAID PLATTE COUNTY, A DISTANCE OF 722.21 FEET TO THE SOUTHWEST CORNER OF SAID CHAPEL RIDGE 2ND PLAT, SAID POINT ALSO BEING THE POINT OF BEGINNING OF THE TRACT OF LAND TO BE HEREIN DESCRIBED; THENCE S89°59'13"E, ALONG THE SOUTH LINE OF SAID CHAPEL RIDGE 2ND PLAT, A DISTANCE OF 164.92 FEET; THENCE N50°17'18"E, CONTINUING ALONG SAID SOUTH LINE, A DISTANCE OF 65.01 FEET; THENCE S89°59'13"E, CONTINUING ALONG SAID SOUTH LINE, A DISTANCE OF 171.52 FEET; THENCE S00°39'19"E, A DISTANCE OF 67.98 FEET; THENCE S00°55'49"W, A DISTANCE OF 54.64 FEET; THENCE S07°36'11"W, A DISTANCE OF 88.16 FEET; THENCE S12°32'20"W, A DISTANCE OF 43.52 FEET; THENCE S17°18'11"W, A DISTANCE OF 102.13 FEET; THENCE S00°00'47"W, A DISTANCE OF 70.00 FEET; THENCE S15°37'02"W, A DISTANCE OF 42.93 FEET TO A POINT ON THE NORTHWESTERLY LINE OF CHAPEL RIDGE 3RD PLAT, A SUBDIVISION IN SAID PLATTE COUNTY; THENCE S00°04'01"E, ALONG SAID NORTHWESTERLY LINE, A DISTANCE OF 237.20 FEET; THENCE S10°15'38"W, CONTINUING ALONG SAID NORTHWESTERLY LINE, A DISTANCE OF 106.66 FEET; THENCE S00°17'18"E, CONTINUING ALONG SAID NORTHWESTERLY LINE, A DISTANCE OF 36.50 FEET; THENCE S89°59'14"W, CONTINUING ALONG SAID NORTHWESTERLY LINE, A DISTANCE OF 124.32 FEET; THENCE SOUTHERLY, CONTINUING ALONG SAID NORTHWESTERLY LINE, ALONG A CURVE TO THE LEFT HAVING AN INITIAL TANGENT BEARING OF S03°19'41"E, A RADIUS OF 275.00 FEET, AN ARC DISTANCE OF 85.70 FEET; THENCE S68°48'59"W, CONTINUING ALONG SAID NORTHWESTERLY LINE, A DISTANCE OF 210.22 FEET TO A POINT ON THE WEST LINE OF SAID SOUTHEAST QUARTER, SAID POINT ALSO BEING ON THE EAST LINE OF COUNTRYWOOD, A SUBDIVISION IN SAID PLATTE COUNTY; THENCE N00°09'03"W ALONG SAID LINES AND ALONG THE WEST LINE OF SAID COUNTRYWOOD 3RD PLAT, A DISTANCE OF 957.87 FEET TO THE POINT OF BEGINNING. Also known as Chapel Ridge Subdivision Fourth Plat.

Comes now Chapel Ridge Partners, LLC, a Missouri limited liability company, which was Grantor of the Declaration of Covenants and Restrictions of Chapel Ridge Subdivision dated the 13th day of November, 2015 which was recorded in Book 1252 at

Page 772 of the Platte County deed records and all amendments thereto and pursuant to the power reserved in Article VIII, Section 7, does hereby add to the Tract as described in said Covenants and Restrictions, the real estate described in the Legal Description.

Chapel Ridge Partners, LLC, and Chapel Ridge Partners II, LLC, Owner of the real estate described in the Legal Description and said real estate is contiguous or adjacent to the Tract as defined in said Covenants and Restrictions.

Chapel Ridge Partners, LLC

By:

Brian Mertz, Member

Chapel Ridge Partners II, LLC

BY:

Brian Mertz, Member

STATE OF MISSOURI)

COUNTY OF PLATTE

On this May of May, 2017, before me, the undersigned, a Notary Public, personally appeared Brian Mertz to me personally known, who by me duly sworn, did say that he is a Mernber of Chapel Ridge Partners, LLC, a Missouri limited liability company, and that said instrument was signed in behalf of said limited liability company by authority of its members, and acknowledged said instrument to be the free act and deed of said limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the State of Missouri, in the day and year last above written.

STEPHANIE L CARUSO
NOTARY PUBLIC - NOTARY SEAL
STATE OF MISSOURI
JACKSON COUNTY
MY COMMISSION EXPIRES 09/27/2017
COMMISSION # 13457608

The second secon

Notary Public

STATE OF MISSOURI)
COUNTY OF DIATTE)SS.
COUNTY OF PLATTE) • 1

On this day of Chapel Ridge Partners II, LLC, a Missouri limited liability company, and that said instrument was signed in behalf of said limited liability company by authority of its members, and acknowledged said instrument to be the free act and deed of said limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the State of Missouri, in the day and year last above written.

Notary Public

My Commission Expires:

My Commission Expires:

STEPHANIE L CARUSO
NOTARY PUBLIC - NOTARY SEAL
STATE OF MISSOURI
JACKSON COUNTY
MY COMMISSION EXPIRES 09/27/2017
COMMISSION # 13457608

Recorded in Platte County, Missouri

Recording Date/Time: 07/14/2017 at 11:08:53

Instr Number: 2017009277 Page: 85 Book: 1282

Type: DE COV

Grantee: CHAPEL RIDGE PARTNERS LLC

Stewart Title 01109-51435

ADDITION OF 6th PLAT TO DECLARATION OF COVENANTS AND RESTRICTIONS OF CHAPEL RIDGE SUBDIVISION

Grantor:

Chapel Ridge Partners LLC,

a Missouri limited liability

company

Grantee: Chapel Ridge Partners LLC,

a Missouri limited liability

company

Address:

7607 NW John Anders Road

Kansas City, MO 64152

Address: 7607 NW John Anders Road

Kansas City, MO 64152

Date of Instrument: May 22nd, 2017

Recorded Document

Affected:

Declaration of Covenants and Restrictions of Chapel Ridge

Subdivision filed as Document No. 2015015131 in Book 1252 at

Page 772.

