
(Space above reserved for Recorder of Deeds certification)

Title of Document: The Woods III of Chapel Ridge (a/k/a The Townhomes of Chapel Ridge) Declaration of Covenants, Conditions and Restrictions – 3rd Plat

Date of Document: May _____, 2025

Grantor(s): Choyce, LLC

Grantee(s): Choyce, LLC

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

Legal Description: THE TOWNHOMES OF CHAPEL RIDGE-3RD PLAT
Lots 20-42 & TRACTS E-I, Section 8, Township 48
North, Range 31 West, Lee's Summit, Jackson County,
Missouri

Reference Instrument No.: N/A

After recording return to:

Woodworth Snow, LLC
Stanley N. Woodworth, Esq.
7200 West 132nd Street, Suite 320
Overland Park, KS 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.)

**The Woods III of Chapel Ridge
(a/k/a The Townhomes of Chapel Ridge)
Declaration of Covenants,
Conditions and Restrictions – 3RD PLAT**

THIS DECLARATION is made effective May _____, 2025, by CHOYCE, LLC, a Missouri limited liability company, hereinafter referred to as “**Declarant**”.

WITNESSETH:

WHEREAS, Declarant is the present owner of that certain tract of land located in Jackson Country, City of Lee’s Summit, Missouri, platted as the TOWNHOMES OF CHAPEL RIDGE, more particularly described as follows:

THE TOWNHOMES OF CHAPEL RIDGE - 3RD PLAT Lots
20-42 & TRACTS E-I, Section 8, Township 48 North, Range 31
West, Lee’s Summit, Jackson County, Missouri

This land is hereinafter referred to as “**The Woods III of Chapel Ridge**” or “**The Woods III**”; and

WHEREAS, the Declarant desires to provide for the preservation and enhancement of the property values, amenities and opportunities in a planned community to be developed on the aforescribed property and for the maintenance of the properties and improvements thereon and, to this end, desires to subject the real property hereafter be made thereto, to the covenants, conditions, easements, restrictions, charges and liens hereafter set forth, each and all of which is and are for the benefit of said property and each thereof; and

WHEREAS, there is presently in existence a corporate entity known as the Lakewood Property Owners Association, Inc., to which has been delegated and assigned certain powers for the maintenance, preservation and control of, and to promote the health, safety and welfare of the residents in the environment within an area known as “Lakewood” which area would include “The Woods III of Chapel Ridge”; and

WHEREAS, Declarant has deemed it desirable for the efficient preservation of the environment, values and amenities of The Woods III, to provide that all future owners of lots or units in The Woods III shall come within the jurisdiction of the Lakewood Property Owners Association, Inc., subject to the payment of assessments as set forth in this Declaration as well as to such other conditions or provisions as are set forth in the Articles of Incorporation and Bylaws of the Lakewood Property Owners Associations, Inc., as now in existence or as those documents may hereafter be amended;

NOW, THEREFORE, Declarant declares that the real property heretofore described, and such additions thereto as may hereafter be made, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth.

ARTICLE 1
Definitions

This instrument shall hereafter, for convenience and for purposes of brevity and clarity, be defined as the “Declaration” and shall be provided to each Lot Owners at the time

of purchase of a Lot. For purpose of brevity, certain words, phrases and terms used in this declaration are defined as follows:

Section 1. “**Articles of Incorporation**” shall mean and refer to the articles of incorporation of Lakewood Property Owners Association, Inc., a Missouri not-for-profit corporation, as amended from time to time.

Section 2. “**Association**” shall mean and refer to the Lakewood Property Owners Association, Inc., a not-for-profit corporation of the State of Missouri, its successors and assigns. The Association has the power and the duty to collect and disburse maintenance and parcel assessments as herein described. “Parcel” shall mean and refer to the Chapel Ridge Homeowners Parcel Committee.

Section 3. “**Board**” shall mean and refer to the Board of Directors of the Lakewood Property Owners Association, Inc.

Section 4. “**Builder**” or “**Builders**” shall mean a residential construction contractor, whether an individual, partnership or corporation, designated by Declarant as a builder of residences within the properties, but only while serving in such capacity as to any Lot upon which such residential construction is in progress.

Section 5. “**Bylaws**” shall mean and refer to the Bylaws of Lakewood Property Owners Association, Inc., as amended from time to time.

Section 6. “**Common Areas**” shall mean and refer to all real property owned by the Association in the Development for the common use and enjoyment of members of the Development.

Section 7. “**Common Elements**” shall mean and refer to that part of the Properties owned by the Association for the exclusive use and enjoyment of the Owners of the Units or Single-Family Dwellings and their guests located within the Properties the location of which is to be depicted upon plats or surveys filed in accordance with Article III of this Declaration.

Section 8. “**Declarant**” shall mean and refer to Choyce, LLC, a Missouri limited liability company, its successors or assigns under Section 9 of Articles XI of this Declaration.

Section 9. “**Declaration**” shall mean this instrument.

Section 10. “**Development**” shall mean all of the land known as The Woods III of Chapel Ridge 3rd Plat which is more particularly described on Exhibit “A” to this instrument and any future phases planned to be annexed with the approval of the City of Lee’s Summit.

Section 11. “**Lot**” shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Areas and reserves.

Section 12. “**Member**” shall mean a person who becomes a member of the Association by reason of this Declaration.

Section 13. “**Members**” mean all of the members of the Association by reason of this Declaration.

Section 14. “**Multi-family Residential Structure**” shall mean a residential structure consisting of two (2) or more Units separated by common party walls and commonly referred to as “townhomes”.

Section 15. “**Owner**” shall mean and refer to the record owner, whether one or more

persons and/or entities, of a fee simple title to any of the Lots, Units, Single-Family Dwellings or tracts subject hereto.

Section 16. **“Parcel Committee”** shall mean (i) prior to the Turnover Date, the Declarant (or its designees from time to time) and (III) on and after the Turnover Date, a committee appointed by the Association, comprised of at least five (5) Members of the Association (all of whom are Lot Owners in The Woods III of Chapel Ridge and shall be appointed by and serve at the pleasure of the Board, subject to the term limitations and other provisions stated herein).

