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Mike Medsker
Recorder of Deeds

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

Date of Document: AUGUST 26
July, 2025

Grantor: Sallee Real Estate Investments, LLC

Grantee: Sallee Real Estate Investments, LLC

Grantee's Mailing Address: 200 NE Missouri Road, Suite 304
Lee's Summit, Missouri 64086

Legal Description: See Exhibit A hereto

Reference Book and Pages: Book 03014 at Page 0104
Book 3851 at Page 322
Book 3865 at Page 722
Book 3979 at Page 800
Book 5034 at Page 102

After recording return to:

Woodworth Snow, LLC
Neal H. Woodworth, Esq.
7200 West 132nd Street, Suite 320
Overland Park, Kansas 66213

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

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

THIS THIRD AMENDMENT to Declaration of Covenants, Conditions and Restrictions of Bradley's Crossing ("Third Amendment") is made and entered into as of August 26, 2025 by Sallee Real Estate Investments, LLC, a Missouri limited liability company, as the current "Declarant" and developer of the real property described below (the "Developer" or the "Declarant").

WITNESSETH:

WHEREAS, the Developer is the current holder of the "Declarant" and "Developer" rights under the Declaration (defined below) with respect to the 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, which such Declaration was subsequently amended by that certain Amendment to Declaration of Covenants, Conditions and Restrictions of Bradley's Crossing recorded in the Recording Office in Book 3865, at Page 722 (the "First Amendment"), that certain Second Amendment to Declaration of Covenants, Conditions and Restrictions of Bradley's Crossing recorded in the Recording Office in Book 3979, at Page 800 (the "Second Amendment"), and that certain Declaration of Covenants, Conditions and Restrictions of Bradley's Crossing – Additional Phases (2nd Phase and 4th Phase) recorded in the Recording Office in Book 5034, at Page 102 (the "Additional Phases Amendment", and collectively, as amended, 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 now legally described as follows:

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 66 through 79 and Tracts K, L, and M, Bradley's Crossing – Phase 4, a subdivision in the City of Peculiar, Cass County, Missouri

Lots 80 through 97 and Tract J, Bradley's Crossing – Phase 2, a subdivision in the City of Peculiar, Cass County Missouri

Lot 1 and Tracts "G" and "H", Bradley's Crossing Condominiums, a subdivision in City of Peculiar, Cass County, Missouri

Lots 114 through 129, and Tracts "E" and "F", Bradley's Crossing, Lots 114 thru 129 and Tracts "E" and "F", a subdivision in City of Peculiar, Cass County, Missouri

WHEREAS, the Developer desires to further amend the Declaration as provided herein;

{LR: 00926204-2 }

4935-5501-3719, v. 1

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E-RECORDED
ID: BK: 5211 pg: 21
CO., ST: Cass, Missouri
DATE: 9-4-2025 TIME: 11:55 am

When recorded return to: W. Bennett
First American Title Insurance Co. - NCS
1100 Main Street #1900
Kansas City, MO 64105
File No. NCS- 1258326

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

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

B. The following new Section 13 is hereby added to Article I of the Declaration:

Section 13. "Multi-Family Lot" means any area of land with respect to each of (i) Lot 1, Bradley's Crossing Condominiums, a subdivision in City of Peculiar, Cass County, Missouri, and (ii) Lots 114 through 129, Bradley's Crossing, Lots 114 thru 129 and Tracts "E" and "F", a subdivision in City of Peculiar, Cass County, Missouri.

C. The following new Section 14 is hereby added to Article I of the Declaration:

Section 14. "Single-Family Lot" shall mean each of: Lots 1 through 65 of Bradley's Crossing – Phase 1, a Subdivision in City of Peculiar, Cass County, Missouri; Lots 66 through 79 of Bradley's Crossing – Phase 4, a subdivision in the City of Peculiar, Cass County, Missouri; and lots 80 through 97 of Bradley's Crossing – Phase 2, a subdivision in the City of Peculiar, Cass County, Missouri.

D. The final sentence of Article III of the Declaration is hereby deleted in its entirety and replaced with the following:

This Declaration may be amended, altered, or modified by the Declarant prior to the Turnover Date as further specified in Article X.