Legal Description:

The following described real estate located in Platte County,

Missouri:

CONTAINING 890,403 SQUARE FEET OR 20.44 ACRES

ALL OF TRACT 11, CHAPEL RIDGE SUBDIVISION THIRD PLAT, AND PART OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 51 NORTH, RANGE 34 WEST, PLATTE COUNTY, MISSOURI, BEING DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHERLY MOST CORNER OF SAID TRACT 11, SAID POINT ALSO BEING ON THE EAST LINE OF LOT 127, CHAPEL RIDGE FOURTH PLAT; THENCE S14°39'32"E, ALONG THE NORTHERLY LINE OF SAID TRACT 11, A DISTANCE OF 126.52 FEET; THENCE S67°52'33"E, CONTINUING ALONG SAID LINE, A DISTANCE OF 170.33 FEET; THENCE N35°19'30"E, CONTINUING ALONG SAID LINE, A DISTANCE OF 104.28 FEET; THENCE N59°30'37"E, CONTINUING ALONG SAID LINE, A DISTANCE OF 48.16 FEET; THENCE S14°08'23"E, CONTINUING ALONG SAID LINE, A DISTANCE OF 165.88 FEET; THENCE S69°35'52"E, CONTINUING ALONG SAID LINE, A DISTANCE OF 156.41 FEET; THENCE N78°54'22"E, CONTINUING ALONG SAID LINE, A DISTANCE OF 97.41 FEET, THENCE N47°10'49"E, CONTINUING ALONG SAID LINE, A DISTANCE OF 66.23 FEET; THENCE N31°57'03"E, CONTINUING ALONG SAID LINE, A DISTANCE OF 83.61 FEET TO THE WESTERLY MOST CORNER OF LOT 40, CHAPEL RIDGE SECOND PLAT: THENCE S42°44'32"E, CONTINUING ALONG SAID LINE, AND ALONG THE SOUTHERLY LINE OF SAID LOT 40, A DISTANCE OF 57.16 FEET; THENCE S56°10'00"E, CONTINUING ALONG SAID LINE, A DISTANCE OF 99.69 FEET TO THE SOUTHWEST CORNER OF LOT 39, SAID CHAPEL RIDGE SECOND PLAT; THENCE N80°34'45"E, CONTINUING ALONG SAID LINE, AND ALONG THE SOUTHERLY LINE OF LOT 39 AND LOT 38, A DISTANCE OF 215.78 FEET; THENCE S00°02'18"E, ALONG THE EASTERLY LINE OF SAID TRACT 11, A DISTANCE OF 430.34 FEET; THENCE N89°58'33"E, A DISTANCE OF 1011.89 FEET TO THE NORTHWEST CORNER OF LOT 22, CHAPEL RIDGE 1ST PLAT; THENCE S00°01'32"E, ALONG THE WEST LINE OF SAID LOT 22, A DISTANCE OF 135.22 FEET TO THE SOUTHWEST CORNER OF SAID LOT 22, SAID POINT ALSO BEING ON THE NORTH RIGHT OF WAY LINE OF NW 73RD STREET; THENCE S89°58'28"W, ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 52.96 FEET; THENCE S00°01'32"E, ALONG THE WEST LINE OF LOT 21, SAID CHAPEL RIDGE 1ST PLAT AND ITS NORTHERLY PROLONGATION, A DISTANCE OF 134.89 FEET TO THE SOUTHWEST CORNER OF SAID LOT 21; THENCE S07°52'16"W, ALONG THE WEST LINE OF LOT 20, SAID CHAPEL RIDGE 1ST PLAT; A DISTANCE OF 64.28 FEET; THENCE S45°46'08"W, ALONG THE WEST LINE OF LOT 19 AND LOT 18, SAID CHAPEL RIDGE 1ST PLAT; A DISTANCE OF 85.33 FEET TO THE EASTERLY MOST CORNER OF TRACT 1, SAID CHAPEL RIDGE 1ST PLAT; THENCE N52°52'03"W; ALONG THE EASTERLY LINE OF SAID TRACT 1, A DISTANCE OF 87.83 FEET; THENCE N00°01'32"W, CONTINUING ALONG SAID EASTERLY LINE, A DISTANCE OF 155.00 FEET TO THE NORTHEAST CORNER OF SAID TRACT 1; THENCE S89°58'28"W, ALONG THE NORTH LINE OF SAID TRACT 1, A DISTANCE OF 210.95 FEET TO THE NORTHWEST CORNER OF SAID TRACT 1; THENCE S00°"01'32 "E, ALONG THE WESTERLY LINE OF SAID TRACT 1, A DISTANCE OF 120.00 FEET; THENCE S89°58'28"W, CONTINUING ALONG SAID WESTERLY LINE, A DISTANCE OF 70.00 FEET; THENCE S00°01'27"E, CONTINUING ALONG SAID WESTERLY LINE AND ALONG THE EASTERLY LINE OF SAID TRACT 11, A DISTANCE OF 204.02 FEET TO A POINT ON THE NORTH LINE OF LOT 122, SAID PLAT OF CHAPEL RIDGE THIRD PLAT;

THENCE S89°58'26"W, ALONG THE NORTH LINE OF LOTS 122, 121, AND 120, SAID CHAPEL RIDGE THIRD PLAT, A DISTANCE OF 222.20 FEET TO THE NORTHWEST CORNER OF SAID LOT 120; THENCE S00°01'34"E, ALONG THE WEST LINE OF SAID LOT 120, A DISTANCE OF 119.94 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF NW 72ND STREET; THENCE S89°59'01"W, ALONG SAID LINE, A DISTANCE OF 84.07 FEET TO THE SOUTHEAST CORNER OF LOT 119, SAID CHAPEL RIDGE THIRD PLAT; THENCE N00°01'34"W, ALONG THE EAST LINE OF SAID LOT 119, A DISTANCE OF 120.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 119; THENCE S89°59'01"W, ALONG THE NORTH LINE OF SAID LOT 119, 118, AND 117, SAID CHAPEL RIDGE SUBDIVISION THIRD PLAT, A DISTANCE OF 210.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 117; THENCE S00°01'34"E, ALONG THE WEST LINE OF SAID LOT 117, A DISTANCE OF 120.00 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF SAID NW 72ND STREET; THENCE S89°59'01"W, ALONG SAID LINE, A DISTANCE OF 49.55 FEET TO THE SOUTHEAST CORNER OF LOT 116, SAID CHAPEL RIDGE THIRD PLAT; THE FOLLOWING CALLS ARE ALONG THE REAR LINES OF LOTS 101-116, SAID CHAPEL RIDGE THIRD PLAT: THENCE N00°04'56"E, A DISTANCE OF 118.59 FEET; THENCE N27°00'22"W, A DISTANCE OF 387.59 FEET; THENCE N35°41'26"W, A DISTANCE OF 90.09 FEET; THENCE N40°07'03"W, A DISTANCE OF 91.10 FEET; THENCE N48°25'09"W, A DISTANCE OF 92.77 FEET; THENCE N57°58'27"W, A DISTANCE OF 94.41 FEET; THENCE N66°53'52"W, A DISTANCE OF 96.25 FEET; THENCE N81°40'22"W, A DISTANCE OF 289.74 FEET; THENCE S67°19'00"W, A DISTANCE OF 75.46 FEET TO THE NORTHWESTERLY CORNER OF SAID LOT 101; THENCE S15°14'14"W, ALONG THE WEST LINE OF SAID LOT 101, A DISTANCE OF 122.30 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF NW FOREST LAKES DRIVE; THENCE WESTERLY AND NORTHERLY, ALONG SAID LINE, ALONG A CURVE TO THE RIGHT HAVING AN INITIAL TANGENT BEARING OF N75°04'19"W, A RADIUS OF 275.00 FEET, AN ARC DISTANCE OF 380.69 FEET TO THE SOUTHWEST CORNER OF LOT 131, SAID CHAPEL RIDGE FOURTH PLAT; THENCE N89°55'59"E, ALONG THE SOUTH LINE OF SAID LOT 131, A DISTANCE OF 123.85 FEET TO THE SOUTHEAST CORNER THEREOF; THENCE N10°15'38"E, ALONG THE EAST LINE OF LOT 131 AND 130, A DISTANCE OF 106.66 FEET; THENCE N00°04'01"W; CONTINUING ALONG THE EAST LINE OF LOT 130, AND ALONG THE EAST LINE OF LOTS 129, 128, AND 127, A DISTANCE OF 237.20 FEET TO THE POINT OF BEGINNING.

