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Recorded in Platte County, Missouri

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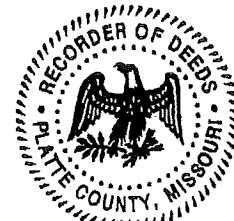
Instr Number: 2021020390

Book: 1367 Page: 642

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Grantor: HUNT MIDWEST REAL ESTATE DEVELOPMEN...

Gloria Boyer,

Grantee: HUNT MIDWEST REAL ESTATE DEVELOPMEN...

Recorder of Deeds

Title of Document: First Supplement to Declaration of Homes Association and Covenants, Conditions, Restrictions and Easements of Cadence

KCT

Date of Document: August 31, 2021

Grantor(s): Hunt Midwest Real Estate Development, Inc.

Grantee(s): *Hunt midwest Real Estate Development Inc.*

Grantee(s) Address: 8300 NE Underground Dr #100, Kansas City, MO 64161

Legal Description: Cadence Villas - First Plat, a subdivision in Kansas City, Platte County, Missouri and Kansas City, Clay County, Missouri.

Reference Book and Page(s)

(If there is not sufficient space on this page for the information required, state the page reference where it is contained within the document.)

Recorded in Clay County, Missouri



Recording Date/Time: 10/26/2021 at 10:53:55 AM

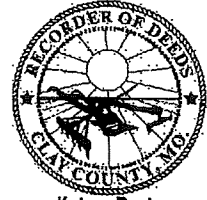
Instr #: 2021046335

Book: 9214 Page: 133

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Pages: 8

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Katee Porter
Recorder of Deeds

(ABOVE SPACE RESERVED FOR RECORDER OF DEEDS' USE)

Document Title: First Supplement to Declaration of Homes Association and Covenants, Conditions, Restrictions and Easements of Cadence

Document Date: August 31, 2021

Grantor Names: Hunt Midwest Real Estate Development, Inc.

Grantee Names: Hunt Midwest Real Estate Development, Inc.

Statutory Address: Suite 100, 8300 N.E. Underground Drive, Kansas City, Missouri 64161

Legal Descriptions: See Exhibit A attached

Reference Book and Page: Declaration of Homes Association and Covenants, Conditions, Restrictions and Easements of Cadence, Document No. 2020017531, Book 8692, Page 172

FIRST SUPPLEMENT TO DECLARATION OF HOMES ASSOCIATION AND COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF CADENCE

THIS FIRST SUPPLEMENT TO DECLARATION OF HOMES ASSOCIATION AND COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF CADENCE (this "Supplemental Declaration") is made and executed as of August 31, 2021, by **HUNT MIDWEST REAL ESTATE DEVELOPMENT, INC.**, a Missouri corporation (the "Developer"), Suite 100, 8300 N.E. Underground Drive, Kansas City, Missouri 64161.

RECITALS:

A. On April 17, 2020, Developer executed that certain subdivision plat entitled "CADENCE – FIRST PLAT" (the "First Plat"), covering the real property formerly legally described as shown therein (and on Exhibit A attached to the Declaration, defined below), and platting the same into certain Lots, Tracts, Common Areas, Restricted Common Areas, streets, roadways, private open space and other areas shown and marked on the First Plat as identified therein and in the Declaration defined below (collectively, the "Property" or the "Cadence Property"), which First Plat was approved on June 5, 2018, by the City Council of the City of Kansas City, Missouri (the "City"), and was recorded on June 1, 2020, under Document No. 20200017530, in Cabinet I, at Sleeve 102.1 in the Office of the Recorder of Deeds of Clay County, Missouri, at Liberty (the "Clay County Recorder's Office").

B. The Developer has executed that certain Declaration of Homes Association and Covenants, Conditions, Restrictions and Easements of Cadence, dated February 19, 2020, which was recorded on June 1, 2020, under Document No. 2020017531, in Book 8692, at Page 172, in the Clay County Recorder's

Office, as may be amended, modified and supplemented (collectively, the "Declaration"), pursuant to which Developer subjected the Cadence Property to certain covenants, conditions, restrictions and easements for the purpose of protecting the value and desirability of the Property.

C. Pursuant to Section 13.1 of the Declaration, the Developer has the absolute unilateral right to expand the Property to include additional Lots (for Single Family Residences, Attached Patio Homes, Attached Townhomes or Villas or any combination thereof), Common Area, Restricted Common Areas and other property in the Subdivision and also other property that has not yet been subdivided or platted (the "Expansion Property").

