RECORDER'S CERTIFICATION
JACKSON COUNTY, MISSOURI
08/20/2021 3:37 PM
FEE: $114.00 32 PGS

INSTRUMENT NUMBER / BOOK & PAGE
2021E0092290
Book: Page:
Anissia Manuleleua , Recorder of Deeds

(ABOVE SPACE RESERVED FOR RECORDER OF DEEDS' USE)

Document Title:	Declaration of Homes Association and Covenants, Conditions, Restrictions and Easements of Hook Farms
Document Date:	July 20, 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 Description:	See Exhibit A attached Pages 26-27
Reference Book and Page:	N/A 2021E0092288 and 2021E0092289

KANSAS CITY TITLE
226178

DECLARATION OF HOMES ASSOCIATION
AND
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
OF
HOOK FARMS

HUNT MIDWEST REAL ESTATE DEVELOPMENT, INC.

("Developer")

Dated as of: July 20, **2021**

TABLE OF CONTENTS

Article — Page No.

ARTICLE 1 - DEFINITIONS 2

1.1 ANNUAL ASSESSMENT 2
1.2 ARTICLES 2
1.3 ASSESSMENTS 2
1.4 ASSOCIATION 2
1.5 ASSOCIATION DOCUMENTS 2
1.6 BOARD OF DIRECTORS OR BOARD 2
1.7 BYLAWS 2
1.8 COMMON AREA 2
1.9 COMMON EXPENSES 2
1.10 DECLARATION 2
1.11 DEFAULT ASSESSMENT 2
1.12 DEVELOPER 2
1.13 EXPANSION PROPERTY 3
1.14 FINE 3
1.15 HOOK FARMS SUBDIVISION 3
1.16 IMPROVEMENTS 3
1.17 LOT 3
1.18 MANAGER 3
1.19 MEMBER 3
1.20 MORTGAGE 3
1.21 MORTGAGEE 3
1.22 OWNER 3
1.23 OWNER'S PROPORTIONATE SHARE 3
1.24 PROPERTY 3
1.25 PROPOSED CONSTRUCTION 3
1.26 RETREAT AT HOOK FARMS SUBDIVISION 3
1.27 REVIEW COMMITTEE 3
1.28 SINGLE FAMILY RESIDENCE 3
1.29 SINGLE FAMILY RESIDENCE LOT 3
1.30 SPECIAL ASSESSMENT 3
1.31 STREET 4
1.32 SUBDIVISION 4
1.33 SUCCESSOR DEVELOPER 4
1.34 SUPPLEMENTAL DECLARATION 4
1.35 TURNOVER DATE 4
1.36 WORKING CAPITAL FUND CONTRIBUTIONS 4
1.37 ZONING ORDINANCE 4

ARTICLE 2 - PERSONS AND PROPERTY BOUND BY DECLARATION 4

ARTICLE 3 - MEMBERSHIP; VOTING; OPERATIONS 4

3.1 MEMBERSHIP IN THE ASSOCIATION 4
3.2 CLASSES OF MEMBERS 4
3.3 MEETINGS 4
3.4 VOTING RIGHTS 5
3.5 TRANSFER OF MEMBERSHIP 5
3.6 BOOKS AND RECORDS 5
3.7 ASSOCIATION AS SUCCESSOR DEVELOPER 5
3.8 IMPLIED RIGHTS AND OBLIGATIONS 5
3.9 DEVELOPER'S CONTROL OF ASSOCIATION PRIOR TO TURNOVER DATE 5

ARTICLE 4 - POWER AND AUTHORITY 5
4.1 General Power and Authority of The Association 5
4.2 Exercise of Authority 7
4.3 Insurance Requirements Generally 7
4.4 Manager 8
ARTICLE 5 - COMMON AREA 8
5.1 Property Rights in the Common Area 8
5.2 Maintenance of the Common Area 8
5.3 Common Area Violations 8
5.4 Insurance 8
5.5 No Partition 9
ARTICLE 6 - ASSESSMENTS, FINES AND WORKING CAPITAL FUND CONTRIBUTIONS 9
6.1 Obligation; Purpose 9
6.2 Annual Assessments Payable by All Owners 9
6.3 Special Assessments Payable by All Owners 9
6.4 Default Assessments 10
6.5 Working Capital Fund Contributions 10
6.6 Fines; Lien Fees 10
6.7 Effect of Nonpayment; Liens 10
6.8 Personal Obligation 11
6.9 Priority of Lien 11
6.10 Notice to Mortgagee 12
6.11 Statement of Status 12
6.12 Notification of Association's Address 12
6.13 Pledge of Assessment Rights as Security 12
6.14 Optional Developer Loans to Association 12
6.15 Initiation Fee 12
ARTICLE 7 - INSURANCE LOSS; CONDEMNATION 12
7.1 Association as Attorney-in-Fact 12
7.2 Repair of Damaged Common Area 13
7.3 Special Assessments if Insurance Proceeds Insufficient 13
7.4 Condemnation 13
7.5 Decision Not to Rebuild or Replace 13
ARTICLE 8 ARCHITECTURAL CONTROL AND CONSTRUCTION STANDARDS 13
8.1 Architectural Review Committee 13
8.2 Architectural Control 14
8.3 Application for Approval 14
8.4 Modification of Requirements; Appeal of Review Committee Decision 14
8.5 General Construction Standards 14
8.6 Modification of Standards 16
ARTICLE 9 USE RESTRICTIONS 16
9.1 General 16
9.2 Single Family Residence Only 16
9.3 Prohibited Buildings and Structures 17
9.4 Fences 17
9.5 Mailboxes; Mailbox Fee 17
9.6 Antennas and Other Projections 17
9.7 Flagpoles and Ornamental Light Fixtures for Single Family Residences 18
9.8 Garages 18
9.9 Holiday Decorations 18

9.10 Septic Tanks 18
9.11 Storage Tanks 18
9.12 Refuse 18
9.13 Signs; Advertising 18
9.14 Nuisances 18
9.15 Animals 18
9.16 Vehicles 18
9.17 Occupancy; Repair 19
9.18 Storage of Construction Materials 19
9.19 Landscaping Easement 19
9.20 Maintenance of Lawns, Plantings and Street Trees 19
9.21 Easements 19
9.22 No Subdividing 19
9.23 No Mining Activities 19
9.24 No Hunting, Firearms or Archery Use Permitted 19
9.25 Special Uses of Common Areas 20

ARTICLE 10 DEDICATION AND USE OF STREETS AND COMMON AREA 20

10.1 Streets 20
10.2 Common Area 20
10.3 Maintenance of Common Area 20

ARTICLE 11 EXPANSION OR REDUCTION OF PROPERTY 20

11.1 Reservation of Right to Expand 20
11.2 Declaration Operative to Expansion Property 20
11.3 Expansion of Definitions 20
11.4 Reservation of Right to Remove 20

ARTICLE 12 PROPERTY RIGHTS OF OWNERS 21

12.1 Owner's Easement of Enjoyment 21
12.2 Recorded Easements 21
12.3 Developer's Rights Incident to Construction and Enforcement of Declaration 21
12.4 Reservation of Easements, Exceptions and Exclusions 21
12.5 Emergency Access Easement 21
12.6 View 21
12.7 Delegation of Use 21

ARTICLE 13 INCIDENTS OF OWNERSHIP IN THE SUBDIVISION 21

13.1 Inseparability 21
13.2 No Partition 21
13.3 Limited Property Rentals 22

ARTICLE 14 DURATION OF DECLARATION; AMENDMENT 22

14.1 Term 22
14.2 Amendment 22
14.3 Revocation; Termination 22
14.4 Amendments Requiring City Consent 22

ARTICLE 15 GENERAL PROVISIONS 22

15.1 Enforcement 22
15.2 Severability 22
15.3 Rule Against Perpetuities 23
15.4 Conflicts Between Documents 23
15.5 Developer's Right to Assign 23
15.6 Release of Liability 23
15.7 Indemnification 23

ARTICLE 16 HOOK FARMS FIRST PLAT AND THE RETREAT AT HOOK FARMS COVENANTS 23
16.1 ASSOCIATION'S MAINTENANCE OF DETENTION TRACTS AND DETENTION FACILITIES 23
EXHIBIT A - LEGAL DESCRIPTION OF PROPERTY 26

DECLARATION OF HOMES ASSOCIATION
AND
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
OF
HOOK FARMS

THIS DECLARATION OF HOMES ASSOCIATION AND COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF HOOK FARMS (this "**Declaration**") is made and executed as of July 20th, 2021, by **HUNT MIDWEST REAL ESTATE DEVELOPMENT, INC.**, a Missouri corporation (the "**Developer**"), with its principal office and mailing address at Suite 100, 8300 N.E. Underground Drive, Kansas City, Missouri 64161.

RECITALS:

A. On July 20, 2021, the Developer executed that certain subdivision plat entitled "HOOK FARMS FIRST PLAT" ("Hook Farms Plat") and on July 20, 2021, the Developer executed that certain subdivision plat entitled "THE RETREAT AT HOOK FARMS" (the "Retreat Plat" and collectively with the Hook Farms Plat, the "Plat"), covering the real property formerly legally described as shown therein and on Exhibit A attached hereto, and platting the same into the Lots, Tracts, streets, roadways, private open space and other areas shown and marked thereon (the "Property"). The Hook Farms Plat was approved on May 22nd 11 DC, 2021, by the City Council of the City of Lee's Summit, Missouri (the "City"), and was recorded on _____, 2021, in Cabinet *, at Sleeve e, in the Office of the Recorder of Deeds of Jackson County, Missouri, at Independence. The Retreat Plat was approved on August 3, 2021, by the City Council of the City, and was recorded on _____, 2021, in Cabinet **, at Sleeve e, in the Office of the Recorder of Deeds of Jackson County, Missouri, at Independence.
*Document no: 2021E0092288 **Document no: 2021E0092289

B. The Developer presently owns all of Lots, Tracts and the other areas shown on the Plat.

C. The Developer desires to create, establish, maintain and preserve a quality development project on the Property and adjacent ground, which shall include Single Family Residences and possessing features of more than ordinary value.