Comes now Chapel Ridge Partners LLC, a Missouri limited liability company, which was Grantor of the Declaration of Covenants and Restrictions of Chapel Ridge

Subdivision dated the 13th day of November, 2015 which was recorded in Book 1252 at Page 772 of the Platte County deed records and all amendments thereto and pursuant to the power reserved in Article VIII, Section 7, does hereby add to the Tract as described in said Covenants and Restrictions, the real estate described in the Legal Description.

Chapel Ridge Partners LLC is the Owner of the real estate described in the Legal Description and said real estate is contiguous or adjacent to the Tract as defined in said Covenants and Restrictions.

Chapel Ridge Partners LLC

By:

Brian Mertz

Title:

STATE OF MISSOURI))ss.
COUNTY OF PLATTE)

On this <u>Qa</u> day of <u>May</u>, 2017, before me, the undersigned, a Notary Public, personally appeared Brian Mertz to me personally known, who by me duly sworn, did say that he is a Member of Chapel Ridge Partners LLC, a Missouri limited liability company, and that said instrument was signed in behalf of said limited liability company by authority of its members, and acknowledged said instrument to be the free act and deed of said limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the State of Missouri, in the day and year last above written.

Notary Public

My Commission Expires:

JULIE LANDEWEE

NOTARY PUBLIC-NOTARY SEAL

STATE OF MISSOURI

CLAY COUNTY

MY APPOINTMENT EXPIRES: FEB. 17, 2020

COMMISSION # 16982157

Recorded in Platte County, Missouri

Recording Date/Time: 11/15/2017 at 11:30:19 AM

Instr Number: 2017015241 Book: 1288 Page: 5

Type: DE DEC

Pages: 19

Fee: \$78.00 S

Electronically Recorded



short 4109-57625

FIRST AMENDED NEIGHBORHOOD ASSOCIATION DECLARATION AND SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND ASSESSMENTS

Grantor: Chapel Ridge Partners II, LLC, a Missouri limited liability company

Grantor's Address: 7607 NW Jon Anders Road

Kansas City, Missouri 64152

Grantee: Chapel Ridge Partners II, LLC, a Missouri limited liability company

Grantee's Address: 7607 NW Jon Anders Road

Kansas City, Missouri 64152

Legal Description: All that property described in Exhibit "A" attached hereto and

incorporated herein.

Referenced Documents: Document No. 2015015131 at Book 1252, Page 772; and

Document No. 2017004139 at Book 1276 at Page 984

FIRST AMENDMENT TO NEIGHBORHOOD ASSOCIATION AND SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS, RESTRICTION, AND ASSESSMENTS

This First Amended Neighborhood Association and Supplemental Declaration of Covenants, Conditions and Restrictions is executed as of this Atlanta day of November, 2017 by Chapel Ridge Partners II, LLC, a Missouri Limited Liability Company.

RECITALS

WHEREAS, Chapel Ridge Partners, LLC is the Developer of Chapel Ridge Subdivision and recorded the Declaration of Covenants and Restrictions of Chapel Ridge Subdivision recorded on November 12, 2015 in Book 1252 at Page 772 of the Platte County Deed records ("Primary Declaration");

WHEREAS, Chapel Ridge Partners, LLC and Chapel Ridge Partners II, LLC recorded a Neighborhood Association and Supplemental Declaration of Covenants, Conditions, Restrictions, and Assessments on April 4, 2017 in Book 1276 at Page 984 of the Platte County deed records ("Supplemental Declaration");

WHEREAS, the Supplemental Declaration creates a maintenance provided neighborhood within the Chapel Ridge Subdivision as contemplated within the Primary Declaration which subjects the real property described in the Supplement Declaration to certain covenants, conditions and restrictions which are in addition to those described the Primary Declaration;

WHEREAS, Chapel Ridge Partners, LLC and Chapel Ridge Partners II, LLC seek to amend and restate the Supplemental Declaration and hereby certifies that such amendment is made pursuant to authority vested in Declarant pursuant to the Supplemental Declaration;

NOW, THEREFORE, Chapel Ridge Partners, LLC and Chapel Ridge Partners II, LLC declare that the property described in Exhibit "A" attached hereto and incorporated fully by reference is and shall be held, transferred, sold, conveyed, and occupied subject to the Declaration of Covenants and Restrictions of Chapel Ridge Subdivision recorded on November 12, 2015 in Book 1252 at Page 772 of the Platte County Deed records ("Primary Declaration") and shall further be subjected to the following First Amended Neighborhood Association and Supplemental Declaration of Covenants, Conditions, Restrictions, and Assessments.

Article I Property Subject to the Primary and Supplemental Declaration

1. The following real property described below which is and shall be, held, conveyed, transferred, and sold subject to the conditions, restrictions, covenants, reservations, and easements contained the Declaration of Covenants and Restrictions of Chapel Ridge Subdivision recorded on November 12, 2015 in Book 1252 at Page 772 of the Platte County Deed records ("Primary Declaration"):

Lots 23 through 63, inclusive, and Lots 66 through 78, inclusive, CHAPEL RIDGE SUBDIVISION SECOND PLAT, a subdivision in Platte County, Missouri

2. In addition to the covenants and restrictions within the Primary Declaration, the above real property is and shall be held, conveyed, transferred, and sold subject to the Neighborhood Association and Supplemental Declaration of Covenants, Conditions, Restrictions, and Assessments on April 4, 2017 in Book 1276 at Page 984 of the Platte County deed records which is hereby restated and amended as set forth herein.

