



Kansas City

414 E. 12th Street
Kansas City, MO
64106

Legislation Text

File #: 220008

ORDINANCE NO. 220008

Approving the plat of Genesis Place Estates – Second Plat, an addition in Platte County, Missouri, on approximately 20 acres generally located north of N. Adrian Avenue and N.W. Old Stagecoach Road, creating 73 lots and 1 tract for the purpose of constructing a 73 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-2021-00009)

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the plat of Genesis Place Estates – Second Plat, a subdivision in Platte 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 #: 220008

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 Platte County, Missouri.

Section 7. That the Council finds that the City Plan Commission has duly recommended its approval of this plat on May 18, 2021.

Approved as to form and legality:

Eduard Alegre

Eduard Alegre
Assistant City Attorney



Authenticated as Passed

Quinton Lucas
Quinton Lucas, Mayor

Marilyn Sanders
Marilyn Sanders, City Clerk

JAN 13 2022

Date Passed

This is to certify that General Taxes for 2021, 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

Jerome
By Kansas City

Dated, 3-2, 2022

Recorded in Platte County, Missouri

Recording Date/Time: 03/23/2022 at 09:28:35 AM

Instr Number: 2022004031

Book: 1375 Page: 586

Type: DE ORD

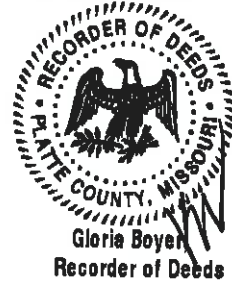
Pages: 3

Fee: \$27.00 E



Grantor: KANSAS CITY MISSOURI CITY OF

Grantee: GENESIS PLACE ESTATES 2ND PLAT



PLATTE COUNTY MISSOURI CERTIFICATION RECORDER OF DEEDS

EXEMPT DOCUMENT

The Recorder of Deeds has added this page to your document per
compliance with State law under Exempt Status.
RSMo 59.310.4 (effective January 1, 2002)

Gloria Boyer
Recorder of Deeds
415 Third St., Suite 70
Platte City, MO 64079

This Page is Part Of The Document – Do Not Detach

First American

5/3

Recorded In Platte County, Missouri

Recording Date/Time: 03/23/2022 at 09:28:35 AM

Instr Number: 2022004037

Book: 1375 Page: 591

Type: DR PART

Pages: 3

Fee: \$52.00 N



Grantor: MUTUAL SAVINGS ASSOC

Grantee: GREEN HILLS INVESTORS LLC



PLATTE COUNTY MISSOURI CERTIFICATION RECORDER OF DEEDS

NON-STANDARD DOCUMENT

The Recorder of Deeds has added this page to your document
per compliance with State law and you have been charged the fee of \$25.00
for a non-standard Document
RSMo 59.310.3 (effective January 1, 2002)

Gloria Boyer
Recorder of Deeds
415 Third St., Suite 70
Platte City, MO 64079

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First American

DEED OF RELEASE
(PARTIAL - CORPORATION)

This Deed of Release Witnesseth, that Mutual Savings Association, FSA a corporation organized and existing under the laws of the State of Kansas, have/having its principal place of business in Leavenworth County, Kansas, owner and holder of the note evidencing the debt secured by the Construction Deed of Trust with Future Advances and Future Obligations Governed by Section 443.055 RSMO executed by Green Hills Investors, LLC, a Missouri limited liability dated June 24, 2016 and recorded June 28, 2016 in the office of the Recorder of Deeds for Platte County, Missouri, as Instrument Number 2016008373, in Book 1263 at Page 173, Request for Notice of Sale executed by ESS Properties, LLC, a Missouri limited liability company dated June 28, 2016 and recorded June 28, 2016 in the office of the Recorder of Deeds for Platte County, Missouri, as Instrument Number 2016008426 in Book 1263 at Page 226 for value received does hereby release from the lien and effect of said Construction Deed of Trust and Request for Notice of Sale the following part of the property therein described, to-wit:

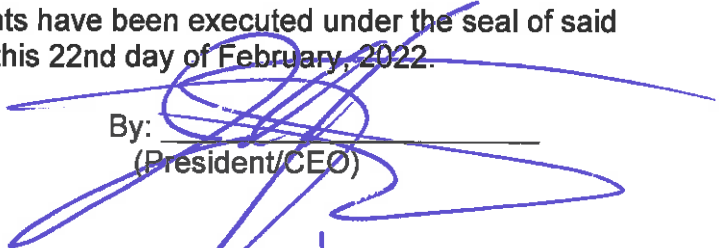
The streets as shown on the plat of GENESIS PLACE ESTATES - SECOND PLAT, a subdivision of land in Kansas City, Platte County, Missouri, according to the recorded plat thereof by the instrument recorded as Document No. 2022004132, Book 22, Page 346

and the undersigned hereby subordinates the lien and effect of said Deed of Trust to the easements, lot lines and building lines as shown on said plat. Provided, however, that this partial release shall not prejudice the lien of Deed of Trust on the remaining property therein described.

IN WITNESS WHEREOF, these presents have been executed under the seal of said corporation, pursuant to due authority, this 22nd day of February, 2022.

(SEAL)

By: _____
(President/CEO)



In the State of Kansas, County of Lavenworth, on this 22nd day of February 2022, before, the undersigned, a Notary Public, in and to me personally know, who being by me duly sworn did say that he/she is President/CEO of the corporation named in the foregoing deed of release, and that the seal thereto affixed is the corporate seal of the corporation and that said deed of release was signed and sealed in behalf of said corporation by authority of its Board of Directors and said Joshua Hoppes acknowledged said instrument to be the free act and deed of said corporation. Witness my hand and seal subscribed and affixed in said County and State, the day and year above written.

Larry D. Meredith Jr.
Notary Public

My commission expires 9-7-2023

Larry D. Meredith Jr.



Recorded in Platte County, Missouri

Recording Date/Time: 03/23/2022 at 09:28:35 AM

Instr Number: 2022004036

Book: 1375 Page: 590

Type: DR PART

Pages: 3

Fee: \$52.00 N



Grantor: MUTUAL SAVINGS ASSOC

Grantee: ASHLAR HOMES LLC



**PLATTE COUNTY MISSOURI CERTIFICATION
RECORDER OF DEEDS**

NON-STANDARD DOCUMENT

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per compliance with State law and you have been charged the fee of \$25.00
for a non-standard Document
RSMo 59.310.3 (effective January 1, 2002)

Gloria Boyer
Recorder of Deeds
415 Third St., Suite 70
Platte City, MO 64079

This Page Is Part Of The Document - Do Not Detach

First American

DEED OF RELEASE
(PARTIAL - CORPORATION)

This Deed of Release Witnesseth, that Mutual Savings Association, a corporation organized and existing under the laws of the State of Kansas, have/having its principal place of business in Leavenworth County, Kansas, owner and holder of the note evidencing the debt secured by the Deed of Trust executed by Ashlar Homes, LLC, a Missouri Limited Liability Company dated September 3, 2021 and recorded September 15, 2021 in the office of the Recorder of Deeds for Platte County, Missouri, as Instrument Number 2021017657, in Book 1364 at Page 927, Assignment of Rents executed by Ashlar Homes, LLC dated September 3, 2021 and recorded September 15, 2021 in the office of the Recorder of Deeds for Platte County, Missouri as Instrument Number 2021017658 in Book 1364 at Page 928 for value received does hereby release from the lien and effect of said Deed of Trust and Assignment of Rents the following part of the property therein described, to-wit:

The streets as shown on the plat of GENESIS PLACE ESTATES - SECOND PLAT, a subdivision of land in Kansas City, Platte County, Missouri, according to the recorded plat thereof by the instrument recorded as Document No. 2022004132 Book 22, Page 346.

and the undersigned hereby subordinates the lien and effect of said Deed of Trust to the easements, lot lines and building lines as shown on said plat. Provided, however, that this partial release shall not prejudice the lien of Deed of Trust on the remaining property therein described.

