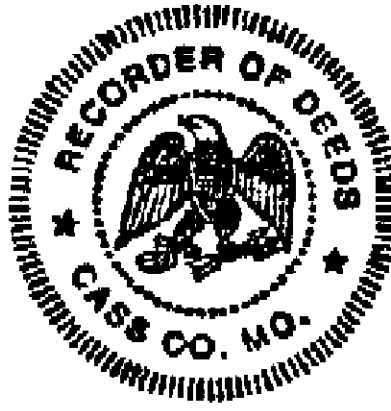




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MIKE MEDSKER, RECORDER OF DEEDS
CASS COUNTY, MISSOURI
SG

(Space above reserved for Recorder of Deeds certification)

Title of Document: Amendment to Declaration of Covenants, Conditions and Restrictions of Bradley's Crossing

Date of Document: January 21, 2015

Grantor(s): Sallee Real Estate Investments, LLC

Grantee(s): Sallee Real Estate Investments, LLC

Grantee(s) Mailing Address(es): 3730 NE Troon Drive
Lee's Summit, MO 64064

Legal Description: Lots 1 through 65, and Tracts "A", "B", "C" and "D", Bradley's Crossing – Phase I, a subdivision in City of Peculiar, Cass County, Missouri
Lots 1, 2 and 3 and Tracts "E", "F", "G" and "H", Bradley's Crossing Condominiums, a subdivision in City of Peculiar, Cass County, Missouri

Reference Book and Page(s): Book 03014 at Page 0104
Book 3849 at Page 374
Book 3851 at Page 322

After recording return to:

Douthit Frets Rouse Gentile & Rhodes, LLC
Stanley N. Woodworth, Esq.
5250 West 116th Place, Suite 400
Leawood, KS 66211

(If there is not sufficient space on this page for the information required, state the page reference where it is contained within the document.)

**AMENDMENT TO
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS OF BRADLEY'S CROSSING**

THIS AMENDMENT ("**Amendment**") is made and entered into as of January 21, 2015 by and among the person(s) who has executed this document in his or her capacity as owner of record of certain of the lots described below (collectively the "**Owners**") and Sallee Real Estate Investments, LLC, a Missouri limited liability company, as the current "**Declarant**" and developer of the real property described below (the "**Developer**").

WITNESSETH:

WHEREAS, the Developer is the current holder of the "**Declarant**" and "**Developer**" rights under the Declaration (defined below) with respect to the single family residential area in the City of Peculiar, Cass County, Missouri, commonly known as "Bradley's Crossing", pursuant to a document entitled Amended Bradley's Crossing Assignment of Declarant Rights recorded in the Office of the Director of Records of Cass County, Missouri (the "**Recording Office**") in Book 3851 at Page 322; and

WHEREAS, the Developer's predecessor in interest as "**Declarant**" previously executed a certain document entitled Declaration of Covenants, Conditions and Restrictions of Bradley's Crossing and caused such document to be recorded in the Recording Office in Book 03014 at Page 0104 (the "**Declaration**"); and

WHEREAS, the Declaration places certain covenants, restrictions and assessments upon the following described residential lots (the "**Lots**") and the following described common areas:

Lots 1 through 65, and Tracts "A", "B", "C" and "D", Bradley's Crossing – Phase I, a subdivision in City of Peculiar, Cass County, Missouri.

WHEREAS, the Owners and the Developer desire to amend the Declaration as provided herein;

NOW, THEREFORE, the parties hereto declare and agree as follows:

A. Capitalized terms used in this Amendment but not defined herein shall have the meanings set forth in the Declaration.

B. Section 1 of Article I of the Declaration is hereby amended to read as follows:

Section 1. "Association" shall mean and refer to Bradley's Crossing Residential Association, a Missouri non-profit corporation, and its successors and assigns.

C. The following sentence is hereby added to Section 3 of Article I of the Declaration:

The Common Area includes, without limitation, (i) Tracts "A", "B", "C", and "D", Bradley's Crossing – Phase I, a subdivision in City of Peculiar, Cass County, Missouri and (ii) Tracts "E", "F", "G" and "H", Bradley's Crossing Condominiums, a subdivision in City of Peculiar, Cass County, Missouri

D. Section 4 of Article I of the Declaration is hereby amended to read as follows:

Section 4. "Declarant" or "Developer" shall mean Sallee Real Estate Investments, LLC, a Missouri limited liability company, its successors and assigns, or an assignee to whom Developer or Declarant's rights are hereunder assigned by an instrument duly executed and acknowledged by Declarant/Developer and filed of record.