Article II Membership and Voting Rights

- 1. There is hereby created The Reserve at Chapel Ridge Homes Association ("Neighborhood Association" and may be referred to as "Neighborhood"). The Neighborhood Association may, in the discretion of Chapel Ridge Partners II, LLC, its heirs, transfers, and assigns, be incorporated under the laws of the State of Missouri as a not-for-profit company. The Neighborhood Association shall adopt bylaws, rules and regulations consistent and in conjunction with the Primary Declaration. Although distinct, The Reserve at Chapel Ridge Homes Association shall have the same rights and privileges as set forth in the Primary Declaration. Annual Assessments pursuant to this Supplemental Declaration shall be in addition to any annual assessment required by the Primary Declaration.
- 2. <u>Membership</u>: Every Owner of an Improved Lot and the Declarant shall be a member of the Neighborhood Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot.
- 3. <u>Voting</u>. For Neighborhood Association matters requiring a vote, the Neighborhood Association shall have two classes of voting membership:
- <u>Class A.</u> Class A members shall be any owner of an Improved Lot, and shall be entitled to one (1) vote for each Improved Lot owned by that member. When

more than one person holds an interest in any Improved Lot, all such persons shall be members; however, for purposes of a quorum, they shall be treated as a single member. The vote for such Improved Lot shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respect to any Improved Lot. Provided, however, an owner shall be entitled to vote as to any Improved Lot for which any then-current or prior assessment(s) has not been paid.

<u>Class B.</u> The Class B member shall be Chapel Ridge Partners II, LLC, its successors, transfers and assigns, which shall be entitled to eighty (80) votes for each Lot owned.

Article III General Provisions

- 1. The Neighborhood Association shall adopt bylaws, rules and regulations consistent and in conjunction with the Primary Declaration, and shall have the rights, privileges, covenants, and restrictions as set forth in said Primary Declaration.
- 2. The Board of Directors of the Neighborhood Association elected in accordance with the Articles of Incorporation and Bylaws shall be charged with the management of the association. The Board of Directors shall have the right to make such reasonable rules and regulations as will enable it to adequately and properly carry out the provisions of this Supplemental Declaration.
- 3. To the extent not provided by the Chapel Ridge Homes Association, Inc. ("Primary Association"), the Neighborhood Association shall perform such duties that may be necessary to maintain the Neighborhood. Specifically, the Neighborhood Association shall provide for the cutting and trimming of lawns on Lots, maintenance of trees planted by the Neighborhood Association, and driveway / sidewalk snow removal (2" or greater). The Neighborhood Association shall have no responsibility, however, for the upkeep or maintenance of structures and other improvements on the Lots. Further, the Neighborhood Association shall have no responsibility for removal of ice on any surface, sidewalk or driveway contemplated herein.
- 4. In addition to the foregoing, the Neighborhood Association shall have the following discretionary duties:
- (a) To provide, maintain, protect and, when necessary, design, construct and replace protective lighting within the streets of The Reserve at Chapel Ridge when adequate service of that type is not available from any public source or the Primary Association.

- (b) To provide for the maintenance of any gateways, entrances, fountains and other ornamental features now existing or which may hereafter be created in common areas within The Reserve at Chapel Ridge when service of that type is not available from any public source or the Primary Association.
- (c) To acquire and own the title to such real estate as may be reasonably necessary in order to carry out the purposes of the Neighborhood Association and to pay taxes on such real estate as may be owned by it.
- (d) To enforce, either in its own name or in the name of any owner of a Lot, any or all restrictive covenants including those set forth herein.
- (e) To care for, maintain and remove rubbish from vacant Lots or other unimproved property in the Neighborhood Association and to do such other things necessary or desirable in the judgment of the Neighborhood Association to keep vacant and unimproved property in the Neighborhood in a neat appearance and good order.
- (f) To exercise control over easements as the Neighborhood Association may require from time to time.
 - (g) To levy and collect assessments as provided for herein.
- (h) To provide for the cleaning and maintenance of streets, gutters, catch basins and sidewalks, when such services are not available from any public source or the Primary Association.
- (i) To erect and maintain signs for the marking of streets, and signs for the protection of children and other persons, when such signs are not available from any public source or the Primary Association.
- (j) To contract for the services of consultants, managers, accountants and attorneys to act on behalf of the Neighborhood Association as required.
- Association to exercise the powers and maintain the improvements and render the services herein provided for, each Lot within the Neighborhood, upon which a dwelling has been erected and is then or has been at any time theretofore occupied as a residence, shall be subject to annual general fund assessment which may be levied by the Neighborhood Association annually or at such other times as the Neighborhood Association may determine in advance. Anything to the contrary herein notwithstanding, Chapel Ridge Partners II, LLC, including its transfers and assigns, in its sole discretion, shall fix the amount of annual assessment, for so long as they own land contemplated within this Declaration (including Lots or land added to the Neighborhood at a later date.)

Thereafter, the Board of the Neighborhood Association shall from year to year fix and determine the total amount required in this general fund and may levy and collect an annual assessment for each Lot. Assessments shall commence either upon occupancy of the home or by completed sale, whichever comes first. The assessment for the year in which the dwelling is erected shall be determined on the basis of date of the occupancy permit and will be prorated on a 365-day basis.

- 6. The maximum annual assessment upon each Lot as aforesaid may be increased by the Board of the Neighborhood Association on all the Lots by an amount not exceeding 50 percent of the preceding year annual assessment which the Neighborhood Association may levy against such Lot and collect from year to year; provided, that the preceding year annual assessment upon each Lot as aforesaid may be increased on all the Lots by an amount not exceeding 100 percent of the previous annual assessment applicable to said Lot, provided that a meeting of the members specially called for that purpose, 75 percent of the votes of the owners of the Lots in person or by proxy at such meeting may authorize such an increase by an affirmative vote therefore. The Neighborhood Association shall be empowered to levy and collect special assessments for capital improvements or repairs in such amounts as the said Board deems reasonably necessary.
- 7. The first general assessment hereunder shall be for the calendar year beginning January 1, 2017, and shall be payable thirty (30) days after such assessment; future assessments shall be due and payable January 1st of each year thereafter. Within fifteen (15) days from the levying of each assessment, the Neighborhood Association shall notify all owners of assessable Lots whose addresses are listed with the Neighborhood Association to levy the assessment prior to January 1st of each year for the next succeeding fiscal year beginning on January 1st shall not invalidate any such assessment subsequently made for that particular year; nor shall failure to levy an assessment for any one year affect the right of the Neighborhood Association to do so for any subsequent year. When the assessment is levied subsequent to the 1st day of December which precedes such fiscal year then such assessment shall become due and payable not later than thirty (30) days from the date of levying the assessment. The Board of Directors of the Neighborhood Association may elect to permit collections in monthly, quarterly, or semi-annual settlements in lieu of the annual payments provided for herein
- 8. Additionally, an initiation fee shall be payable by the owner to the Neighborhood Association for use as part of the general funds of the Neighborhood Association, upon the initial occupancy of the residence on the Lot after the residence is constructed (which initiation fee is in addition to the first regular monthly assessment, as it may be prorated); and each subsequent transfer of ownership of the Lot for value. The initiation fee shall be fixed annually.

