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INSTRUMENT NUMBER
2022E0047699

Title of Document: **FOURTH SUPPLEMENT TO THE AMENDED
AND RESTATED DECLARATION OF
PROTECTIVE COVENANTS OF SUMMIT
VIEW FARMS AND DECLARATION OF
SUMMIT VIEW FARMS HOMEOWNERS
ASSOCIATION**

Date of Document: May 18, 2022

Grantor Name: Summit View Farms Development Group, LLC,
a Missouri Limited Liability Company

Grantee Name: Summit View Farms Development Group, LLC,
a Missouri Limited Liability Company

Grantee Address: 13450 E State Route 150, Kansas City, MO 64149

Legal Description of Property: Summit View Farms Amended 1st Plat, Lots 1 thru
50 and Tracts A thru E; Summit View Farms 3rd
Plat, a subdivision being a replat of a Summit View
Farms Amended 1st Plat Tract D and Tract E and
Lots 51 through 74 and Tract C; Summit View
Farms 4th Plat, a subdivision being a replat of
Summit View Farms Amended 1st Plat Tract C and
Lots 75 through 120 and Tract D

Related Documents:
2017E0048628, 2017E0048629, 2018E0018730, 2018E0033863, 2018E003864, 2019E0101753,
2022E0007489

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**FOURTH SUPPLEMENT TO THE
AMENDED AND RESTATED DECLARATION OF PROTECTIVE COVENANTS
OF
SUMMIT VIEW FARMS
AND
DECLARATION
OF
SUMMIT VIEW FARMS HOMEOWNERS ASSOCIATION**

WHEREAS, SUMMIT VIEW FARMS DEVELOPMENT GROUP, LLC, a Missouri Limited Liability Company ("Developer" or "Declarant"), The Developer has executed that certain subdivision plat entitled "SUMMIT VIEW FARMS AMENDED 1st Plat, Lots 1 thru 50 and Tracts A thru E" dated May 5, 2017 and recorded as Instrument No. 2017E0048627, according to the recorded plat thereof, as amended by that certain subdivision plat entitled "SUMMIT VIEW FARMS 3RD PLAT, a subdivision being a replat of a Summit View Farms Amended 1st Plat Tract D and Tract E and Lots 51 through 74 and Tract C" dated November 19, 2019 and recorded as Instrument No. 2019E0101752, according to the recorded plat thereof, as amended by that certain subdivision plat entitled "SUMMIT VIEW FARMS 4TH PLAT, a subdivision being a replat of Summit View Farms Amended 1st Plat Tract C and Lots 75 through 120 and Tract D" dated January 5, 2022 and recorded as Instrument No. 2022E0006745, according to the recorded plat thereof; and

WHEREAS, Developer has executed that certain Declaration of Protective Covenants of Summit View Farms, dated May 31, 2017 and recorded as Instrument No. 2017E0048628 (the "First Declaration"), which was amended and supplemented by the Amendment to the Declaration of Protective Covenants of Summit View Farms and Declaration of Summit View Farms Property Owners Association, dated May 31, 2017 and recorded as Instrument No. 2017E0048629, and by the Amendment to (1) the Declaration of Protective Covenants of Summit View Farms and (2) the Amendment to the Declaration of Summit View Farms and Declaration of Summit View Farms Property Owners Association, dated March 1, 2018 and recorded as Instrument No. 2018E0018730, as amended by the Amended and Restated Declaration of Protective Covenants of Summit View Farms and Declaration of Summit View Farms Homeowners Association dated April 20, 2018 and recorded as Instrument No. 2018E0033863 (the "Amended Declaration"), as supplemented by the First Supplement to the Declaration of Protective Covenants of Summit View Farms dated April 20, 2018 and recorded as Instrument No. 2018E0033864, as supplemented by the Second Supplement to the Declaration of Protective Covenants of Summit View Farms dated December 10, 2019 and recorded as Instrument No. 2019E0101753 (the "Second Supplement"), as supplemented by the Third Supplement to the Declaration of Protective Covenants of Summit View Farms dated January 1, 2022 and recorded as Instrument No. 2022E0007489 (collectively the "Covenants"); and

WHEREAS, pursuant to Section 33 of the First Declaration, and Article XII, Section 15(b) of the Amended Declaration and the Second Supplement, Developer has the unilateral right, power and authority to modify and amend the Covenants if the City requires such action as the condition to approval by the City of some matter relating to the development of the subdivision; and