E. Section 5 of Article I of the Declaration is hereby amended to read as follows:

Section 5. "Lot" shall mean and refer to any platted residential lot within the Properties. The Multi-Family Residences shall be treated as Lots for certain (but not all) purposes of this Declaration.

F. Section 10 of Article I of the Declaration is hereby amended to read as follows:

Section 10. "Turnover Date" shall mean the earlier of (i) when all of the Lots (including potential Multi-Family Residences) have residences constructed thereon or (ii) the date the Declarant, in its sole and absolute discretion, selects as the turnover date for purposes of this Declaration.

G. Current Section 11 of Article I of the Declaration is hereby deleted from the Declaration and replaced with the following new Section 11 of Article I:

Section 11. "City Development Agreement" shall mean and refer to the Development Agreement dated November 18, 2014 between the City and the Declarant recorded on December 1, 2014 in the office of the Recorder of Deeds of Cass County, Missouri in Book 3849 at Page 374, as may be amended from time to time.

H. The following new Section 12 is hereby added to Article I of the Declaration:

Section 12. "Multi-Family Residences" shall mean those residential units that are hereafter constructed on any part of the real property now legally described as Lots 1, 2 and 3, Bradley's Crossing Condominiums, a subdivision in City of Peculiar, Cass County, Missouri. As each such residential unit is constructed and a certificate of occupancy (temporary or permanent) is issued

with respect thereto, such residential unit shall be entitled to use the Common Area, shall be obligated to pay assessments to the Association as provided in Article V of this Declaration, and the Owner thereof shall become a Class A member of the Association. The Multi-Family Residences shall not be subject to the building, use and occupancy restrictions and architectural control provisions of this Declaration.

- I. Article III of the Declaration is hereby amended to read as follows:

ARTICLE III
VOTING RIGHTS

The Association shall have two classes of voting membership:

Class A. Class A members shall be all those owners as defined in Article II, with the exception of the Declarant for those lots owned by the Declarant which are not then assessable under Article V. Class A members shall be entitled to one (1) vote for each lot in which they hold the interest required for membership by Article II. When more than one person holds such interest in any lot, all such persons shall be members and the vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any lot.

Class B. The Class B member shall be the Declarant. The Class B member shall be entitled to fifty (50) votes for each lot and potential Multi-Family Residence owned by the Class B member which is not then assessable under Article V. The Class B member shall be entitled to approve and exercise veto power in conjunction with all votes by the Association's members and all votes by the members of the Association's Board of Directors, so long as the Class B member holds ownership of any lot or potential Multi-Family Residence which is not then assessable under Article V. Except as otherwise provided herein, at all times prior to the Turnover Date, this Declaration may be amended, altered, or modified by an Amended Declaration signed by the Declarant, and after the Turnover Date by (a) the Class A and Class B members holding a majority of votes to be cast under this Declaration and (b) the Declarant if the Declarant owns any lots.

- J. The following sentence is hereby added at the end of Section 4 of Article IV of the Declaration:

The City of Peculiar, Missouri has agreed to pay part of the maintenance expenses of part of the Common Area for a limited period of time, as set forth in Section 2(d)3 of the City Development Agreement.

- K. Section 5 of Article IV of the Declaration is hereby deleted from the Declaration.

- L. Section 3 of Article V of the Declaration is hereby amended to read as follows:

Section 3. Basis of Annual Assessment.

(a) For the purpose of providing funds to enable the Association to exercise the powers, render the services and perform the duties provided for herein, all Lots (other than Lots prior to the issuance of a certificate of occupancy (permanent or temporary) shall be subject to an annual assessment to be paid to the Association by the respective Owners thereof as provided in this Article V. The amount of such annual assessment per assessable Lot shall be fixed periodically by the Board, subject to subsection (b) below, and, until further action of the Board, shall be \$120.00 per year.

(b) The rate of annual assessment upon each assessable Lot may be increased as to and for each calendar year:

(1) For each of years 2016 through 2019, by the Board from time to time, without a vote of the members, by up to 20% over the rate of annual assessment in effect for the preceding calendar year;

(2) After year 2019, by the Board from time to time, without a vote of the members, by up to 10% over the rate of annual assessment in effect for the preceding calendar year; or

(3) At any time by any amount by a vote of the members (being for this limited purpose solely the Class A members both prior to and after the Turnover Date) at a meeting of the members duly called and held for that purpose in accordance with the Bylaws when a majority of the Class A members present at such meeting (in person or by proxy or (if applicable) by absentee ballot) and entitled to vote thereon authorize such increase by a majority vote of such voting members.

Notwithstanding the foregoing limits on annual assessments, the Board, without a vote of the members, shall always have the power to set, and shall set, the rate of annual assessment at an amount that will permit the Association to perform its duties with respect to the Common Area.