- 9. The owner of each Lot subject to an annual assessment herein provided shall by acceptance of a deed to such Lot be taken to have agreed and does by these presents agree to pay to the Neighborhood Association all assessments placed against such Lot in accordance herewith, and the Neighborhood Association is hereby granted the power to proceed against such owner personally for the collection of said assessments, said right to be in addition to an addition to and not to be construed as a limitation upon remedies and rights of the Neighborhood Association otherwise herein granted.
- 10. The assessments provided for herein shall become a lien on the real estate against which it can be levied as soon as it is due and payable as above set forth; provided, however, that such lien shall be inferior or subordinate to the lien of any valid first mortgage now existing or which may hereafter be placed on said real estate. In the event of the failure of any owner to pay the assessment within 30 days from the date same is levied, then such assessment, from the 30th day after it has been levied shall bear interest at the maximum rate of interest then allowed in Missouri of said judgments.
- 11. Within 30 days from the date of levying the assessment for the calendar year during which and for which the assessment is levied, the assessments shall become delinquent and payment of both principal and interest may be enforced as a lien on said real estate, in proceedings in any court in Platte County, Missouri having jurisdiction of suits for the enforcement of such liens. The Neighborhood Association may, at its discretion, file certificates of nonpayment of assessments in the office of the Recorder of Deeds whenever any such assessments are delinquent. For each certificate so filed, the Neighborhood Association shall be entitled to collection from the owner(s) of the property described therein a fee of the greater of \$150.00 or one year's general assessment, which fee is hereby declared to be a lien upon the real estate so described in said certificate, provided that such lien shall be inferior and subordinate to the lien of any valid first mortgage now existing or which may hereafter be placed on said real estate. Such fee shall be collectable in the same manner as the original assessments provided for herein and in addition to the interest and principal due thereon.
- 12. The Neighborhood Association reserves the right to delegate to the primary Association, with their consent, the power to levy and collect the assessments described herein.
- 13. The Neighborhood Association shall at no time expend more money within any calendar year than the total amount of the general assessment for that particular year plus a surplus which it may have on hand from previous assessments; provided, however, that the Neighborhood Association may contract for lawn maintenance / snow removal for greater than one year, if in the discretion of the Board of Directors it is in the best interests of the Neighborhood Association to do so.

Article IV Restrictive Covenants

- 1. In addition to the restrictive covenants set forth in the Primary Declaration, as defined above, the following restrictive covenants shall apply to the Lots, and all the owners of the Lots, by taking title thereto, shall be bound to observe and comply with same.
- a. No fences shall be installed, provided, however, that nothing herein contained shall prohibit the use of the underground "electric fences" to confine pets to the yard.
- b. No playground equipment shall be permanently installed or temporarily placed in the front yard of any Lot without prior written permission of the Architectural Review Committee.
- c. Temporary or portable basketball goals shall be prohibited, and permanent basketball goals altogether unless prior permissions shall be erected only with the written prior permission of the Architectural Review Committee.
- d. No above-grade or above-ground swimming pools or spas shall be permitted without prior written permission of the Architectural Review Committee.
- e. The discharge of any firearms, including archery equipment, is prohibited within the Neighborhood, including any Lot.
- f. All address signs, lettering and mail-boxes shall be subject to the prior approval of the Architectural Review Committee; it is the intent of the Developer to require uniform type and style of address signs.
- g. The exterior colors of dwellings, decks and roofing materials shall be subject to the prior approval of the Architectural Review Committee.
- h. No animal pens; pet, bird or animal houses; or dog runs shall be permitted on any Lot.

Article V Architectural Review Committee

1. <u>Composition and Appointment.</u> An Architectural Review Committee (the "ARC") may initially be appointed by the Declarant, its transferees or assigns, for so long as they own a Lot within the Neighborhood Association after which the ARC shall be appointed by the Board of Directors. The initial board appointed committee shall consist

of three (3) members and shall serve for a term of one year, or until their successors are elected and qualified. Any vacancy in the membership of the ARC shall be appointed by the Neighborhood Association Board to serve for the remaining portion of the term of the originally appointed member. If any vacancy shall occur, the remaining members of the ARC may continue to act until the vacancy has been filled. Any member, except those designated by Declarant, may be removed with or without cause by the Neighborhood Association Board. In the event that the Declarant shall fail to designate an ARC, the Declarant shall serve as the ARC.

- 2. <u>Powers and Duties.</u> The ARC shall serve as an architectural review board and shall regulate the external design, appearance and location of the Lots and Structures thereon so as to enforce the architectural provisions of this Declaration, enforce the requirements of the recorded subdivision plats, deeds of subdivision, and to preserve and enhance values and to maintain a harmonious relationship among Structures and the Property.
- 3. <u>Submission of Plans to ARC for Approval.</u> Except for such Structures as may be constructed by the Declarant or Structures constructed by a Participating Builder which have first been approved by the Declarant, no Structure of any kind whatsoever shall be commenced, erected, placed, moved onto or permitted on any Lot, nor shall any existing Structure upon any Lot be removed or altered in any way which materially changes the exterior appearance thereof (including change of exterior color) until plans and specifications therefore shall have been submitted to and approved in writing by the ARC. Such plans and specifications shall be in such form and shall contain such information as the ARC may reasonably require, but shall in all cases include:
 - (a) A site plan showing the location of all proposed and existing Structures on the Lot and all existing Structures on adjoining Lots,
 - (b) Exterior elevations for the proposed Structures,
 - (c) Specifications of materials, color scheme and other details affecting the exterior appearance of the proposed buildings, and
 - (d) Description of the plans or provisions for landscaping or grading.
- 4. <u>Approvals.</u> Any approval or disapproval of a requested action by the ARC shall be in writing. In denying the application, the ARC shall specify the reasons for such denial. The Architectural Committee may approve an application subject to such conditions and qualifications as the Board deems appropriate to enforce the architectural provisions of this Declaration.