Section 17. **“Person”** means a natural individual, corporation, partnership, company, trustee or other legal entity capable of holding title to real property.

Section 19. **“Properties”** shall mean and refer to that certain real property known as The Woods III of Chapel Ridge 3rd Plat described above and such additions thereto as may be hereafter made subject to this Declaration.

Section 20. **“Record”** means to be recorded in the Office of the Recorder of Deeds of Jackson Country, Missouri, wherein the property is located.

Section 21. **“Single-Family Dwelling”** shall mean a single-family dwelling that is not within a Multi-Family Residential Structure. The Single-Family Dwellings will be on Lots 20-26.

Section 22. **“Turnover Date”** shall mean the earlier of (i) the date that Declarant no longer owns any Lot(s) in The Woods III of Chapel Ridge or (ii) such earlier date as Declarant voluntarily turns over its rights and powers to the Association.

Section 23. **“Unit”** shall mean an individual single-family dwelling located in a Multi-family Residential Structure upon a Lot or Lots within the Properties.

ARTICLE II

General Land Use

Except as provided for herein, all Units and Single-Family Dwellings on Lots in The Woods III of Chapel Ridge are hereby designated to be used for Single-Family residential purposes only. In connection with the future platting of The Woods III of Chapel Ridge, Declarant may designate therein certain areas as Common Elements for the exclusive use and enjoyment of Owners. Therefore, in addition to rights granted to Declarant by Article XI, Sections 3 and 6, and notwithstanding any other provisions of this Declaration to the contrary, Declarant reserves the right at any future time to file of Record plats of certificates of survey of The Woods III of Chapel Ridge designating thereon Lots or other areas as Common Elements. Upon filing of such plats or surveys, the use, enjoyment, maintenance and control of the Common Elements shown thereon shall be governed by the terms of this Declaration.

ARTICLE III

Membership and Voting Rights

The Declarant shall not have any voting rights for any property in The Woods III of Chapel Ridge nor shall it be considered a member of the Association solely by reason of its ownership of Lots, Units, Single-Family Dwellings or undeveloped acreage in The Woods III of Chapel Ridge. The Declarant will maintain complete control and management of all unsold Lots and undeveloped acreage in The Woods III of Chapel Ridge and except for parcel assessments as provided in Article VI, Section 4, it shall not be subject to assessment dues

thereon. At the time of closing of a sale by Declarant on a developed Lot, Unit or Single-Family Dwelling in The Woods III of Chapel Ridge, and not before, said Lot, Unit or Single-Family Dwelling shall automatically be deemed annexed into and will come within the jurisdiction of the Association and each Owner thereof shall be subject to the assessments as provided in Articles V and VI of this Declaration. Upon being annexed into the jurisdiction of the Association, every Owner of a Lot, Unit or Single-Family Dwelling in the Properties which is subject to assessment shall become a Member of the Association (as the rights and obligations of such a Member are set out in the Articles of Incorporation and the Bylaws of the Association) and shall be subject to the Association's Articles of Incorporation and Bylaws, as now in existence or hereafter amended. When more than one Person holding an interest in any Lot, Unit or Single-Family Dwelling, all such Persons shall be Members. The vote of such Lot, Unit or Single-Family Dwelling shall be exercised as they, among themselves, determine. Membership shall be appurtenant to and may not be separated from ownership of any Lot, Unit or Single-Family Dwelling which is subject to assessment. The foregoing is not intended to include Persons or entities who hold an interest merely as security for the performance of an obligation.

ARTICLE IV **Property Rights**

Section 1. Member's Easement of Enjoyment. All Members of the Association shall have the right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, Unit or Single-Family Dwelling subject to following provisions:

- a) The right of the Association to charge reasonable admission and other fees for the use of any recreational facilities situated upon the Common Area.
- b) The right of the Association to suspend the voting rights and the right to use the recreational facility by an Owner for any period during which any assessments against his Lot, Unit or Single-Family Dwelling remain unpaid, and for a period not to exceed sixty (60) days for each infraction of its published rules and regulations.
- c) The right of the Association to dedicate and transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Members and further subject to the rights of mortgagees as contained in the Bylaws.
- d) The right of the Association to collect and disburse those funds as set forth in Articles V and VI below.

Section 2. Delegation of Use. Any Owner may delegate in accordance with the Bylaws his right of enjoyment to the Common Area and facilities to the members of his/her family, his/her tenants or contract purchases who reside on the property and, subject to the policies and rules which may hereinafter be adopted by the Association, his/her guests.

Section 3. Title to the Common Areas and Common Elements. The Declarant hereby covenants for itself, its successors and assigns, that it will convey the fee simple title to the Common Areas and Common Elements located within The Woods III of Chapel Ridge to the Association, free and clear of any encumbrances and liens, but subject to easements and rights

created by this or similar instruments, upon demand by the Board of Directors of the Association, or at such earlier time as the Declarant may wish to make such conveyance.

Section 4. Damage or Destruction of Common Area by Owner. In the event any Common Area or Common Elements are damaged or destroyed by an Owner or any of his guests, tenants, licensees, agents or members of his family, such Owner does hereby authorize the Association to repair such damaged area; the Association shall repair such damaged area in a good workmanlike manner in conformance with the original plans and specifications of the area involved, or as the area may have been modified or altered subsequently by the Association in the discretion of the Association. The amount necessary for such repairs shall become a special assessment upon the Lot, Unit or Single-Family Dwelling or other land of said Owner, shall be a lien upon the Lot, Unit or Single-Family Dwelling or other land of said Owner, and be enforceable as other assessments under Article V.

ARTICLE V

Covenant for Maintenance Assessment for Common Area

Section 1. Maintenance Assessments. Each Lot, Unit or Single-Family Dwelling owned within the Properties and annexed into the Association shall be subject to and each Owner of any Lot, Unit or Single-Family Dwelling by acceptance of a deed thereof, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association the following:

- a) annual assessments or charges to be established and collected as hereinafter provided
- b) special assessments for capital improvements, and
- c) special assessments for damage to the Common Areas.

