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*(Space above reserved for Recorder of Deeds certification)*

***Title of Document:*** The Vineyards Declaration of Covenants, Conditions and Restrictions for Napa Valley – Declaration of Annexation For Additional Phase (5th Plat)

***Date of Document:*** September \_\_\_\_, 2022

***Grantor(s):*** Choyce, LLC

***Grantee(s):*** Choyce, LLC

***Grantee(s) Mailing Address(es):*** P.O. Box 847  
Lee's Summit, MO 64063

***Legal Description:*** Lots 166 through 196 and Tract O, NAPA VALLEY – 5th Plat, Lots 166 thru 196 and Tract O, a subdivision in City of Lee's Summit, Jackson County, Missouri.

***Reference Book and Page(s):*** 2005I0061937

***After recording return to:***

***Woodworth Law Firm, LLC  
Attn: Stanley N. Woodworth, Esq.  
7400 West 132<sup>nd</sup> Street, Suite 180  
Overland Park, KS 66213***

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

**THE VINEYARDS  
DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS FOR NAPA VALLEY -  
DECLARATION OF ANNEXATION FOR ADDITIONAL PHASE  
(5th Plat)**

THIS DECLARATION is made as of the \_\_\_\_ day of September, 2022, by CHOYCE, LLC, a Missouri limited liability company (the “**Developer**”)

WITNESSETH:

WHEREAS, the Developer has executed and filed with the Office of the Recorder of Deeds of Jackson County, Missouri (the “**Recording Office**”), an additional plat of the area known as “Napa Valley”; and

WHEREAS, such plat adds the following real properties to the portion of the area commonly referred to as The Vineyards (the “**Annexation Property**”):

Lots 166 through 196 and Tract O, NAPA VALLEY – 5th Plat,  
Lots 166 thru 196 and Tract O, a subdivision in City of Lee’s  
Summit, Jackson County, Missouri.

WHEREAS, the Developer, as the owner of the Annexation Property, and Developer, as the current holder of the “Developer” rights, desire to subject the Annexation Property to the covenants, restrictions, easements, assessments and other provisions contained in that certain Sonoma Point Declaration of Covenants, Conditions and Restrictions for Napa Valley, executed by the Developer’s predecessor in interest and filed with the Recording Office as Instrument No. 2005I0061937 (the “**Original Declaration**”);

NOW, THEREFORE, in consideration of the premises, the Developer, for itself and for its successors and assigns, and for its future grantees, hereby agrees and declares that all of the Annexation Property shall be, and hereby is, subject to the covenants, restrictions, easements, assessments, and other provisions set forth in the Original Declaration, except as expressly provided below. As contemplated in Article II of the Original Declaration, this instrument shall have the effect of subjecting the Annexation Property to all of the provisions of the Original Declaration as though the Annexation Property had been originally described therein and subject to the provisions thereof, except as expressly provided below.

- A. Notwithstanding the provisions of Section D of Article VIII of the Original Declaration, subject to the imposition of alternate square footage requirements as may be established on selected Lots due to location and orientation, the minimum square footage enclosed floor areas for the Lots within the Annexation Property shall be as follows:

**NAPA VALLEY, 3<sup>rd</sup> PLAT**

**LOTS 116-146**

Single Level Above Ground (ranch)  
Reverse One and One-Half Story

1,600 sq. ft.  
1,600 sq. ft. on main floor with  
minimum total of 2,300 sq. ft.  
finished

One and One-Half Story  
Two Story

2,500 sq. ft.  
2,500 sq. ft.

- B. The only type of fence that will be allowed on Lots in the Annexation Property will be black wrought iron (or metal) fences not to exceed four (4) feet in height. All fencing must be pre-approved by the ARC before installation. No chain link or wood fences shall be permitted on any Lot.

Tract O above is a "Common Property" under the Declaration.

IN WITNESS WHEREOF, the Developer has caused this Declaration to be duly executed the day and year first above written.

CHOYCE, LLC

By: \_\_\_\_\_  
Kevin Higdon, Manager

STATE OF MISSOURI     )  
  ) ss.  
COUNTY OF JACKSON    )

On this \_\_\_\_\_ day of September, 2022, before me, a Notary Public, appeared **Kevin Higdon** to me personally known, who, being by me duly sworn did say that he is Manager of CHOYCE, LLC, a Missouri limited liability company, and that said instrument was signed on behalf of said limited liability company by authorization of its Manager and members, and said **Kevin Higdon** acknowledged said instrument to be the free act and deed of said limited liability 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:

\_\_\_\_\_  
Signature of Notary Public in and for said  
County and State

Print Name: \_\_\_\_\_

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[SEAL]