

**SUPPLEMENTARY DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS**

THIS SUPPLEMENTARY 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");

**W I T N E S S E T H:**

WHEREAS, Declarant is successor in title to that certain parcel of real estate legally described as follows:

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, subject to any existing easements.

and

WHEREAS, by a Declaration of Covenants, Conditions and Restrictions (hereinafter called the "Declaration"), duly recorded on March 8, 1999, in the office of the Recorder of Deeds in and for Jackson County, Missouri, at Independence, as Document No. 1999I 0018599, as amended; said amendments being duly recorded on August 27, 1999 as Document No. 1999I 0070999, on February 24, 2000 as Document No. 2000I 0010680, and on April 12, 2000 as Document No. 2000I 0023310 in the office of the Recorder of Deeds in and for Jackson County, Missouri, at Independence, Declarant declared all that certain property described in those instruments to be subject to easements, restrictions, covenants and conditions as set forth in the Declaration; and

WHEREAS, Declarant desires to amend ARTICLE VIII, "USE RESTRICTIONS", of the said Declaration to provide for dual fuel utility service to all lots in the development; and

WHEREAS, Declarant, by the provisions of ARTICLE II of said Declaration, reserved unto itself and its assigns for ten (10) years from the date of recording of the Declaration the right to add additional real property to be subject to the provisions of the Declaration and made part of the Property covered by the Declaration without regard to assent from any other member and without any vote by the members; and

WHEREAS, ARTICLE I of the Declaration allows and provides for Supplementary Declarations of Covenants, Conditions and Restrictions which may be recorded by the Declarant or Developer containing such complementary provisions in relation to a parcel as are authorized in the Declaration and required for the general welfare of the owners or occupants of lots within the parcel; and

WHEREAS, the Added Parcel of Declarant is adjacent to and adjoining the Property currently covered by the Declaration, Declarant desires to add the Added Parcel to that Property subject of the Declaration, and this instrument is executed and recorded within ten (10) years from the date of recording of the Declaration, and Declarant further desires to adopt and record a Supplementary Declaration of Covenants, Conditions and Restrictions complementary to the provision of the Declaration in regard to the Added Parcel and required for the general welfare of owners or occupants of lots within the parcel.

NOW, THEREFORE, Declarant hereby declares that all of the property in the Added Parcel described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and shall be binding on all parties having any right, title or interest in the Added Parcel or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

NOW, THEREFORE, the following provision for dual fuel utility service is hereby added to ARTICLE VIII, "USE RESTRICTIONS", of the Declaration of Covenants, Conditions and Restrictions:

Section 6. Easements.

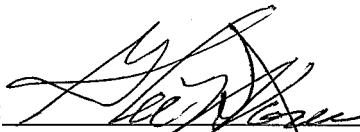
(c) Heat Pump Utility Service. Whereas, the Declarant and Kansas City Power & Light, a private corporation, have agreed that all Lots in the development legally described above shall have a dual fuel utility service known as an "add on heat pump" or there shall be an additional charge of One Thousand Five Hundred Dollars (\$1,500.00) per Lot; and whereas, the Declarant wishes to require each Lot owner to have such dual fuel heat pump service; it is hereby agreed by Declarant and binding upon each Lot owner acquiring title hereunder that in the event said Lot owner does not provide for dual fuel utility ("add on heat pump" service) but purchases and agrees to install a different type utility service, then said Lot owner shall pay to Declarant or his assigns the sum of One Thousand Five Hundred Dollars

(\$1,500.00) within thirty (30) days' written notice from Declarant, and in absence of said payment, a special assessment may be imposed by the Declarant or the Board of Directors of the Homes Association upon any Lot for the purpose of paying said charge if the owner shall have failed or refused to pay the \$1,500.00 contractual agreement and assessment herein. Further, the owner shall be responsible for any costs of collection, including reasonable attorney's fees, in the event they fail to pay said special assessment within thirty (30) days of the date of assessment of same. Said costs shall be payable to Chapel Oaks Development Co., a Missouri corporation, (herein "Declarant") or their assigns.

In all other respects, the Declaration and all its terms shall remain unchanged, unaffected, and in full force and effect with respect to the property described therein.

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

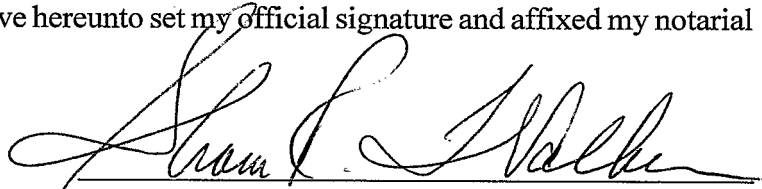
By:   
Glen H. Jones, Member

And:   
Gary Bryan Penrod, Member

STATE OF MISSOURI     )  
  )ss:  
COUNTY OF JACKSON    )

On this 19 day of November, 2000, before me, a notary public within and for said county and state, personally appeared **Glen H. Jones** and **Gary Bryan Penrod**, to me personally known, who being by me duly sworn, did say that they are Members of **Clear Mountain Properties, L.L.C.**, a Missouri limited liability company, and that said instrument was signed and sealed on behalf of said limited liability company by authority of its Board of Directors, and said Glen H. Jones and Gary Bryan Penrod acknowledged said instrument to be the free act and deed of said limited liability company.

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



Notary Public

MY COMMISSION EXPIRES:

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