IN WITNESS WHEREOF, these presents have been executed under the seal of said corporation, pursuant to due authority, this 22nd day of February 2022.

(SEAL)

By: _____
(President/CEO)

In the State of Kansas, County of Leavenworth on this 22nd day of February 2022, before, the undersigned, a Notary Public, in and to me personally know, who being by me duly sworn did say that he/she is President/CEO of the corporation named in the foregoing deed of release, and that the seal thereto affixed is the corporate seal of the corporation and that said deed of release was signed and sealed in behalf of said corporation by authority of its Board of Directors and said Joshua Hopper acknowledged said instrument to be the free act and deed of said corporation. Witness my hand and seal subscribed and affixed in said County and State, the day and year above written.

Larry D. Meredith Jr.
Notary Public

My commission expires 9-7-2023

Larry D. Meredith Jr.



82
13

Recorded in Platte County, Missouri

Recording Date/Time: 03/23/2022 at 09:28:35 AM

Instr Number: 2022004035

Book: 1375 Page: 589

Type: DE COV

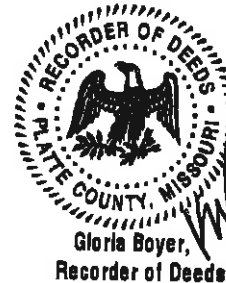
Pages: 13

Fee: \$82.00 N



Grantor: KANSAS CITY MISSOURI

Grantee: ASHLAR HOMES LLC



**PLATTE COUNTY MISSOURI CERTIFICATION
RECORDER OF DEEDS**

NON-STANDARD DOCUMENT

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for a non-standard Document

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Gloria Boyer
Recorder of Deeds
415 Third St., Suite 70
Platte City, MO 64079

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First American

**COVENANT TO MAINTAIN STORM WATER DETENTION AND BMP FACILITIES
PLAT OF GENESIS PLACE ESTATES – SECOND PLAT**

THIS COVENANT made and entered into this ^{as of} 31 day of January, 2022, by and between Kansas City, Missouri, a constitutionally chartered Municipal corporation (**City**), and of Ashlar Homes, an LLC, (**Owner**).

WHEREAS, Owner has an interest in certain real estate generally located at the Northeast of Old Stage Coach Road and the Northwest of N Adrian Avenue in Kansas City, of Platte 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 Genesis Place Estates – Second 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 60-132 and Tract A 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 Tract A of Genesis Place Estates – First Plat as shown on Exhibit “C” attached hereto, 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 the 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 of Tract A of Genesis Place Estates – First Plat.
- b. Maintain the pipes, structures, BMPs, grounds, and appurtenances for the Facilities located on Tract A of Genesis Place Estates – First Plat.
- 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 Tract A of Genesis Place Estates – First Plat to the limits prescribed by the Kansas City Code of Ordinances.
- f. Maintain the grades within Tract A of Genesis Place Estates – First Plat pursuant to the approved plan on file in the office of the Director of City Planning & Development and identified as File No 2021-031.
- 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 Tract A of Genesis Place Estates – First Plat 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 A of Genesis Place Estates – First Plat, and/or the owners of Lots 60-132 and Tract A served by the Facility on Tract A of Genesis Place Estates – First Plat;
- b. Assess a lien on either the Tract A of Genesis Place Estates – First Plat or on the Lots 60-132 and Tract A or both served by the Facility on Tract A of Genesis Place Estates – First Plat
- c. Maintain suit against Owner, and/or the owner of Tract A of Genesis Place Estates – First Plat and/or the owners of Lots 60-132 and Tract A served by the Facility on Tract A of Genesis Place Estates – First Plat 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 A of Genesis Place Estates – First Plat and Lots 60-132 and Tract A of Genesis Place Estates – Second Plat not less than thirty (30) days before it begins maintenance of The Facilities.

Sec. 3. Owner and/or the owner of Tract A of Genesis Place Estates – First Plat 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 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:
Ashlar Homes
LLC
PO Box 399 Blue Springs, MO 64015
Shawn Woods
Phone: (816) 228-1188
Fax: (816) 228-8566

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 Platte 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.

ATTESTATION BY CITY CLERK:

KANSAS CITY, MISSOURI

Monica Savelus for
City Clerk

By: Jay Williams
Director of City Planning and Development

Approved as to form:

Earl Ane
Assistant City Attorney

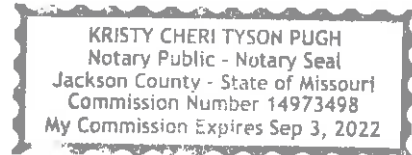
STATE OF MISSOURI)
) SS
COUNTY OF Jackson)

BE IT REMEMBERED that on this 31 day of January, 2022, before me, the undersigned, a notary public in and for the county and state aforesaid, came Jay Williams, Director of City Planning and Development, of Kansas City, Missouri, a corporation duly organized, incorporated and existing under and by virtue of the laws of the State of Missouri, and Monica Savelus for, City Clerk of Kansas City, Missouri, who are personally known to me to be the same persons who executed, as officials, the within instrument on behalf of Kansas City, Missouri, and such persons duly acknowledge the execution of the same to be the act and deed of said Kansas City, Missouri.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

Kristy Cheri Tyson Pugh
Notary Public

My Commission Expires: September 3, 2022



OWNER
Genesis Homes Association
c/o FirstService Residential
11125 NW Ambassador Drive, Suite 200
Kansas City, MO 64153
Marci Bein-Aime, President
Phone: (816) 414-5300
Fax: (816) 414-0061

I hereby certify that I have authority to execute this document on behalf of Owner.
By: Marci Bein-Aime
Title: HOA President
Date: 01.11.2022

- Check one:
 Sole Proprietor
 Partnership
 Corporation
 Limited Liability Company LLC

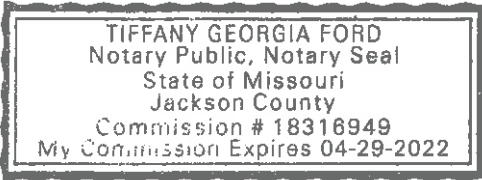
Attached corporate seal if applicable

STATE OF MISSOURI)
) SS
COUNTY OF Jackson)

BE IT REMEMBERED that on this 11 day of January, 2022 before me, the undersigned notary public in and for the county and state aforesaid, came Marci Bein-Aime, to me personally known, who being by me duly sworn did say that he/she/they is/are the President of Genesis Homes Association, and that said instrument was signed on behalf of said non-profit corporation by authority of its Members and acknowledged said instrument to be the free act and deed of said non-profit corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

