

RECORDER'S CERTIFICATION
JACKSON COUNTY, MISSOURI

11/27/2006 03:02:52 PM

INSTRUMENT TYPE: AMEND FEE: \$48.00 10 Pages



INSTRUMENT NUMBER/BOOK & PAGE:

2006E0127483

ROBERT T. KELLY, DIRECTOR, RECORDER OF DEEDS

(Above Space Reserved for Recorder)

Document Title:	First Amendment to the Declaration of Covenants, Conditions and Restrictions for the Park Ridge Community Improvement District
Document Date:	October 31, 2006
Grantors' Name (for Indexing Purposes Only):	ACH Development, LLC, and P & L Management, LLC
Grantee's Name (for Indexing Purposes Only):	N/A
Statutory/Grantors' address:	3215 N.E. Carnegie Drive, Suite 200 Lee's Summit, MO 64064; and 4801 Main Street, Suite 1000 Kansas City, MO 64112
Description and Recording Information:	2006E0046881

**FIRST AMENDMENT TO THE DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR THE
PARK RIDGE COMMUNITY IMPROVEMENT DISTRICT**

This First Amendment to the Declaration of Covenants, Conditions and Restrictions for the Park Ridge Community Improvement District ("First Amendment") is made and executed this 31st day of October, 2006 (the "Amendment Date") by ACH Development, LLC, and P & L Management, LLC (collectively, the "Declarant").

RECITALS

A. On or about June 22, 2006, Declarant filed a Declaration of Covenants, Conditions and Restrictions for the Park Ridge Community Improvement District in the Office of the Jackson County, Missouri Recorder of Deeds as Document 2006E0046881 (the "Declarations"), which Declarations encumbered such property located in Lee's Summit, Jackson County, Missouri and more particularly described in Exhibit A to the Declarations (the "Property").

B. Pursuant to Section 11.2 of the Declarations, so long as the Declarant is an owner any portion of the Property ("Owner"), the Declarant shall have the right to amend the Declarations without providing notice to, or obtaining the consent of, any other Owner.

C. As of the Amendment Date, the Declarant is an Owner of a significant portion of the Property and desires to amend Exhibit C to the Declaration in order to protect, preserve and enhance the value of the Property.

D. In addition to the Declaration, each Owner shall be furnished with a copy of this First Amendment.

NOW THEREFORE, Declarant hereby amends Exhibit C to the Declaration pursuant to this First Amendment on the terms and conditions set forth below:

1. Exhibit C is hereby deleted from the Declaration and replaced with the following:

EXHIBIT C

PARK RIDGE *MANOR* DESIGN AND CONSTRUCTION GUIDELINES

It is the Owner's and/or Builder's responsibility to assure that all building and design Plans, for any structure located within Park Ridge, are approved by the ARB and the City prior to commencing construction; provided that the ARB shall have final approval of all Plans. Such ARB approval process shall be in accordance with Article 8 of the Declarations.

In addition to the Design Guidelines stated herein, prior to the approval of any Plans the ARB expressly reserves the right to make any additional requirements related to the exterior elevation of each Manor Unit in Park Ridge, which in the ARB's sole discretion, are deemed necessary. *Capitalized terms used, but not defined, in this Design Guideline, shall have the meaning set forth in the Declaration.*

Subject to the Declarations, and pursuant to the foregoing, the following Design Guidelines shall be applicable to all Manor Units:

Landscaping. Each Manor Unit Lot shall include at least \$1,900.00 in landscaping material (not including sod and grading) in the front yard and side yards with at least two (2) shade trees at least 2 inches or over in caliper.

Sod. Sod will be required on the entire Manor Unit Lot. Waivers will be considered in accordance with Article 8 of the Declarations.

Trees. Declarant reserves the right to plant 1-3 trees within 2 years after the construction of the Manor Unit has been completed.

