

Certified Copy

Clay County, Missouri
Sandra Brock, Recorder of Deeds

Certificate Number: **29047.RD.231210157F.24**

Certification County: Clay County, Missouri

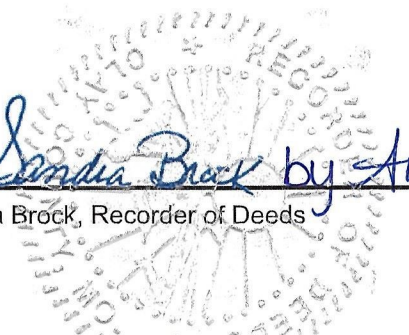
Certification Date: May 01, 2023

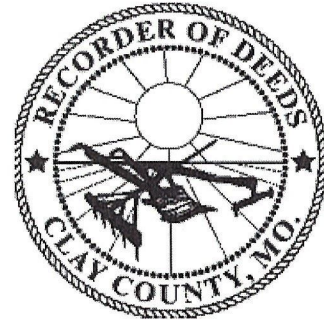
Certification Time: 10:08:31 AM

State of Missouri, }
County of Clay } SS

This is to certify the attached is a true and exact copy of the document recorded at **Book 9545 Page 149** of the aforesaid County and State.

Generated from the official public record this 1st day of May, 2023.


Sandra Brock by Aubrey Geist
Sandra Brock, Recorder of Deeds Deputy



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Clay County, Missouri
Recorder of Deeds
1 Courthouse Square
Liberty Missouri 64068
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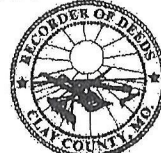
Instr #: 2023008399

Book: 9545 Page: 149

Type: ORD

Pages: 3

Fee: \$27.00 E 20230007301

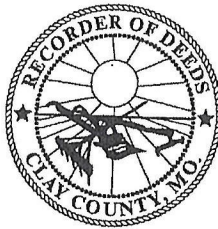


Sandra Brock
Recorder of Deeds

RECORDER OF DEEDS CERTIFICATE CLAY COUNTY, MISSOURI

EXEMPT DOCUMENT

This document has been recorded under exempt status pursuant to RSMO 59.310.4 and this certificate has been added to your document in compliance with the laws of the State of Missouri.



Sandra Brock
Recorder of Deeds
Clay County Courthouse
Liberty, MO 64068

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STANDEV CORP
244 W MAIN
STE 101
LIBERTY MO 64068

3





Kansas City
Legislation Text

414 E. 12th Street
Kansas City, MO
64106



File #: 220464

ORDINANCE NO. 220464

Approving the plat of Kellybrook Sixth Plat, an addition in Clay County, Missouri, on approximately 26.82 acres generally located south of N.E. 108th Street and east of N. Eastern Avenue, creating 75 lots and 5 tracts for the purpose of a 75 lot single family home subdivision; accepting various easements; establishing grades on public ways; authorizing the Director of City Planning and Development to execute and/or accept certain agreements; and directing the City Clerk to record this ordinance and attached documents. (CLD-FnPlat-2022-00001)

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the plat of Kellybrook Sixth plat, a subdivision in Clay County, Missouri, a true and correct copy of which is attached hereto and incorporated herein by reference, is hereby approved.

Section 2. That the plat granting and reserving unto Kansas City an easement and license or right to locate, construct, operate and maintain facilities including, but not limited to, water, gas, sewerage, telephone, cable TV, surface drainage, underground conduits, pad mounted transformers, service pedestals, any and all of them upon, over, under and along the strips of land outlined and designated on the plat by the words utility easement or U/E be and the same are hereby accepted and where other easements are outlined and designated on the plat for a particular purpose, be and the same are hereby accepted for the purpose as therein set out.



File #: 220464

Section 3. That the grades of the streets and other public ways set out on the plat, herein accepted are hereby established at the top of curb, locating and defining the grade points which shall be connected by true planes or vertical curves between such adjacent grade points, the elevations of which are therein given, in feet above the City Directrix.

Section 4. That the Director of City Planning and Development is hereby authorized to execute a Covenant to Maintain Storm Water Detention and BMP Facilities Agreement, to be in a form substantially as that attached hereto as Exhibit A and incorporated herein by reference.

Section 5. That the Director of City Planning and Development is hereby authorized to execute and/or accept any and all agreements necessary to clear the title of any right of way, utility easements or other public property dedicated on the plat.

Section 6. That the City Clerk is hereby directed to record copies of this ordinance, together with the documents described herein and all other relevant documents, when the Developer has met all of the requirements for the plat to be released for recording, in the Office of the Recorder of Deeds of Clay County, Missouri.

Section 7. That the Council finds that the City Plan Commission has duly recommended its approval of this plat on February 15, 2022.

This is to certify that General Taxes for 2022, and all prior years, as well as special assessments for local improvements currently due if any, on property described have been paid.