Tiffany Georgia Ford
Notary Public



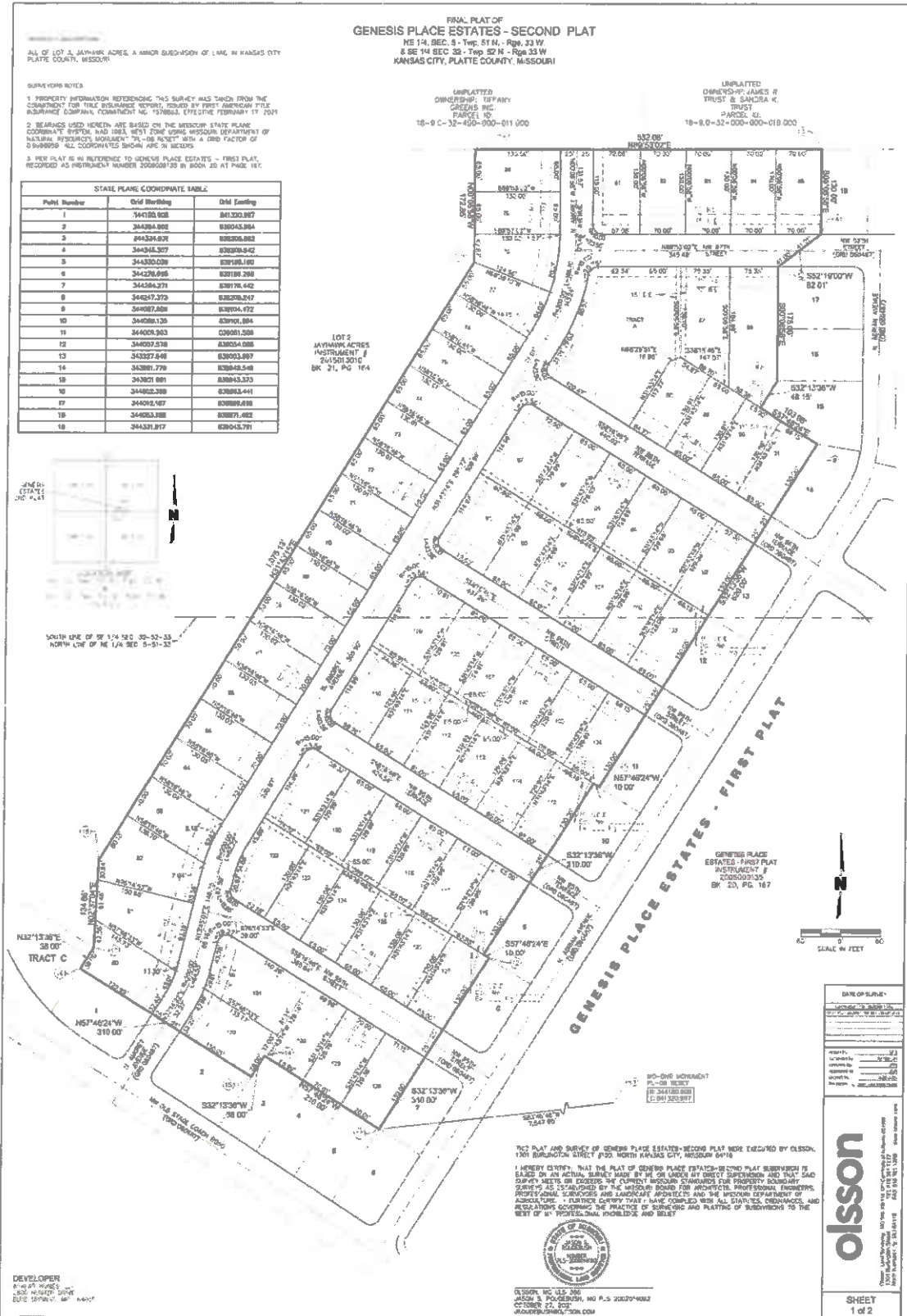
My Commission Expires: 4 29 2022

EXHIBIT "A"

PROPERTY DESCRIPTION:

ALL OF LOT 3, JAYHAWK ACRES, A MINOR SUBDIVISION OF LAND IN KANSAS CITY, PLATTE COUNTY, MISSOURI

EXHIBIT "B"



PLAN DESCRIPTION
THE PLAN IS A SUBDIVISION OF THE LANDS SHOWN THEREIN AND IS TO BE KNOWN AS GENESIS PLACE ESTATES - SECOND PLAT. THE PLAN IS TO BE RECORDED IN THE PUBLIC RECORDS OF THE COUNTY OF MISSOURI, CITY OF PLATE, MISSOURI.

DEVELOPER
MRS. J. J. HARRIS
1001 S. MAIN ST.
PLATE, MISSOURI 64651

1. THE PROPERTY HEREIN DESCRIBED IS SUBJECT TO THE RIGHTS OF THE STATE OF MISSOURI AND THE COUNTY OF MISSOURI, CITY OF PLATE, MISSOURI, IN THE MATTER OF THE ESTATE OF JAMES HARRIS, DECEASED, AS SET FORTH IN THE WILL OF SAID DECEASED, RECORDED IN THE PUBLIC RECORDS OF THE COUNTY OF MISSOURI, CITY OF PLATE, MISSOURI, IN BOOK 10 AT PAGE 119.

2. THE PROPERTY HEREIN DESCRIBED IS SUBJECT TO THE RIGHTS OF THE STATE OF MISSOURI AND THE COUNTY OF MISSOURI, CITY OF PLATE, MISSOURI, IN THE MATTER OF THE ESTATE OF JAMES HARRIS, DECEASED, AS SET FORTH IN THE WILL OF SAID DECEASED, RECORDED IN THE PUBLIC RECORDS OF THE COUNTY OF MISSOURI, CITY OF PLATE, MISSOURI, IN BOOK 10 AT PAGE 119.

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GENESIS PLACE ESTATES - SECOND PLAT
NET 24.00 AC. - 24.00 AC. (24.00 AC.)
PLATE, MISSOURI

DEVELOPER
MRS. J. J. HARRIS
1001 S. MAIN ST.
PLATE, MISSOURI 64651

1. THE PROPERTY HEREIN DESCRIBED IS SUBJECT TO THE RIGHTS OF THE STATE OF MISSOURI AND THE COUNTY OF MISSOURI, CITY OF PLATE, MISSOURI, IN THE MATTER OF THE ESTATE OF JAMES HARRIS, DECEASED, AS SET FORTH IN THE WILL OF SAID DECEASED, RECORDED IN THE PUBLIC RECORDS OF THE COUNTY OF MISSOURI, CITY OF PLATE, MISSOURI, IN BOOK 10 AT PAGE 119.

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GENESIS PLACE ESTATES - SECOND PLAT
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DEVELOPER
MRS. J. J. HARRIS
1001 S. MAIN ST.
PLATE, MISSOURI 64651

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THESE TERMS AND CONDITIONS APPLY TO THE ENTIRE PROJECT AND SHALL BE CONSIDERED A PART OF THE PLAT. THE DEVELOPER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE DEVELOPER SHALL BE RESPONSIBLE FOR THE COST OF ALL SURVEYS AND RECORDING FEES. THE DEVELOPER SHALL BE RESPONSIBLE FOR THE COST OF ALL UTILITIES AND ERECTION OF ALL UTILITIES. THE DEVELOPER SHALL BE RESPONSIBLE FOR THE COST OF ALL ERECTION OF ALL UTILITIES. THE DEVELOPER SHALL BE RESPONSIBLE FOR THE COST OF ALL ERECTION OF ALL UTILITIES.

olsson
SHEET 2 OF 2
1001 S. MAIN ST.
PLATE, MISSOURI 64651

EXHIBIT "C"

GENESIS PLACE ESTIMATES - FIRST PLAT
A SUBMISSION BY KANSAS CITY PLASTER COUNTY JUDICIAL
SHEET 1 OF 3 (INDEX)

DUSTIN
L.S. & S.A.
INC. OF KANSAS
REGISTERED PROFESSIONAL ENGINEER
NO. 14768-KS

ITEM	DESCRIPTION	QUANTITY	UNIT	PRICE	TOTAL
1.00	GENERAL NOTES	1	SECTION	1.00	1.00
2.00	FOUNDATION	1	SECTION	1.00	1.00
3.00	ROOFING	1	SECTION	1.00	1.00
4.00	WALLS	1	SECTION	1.00	1.00
5.00	INTERIORS	1	SECTION	1.00	1.00
6.00	EXTERIORS	1	SECTION	1.00	1.00
7.00	MECHANICAL	1	SECTION	1.00	1.00
8.00	ELECTRICAL	1	SECTION	1.00	1.00
9.00	PLUMBING	1	SECTION	1.00	1.00
10.00	PAINTING	1	SECTION	1.00	1.00
11.00	LANDSCAPING	1	SECTION	1.00	1.00
12.00	CONCRETE	1	SECTION	1.00	1.00
13.00	STEEL	1	SECTION	1.00	1.00
14.00	WOOD	1	SECTION	1.00	1.00
15.00	GLASS	1	SECTION	1.00	1.00
16.00	MECHANICAL	1	SECTION	1.00	1.00
17.00	ELECTRICAL	1	SECTION	1.00	1.00
18.00	PLUMBING	1	SECTION	1.00	1.00
19.00	PAINTING	1	SECTION	1.00	1.00
20.00	LANDSCAPING	1	SECTION	1.00	1.00