Residence Design. The design of each Manor Unit shall be subject to the approval of the ARB. Colors, materials, finishes and building forms shall be in conformity with the requirements hereof and integrated with the particular landscape and with neighboring properties, particularly with regard to drainage and views. Exterior decks and porches shall be painted or stained to match the exterior color of the Manor Unit or as otherwise approved by the ARB.

Exterior Materials and Colors. Manor Units shall be faced on all sides with quality materials, which shall be subject to the ARB's approval. The exterior of all Manor Units shall have at least 30% brick, stone, stucco or stone veneer. No synthetic brick may be used. All Manor Units are to be painted with earth tone colored paint on the exterior walls. All exterior colors must receive ARB approval. Manor Unit roofs shall be concrete tile, slate or other approved material having at least a thirty (30) year warranty.

Decks. Any Plans for decks, either attached to a Manor Unit or as a separate free-standing structure, shall be approved by the ARB and the City prior to construction.

Garages. Each Manor Unit must have an attached, fully enclosed side or front entry garage for not less than two and not more than four vehicles. Garages shall have the same architectural treatment and be constructed of the same materials as the Manor Unit.

Construction, Location, and Size Guidelines. Once commenced, construction of the Manor Unit will be diligently pursued to completion and may not be left in an unfinished condition for more than 30 days without written approval from the ARB. Minimum square footage guidelines for Manor Units in the designated areas shall be as follows:

- a. One (1) story or ranch Manor Units shall exclude ranch-with-a-basement plans (raised ranch) and have at least 1500 square feet with a minimum two (2) car garage;
- b. Reverse story-and-a-half (1 ½) Manor Units shall have a minimum of 1300 square feet on the first floor, a minimum total of 1800 square feet and a minimum two (2) car garage; and
- c. No split or multi-level Manor Units shall be allowed;

In calculating the foregoing minimum square footage requirements, unfinished basements, finished basements, porches, decks and garages shall not be considered. All Manor Units and associated improvements shall be arranged on each Manor Unit Lot in accordance with ARB and City approved Plans, and shall further be in full compliance with any setback lines, side yard lines or restrictions shown on the applicable Plat. All residences shall be subject to a minimum side yard set-back of at least Five (5) feet and a Twenty (20) foot front yard set-back.

Fencing. Fencing on any Manor Unit Lot may be allowed around the perimeter of the Manor Unit's deck or patio pursuant to the ARB's prior approval.

Authorized Builders. Prior to the Turnover Date, the Developer, while in control of the District and the Board of Directors, reserves the right to approve any Builder intending to construct a Manor Unit.

Outbuildings Prohibited. Outbuildings are not allowed on any Manor Unit Lot.

Swimming Pools Prohibited. Swimming pools are not allowed on any Manor Unit Lot.

Recreational or Play Structures Prohibited. Recreational and play structures are not allowed on any Manor Unit Lot.

Basketball Goals. Basketball goals are not allowed on any Manor Unit Lot.

Tennis Courts. Tennis courts are not allowed on any Manor Unit Lot.

Exterior Lighting. Exterior lighting on any Manor Unit Lot shall consist of a type and style that provides for zero lumens at the Lot's border; provided however during commonly recognized holiday seasons, Owners may exhibit applicable seasonal low light level decorative fixtures mounted on or near the house that do not unreasonably illuminate neighboring property.

Heat Pumps. All Manor Unit homes are required to have a heat pump (dual fuel) with each heating and cooling unit.


Refer to the Park Ridge Declarations for other specific requirements and restrictions.

2. Except as set out in this First Amendment, all of the declarations, covenants, conditions and restrictions stated in the Declarations, and all the rights and obligations under the Declarations, remain in full force and effect, and are not otherwise altered, amended, revised, or changed.