D. On October 11, 2021, Developer executed that certain subdivision plat entitled "CADENCE VILLAS – FIRST PLAT" (the "Villas First Plat"), covering the real property formerly legally described as shown therein and on EXHIBIT A attached to this Supplemental Declaration, and plating the same into the Lots, Tracts, streets, roadways, private open space and other areas shown and marked thereon, if any (the "First Expansion Property"), which Villas First Plat was approved on March 16, 2021, by the City Council of the City, and was recorded on OCTOBER 26th, 2021, under Document No. 2021 046332, in Cabinet I, at Sleeve 155.1, in the Clay County Recorder's Office and was recorded on 10-27-, 2021, under Document No. 2021020387, in Cabinet 22, at Sleeve 305, in the Office of the Recorder of Deeds of Platte County, Missouri, at Platte City (the "Platte County Recorder's Office").

E. Developer presently owns all of the Lots, Tracts, Common Areas, Restricted Common Areas or other areas, if any, shown on the Villas First Plat.

F. Developer desires to exercise its right to expand the Property to include the additional Lots, Tracts, Common Areas, Restricted Common Areas or other areas, if any, which constitute the First Expansion Property and to subject the First Expansion Property to the covenants, conditions, restrictions and easements contained within the Declaration.

G. Pursuant to Section 16.2 of the Declaration, the Developer retained the right at any time prior to the Turnover Date (which has not yet occurred) to amend, alter or modify the Declaration. The Developer desires to do so in connection with the "Villas" and "Villa Lots" which are added to the Property as set forth below.

NOW, THEREFORE, in consideration of the premises, the Developer states and declares as follows:

1. **Exercise of Right to Expand.** Developer hereby exercises its unilateral right to expand the Property to include the additional Lots (i.e., Villa Lots), Tracts, Common Areas, Restricted Common Areas or other areas, if any, which constitute the First Expansion Property.

2. **Expansion Effective Upon Recording.** The expansion set forth above, shall be effective immediately upon filing the Villas First Plat and this Supplemental Declaration of record in the Clay County Recorder's Office and the Platte County Recorder's Office. Recording of the Villas First Plat and this Supplemental Declaration shall automatically grant, transfer and convey to the Association any new Common Areas, Restricted Common Areas and all other areas designed for Members' or Association use, if any, added by the First Expansion Property.

3. **Expansion of Definitions.** The definitions contained in the Declaration are hereby expanded to encompass and refer to the Property, as expanded by the Villas First Plat, and this Supplemental Declaration to include the First Expansion Property. For example, (i) "Lot" shall mean the Lots described

in the Declaration and in the Plat described in the Declaration, all subsequent Plats and the Villa Lots in the Villas First Plat and (ii) all references to the Declaration shall mean the Declaration as supplemented and amended by this Supplemental Declaration.

4. **Declaration Operative on New Lots, Tracts, Common Areas and Restricted Common Areas.** The new Villa Lots, Tracts, Common Areas or Restricted Common Areas, which constitute the First Expansion Property, shall be subject to all of the terms and conditions of the Declaration immediately upon recording of the Villas First Plat and this Supplemental Declaration in the Clay County Recorder's Office and the Platte County Recorder's Office.

5. **Use and Maintenance of Any Private Open Space, Storm Water Detention Tract and Common Areas.** Any private open space, storm water detention tract or other Common Areas shown on or in the Villas First Plat shall be used and maintained by the Association under the terms of the Homes Association Declaration, as amended, as private open green space areas, storm water detention tract or Common Areas or any combination thereof, as applicable.

6. **New Article 6.4A.** Article 6.4A of the Declaration is amended by adding the following new Article 6.4A:

“6.4A Annual Villa Assessments; Monthly Payments. Subject to the limitations set forth herein and any in the Articles and Bylaws, the Board of Directors, in its sole discretion, shall establish Annual Villa Assessments based upon the estimated Villa Common Expenses for the subsequent fiscal year of the Association. Until modified as provided herein, the Annual Villa Assessments shall be in amounts as determined by the budgets established by the Board of Directors from time to time. The first Annual Villa Assessment for a Villa Lot shall be made on the closing date for the purchase of such Villa Lot by an Owner other than a builder. The Annual Villa Assessments shall be made by the Board of Directors on or before January 1st of each year and shall be due and payable in equal monthly installments on or before the first day of each month. If the Board of Directors fails to timely make any Annual Villa Assessment for any fiscal year, the amount of such Annual Villa Assessment for the year shall automatically be the same as the Annual Villa Assessment for the immediately prior year. Prior to the Turnover Date, the Board of Directors may increase the Annual Villa Assessments as such Board shall determine appropriate. After the Turnover Date, the Annual Villa Assessments made by the Board of Directors may not exceed (a) one hundred and twenty percent (120%) of the Annual Villa Assessments for the immediately preceding year without the approval of a majority of the Class E Members only present at a meeting duly called or (b) one hundred fifty percent (150%) of the Annual Villa Assessments for the immediately preceding year without the approval of sixty-six and 2/3 percent (66 2/3%) of the Class E Members only present at a meeting duly called. The Board of Directors may, but shall have no obligation to, make pro rata refunds of any Annual Villa Assessments in excess of the actual Villa Common Expenses incurred in any fiscal year or may hold the same in reserve. The Annual