GENERAL NOTES:

1. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE KANSAS BUILDING CODES AND ALL APPLICABLE LOCAL ORDINANCES.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSURANCE.
3. ALL MATERIALS AND WORKMANSHIP SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE LOCAL AUTHORITY.
4. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
5. ALL UTILITIES SHALL BE LOCATED AND DEPTH MARKED PRIOR TO CONSTRUCTION.
6. PROTECT ALL EXISTING UTILITIES AND STRUCTURES TO REMAIN.
7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL ADJACENT PROPERTIES.
8. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.
9. THE CONTRACTOR SHALL MAINTAIN A NEAT AND ORDERLY WORK SITE AT ALL TIMES.
10. ALL MATERIALS SHALL BE STORED PROPERLY ON THE WORK SITE.
11. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DISPOSAL OF ALL WASTE MATERIALS.
12. ALL WORK SHALL BE COMPLETED TO THE SATISFACTION OF THE ARCHITECT AND LOCAL AUTHORITY.
13. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES TO REMAIN.
14. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.
15. THE CONTRACTOR SHALL MAINTAIN A NEAT AND ORDERLY WORK SITE AT ALL TIMES.
16. ALL MATERIALS SHALL BE STORED PROPERLY ON THE WORK SITE.
17. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DISPOSAL OF ALL WASTE MATERIALS.
18. ALL WORK SHALL BE COMPLETED TO THE SATISFACTION OF THE ARCHITECT AND LOCAL AUTHORITY.

SECTION 1: FOUNDATION

1.1. ALL FOUNDATION WORK SHALL BE IN ACCORDANCE WITH THE KANSAS FOUNDATION CODE.

1.2. ALL FOUNDATION WORK SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE LOCAL AUTHORITY.

1.3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSURANCE.

1.4. ALL FOUNDATION WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.

1.5. THE CONTRACTOR SHALL MAINTAIN A NEAT AND ORDERLY WORK SITE AT ALL TIMES.

1.6. ALL MATERIALS SHALL BE STORED PROPERLY ON THE WORK SITE.

1.7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DISPOSAL OF ALL WASTE MATERIALS.

1.8. ALL WORK SHALL BE COMPLETED TO THE SATISFACTION OF THE ARCHITECT AND LOCAL AUTHORITY.

1.9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES TO REMAIN.

1.10. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.

1.11. THE CONTRACTOR SHALL MAINTAIN A NEAT AND ORDERLY WORK SITE AT ALL TIMES.

1.12. ALL MATERIALS SHALL BE STORED PROPERLY ON THE WORK SITE.

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1.15. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES TO REMAIN.

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1.24. ALL MATERIALS SHALL BE STORED PROPERLY ON THE WORK SITE.

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1.26. ALL WORK SHALL BE COMPLETED TO THE SATISFACTION OF THE ARCHITECT AND LOCAL AUTHORITY.

1.27. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES TO REMAIN.

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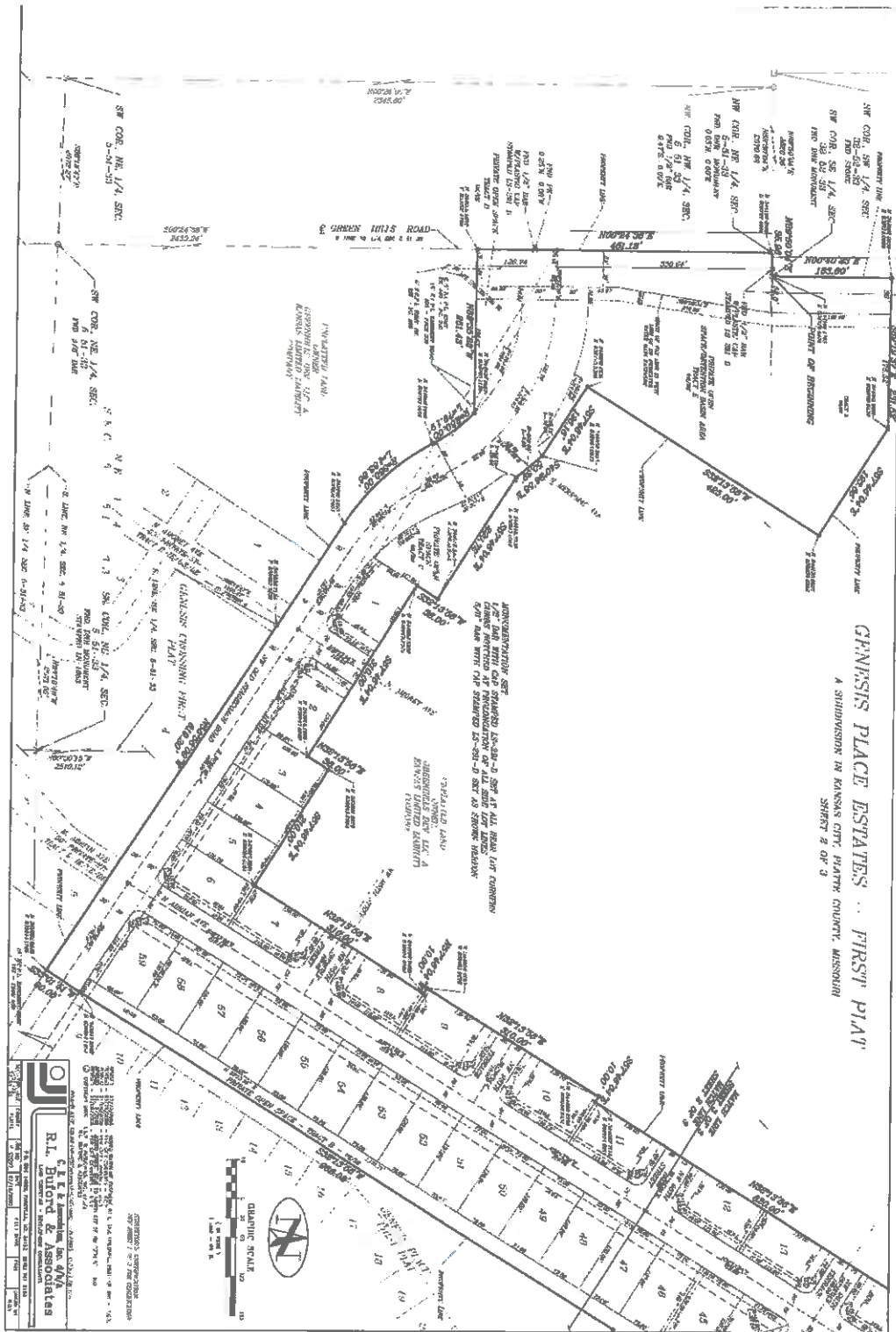
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1.99. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES TO REMAIN.

2.00. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.



Recorded in Platte County, Missouri

Recording Date/Time: 03/23/2022 at 09:28:35 AM

Instr Number: 2022004033

Book: 1375 Page: 587

Type: DE ANNEX

Pages: 10

Fee: \$73.00 N



Grantor: ASHLAR HOMES LLC

Grantee: GENESIS HOMES ASSOCIATION INC



**PLATTE COUNTY MISSOURI CERTIFICATION
RECORDER OF DEEDS**

NON-STANDARD DOCUMENT

The Recorder of Deeds has added this page to your document
per compliance with State law and you have been charged the fee of \$25.00
for a non-standard Document
RSMo 59.310.3 (effective January 1, 2002)

Gloria Boyer
Recorder of Deeds
415 Third St., Suite 70
Platte City, MO 64079

This Page Is Part Of The Document - Do Not Detach

First American

ANNEXATION AGREEMENT

This Annexation Agreement is made as of Feb. 22, 2021, between ASHLAR HOMES, LLC, a Missouri limited liability company ("Ashlar"), and GENESIS HOMES ASSOCIATION, INC., a Missouri non-profit corporation ("Association").