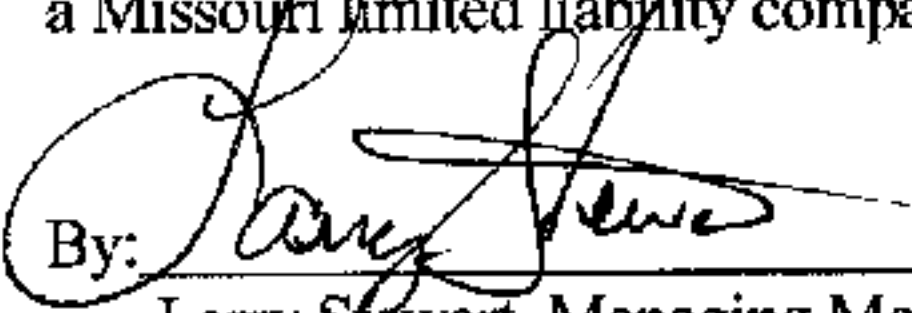
3. This First Amendment may be executed in counterparts, each of which will be an original and all of which counterparts taken together will constitute one and the same amendment.

IN WITNESS WHEREOF, the Declarant has executed this First Amendment as of the Amendment Date.

ACH Development, LLC,
a Missouri limited liability company

By: 
Michael D. Atcheson, Managing Member

P & L Management, LLC,
a Missouri limited liability company

By: 
Larry Stewart, Managing Member

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

On this 31st day of October, 2006, before me, a Notary Public in and for said State, personally appeared Larry Stewart, the Managing Member of P & L Management, LLC, a Missouri limited liability company, known to me to be the person who executed the foregoing First Amendment to the Declaration of Covenants, Conditions, Restrictions and Easements on behalf of said limited liability company, by authority of its members, and acknowledged that he executed the said First Amendment to the Declaration of Covenants, Conditions, Restrictions and Easements for the purposes therein stated, as the free act and deed of said limited liability company.

In Witness Whereof, I have hereunto set my hand and affixed my official seal in said County and State the day and year last above written.

PATRICIA WELCH
Notary Public - State of Missouri
County of Jackson
My Commission Expires May 5, 2007

Patricia Welch
Notary Public
Patricia Welch
(Printed Name)

My Commission Expires:

May 5, 2007

EXHIBIT A

Legal Description of the Property

ALL THAT PART OF THE NE ¼, AND PART OF THE SE ¼ OF SECTION 9-T.48-R.31 AND ALL THAT PART OF THE NW ¼ OF SECTION 10-T.48-R.31 LEE'S SUMMIT AND JACKSON COUNTY, MISSOURI DESCRIBED AS FOLLOWS: COMMENCING AT THE NE CORNER OF THE SE ¼ OF SECTION 9; THENCE N 88°-21'-52"W, ALONG THE NORTH LINE OF SAID SE ¼ (THIS BEARING AND ALL FOLLOWING BEARINGS ARE BASED ON STATE PLANE GRID NORTH AT KANSAS CITY METRO CONTROL STATION JA-134), 8.35 FEET TO THE POINT OF BEGINNING OF THE TRACT TO BE DESCRIBED HEREIN; THENCE S 08°-07'-42" W, 18.28 FEET; THENCE N 77°-22'01" W, 50.74 FEET; THENCE S 06°-55'-09" W, 130.54 FEET; THENCE EASTERLY, ON A CURVE TO THE LEFT HAVING A RADIUS OF 175.00 FEET AND AN INITIAL TANGENT BEARING OF S 79°-54'-31" E, AN ARC DISTANCE OF 25.31 FEET; THENCE S 88°-11'-43" E, 46.01 FEET TO THE EAST LINE OF THE SE ¼ OF SAID SECTION 9; THENCE S 02°-07'-16" W, ALONG SAID EAST LINE, 270.63 FEET TO THE NORTH RIGHT OF WAY LINE OF WOODS CHAPEL ROAD; THENCE SOUTHWESTERLY, ALONG SAID RIGHT OF WAY ON A CURVE TO THE RIGHT HAVING A RADIUS OF 1139.51 FEET AND AN INITIAL TANGENT BEARING OF S 79°-00'-01" W, AN ARC DISTANCE OF 255.31 FEET; THENCE N 88°-09'-45" W, CONTINUING ALONG SAID RIGHT OF WAY, 593.90 FEET; THENCE SOUTHWESTERLY, CONTINUING ALONG SAID LINE ON A CURVE TO THE LEFT HAVING A RADIUS OF 1162.65 FEET AND TANGENT TO THE LAST DESCRIBED COURSE, AN ARC DISTANCE OF 238.45 FEET TO A POINT OF INTERSECTION WITH THE SOUTH LINE OF THE NORTH 14.00 ACRES OF THE EAST ½ OF THE SE ¼ OF SAID SECTION 9; THENCE N 88°-21'45" W, ALONG SAID SOUTH LINE, 242.11 FEET TO THE WEST LINE OF THE NE ¼ OF THE SE ¼ OF SAID SECTION 9; THENCE S 02°-13'41" W, ALONG SAID WEST LINE, 80.63 FEET TO THE NORTH RIGHT OF WAY LINE OF WOODS CHAPEL ROAD; THENCE SOUTHWESTERLY, ALONG SAID RIGHT OF WAY ON A CURVE TO THE LEFT HAVING A RADIUS OF 1162.65 FEET AND AN INITIAL TANGENT BEARING OF S 67°-29'-03" W, AN ARC DISTANCE OF 605.16 FEET; THENCE S 37°-39'-41" W, CONTINUING ALONG SAID RIGHT OF WAY 60.76 FEET TO THE NORTHEASTERLY LINE OF SAVANNAH RIDGE 1ST PLAT, A SUBDIVISION IN SAID LEE'S SUMMIT; THENCE N 51°-40'-35" W, ALONG SAID NORTHEASTERLY LINE, 332.43 FEET; THENCE N 87°-14'-13" W, CONTINUING ALONG SAID LINE, 187.34 FEET; THENCE N 51°-40'-35" W, CONTINUING ALONG SAID LINE, 462.47 FEET TO THE WEST LINE OF THE SE ¼ OF SAID SECTION 9; THENCE N 02°-20'-03" E, ALONG SAID WEST LINE, 488.42 FEET TO THE NORTHWEST CORNER OF THE NW ¼ OF THE SE ¼ OF SAID SECTION 9; THENCE N 02°-20'-03" E, ALONG THE WEST LINE OF THE NE ¼ OF SAID SECTION, 488.17 FEET TO THE NW CORNER OF A TRACT OF LAND AS DESCRIBED IN DOCUMENT NUMBER 2005-I-0067998; THENCE S 88°-21'-52" E, ALONG THE NORTH LINE OF SAID TRACT, 330.52 FEET TO THE EAST LINE OF A 7 ¾ ACRE TRACT OF LAND AS DESCRIBED IN BOOK 402 PAGE 91; THENCE N 02°-21'-50" E, ALONG SAID LINE, 830.24 FEET TO THE NORTH LINE OF THE SW ¼ OF THE NE ¼ OF SAID SECTION 9; THENCE N 02°-20'-03" E, ALONG THE EAST LINE OF A TRACT OF LAND AS DESCRIBED IN DOCUMENT NUMBER 1999-I-0071177, 662.35 FEET TO