The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the Person who was the Owner of such Lot, Unit or Single-Family Dwelling at the time when the assessment fell due. The personal obligation for delinquent assessments shall pass to his successors in title unless expressly as assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Development and for the improvement and maintenance of the Common Areas. The proceeds of regular annual or special assessments shall not be used to reimburse Declarant, its successors or assigns, for any capital expenditures incurred in construction or other improvements of a common facility, nor for the operations or maintenance of such facilities incurred prior to conveyance unencumbered to the Association.

Section 3. Annual Assessment. Except for Lots, Units or Single-Family Dwellings owned by a Builder, the annual assessment per Lot, Unit or Single-Family Dwelling for those Lots, Units or Single-Family Dwellings subject to assessment shall be a sum set by the Association for Owners of Lots, Units or Single-Family Dwellings in accordance with the Articles of Incorporation and Bylaws of the Association with the recommendation of the Parcel Committee. A Lot, Unit or Single-Family Dwelling owned by a Builder shall be assessed at the rate set forth in Section 5 of this Article V. For purposes of assessment and administration

of parcel assessments, the Properties shall be considered a parcel under the Bylaws and other governing instruments of the Association. The Association shall have the right to make annual parcel assessments against Lots, Units or Single-Family Dwellings located within the Properties and annexed into the Association. The Association, upon the recommendation of the Parcel Committee, shall also have the power, duty and obligation to do and perform certain acts on the Lots, which shall include, but need not be limited to:

- a) provide lawn care consisting of mowing, edging, fertilizing and weed control of the grass areas only on all Lots, but such services shall not include the replanting or reseedling of sod or grass, or the care of any areas which have been enclosed by an Owner with fencing or hedging or otherwise made inaccessible for the Association (all of which excluded items shall be the responsibility of the applicable Owner);
- b) upon accumulation of at least two (2) inches of snow and the snow has stopped, private snow (but not ice) removal from driveways and front side walks from driveways to the front porch and front porches (only a direct path to the door) to the Lots, as soon as possible;
- c) may arrange for or provide to each Lot Owner trash, garbage and recycling removal service on a regular basis with at least one pick-up each week;
- d) purchase group services including, but not limited to insurance (other than property insurance on Single-Family Dwellings), trash collection, snow removal, and lawn mowing;
- e) provide for the repair and replacement of roofs, gutters and downspouts of each Unit or Single-Family Dwelling; and
- f) provide for the periodic painting and caulking of the Painted Exterior Surfaces of each building, which shall consist or preparing the surface (scraping and priming as required) of Painted Exterior Surfaces for repainting and re-staining and then repainting and/or re-staining the same. **“Painted Exterior Surfaces”** means those surfaces of the building that are exposed to the out-of-doors and were painted or stained at the time such building was constructed, but shall not include any decks that may have been painted or stained. Such service by the Association shall not include the repair or replacement of any wood, stucco, windows, or other exterior wall materials (which shall be the expense of the Owner);

Since the Properties include Units and Single-Family Dwellings, property insurance for Single-Family Dwellings is an Owner responsibility, and there may be different amounts of expenditures for certain services for Units versus Single-Family Dwellings, the Association may levy a different amount of annual assessments for Units versus the amount of annual assessment for Single-Family Dwellings based on cost differentials to the Association for the services to be provided.

Section 4. Special Assessments for Capital Improvement. In addition to the annual assessments and special assessments against an Owner for damages to the Common Area authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying in whole or in part, the cost of any

construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of a two-thirds majority of the votes of each class of Members who are voting in person or by proxy at a meeting duly called for that purpose. Lots owned by Builders shall not be subject to special assessment for capital improvements.

Section 5. Rate of Assessment. Each Lot, Unit or Single-Family Dwelling in the Properties shall commence to bear its applicable maintenance fund assessment at the time such Lot, Unit or Single-Family Dwelling is initially conveyed by Declarant and simultaneously therewith annexed into the Association. Lots, Units or Single-Family Dwellings shall be subject to annual assessment payable when and in such amounts as determined by the Board of Directors. Notwithstanding anything in this Declaration to the contrary and in lieu of the annual assessment provided for herein, Lots, Units or Single-Family Dwellings which are not occupied by a resident and which are owned by a Builder shall be assessed at the rate of Ten Dollars (\$10.00) per month per Lot, Unit or Single-Family Dwelling. The rate of assessment for an individual Lot, Unit or Single-Family Dwelling, within a calendar year, can change as the character of ownership and the status of occupancy by a resident changes. The applicable assessment for such a Lot, Unit or Single-Family Dwelling shall be prorated according to the rate required of each type of ownership.

Section 6. Date of Commencement of Annual Assessments; Dues Dates. The annual assessments provided for herein shall commence on the date the Lot, Unit or Single-Family Dwelling is annexed into the Association as provided in Article III. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors of the Association shall fix the amount of the annual assessment against each Lot, Unit or Single-Family Dwelling at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors of the Association. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot, Unit or Single-Family Dwelling have been paid.

Section 7. Effect of Non-Payment of Assessment, Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the date at the rate of ten percent (10%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot, Unit or Single-Family Dwelling.

Section 8. Subordination of the Lien to Mortgagees. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage. Sale or transfer of any Lot, Unit or Single-Family Dwelling or land shall not affect the assessment or lien. However, the sale or transfer of any Lot, Unit or Single-Family Dwelling or land which is subject to any mortgage, pursuant to a decree of foreclosure or Power of Sale under such mortgage or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessment as to payments thereof which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot, Unit or Single-Family Dwelling or land from liability for any assessments thereafter becoming due or for the lien thereof.

