

**AMENDMENT TO DECLARATION  
OF COVENANTS, CONDITIONS AND RESTRICTIONS**

THIS AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, made on the date indicated below, by **CLEAR MOUNTAIN PROPERTIES, L.L.C.**, a Missouri limited liability company, successor in title to CHAPEL OAKS DEVELOPMENT COMPANY, INC. (hereinafter called "Declarant").

**WITNESSETH:**

WHEREAS, by a Declaration of Covenants, Conditions and Restrictions, duly recorded on March 8, 1999, in the office of the Recorder of Deeds in and for Jackson County, Missouri, at Independence, as Document Number and at Book and Page Number 1999I 0018599, as amended, said amendments being duly recorded on August 27, 1999, as Document Number 1999I 0070999 (1-4), and February 24, 2000, as Document Number 2000I 0010680 (1-4), and April 12, 2000, as Document Number 2001I 0023310 (1-4); and

WHEREAS, the undersigned has become the Declarant for the property legally described herein by virtue of the execution and recording of the Assignment of Declarant's and Developer's Rights and Acceptance of Responsibilities, recorded as Document Number 2001I0084706 (1-5) on the 18<sup>th</sup> day of October, 2001; and

WHEREAS, Declarant Clear Mountain Properties, L.L.C., by virtue of the provisions of the Declaration holds the requisite number of votes as a Class C member of the Newberry Homes Association to effect an amendment to the Declaration, under the provisions of Article X, Section 2, and Declarant further desires to adopt and amend the provisions of Article IX of said Declaration entitled "Additional Use Restrictions Applicable to Residential Lots, Size 3 Size Requirements" as it shall be included in this Supplementary Declaration and as it pertains to property contained within the land legally described herein as follows: and

WHEREAS, Declarant owns a certain parcel of real estate which is legally described as follows:

Commencing at the Northwest corner of Section 16, Township 47 North, Range 31 West; thence along the North line thereof South 88 degrees 07 minutes 04 seconds East a distance of 25.00 feet; thence South 02 degrees 22 minutes 27 seconds West a distance of 20.00 feet to a point on the South right-of-way of Bailey Road as now established; thence along said right-of-way South 88 degrees 07 minutes 44 seconds East a distance of 655.00 feet to the Point of Beginning; thence continuing South 88 degrees 07 minutes 44 seconds East a distance of 1923.78 feet; thence South 2 degrees 19 minutes 52 seconds West a distance of 310.01 feet; thence South 88 degrees 07 minutes 44 seconds East a distance of 49.50 feet to a point on the East line of the Northwest Quarter of said section; thence along said East line South 2 degrees 19 minutes 52 seconds West a distance of 995.21 feet to a point on the South line of the North half of said Northwest Quarter; thence North 88 degrees 02

minutes 17 seconds West a distance of 2057.81 feet; thence North 1 degree 52 minutes 16 seconds East a distance of 1050.57 feet; thence South 88 degrees 07 minutes 44 seconds East a distance of 95.00 feet; thence North 1 degree 52 minutes 16 seconds East a distance of 251.34 feet to the Point of Beginning,

except that part thereof described as follows:

Commencing at the Northwest corner of Section 16, Township 47 North of the Baseline, Range 31 West of the Fifth Principal Meridian in Lee's Summit, Jackson County, Missouri; thence along the North line of said section South 88 degrees 07 minutes 44 seconds East a distance of 679.83 feet; thence South 1 degree 52 minutes 16 seconds West a distance of 20 feet to a point on the South right of way of Bailey Road as now established and Point of Beginning; thence along said right of way South 88 degrees 07 minutes 44 seconds East a distance of 510.00 feet; thence South 1 degree 52 minutes 16 seconds West a distance of 1302.87 feet to a point on the South line of the North half of the Northwest Quarter of said section; thence along said line North 88 degrees 02 minutes 17 seconds West a distance of 605.00 feet; thence North 1 degree 52 minutes 16 seconds East a distance of 1050.57 feet; thence South 88 degrees 07 minutes 44 seconds East a distance of 95.00 feet; thence North 1 degree 52 minutes 16 seconds East a distance of 251.34 feet to the Point of Beginning, containing 17.54 acres, more or less,