D. The Developer intends to implement development in phases. The first phase covered by the Plat is designated for Single Family Residences. From time to time hereafter the Developer may cause (or permit): (i) Single Family Residences to be built on lots shown on the plats for any Expansion Property containing lots designated for Single Family Residences; and (ii) other housing types on tracts or lots added as Expansion Property as determined and designated by the Developer.

E. The Developer desires to subject the Property to the covenants, conditions, restrictions and easements set forth in this Declaration.

DECLARATION

In consideration of the foregoing and the promises and benefits set forth herein, and to provide the means and procedures to achieve them, the Developer hereby subjects the Property to the following covenants, conditions and restrictions, including charges and Assessments. Such covenants, conditions and restrictions are hereby granted and imposed for the purpose of protecting the value and desirability of the Property, as a whole, and shall run with the land and be binding upon, and inure to the benefit of, the Developer and its successors, transferees and assigns and the heirs, personal representatives, successors, transferees and assigns of the Developer's transferees and assigns and all other persons and entities, who or which have, at any time, any right, title or interest in all or any part of the Property as it may be expanded. Each Owner, by accepting a deed and taking title to a Lot, acknowledges, agrees to and accepts the provisions of this Declaration with respect to such Lot and any Single Family Residence thereon, and further acknowledges that such Owner has received a copy of this Declaration.

ARTICLE 1
DEFINITIONS

When used in this Declaration or in any Supplemental Declaration, the following words shall have the meanings set forth below.

1.1 "**Annual Assessment**" has the meaning set forth in Article 6.2 hereof.

1.2 "**Articles**" mean the Articles of Incorporation of the Association, as amended from time to time.

1.3 "**Assessments**" means the Annual Assessments, Special Assessments and Default Assessments levied pursuant to Article 6 hereof.

1.4 "**Association**" means The Hook Farms Home Owners Association, a Missouri mutual benefit nonprofit corporation, and its successors and assigns.

1.5 "**Association Documents**" means this Declaration, the Articles, the Bylaws, all Supplemental Declarations and all procedures, rules, regulations and policies adopted under such documents by the Association.

1.6 "**Board of Directors or Board**" means the governing body of the Association.

1.7 "**Bylaws**" means the Bylaws adopted by the Association, as amended from time to time.

1.8 "**Common Area**" means all parks not previously or by the Plat dedicated to and accepted by the City, all lakes, swimming pools, bathhouses, all recreational areas, all open or green space areas, all entrances, monuments, berms, street islands and other ornamental areas and related utilities, lights, sprinkler systems and landscaping, all storm water drainage or detention facilities and improvements and easements therefor, all utility easements and all similar or other places or areas other than Lots which are owned by the Association and dedicated to, or set aside for, the general, non-exclusive use of all Owners or which may, with appropriate consent, be used by all Owners or reserved to the Association's use pursuant to easements and all property of a similar character brought within the jurisdiction of this Declaration by all Supplemental Declarations.

1.9 "**Common Expenses**" means all costs and expenses, including, without limitation, wages, utility charges, legal, accounting and other fees, taxes, insurance (including that required by Article 5.4 hereof), interest, supplies, parts, and management or service fees, incurred by the Association (a) to administer, service, conserve, manage, maintain, repair, renovate and replace the Common Area and all improvements thereon, (b) to operate recreational and other facilities operated for the general benefit of the Owners, (c) to manage and conduct the affairs of the Association, (d) to repay funds borrowed by the Association, (e) to pay any deficit remaining from a previous assessment period, (f) to create a reasonable contingency or other reserve or surplus fund for maintenance, repairs, and replacement of improvements within the Common Area on a periodic basis, (g) which are expressly declared to be common expenses by this Declaration, any Supplemental Declaration or the Bylaws, or (h) which the Board of Directors determines to be common expenses of the Association.

1.10 "**Declaration**" means this Declaration of Homes Association and Covenants, Conditions, Restrictions and Easements of The Hook Farms Home Owners Association, as amended or supplemented from time to time.

1.11 "**Default Assessment**" has the meaning set forth in Article 6.4 hereof.

1.12 "**Developer**" means Hunt Midwest Real Estate Development, Inc., a Missouri corporation, and its successors and assigns. If the Developer assigns less than all of its rights, obligations and interest to one or more Successor Developers, the term "**Developer**" shall thereafter refer to both the Developer and all Successor Developers unless the context clearly means otherwise.

1.13 "**Expansion Property**" has the meaning set forth in Article 11.1 hereof.

1.14 **"Fine"** has the meaning set forth in Article 6.6 hereof.

1.15 **"Hook Farms Subdivision"** means, collectively, the Lots, the Common Area and all other parts of the Property and all Expansion Property located in the Hook Farms Subdivision.

1.16 **"Improvements"** has the meaning set forth in Article 8.2 hereof.

1.17 **"Lot"** means a building lot that is created either by a plat or by replat, minor subdivision, lot split certificate of survey or otherwise by the Developer (or a builder or other person to whom the Developer sells such building lot), together with all appurtenances and Improvements now, or in the future, on such Lot, including, as designated by the Developer, a Single Family Residence, for a single family home building Lot.

1.18 **"Manager"** means a person or entity engaged by the Association to perform certain duties, powers, or functions of the Association, as the Board of Directors may authorize from time to time pursuant to Article 4.4 hereof.

1.19 **"Member"** means a member of the Association as set forth in Article 3.1 hereof.

1.20 **"Mortgage"** means any mortgage, deed of trust, contract for deed or other security document pledging or conveying in trust any Lot or interest therein as security for payment of a debt or obligation.

1.21 **"Mortgagee"** means any person named as a mortgagee or beneficiary in any Mortgage, or any successor to the interest of any such person under such Mortgage.

1.22 **"Owner"** means the owner of record, whether one or more persons or entities, of fee simple title to any Lot, including the Developer and the purchaser under a contract for deed. The term shall not include any person or entity having any interest in a Lot merely as security for the performance of an obligation, including a Mortgagee or a trustee or beneficiary under a deed of trust, unless and until such person has acquired fee simple title to the Lot pursuant to foreclosure or other proceedings.

1.23 **"Owner's Proportionate Share"** means: a fraction, the numerator of which is the number of Single Family Residence Lots then owned by such Owner within the Property, and the denominator of which is the total number of all Single Family Residence Lots then within the Property as it may be expanded.

1.24 **"Property"** means and refers to the real property described in the Plat and on **Exhibit A** attached to this Declaration and all additional property, if any, brought within the jurisdiction of this Declaration by all Supplemental Declarations.

1.25 **"Proposed Construction"** has the meaning set forth in Article 8.2 hereof.

1.26 **"Retreat at Hook Farms Subdivision"** means, collectively, the Lots, the Common Area and all other parts of the Property and all Expansion Property located in the Retreat at Hook Farms Subdivision.

1.27 **"Review Committee"** has the meaning set forth in Article 8.1 hereof.

1.28 **"Single Family Residence"** means a single-family dwelling unit providing living accommodations to a single household of one or more persons constructed on any one (1) Single Family Residence Lot.

1.29 **"Single Family Residence Lot"** has the meaning set forth in Article 1.17 above.

1.30 **"Special Assessment"** has the meaning set forth in Article 6.3 hereof.

1.31 **"Street"** shall mean any roadway, street, court, circle, terrace, drive or other right-of-way designated for vehicular traffic shown on any Plat of the Subdivision.

1.32 "**Subdivision**" means, collectively, the Lots, the Common Area and all other parts of the Property and all Expansion Property, located in the Hook Farms Subdivision and the Retreat at Hook Farms Subdivision.

1.33 "**Successor Developer**" means any person or entity to whom the Developer assigns or transfers all, or any part, of its rights, obligations or interests as the developer of the Property, as evidenced by an assignment or deed of record in the Office of the Recorder of Deeds of Jackson County, Missouri, at Independence, designating such person or entity as a Successor Developer.

1.34 "**Supplemental Declaration**" means an instrument which amends or modifies this Declaration, as more fully provided for herein, including any which includes or adds Expansion Property.

1.35 "**Turnover Date**" means the earlier of: (i) the date as of which only four (4) of the Lots in the Subdivision (as then composed or as contemplated to be expanded by the Developer) remain owned by and not sold by the Developer with no Single Family Residences constructed thereon; or (ii) the date the Developer, in its sole and absolute discretion, selects as the Turnover Date for the Property then covered by and subject to this Declaration.

1.36 "**Working Capital Fund Contributions**" shall have the meanings set forth in Article 6.5 hereof.

1.37 "**Zoning Ordinance**" means the zoning and subdivision ordinances and regulations of the City as amended from time to time.

ARTICLE 2
PERSONS AND PROPERTY BOUND BY DECLARATION

The benefits and burdens of this Declaration shall run with the land and shall inure to the benefit of, and be binding upon, the Developer and all persons or entities who shall hereafter acquire any interest in the Lots or other property within the Subdivision. The Developer and all persons who take any interest in a Lot shall, by taking such interest, be deemed to agree and covenant with all other Owners, the Association and the Developer, and their respective heirs, personal representatives, successors, transferees and assigns, to conform to, and observe, the covenants, conditions and restrictions in this Declaration, all Supplemental Declarations and the other Association Documents for the term hereof.

ARTICLE 3
MEMBERSHIP; VOTING; OPERATIONS

3.1 **Membership in The Association**. The Owner of each Lot within the Subdivision shall be a Member of the Association. If a Lot is owned by more than one Owner, all Owners of the Lot, collectively, shall be deemed the Member of the Association for such Lot. The Association shall be the sole judge of the qualifications of its Members and of their right to participate in its meetings and proceedings.

3.2 **Classes of Members**. Members shall be either Class A Members or Class D Members. Class A Members shall be all Owners of Single Family Residences except the Developer during the period of its Class D Membership. Class D Members shall be the Developer and all Successor Developers, if any, who own any Lot for the purpose of development and sale. All Class D Memberships shall terminate and automatically be converted to Class A Memberships, as applicable, upon the Turnover Date. Upon termination of the Class D Membership, the Developer and all Successor Developers, if any, which own any Lots at the time shall, for all purposes, be automatically converted to Class A Members, for each Single Family Residence Lot then owned.

