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**AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
NEWCASTLE COMMUNITY ASSOCIATION, INC.**

THIS AMENDMENT is made this 25th day of February, 2025, by Newcastle Community Association, Inc., a nonprofit corporation and its undersigned members (hereinafter referred to as "Association").

WITNESSETH:

WHEREAS, on August 18, 1999, Price Family Limited Partnership, a Kansas Limited Partnership ("Declarant"), filed that certain Declaration of Restrictions for Newcastle Community Association, Inc., recorded in Official Records Book K0048178 at Pages 1-34, *et seq.*, of the Public Records of Jackson County, Missouri ("Declaration"); and

WHEREAS, the lots within the tract of land legally described in Exhibit A are subject to the Declaration; and

WHEREAS, the Owners of the Association, being more than 75 percent of Owners of Lots in the Association desire to amend the Declaration as provided herein and declare and agree as follows:

NOW, THEREFORE, Article VII of the Declaration is hereby deleted in its entirety and replaced with the following:

ARTICLE VII

Architectural Review Committee (ARC)

7.01 Purpose, Powers and Duties. The purpose of the Architectural Review Committee (ARC) is to assure that all proposed uses and any construction or alteration of any Structure which takes place on any Lot or any other Property shall be performed in conformity as set forth in the Development Plan, the ARC Design and Development Guidelines, and the

General Restrictions (Article VIII). To carry out that purpose, the ARC shall have all of the rights, powers and duties conferred upon it pursuant to the provisions of this Article. The ARC shall be empowered to approve or disapprove proposed external alterations or use changes for Lots or Common Property as set forth in the ARC Design and Development Guidelines and the General Restrictions. Duties shall include:

(a) Review Owners' and Common Property for adherence to the ARC Design and Development Guidelines and the General Restrictions.

(b) Approve/disapprove design requests, proposed uses, site plans, and Structures to be constructed on Property to assure compliance with the Development Plan, ARC Design and Development Guidelines, and the General Restrictions.

(c) Propose new or revisions to existing ARC Design and Development Guidelines and the General Restrictions.

7.02 Composition and Appointment. The ARC shall be comprised of five members, plus one non-voting Association Board liaison. Members shall be appointed by a majority vote of the Association Board. The Board shall make an effort to appoint members from each phase of Newcastle.

(a) **Terms:**

(i) Members shall serve two year staggered terms, each not to exceed two consecutive terms, for a maximum of four years.

(ii) The initial five members of the ARC shall be divided into two classes. The first class shall consist of two members each serving a one year term. The second class shall consist of three members each serving a two year term.

(iii) The initial two members serving a one year term, may serve three consecutive terms, a maximum of five years.

(b) **Association Board Liaison:**

(i) The Association Board Liaison shall report and serve as liaison between the ARC and the Association Board.

(ii) The Liaison shall ensure that new ARC members understand the responsibilities and scope of the ARC.

(c) **ARC Member Qualifying Factors:**

(i) Shall be a Member and reside in Newcastle.

- (ii) Shall not be simultaneously serving on the Association Board other than the appointed Board Liaison member.
- (iii) Only one Member from any household shall serve on the ARC at a time and shall not have another Member in the same residence serving on the Association Board during their ARC term.
- (iv) Shall not be encumbered by any conflict of interest.
- (v) Shall be current on dues and any other Association payments or imposed fees.
- (vi) Member's Property shall be in compliance with the ARC Design and Development Guidelines and the General Restrictions, and free from any unresolved Association warnings, citations, or lien(s).

(d) **Removal of ARC Member.** A member may be asked to recuse themselves or may be removed from the ARC by a majority vote of the Association Board if found to be in non-compliance as set forth in these Declarations.

7.03 Operations.

- (a) **Meetings.** Except as otherwise provided herein, the act of such majority of members of the ARC present at any regular or special meeting thereof at which a majority is present shall constitute the act of the ARC.
- (b) **Activities.** The ARC shall serve in the best interest of Members and support the Community, as a whole, in respect to upholding and enforcing the conformity with the ARC Design and Development Guidelines and the General Restrictions of any plans and specifications submitted for approval to the ARC or as reviewed or discovered during inspections of Newcastle property. No ARC member shall approve a request affecting their own property. ARC activities shall include:
 - (i) Make readily available the current ARC Design and Development Guidelines and the General Restrictions to Members, and prospective Members of the Association.
 - (ii) Consider and act upon applications submitted for approval in accordance with this Covenant.
 - (iii) Keep records of all applications and decisions with the Association for future reference.
 - (iv) Review Newcastle property (Structures, Lots and Common Property) a minimum of once annually to assure good repair, consistency, and compliance.