THE NW CORNER OF THE EAST ½ OF THE SW ¼ OF THE NW ¼ OF THE NE ¼ OF SAID SECTION 9; THENCE S 88°-19'-32" E, ALONG THE NORTH LINE OF THE S ½ OF THE N ½ OF SAID NE ¼, 2316.30 FEET TO THE NE CORNER OF THE SE ¼ OF THE NE ¼ OF SAID SECTION 9; THENCE S 02°-16'-20" W, ALONG THE EAST LINE OF THE NE ¼ OF SAID SECTION 9, 659.68 FEET TO THE SW CORNER OF THE NW ¼ OF THE NW ¼ OF SECTION 10-T.48-R.-31; THENCE, S 87°-29'-19"E, ALONG THE SOUTH LINE OF THE NW ¼ OF THE NW ¼ OF SAID SECTION 10, 881.64 FEET, TO THE WEST LINE OF A TRACT OF LAND AS DESCRIBED IN DOCUMENT NUMBER 887439; THENCE S 02°-15'-44" W, ALONG SAID WEST LINE, 975.45 FEET TO THE SW CORNER OF SAID TRACT; THENCE N 82°-49'-28" W, 107.15 FEET; THENCE N 38°-24'-14" W, 97.55 FEET; THENCE S 49°-41'-40"W, 106.52 FEET; THENCE SOUTHEASTERLY, ON A CURVE TO THE LEFT HAVING A RADIUS OF 14.00 FEET AND TANGENT TO THE LAST DESCRIBED COURSE, AN ARC DISTANCE OF 21.53 FEET; THENCE S 48°-48'-29" W, 60.07 FEET; THENCE NORTHWESTERLY, ON A CURVE TO THE LEFT HAVING A RADIUS OF 14.00 FEET AND AN INITIAL TANGENT BEARING OF N 38°-23'-43" W, AN ARC DISTANCE OF 22.45 FEET; THENCE N 41°-13'-46" W, 50.01 FEET; THENCE S 49°-41'-40" W, 35.83 FEET; THENCE SOUTHWESTERLY, ON A CURVE TO THE LEFT HAVING A RADIUS OF 225.00 FEET AND TANGENT TO THE LAST DESCRIBED COURSE, AN ARC DISTANCE OF 55.86 FEET; THENCE N 57°-37'-57" W, 98.12 FEET; THENCE N 68°-45'-55" W, 73.94 FEET; THENCE N 85°-14'-21" W, 103.51 FEET; THENCE S 87°-24'-26" W, 50.45 FEET; THENCE N 88°-40'-26" W, 163.09 FEET TO THE EAST LINE OF THE NE ¼ OF SECTION 9; THENCE S 2°-13'-12" W, 250.89 FEET; THENCE S 08°-07'-42" W, 81.14 FEET TO THE POINT OF BEGINNING

AND

ALL THAT PART OF THE SE ¼, AND THE NE ¼, OF SECTION 9, AND ALL THAT PART OF THE NW ¼, AND THE SW ¼ OF SECTION 10-T.48-R.31, LEE'S SUMMIT AND JACKSON COUNTY, MISSOURI DESCRIBED AS FOLLOWS: COMMENCING AT THE NE CORNER OF THE SE ¼ OF SECTION 9; THENCE N 88°21'52" W, ALONG THE NORTH LINE OF THE NE ¼ OF THE SE ¼, (THIS BEARING AND ALL FOLLOWING BEARINGS ARE BASED ON STATE PLANE GRID NORTH AT KANSAS CITY METRO CONTROL STATION JA-134), 8.35 FEET TO THE POINT OF BEGINNING OF THE TRACT TO BE DESCRIBED HEREIN; THENCE N 08°07'42" E, 81.14 FEET TO THE WEST LINE OF THE NW ¼ OF SECTION 10-T.48-R.31; THENCE N 02°13'12" E, ALONG SAID LINE, 250.89 FEET; THENCE S 88°40'26" E, 163.09 FEET; THENCE N 87°24'26" E, 50.45 FEET; THENCE S 85°14'21" E, 103.51 FEET; THENCE S 68°45'55" E, 73.94 FEET; THENCE S 57°37'57" E, 98.12 FEET; THENCE NORTHEASTERLY, ON A CURVE TO THE RIGHT HAVING A RADIUS OF 225.00 FEET AND AN INITIAL TANGENT BEARING OF N 35°-28'-11" E, AN ARC DISTANCE OF 55.86 FEET; THENCE N 49°41'40" E, 35.83 FEET; THENCE S 41°13'46" E, 50.01; THENCE NORTHEASTERLY, ON A CURVE TO THE RIGHT HAVING A RADIUS OF 14.00 FEET AND AN INITIAL TANGENT BEARING OF N 49°-41'-09" E, AN ARC DISTANCE OF 22.45 FEET; THENCE N 48°48'29" E, 60.07 FEET; THENCE NORTHWESTERLY, ON A CURVE TO THE RIGHT HAVING A RADIUS OF 14.00 FEET AND AN INITIAL TANGENT BEARING OF N 38°-24'-40" W, AN ARC DISTANCE OF 21.53 FEET; THENCE N 49°41'40" E, 106.52 FEET; THENCE S 38°24'14" E,