3.3 **Meetings**. Annual and special meetings of the Members or any Class of Members shall be called, held and conducted in the manner provided in the Bylaws or, in the absence of any provision in the Bylaws, as provided by applicable Missouri law.

3.4 **Voting Rights**. Except as otherwise provided herein, including in Article 3.9 below, all Owners shall be entitled to vote on Association matters requiring a vote under this Declaration. On all matters to be voted on by the Members, Class A Members each shall have one (1) vote for each Lot owned and Class D Members shall have thirty-

five (35) votes for each Lot owned. If more than one (1) Owner exists for any Lot, the vote for such Lot shall be exercised as the Owners determine among themselves and as they notify the Secretary of the Association in writing. Fractional votes shall not be permitted and there shall be only one (1) vote cast with respect to any Lot. Any person may be appointed as the proxy of an Owner by written appointment delivered to the Secretary of the Association before or at the Meeting at which the vote for which the proxy is being exercised. Proxies may be revoked at any time in writing delivered to the Secretary of the Association and shall not, under any circumstance, be valid for more than three (3) years from the original date thereof. Unless specifically provided herein to the contrary, all matters requiring a vote of the Members under this Declaration shall be approved by the affirmative vote of a majority of the Members present at an annual or special meeting duly called where a quorum is present. A quorum shall be the presence of Members having ten percent (10%) of the votes entitled to be cast on a matter at the meeting, in person or by proxy; provided, however, that, unless one – third (1/3) or more of the Members having voting power are present in person or by proxy, the only matters that may be voted upon at an annual or regular meeting of Members are those matters described in the meeting notice.

3.5 **Transfer of Membership**. Membership is appurtenant to, and may not be separated from, ownership of any Lot. An Owner may not transfer, pledge or alienate membership in the Association in any way except in connection with the sale or encumbrance of the Lot and then only to the purchaser or Mortgagee of the Lot. Upon the sale of a Lot, the membership associated with the Lot shall automatically transfer to the purchaser of the Lot, or the purchaser's Mortgagee if so designated by the purchaser.

3.6 **Books and Records**. The Association shall make available for inspection, upon request, during normal business hours or under other reasonable circumstances, to Owners and to Mortgagees, current copies of the Association Documents and the books, records and financial statements of the Association. The Association may charge a reasonable fee for copying such materials.

3.7 **Association as Successor Developer**. On the termination date of the Class D Membership (i.e. the Turnover Date), the Association shall succeed to all of the duties and responsibilities of the Developer under this Declaration. The Association shall not, however, succeed to any easements or rights of the Developer or others reserved in the Association Documents or pertaining to any other real property adjacent to the Subdivision which is owned by the Developer.

3.8 **Implied Rights and Obligations**. The Association may exercise all rights and privileges expressly granted to the Association in the Association Documents and all other rights and/or privileges reasonably implied from those expressly granted or reasonably necessary to affect any such duties and obligations expressly imposed upon the Association by the Association Documents.

3.9 **Developer's Control of Association Prior to Turnover Date**. Notwithstanding anything in this Article 3 or elsewhere in this Declaration to the contrary, until the Turnover Date, the Developer shall maintain absolute and exclusive control over the Association and the Review Committee, including appointment, election and removal of all directors and officers of the Association and all members of the Review Committee. Until the Turnover Date, only the Developer shall be entitled to cast any votes with respect to the election and removal of Association directors and officers and members of the Review Committee or any other matters requiring the vote or approval of Members or Owners. The Developer may (but shall not be required to) at any time relinquish all or any part of the Developer's control and rights under this Article 3.9.

ARTICLE 4
POWER AND AUTHORITY

4.1 **General Power and Authority of The Association**. Subject to any limitations in applicable laws and regulations and the Articles and Bylaws, the Association has the power and authority to take all action, and to refrain from taking all action, on behalf of the Association, it deems reasonably necessary to protect the rights and to fulfill the obligations of the Association under the terms of this Declaration. Such power and authority includes, without limitation, the following, which the Association **may (but shall not be obligated or required to)** exercise in its discretion:

(a) Accept by conveyance from the Developer and own the Common Area and any other areas of the Property to be held for the general benefit of the Owners;

(b) Enforce, either in the Association's name or in the name of any Owner within the Subdivision, the covenants, conditions, restrictions and easements imposed upon the Lots, the Common Area or other parts of the Property as are in effect from time to time. The expenses and costs of any enforcement proceedings shall be paid out of the general funds of the Association. Nothing herein contained shall prevent the Developer, or any Owner having the right to do so, from enforcing in their own name any such covenants, conditions, restrictions or easements;

(c) Levy and collect all of the Assessments and all of the Working Capital Fund Contributions which are provided for in this Declaration and to charge reasonable admission fees, service charges and other amounts for the use of the Common Area;

(d) Manage and control as trustee and attorney-in-fact for all Members, all improvements upon and to the Common Area and other areas of the Property owned by the Association or held for the general benefit of the Owners;

(e) Maintain, repair and replace all lakes, swimming pools, bathhouses, pedestrian ways, gateways, entrances, fountains, gardens, water run-off detention areas, stormwater best management practice areas as required by the City, ponds or basins, lighting, water sprinkling systems, landscaped areas within the Common Area or rights-of-way or platted landscape easements, fences and ornamental features, Subdivision identification signs and monuments and any other amenities;

(f) Provide and maintain lights on Streets, parks, parking, pedestrian ways, gateways, entrances or other features, and in other public places, semi-public places or the Common Area;

(g) Erect and maintain signs for marking of Streets, and safety signs for protection of children and other persons, after such signs are approved by appropriate public authorities;

(h) Exercise control over easements (including any for water drainage control) it acquires from time to time or has pursuant to the Plat;

(i) Acquire and own title to such real estate as is reasonably necessary in order to carry out the purposes of the Association and promote the health, safety, welfare and recreation of Owners in the Subdivision, pay taxes on real estate and facilities owned by it and pay taxes assessed against the Common Area or other land in public or semi-public places within the Subdivision;

(j) Enter into such agreements with other homes associations, municipalities or other governmental agencies, individuals or corporations in order to implement the purposes of the Association, and to provide such improvements for the benefit of the Owners and Members of the Association within the intent of this Declaration;

(k) Acquire, provide and maintain insurance for the protection of the Association, the Members, and the Common Area including, without limitation, commercial general public liability, officers and directors, workers compensation, fidelity insurance and bonds to protect against dishonest acts on the part of the Association's officers, directors, trustees, employees and agents, cyber security and electronic/data breach insurance, "white collar" insurance, casualty and property insurance for any Improvements in Common Areas (including any buildings for amenities), and such other insurance against risks of a similar or dissimilar nature as the Board of Directors deems appropriate with respect to the Association's responsibilities and duties, including contractual liability for the indemnification set forth in Article 15.7 below;

(l) Subject to the voting requirements of Article 14.2 herein for amendment of this Declaration, dedicate, sell, subdivide or transfer all or any part of the Common Area to any public or private agency, authority, person or entity, but only with the prior consent of the Developer prior to the Turnover Date;

(m) Create, grant and convey easements upon, across, over, through and under the Common Area for ingress or egress or installation, replacement, repair and maintenance of all utilities or other such facilities including, but not limited to, water, sewers, natural gas, telephones, electricity and television cable systems;

(n) Establish and publish rules and regulations to regulate and control the Owners' use and enjoyment of the Common Area as well as such other activities which effect the Members' quiet and peaceful use of the Lots within the Subdivision;

(o) Employ or provide duly qualified officers for the purpose of providing police or security protection as the Board deems necessary or desirable in addition to that rendered by public authorities;

(p) Borrow money from any person, including the Developer, for the proper conduct of the Association's affairs, and the exercise of its powers and authority and the fulfillment of its obligations, subject to any limitations set forth in the Bylaws;

(q) Suspend the voting rights of any Class A Member during any period in which such Member is in default on payment of any Assessment or after notice and hearing for a period not to exceed ninety (90) days for infraction of published rules and regulations, unless such infraction is ongoing, in which case the rights may be suspended during the period of the infraction and for up to ninety (90) days thereafter;

(r) Fine any Class A Member for infraction of any of the provisions of this Declaration or any published rules or regulations in amounts as may be determined and changed from time to time by the Board of Directors;

(s) Provide for cleaning of Streets, gutters, catch basins, sidewalks and pedestrian ways;

(t) Provide for, or manage, the collection and disposal activities of rubbish, trash and garbage in the Subdivision;

(u) Care for, spray, trim, protect, plant and replant trees, shrubbery, grass and sod along all Streets and in the Common Area and other areas within the Subdivision set aside for the general use of Owners or on landscaped easements where the maintenance thereof is for the general welfare and benefit of the Members;

(v) Mow, care for, maintain and remove rubbish from vacant and unimproved Lots or other parts of the Property and to do any other things reasonably necessary or desirable to keep any vacant and unimproved property in the Subdivision neat in appearance and in good order;

(w) Exercise all rights, power and authority granted to the Association by this Declaration; and

(x) Engage a Manager to perform such duties, powers or functions of the Association as the Board of Directors may authorize from time to time as set forth in Article 4.4 below.

4.2 Exercise of Authority. Unless specifically reserved to the Members by this Declaration, the Bylaws, the Articles or applicable law, all powers and authority of the Association shall be exercised by the Board of Directors, acting within its sole discretion. Although the Association may exercise the powers and authority granted in Article 4.1 hereof, the mere existence of such powers and authority shall not require the Board to exercise such powers or authority. For example, although the Association has the power to provide for collection and disposal of rubbish, trash, refuse and garbage in the Subdivision, the Board may, in its discretion, choose not to exercise that power and, in lieu thereof, require the Owners to contract with the City or private haulers to dispose of their trash. The Association shall exercise such powers and authority in the discretion of its Board of Directors, unless otherwise specifically required or permitted herein or in the Articles or Bylaws to be exercised by the Members.