- (v) Make findings, determinations, rulings and orders with respect to the compliance of the ARC Design and Development Guidelines and the General Restrictions. Homeowners shall be responsible for complying with all City, County or State Codes.
- (vi) Review properties for sale and notify the Association Board if in violation of the ARC Design and Development Guidelines or the General Restrictions. The Association shall notify the Homeowner with a written request to either correct or disclose said violation prior to sale.
- (vii) Consider all aspects and factors that the individual members of the ARC determine to be appropriate to establish and maintain the quality, character and aesthetics of the community including building plans, specifications, exterior color scheme, materials, location, elevation, landscaping plans and use of any exterior Structure as set forth in these Covenants.
- (viii) Propose amendments to ARC Design and Development Guidelines and the General Restrictions with stated rationale, supporting facts, and potential costs, to the Association Board for review. ARC shall promulgate and make available any proposal for Member review no less than 15 days prior to the Board meeting at which the proposal will be presented. The Board shall include ARC proposals on the Board Meeting Agenda for Member input. Upon Member input, the Board shall determine if a Member vote is warranted at the following month's meeting. Any change that significantly affects the design aesthetics of the community or deviates from the established policies or original design, shall require the Association Members' approval or disapproval for amendment by a majority vote.
- (ix) Monitor approved materials for availability issues and, when necessary, recommend replacement product(s). Any proposed replacement shall be as close to the original material as possible. Updates to the ARC Design and Development Guidelines and the General Restrictions to reflect replacement materials shall be allowed with Board approval.
- (x) Request issuance of non-compliance warnings from the Association Board.

7.04 Submission of Plans and Specifications. No Structure shall be commenced, erected, placed, moved onto or permitted to remain on any Lot, nor shall any existing Structure upon any Lot be altered in any way which changes the exterior appearance thereof, nor shall any

new use be commenced, unless plans and specifications (including a description of any proposed new use) have been submitted to, and approved in writing by the ARC as set forth in this Article.

(a) Request(s) shall be submitted using the Association's Architectural Request Review Form and shall contain information as may be required by the ARC.

(b) Failure to submit request and receive ARC approval prior to the commencement of work shall result in a fine as established by the Association.

(c) As set forth in these Covenants, deviations from or non-compliance with approved submitted plans shall be cited and fined if not corrected within the timeframe established by the ARC.

(d) Any fine(s) issued shall be filed with the Association and non-payment may result in a lien on the property.

(e) Submission of plans are not required for interior work, provided work does not affect the exterior of the home.

7.05 Approval of Plans and Specifications.

(a) The ARC may approve a request if submitted plans are within compliance of existing ARC Design and Development Guidelines and the General Restrictions. No deviation from current, posted ARC Design and Development Guidelines and General Restrictions shall be approved or deemed to act as a precedent in respect of any other requests for approvals of deviations.

(b) The ARC shall provide a response in writing to the applicant within 15 business days of receipt of a completed Architectural Review Request Form.

(c) A timeline for commencement and completion of work shall be established in writing. If work will not be completed by established timeline, notification to the ARC is required, otherwise approval shall be considered null and void.

7.06 Disapproval of Plans and Specifications.

(a) The ARC shall have the right to disapprove any plans and specifications submitted hereunder as determined by the ARC for failure of such plans or specifications to comply with this Declaration or the ARC Design and Development Guidelines and General Restrictions.

(b) The ARC shall provide a disapproval in writing to the applicant within 15 business days of receipt of a completed Architectural Review Request Form. In any case in which the ARC shall disapprove any plans and specifications submitted hereunder or shall approve the same only as modified or upon specified conditions, such disapproval

or qualified approval shall be accompanied by a statement of the grounds upon which such action was based. In any such case the ARC shall, if requested, make reasonable efforts to assist and advise the applicant in order that an acceptable proposal may be prepared and submitted for approval.

(c) **Right to Appeal.** Any applicant who is dissatisfied with a decision of the ARC shall have the right to appeal such decision to the Association Board provided such appeal is filed in writing to the Association's management company within 15 days after the date the ARC renders its written decision as set forth in these Covenants. In making its decisions, the Association Board may consider any and all aspects and factors that the individual members of the Board, in their discretion, determined to be appropriate to establish and maintain the quality, character and aesthetics of the Subdivision, as set forth in the ARC Design and Development Guidelines and the General Restrictions. Any decision rendered by the Board on appeal of a decision of the ARC shall be final and conclusively binding on all parties and shall be deemed to be the decision of the ARC for all purposes under this Declaration. The Board from time to time may adopt, amend and revoke rules in respect to appeals of decisions of the ARC, including, without limitation, requiring payment of a reasonable fee by the appealing party.