- 5. <u>Failure of the ARC to Act.</u> If the ARC shall fail to act upon any request submitted to it within 45 days after a complete submission thereof in a form acceptable to the ARC, such request shall be submitted to the Board of Directors for approval. If the Board of Directors shall fail to act within 30 days after submission to the Neighborhood Association, then such request shall be deemed to have been approved as submitted, and no further action shall be required. Submission of incomplete plans shall not be considered by the ARC or the Board of Directors.
- 6. Rules, Regulations and Policy Statements. The ARC shall enforce the design guidelines published by Chapel Ridge Home Owner's Association. The ARC may recommend, from time to time, subject to the approval and adoption of the Neighborhood Association, reasonable rules and regulations pertaining to its authorized duties and activities under this Declaration and may from time to time issue statements of policy with respect to architectural standards and such other matters as it is authorized to act on. The ARC shall adopt rules of procedure, subject to the prior approval and adoption of the Neighborhood Association, which rules of procedure shall include provisions substantially to the following effect:
 - (a) The ARC shall hold regular meetings as necessary. Meetings of the committee may be called by the Chairperson and by a majority of the members of said committee.
 - (b) A majority of the members of the ARC present at any meeting shall constitute a quorum.
 - (c) The ARC shall maintain minutes of its meetings and a record of the votes taken there at.
 - (d) All meetings of the ARC shall be open to the Members of the Neighborhood Association and any vote of the ARC shall be taken at an open meeting. Nothing contained herein, however, shall prevent the ARC from meeting in closed session or executive session in accordance with State and Federal laws or regulations.
 - (e) A copy of all minutes, rules, regulations and policy statements of the ARC shall be filed with the records of the Neighborhood Association and shall be maintained by the Association as a permanent public record. The Association shall make copies thereof available to any interested Member of the Neighborhood Association at a reasonable cost or shall make such minutes, rules, regulations and policy statements available to any Member for copying.

- 7. Expenses of the ARC. The ARC may charge reasonable fees for the processing of any requests, plans and specifications including consultation with a professional. The Neighborhood Association shall pay all ordinary and necessary expenses of the ARC; provided, however no member of the ARC shall be paid any salary or receive any other form of compensation at the expense of the Neighborhood Association.
- 8. Right of Entry. The Chapel Ridge Homes Association, Inc., the Neighborhood Association, including their respective ARC's, through their authorized officers, employees and agents shall have the right to enter upon any Lot at all reasonable times for the purpose of ascertaining whether such Lot or the construction, erection, placement, remodeling or alteration of any Structure thereon is in compliance with the provisions of this Article and Article VI without the Association or the ARC or such officer, employee or agent being deemed to have committed a trespass or wrongful act solely by reason of such action or actions.

9. Meetings.

- (a) The ARC shall meet as necessary to consider applications with respect to any item that require the recommendation of the ARC and approval of the Chapel Ridge Homes Association board and / or Neighborhood Association board as provided above and to consider any other matters within the authority of the ARC as provided in the Declarations or the Design Guidelines. The ARC may specify a form or application that must be used by applicants. A majority of the members of the ARC shall constitute a quorum for the transaction of business at a meeting and every act or decision made by a majority of the members present at a meeting which a quorum is present shall be regarded as the act or decision of the ARC.
- (b) At each meeting, the ARC shall consider and act upon written and complete applications that have been submitted to it for approval in accordance with the Declarations and Design Guidelines. In making its recommendations, the ARC may consider any and all aspects and factors that the individual members of the ARC, in their discretion, determine to be appropriate to establish and maintain the quality, character and aesthetics of the Neighborhood, including, without limitation, the building plans, specifications, exterior color scheme, exterior materials, location, elevation, lot grading plans, and landscaping plans. The ARC, with approval of the Neighborhood Association, may establish in advance and change from time to time certain procedural and substantive guidelines and conditions that it intends to follow in making its recommendations.
- (c) All recommendations of the ARC shall be in writing and delivered to the Neighborhood Association Board for approval. If the Neighborhood

Association approves the Change Request, the request will be forwarded to the Chapel Ridge Homes Association Board for final review and approval / disapproval.

Any applicant or other person who is dissatisfied with a decision of the Neighborhood Association shall have the right to appeal such decision to The Chapel Ridge Homes Association Board provided such appeal is filed in writing with a member of that Board within 30 days after the date the Neighborhood Association Board renders its written decision. In making its decisions, the Chapel Ridge Homes Association Board may consider any and all aspects and factors that the individual members, in their discretion, determine to be appropriate to establish and maintain the quality, character and aesthetics of the Neighborhood, including, without limitation, the building plans, specifications, exterior color scheme, exterior materials, location, elevation, lot grading plans, Any decision rendered by Chapel Ridge Homes and landscaping plans. Association Board on appeal of a decision, shall be final and conclusively binding on all parties. Chapel Ridge Homes Association Board from time to time may adopt, amend and revoke rules and regulations respecting appeals of decisions of the Neighborhood Association.

Article VI Amendments

- 1. <u>Power to Amend</u>. Except as otherwise specifically provided herein, additions to, changes in, or amendment of this Declaration shall require the consent of owners owning at least two-thirds (2/3) of the Lots and, until the sale by Declarant / Chapel Ridge Partners II, LLC or its transferees and assigns of the last contemplated maintenance provided Lot, the Declarant. Notwithstanding the foregoing:
- a. The consent of residential owners of at least eighty percent (80%) of the Lots and, until the sale by Declarant of the last contemplated Lot, the Declarant, shall be required to terminate this Declaration;
- b. Chapel Ridge Partners II, LLC, its transferees and / or assigns, reserves and shall have the absolute unilateral right and power to amend this Declaration until one hundred percent (100%) of all of the Lots (as then composed or contemplated by the Declarant) have been sold and a Deed thereto delivered by the Declarant. No such amendment by the Declarant shall require the consent of any owner of the Neighborhood Association; and
- c. The Association shall not be permitted to be dissolved except as required by State law.

- Method to Amend. An amendment to this Declaration, adopted with the consents of residential lot owners, shall be executed with the same formalities as to execution as this Declaration by two officers of the Association and shall contain their certification that such amendment was duly adopted in accordance with the foregoing provisions. Any amendment adopted by the Declarant or a duly empowered successor Declarant pursuant to authority granted it pursuant to this Declaration and shall contain the certification of such signor or signors that such amendment is made pursuant to authority vested in Declarant or any duly empowered successor Declarant by this Declaration. Any amendment duly adopted and executed in accordance with the foregoing provisions shall be effective upon the filing of the same with the Recording Office.
- 3. Form of Consent of Lot Owners. Notwithstanding the powers retained by Declarant, the consent of residential lot owners to any amendment of this Declaration may be obtained in the form of written consent(s) executed by two-thirds (2/3) of all of the residential lot owners or in the form of a formal resolution approved by two-thirds (2/3) of all of the residential lot owners at a meeting of the members.