WHEREAS, Association is the owners' association for the residential subdivision in the City of Kansas City, Platte County, Missouri known as "Genesis Place" and "Genesis Place Estates" (the "Subdivision"); and

WHEREAS, the Subdivision is subject to a certain Declaration of Easements, Covenants, Conditions and Restrictions for Genesis Place Estates recorded in the office of the Recorder of Deeds of Platte County, Missouri (the "Recording Office") in Book 1083 at Page 0301 (the "Declaration"); and

WHEREAS, Ashlar is the owner of certain land adjacent to the Subdivision (as described on Exhibit A attached hereto) (the "Additional Land") and desires to plat such land into residential lots and a common area and to submit such land to the Declaration and to be governed by the Association; and

WHEREAS, the Association is willing to allow the Additional Land to become subject to the Declaration and governed by the Association, upon the terms and conditions set forth below;

NOW, THEREFORE, the parties agree as follows:

1. The Association hereby authorizes Ashlar to record a supplemental declaration to the Declaration for the purpose of annexing the Additional Land into the Subdivision and subjecting the Additional Land to the Declaration and the governance of the Association. Attached hereto as Exhibit B is the form of supplemental declaration that has been approved by the Association (the "Supplemental Declaration"). Once the final plat for the Additional Land has been recorded in the Recording Office, Ashlar will execute and record the Supplemental Declaration in the Recording Office.

2. Notwithstanding any provisions of the Declaration or Supplemental Declaration to the contrary, the following shall apply:

(a) Ashlar shall act and serve as the "Architectural Committee" for the initial construction of all residences and related improvements to be constructed on the lots within the Additional Land. In the exercise of such rights of the Architectural Committee, Ashlar agrees to comply with the mandatory provisions of the Declaration, such as, without limitation, minimum building sizes and required building materials. Once each residence is completed with the issuance of a final certificate of occupancy and the residence has an initial occupant(s), Ashlar's rights to act as the Architectural Committee with respect to such lot shall cease.

(b) Upon the completion of the residence on each lot in the Additional Land and the initial occupancy of such residence, Ashlar will pay the sum of \$1,200.00 to the Association with respect to such lot. These payments shall be segregated by the

Association from the Association's other funds and may only be used by the Association to install, construct and erect additional recreational facilities for use by all of the lots in the Subdivision.

(c) In addition to the payments from Green Hills described in subsection (b) above, each lot in the Additional Land shall be required to pay an initiation fee to the Association to the extent set forth in the Declaration.

(d) After the construction of all improvements required by the City to be located on the common areas within the Additional Land and prior to completion of the last residence to be built on the lots in the Additional Land, Ashlar will convey to the Association title to the common area tracts in the Additional Land. Such conveyance will be without charge to the Association and will be by special warranty deed, free and clear of all deeds of trust, mechanic's liens and judgment liens. Following such conveyance, the Association shall be responsible for the mowing, maintenance, insuring, and control of the conveyed common area tracts.

3. The parties agree that the common area included within the Additional Land shall satisfy the obligation of Green Hills Investors, LLC (an affiliate of Ashlar) to provide a common area tract of at least 1.25 acres to enable the Association to construct, at the Association's expense, recreational facilities for use of the Subdivision (as originally agreed to in the Annexation Agreement dated March 2, 2018 between the Association and Green Hills Investors, LLC).

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed and delivered.

ASHLAR:

ASHLAR HOMES, LLC


By:


Name: Shawn T. Woods
Title: Member


ASSOCIATION:

GENESIS HOMES ASSOCIATION, INC.

By:


Name: Marci Bien-Aime
Title: President

By:

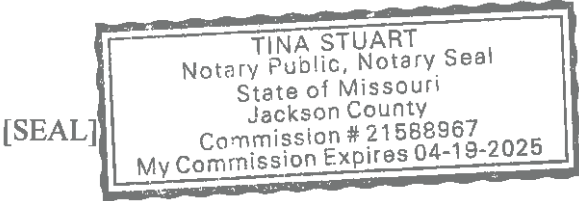

Name: RALPH M. ERWIN
Title: Secretary

STATE OF Missouri)
COUNTY OF Jackson) ss.

BE IT REMEMBERED, that on the 22nd day of February, 2022, before me, the undersigned notary public in and for the county and state aforesaid, came Shawn T. Woods, to me personally known, who being by me duly sworn did say that he is the member of ASHLAR HOMES, LLC, 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 WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

My Commission Expires: 4/19/25



Tina Stuart
Signature of Notary Public in and for said County and State
Print Name: Tina Stuart

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

On this 22nd day of February, 2022, before me, a Notary Public, appeared Marci Bien-Aimé and Ralph M Erwin, to me personally known, who, being by me duly sworn did say that they are the President and Secretary, respectively, of GENESIS HOMES ASSOCIATION, INC., a Missouri non-profit corporation, and that said instrument was signed on behalf of said corporation by authorization of its Board of Directors and membership and said individuals acknowledged said instrument to be the free act and deed of said non-profit corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

My Commission Expires: 4/19/25



Tina Stuart
Signature of Notary Public in and for said County and State
Print Name: Tina Stuart

EXHIBIT A

LEGAL DESCRIPTION – ADDITIONAL LAND

The land to be platted as:

Lots 60 through 132 and Tract A, GENESIS PLACE ESTATES –
SECOND PLAT, a subdivision in City of Kansas City, Platte
County, Missouri.

EXHIBIT B

**SUPPLEMENTAL DECLARATION OF
EASEMENTS, COVENANTS, CONDITIONS,
AND RESTRICTIONS FOR GENESIS PLACE ESTATES
ADDITIONAL PHASE
(Second Plat)**

THIS SUPPLEMENTAL DECLARATION is made as of the 22 day of Feb., 2022, by ASHLAR HOMES, LLC, a Missouri limited liability company (the "Developer") and GENESIS HOMES ASSOCIATION, INC., a Missouri non-profit corporation (the "Association");

WITNESSETH:

WHEREAS, the Developer has executed and filed with the Office of the Recorder of Deeds of Platte County, Missouri (the "Recording Office"), an additional plat of the subdivision known as "Genesis Place Estates"; and

WHEREAS, such plat adds the following lots to the subdivision (the "Additional Lots") and the following tract to the subdivision:

Lots 60 through 132 and Tract A, GENESIS PLACE ESTATES - SECOND PLAT, a subdivision in City of Kansas City, Platte County, Missouri.

WHEREAS, the Developer, as the owner of the Additional Lots and as the successor "Developer", and the Association, as the homes association, desire to subject the Additional Lots to the covenants, restrictions, easements, assessments, and other provisions contained in that certain Declaration of Easements, Covenants, Conditions, and Restrictions for Genesis Place Estates, executed by the Developer's predecessor and filed with the Recording Office in Book 1083 at Page 0301 (the "Original Declaration").

NOW, THEREFORE, in consideration of the premises, the Developer, for itself and for its successors and assigns, and for its future grantees, and the Association hereby agree and declare that all of the Additional Lots shall be, and they hereby are, subject to the covenants, restrictions, easements and other provisions set forth in the Original Declaration. This instrument shall have the effect of subjecting the Additional Lots to all of the provisions of the Original Declaration as though the Additional Lots had been originally described therein and subject to the provisions thereof.

Tract A of Genesis Place Estates - Second Plat is a "Common Areas" under the Original Declaration.

By executing this Supplemental Declaration, the Association represents that it has obtained the required consent hereto from its membership as set forth in Section 13.1 of the Original Declaration.