4.3 Insurance Requirements Generally. All insurance coverage obtained by the Association shall be comply with the following terms and conditions:

(a) The Developer and Manager each shall be an additional named insured on all such policies as long as the Developer owns any Lot;

(b) The insurance coverage maintained by the Association shall not be brought into contribution with insurance purchased by the Owners or their Mortgagees;

(c) Coverage under the policies shall not be prejudiced by (i) any act or neglect of any Owner, or their tenants, servants, agents, invitees, and guests when such act or neglect is not within the control of the Association, or (ii) any act, neglect or failure of the Association with respect to any portion of the Property over which the Association has no control;

(d) The policies shall contain a waiver of subrogation by the insurer as to all claims against the Developer, the Board of Directors, the Association, the Manager and the Owners and their respective agents, employees, tenants, agents and household members, and of all defenses based upon co-insurance or upon invalidity arising from the acts of the insured and contain contractual liability coverage for the indemnity set forth in Article 15.7 hereof;

(e) All policies shall be written by insurers licensed to do business in Missouri and holding a rating of B/VI or better in the financial category as established by A.M. Best Company, Inc., if reasonably available, or, if not reasonably available, the most nearly equivalent rating; and

(f) All liability insurance shall also include a cross liability endorsement under which the rights of a named insured under the policy shall not be prejudiced with respect to an action against another insured.

4.4 Manager. Any powers, duties or rights of the Association created pursuant to this Declaration, or of the Board, as provided by law and herein, may be delegated to a Manager under a management agreement, which Manager may or may not have a relationship to the Developer or its principals or affiliates; provided, however, that no such delegation shall relieve the Association of its obligation to perform such delegated duty.

ARTICLE 5
COMMON AREA

5.1 Property Rights in the Common Area. Subject to the other provisions hereof, every Member shall have a non-exclusive right and easement of enjoyment in and to the Common Area and such right and easement shall be appurtenant to and shall pass with the title to every Lot; provided, however, that ownership of any Lot shall not occur until the Association is formed and ownership of the Common Area has been transferred to the Association.

5.2 Maintenance of the Common Area. The Association shall own, manage, repair, maintain, replace, improve, operate and deal with the Common Area and keep it, and all improvements thereon, in good condition. The cost of performing these duties shall be a Common Expense. The Board of Directors may employ or contract with a Manager or third parties to render such services with respect to the Common Area. Prior to the Turnover Date, the Developer shall remain jointly and severally liable for the maintenance obligations of the Association.

5.3 Common Area Violations. In the event the City determines that any condition of the Common Area is a nuisance or is in disrepair in violation of any provision of the City's Property Maintenance Code, and such disrepair or nuisance is abated pursuant to procedures provided in such the City's Property Maintenance Code, the costs of abatement shall be a Common Expense allocated among the Owners in accordance with each Owner's Proportionate Share pursuant to the tax bill provisions of the City's Property Maintenance Code; provided, however, that any amount caused by the City's Finance Director to be assessed annually by tax bill shall not exceed five percent (5%) of the assessed valuation per Lot or per Owner. For avoidance of doubt, the City shall not be responsible for the maintenance of any Common Area.

5.4 Insurance. The Association may provide and maintain insurance for the protection, repair and replacement of the Common Area and Improvements therein as set forth above.

5.5 **No Partition**. The Common Area shall be owned by the Association, and no Owner, group of Owners, or the Association shall bring any action for partition or division of the Common Area.

ARTICLE 6
ASSESSMENTS, FINES AND WORKING CAPITAL FUND CONTRIBUTIONS

6.1 **Obligation; Purpose**.

(a) The Association may assess against Class A Members owning Lots (and each such Owner of a Single Family Residence Lot, by acceptance of a deed to such Owner's Lot, hereby agrees to pay to the Association all) Annual Assessments, Special Assessments and Default Assessments.

(b) For purposes hereof, (i) "**Annual Assessments**" are Assessments imposed and levied by the Board of Directors against each Owner of a Single Family Residence Lot, in accordance with such Owner's Proportionate Share which are necessary to meet the Common Expenses, (ii) "**Special Assessments**" are Assessments against all Owners for capital improvements to the Common Area and other purposes as stated in Article 6.3 of this Declaration, and (iii) "**Default Assessments**" are Assessments assessed against a Lot as the result of the Owner's failure to perform an obligation under the Association Documents or because the Association has incurred an expense on behalf of the Owner under the Association Documents.

(c) The Assessments shall be used for the benefit of the Owners and occupants of the Subdivision as set forth herein.

(d) No Assessments shall be imposed or levied against unplatted land included within the Property and no Assessments shall be imposed or levied against any Lots owned by the Class D Members.

(e) No Assessments shall be adjusted, reduced, abated rebated, or compromised by or as a result of any claim by any Owner that such Owner does not utilize or avail itself of the use of any applicable Common Area or any of the Improvements contained therein.

6.2 **Annual Assessments Payable by All Owners**. 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 Assessments payable by all Owners based upon the estimated Common Expenses for the subsequent fiscal year of the Association. Until modified as provided herein, the Annual Assessments shall be in amounts as determined by the budgets established by the Board of Directors from time to time. The first Annual Assessment for a Single Family Residence Lot shall be made on the closing date for the purchase of such Lot by an Owner other than the original or initial builder. The Annual Assessments shall be made by the Board of Directors on or before January 1st of each year and shall be due and payable on January 31st of each year. If the Board of Directors fails to timely make any Annual Assessments for any fiscal year, the amount of such Annual Assessments for the year shall automatically be the same as the Annual Assessments for the immediately prior year. Prior to the Turnover Date, the Board of Directors may increase the Annual Assessments as such Board shall determine appropriate. After the Turnover Date, the Annual Assessments made by the Board of Directors may not exceed (a) one hundred and twenty percent (120%) of the Annual Assessments for the immediately preceding year without the approval of a majority of the Class A Members present at a meeting duly called or (b) one hundred fifty percent (150%) of the Annual Assessments for the immediately preceding year without the approval of sixty-six and 2/3 percent (66 2/3%) of the Class A Members present at a meeting duly called. The Board of Directors may, but shall have no obligation to, make pro rata refunds of any Annual Assessments in excess of the actual Common Expenses incurred in any fiscal year or may hold the same in reserve. The Annual Assessments are payable by all Owners.

6.3 **Special Assessments Payable by All Owners**. Except as limited or prohibited by the Articles or Bylaws, the Board of Directors may levy in any fiscal year one or more Special Assessments, payable by all Owners over any period as it determines, for the purpose of defraying, in whole or in part, the cost of any unexpected repair, renovation or replacement of improvements in the Common Area or for any other expenses incurred by the Association in fulfilling its obligations to all Owners under this Declaration or otherwise imposed upon the Association. In imposing any Special Assessment, the Board of Directors shall specifically refer to this Article 6.3. The Board of Directors shall promptly give the Owners written notice of the amount of all Special Assessments and the time for payment thereof. No payment of

all or part of any Special Assessment shall be due less than thirty (30) days after such notice is given. This Article 6.3 shall not be construed as an independent source of authority for the Association to incur expense, but shall be construed to prescribe the manner of assessing expenses authorized by other sections of this Declaration.

6.4 **Default Assessments**. The Board of Directors may assess Default Assessments against an Owner of a Single Family Residence at any time. Notice of the amount and due date of each Default Assessment shall be sent to the Owner subject to such Assessment at least thirty (30) days prior to the due date. Each Default Assessment shall become a lien against such Owner's Lot when due and may be foreclosed or otherwise collected as provided in this Declaration.

6.5 **Working Capital Fund Contributions** The Developer shall require the first Owner of a Single Family Residence Lot (other than the Developer or the original or initial builder) to make a nonrefundable contribution to the general working capital fund of the Association in an amount equal to three (3) times the monthly installment of the Annual Assessments (i.e. one-fourth (1/4) of the Annual Assessment) against such Lot then in effect (a "**Working Capital Fund Contribution**"). The Association shall maintain all such 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 Common Expenses or meeting unforeseen expenditures. Such Working Capital Fund Contributions shall not relieve an Owner from making payments of the Assessments as they become due and is in addition thereto and nonrefundable in all events.

6.6 **Fines; Lien Fees**. The Board of Directors may assess and impose a Fine of such amount as the Board of Directors shall determine appropriate from time to time for each day, month or other period chosen by the Board in which any infraction of any of the provisions of this Declaration, the Articles, Bylaws or any rules or regulations promulgated by the Board is committed by any Owner of a Single Family Residence or any tenant of any such Owner. The Board of Directors may promulgate and change from time to time rules or regulations setting forth procedures for appealing Fines to the Board whose determination shall be final. Cause for Fines shall not be for frivolous reasons but for those actions which violate the security of Owners, endangers occupants, cause a nuisance to Owners or their tenants or interfere with the quiet enjoyment of their Single Family Residences or the Common Area by other Owners or their tenants. Recourse to Fines will occur when situations are not corrected or continue to occur after written notice is given to an Owner. Warnings and recourse to Fines shall be as determined by the Board of Directors. Owners shall be responsible for the acts and omissions of tenants, guests or visitors who create such violations or infractions. Additionally, in connection with any Delinquency which constitutes a lien as set forth below, the Board of Directors may assess and impose a separate fee (a "**Lien Fee**") of such amount as it shall determine appropriate from time to time to cover administrative time and expense of the Association, Board or Manager and their legal fees or costs or any other costs in connection therewith.