7.07 Inspection Rights. After reasonable notice and at any reasonable time or times, any agent of the Association or the ARC with designated identification, may enter upon any Lot for the purpose of ascertaining whether the use or maintenance of such Lot or the construction of any Structure (including work in progress) thereon is in compliance with the provisions hereof. Neither the Association, nor the ARC, nor any agent thereof shall be deemed to have committed a trespass or other wrongful act solely by reason of such entry or inspection, provided such inspection is carried out in accordance with the terms of this Section.

7.08 Violations. If any Structure shall be erected, placed, maintained or altered upon any Lot, or any new use commenced on any Lot, otherwise than in accordance with the plans and specifications approved by the ARC pursuant to this Declaration, such erection, placement, maintenance or alteration shall be deemed to have been undertaken in violation of this Article and without the approval required herein. Upon written notice of the violation to the Owner from the Association Board (which shall be deemed to have been delivered if sent by certified or registered mail, return receipt requested, postage paid or by overnight mail or by hand-delivery), any such Structure so erected, placed, maintained or altered upon any Lot in violation hereof shall be removed or altered, and any such use shall be terminated, so as to extinguish such violation. If the Owner of the Lot upon which such violation exists shall not have taken reasonable steps toward the removal or termination of the same within the time specified in such notice, the Association shall have the right to pursue its Right of Action as provided herein, together with all remedies whether at law or in equity and whether specified herein, and including but not limited to the remedy of injunctive relief and obtaining a monetary judgment for all costs, expenses, including reasonable attorney's fees, and damages.

NOW THEREFORE, IN WITNESS WHEREOF, the undersigned has executed this Amendment on the date and year first written above.

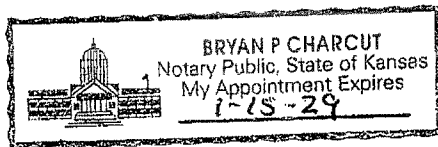
NEWCASTLE COMMUNITY ASSOCIATION,
INC., a Missouri corporation

By: Carolyn A. Knickerbocker
Printed Name: Carolyn A. Knickerbocker
Title: President

STATE OF MISSOURI)
) ss:
COUNTY OF JACKSON)

On this 25 day of February, 2025, before me personally appeared Carolyn Knickerbocker, who, being by me duly sworn, did say that he/she is the President of Newcastle Community Association, Inc., a Missouri corporation organized under the laws of the State of Missouri, and that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and said President, Carolyn Knickerbocker acknowledged said instrument to be the free act and deed of said Corporation.

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



[Signature]
Notary Public

My Commission Expires: 1/15/29

EXHIBIT A

Lot 1, Lots 10 through 18 and Lots 35 through 58 and Tract A, NEWCASTLE FIRST PLAT, a subdivision in the City of Kansas City, Jackson County, Missouri.

Lots 1 through 9, NEWCASTLE SECOND PLAT, a subdivision in the City of Kansas City, Jackson County, Missouri.

Lots 19 through 24, and Tracts C and D, NEWCASTLE THIRD PLAT, a subdivision in the City of Kansas City, Jackson County, Missouri.

Lots 1 through 17, NEWCASTLE FOURTH PLAT, a subdivision in the City of Kansas City, Jackson County, Missouri.

Lots 1 through 15, NEWCASTLE FIFTH PLAT, a subdivision in the City of Kansas City, Jackson County, Missouri.

Lots 16 through 43, and Tracts A, B and C, NEWCASTLE SIXTH PLAT, a subdivision in the City of Kansas City, Jackson County, Missouri.

Lots 1 through 22, and Tracts A, B, C and D, NEWCASTLE SEVENTH PLAT, a subdivision in the City of Kansas City, Jackson County, Missouri.

Lots 1 through 37, and Tracts A, B, C, and D, NEWCASTLE EIGHTH PLAT, a subdivision in the City of Kansas City, Jackson County, Missouri.

Lots 1 through 32, and Tracts A and B, NEWCASTLE NINTH PLAT, a subdivision in the City of Kansas City, Jackson County, Missouri.