Villa Assessments are payable only by Owners of Villas and are in addition to the payment of the Annual Assessments under Article 6.2 hereof.”

7. **New Article 6.9(d)**. Article 6.9(d) of the Declaration is amended by adding the following new Article 6.9(d):

“6.9 Working Capital Fund Contributions Working Capital Fund Contributions shall be made as follows:

(d) In addition to the Working Capital Fund Contributions described in Subsection (a) above, the Developer also shall require the first Owner of a Villa Lot (other than the Developer or the original or initial builder) to make a nonrefundable contribution to the villa working capital fund of the Association in an amount equal to three (3) times the monthly installment of the Annual Villa Assessments (i.e. one-fourth (1/4) of the Annual Villa Assessment) against such Villa Lot then in effect (a “**Villa Working Capital Fund Contribution**”). The Association shall maintain all such Villa Working Capital Fund Contributions in its account(s) for the use and benefit of the Association in carrying out its duties hereunder including, without limitation, paying Villa Common Expenses or meeting unforeseen Villa expenditures. Such Villa Working Capital Fund Contribution shall not relieve a Villa Owner from making payments of the Assessments as they become due and is in addition thereto and nonrefundable in all events.”

8. **Amendment of Article 8A**. Article 8A.2 of Article 8A of the Declaration is amended to read as follows:

“8A.2 Lawn and Landscaping Care; Snow Clearing.

(a) The Developer shall require each builder of a Villa on a Villa Lot to prepare for approval a landscaping plan for such Villa including the location of trees, bushes, shrubbery, grasses and other plantings and the location and type of irrigation, sprinkler, drainage and any other systems. Once approved by the Developer, the landscaping plan shall be kept on file at the Association office. Only the items shown on such landscaping plan (or substitutes or replacements approved from time to time by the Review Committee) at the locations shown on such landscaping plan shall be permitted. No Villa Owner shall install any other trees, bushes, shrubbery, grasses or other plantings at or on any other locations of such Villa Owner’s Lot without the prior written approval of the Review Committee. Any such other plantings so approved by the Review Committee shall be maintained by the Villa Owner and not the Association. The Association shall provide lawn and landscaping care to the Villas consisting of mowing, edging, fertilizing, weed control of grass area, mulching and weed control within any beds shown on the landscaping plan, trimming and replacing of trees, bushes, shrubbery, grasses and plantings in and shown on the landscaping plan, and the operation (including spring startup and fall winterization), maintenance and repair of the irrigation system (which shall be controlled exclusively by the Association). Each Villa’s landscaping plan shall include a complete irrigation system for all turf and landscape areas. The system shall: (i) have all components accessible and maintainable from the outside of the Villa; (ii) include a water tap in the front yard after the water meter; (iii) include a brass curb stop with two inch (2") pvc sleeve

accessible with a five foot (5') standard water key; (iv) include with the water tap a double check backflow preventer located underground in a rectangular valve box; and (v) include an outdoor irrigation controller mounted on an exterior wall of the Villa along with a rain sensor mounted on the side or rear gutter of the Villa. If the City does not allow a double check backflow, then the approved backflow shall be located on a side of the Villa out of sight from the street. If, with the Review Committee's approval first obtained, an Owner adds to, expands or augments the sprinkler system, costs to maintain and repair such augmented portion shall be the Owner's responsibility. Any such additional sprinkler costs shall be paid by such Owner to the Association within ten (10) days after receipt of a bill therefor. Such services do not include the maintenance, trimming or replacement of street trees, replacement or reseeding of sod or lawn grass or replacement of any trees, shrubs, bushes, flowers or other plantings not shown or included in the landscape plan. The cost of water and electricity used by the sprinkler system is the Villa Owner's responsibility.