Section 9. 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 Common Elements;
- c) All Properties owned by a charitable or non-profit organization exempt from taxation by the laws of the state of Missouri; and
- d) Except as provided for in Article VI, Section 4 of this Declaration, any unsold Lot, Unit or Single-Family Dwelling or undeveloped acreage owned by the Declarant or a builder and which has not been annexed into the jurisdiction of the Association.

ARTICLE VI

Parcel Assessments

Section 1. Right to Assess. For purposes of assessments and administration of parcel assessments, the Properties shall be considered a parcel under the Bylaws and other governing instruments of the Association. In addition to the annual and special assessments provided by Article V of this Declaration, the Association shall have the right to make annual parcel assessments against Lots, Units or Single-Family Dwellings located within the Properties and annexed into the Association.

Section 2. Purposes of Assessments. Parcel assessments shall be used exclusively for the following purposes:

- a) Improvement and maintenance of Common Elements;
- b) Purchasing group services, including but not limited to insurance (other than property insurance on Single-Family Dwellings), trash collection, snow removal, and lawn mowing;
- c) Provide for the services described in Section 3 of Article V.

Section 3. Method of Assessment. The parcel assessment imposed hereby upon each Lot, Unit or Single-Family Dwelling within the Properties shall be set, collected and disbursed by the Association upon recommendation from the Parcel Committee. The Board of Directors of the Association shall set the date and amount of the annual parcel assessment by a vote of two-thirds of the Directors voting on the question. Such parcel assessments shall become a lien upon the Lot, Unit or Single-Family Dwelling or other land of said Owner and be enforceable as other assessments under Article V.

Section 4. Assessment against Units Owned by Declarants. Notwithstanding anything in this Declaration to the contrary, if Declarant should be the Owner of a Unit(s) whether then completed or still under construction, in a Multi-Family Residential Structure, then such Unit(s) shall be subject to the parcel assessments provided for herein beginning on the date the first Unit in such Multi-Family Residential Structure is annexed into the Association.

Section 5. Parcel Committee. The Declarant shall serve as the Parcel Committee prior to the Turnover Date. After the Turnover Date, the Parcel Committee shall be comprised of at least five (5) Members of the Association (all of whom are Owners in The Woods III of Chapel Ridge and shall be appointed by and serve at the pleasure of the Board). The positions on the Parcel Committee may be divided by the Association Board into positions with staggered two year (2-year) terms. No member of the Parcel Committee shall serve in such position for more than 48 months during any five (5) year period. The provisions of this subsection shall not apply until the Turnover Date. Until such date, the Declarant or its designees shall be the Parcel Committee. The Parcel Committee shall meet as necessary to consider financial and other

matters relating to the Properties within scope of this Parcel Committee as provided in this Declaration. A majority of the members of the Parcel Committee shall constitute a quorum for the transaction of business at a meeting and every act or decision made by a majority of the members present at a meeting at which a quorum is present shall be regarded as the act, decision or recommendation of the Parcel Committee.

ARTICLE VII

Architectural Control and General Use Restrictions

Section 1. Architectural Review Board. An Architectural Review Board is hereby created which is composed of three Members who shall be appointed by Declarant. A majority of the Architectural Review Board may designate a representative to act for it. In the event of death or resignation of any member of the Architectural review Board, the remaining members shall have authority to designate a successor. The Architectural Review Board shall regulate the external design, appearance, use, location and maintenance of the Property and of the improvements thereon in such a manner so as to preserve and enhance values and to maintain a harmonious relationship among structures and the natural vegetation and topography. The herein granted powers and duties of the Architectural Review Board shall cease and terminate the date that Declarant no longer owns any Lot(s) in The Woods III of Chapel Ridge 3rd Plat and all residences to be constructed on all Lots have been completed or such date as Declarant voluntarily turns over such reports to the Association, whichever occurs first. Upon termination of the powers granted to the Architectural Review Board under this Declaration, the provisions of this Article will be administered by the Architectural Review Board as established in the Declaration of Covenants, Conditions and Restrictions dated August 28, 1973 and filed of Record with the Recorder of Deeds of Jackson County, Missouri at Independence, on the 29th day of August, 1973, as Document No.1162473 in Book 473 at Page 269.

Section 2. Land Use and Building Type. No improvements, alterations, repairs change of paint colors, excavations, changes in grade or other work which in any way alters the exterior of any property or the improvements located thereon from its natural and improved state existing on the date such property was first conveyed in fee by the Declarant to an Owner shall be made or done without the prior approval of the Architectural Review Board. No building, fence, wall, residence, or other structure shall be commenced, erected, maintained, improved, made or done without the prior approval of the Architectural Review Board. No Lot, Unit or Single-Family Dwelling shall be used for any purpose except for residential purposes. The term "residential purposes" as used herein, excludes hospitals clinics, hotels, industrial, commercial and professional uses, whether from homes, residences or otherwise and all such use of the Lots, Units or Single-Family Dwellings are expressly from prohibited. No building shall be altered, placed or permitted to remain on any Lot other than Multi-Family Residential Structures or Single-Family Dwellings (as applicable). The Declarant hereby reserves the right to use any of the real property heretofore described for temporary use for office and model home purposes during the construction, development and marketing of The Woods III of Chapel Ridge.

Minimum square footage per Unit in any four-plex structure constructed on a Lot shall be 1100 square feet. Minimum square footage per Unit in any three-plex structure constructed on a Lot shall be 1250 square feet. Minimum square footage per Single-Family Dwelling shall be 1,250 square feet on main floor. Roof material will be as designated by Declarant. Any front exterior must be of stone, stucco or brick with colors as approved by the Architectural Review Board.

Section 3. Building Location. No building or other structure shall be located or built

on any Lot nearer the front Lot line or nearer to the side street right-of-way line than the minimum setback lines shown on the recorded plat.

Section 4. Uncompleted Structures. No structure shall be permitted to stand with its exterior in an unfinished condition for a period longer than five (5) months after commencement of construction. In the event of fire, windstorm or other damage, no building shall be permitted to remain in a damaged condition for longer than three (3) months. No residence shall be occupied until completed according to the plans and specifications approved by the Architectural Review Board.