6.7 **Effect of Nonpayment; Liens**. Any Annual Assessment, Special Assessment or Default Assessment or any Fine or Lien Fee (individually, the "**Delinquency**" and, collectively, the "**Delinquencies**") that is not paid within thirty (30) days after its due date shall be delinquent. Upon a Delinquency becoming delinquent, the Board of Directors, in its sole discretion, may take any or all of the following actions:

(a) Assess a late charge for each Delinquency in an amount established by the Board of Directors not exceeding five percent (5%) of the Delinquency;

(b) Assess an interest charge from the date of delinquency of one and one-half percent (1½%) per month (18% APR) for each month, or portion thereof until paid in full, or such other rate as the Board of Directors may establish, but in no event a rate that is usurious under Missouri law;

(c) Suspend the voting rights of the Owner during any period of a Delinquency;

(d) Suspend the rights of the Owner and its invitees to use the Common Areas and amenities (including any swimming pool, bath house, cabanas and similar or other amenities);

(e) Cease providing any services to the Lot and Lot Owner otherwise required under this Declaration until such Delinquency is cured (unless withholding any such service would endanger the health,

safety or property of any person) and no such cessation of services shall reduce, alter or affect any Assessment due before, during or after any such cessation of services;

(f) Accelerate all remaining Assessment installments so that unpaid Assessments and other Delinquencies shall be immediately due and payable;

(g) Bring an action at law against any Owner personally obligated to pay the Delinquency;

(h) File a statement of lien with respect to the Lot; and

(i) Proceed with foreclosure of liens for the Delinquency.

A Delinquency shall constitute a lien on the Lot, including the Single Family Residence, thereon and any other Improvements, and shall attach on the due date for the Assessment. After first giving the applicable Owner of the Lot at least ten (10) days' written notice of the Delinquency and intent to assert a lien, the Association may evidence the lien by filing a certificate of lien with the Office of the Recorder of Deeds of the Missouri county in which the Lot is located. The certificate of lien, which shall be signed and acknowledged by the President, any Vice President or the Secretary of or attorney for the Association, or on behalf of the Association by any Manager appointed by it or by an attorney for the Association or the Manager, shall set forth (i) the name and address of the Association, (ii) the amount of the Delinquency, (iii) the amount of accrued interest, penalty and other amounts due, (iv) the name of the Owner of the Lot and (v) the legal description of the Lot. Simultaneously with its filing thereof, the Association or its manager shall mail a copy of the certificate of lien to the Owner at the address of the Lot or to such other address as the Association has in its files for the Owner. At any time thirty (30) or more days after filing the certificate of lien and receiving a recorded copy thereof, the Association may institute foreclosure proceedings against the affected Lot in the manner for foreclosing a deed of trust by private sale on real property under the laws of the State of Missouri. Each Owner of a Lot by its acceptance of a deed thereto hereby consents to such foreclosure mechanism. In the event of any such foreclosure, the Owner shall be liable for the amount of all unpaid Delinquencies, all penalties and interest thereon, the cost and expenses of such proceedings, the cost and expenses for filing the notice of the claim and lien and, if allowed by law, all reasonable attorneys' fees and expenses incurred in connection with the enforcement of the lien. The Association shall have the power to bid on a Lot at foreclosure sale and to acquire and hold, lease, mortgage, and convey the same. All liens for Delinquencies shall continue for a period of five (5) years from the date of attachment and no longer, unless within such time suit is commenced to collect the Delinquency against persons personally liable for such amount or foreclosure proceedings are instituted. In such cases the lien shall continue until termination of the suit and sale of the Lot upon execution of any judgment obtained or until completion of foreclosure proceedings.

6.8 **Personal Obligation**. The amount of any Delinquency chargeable against any Lot shall be a personal and individual debt of the Owner of the Lot at the time the Assessment became due. No Owner may exempt himself from liability for the Delinquency by abandonment of his Lot or by waiver of the use or enjoyment of all, or any part of the Common Area. All successors to the fee simple title of a Lot shall be jointly and severally liable for all unpaid Delinquencies, interest, late charges, penalties, costs, expenses, and attorneys' fees against such Lot with the Owner who owned the Lot at the time the unpaid Delinquency first became due. Nothing contained herein shall prejudice any such successor's rights to recover from any prior Owner amounts paid by such successor. The liability of a successor shall not be personal and shall terminate upon termination of such successor's fee simple interest in the Lot. The successor may rely on the statement of status of Delinquencies by, or on behalf of, the Association under Article 6.11 below. The Association may bring suit against the Owner or any successor to recover unpaid Delinquencies any penalties and interest thereon, the cost and expenses of such proceedings and, if allowed by law, all reasonable attorneys' fees and expenses in connection therewith, without foreclosing or waiving the Delinquency lien provided in this Declaration.

6.9 **Priority of Lien**. The lien for Delinquencies provided for in this Declaration shall be subordinate to (a) liens for real estate taxes and special governmental assessments and (b) Mortgages recorded prior to the due date for any such Delinquency. The lien for Delinquencies shall be superior to and prior to any homestead exemption provided now or in the future under the laws of the State of Missouri which all present and future Owners waive by taking title to Lots. Except as specifically set forth herein or provided by law, no sale or transfer of a Lot shall release it from the lien of any Delinquency. The amount of any extinguished lien for a Delinquency may, at the direction of the Board of Directors, be reallocated and assessed to all Single Family Residence Lots as a Common Expense.

6.10 **Notice to Mortgagee**. Upon written notice by a Mortgagee to the Association of a Mortgage and written request for notice of unpaid Delinquencies, the Association shall report to the Mortgagee all Delinquencies remaining unpaid for longer than sixty (60) days after the due date. Any Mortgagee holding a lien on a Lot may pay any unpaid Delinquency, together with all costs and expenses incurred with respect to the lien, and upon such payment that Mortgagee shall have a lien on the Lot for the amounts paid with the same priority as the lien of the Mortgage.

6.11 **Statement of Status**. Upon written request of any prospective Mortgagee or purchaser of a Lot and payment of a reasonable fee established by the Board of Directors, the Board of Directors of the Association shall issue a written statement setting forth the amount of all unpaid Delinquencies, if any, with respect to such Lot. The amount set forth on such statement from the Association shall be binding on the Association if the prospective purchaser purchases the Lot; provided, however, the Owner of the Lot during the time when such Delinquency became due and owing shall remain liable for all unpaid Delinquencies. If the Association does not issue a written statement within thirty (30) days of its receipt of the request and fee payment, the prospective purchaser may make an additional written request. If the Association does not issue a written statement within ten (10) days of the second request, the lien for the unpaid Delinquencies shall be released automatically upon the prospective purchaser's acquisition of the Lot. A statement shall be deemed issued by the Association upon deposit in the U.S. Mails or tender of delivery to the prospective purchaser.

6.12 **Notification of Association's Address**. The Association shall notify each Owner, at their address listed with the Association, of the Association's address, and all changes thereto, where payments shall be made and other Association business may be conducted (which may be at the Manager's offices).

6.13 **Pledge of Assessment Rights as Security**. The Association shall have the power to pledge the right to exercise its assessment powers and rights as security for any obligations of the Association; provided, however, any such action shall require, prior to the Turnover Date, the assent of the Developer and, after the Turnover Date, a majority vote of all Members of the Association. Such power shall include the ability to make an assignment of Assessments then payable to, or which will become payable to, the Association, which assignment may be then presently effective but allows such Assessments to continue to be paid to the Association and used by it unless and until the Association shall default on its obligation secured by the assignment.

6.14 **Optional Developer Loans to Association**. In the event that, at any time or from time to time, the Assessments (including the Annual Assessments and the Special Assessments) and the Working Capital Fund Contributions (including the Working Capital Fund Contributions) are not sufficient for the Association to pay all Common Expenses or otherwise permit the Association to perform its duties and obligations under this Declaration, the Developer **may (but shall not be obligated to)** make loans or advances to the Association to enable it to meet such deficiency or deficiencies in funding. Any such loan or advance made by the Developer to the Association shall bear simple interest at a per annum rate equal to two percent (2%) above the prime rate of interest shown in the *Money Rates* section of *The Wall Street Journal* on the date such loan or advance is made and shall accrue until the loan or advance, with accrued interest, is paid in full. As soon as reasonably practicable, the Board of Directors may increase the Assessments in amounts sufficient to pay off the principal and interest of such loans or advances made by the Developer to the Association.

6.15 **Initiation Fee**. An Initiation Fee of $250.00 shall be payable by each new Lot Owner to the Association, for use as part of the general funds of the Association, upon each sale, conveyance or transfer of ownership of a Lot for value (except for the transfer from the Developer to a builder and the transfer from the builder to the initial occupant/Lot Owner). From time to time the Association may increase the Initiation Fee.

ARTICLE 7
INSURANCE LOSS; CONDEMNATION

7.1 **Association as Attorney-in-Fact**. Each Owner hereby irrevocably appoints the Association as the Owner's true and lawful attorney-in-fact for the purposes of dealing with any damage or other loss in connection with the Common Area which is covered by insurance written in the name of the Association or a complete or partial taking of the Common Area in condemnation. Acceptance by a grantee of a deed or other instrument of conveyance from the Developer or any other Owner conveying any portion of the Property shall constitute appointment of the Association as the grantee's attorney-in-fact for such purposes. The Association shall have full authorization, right and power to make,

execute and deliver any contract, assignment, deed, waiver, settlement or other instrument with respect to the interest of any Owner which may be necessary to exercise the powers granted hereby to the Association as attorney-in-fact.

7.2 **Repair of Damaged Common Area**. Except as provided herein to the contrary, the Association shall use the proceeds of all insurance for the Common Area to repair or replace any part of the Common Area damaged by an insured occurrence, having a fair market value in excess of the Association's deductible.

7.3 **Special Assessments if Insurance Proceeds Insufficient**. If the insurance proceeds are insufficient to pay the costs of repair or replacement as set forth in Article 7.2, the Association may, pursuant to Articles 6.3, above, levy, assess and collect in advance from the Owners, without the necessity of a special vote of the Owners, a Special Assessment, sufficient to provide funds to pay the additional cost of such repair or replacement. If the aggregate of any Special Assessment for expenses relating to such repair or replacement exceeds $5,000.00 with respect to the Common Area, then the Special Assessment may be made only upon (i) prior to the Turnover Date, approval of the Developer, and (ii) after the Turnover Date, approval of the Board of Directors and approval of the Developer if it then still owns a Lot. Further levies may be made in like manner if the amounts collected prove insufficient to complete any such repair or replacement.