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

ASHLAR HOMES, LLC

By: [Signature]
Shawn T. Woods, Member

STATE OF Missouri)
COUNTY OF Jackson) ss.

BE IT REMEMBERED, that on the 18th day of February, 2022, before me, the undersigned notary public in and for the county and state aforesaid, came **Shawn T. Woods**, to me personally known, who being by me duly sworn did say that he is the member of ASHLAR HOMES, LLC, 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 WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

My Commission Expires: 4/19/25

Tina Stuart
Signature of Notary Public in and for said County and State

[SEAL]

Print Name: Tina Stuart



GENESIS HOMES ASSOCIATION, INC.

By: Marci Bien-Ainie
Name: Marci Bien-Ainie
Title: President

By: Ralph M. Erwin
Name: RALPH M. ERWIN
Title: Secretary

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

On this 22 day of February, 2022, before me, a Notary Public, appeared marci Bien-Ainie and Ralph M. Erwin, to me personally known, who, being by me duly sworn did say that they are the President and Secretary, respectively, of GENESIS HOMES ASSOCIATION, INC., a Missouri non-profit corporation, and that said instrument was signed on behalf of said corporation by authorization of its Board of Directors and membership and said individuals acknowledged said instrument to be the free act and deed of said non-profit corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

My Commission Expires: 4-29-2022

Tiffany Georgia Ford
Signature of Notary Public in and for said
County and State

Print Name: Tiffany Georgia Ford

[SEAL]



FINAL PLAT OF
GENESIS PLACE ESTATES - SECOND PLAT

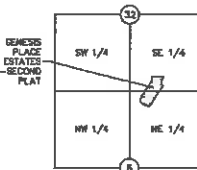
NE 1/4, SEC. 5 - Twp. 51 N. - Rge. 33 W.
& SE 1/4 SEC. 32 - Twp. 52 N. - Rge. 33 W.
KANSAS CITY, PLATTE COUNTY, MISSOURI

PROPERTY DESCRIPTION

ALL OF LOT 3, JAYHAWK ACRES, A MINOR SUBDIVISION OF LAND IN KANSAS CITY, PLATTE COUNTY, MISSOURI LOCATED IN THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 52 NORTH, RANGE 33 WEST AND NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 51 NORTH, RANGE 33 WEST OF THE FIFTH PRINCIPAL MERIDIAN RECORDED AS INSTRUMENT NUMBER 2010013010 IN BOOK 21 AT PAGE 164 IN PLATTE COUNTY RECORDS OF DEEDS OFFICE BEING BOUNDARY AND DESCRIBED BY OR UNDER THE DIRECT SUPERVISION OF JASON E. HOUDELMAN, P.L.S. COORDINATES AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 3, ALSO BEING THE NORTHWEST CORNER OF LOT 6, GENESIS PLACE ESTATES - FIRST PLAT, A SUBDIVISION OF LAND IN SAID KANSAS CITY RECORDED AS INSTRUMENT NUMBER 2006009133 IN BOOK 20 AT PAGE 167 IN SAID PLATTE COUNTY RECORDS OF DEEDS OFFICE; THENCE NORTH 57°46'24" WEST ON THE SOUTHERLY LINE OF SAID LOT 3, ALSO BEING THE WESTERLY LINE OF SAID GENESIS PLACE ESTATES - FIRST PLAT, 210.00 FEET; THENCE SOUTH 32°13'36" WEST ON SAID SOUTHERLY AND SAID WESTERLY LINE 50.00 FEET; THENCE NORTH 57°46'24" WEST ON SAID SOUTHERLY AND SAID WESTERLY LINE 210.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 3; THENCE NORTH 32°13'36" EAST ON SAID WESTERLY LINE AND WESTERLY LINE OF SAID LOT 3, A DISTANCE OF 38.00 FEET TO THE SOUTHWEST CORNER OF LOT 2 OF SAID JAYHAWK ACRES; THENCE LEAVING SAID WESTERLY LINE OF SAID GENESIS PLACE ESTATES - FIRST PLAT, NORTH 02°37'04" EAST ON SAID WESTERLY LINE OF SAID LOT 3, ALSO BEING THE EASTERLY LINE OF SAID LOT 2, A DISTANCE OF 134.68 FEET; THENCE NORTH 37°43'15" EAST ON SAID WESTERLY AND SAID EASTERLY LINE 1,073.13 FEET; THENCE NORTH 00°05'58" WEST ON SAID WESTERLY AND SAID EASTERLY LINE 172.85 FEET TO THE NORTHEAST CORNER OF SAID LOT 2, ALSO BEING THE NORTHWEST CORNER OF SAID LOT 3; THENCE NORTH 89°23'02" EAST ON THE NORTH LINE OF SAID LOT 3, ALSO IN FEET TO THE NORTHEAST CORNER OF SAID LOT 3, ALSO BEING THE NORTHWEST CORNER OF LOT 18 OF SAID GENESIS PLACE ESTATES - FIRST PLAT; THENCE SOUTH 89°23'02" EAST ON SAID EASTERLY LINE AND SAID WESTERLY LINE 63.01 FEET; THENCE SOUTH 00°05'58" EAST ON SAID EASTERLY LINE AND SAID WESTERLY LINE 172.00 FEET; THENCE SOUTH 32°13'36" WEST ON SAID EASTERLY LINE AND SAID WESTERLY LINE 48.16 FEET; THENCE SOUTH 57°46'24" EAST ON SAID EASTERLY LINE AND SAID WESTERLY LINE 103.00 FEET; THENCE SOUTH 32°13'36" WEST ON SAID EASTERLY LINE AND SAID WESTERLY LINE 63.00 FEET; THENCE NORTH 57°46'24" WEST ON SAID EASTERLY LINE AND SAID WESTERLY LINE 103.00 FEET; THENCE SOUTH 32°13'36" WEST ON SAID EASTERLY LINE AND SAID WESTERLY LINE 310.00 FEET; THENCE SOUTH 57°46'24" EAST ON SAID EASTERLY LINE AND SAID WESTERLY LINE 10.00 FEET; THENCE SOUTH 32°13'36" WEST ON SAID EASTERLY LINE AND SAID WESTERLY LINE 310.00 FEET TO THE POINT OF BEGINNING, CONTAINING 81,073.5 SQUARE FEET OR 20.00 ACRES, MORE OR LESS.

SURVEYORS NOTES:

- PROPERTY INFORMATION REFERENCING THIS SURVEY WAS TAKEN FROM THE COMMITMENT FOR TITLE INSURANCE REPORT, ISSUED BY FIRST AMERICAN TITLE INSURANCE COMPANY, COMMITMENT NO. 1591073, EFFECTIVE OCTOBER 18, 2021
- BEARINGS USED HEREON ARE BASED ON THE MISSOURI STATE PLANE COORDINATE SYSTEM HAD 1983, WEST ZONE USING MISSOURI DEPARTMENT OF NATURAL RESOURCES MONUMENT "PL-08 RESET" WITH A GRID FACTOR OF 0.999995. ALL COORDINATES SHOWN ARE IN METERS.
- THE ANTILOG AND HOSE EASEMENT RECORDED AS INSTRUMENT NUMBER 2022002994 IN BOOK 1374 AT PAGE 156 IN THE PLATTE COUNTY RECORDS OF DEEDS OFFICE, RECORDED ON FEBRUARY 22, 2022 FULLY ENCOMPASSES THIS PLAT.