Section 5. Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any Lot at any time as a residence, either temporarily or permanently.

Section 6. Parking of Motors Vehicles, Boats and Trailers. Motors vehicles, house trailers, boats, boat trailers, trailers of every other description, self-propelled motor homes or recreational vehicles, campers or camping units shall be permitted to be parked or to be stored only in an enclosed garage. No other parking or storage of the aforementioned shall be permitted unless approved by the Architectural Review Board, except only during periods of approved construction on the Lot. This prohibition of parking shall not apply to temporary parking of trucks and commercial vehicles, such as for pickup, delivery and other commercial services; but no overnight parking in the street is permitted, and PARKING ON INGRESS-EGRESS AREAS OF ANY SHARED DRIVEWAYS IS STRICTLY PROHIBITED.

Section 7. Nuisances. No noxious or offensive activity shall be carried on upon any portion of the Properties, nor shall anything be done thereon that might be or become a nuisance or annoyance to the neighborhood. No exterior lighting shall be directed outside the boundaries of the Lot, Unit or Single-Family Dwelling or other parcel, unless authorized by the Declarant, Architectural Review Board or other governmental or community authority.

No clothesline shall be placed, constructed or erected on any Lot, Unit or Single-Family Dwelling in a location which is visible from the front, side or rear of the Lot. No antennas of any type, whether television or otherwise, may be erected on the exterior of any residence or on any Lot.

Section 8. Garages. Each residence shall have an attached private garage for not less than two nor more than four cars. The driveway of each Lot shall contain sufficient paved area for the off-street parking of at least two cars. All garages facing any street must be equipped with doors which shall be kept closed as much as practicable to preserve the appearance of the elevation of the house fronting on the street.

Section 9. Signs. No signs of any kind shall be displayed to the public on any Lot, Unit or Single-Family Dwelling except sign used by the Builder to advertise the property during construction.

Section 10. Livestock. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, Unit or Single-Family Dwelling, except that dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose.

Section 11. Garbage and Refuse. No Lot shall be used or maintained as dumping grounds for rubbish, trash, garbage or other waste shall not be kept except in sanitary containers, which containers shall be kept in a clean and sanitary condition and housed and screened as specified by the Architectural Review Board.

Section 12. Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved by Declarant as shown on the recorded plat of the Properties. Such easements shall include the right of ingress and egress for construction and maintenance purposes. Within these easements, no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction or flow of drainage channels in the easements, which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each Lot and all improvements in it shall be maintained by the Owner of the Lot, except for those improvements for which a public utility company is responsible. In addition, there is reserved an unobstructed aerial easement for utilities five (5) feet wide and from a plane twenty (20) feet above the ground upward located adjacent to all easements shown on the above-mentioned recorded plat. There is further reserved a permanent right of entry to the Association and its representatives onto and over all Lots as shown on the recorded plat for all maintenance purposes, including but not limited to irrigation, snow removal, mowing, landscape and structure repairs.

Section 13. New Construction. All residences and other buildings permitted hereby on residential Lots shall be initially new construction. No buildings shall be moved onto any of such Lots.

Section 14. Land Near Water. No buildings or other structures shall be placed nor shall any material or refuse be placed or stored on any Lot or within twenty (20) feet of the rear property line of any Lot abutting the edge of any open water.

Section 15. Leasing. Each Owner who desires to lease or rent any part of a residence must comply with all licensing and other requirements of the City. In addition, no residence or part thereof shall be leased or used for transient or hotel purposes, which are defined as: (i) rental by the same tenants of less than twelve (12) 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. AirBNB, VRBO and similar short-term rentals are prohibited. 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 (including those prohibiting the use thereof for commercial purposes) and to the rules and regulations promulgated from time to time by the Board, 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 and to the extent permitted by law, terminate the lease and evict the tenant. Prior to the commencement of the term of each lease, the Owner must provide to the Board (or its management company) a true and complete copy of the lease clearly showing the name(s) of the tenant(s) and telephone number(s) 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 leased property to be maintained to the same general condition and standards as then prevailing for the Owner-occupied residences in the Subdivision. Signs advertising a residence for rent are prohibited.

Section 16. Delegation of Powers. Notwithstanding anything herein to the contrary, Declarant reserves the right to delegate, upon such terms and conditions as it deems proper, all

or any part of the rights and responsibilities on the Architectural Review Board to the Association.

ARTICLE VIII

Insurance

The Association shall obtain and maintain in force the following policies of insurance.

Section 1. Property Casualty Insurance. The Association shall have the power and the obligation to acquire, maintain and pay for a blanket policy or policies of property casualty insurance with extended coverage endorsement for at least the full insurable replacement value of all insurable improvements (other than Single-Family Dwellings) in the Parcel (including architect's and engineer's fee for the entire project) according to building standards as illustrated by the plans and specifications filed with the Insurance Trustee as hereafter defined including both the insurable common properties within the Parcel and the individual dwelling units (the "units") (other than Single-Family Dwellings). Such policy shall also contain coverage of vandalism and malicious mischief. For purposes hereof, the full insurable replacement value shall be determined by independent appraisal performed by a recognized appraisal firm which appraisal shall be made every six (6) years. Such policy or policies shall be placed with generally recognized insurance companies licensed to do business in the State of Missouri having net worth of not less than Fifty Million Dollars (\$50,000,000.00). Such policy or policies shall insure all Owners and their respective lien holders as their interest may appear and shall include a lender's or mortgagee's involved. Such policies shall provide:

- (a) That such coverage shall not be affected or diminished by reason of any other insurance coverage by any individual Owner.
- (b) For waiver of subrogation against individual Owners, members of their household, the Board of Directors and the employees and agents of the Association.
- (c) For a notice of cancellation to each Owner and their mortgagee at least ten (10) days prior to the effective date of cancellation.
- (d) That the conduct of any Owner will not result in the avoidance of the insurer's liability.
- (e) A stated amount of coverage or percentage of the total coverage provided for each dwelling and its proportionate interest in any of the common properties within the Parcel.