City Treasurer, Kansas City, MO

By [Signature]
Dated, April 12, 2023

Approved as to form and legality:

[Signature]
Eluard Alegre
Associate City Attorney



Authenticated as Passed

[Signature]
Quinten Lucas, Mayor
[Signature]
Marlynn Sanders, City Clerk
JUN 09 2022
Date Passed

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Clay County, Missouri
Sandra Brock, Recorder of Deeds

Certificate Number: **29047.RD.2312101580.0F**

Certification County: Clay County, Missouri

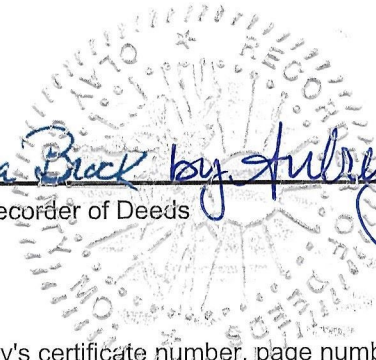
Certification Date: May 01, 2023

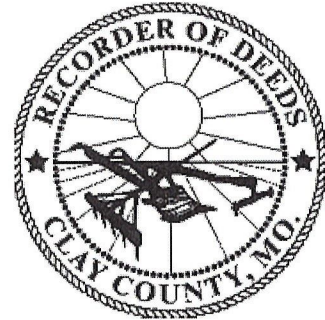
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State of Missouri, }
County of Clay } SS

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Generated from the official public record this 1st day of May, 2023.


Sandra Brock by Aubrey Christ
Sandra Brock, Recorder of Deeds Deputy



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Recording Date/Time: 04/14/2023 at 11:52:12 AM

Instr #: 2023008401

Book: 9545 Page: 150

Type: REST

Pages: 12

Fee: \$79.00 N 20230007301

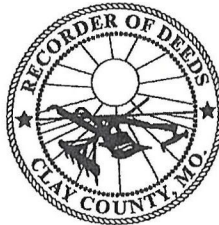


Sandra Brock
Recorder of Deeds

RECORDER OF DEEDS CERTIFICATE
CLAY COUNTY, MISSOURI

NON-STANDARD DOCUMENT

This document has been recorded and you have been charged
the \$25.00 non-standard fee pursuant to RSMO 59.310.3
and this certificate has been added to your document in compliance
with the laws of the State of Missouri.



Sandra Brock
Recorder of Deeds
Clay County Courthouse
Liberty, MO 64068

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*RL- STAR DE VCO
244 W. Main St
Liberty, MO 64068*

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**COVENANT TO MAINTAIN STORM WATER DETENTION AND BMP FACILITIES
PLAT OF KELLYBROOK SIXTH PLAT**

THIS COVENANT made and entered into this 7 day of FEBRUARY, 2023, by and between Kansas City, Missouri, a constitutionally chartered Municipal corporation (**City**), and of STAR DEVELOPMENT CORPORATION, a corporation, (**Owner**).

WHEREAS, Owner has an interest in certain real estate generally located South of NE 108th Street and West of N Smalley Avenue in Kansas City, of Clay County, Missouri, (**Property**) more specifically described in Exhibit "A" attached hereto and incorporated herein by reference; and

WHEREAS, Owner intends to cause the Property to be platted as Plat of KELLYBROOK SIXTH PLAT, (**Plat**), in accordance with Chapter 88, Code of Ordinances of the City of Kansas City, Missouri; and

WHEREAS, Owner intends to subdivide the Property and create pursuant to the Plat Lots of 281 thru 355 and Tracts of L, M, N, O, P as shown on Exhibit "B" attached hereto.

WHEREAS, the improvement proposed by Owner on the Property warrant storm water management control and water quality Best Management Practice facilities (BMPs), collectively hereinafter referred to as (The Facilities); and

WHEREAS, The Facilities, located on Tracts N and P within the Plat, require preservation and maintenance in order to ensure continuous and perpetual operation and effectiveness in controlling storm water runoff rates, volumes, and quality; and

WHEREAS, the City and Owner agree that it is in the public interest to detain storm water and provide BMP(s) to treat the stormwater for the benefit of the Property and surrounding areas; and

WHEREAS, these covenant provisions for proper operation, preservation, and maintenance of The Facilities are necessary to serve the development;

NOW, THEREFORE, Owner and City, for and in consideration of the benefits to themselves, their assigns and future grantees do hereby agree as follows:

- Sec. 1.** Owner at its sole cost shall:
- a. Be responsible for the perpetual preservation, maintenance, repair and replacement, if necessary of The Facilities located on Tracts N and P.
 - b. Maintain the pipes, structures, BMPs, grounds, and appurtenances for the Facilities located on Tracts N and P.
 - c. Keep the pipes, structures, BMPs, and appurtenances open and free of silt and non-beneficial vegetation.
 - d. Keep the pipes, structures, BMPs, and appurtenances in good working condition or replace same if necessary.



- e. Control the growth of the vegetation and grass areas, not identified as beneficial to the BMPs, on Tracts N and P to the limits prescribed by the Kansas City Code of Ordinances.
- f. Maintain the grades within Tracts N and P pursuant to the approved plan on file in the office of the Director of City Planning & Development and identified as File No. 2018-089.
- g. Obtain all necessary improvement and repair permits prior to performing any work on The Facilities.