E. Section (h)(16) of Article VIII of the Declaration is hereby deleted in its entirety and replaced with the following:

(16) Fences in Bradley's Crossing shall be built of cedar wood material or other material approved by Declarant or under Association guidelines, which shall consist of either cedar slats, black aluminum, black steel, or black wrought iron, five (5) feet in height or equivalent, and shall conform to the common standard and guideline approved and published by the Class B member, so long as said member is active, and thereafter by the Association's Board of Directors. Such approval shall be based upon standards of general appearance and the necessity of preserving all walkway easements of record. Notwithstanding anything in this Declaration to the contrary, the construction, erection, or replacement of fences located or to be located on any Multi-Family Lot shall not require the approval of the Association.

F. The following sentence is hereby added to Section 1(e) of Article VIII of the Declaration:

Notwithstanding anything in this Declaration to the contrary, subject to obtaining all appropriate governmental approvals, Declarant has the right to install (i) up to two (2) monument signs each not more than six (6) feet high and ten (10) feet wide, and (ii) up to four (4) directional signs each not more than three (3) feet high and three (3) feet wide. The contents of the signage will be reserved for Declarant only for marketing, directional and related purposes. Such signs may be installed either on Multi-Family Lots that are owned by Declarant or its affiliate at the time of installation or on Common Area. The costs of construction, erection, and maintenance of such signage shall be the sole responsibility of Declarant.

G. The last two sentences of Section 3 of Article X of the Declaration are hereby deleted in their entirety and replaced with the following new provisions to Section 3 of Article X:

Section 3. Amendment. At any time prior to the Turnover Date, the provisions of this Declaration may only be amended, modified or terminated, in whole or in part, by a duly acknowledged and recorded written instrument executed by the Declarant. After the Turnover Date, this Declaration may only be amended, modified or terminated, in whole or in part, by a duly acknowledged and recorded written instrument executed by the Association after the proposed amendment, modification or termination has been (i) first approved by the affirmative vote of 60% or more of the full number of directors on the Board of Directors of the Association and (ii) at a duly held meeting of the members of the Association (called in whole or in part for that purpose) at which a quorum of the Owners of the Single Family Lots is present and a quorum of the Owners of the Multi-Family Lots are present and such proposed amendment, modification or termination is then approved by the affirmative vote of Owners owning at least 60% of the Single Family Lots and Owners owning at least 60% of the Multi-Family Lots. Notwithstanding the foregoing, no amendment adopted under this Section 3 may either (i) remove, revoke or modify any right or privilege of Declarant under this Declaration at any time without the written consent of Declarant, or (ii) materially and adversely impact the rights or obligations of only a particular Owner or only a particular Lot (or disproportionately impacts an Owner or Lot in a material and adverse manner) unless the affected Owner consents to such amendment in writing.

H. Pursuant to Article III of the Declaration, this Third Amendment shall become effective as an amendment of the Declaration and binding upon all of the Lots upon (a) the execution hereof by the Declarant, and (b) the recordation hereof in the Recording Office.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the party below has caused this Third Amendment to be duly executed.

DEVELOPER/DECLARANT:

SALLEE REAL ESTATE INVESTMENTS LLC

By: [Signature]
R. Tyler Sallee, President

Date: ~~July~~ AUGUST 26 2025

ACKNOWLEDGEMENT

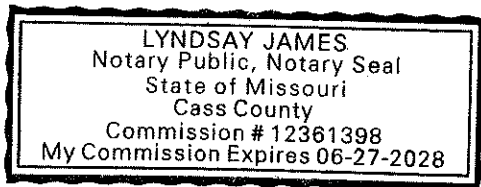
STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

On this 26 day of August, 2025, before me, a Notary Public, appeared **R. Tyler Sallee**, to me personally known, who, being by me duly sworn did say that he is the President 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 **R. Tyler 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:

6-27-28
[SEAL]



[Signature]
Notary Public in and for said County and State

Print Name: Lyndsay James

EXHIBIT A – 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

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