Section 2. Liability Insurance. The Association shall have the power to obtain and pay for a comprehensive, general liability policy or policies and Worker's Compensation Insurance Coverage.

Section 3. Damage to One Unit. In the event any Unit is damaged by fire or other casualty which is insured against, and said damage is limited to a single Unit, the insurance proceeds shall be paid jointly to the Association and Owner of such Unit, and such proceeds shall be used to rebuild or repair such Unit.

Section 4. Damage to Two or More Units. In the event of any damage to or

destruction of any building which extends to two (2) or more Units or extends to any part of the Common Elements:

- a) The Board of Directors of the Association shall, without delay, take all necessary steps to collect the proceeds of such insurance as may have been procured by the Association and which affords coverage for the loss. The insurance proceeds shall be paid to the Insurance Trustee, hereinafter provided for, to be held for the benefit of the Owners and their mortgagees (including deed of trust beneficiaries), as their respective interests shall appear and pursuant to an insurance trust agreement consistent with the provisions of this Declaration, approved and executed by the Board of Directors of the Association;
- b) The Board of Directors of the Association shall obtain or cause to be obtained bids from two (2) or more responsible contractors to restore the building or buildings to its or their condition immediately prior to such damage or destruction, and shall, as soon as possible, at regular or special meeting of the Board of Directors of the Association consider, such bids. In the event that more than one (1) building is damaged or destroyed, the bids so obtained shall contain a breakdown of the cost of repairing or rebuilding each building damaged or destroyed;
- c) At such regular or special meeting, the Board of Directors of the Association shall review the total amount of insurance proceeds received, the amount of insurance proceeds allocated by the insurance company to each building, if more than one (1) building is involved, and the amount of the bids obtained. The Board of Directors of the Association shall select the bid which they, in their absolute discretion, feel is in the best interest of preserving and enhancing property values, amenities and opportunities in The Woods III of Chapel Ridge. The damaged or destroyed portions of the property, including all Units so damaged or destroyed, as well as the Common Elements, shall then be repaired or rebuilt, as the case may be, and all the insurance proceeds shall be used for that purpose.
- d) Any deficiency between the available insurance proceeds, if any and the contract price for repair or rebuilding shall be raised by special assessment against the Units and Owners thereof in the building or buildings damaged or destroyed, in such a manner as to allocate fairly to each Unit so assessed that portion of the total cost of repair or rebuilding which is attributable to restoring that Unit and its immediately surrounding Common Elements to its condition prior to the damage or destruction. If the damage or destruction is limited to any part of the Common Elements other than building in which Units are located, or is limited to a portion of a building not used for human occupancy, the special assessment shall be levied equally among all Units and the Owners thereof. The good faith determination of the Board of Directors of the Association making the special assessments mentioned in this subparagraph shall be final and conclusive. To the extent that any insurance proceeds are required to be paid over to a first mortgagee or trust beneficiary of any damaged Unit, in accordance with the terms of any such mortgagee or trust instrument, the Unit Owner shall be obliged to replenish the funds so paid, and said Unit Owner and his Unit shall be subject to special assessment for such sum, which obligation shall be enforceable in the same manner as a special assessment under article V hereof.

Section 5. Insurance Trustee. All policies purchased by the Association, shall be for the benefit of the Association, all Unit Owners, and their mortgagees, as their interests may appear. Such policies shall be deposited with the Insurance Trustee (as hereinafter defined), who must first acknowledge that the policies and any proceeds thereof will be held in accordance with the terms hereof. Said policies shall provide that all insurance proceeds payable on account of loss or damage shall be payable to any bank or financial institution in Missouri with trust powers, as may be approved by the Board of Directors of the Association, which Trustee is herein referred to as the “**Insurance Trustee.**” The Insurance Trustee shall not be liable for the payment of premiums nor for the renewal or the sufficiency of policies, nor for the failure to collect any insurance proceeds, nor for the form or content of the policies. The sole duty of the Insurance Trustee shall be to receive such proceeds as are paid and hold the same in trust for the purposes elsewhere stated herein and for the benefit of the Association, the Unit Owners and their respective mortgagees.

Section 6. Payment of Proceeds. The Insurance Trustee may rely upon the certificate of the Association as to the payee and the amount to be paid from said proceeds. All payees shall deliver paid bills and waivers of mechanics liens to the Insurance Trustee, and execute any affidavit required by law or by the Association and insurance Trustee, and deliver same to the Insurance Trustee. Subject to the foregoing, the Board of Directors of the Association shall have the right and obligation to negotiate and contract for the repair and restoration of the premises. It shall be presumed that the first monies dispersed in payment of costs of repair and restoration shall be from the insurance proceeds; and if there is a balance in the funds held by the Insurance Trustee after the payment of all costs of the repair and restoration, such balance shall be distributed to the beneficial owners of the fund.

Section 7. Specifications for Repair. Any repair and restoration must be substantially in accordance with the plans and specifications for the original building, or as the building was last constructed, or according to the plans approved by the Board of Directors of the Association, which approval shall not be unreasonably withheld. If any material or substantial change is contemplated, the approval of all institutional first mortgagees shall also be required.

Section 8. Agent for Negotiation. The Association is hereby irrevocably appointed agent for each Unit Owner, for the purpose of compromising and settling claims arising under insurance policies purchased by the Association, and to execute and deliver releases therefore, upon the payment of claims.

Section 9. Individual Insurance. Each individual Unit Owner shall be responsible for purchasing, at his own expense, liability insurance to cover accidents occurring within his own Unit, and for purchasing insurance upon his own personal property and living expense insurance, and such insurance, where applicable, shall contain the same waiver of subrogation, if available, as referred to in Article VIII, Section 1.

Section 10. Duty to Reduce Hazard. In addition to other obligations and duties heretofore set out in this Declaration, every Unit Owner shall not permit or suffer anything to be done or kept in his Unit which will increase the insurance rates on his Unit or the Common Elements or which will obstruct or interfere with the rights of other members or annoy them by Unreasonable noises or otherwise, nor shall a Member commit or permit any nuisance, immoral or illegal act in his Unit or on the Common Element.