(b) The Association also shall provide snow clearing from the Villa driveways, the front sidewalk, the sidewalk from the front porch to the driveway (but not the front porch, patio or other sidewalks) and areas around centralized mailboxes for any snowfall in excess of two inches (2") and only after snowfall has stopped or as otherwise approved by the Board of Directors. Ice removal is not included and the Association will not apply salt, sand or chemicals to such surfaces. If access to a driveway or any part thereof is blocked by a vehicle or other item, the inaccessible area will not be cleared nor shall the snow removal operator be required to return if the area subsequently becomes accessible.

(c) No other services shall be provided to Villa Owners."

9. **Amendment of Article 10.5(o)**. Article 10.5(o) of ARTICLE 10 of the Declarations is amended to read as follows:

"10.5 General Construction Standards. In addition to complying with all ordinances, codes and restrictions enacted by the City which are applicable to a Lot, all Single Family Residences, Attached Patio Homes, Attached Townhomes, Villas and other Improvements constructed on any Lot shall conform to the following:

(o) For Single Family Residences and Villas, outdoor furniture, fire pits, barbecue grills and similar items may be used in the front or side yards or driveways but may not be stored or left on such areas overnight or for any extended period of time. Outdoor furniture may be kept on front porches."

10. **Amendment of Articles 10.7(b), 10.7(i) and 10.7(j) and New Article 10.7(k)**. Articles 10.7(b), 10.7(i) and 10.7(j) of ARTICLE 10 of the Declaration are amended and new Article 10.7(k) is hereby added as follows:

"10.7 Construction Standards Applicable to Villas. In addition to compliance with any applicable standards set forth in Article 10.5 above, each Villa constructed on any Lot shall conform to the following, as applicable:

(b) The finished floor area of each Villa shall be at least 1,200 square feet of total finished floor area. For purposes of calculating the foregoing

minimum, the area of any attics, porches and any portion thereof that is not enclosed and finished for all-year occupancy, shall not be included. The Review Committee may, in its sole discretion, require greater square footage for any Villa as a condition of approval of any Proposed Construction.

(i) No fencing of any type shall be erected or installed on any Villa Lot except (a) "invisible pet" fencing, (b) fences constructed of wrought iron (or aluminum or steel simulations thereof); not to exceed four (4) feet in height; with one (1) gate located on either side of the Villa residence a minimum of 3' in width but not to exceed 5' in width that shall remain unlocked at all times, or (c) other fencing approved in advance by the Review Committee which approval it may deny, withhold or condition in its sole discretion that does not interfere with or damage any sprinkler system component (with any damage being repaired at the Owner's cost). *(Note: This is to allow the lawncare company to access the backyard on a typical standing/riding lawnmower.)*

(j) One (1) hot tub or spa may be constructed at the rear of each Villa Lot but within the Lot lines for personal, non-commercial use by the Owner thereof with the Review Committee's prior approval. The Review Committee may require fencing and/or screening of such approved items.

(k) In the event of any conflict between the provisions of this Article 10.7 and/or with Article 10.5 or other provisions of this Declaration, the provisions of this Article 10.7 shall control."

11. **Amendment of Article 17.8.** Article 17.8 of Article 17 of the Declaration is amended to read as follows:

"17.8 Recordation – Multiple Counties. The Property covered by the Plat as described in Recital A on page 1 of this Declaration is located in Clay County, Missouri, and this Declaration will be recorded in the Office of the Recorder of Deeds for such county. Subsequent phases of the Subdivision may include real property located in Platte County, Missouri. Some Lots may be located in both Clay County, Missouri and Platte County, Missouri. Supplemental Declarations subjecting Expansion Property to the provisions of this Declaration may be recorded in either or both of such counties as applicable (and this Declaration may be recorded in Platte County in connection with a Supplemental Declaration affecting property in such county)."

12. **Ratification of Declaration.** The Developer, on behalf of itself and as the holder of a majority of the votes possible to be cast under the Declaration, hereby ratifies, affirms and confirms all covenants, conditions, restrictions and easements contained in the Declaration, which covenants, conditions and provisions shall run with the land and be binding upon the Owners, including the Developer, and their respective heirs, personal representatives, successors, transferees and assigns and all other persons or entities having, at any time, any right, title or interest in all, or any part of, the Property and any Lots, Tracts, Common Areas or Restricted Common Areas otherwise subject to the terms hereof.

[Signature Page Follows]

IN WITNESS WHEREOF, the Developer has caused this Supplemental Declaration to be executed by its duly authorized officer as of the day and year first above written.

DEVELOPER:

HUNT MIDWEST REAL ESTATE DEVELOPMENT, INC.