7.4 **Condemnation**. Except as provided herein, if any portion of the Common Area on which Improvements have been constructed is taken by any condemnation or similar proceeding, the Association shall restore or replace such Improvements on the remaining land included in the Common Area. If the condemnation award is insufficient to pay the costs of restoring or replacing the taken Improvement, the Association may, pursuant to Articles 6.3 above, levy, assess and collect in advance from the Owners, without the necessity of a special vote of such Owners, a Special Assessment sufficient to provide funds to pay the additional cost of such restoration or replacement. If the aggregate of any such Special Assessments for expenses relating to such restoration or replacement exceeds $10,000.00, then such Special Assessments may be made only upon (i) prior to the Turnover Date, approval of the Developer and (ii) after the Turnover Date, approval of a majority of the Class A votes possible to be cast under this Declaration and approval of the Developer if it then owns a Lot. Further levies may be made in like manner if the amounts collected prove insufficient to complete such restoration or replacement.

7.5 **Decision Not to Rebuild or Replace**. Prior to the Turnover Date, if the Developer decides, and after the Turnover Date, if Owners representing at least sixty-six and two-thirds percent (66 2/3%) of the Class A votes possible to be cast under this Declaration agree by vote at a meeting or in writing, not to repair or replace any part of the Common Area damaged by an insured occurrence and do not authorize alternative improvements to such part of the Common Area, the damaged property shall be restored to its natural state and maintained as an undeveloped portion of the Common Area by the Association in a neat and attractive condition. Prior to the Turnover Date, the Developer and, after the Turnover Date, Owners representing at least sixty-six and two-thirds percent (66 2/3%) of the Class A votes possible to be cast under this Declaration may elect not to restore or replace any improvements comprising a part of the Common Area taken by condemnation. In either case, the Board of Directors shall, in its sole discretion, either retain all unused insurance proceeds or condemnation awards (or any awards in excess of the cost of restoring or replacing the taken improvements) in reserve or distribute such proceeds to the Owners in accordance with each Owner's Proportionate Share. Notwithstanding the foregoing, the Developer and the Owners may not agree, vote or elect not to repair, reconstruct or restore any storm water detention facilities or City required best management practices areas without first obtaining the written consent of the City and taking adequate alternative storm water drainage control or other measures.

ARTICLE 8
ARCHITECTURAL CONTROL AND CONSTRUCTION STANDARDS

8.1 **Architectural Review Committee**. An Architectural Review Committee (the "**Review Committee**"), consisting of three (3) or more persons, shall be established to exercise the powers granted by this Article 8. At all times prior to the Turnover Date, the Developer shall have the power to appoint all members of the Review Committee, who shall serve until they resign or are removed by the Developer. After the Turnover Date, the Board of Directors shall appoint the members of the Review Committee, at least one (1) of which shall be a Class A Member, who shall serve terms of one (1) year or until their earlier resignation or removal by the Board of Directors. All decisions of the Review Committee shall be made by a majority of its members.

8.2 **Architectural Control**. To preserve the harmony of the construction, location and exterior design and appearance of the Lots, the Single Family Residences, and other Improvements on the Lots, (a) all Single Family Residences, buildings, walls, fences, structures and other appurtenances or Improvements of any kind to be constructed or located on any Lot (collectively, the "**Improvements**"), (b) all additions, changes and alterations to any Improvement which impacts its exterior design or appearance and (c) all changes to the topography of any Lot (collectively, the "**Proposed Construction**"), shall be approved, in writing, by the Review Committee before such Proposed Construction is commenced. Except as provided in Article 8.4 hereof, the Review Committee shall not approve any Proposed Construction which does not fully comply with the requirements hereof including, without limitation, Article 8.5 below, or where the exterior design or appearance (including exterior color) of the Proposed Construction is not, in the sole discretion of the Review Committee, in harmony with the existing Single Family Residences in the Subdivision, the topography and overall design and appearance of the Subdivision, the Developer's intended design and appearance of the Subdivision or otherwise detracts from the design and appearance of the Subdivision in the sole opinion of the Review Committee.

8.3 **Application for Approval**. The Owner shall apply, in writing, to the Review Committee for approval of all Proposed Construction. The application shall include plans, drawings, specifications and information (including all construction drawings and site plans) showing, as and if applicable, (a) the front, rear and side elevations, (b) proposed grading and drainage from the Lot, (c) floor plan with total square footage, (d) height of all Improvements, (e) exterior materials, (f) method of construction, (g) exterior color scheme, including samples, manufacturers name and product numbers, (h) landscaping and (i) all other information reasonably required by the Review Committee. The Review Committee may request additional information from an Owner at any time within thirty (30) days after its last receipt of information from the Owner or his representatives. The Review Committee may establish and publish such other rules and regulations regarding approval of Proposed Construction as the Review Committee determines are reasonable. If the Review Committee does not act upon an Owner's application within thirty (30) days after submission of all information required by the Review Committee, approval of the Proposed Construction as submitted shall be deemed to have been given and the requirements of this Article 8.3 fully satisfied.

8.4 **Modification of Requirements; Appeal of Review Committee Decision**. Except as specifically provided herein to the contrary, by unanimous decision, the Review Committee may waive any of the requirements set forth herein, including those set forth in Article 8.5 hereof. Any waiver granted shall not be effective and may not be acted upon until eleven (11) days after the date on which the Review Committee renders its decision. The Owner submitting an application may appeal any decision of the Review Committee which denies that application for Proposed Construction. An Owner of any Lot may appeal any decision of the Review Committee which waives any of the requirements set forth herein. All appeals shall be to the full Board of Directors. All appeals to the Board of Directors shall be made in writing and submitted to the Secretary of the Association within ten (10) days after the Review Committee renders its decision which is the subject of the appeal. If the Board of Directors does not act upon an appeal within sixty (60) days of it being timely submitted, the relief requested in the appeal shall be deemed denied. In deciding an appeal, the Board of Directors can take only such actions as the Review Committee was originally empowered to take. All decisions on appeals shall be made by a majority of the Board of Directors, acting in the sole discretion of the members of the Board, and shall be final and not subject to further appeal, including to the Owners, or subject to judicial review. Pending final decision on appeal, the waiver requested shall be held in abeyance and may not be acted upon.

8.5 **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 and other Improvements constructed on any Lot shall conform to the following:

(a) Except for model homes, temporary model homes or other sales trailers or centers or as otherwise specifically provided herein, no building other than a Single Family Residence may be constructed on any Lot. All Single Family Residences must be constructed on Lots platted and/or created only for Single Family Residences. Under no circumstance, even with Review Committee or Board of Director approval, shall any commercial, retail or other business building be constructed on any Lot which is subject to this Declaration.

(b) No Single Family Residence or other structure shall be erected on any part of a Single Family Residence Lot nor shall any Residence be located on any Single Family Residence Lot nearer to the front Lot line or the side Lot line than the minimum building set-back shown on the recorded Plat or as set forth in the Zoning Ordinance or, if none is shown on the Plat or set forth in the Zoning Ordinance, seven and one-half (7.5)

feet. No Single Family Residence shall be located nearer to an interior Lot line than the lesser of seven and one-half (7.5) feet or ten percent (10%) of the width of the Single Family Residence Lot or as otherwise required or permitted by the Zoning Ordinance. An interior Lot line is the common boundary line between two (2) Single Family Residence Lots. The Review Committee shall approve the orientation of the Single Family Residences on the Single Family Residence Lots and may require the front of Single Family Residences located on corner Single Family Residence Lots to be forty-five degrees (45°) to the front Lot line.

(c) For all Single Family Residences located in the Hook Farms Subdivision: the finished floor area of the main structure of a Single Family Residence shall be (i) at least 1,200 square feet for all one-story Single Family Residences, (ii) at least 1,200 square feet for all split-level or split-entry Single Family Residences, (iii) at least 1,000 square feet of finished first floor area and at least 1,400 square feet of total finished floor area for any one and one-half (1 1/2) - story Single Family Residences, and (iv) at least 700 square feet of finished first floor area and a total finished floor area of not less than 1,400 square feet for two (2) story Single Family Residences. For all Single Family Residences located in the Retreat at Hook Farms Subdivision: the finished floor area of the main structure of a Single Family Residence shall be (i) at least 1,500 square feet for all one-story Single Family Residences, (ii) at least 1,200 square feet of finished first floor area and at least 1,800 square feet of total finished floor area for any one and one-half (1 1/2) - story Single Family Residences, and (iii) at least 1,000 square feet of finished first floor area and a total finished floor area of not less than 2,100 square feet for two (2) story Single Family Residences. Split-level or split-entry Single Family Residences shall be prohibited in the Retreat at Hook Farms Subdivision. The above-required minimum square footages shall be exclusive of porches, attached garages, carports, breezeways, steps, eaves and similar portions of such Single Family Residences. The Developer and/or Review Committee reserves the right to require greater square footages on the approval of any plan. No building or structure other than a Single Family Residence shall be erected, altered, placed or permitted to remain on any Single Family Residence Lot. No Single Family Residence may exceed two (2) levels in height in the front. Each Single Family Residence shall have an attached garage for not less than two (2) vehicles. Garages may accommodate more vehicles, but the exterior elevation of the Single Family Residence will not appear to have more than four (4) garage spaces, in total.

(d) All exterior surfaces of any Single Family Residence shall be constructed of only brick, stone, masonry (excluding blocks) or stucco, wood (including wood shingles) or such other materials as approved from time to time by the Review Committee; provided, however, the exterior surface of the front, Street-facing side of any Single Family Residence located in the Retreat at Hook Farms Subdivision shall be constructed of only masonry (excluding blocks) materials. Vinyl siding on any Single Family Residence shall not be permitted except with prior Review Committee approval and then only in accordance with such specifications for materials and methods of installation as are established by the Review Committee from time to time. The Review Committee may also approve the use of any combination of the materials listed in this paragraph.

(e) Any portion of a foundation protruding more than twelve inches (12") above the ground shall be painted the same color as the body of the Single Family Residences.

(f) All Single Family Residences shall have wood, wood clad, vinyl or aluminum windows and may have aluminum or other metal storm windows and screens or such other types as approved by the Review Committee.

(g) All Single Family Residences shall be roofed with a minimum of a 30-year composition roof or such other materials as shall be allowed by the Review Committee.