Sec. 2. City is granted the right, but is not obligated to enter upon Tracts N and P in order to inspect, maintain, repair, and/or replace The Facilities including the pipes, structures, grounds, and appurtenances if Owner fails to maintain same. In the event that the City does provide maintenance for the facilities, then City may:

- a. Charge the costs for such maintenance, repair, or replacement against Owner, and/or the owner of Tract N, and/or the owners of Lots 281 thru 346 served by the Facility on Tract N; and/or the owner of Tract P, and/or the owners of Lots 339 thru 355 served by the Facility on Tract P;
- b. Assess a lien on either the Tract N or P or on the Lots served by the Facility on said Tract or both;
- c. Maintain suit against Owner, and/or the owner of Tract N or P and/or the owners of the Lots served by the Facility on said Tract for all cost incurred by the City for such maintenance.

Unless necessitated by a threat to life and/or safety, City shall notify Owner and/or the then-current owners of Tract N or P and the Lots served by the facility on said Tract not less than thirty (30) days before it begins maintenance of The Facilities.

Sec. 3. Owner and/or the owner of Tracts N and P shall not use, nor attempt to use, in any manner which would interfere with the operation of The Facilities, in such manner as would interfere with the proper, safe, and continuous maintenance and use thereof, and, in particular, shall not build, thereon or thereover, any structure which may interfere, or cause to interfere, with the maintenance and use thereof.

Sec. 4. This covenant shall run with the land legally described in Exhibit "A." Owner shall remain liable under the terms of this Covenant unless and until Owner assigns its rights and obligations to a third party and such assignment is accepted by the City.

Sec. 5. To the extent allowed by law, in the event of a default under a loan agreement by a third party who is assigned the rights and obligations in accordance with the terms of this Covenant, the City will agree to an assignment from the defaulting third party to the secured lender.

Sec. 6. Notices. All notices required by this Covenant shall be in writing sent by regular United States mail, postage prepaid, commercial overnight courier or facsimile and addressed as hereinafter specified. Each party shall have the right to specify that notice be addressed to any other address by giving the other party ten (10) days notice thereof. Unless a party to this Agreement has given ten (10) days notice of a change of person and address for purposes of Standard Covenant for Storm Water Detention Facility w/BMPs Ver. 09-30-2009

notice under this Agreement to the other party in writing, notices shall be directed to the following:

Notices to the City:
Director of City Planning & Development
City Hall, 414 East 12th Street
Kansas City, Missouri 64106
Fax number: (816) 513-2548

Notices to Owner shall be addressed to:
STAR DEVELOPMENT CORPORATION
corporation
Liberty, MO 64068
Timothy D. Harris
Phone: 816-781-3322 FAX: 816-781-0816

Sec. 7. This Agreement shall not be amended, modified, canceled or abrogated without the prior written consent of the City.

Sec. 8. Invalidation of any part or parts of this Covenant by judgment or other court action shall in no way affect any of the other provisions, which shall remain in full force and effect.

Sec. 9. This Agreement shall be construed and enforced in accordance with the laws of the State of Missouri.

Sec. 10. Upon the effective date of this Covenant, the City shall file this Covenant in the Office for recording real estate documents in Clay County, Missouri, and shall be binding on Owner, its successors, assigns and transferees.

Sec. 11. Owner shall jointly and severally release, hold harmless, indemnify and defend City and its agents, officers and employees from any and all responsibility, liability, loss, damage or expense resulting to Owner or to any person or property caused by or incidental as to the design, function, construction, maintenance or failure to maintain The Facilities.

EXHIBIT "A"

PROPERTY BOUNDARY DESCRIPTION:

All that part of the Southwest Quarter of Section 27, Township 52, Range 32, in Kansas City, Clay County, Missouri, described as follows:

Beginning at the Northwest corner of Lot 73, KELLYBROOK FIRST PLAT, a subdivision in said City and State, said point being on the South Right-of-Way line of NE 108th Street as now established; Thence South 11° 11' 28" West, a distance of 239.08 feet, this and the following fifteen (15) courses being along the boundary of said KELLYBROOK FIRST PLAT; Thence along a curve to the left, to which the preceding course is radial, having a radius of 475.00 feet, an arc distance of 64.23 feet; Thence South 03° 26' 35" West, along a line radial to the preceding course, a distance of 120.87 feet; Thence South 89° 48' 42" East, a distance of 27.77 feet; Thence South 06° 26' 23" East, a distance of 119.94 feet; Thence along a curve to the left, to which the preceding course is radial, having a radius of 1225.00 feet, an arc distance of 10.65 feet; Thence South 06° 56' 17" East, along a line radial to the preceding course, a distance of 171.61 feet; Thence South 89° 45' 43" West, a distance of 4.28 feet; Thence South 01° 09' 56" West, a distance of 129.39 feet; Thence along a curve to the left, to which the preceding course is radial, having a radius of 1030.00 feet, an arc distance of 16.72 feet; Thence South 00° 14' 08" West, along a line radial to the preceding course, a distance of 175.00 feet; Thence South 79° 06' 43" West, a distance of 85.25 feet; Thence South 30° 19' 52" East, a distance of 150.00 feet; Thence along a curve to the left, to which the preceding course is radial, having a radius of 285.00 feet, an arc distance of 57.61 feet; Thence South 41° 54' 44" East, along a line radial to the preceding course, a distance of 190.41 feet; Thence South 32° 27' 23" West, a distance of 37.17 feet; Thence South 29° 10' 14" West, a distance of 89.14 feet; Thence South 31° 30' 03" West, a distance of 132.33 feet; Thence North 59° 01' 51" West, a distance of 163.88 feet; Thence South 30° 58' 09" West, a distance of 59.26 feet; Thence North 59° 01' 51" West, a distance of 180.00 feet; Thence South 30° 58' 09" West, a distance of 71.00 feet; Thence North 59° 01' 51" West, a distance of 50.49 feet; Thence North 45° 42' 22" West, a distance of 63.11 feet; Thence North 03° 44' 39" West, a distance of 85.06 feet; Thence South 85° 53' 57" West, a distance of 175.05 feet; Thence North 04° 06' 03" West, a distance of 52.54 feet; Thence South 85° 53' 57" West, a distance of 120.00 feet; Thence South 04° 06' 03" East, a distance of 70.00 feet; Thence South 03° 25' 01" East, a distance of 66.42 feet; Thence South 04° 42' 11" West, a distance of 61.56 feet; Thence South 61° 43' 34" West, a distance of 200.00 feet to a point on the Easterly boundary of KELLYBROOK FIFTH PLAT, a subdivision in said City and State; Thence South 73° 48' 38" West, a distance of 26.70 feet, this and the following four (4) courses being along said boundary; Thence North 00° 47' 47" East, a distance of 133.56 feet; Thence North 25° 26' 44" West, a distance of 197.07 feet; Thence North 19° 43' 16" East, a distance of 42.84 feet; Thence North 20° 19' 47" East, a distance of 87.92 feet to a point on the Southerly Right-of-Way of NE 106th Street as established with the GENERAL WARRANTY DEED filed February 28, 2008, as Document No. 2008006772, in Book 5918, at Page 41; Thence Southeasterly along a curve to the left, with an Initial Tangent Bearing of South 72° 44' 34" East and a radius of 930.00 feet, an arc distance of 196.83 feet to a point of tangency, this and the following four (4) courses being along said Right-of-Way; Thence South 84° 52' 08" East, a distance of 139.81 feet; Thence North 05° 07' 52" East, a distance of 60.00 feet; Thence North 84° 52' 08" West, a distance of 139.81 feet, to a point of curve; Thence along a curve to the right, having a radius of 870.00 feet, an arc distance of 24.78 feet, to a point on the boundary of Standard Covenant for Storm Water Detention Facility w/BMPs Ver. 09-30-2009

BFPT-T1678

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that parcel of land described in Exhibit "A" to the WARRANTY DEED filed December 28, 2007 as Document No. 2007051693, in Book 5881, at Page 186; Thence North 33° 47' 48" East, a distance of 91.48 feet, this and the following twelve (12) courses being along said described boundary; Thence North 42° 36' 44" East, a distance of 111.81 feet; Thence North 53° 22' 05" East, a distance of 74.05 feet; Thence North 36° 37' 55" West, a distance of 72.16 feet; Thence North 28° 11' 20" West, a distance of 96.77 feet; Thence North 14° 17' 34" West, a distance of 96.77 feet; Thence North 01° 02' 25" West, a distance of 72.01 feet; Thence North 00° 11' 22" East, a distance of 150.01 feet; Thence North 10° 30' 42" West, a distance of 68.97 feet; Thence North 28° 18' 27" West, a distance of 110.93 feet; Thence North 17° 40' 30" East, a distance of 147.85 feet; Thence North 60° 31' 20" East, a distance of 75.75 feet; Thence North 01° 34' 21" East, a distance of 92.29 feet to a point on the South Right-of-Way of said NE 108th Street, as now established; Thence South 89° 30' 59" East, along said Right-of-Way, a distance of 718.27 feet to the Point of Beginning.

Containing 26.82 acres, more or less.