By: F. B. Holland, Jr.
F. Brenner Holland, Jr., Senior Vice President

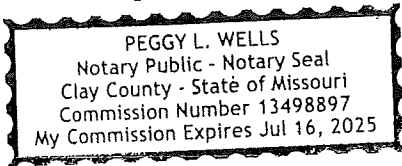
STATE OF MISSOURI)
) S.S.
COUNTY OF CLAY)

On this 31st day of August, 2021, before me, the undersigned Notary Public in and for said County and State, personally appeared F. Brenner Holland, Jr., who, being by me first duly sworn, did say that he is a Senior Vice President of Hunt Midwest Real Estate Development, Inc., a Missouri corporation, that he executed the foregoing instrument on behalf of said corporation under and with the authority of its Board of Directors and that he acknowledged that he so executed the same as the free act and deed of said corporation for the purposes therein stated.

Peggy L. Wells
Signature of Notary Public

Peggy L. Wells
Typed or Printed Name of Notary

My Commission expires:



**EXHIBIT A
TO
FIRST SUPPLEMENT TO
DECLARATION OF HOMES ASSOCIATION AND
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF CADENCE**

Legal Description of First Expansion Property:

A tract of land in the Southwest Quarter of Section 27, Township 52 North, Range 33 West of the 5th Principal Meridian in Kansas City, Clay County and Platte County, Missouri being bounded and described by or under the direct supervision of Jason S Roudebush P.L.S. 2002014092, as follows: Commencing at the Northwest corner of said Southwest Quarter; thence South 89°53'53" East, on the North line of said Southwest Quarter, 557.66 feet to a point on the existing Northerly right-of-way line of NW 108th Street, as now established; thence continuing South 89°53'53" East on said North line, also being said existing Northerly right-of-way line, 72.03 feet to a point on the West line of the Fractional Southwest Quarter; thence leaving said North line and said Existing Northerly right-of-way line, South 00°09'42" West, on said West line of said Fractional Southwest Quarter, 56.50 feet to a point on the existing Southerly right-of-way line of NW 108th Street, also being the Point of Beginning of the tract of land to be herein described; thence South 89°53'53" East, along said existing Southerly right-of-way line, 61.56 feet to the Northwest corner of Tract E, CADENCE – FIRST PLAT, a subdivision in said Kansas City in said Clay County, recorded as Instrument Number 2020017530 in Book I at Page 102.1 in said Clay County Recorder of Deeds Office; thence leaving said existing Southerly right-of-way line, South 00°06'07" West, along the Westerly line of said Tract E, 86.06 feet; thence South 13°08'22" East, along said Westerly line, 441.95 feet; thence South 47°56'11" West, along said Westerly line, 220.57 feet to a point on said West line of said Fractional Southwest Quarter; thence South 00°09'42" West, along said West line and said Westerly line, 44.17 feet; thence leaving said Westerly line, continuing South 00°09'42" West on said West line, 235.23 feet; thence leaving said West line, N89°50'18" West, 16.69 feet; thence South 00°09'42" West, 399.71 feet; thence North 68°43'41" East, 17.93 to a point on said West line; thence South 00°09'42" West on said West line, 109.72 feet; thence leaving said West line, South 68°43'27" West, 688.65 to a point on the West line of said Southwest Quarter; thence North 00°31'52" East, on said West line, 687.74 feet to a point the existing Southerly right-of-way line of N Platte Purchase Drive as now established; thence South 89°28'08" East, along said existing Southerly right-of-way line, 40.00 feet to a point on the existing Easterly right-of-way line of said N Platte Purchase Drive; thence North 00°31'52" East, along said existing Easterly right-of-way line, 455.19 feet; thence Northerly, along said existing Easterly right-of-way line, along a curve to the right being tangent to the last described course with a radius of 685.00 feet, a central angle of 27°34'19" and an arc distance of 329.64 feet; thence Northeasterly, along said existing Easterly right-of-way line, along a curve to the left having a common tangent with the last described course with a radius of 765.00 feet, a central angle of 10°30'04" and an arc distance of 140.21 feet; thence North 17°36'07" East, along said existing Easterly right-of-way line, 46.37 feet; thence North 57°22'40" East, along said existing Easterly right-of-way line, 120.63 feet to a point on said existing Southerly right-of-way line of said NW 108th Street; thence South 89°53'53" East, along said existing Southerly right-of-way line, 344.47 feet to the Point of Beginning. Containing 976,616 square feet or 22.42 acres, more or less.