Article VII General Provisions

- 1. <u>Assignment of Rights</u>. The Declarant / Owner, Chapel Ridge Partners II, LLC shall have the right and authority, by appropriate agreement made expressly for that purpose, to assign, convey, transfer and set over to any person(s) or entity, all or any part of the rights, benefits, powers, reservations, privileges, duties and responsibilities herein reserved by or granted to the Declarant, and upon such assignment, the assignee shall then, for all purposes, be the Declarant hereunder with respect to the assigned rights, benefits, powers, reservations, privileges, duties and responsibilities. Such assignee and its successors and assigns shall have the right and authority to further assign, convey, transfer and set over the rights, benefits, powers, reservations, privileges, duties and responsibilities of the Declaration hereunder.
- 2. Annexation. It is expected that additional property now, or in the future owned by Chapel Ridge Partners, LLC and / or Chapel Ridge Partners II, LLC, their successors, transfers, and assigns may be included within the subdivision commonly known as Chapel Ridge / The Reserve at Chapel Ridge as contemplated in this Supplemental Declaration, and will be annexed and included within the covenants and restrictions of the Primary Declaration and this Supplemental Declaration. All such Property may be annexed into and included within the Properties with the consent of the Developer of the Properties shall be accomplished by and take effect on the filing in the Office of the Recorder of Deeds for the county in which such land is located of an appropriate document extending this Declaration to encumber such added land. All

annexed property shall be subject to the Primary Declaration and, if applicable, the additional Covenants and Restrictions contained herein.

- 3. Application. Notwithstanding anything contained in this Declaration to the contrary, none of the restrictions contained in this Declaration shall be construed or deemed to limit or prohibit any act of the Declarant / Owner, Chapel Ridge Partners II, LLC, its officers, members, affiliates, subsidiaries, employees, agents and subcontractors, or parties designated by it, including transfers and assigns, in connection with the construction, completion, sale or leasing of the completed residences, or any part of the contemplated maintenance provided property owned by Declarant, including without limitation the ability of the Declarant to own any one or more Lots and lease any such completed homes on said Lots to tenants without the need for any prior consent from the Association or the Board. Notwithstanding anything contained in this Declaration to the contrary, Declarant's right to lease any completed home owned by them without the prior consent or approval of the Association or the Board shall not be assigned, conveyed, transferred or set over unless such instrument specifically states that it is assigning, conveying, transferring or setting over such right.
- 4. <u>Covenants Running With the Land</u>. The covenants, conditions, restrictions, easements, reservations, liens and charges created hereunder or hereby shall run with and bind the land, and each part thereof: and shall be binding upon and inure to the benefit of all parties having any right, title or interest in or to all or any part of the maintenance provided Lots, and the Association, and their respective heirs, executors, administrators, successors and assigns.
- 5. <u>Enforcement</u>. In addition to any other remedies provided in this Declaration, Declarant (only with respect to those rights directly benefiting the Declarant), the Association, and each residential owner, shall have the right to enforce, by and proceeding at law or in equity, all restrictions, conditions, covenants, easements, reservations, liens and charges set forth herein or in the Bylaws or now or hereafter imposed by or through the Association's rules and regulations. The Board, in its discretion, may delegate enforcement of the Supplemental Covenants to the Chapel Ridge Homes Association, Inc. by consent. Failure by Declarant, the Association or by any residential owner to proceed with such enforcement shall in no event be deemed a waiver of the right to enforce at a later date the original violation or a subsequent violation, nor shall the doctrine of laches nor any state of limitations bar by enforcement of any such restriction, condition, covenant, reservation, easement, lien or charge.

Whenever the Board determines that a violation of this Declaration has occurred and is continuing with respect to a Lot, the Association may file with the Recording Office a certificate setting forth public notice of the nature of the breach and the Lot involved.

To the extent permitted by law, if Declarant or the Association shall be successful in obtaining a judgment or consent decree in any court action, the Declarant and/or the Association shall be entitled to receive from the party breaching this Declaration as part of the judgment or decree the reasonable legal fees and expenses incurred by Declarant, its transferees and assigns, and/or the Association with respect to such action.

If any residential property owner commences a lawsuit or files a counterclaim or crossclaim against the Association, the Board, or any committee or any individual director, officer or committee, member of the Association, and such property owner fails to prevail in such lawsuit or counterclaim, the Association, Board or individual director, officer or committee member sued by such residential lot owner shall be entitled to recover from such property owner all litigation expenses incurred in defending such lawsuit, counterclaim or crossclaim, including reasonable attorneys' fees. Such recovery right shall constitute a special assessment against the residential owner's Lot and shall be enforceable against such Lot as provided herein.

- 6. <u>Severability</u>. Invalidation of anyone or more of these covenants, conditions, restrictions or easements by judgment or court order shall in no way affect any other provisions, which provisions shall remain in full force and effect.
- 7. Gender and Grammar. The singular wherever used herein shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations, partnerships, men or women, shall in all cases be assumed as though in such case fully expressed.
- 8. <u>Captions</u>. The captions of the various provisions of this Declaration are not part of the context hereof, but are merely labels to assist in locating the various provisions hereof.
- 9. <u>Construction of Declarations</u>. The easements, covenants, conditions, assessments and restrictions contained in this Declaration are in addition to those set forth in the Primary Declaration, and shall in no way relieve the maintenance provided Lots or any residential lot owner thereof from the Primary Declaration. This Declaration and the Primary Declaration shall be construed in harmony whenever possible. To the extent the terms of this Declaration conflict with those contained in the Primary Declaration, the provisions that are more restrictive with regard to resident lot owners or occupants or that are more expansive with regard to the rights of the Declarant or Association shall prevail.

In WITNESS WHEREOF, the undersigned Declarant and Developer have set their hands as of the day and date first above written and further certify that such amendment is made pursuant to authority vested in Declarant.

	Chapel Ridge Partners II, LLC
And	By:Name: Brian J. Mertz Its: Member
	Chapel Ridge Partners, LLC
	By: Name: Brian J. Mertz Its: Member
Public, personally appeared Brian Mertz to a did say that he is a member of Chapel Ridge	2017, before me, the undersigned, a Notary me personally known, who by me duly sworn, a Partners II, LLC, a Missouri limited liability ed in behalf of said limited liability company ged said instrument to be the free act and
IN WITNESS WHEREOF, I have he seal in the State of Missouri, in the day and	ereunto set my hand and affixed my official year last above written. Notary Public
LIS	SA OIDTMAN

LISA OIDTMAN
NOTARY PUBLIC-NOTARY SEAL
STATE OF MISSOURI
CLAY COUNTY
MY COMMISSION EXPIRES SEPT. 18, 2021
COMMISSION # 13429669

My Commission Expires:		
STATE OF MISSOURI) ss. COUNTY OF PLATTE On this	personally known, who by me duly sworn, rtners, LLC, a Missouri limited liability n behalf of said limited liability company	
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the State of Missouri, in the day and year last above written. Notary Public		
My Commission Expires:	LISA OIDTMAN NOTARY PUBLIC-NOTARY SEAL STATE OF MISSOURI CLAY COUNTY MY COMMISSION EXPIRES SEPT. 18, 2021 COMMISSION # 13429669	

EXHIBIT "A"

Lots 23 through 63, inclusive, and Lots 66 through 78, inclusive, CHAPEL RIDGE SUBDIVISION SECOND PLAT, a subdivision in Platte County, Missouri