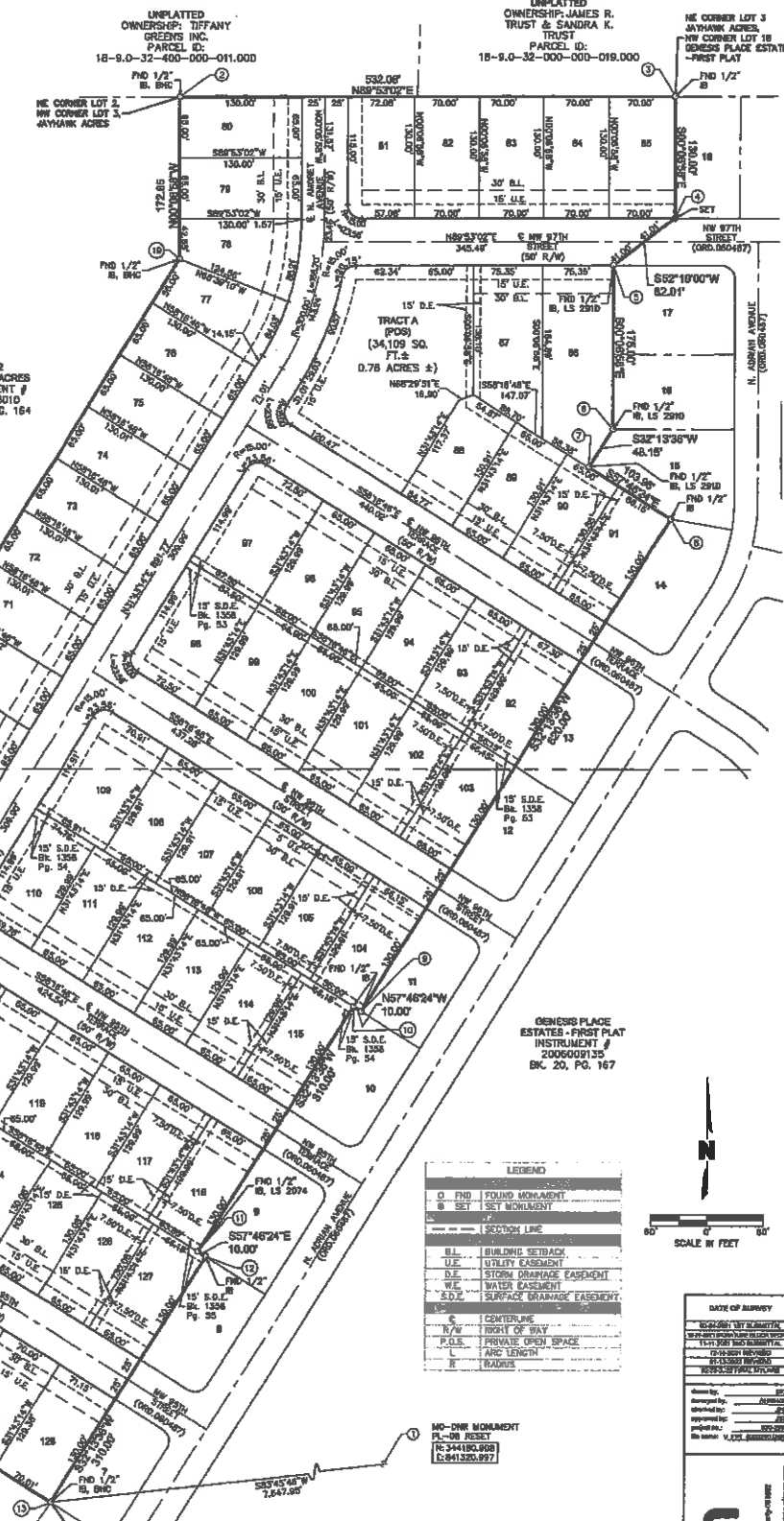


LOCATION MAP
Sec. 5, Twp. 51 N., Rge. 33 W.
Sec. 32, Twp. 52 N., Rge. 33 W.
(N.T.S.)

SOUTH LINE OF SE 1/4 SEC. 32 - T25N - R33W
NORTH LINE OF NE 1/4 SEC. 5 - T51N - R33W

TRACT C

DEVELOPER:
ASHLAR HOMES, LLC
2804 HUNTER DRIVE
BLUE SPRINGS, MO, 64015



LEGEND

○	FOUND MONUMENT
●	SET MONUMENT
---	SECTION LINE
B.L.	BUILDING SETBACK
U.E.	UTILITY EASEMENT
D.E.	STORM DRAINAGE EASEMENT
W.E.	WATER EASEMENT
S.D.E.	SURFACE DRAINAGE EASEMENT
⊕	CENTERS
R/W	RIGHT OF WAY
P.O.S.	PRIVATE OPEN SPACE
L	ARC LENGTH
⊥	TRABES



DATE OF SURVEY

DESIGNED BY	BLM
DRAWN BY	BLM
CHECKED BY	BLM
APPROVED BY	BLM
DATE	02/23/2022
BY	J. OLSSON

THIS PLAT AND SURVEY OF GENESIS PLACE ESTATES-SECOND PLAT WERE EXECUTED BY OLSSON, 1301 BURLINGTON STREET #200, NORTH KANSAS CITY, MISSOURI 64116.

I HEREBY CERTIFY THAT THE PLAT OF GENESIS PLACE ESTATES-SECOND PLAT SUBDIVISION IS BASED ON AN ACTUAL SURVEY MADE BY ME OR UNDER MY DIRECT SUPERVISION AND THAT SAID SURVEY METS OR EXCEEDS THE CURRENT MISSOURI STANDARDS FOR PROPERTY BOUNDARY SURVEYS AS ESTABLISHED BY THE MISSOURI BOARD FOR ARCHITECTURAL, PROFESSIONAL ENGINEERS, PROFESSIONAL SURVEYORS AND LANDSCAPE ARCHITECTS AND THE MISSOURI DEPARTMENT OF AGRICULTURE. I FURTHER CERTIFY THAT I HAVE COMPLIED WITH ALL STATUTES, ORDINANCES, AND REGULATIONS GOVERNING THE PRACTICE OF SURVEYING AND PLATING OF SUBDIVISIONS TO THE BEST OF MY PROFESSIONAL KNOWLEDGE AND BELIEF.



OLSSON, NO. CLE. 361
27275 P. MISSOURI, MO. PLS. 2000147886
FEBRUARY 23, 2022
JAC@OLSSON.COM

olsson

1301 Burlington Street #200
North Kansas City, MO 64116
913.251.1177
www.olsson.com

SHEET
1 of 2

8

39
6

Recorded in Platte County, Missouri

Recording Date/Time: 03/23/2022 at 09:28:35 AM

Instr Number: 2022004034

Book: 1375 Page: 588

Type: DE DEC

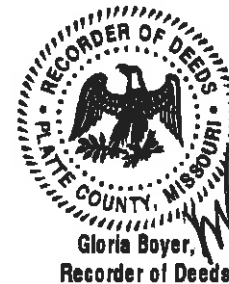
Pages: 6

Fee: \$39.00 S



Grantor: ASHLAR HOMES LLC

Grantee: ASHLAR HOMES LLC



(Space above reserved for Recorder of Deeds certification)

Title of Document: Supplemental Declaration of Easements, Covenants, Conditions, and Restrictions for Genesis Place Estates Additional Phase (Second Plat)

Date of Document: Feb 22, 2022

Grantor(s): Ashlar Homes, LLC
Genesis Homes Association, Inc.

Grantee(s): Ashlar Homes, LLC
Genesis Homes Association, Inc.

Grantee(s) Mailing Address(es): P.O. Box 399
Blue Springs, MO 64014

Legal Description: Lots 60 through 132 and Tract A, GENESIS PLACE ESTATES – SECOND PLAT, a subdivision in City of Kansas City, Platte County, Missouri.

Reference Book and Page(s): Book 1083 at Page 0301

After recording return to:
Woodworth Law Firm, LLC
Stanley N. Woodworth, Esq.
7400 West 132nd Street, Suite 180
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.)