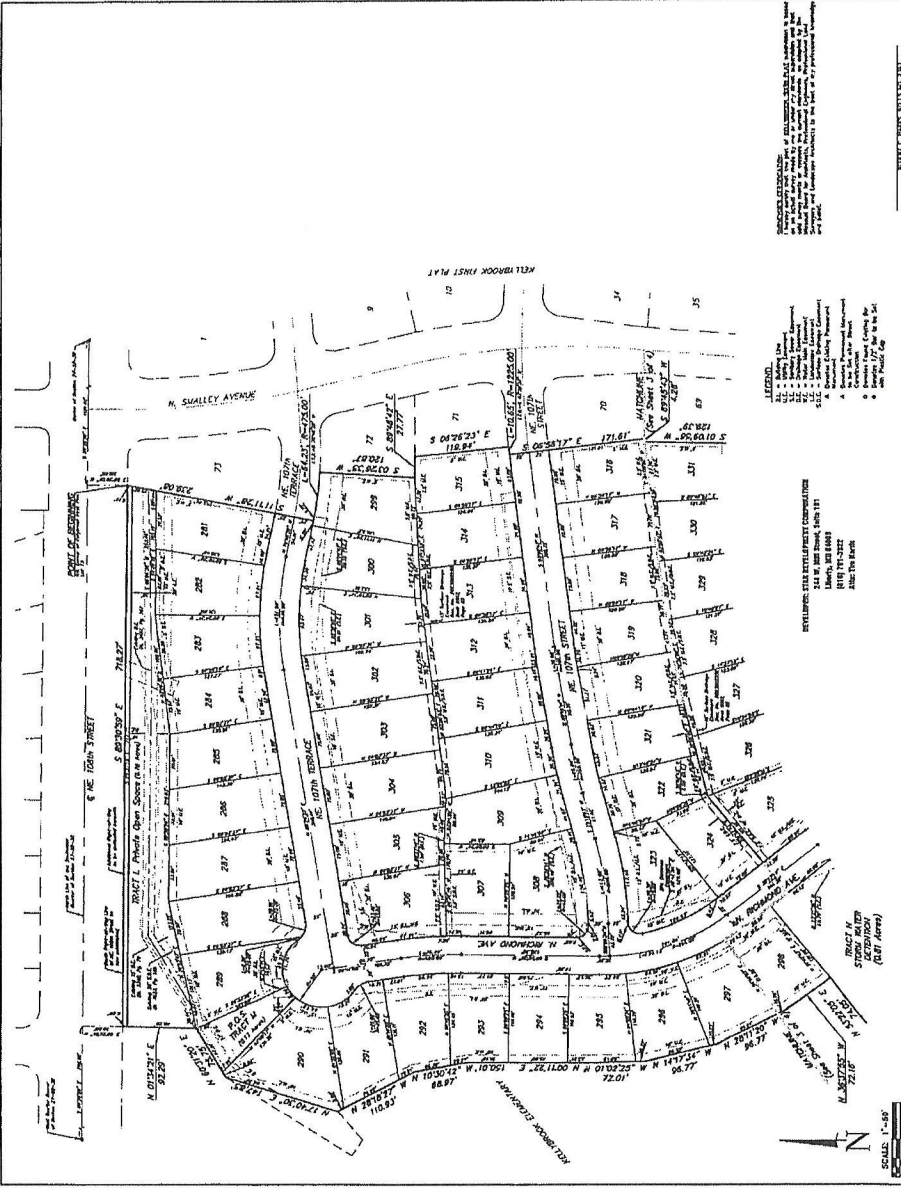
Standard Covenant for Storm Water Detention Facility w/BMPs Ver. 09-30-2009
Page 7