WHEREAS, Declarant will or has constructed certain improvements to the stormwater collection system for the Subdivision which consist of hydrodynamic stormwater separators and associated apparatus and improvements to the pipes and stormwater collection system association with their operation (the "**Hydrodynamic Stormwater Improvements**") which will require the City of Lee's Summit, Missouri (the "**City**") to access the stormwater system for the purpose of maintaining and cleaning such improvements on a regular periodic basis, which is expected to occur on a bi-annual or more frequent basis, and the City will incur costs for the service of the such improvements; and

WHEREAS, Declarant now desires to amend the Covenants to add a new Section 11 to Article V of the Amended Declaration and the Second Supplement, which allows the City to charge the maintenance costs for the Hydrodynamic Stormwater Improvements as an assessment which is imposed by the Association (as defined in the Covenants) proportionally against all properties in the subdivision, for the purpose of providing a source of funds to clean and maintain the Hydrodynamic Stormwater Improvements for the benefit all property owners and residents in the Development.

NOW, THEREFORE, in consideration of the premises, Declarant for itself, its successors and assigns, and its future grantees, does hereby declare that the Covenants are amended to add the following Section 11 to Article V of the Amended Declaration and the Second Supplement:

Section 11. Assessments for the Hydrodynamic Stormwater Improvements. The following provisions shall be applicable to the Hydrodynamic Stormwater Improvements:

(a) The Hydrodynamic Stormwater Improvements are expected to be maintained by the City, which is expected to consist of the City accessing such improvements on a bi-annual or other periodic basis for the purpose of cleaning and maintaining such improvements.

(b) The Lot Owners within the development shall be liable for the costs of maintenance of the Hydrodynamic Stormwater Improvements that are incurred by the City. The City shall certify all costs and charges for maintenance and upkeep of the Hydrodynamic Stormwater Improvements to the Association, and such costs shall be assessed proportionally against the individual lots and Lot Owners within the Development in an equal amount per individual lot or Lot Owner. The Association shall be responsible for collecting such payments from the Lot Owners pursuant to the requirements of this Declaration and remitting payment to the City.

(c) In the event that such charges are not collected or paid as set forth in this Section 11, the Director of Public Works of the City shall certify all costs, including enforcement costs and expenses of staff time incurred in the remediation of the deficiency, to the City's Director of Finance who shall cause a special tax bill therefore, or add the costs thereof to the annual real estate tax bill, at the Finance Director's option, proportionally against the individual lots and lot owners within the development, in an equal amount per individual lot or lot owner, that the amount caused by the Finance Director to be assessed annually by tax bill shall not exceed five percent (5%) of assessed valuation per individual lot or lot owner, that the tax bill from the date of its issuance shall

be a first lien on the property until paid and shall be prima facie evidence of the recitals therein and of its validity and no mere clerical error or informality in the same, or in the proceedings leading up to the issuance shall be a defense thereto, that each special tax bill shall be issued by the City Clerk and delivered to the City Finance Director on or before the first day of June of each year, and that such tax bill, if not paid when due, shall bear interest at the rate of eight percent.

(d) The City is a third-party beneficiary of all provisions pertaining to the assessment of costs for maintenance of the Hydrodynamic Stormwater Improvements, and this Section 11 shall not be modified or amended without the written consent of the City.

(e) As a third-party beneficiary, the City may proceed to exercise any procedures and remedies as set forth in Article IV, Division IV (Common Property) of the Unified Development Ordinance of the City, as such provisions may be amended from time to time.

IN WITNESS WHEREOF, the undersigned have hereunto caused this Declaration to be signed in its behalf by its Administrative Member, thereunto duly authorized to do so, on this the 18 day of May, 2022.

SUMMIT VIEW FARMS DEVELOPMENT GROUP, LLC

By [Signature]
William P. Kenney, its Administrative Member

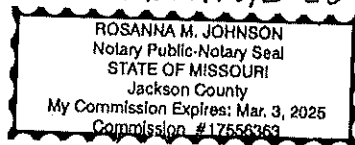
STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

On this the 18 day of May, 2022, before me personally appeared William P. Kenney, Administrative Member of Summit View Farms Development Group, LLC, to me known to be the person described therein, and who executed the foregoing Fourth Supplement to the Amended and Restated Declaration of Protective Covenants of Summit View Farms and Declaration of Summit View Farms Homeowners Association on behalf of said corporation, with full authority to do so, and he acknowledged that he executed the same as the free act and deed of said corporation.

In testimony whereof, I have hereunto set my hand and affixed my official seal in the county and state aforesaid, the day and year first above written.

My commission expires:

March 3, 2025



[Signature]
Notary Public