First American

**SUPPLEMENTAL DECLARATION OF
EASEMENTS, COVENANTS, CONDITIONS,
AND RESTRICTIONS FOR GENESIS PLACE ESTATES
ADDITIONAL PHASE
(Second Plat)**

THIS SUPPLEMENTAL DECLARATION is made as of the 22 day of Feb., 2022, by ASHLAR HOMES, LLC, a Missouri limited liability company (the "**Developer**") and GENESIS HOMES ASSOCIATION, INC., a Missouri non-profit corporation (the "**Association**");

WITNESSETH:

WHEREAS, the Developer has executed and filed with the Office of the Recorder of Deeds of Platte County, Missouri (the "**Recording Office**"), an additional plat of the subdivision known as "Genesis Place Estates"; and

WHEREAS, such plat adds the following lots to the subdivision (the "**Additional Lots**") and the following tract to the subdivision:

Lots 60 through 132 and Tract A, GENESIS PLACE ESTATES -
SECOND PLAT, a subdivision in City of Kansas City, Platte
County, Missouri.

WHEREAS, the Developer, as the owner of the Additional Lots and as the successor "Developer", and the Association, as the homes association, desire to subject the Additional Lots to the covenants, restrictions, easements, assessments, and other provisions contained in that certain Declaration of Easements, Covenants, Conditions, and Restrictions for Genesis Place Estates, executed by the Developer's predecessor and filed with the Recording Office in Book 1083 at Page 0301 (the "**Original Declaration**").

NOW, THEREFORE, in consideration of the premises, the Developer, for itself and for its successors and assigns, and for its future grantees, and the Association hereby agree and declare that all of the Additional Lots shall be, and they hereby are, subject to the covenants, restrictions, easements and other provisions set forth in the Original Declaration. This instrument shall have the effect of subjecting the Additional Lots to all of the provisions of the Original Declaration as though the Additional Lots had been originally described therein and subject to the provisions thereof.

Tract A of Genesis Place Estates - Second Plat is a "Common Areas" under the Original Declaration.

By executing this Supplemental Declaration, the Association represents that it has obtained the required consent hereto from its membership as set forth in Section 13.1 of the Original Declaration.

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

ASHLAR HOMES, LLC

By: [Signature]
Shawn T. Woods, Member

STATE OF Missouri)
COUNTY OF Jackson) ss.

BE IT REMEMBERED, that on the 18th day of February, 2021, before me, the undersigned notary public in and for the county and state aforesaid, came **Shawn T. Woods**, to me personally known, who being by me duly sworn did say that he is the member of ASHLAR HOMES, LLC, 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 WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

My Commission Expires: 4/19/25

Tina Stuart
Signature of Notary Public in and for said County and State

Print Name: Tina Stuart

[SEAL]



GENESIS HOMES ASSOCIATION, INC.

By: Marci Bien-Aime
Name: Marci Bien-Aime
Title: President

By: Ralph M. Erwin
Name: RALPH M. ERWIN
Title: Secretary

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

On this 22 day of February, 2022, before me, a Notary Public, appeared marci Bien-Aime and Ralph M. Erwin, to me personally known, who, being by me duly sworn did say that they are the President and Secretary, respectively, of GENESIS HOMES ASSOCIATION, INC., a Missouri non-profit corporation, and that said instrument was signed on behalf of said corporation by authorization of its Board of Directors and membership and said individuals acknowledged said instrument to be the free act and deed of said non-profit corporation.

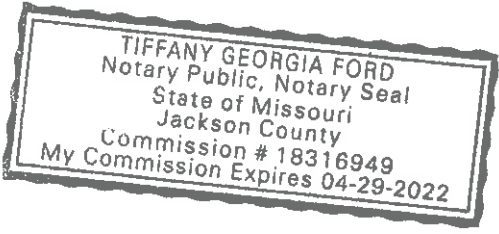
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

My Commission Expires: 4-29-2022

Tiffany Georgia Ford
Signature of Notary Public in and for said
County and State

[SEAL]

Print Name: Tiffany Georgia Ford



FINAL PLAT OF GENESIS PLACE ESTATES - SECOND PLAT NE 1/4, SEC. 6 - Twp. 51 N. - Rge. 33 W. & SE 1/4 SEC. 32 - Twp. 52 N. - Rge. 33 W. KANSAS CITY, PLATTE COUNTY, MISSOURI

PROPERTY DESCRIPTION:

ALL OF LOT 3, JAYHAWK ACRES, A MAJOR SUBDIVISION OF LAND IN KANSAS CITY, PLATTE COUNTY, MISSOURI LOCATED IN THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 51 NORTH, RANGE 33 WEST AND NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 51 NORTH, RANGE 33 WEST OF THE FIFTH PRINCIPAL MERIDIAN...

SURVEYOR'S NOTES:

- 1. PROPERTY INFORMATION REFERENCING THIS SURVEY WAS TAKEN FROM THE COMMITMENT FOR TITLE INSURANCE REPORT, ISSUED BY FIRST AMERICAN TITLE INSURANCE COMPANY, COMMITMENT NO. 1601075, EFFECTIVE OCTOBER 19, 2021
2. BEARINGS USED HEREON ARE BASED ON THE MISSOURI STATE PLANE COORDINATE SYSTEM, NAD 1983, WEST ZONE USING MISSOURI DEPARTMENT OF NATURAL RESOURCES MONUMENT "L-OB RESET" WITH A GRID FACTOR OF 0.99999628. ALL COORDINATES SHOWN ARE IN METERS.
3. THE AVIATION AND HOUSE EASEMENT RECORDED AS INSTRUMENT NUMBER 2022002584 IN BOOK 1374 AT PAGE 159 BY THE PLATTE COUNTY RECORDER OF DEEDS OFFICE, RECORDED ON FEBRUARY 22, 2022 FULLY ENCOMPASSES THIS PLAT.



Sec 5, Twp. 51 N., Rge. 33 W. & Sec. 32, Twp. 52 N., Rge. 33 W. (N.T.S.)

SOUTH LINE OF SE 1/4 SEC. 32-T52N-833W NORTH LINE OF NE 1/4 SEC. 5-T51N-833W

UNPLATTED OWNERSHIP: TIFFANY GREENS INC. PARCEL ID: P-18-9-0-32-400-000-011.000

UNPLATTED OWNERSHIP: JAMES R. TRUST & SANDRA K. TRUST PARCEL ID: 18-9-0-32-000-000-019.000

NE CORNER LOT 3 JAYHAWK ACRES, NW CORNER LOT 18 GENESIS PLACE ESTATES - FIRST PLAT



LEGEND table with symbols for FOUND MONUMENT, SET MONUMENT, SECTION LINE, BUILDING SETBACK, UTILITY EASEMENT, STORM DRAINAGE EASEMENT, WATER EASEMENT, SURFACE DRAINAGE EASEMENT, CENTERLINE, RIGHT OF WAY, PRIVATE OPEN SPACE, and LENGTH.



DATES OF SURVEY table with columns for DATE, BY WHOM, and FOR WHAT PURPOSE.

THIS PLAT AND SURVEY OF GENESIS PLACE ESTATES-SECOND PLAT WERE EXECUTED BY OLSSON, 1301 BURLINGTON STREET #100, NORTH KANSAS CITY, MISSOURI 64116. I HEREBY CERTIFY THAT THE PLAT OF GENESIS PLACE ESTATES-SECOND PLAT SUBDIVISION IS BASED ON AN ACTUAL SURVEY MADE BY ME OR UNDER MY DIRECT SUPERVISION...



FILE: F:\Projects\2022\18-9-0-32-400-000-011\Drawings\18-9-0-32-400-000-011.dwg DATE: 2/23/2022 10:55:00 AM USER: wjw0164

DEVELOPER: ASHILAR HOMES, LLC 2004 HUNTER DRIVE BLUE SPRINGS, MO. 64015

OLSSON, MO 015 398 JEFFREY P. MEANS, MO PLS 2000147860 FEBRUARY 23, 2022 jpm@olsson.com