ARTICLE IX

Party Walls

Section 1. General Rules of Law to Apply. Each wall built as a part of the original construction of the Units within the parcel and placed on the dividing line between the Units shall constitute a party wall, and to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or wilful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a large contribution from the others under any rule of law regarding liability for negligent or wilful acts or emissions.

Section 4. Weatherproofing. Notwithstanding any other provisions of this Article, an Owner who by his negligent or wilful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, such dispute shall be submitted to and determined by a board of three arbitrators as follows: The party desiring to have the matter in dispute submitted to arbitration shall give the other party written notice of such desire and shall name one of the arbitrators in such notice. Within ten (10) days after the receipt of such notice, the other party shall name a second arbitrator, and in case of failure to do so, the party who has already named an arbitrator, may have the second arbitrator selected or appointed by a judge of the Jackson County Circuit Court, State of Missouri, and the two arbitrators so appointed in either manner shall select and appoint a third arbitrator, and in the event the two arbitrators so appointed shall fail to appoint the third arbitrator within ten (10) days after the naming of the second arbitrator, either party may have the third arbitrator selected or appointed and the arbitrators shall thereupon proceed to determine the matter in question, disagreement or difference, and the decision of any two of them shall be final, conclusive and binding upon the parties. In cases of arbitration, the parties hereto shall each pay the expense of its own attorneys' and witnesses' fees, and all other expenses of such arbitration shall be divided equally between the parties.

ARTICLE X

Rights of Mortgagees

Section 1. Compliance with Law. It is the design and intent of this Declaration that The Woods III of Chapel Ridge be created and that it exists in full compliance with the requirements of the State of Missouri and other applicable laws. To the extent that this

Declaration is found to be in conflict with any applicable laws, the Declaration shall be deemed amended so as to comply with applicable law.

Section 2. Liability for Unpaid Assessments. Any first mortgagee who obtains title to a Lot, Unit or Single-Family Dwelling pursuant to the remedies provided in the mortgage or foreclosure of the mortgage will not be liable for any unpaid dues or assessments or charges for such Lot, Unit or Single-Family Dwelling which may accrue prior to the acquisition of title to such Lot, Unit or Single-Family Dwelling by the mortgagee.

Section 3. Limitation on Association's Rights. Unless at least two-thirds (2/3) of the first mortgagees (based on one vote for each first mortgagee owned) or Owners (other than the sponsor, developer or Builder) of the individual Units and Single-Family Dwellings in the Development has given their prior written approval, the Association (or the Architectural Review Board in regard to subsection (c) hereof) shall not be entitled to:

- a) By act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the Common Area or Common Elements owned, directly or indirectly by the Association (the granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Area or Common Elements shall not be deemed a transfer within the meaning of this clause);
- b) Change the method of determining the assessments which may be levied against a Member;
- c) By act or omission change, waive or abandon any scheme of regulations, or enforcement thereof, pertaining to the architectural design or exterior appearance of the Units, the maintenance of the Common Area, Common Elements, party walls or common fences and driveways, or the upkeep of lawns and plantings in the Development;
- d) Fail to maintain fire and extended coverage on the insurable Common Elements on a current replacement cost basis in the amount not less than one hundred percent (100%) of the insurable value (based on current replacement costs);
- e) Use hazard insurance proceeds for losses to any Common Elements for other than repair, replacement or reconstruction of such Common Elements.

Section 4. Right to Make Payments. A first mortgagee of a Unit or Single-Family Dwelling may, jointly or singly, pay taxes or other charges which are in default and which may have become a charge against any of the Common Elements and may pay overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on the lapse of a policy, for the Common Elements and first mortgagees making such payments shall be owed immediate reimbursement therefore from the Association.

Section 5. Priority on Distribution. No provision in this Declaration shall be deemed to give a Unit Owner or any other party priority over any rights of the first mortgagee of a Unit and the Development pursuant to its mortgage in the case of a distribution to a Unit Owner of insurance proceeds or condemnation awards for losses to or condemnation awards for losses to or a taking of the Common Area or Common Elements.

Section 6. Reserve for Maintenance. The Association upon recommendation by the Parcel Committee, shall maintain an adequate reserve fund for maintenance, repairs and replacement of these elements of the Multi-Family Residential Structures, Single-Family Dwellings and Common Elements for facilities that must be replaced on a periodic basis. The reserves shall be funded out of the annual parcel assessments rather than by special assessment.

Section 7. Notifications of Default. A first mortgagee, upon written request shall be provided with written notification from the Association of any default in the performance by a Unit or Single-Family Dwelling borrower of any obligation under the Articles of Incorporation, Bylaws or this Declaration which is not cured within sixty (60) days.

Section 8. Management of Common Areas and Common Elements. Any agreement for professional management of the Association's Common Areas or Common Elements, or any other contract providing for the services of the Declarant, may not exceed three years. Any such agreement must provide for termination by either party without cause and without payment of a termination fee upon ninety (90) days or less written notice.

ARTICLE XI

General provisions

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgement or court order shall in no way affect any other provisions which remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by the Association or the Owner of any Lot, Unit or Single-Family Dwelling or parcel of land subject to this Declaration, their respective legal representatives, heirs, successors and assigns for a term of twenty (20) years from the date of this Declaration, after which time said covenants shall be automatically extended for successive periods of ten (10) years. The covenants and restrictions of this Declaration may be amended by an instrument signed by sixty-six percent (66%) of all Owners of all Lots, Units or Single-Family Dwellings. Any amendment must be properly recorded. Additionally, so long as Declarant owns any Lots, Units or Single-Family Dwellings in The Woods III of Chapel Ridge, Declarant may amend this instrument by filing an Amended Declaration provided that any such amendment made by Declarant does not substantially impair any rights created herein for the benefit of Members of the Association.