BFPT-T1678

FINAL PLAT
KELLYBROOK SIXTH PLAT
IN THE SW QUARTER OF SEC. 27, TWP. 52, RNG 32
KANSAS CITY, CLAY COUNTY, MISSOURI

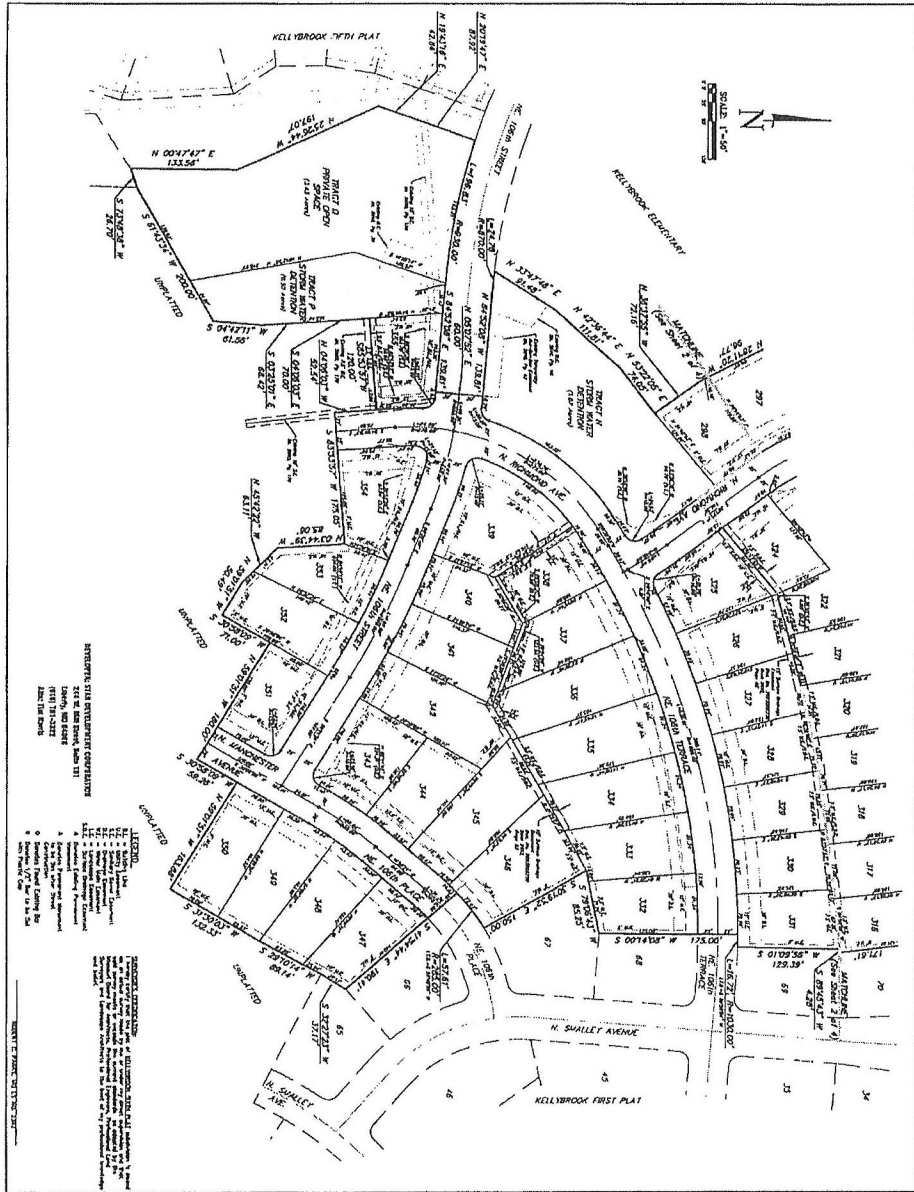
DATE	07/27/20
BY	J.P. HARRIS
CHECKED BY	J.P. HARRIS
APPROVED BY	J.P. HARRIS
SCALE	AS SHOWN
PROJECT	STORM WATER DETENTION FACILITY
OWNER	STORM WATER DETENTION FACILITY
PREPARED BY	STORM WATER DETENTION FACILITY
REVISIONS	

WILSON & KINGS ENGINEERS, INC.
 111 NORTH MAIN STREET, SUITE 110
 KANSAS CITY, MISSOURI 64108
 (816) 452-2000 FAX (816) 452-2010
 WILSON@WKENGINEERS.COM



Standard Covenant for Storm Water Detention Facility w/BMPs Ver. 09-30-2009 BFP-T1678

Page 10



<p>AMENDMENTS</p> <p>1. Approved by the Board of Supervisors on 05/01/2023.</p> <p>2. Approved by the Board of Supervisors on 05/01/2023.</p> <p>3. Approved by the Board of Supervisors on 05/01/2023.</p> <p>4. Approved by the Board of Supervisors on 05/01/2023.</p> <p>5. Approved by the Board of Supervisors on 05/01/2023.</p> <p>6. Approved by the Board of Supervisors on 05/01/2023.</p> <p>7. Approved by the Board of Supervisors on 05/01/2023.</p> <p>8. Approved by the Board of Supervisors on 05/01/2023.</p> <p>9. Approved by the Board of Supervisors on 05/01/2023.</p> <p>10. Approved by the Board of Supervisors on 05/01/2023.</p>		<p>FINAL PLAT KELLYBROOK SIXTH PLAT IN THE SW QUARTER OF SEC. 27, TWP. 52, RNG 32 KANSAS CITY, CLAY COUNTY, MISSOURI</p>	<p>Wiederich & Pines Engineers, Inc. 114.0 CERTIFICATE OF AUTHORITY 05-0000017 111 NORTH BARK, SUITE #10 BETHLEHEM, MISSOURI 64520 (417) 254-2000 FAX (417) 252-8712 WWW.WPEINC.COM</p>
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Clay County, Missouri
Sandra Brock, Recorder of Deeds

Certificate Number: **29047.RD.2312101581.10**

Certification County: Clay County, Missouri

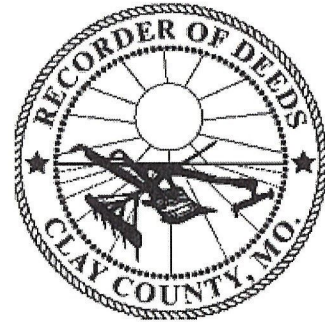
Certification Date: May 01, 2023

Certification Time: 10:09:57 AM

State of Missouri, }
County of Clay } SS

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Sandra Brock by Aubrey Dist
Sandra Brock, Recorder of Deeds } Deputy

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Instr #: 2023008402

Book: 9545 Page: 151

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Pages: 5

Fee: \$36.00 S 2023C007301



Sandra Brock
Recorder of Deeds

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Supplemental Declaration
of Covenants, Restrictions, Easements,
Charges, Assessments and Liens
for
Kellybrook
(6th Plat Annexation)

This Supplemental Declaration ("Supplemental Declaration") is made on April 6, 2023, by Star Development Corporation ("Declarant"). The Declarant is both "Grantor" and "Grantee".