(c) The annual assessments provided for herein shall be based upon the calendar year (commencing in 2015) and shall be due and payable on January 30th of each year; provided, however, that the first annual assessment for each Lot shall be due and payable only upon the issuance of a certificate of occupancy (temporary or permanent) for the

residence on the Lot. Notwithstanding any other provision of this Declaration to the contrary, no Lot or its Owner shall be entitled to receive any services or to use any Common Areas to be provided by and through the Association until such time as the first annual assessment has been paid with respect to such Lot.

M. Section 8 of Article V of the Declaration is hereby amended to read as follows:

Section 8. Exempt Property. The following property subject to this Declaration shall be exempt from the assessments created herein.

- (a) All properties dedicated to and accepted by a local public authority,
- (b) The Common Area; and
- (c) Each lot owned by Declarant or an affiliate of Declarant (except that such lot will lose its exempt status once a residence has been constructed thereon and a certificate of occupancy (temporary or permanent) has been issued with respect thereto).

N. The following new Section 19 is hereby added to Article V of the Declaration:

Section 10. Multi-Family Residences. The owner of each Multi-Family Residence (once a certificate of occupancy (temporary or permanent) is issued with respect thereto) shall become a Class A member of the Association and shall be obligated to pay assessments to the Association and otherwise be subject to this Article V as if such residential unit was a Lot described in this Declaration.

O. Clause (c) of Section 1 of Article VIII of the Declaration is hereby amended to read as follows:

- (c) Restriction on Further Subdivision and Rental Limitations. No Lot upon which a living unit has been constructed shall be further subdivided or separated into smaller lots by any owner. No residence or part thereof shall be rented or used for transient or hotel purposes, which are defined as: (i) rental of less than six months duration or under which occupants are provided customary hotel services such as room service for food and beverages, maid service, and similar services; or (ii) rental to roomers or boarders, (i.e., rental to one or more persons of a portion of a residence only). No lease may be of less than an entire residence. Each lease shall be in writing, shall require that the tenant and other occupants acknowledge the existence of this Declaration and agree to comply with all provisions of this Declaration, shall provide that the lease shall be subject in all respects to the provisions of this Declaration and to the rules

and regulations promulgated from time to time by the Board of Directors, and shall provide that the failure by the tenant to comply with the terms of this Declaration or such rules and regulations shall be a default under the lease. In the event a tenant fails to comply with the terms of this Declaration or such rules and regulations, the Owner shall, if so directed by the Board of Directors and to the extent permitted by law, terminate the lease and evict the tenant. Prior to the commencement of the term of a lease, the Owner shall notify the Board of Directors, in writing, of the name or names of the tenant or tenants and the time during which the lease term shall be in effect. Notwithstanding the existence of a lease, the Owner shall remain liable for all obligations under this Declaration with respect to the Lot and the improvements thereon and the use thereof and the Common Areas, and the Owner shall cause the rented property to be maintained to the same general condition and standards as then prevailing for the Owner-occupied residences in the Properties.

P. Pursuant to Article III and Section 3 of Article X of the Declaration, this Amendment shall become effective as an amendment of the Declaration and binding upon all of the Lots upon (a) the execution hereof by the owners of record of at least (75%) of the Lots, (b) the execution hereof by the Developer, and (c) the recordation hereof in the Recording Office.

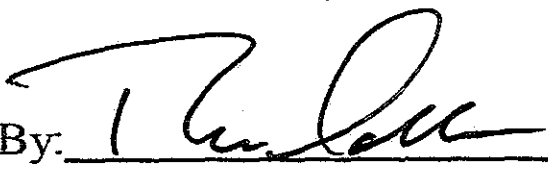
Q. The execution of this Amendment may occur in counterparts with only one copy of the main body hereof being recorded together with the various signature and acknowledgment pages from such counterparts.

[Remainder of page left blank intentionally. Signature pages follow.]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed.

THE DEVELOPER:

SALLEE REAL ESTATE
INVESTMENTS, LLC

By: 
Randall W. Sallee, Member

Date: January 23, 2015

ACKNOWLEDGEMENT

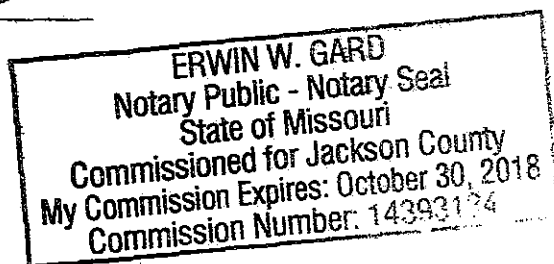
STATE OF MISSOURI)
) ss.
COUNTY OF Jackson)