Section 4. Limitations. As long as Declarant (or anyone to whom Declarant's rights under this Declaration have been assigned) owns any Lots, Units or Single-Family Dwelling or undeveloped acreage in The Woods III of Chapel Ridge, the Association may not use its resources nor take a public position in opposition to the General Plan of Development or to changes thereto proposed by the Developer. Nothing in this section shall be construed to limit the rights of the Members acting as individuals or in affiliation with other Members or groups.

Section 5. Books and Records. The books, records and papers of the Association and Parcel Association shall, during reasonable business hours, be subject to inspection by any Member owning a Lot, Unit or Single-Family Dwelling in The Woods III of Chapel Ridge. The Articles of Incorporation, Bylaws of the Association and Parcel Association and Restrictive Covenants shall be available for inspection by any such Member at the principal office of the Association where copies may be purchased at a reasonable cost.

Section 6. Amendment by Declarant. Notwithstanding the foregoing, this Declaration can be abolished, amended, and/or changed in whole or in part by the Declarant at any time prior to the conveyance of the first Lot, Unit or Single-Family Dwelling by Declarant.

Section 7. Amendment of Mortgagee's Rights. In addition to the rights of amendment provided by Section 3 and 6 of this Article XI, the provisions of Article X pertaining to rights of mortgagees can be amended by Declarant to conform with the requirements, as now in existence or as may be hereafter changed or altered of the Federal Home Loan Mortgage Corporation ("**FHLMC**"), or any successor entity thereto pertaining to rights of mortgagees in and to Lots, Units or Single-Family Dwellings in the Properties so as to keep the Properties and mortgagees thereon in compliance with FHLMC lending standards and requirements.

Section 8. Grammar. Except for the meaning heretofore given for the terms "Member" and "Members", the singular, where used herein, shall be construed to mean the plural, when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or individuals, men or women, shall in all cases be assumed as though in each case fully expressed.

Section 9. Assignment of Declarant's Right. Declarant may, at its option, assign any or all its rights under the terms of this Declaration.

ARTICLE XII

CITY REQUIRED PROVISIONS

Section 1. The following provisions are required by the City of Lee's Summit:

- (a) The platted tracts described above are "**Common Areas**" under this Declaration.
- (b) The Homes Association to be known as Lakewood Property Owners Association, Inc. has been or will be established to serve as the property owners' association for The Woods III development (the "**Subdivision**"). Ownership of any Lot in the subdivision (other than ownership by the Declarant) will not occur until the Homes Association is established and the Common Areas are transferred to the Homes Association. Each Lot Owner, at the time of purchase, shall be furnished with a copy of this Declaration.
- (c) The Common Areas shall be owned by the Homes Association.
- (d) The Homes Association shall own, manage, repair, maintain, replace, improve and operate the Common Areas and keep the Common Areas, and all improvements thereon, in good condition.
- (e) The Declaration, as it pertains to the Common Area, shall be permanent.

- (f) Owners of Lots within the Subdivision are liable for the costs of maintenance of the Common Areas and the costs of such maintenance shall be assessed proportionately against the assessable Lots in accordance with the Declaration.
- (g) The Homes Association shall provide liability insurance on the Common Areas and shall pay all taxes (if any) on the Common Areas.
- (h) Membership in the Homes Association shall be mandatory for each Lot Owner in the Subdivision and any successor buyer.
- (i) The Homes Association shall not be dissolved without the consent of the City, unless the maintenance responsibilities set forth herein are assigned, with the consent of the City, to a person or entity with the financial, legal, and administrative ability to perform such obligations.
- (j) In the event that any condition of the Common Areas is determined to be a nuisance or in disrepair in violation of any provision of the Lee's Summit Property Maintenance Code, and such disrepair or nuisance is abated pursuant to procedures otherwise provided in the Property Maintenance Code, the costs to abate the nuisance created by the failure to maintain the Common Areas shall be assessed proportionally against the individual Lots within the Subdivision, in an equal amount per individual Lot, pursuant to the tax bill provisions of the Property Maintenance Code, and 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.
- (k) In the event it is determined that the maintenance of any storm water conveyance, retention or detention facility located on the Common Areas fails to meet any standard set forth in the final development plan, or final plat if no final development plan is required, and such failure is abated by the City pursuant to the procedures of this Section, upon completion of the work and certification by the Director of Public Works that the deficiency has been abated, the Director of Public Works shall certify all costs of such abatement, 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 within the Subdivision, in an equal amount per individual Lot. 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, 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. 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 such tax bill, if not paid when due, shall bear interest at the rate of eight (8) percent.
- (l) The City shall be a third party beneficiary of all provisions herein pertaining to the assessment of costs for maintenance of storm water conveyance, retention, or detention facilities on the Common Areas, and such provisions shall not be modified or amended without the written consent of the City.

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

CHOYCE, LLC

By: _____
Name: Kevin Higdon
Title: Manager

ACKNOWLEDGEMENT

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

On this _____ day of May, 2025, before me, a notary public, appeared Kevin Higdon, to me personally known, who, being by me duly sworn did say that he is the manager of CHOYCE, LLC, a Missouri limited liability company, and that said instrument was signed on behalf of said limited liability company and 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: _____

[SEAL]

CONSENT TO DECLARATION

The undersigned, having certain powers for the maintenance, preservation and control of, and to promote the health, safety and welfare of residents of The Woods III of Chapel Ridge (platted as The Townhomes of Chapel Ridge – 2nd Plat), does hereby consent to the Annexed Property being subject to and covered by the Original Declaration.

Date: _____, 2025

LAKEWOOD PROPERTY OWNERS
ASSOCIATION, INC.

By: _____

Name: _____

Title: President

ACKNOWLEDGEMENT

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

On this _____ day of _____, 2025, before me, a notary public, appeared _____, to me personally known, who, being by me duly sworn did say that he/she is President of LAKEWOOD PROPERTY OWNERS ASSOCIATION, INC., a Missouri nonprofit company, and that said instrument was signed on behalf of said company and 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:

Signature of Notary Public in and for said
County and State

Print Name: _____

[SEAL]