(h) All wood and other non-brick or non-stone exteriors of any Single Family Residence (except roofs), if permitted by the Review Committee, shall be painted or stained with high quality products of a color required by the Review Committee. During construction, no Single Family Residence or any addition to or remodeling thereof shall stand with an unfinished exterior for longer than six (6) months.

(i) All water, gas, electricity, sewer, telephone, cable television and other utilities or services shall be located and run underground on or to each Single Family Residence Lot.

(j) All driveways for Single Family Residences shall be constructed of concrete. No asphalt, rock or gravel driveways shall be permitted. Each Owner of a Single Family Residence shall maintain such Owner's driveway in good condition and replace the same when necessary. No driveway may be constructed in a manner which permits an additional vehicle to be parked on such driveway without impeding the direct access of any other vehicle to any portion of the garage, any such determination to be made in the sole discretion of the Review Committee.

(k) All yards initially shall be sodded with the following perennial turf grasses: blue grass, fine blade fescue or fine blade rye. Zoysia grass may be used in certain areas but only as approved in advance by the Review Committee. Use of Bermuda grass shall not be permitted. Sodding shall not be required in locations where the Review Committee determines the soil, light, topography or costs would make sodding impractical or unreasonably expensive. All Single Family Residence Owners shall keep their respective lawns and plantings (including street trees) mowed, trimmed and in as good condition as soil, climate and other natural or governmental conditions (including watering restrictions) shall permit.

(l) One (1) of each of the following items may be constructed on each Single Family Residence Lot for personal, non-commercial use by the Single Family Residence Owner with the prior approval of the Review Committee: in-ground swimming pools, hot tub and spa. The Review Committee may require fencing and/or screening of such approved items. No above ground or above grade swimming pools shall be permitted on any Single Family Residence Lot.

(m) One (1) permanent basketball goal may be erected adjacent to or along the Single Family Residence's driveway with the prior approval of the Review Committee. Portable basketball goals are not permitted.

(n) No playground equipment may be installed or used, temporarily or permanently, in the front or side yards of any Single Family Residence.

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

(p) Vegetable, herb or other gardens not exceeding one hundred (100) square feet in size, located behind the rear corners of the Single Family Residence and at least five feet (5') away from the boundary of the Single Family Residence Lot are permitted on a Single Family Residence Lot. Raised gardens, garden canopies, other garden improvements and gardens in excess of the square footage set forth above may be permitted only with the prior advance written approval of the Review Committee.

(q) Construction of a Single Family Residence shall be fully completed within twelve (12) months after excavation is started.

8.6 Modification of Standards. In its sole and absolute discretion, the Review Committee may approve exceptions to and variations from any of the foregoing construction standards. Additionally, the Developer reserves the right to modify, amend, alter, change or eliminate any of the provisions of this Article 8 for any Expansion Property pursuant to a Supplemental Declaration subjecting such Expansion Property or this Declaration.

ARTICLE 9
USE RESTRICTIONS

9.1 General. Unless the Board of Directors, acting in its sole discretion, unanimously waives the application thereof (which waiver may not be granted if contrary to any specific prohibition set forth herein), the following restrictions are hereby placed on the Property.

9.2 Single Family Residence Only. Except as specifically provided herein, each Single Family Residence shall be used strictly as a single family dwelling unit for a single household of one or more persons. None shall be used

as or for a halfway house for alcoholics, drug addicts, prisoners, juvenile delinquents or individuals under court mandated supervision or a group home for unrelated persons with mental, physical or other developmental disabilities or a domestic violence shelter or a nursing home or a daycare facility, all of which are prohibited in the Subdivision unless otherwise required or permitted by the Zoning Ordinance. No business shall be conducted, or carried on, in or from any Lot or Single Family Residence except (a) marketing or sales activities by the Developer, or its agents, and builders authorized to have model homes may be conducted from model homes or sales trailers and (b) with the approval of the Review Committee, conduct of a profession or home industry which does not involve (i) employees working at the Single Family Residence who are not permanently residing therein and (ii) customers regularly visiting to conduct business. Even if the foregoing are satisfied, the Review Committee may withhold its approval if it determines, in its sole discretion, the commercial or business activity is not compatible with the Subdivision for any reason.

9.3 **Prohibited Buildings and Structures**. No mobile home or trailer (with or without wheels), basement (without a Single Family Residence above it), moved house, manufactured house, tent, shack, barn, shed or other outbuilding or structure shall be constructed or located on any Lot at any time. Storage or utility sheds or barns are not permitted on any Lot.

9.4 **Fences**. The construction methods, materials and location of all fences approved by the Review Committee shall harmonize with the external design of the Single Family Residences in the Subdivision. No wire, chain link, wood, plastic or polymer fences shall be permitted (except for privacy fencing in certain areas which may be wood, plastic or polymer materials as approved in advance by the Review Committee); provided, however, dog-eared cedar picket fences or cedar shadowbox fences may be constructed on Lots located in the Hook Farms Subdivision. Under no circumstance shall any fence be permitted in violation of restrictions in the Plat or any ordinance approving the Plat or any other plat affecting the Property. No fences shall be placed in front of the rear wall of the Single Family Residence; fences on Lots located in the Retreat at Hook Farms Subdivision shall be constructed of black wrought iron (or aluminum or steel simulations thereof); fences on Lots located in the Hook Farms Subdivision shall be constructed of either black wrought iron (or aluminum or steel simulations thereof) or cedar; shall not exceed five (5) feet in height; and shall not have double gates or gates exceeding five (5) feet in width. The total number and location of gates are subject to prior written Review Committee approval. The Review Committee may require other restrictions for corner Single Family Residence Lots based on the orientation of the Single Family Residence on such corner Single Family Residence Lot and the yards of adjacent Lots.

Notwithstanding anything herein to the contrary, the Owners of Lots through and including 1-8, 22-24 and 40-45 of the Hook Farms First Plat (the "Restricted Lots") are hereby subjected to the following:

(a) Any fencing on such Restricted Lots shall be constructed of only black wrought iron (or aluminum or steel simulations thereof), no more than four (4) feet in height, as set forth in the fencing guidelines established from time to time by the Review Committee and no other fencing of any type shall be permitted thereon; and

(b) Such fencing shall be permitted only at locations on such Restricted Lots as are approved in advance by the Review Committee upon application of a Lot Owner affected hereby.

9.5 **Mailboxes; Mailbox Fee**. If mail delivery via centralized boxes in the Common Area is available, no other mailboxes shall be located on the Lots. If such centralized mail delivery is unavailable, the Review Committee shall approve the design, appearance and location of all mailboxes erected or located on any Lot. The Developer may charge a fee in the sale contract for any Lot to reimburse itself for any costs incurred by it in connection with the installation of centralized mailboxes.

9.6 **Antennas and Other Projections**. Except as provided herein, no television, radio, citizen's band, short wave or other antenna, satellite dish, solar panel, clothes line, pole (exclusive of permitted basketball goals for Single Family Residences) or other unsightly projection shall be visible from the exterior of any Single Family Residence, including any such item attached thereto or located in a yard or the Common Area. The Review Committee may, in its sole discretion, approve satellite dishes which are thirty-nine inches (39") or less in diameter or otherwise in size and/or solar panels attached to a Single Family Residence permitted by applicable laws and regulations subject to all conditions which the Review Committee attaches to such approval, including the location and applicable screening of the satellite dish or solar panel, which conditions shall comply with all applicable laws and regulations. To the extent that this

restriction may be inconsistent with the regulations of the Federal Communications Commission (the "**FCC**"), as amended from time to time, this restriction shall be deemed modified to the extent necessary to comply with such FCC regulations and still provide such limitations as are consistent with the intent of this restriction.

9.7 **Flagpoles and Ornamental Light Fixtures for Single Family Residences**. A flagpole or an ornamental light fixture may be erected or installed in the front yard or rear yard of a Single Family Residence with the approval of the Review Committee obtained in advance of erection or installation of the same. The location, design, materials and method of installation of such items shall be as approved or established in advance by the Review Committee.

9.8 **Garages**. No garage may be improved for use as living area. All doors of garages of Single Family Residences which are visible from the curb shall be kept closed except when removing motor vehicles or other items from, or the cleaning of, such garage.

9.9 **Holiday Decorations**. Christmas and other holiday lights and decorations may be displayed on the exterior of a Single Family Residence on any Lot only during the period beginning thirty (30) days prior to and ending fifteen (15) days after such holiday and they must be removed at the expiration of such period. The method and means of installation of such lights and decorations shall be only as established or permitted by the Review Committee.

9.10 **Septic Tanks**. No septic tanks or other individual sewage disposal system may be constructed on any Lot or elsewhere on the Property.

9.11 **Storage Tanks**. No tank for storage of oil or other product may be maintained in any Single Family Residence, garage or on any Lot, whether above or below the surface of the ground.

9.12 **Refuse**. No trash receptacles, trash, ashes or other refuse may be thrown, dumped, stored or burned on any Lot, or the Common Area, except during construction of a Single Family Residence or any addition thereto or remodeling thereof. The storage or burning of trash receptacles, trash, garbage, old appliances, junk or other refuse is prohibited on the Property outside of a Single Family Residence, except such items may be set out for collection after 6:00 p.m. on the day before the scheduled collection day and brought in within twelve (12) hours following scheduled collection.

9.13 **Signs; Advertising**. Except as provided below, no signs, billboards or advertising structures of any kind may be placed on any Lot or in or on any Single Family Residence, or be visible from the interior of any Single Family Residence or building on the Lot. Signs advertising the lease or sale of an individual Lot, which do not exceed five (5) square feet in size, may be erected or placed on the Lot being sold or leased. The Developer may erect or place "billboard" type signs related to the Subdivision on any Lot owned by it or on any Common Area.

9.14 **Nuisances**. No activity shall be carried on in, on or from any Lot or any Single Family Residence which is noxious or offensive or an annoyance or nuisance to the neighborhood. The Owner shall be responsible for all activity carried on in, on or from a Lot or a Single Family Residence whether or not the Owner is involved in, or has knowledge of, such activity.