On this 23rd day of January, 2015, before me, a Notary Public, appeared **Randall W. Sallee**, to me personally known, who, being by me duly sworn did say that he is a member of SALLEE REAL ESTATE INVESTMENTS, LLC, a Missouri limited liability company, and that said instrument was signed on behalf of said company by authorization of its members, and said **Randall W. Sallee** acknowledged said instrument to be the free act and deed of said company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

My Commission Expires:

10/30/18
[SEAL]




Notary Public in and for said County and
State

Print Name: Erwin W Gard

EXECUTION PAGE FOR LOT OWNER

Lots owned in Bradley's Crossing – Phase I, City of Peculiar, Cass County, Missouri.

Lots 1 through 17 and 32 through 65

Property owned in Bradley's Crossing Condominiums, City of Peculiar, Cass County, Missouri.

Lots 1, 2 and 3

The undersigned Owner hereby approves and consents to the foregoing Amendment to Declaration of Covenants, Conditions and Restrictions of Bradley's Crossing.

Date: January 23, 2015

SALLEE REAL ESTATE
INVESTMENTS, LLC

By: 
Randall W. Sallee, Member

ACKNOWLEDGEMENT

STATE OF MISSOURI)
) ss.
COUNTY OF Jackson)

On this 23rd day of January, 2015, before me, a Notary Public, appeared **Randall W. Sallee**, to me personally known, who, being by me duly sworn did say that he is a member of SALLEE REAL ESTATE INVESTMENTS, LLC, a Missouri limited liability company, and that said instrument was signed on behalf of said company by authorization of its members, and said **Randall W. Sallee** acknowledged said instrument to be the free act and deed of said company.

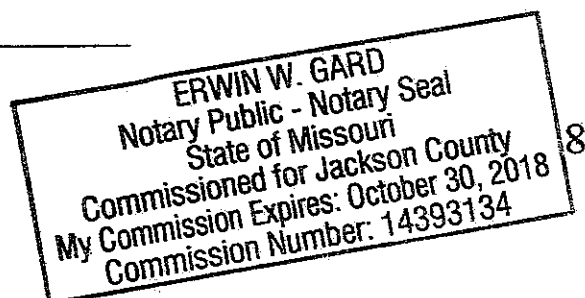
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

My Commission Expires:

10/30/18

[SEAL]

478655.DOCX;1




Notary Public in and for said County and State

Print Name: Erwin W GARD

CONSENT OF CITY

The City of Peculiar, Missouri hereby consents to the foregoing Amendment to Declaration of Covenants, Conditions and Restrictions of Bradley's Crossing, which prior consent is required by Section 4 of Article IV of the Declaration. The City further acknowledges and agrees that this Amendment to Declaration is consistent with the Development Agreement dated November 18, 2014 between the City and the Declarant recorded with the Recording Office in Book 3849 at Page 374.

Dated: Feb. 2, 2015.

CITY:

CITY OF PECULIAR, MISSOURI

By: Holly J. Stark

Name: Holly J. Stark

Title: Mayor

ATTEST:

By: Janet Burlingame

Name: Janet Burlingame

Title: City Clerk

APPROVED AS TO FORM:

Reid Holbrook

Reid Holbrook, City Attorney

STATE OF MISSOURI)

) ss.

COUNTY OF CASS)

BE IT REMEMBERED, that on this 2 day of February, 2015, before me the undersigned, a Notary Public in and for the County and State aforesaid, came **Holly J. Stark**, the Mayor, **Janet Burlingame**, City Clerk and **Reid Holbrook**, the City Attorney, respectively, for the City of Peculiar, Missouri, a City duly incorporated and existing under and by virtue of the laws of the State of Missouri, who are personally known to me to be the same persons who executed, as such officials, the within instrument on behalf of and with the authority of said City, and such persons duly acknowledged the execution of the same to be the act and deed of said City.

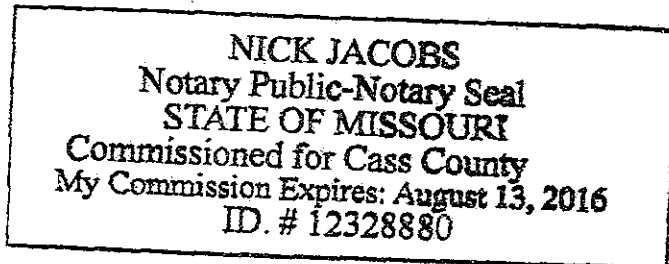
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

My Commission Expires:

8-13-16

[SEAL]

478655.DOCX;1



Nick Jacobs

Notary Public in and for said County and State

Print Name: Nick Jacobs