and

Part of the Northwest Quarter of Section 16, Township 47 North, Range 31 West, in the City of Lee's Summit, Jackson County, Missouri, described as follows: From the Northwest Corner of the Northwest Quarter of Section 16, aforesaid, run thence South 2°22'27" West, along the West line of said Quarter Section, 1321.02 feet; Run thence South 88°02'17" East, 723.42 Feet to the true point of beginning of the tract to be described; Run thence South 42°44'34" East 583.14 Feet; Thence South 9°25'00" East, 100.77 Feet; Thence South 39°22'06" East, 223.44 Feet; Thence South 75°42'12" East, 164.49 Feet; Thence South 34°40'15" East, 386.83 Feet; Thence South 2°03'10" West, 297.08 Feet to a point on the South line of said Quarter Section; Thence South 87°56'50" East, along the South line of said Quarter Section, 953.59 Feet to the Southeast corner of said Quarter Section; Thence North 2°20'19" East, 1325.22 Feet; Thence North 88°02'17" West, 1930.99 Feet to the point of beginning. Contains 40.49 acres, more or less,

to be subject to the easements, restrictions, covenants and conditions as set forth in the original Declaration amended herein; and

WHEREAS, a portion of the property described in the Declaration is now dedicated and changing economic conditions require special covenants, restrictions and sizes different from those contained in the Declaration; and

NOW, THEREFORE, notwithstanding the generality and inclusiveness of the foregoing provisions, Article IX of the said Declaration entitled "Additional Use Restrictions Applicable to Residential Lots, Size 3 Size Requirements" as it shall be included in this Declaration, is hereby amended to delete "Section 3. Size Requirements" in its entirety, and the following replacement "Section 3. Size Requirements" is hereby adopted and inserted as follows:

"Section 3. Size Requirements. Any residence consisting of a single level above ground level shall contain a minimum of 1,200 square feet of enclosed floor area. If, however, a single level residence shall contain a basement garage, the minimum enclosed floor area shall be 1,200 square feet. Any residence consisting of two levels shall contain a minimum of 1,200 square feet of enclosed floor area in the two levels above ground level. Any residence consisting of a level or part of a level below ground level with a garage beneath a part of the living area, sometimes referred to as a "split-level" or a "split-foyer", shall have a minimum of 1,200 square feet of total enclosed floor area on the level above ground level and above the garage. The words "enclosed floor area" as used herein shall mean and include areas of the residence enclosed and finished for all year occupancy, computed on the outside measurements of the residence, and shall not mean or include any patio areas, basements, garages, carports, porches or attics. A residence containing less than the minimum floor area provided herein may be erected on any of said lots within the written consent of the Architectural Review Board, it being intended that the foregoing shall serve as a guide for the Board's consideration."

In all other respects, the Declaration as defined in Article I, Section 15, and all its terms, as heretofore amended, shall remain unchanged, unaffected, and shall serve as the Declaration of Covenants, Conditions and Restrictions for the land legally described above.

IN WITNESS WHEREOF, the undersigned, being the duly appointed representative of the Declarant herein, has hereunto set his hand this 19th day of November 2001.

CLEAR MOUNTAIN PROPERTIES, L.L.C.,  
a Missouri limited liability company


By: \_\_\_\_\_

  
Glen Jones, Member

STATE OF MISSOURI                    )  
  )ss.  
COUNTY OF                            )

On this 19 day of November, 2001, before me, a Notary Public in the above-  
maned county and state, personally appeared **Glen Jones**, to me personally known, who being duly  
sworn, did say that he is the **Member** of Clear Mountain Properties, L.L.C., a Missouri limited  
liability company, and that the foregoing instrument was signed and acknowledged by him on behalf  
of said limited liability company by authority of its members, and said **Glen Jones** 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 seal, the day and year written above.

  
Notary Public

My commission expires:

\_\_\_\_\_

**SHARON R. WALKER**  
Notary Public - Notary Seal  
STATE OF MISSOURI  
Jackson County  
My Commission Expires July 22, 2003