Mailing Address of Grantor and Grantee is: 244 W. Mill, Ste. 101, Liberty, MO 64068.

Reference Pages:

1. Book 3609 Page 747
2. Book 4480 Page 799
3. Book 5177 Page 83
4. Book 6829 at Page 158
5. Book 7015 at Page 170
6. Book 7256 at Page 115
7. Book 7716 at Page 73
8. Book 8430 at Page 157
9. Book J Page 8.1 (6th Plat)

Legal Descriptions: Pages 1 and 2.

Recitals

1. On or about April 18, 2002, Declarant recorded that certain **Declaration of Covenants, Restrictions, Easements, Charges, Assessments and Liens for Kellybrook** ("Declaration") in Book 3609, Page 747, Document No. R07895, Clay County Recorder of Deeds, covering real property ("Property") legally described as:

Page 1

SAM

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Lots 1 through 73, inclusive, **Kellybrook 1st Plat**, a subdivision in Kansas City, Clay County, Missouri, according to the recorded plat thereof, together with any portions described in said plat as having been dedicated for public or quasi public use.

2. On or about January 23, 2004, Declarant recorded that certain **Supplemental Declaration of Covenants, Restrictions, Easements, Charges, Assessments and Liens for Kellybrook** in Book 4480 Page 799 Document No. S 48931 Clay County Recorder of Deeds, covering real property, to be annexed to the Property, legally described as:

Lots 74 through 144, inclusive, **Kellybrook 2nd Plat**, a subdivision in Kansas City, Clay County, Missouri, according to the recorded plat thereof, together with any portions described in said plat as having been dedicated for public or quasi public use,

And also

Tracts D, E and F, **Kellybrook 2nd Plat**, a subdivision in Kansas City, Clay County, Missouri, according to the recorded plat thereof

And also

Tracts A, B and C, **Kellybrook 1st Plat**, a subdivision in Kansas City, Clay County, Missouri, according to the recorded plat thereof,

3. On or about October 17, 2005, Declarant recorded that certain **Supplemental Declaration of Covenants, Restrictions, Easements, Charges, Assessments and Liens for Kellybrook** in Book 5177 Page 83, Document No. 2005050547 Clay County Recorder of Deeds, covering real property, to be annexed to the Property, legally described as:

Lots 145 through 217, inclusive, **Kellybrook 3rd Plat**, a subdivision in Kansas City, Clay County, Missouri, according to the recorded plat thereof, together with any portions described in said plat as having been dedicated for public or quasi public use,

And also

Tracts A and B, **Kellybrook 3rd Plat**, a subdivision in Kansas City, Clay County, Missouri, according to the recorded plat thereof

4. On or about April 30, 2012, Declarant recorded that certain **Supplemental Declaration of Covenants, Restrictions, Easements, Charges, Assessments and Liens for Kellybrook** in Book 6829 at Page 158, Document No. 2012016493 Clay County Recorder of Deeds, covering real property, to be annexed to the Property, legally described as: Lot 218, **Kellybrook 4th Plat**, a subdivision in Kansas City, Clay County, Missouri, according to the recorded plat thereof
5. On or about January 17, 2013, Declarant recorded that certain **Supplemental Declaration of Covenants, Restrictions, Easements, Charges, Assessments and Liens for Kellybrook** in Book 7015 at Page 170, Document No. 2013002092 Clay County Recorder of Deeds, covering real property, to be de-annexed from the Property, legally described as: Lot 218, **Kellybrook 4th Plat**, a subdivision in Kansas City, Clay County, Missouri, according to the recorded plat thereof.
6. On or about February 10, 2014, Declarant recorded that certain **Supplemental Declaration of Covenants, Restrictions, Easements, Charges, Assessments and Liens for Kellybrook** in Book 7256 at Page 115, Document No. 2014003661 Clay County Recorder of Deeds, amending the Declaration in one or more respects.
7. On or about May 17, 2016, Declarant recorded that certain **Supplemental Declaration of Covenants, Restrictions, Easements, Charges, Assessments and Liens for Kellybrook** in Book 7716 at Page 73, Document No. 2016015698 Clay County Recorder of Deeds, covering real property, to be annexed to the Property, legally described as:

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Lots 219 through 280, inclusive, **Kellybrook 5th Plat**, a subdivision in Kansas City, Clay County, Missouri, according to the recorded plat thereof, together with any portions described in said plat as having been dedicated for public or quasi-public use,

And also

Tracts H, I, J and K, **Kellybrook 5th Plat**, a subdivision in Kansas City, Clay County, Missouri, according to the recorded plat thereof

8. On or about June 10th, 2019, Declarant recorded that certain **Supplemental Declaration of Covenants, Restrictions, Easements, Charges, Assessments and Liens for Kellybrook** in Book 8430 at Page 157, Document No. 2014003661 Clay County Recorder of Deeds, amending the Declaration in one or more respects.
9. Declarant herewith executes this **Supplemental Declaration of Covenants, Restrictions, Easements, Charges, Assessments and Liens for Kellybrook**, covering real property, to be annexed to the Property (the "Annexed Property"), legally described as:

Lots 281 through 355, inclusive, **Kellybrook 6th Plat**, a subdivision in Kansas City, Clay County, Missouri, according to the recorded plat thereof, together with any portions described in said plat as having been dedicated for public or quasi-public use,

And also

Tracts L, M, N, O and P, **Kellybrook 6th Plat**, a subdivision in Kansas City, Clay County, Missouri, according to the recorded plat thereof

10. The plat for the Annexed Property is being concurrently recorded in the Book and at the Page for same as indicated on page 1 of this instrument (Clay County Recorder of Deeds).
11. Declarant desires that the Annexed Property be, by these presents, added to the "Property" described in the Declaration (including the previously annexed property) so that the Annexed Property shall be benefitted and burdened by the Declaration, the same as if Annexed Property was designated in the Declaration as part of the original Property.
12. Article XI of the Declaration provides that other property may be annexed to and become a part of the "Property" therein described by a "Supplemental Declaration". The Annexed Property qualifies for annexation in accordance with said Article XI.

**Article 1
Incorporation by Reference**

Except to the extent expressly inconsistent herewith, all definitions contained in the Declaration, and all terms of the Declaration, are incorporated by reference herein except that:

A. The "Declaration" shall include the original Declaration as well as this and any subsequent Supplemental Declaration.

B. The "Property" shall be that real property described, in the aggregate, as the above-mentioned Property and the Annexed Property, and such additional property as may hereafter be subjected to the terms of the Declaration pursuant to one of more Supplemental Declarations.

Article 2
Expansion of Declaration-Annexation of Property

A. The Declaration, and all provisions thereof, is hereby extended to bind, burden and extend to each and every part of the Property and the Annexed Property, the same as if each and every part of the Property and the Annexed Property had originally been made subject to the Declaration and had been therein defined as the "Property". Without limiting the generality of the foregoing, each owner of the Annexed Property shall be required to be, become and remain at all times a member of the Kellybrook Homeowners' Association, Inc., with corresponding duties to pay annual and special assessments as provided in the Declaration.

B. As to the Annexed Property only, the following shall apply, notwithstanding any provision of the Declaration to the contrary:

"Declarant, as owner of the Annexed Property (but not any other property described on other Exhibits or herein described) shall be held, sold, used and conveyed subject to the following additional covenants, restrictions and easements (in addition to and not in lieu of those stated in the Declaration; however, if any provision of the following shall conflict with the Declaration, the following provisions shall prevail, control and govern). The following additional covenants, restrictions and easements shall run with such Annexed Property only and with the title to such land and shall be binding on all parties having or acquiring any right, title or interest in such land. Such amendments and restrictions shall be for an initial term of twenty years after the date on which this instrument has been recorded and shall be automatically renewed for subsequent terms of twenty years each unless 66.66% of the then owners of the Annexed Property shall execute and record an instrument terminating these restrictions within the two-year period next preceding any such automatic renewal.

1. Square Footage Requirements. No single family residence shall be erected on any Lot which contains less than the following minimum square footage areas:
 - A. For two story homes, not less than 2,000 square feet of enclosed floor area with not less than 1,000 square feet on the first floor.
 - B. For one and a half story homes, not less than 1,300 square feet of enclosed floor area with not less than 800 square feet of enclosed floor area on the first floor.
 - C. For single level (so called "ranch") homes, not less than 1,500 square feet of enclosed floor area.
 - D. For tri-level homes, not less than 1,800 square feet of enclosed floor area.
 - E. While all homes erected on any Lot must have a basement, in no event shall any so called underground or "earth contact" homes be permitted. The phrase "enclosed floor area" as used herein shall mean and include areas of the residence enclosed and finished for all year occupancy, computed on outside measurements of the residence, and shall not mean or include any areas in basements, garages, carports, porches or attics. However, in its sole discretion, the DRC may include finished lower level living areas situated on hillside Lots as part of the area of the Structure. Notwithstanding the foregoing, a residence containing less than the minimum enclosed floor area provided herein may be erected on any Lot with the recommended approval of the DRC and the Board.
2. Garages. All garages must be fully enclosed and must be attached to the main dwelling house and, unless specifically approved by the DRC (which approval may be withheld in the DRC's sole discretion), all said garages must be either front entry or so called "side entry" garages (i.e., no rear entry garages shall be permitted unless the DRC shall determine, in its sole discretion, that front or side entry garages are not feasible on such Lot). All garages must be equipped with doors which shall be kept closed as much as practicable so as to preserve the appearance of Project as a whole. All residences erected on any Lot shall contain not less than two (2) nor more than three (3) garages of sufficient size to accommodate a standard size passenger motor vehicle.
3. It is understood that the Declarant shall have the right to enforce the rules and regulations set forth above in the manner as provided in this instrument.

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