Recorded in Platte County, Missouri

Recording Date/Time: 11/15/2017 at 11:30:19 AM

Instr Number: 2017015242 Book: 1288 Page: 6

Type: DE REST

Pages: 3

\$30.00 S Fee:

Electronically Recorded

Recorder of Deeds

ADDITION OF FIFTH PLAT TO DECLARATION OF COVENANTS AND RESTRICTIONS OF CHAPEL RIDGE SUBDIVISION

Grantor:

Chapel Ridge Partners LLC,

a Missouri limited liability

Grantee: Chapel Ridge Partners II LLC,

a Missouri limited liability

company

company

Address:

7607 NW John Anders Road

Address: 7607 NW John Anders Road

Kansas City, MO 64152

Kansas City, MO 64152

Date of Instrument: //-/-/ , 2017

Recorded Document

Affected:

Declaration of Covenants and Restrictions of Chapel Ridge

Subdivision filed as Document No. 2015015131 in Book 1252 at

Page 772.

Legal Description:

The following described real estate located in Platte County,

Missouri:

Lots 161 through 188, inclusive, CHAPEL RIDGE SUBDIVISION FIFTH PLAT, a subdivision in Platte County, Missouri

Comes now Chapel Ridge Partners LLC, a Missouri limited liability company, which was Grantor of the Declaration of Covenants and Restrictions of Chapel Ridge

Subdivision dated the 13th day of November, 2015 which was recorded in Book 1252 at Page 772 of the Platte County deed records and all amendments thereto and pursuant to the power reserved in Article VIII, Section 7, does hereby add to the Tract as described in said Covenants and Restrictions, the real estate described in the Legal Description.

Chapel Ridge Partners II, LLC is the Owner of the real estate described in the Legal Description and said real estate is contiguous or adjacent to the Tract or subsequently annexed tracts as defined in said Covenants and Restrictions.

Chapel Ridge Partners, LLC

By: Brian Mertz
Title: Media
Chapel Ridge Partners II, LLC
By: Brian Mertz
Title:

STATE OF MISSOURI)
) ss
COUNTY OF PLATTE)

On this 144 day of November 2017, before me, the undersigned, a Notary Public, personally appeared Brian Mertz to me personally known, who by me duly sworn, did say that he is a Member of both Chapel Ridge Partners LLC and Chapel Ridge Partners II, LLC, Missouri limited liability companies, and that said instrument was signed on behalf of said limited liability companies by authority of its members, and acknowledged said instrument to be the free act and deed of said limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the State of Missouri, in the day and year last above written.

Notary Public

My Commission Expires: 9/18/21

LISA OIDTMAN NOTARY PUBLIC-NOTARY SEAL STATE OF MISSOURI **CLAY COUNTY** MY COMMISSION EXPIRES SEPT. 18, 2021

COMMISSION # 13429669

Recorded in Platte County, Missouri

Recording Date/Time: 11/15/2017 at 01:20:07 PM

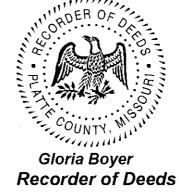
Instr Number: 2017015259 Book: 1288 Page: 23

Type: DE DEC

Pages: 3

\$30.00 S Fee:

Electronically Recorded



Shwart 01109-57625

company

ADDITION OF FIFTH PLAT TO NEIGHBORHOOD DECLARATION AND SUPPLEMENTAL RESTRICTION OF COVENANTS, CONDITIONS RESTRICTIONS AND ASSESSMENTS

Grantor:

Chapel Ridge Partners II, LLC,

Grantee: Chapel Ridge Partners II LLC,

a Missouri limited liability

a Missouri limited liability

company

Address:

7607 NW John Anders Road

Address: 7607 NW John Anders Road

Kansas City, MO 64152

Kansas City, MO 64152

Date of Instrument:

Recorded Document

Affected:

Declaration of Covenants and Restrictions of Chapel Ridge

Subdivision filed as Document No. 2015015131 in Book 1252 at

Page 772; and

First Amended Neighborhood Association Declaration and

Supplemental Declaration of Covenants, Conditions, Restrictions and Assessments Filed as Document No. 2011015242 in Book

1288 at Page 6.

Legal Description:

The following described real estate located in Platte County,

Missouri:

Lots 161 through 188, inclusive, CHAPEL RIDGE SUBDIVISION FIFTH PLAT, a subdivision in Platte County, Missouri

Comes now Chapel Ridge Partners II, LLC, a Missouri limited liability company, which was Declarant of the Neighborhood Association Declaration and Supplemental Declaration of Covenants, Conditions, Restrictions and Assessments dated the 4th day of April, 2017 recorded in Book 1276 at Page 984 of the Platte County deed records and amended by the First Amended Neighborhood Association Declaration and Supplemental Declaration of Covenants, Conditions, Restrictions and Assessments dated the 14th day of November, 2017 recorded in Book 2017015 242 at Page 6 of the Platte County deed records, and all subsequent amendments thereto.

* Bock 1288, Page 6

Pursuant to the power reserved in Article VII, Paragraph Two (2) of the First Amended Neighborhood Association Declaration and Supplemental Declaration of Covenants, Conditions, Restrictions and Assessments, Grantor does hereby add to the Tract as described in said Association, Covenants and Restrictions, the real estate described in the Legal Description.

Chapel Ridge Partners II, LLC is the Owner of the real estate described in the Legal Description and said real estate is contiguous or adjacent to the Tract or subsequently annexed tracts as defined in said Covenants and Restrictions. To the extent required, Chapel Ridge Partners, LLC, developer of Chapel Ridge Subdivision hereby consents to the annexation of the above referenced real property to the Neighborhood Association Declaration and Supplemental Declaration of Covenants, Conditions, Restrictions and Assessments and any recorded amendments thereto.

Chapel Ridge Partners, LLC

By: Brian Mertz
Title: Member
Chapel Ridge Partners II, LLC
By: Brian Mertz
Title: Month oper

STATE OF MISSOURI)
) ss.
COUNTY OF PLATTE)

On this day of Myhby, 2017, before me, the undersigned, a Notary Public, personally appeared Brian Mertz to me personally known, who by me duly sworn, did say that he is a Member of both Chapel Ridge Partners LLC and Chapel Ridge Partners II, LLC, Missouri limited liability companies, and that said instrument was signed on behalf of said limited liability companies by authority of its members, and acknowledged said instrument to be the free act and deed of said limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the State of Missouri, in the day and year last above written.

Notary Public

My Commission Expires:

LISA OIDTMAN
NOTARY PUBLIC-NOTARY SEAL
STATE OF MISSOURI
CLAY COUNTY

MY COMMISSION EXPIRES SEPT. 18, 2021 COMMISSION # 13429669