97.55 FEET; THENCE S 82°49'28" E, 107.15 FEET TO THE SW CORNER OF A TRACT OF LAND AS DESCRIBED IN DOCUMENT NUMBER 887439; THENCE S 87°21'41" E, ALONG THE SOUTH LINE OF SAID TRACT, 432.75 FEET TO A POINT 16.50 FEET WEST OF THE EAST LINE OF THE SW ¼ OF THE NW ¼ OF SAID SECTION 10; THENCE S 02°16'20" W, PARALLEL WITH AND 16.50 FEET WEST OF SAID EAST LINE, 426.95 FEET TO THE NORTH RIGHT OF WAY LINE OF WOODS CHAPEL ROAD; THENCE S 66°56'09" W, THIS AND THE FOLLOWING COURSES ARE ALONG SAID LINE, 99.05 FEET; THENCE N 23°03'51" W, 10.00 FEET; THENCE S 66°56'09" W, 100.00 FEET; THENCE S 23°03'51" E, 10.00 FEET; THENCE S 66°56'09" W, 53.10 FEET; THENCE SOUTHWESTERLY, ON A CURVE TO THE RIGHT HAVING A RADIUS OF 1116.26 FEET AND TANGENT TO THE LAST DESCRIBED COURSE, AN ARC DISTANCE OF 140.97 FEET; THENCE N 15°43'16" W, 10.20 FEET; THENCE SOUTHWESTERLY, ON A CURVE TO THE RIGHT HAVING A RADIUS OF 1106.26 FEET AND AN INITIAL TANGENT BEARING OF S 74°-16'-48" W, AN ARC DISTANCE OF 331.75 FEET; THENCE N 88°32'20" W, 58.86 FEET; THENCE NORTHWESTERLY, ON A CURVE TO THE LEFT HAVING A RADIUS OF 1186.28 FEET AND TANGENT TO THE LAST DESCRIBED COURSE, AN ARC DISTANCE OF 82.16 FEET; THENCE S 01°22'43" E, 8.23 FEET; THENCE SOUTHWESTERLY, ON A CURVE TO THE LEFT HAVING A RADIUS OF 1176.28 FEET AND AN INITIAL TANGENT BEARING OF S 88°-37'-18" W, AN ARC DISTANCE OF 205.34 FEET; THENCE N 11°22'49" W, 10.00 FEET; THENCE SOUTHWESTERLY, ON A CURVE TO THE LEFT HAVING A RADIUS OF 1186.28 FEET AND AN INITIAL TANGENT BEARING OF S 78°-37'-11" W, AN ARC DISTANCE OF 91.28 FEET; THENCE S 74°12'40"W, 11.67 FEET; THENCE S 15°47'19" E, 10.00 FEET; THENCE S 74°12'40" W, 75.90 FEET; THENCE SOUTHWESTERLY, ON A CURVE TO THE RIGHT HAVING A RADIUS OF 1116.28 FEET AND TANGENT TO THE LAST DESCRIBED COURSE, AN ARC DISTANCE OF 85.95 FEET; THENCE N 02°07'16" E, DEPARTING FROM SAID LINE AND ALONG WEST LINE OF THE SW ¼ OF SECTION 10-T.48-R.31, 270.63 FEET; THENCE N 88°11'43" W, 46.01 FEET; THENCE NORTHWESTERLY, ON A CURVE TO THE RIGHT HAVING A RADIUS OF 175.00 FEET AND TANGENT TO THE LAST DESCRIBED COURSE, AN ARC DISTANCE OF 25.31 FEET; THENCE N 06°55'09" E, 130.54 FEET; THENCE S 77°22'01" E, 50.74 FEET; THENCE N 08°07'42" E, 18.28 FEET TO THE POINT OF BEGINNING.