9.15 **Animals**. At no time shall bees, cows, horses, swine, goats, sheep, poultry, other domesticated farm animals, undomesticated (wild) animals, exotic animals or animals requiring special permits from the State of Missouri or United States of America be kept at any time in any Single Family Residence or on any Lot or in any of the Common Area. Except as otherwise prohibited herein, dogs, cats and other household pets (i) may be kept in a Single Family Residence (provided such pets are not kept for breeding or other commercial purposes), (ii) are limited to no more than three (3) in total number and (iii) the keeping of such pets does not create any unsanitary condition. Doghouses or similar animal shelters shall be located in the back yard, and shall only be of such size, design and materials as approved in advance by the Review Committee. Runs, kennels or similar structures shall not be permitted.

9.16 **Vehicles**. Except as provided below, no boats or motor vehicles, including automobiles, buses, campers, trailers, recreational vehicles, tractors, semi-tractors, semi-trailers, trucks or motorcycles, may be parked, stored or kept on any Lot or Common Area (including driveways) except in an enclosed garage. However, passenger vehicles

(i.e. automobile, van or pickup truck not larger than 3/4 tons) in operable, drivable condition may be parked on a driveway at any time. Any other passenger vehicles, trucks, recreational trailers, campers, motorcycles and recreational vehicles not exceeding twenty (20) feet in total length which are owned by a person not permanently residing in the Single Family Residence on the Lot may be parked in the driveway or at the curb but for no more than any portion of seven (7) out of fourteen (14) consecutive days. No major repair work shall be performed on any vehicle or boat while parked on the driveway or in the yard outside the garage or on any Street or on any portion of the Common Area. All vehicles that are not drivable, whose presence makes an unsightly appearance or create a nuisance or that are a hazard to life, health or public safety, shall not be parked or kept on any driveway, yard, Common Area or at the curb for more than seven (7) consecutive days. No vehicle shall be parked on any driveway in a manner that blocks front sidewalk access across such driveway.

9.17 **Occupancy; Repair**. No Single Family Residence shall be occupied until it is fully completed, except for exterior painting, minor trim details, and sodding and landscaping the yard. In the event of fire, windstorm or other damage, no Single Family Residence shall be permitted to remain in a damaged condition longer than three (3) months.

9.18 **Storage of Construction Materials**. No building material of any kind or character shall be placed or stored on any Lot or the Common Area until the Owner thereof has received required approval from the Review Committee for the project and is ready to commence construction. All material permitted to be stored on a Lot shall be placed only within the property lines of the Lot or Lots upon which the approved Improvements are to be constructed or on portions of the Common Area approved in advance by the Board of Directors.

9.19 **Landscaping Easement**. Except as permitted by the Plat and the Review Committee or elsewhere herein, no Improvement or personal property of any Owner shall be located in any buffer strip shown on the Plat or any other plat affecting the Property or in any of the Common Area.

9.20 **Maintenance of Lawns, Plantings and Street Trees**. All lawns, plantings and street trees shall be maintained and kept in good condition as set forth in Article 8.5(k) above. Single Family Residence Owners are responsible for the care, maintenance and/or replacement of street trees at such Owners' cost and expense. They shall consult the City's Parks and Recreation Department's Street Tree Planting Requirements prior to the removal or replacement of street trees. No Single Family Residence Owner shall permit grass to reach a height of six inches (6") or more or otherwise permit such Owner's lawn or plantings to create an unsightly appearance. If a Single Family Residence Owner fails to comply with this restriction, the Association may have such grass cut or otherwise correct such unsightly appearance and all costs thereof shall be assessed against and collected from such Single Family Residence Owner in the same manner as Assessments.

9.21 **Easements**. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the Plat or by separate recorded instruments. No structure, except driveways, paved areas and approved fences, may be placed or permitted to remain within any utility easement which interferes with the construction or reconstruction and the proper, safe and continuous maintenance of the such utility easement. No structure, planting or other material shall be placed or permitted to remain on any drainage easements which (a) damages or interferes with the installation, use or maintenance of the easement, (b) changes the direction of flow of drainage channels in the easements, (c) obstructs or retards the flow of water through drainage channels or its collection in detention ponds or basins in the easements.

9.22 **No Subdividing**. No Single Family Residence Lot may be subdivided without the prior approval of the Board of Directors.

9.23 **No Mining Activities**. No portion of the Property shall be used, at any time, for mining, boring, quarrying, drilling, refining or other operations involving, or related to, the extraction or exploitation of any subsurface natural resource of any kind. The prohibitions of this Article 9.23 may not, under any circumstances, be waived or amended by the Review Committee, the Board of Directors, the Owners or Members.

9.24 **No Hunting, Firearms or Archery Use Permitted**. No hunting or use of air rifles, air pistols, firearms, bows, arrows or other archery equipment, spears, blowguns or similar devices shall be permitted or conducted by any Owner, or by any Owner's guests, tenants or invitees, at any time on any Lot or any other portion of the Subdivision or the Property, including the Common Area.

9.25 **Special Uses of Common Areas**. With the prior written approval of the Board of Directors obtained in each instance, the Association may permit an Owner to use one or more portions of the Common Areas or the Subdivision's amenities for personal matters (e.g. teaching swimming or tennis lessons, personal fitness or other training or events). The Board may condition its approval on such requirements as it may deem necessary or desirable in its sole discretion.

ARTICLE 10
DEDICATION AND USE OF STREETS AND COMMON AREA

10.1 **Streets**. The Streets are shown on the Plat. All Streets shall be used only for their intended purposes as free and clear roadways for ingress and egress purposes and no Owner of any Lot shall block passage, damage or abuse any Street. All Streets have been dedicated to the City, are under its control and no work is permitted thereon without prior approval of the City.

10.2 **Common Area**. The Developer hereby dedicates the Common Area to the Association. The Developer will convey to the Association, by special warranty deed, the Common Area in their then present condition, upon the later of the date hereof and completion of the initial construction of any facilities or Improvements on any Common Area. Thereafter, the Developer shall have no further responsibility or obligation of any kind with respect to such Common Area. The Common Area shall be used only for its intended purposes. Private open areas, areas for monuments or similar structures and any detention facility areas are shown on the Plat and limited to such uses and are not an extension of any Lot.

10.3 **Maintenance of Common Area**. Except as otherwise specifically provided herein, the Association shall maintain, manage, operate, replace, repair and improve all Common Area, including all Improvements thereon. Any Owner damaging or abusing the Common Area shall be responsible to the Association for all costs and expenses incurred by it to repair such damage, including full replacement of the damaged property. The Association may, but shall not be required to, maintain, manage, operate, replace, repair and improve all property located within the right-of-way of any Street including, without limitation, street lights and sidewalks, if the Board of Directors determines, in their sole discretion, that it would be in the best interest of the Association and the Owners that the Association undertake such activities. The Association may contract with a Manager or third parties to carry out all activities permitted by this Article 10.3.

ARTICLE 11
EXPANSION OR REDUCTION OF PROPERTY

11.1 **Reservation of Right to Expand**. By amendment or supplement to this Declaration, the Developer hereby reserves the absolute right to unilaterally expand the Property, from time to time, to include additional Lots (for Single Family Residences), Common Area, and other property in the Subdivision and other property that has not yet been subdivided or platted (collectively, the "**Expansion Property**").

11.2 **Declaration Operative to Expansion Property**. The addition of Expansion Property shall be done by the Developer filing one or more Supplemental Declarations of record in the Office of the Recorder of Deeds for the applicable county or counties in Missouri in which such Expansion Property is located. Such Supplemental Declaration shall describe the Expansion Property, together with any covenants, conditions, restrictions and easements particular thereto. Expansion Property may be added in stages by successive supplements or in one (1) supplemental expansion. The Expansion Property shall be subject to all of the terms and conditions of this Declaration.

11.3 **Expansion of Definitions**. If the Property included in the Subdivision is expanded as provided in this Article 11, all definitions used in this Declaration shall be automatically expanded to include such additional property. For example, "**Lot**" shall mean the Lots described in the Plat plus all additional Lots added by or pursuant to Supplemental Declarations and supplemental plats, and "**Declaration**" shall mean this Declaration as supplemented.

11.4 **Reservation of Right to Remove**. By amendment or supplement to this Declaration, the Developer hereby reserves the absolute right at any time to unilaterally remove from the effect and control of this Declaration

any portion of the Property which the Developer has not sold or conveyed, whether platted or unplatted (the "**Removed Property**"). Any such removal shall be by Supplemental Declaration filed of record in the manner set forth above and shall be effective on the date so filed of record.

ARTICLE 12
PROPERTY RIGHTS OF OWNERS

12.1 Owner's Easement of Enjoyment. Subject to the other terms of this Declaration, every Owner has a non-exclusive right in and easement of enjoyment of the Common Area. Such easement shall be appurtenant to, and pass with, title to every Lot.

12.2 Recorded Easements. The Property shall be subject to all easements as shown on any recorded Plat affecting the Property and to all other easements of record, or of use, as of the date this Declaration is recorded or as subsequently granted by the Association over or through the Common Area.

12.3 Developer's Rights Incident to Construction and Enforcement of Declaration. The Developer, for itself and its successors and assigns, hereby reserves an easement for construction, utilities, drainage, ingress and egress over, in, upon, under and across the Common Area, together with the right to store materials on the Common Area, and to make such other use of the Common Area as is reasonably necessary or incident to the construction of Single Family Residences on the Lots or other Improvements on the Property or other real property owned by the Developer or to permit enforcement of the provisions of this Declaration. The Developer may not exercise the foregoing rights in a way which unreasonably interferes with the occupancy, use, enjoyment or access to the Lots or the Subdivision by the Owners.

12.4 Reservation of Easements, Exceptions and Exclusions. The Developer reserves and hereby grants to the Association the concurrent right to establish, from time to time, by declaration or otherwise, utility and other easements, permits or licenses over the Common Area, for any purpose including, without limitation, to Streets, paths, walkways, drainage, recreation areas and parking areas, and to create other reservations, exceptions and exclusions for the best interest of all Owners and the Association. In exercising such right, the Association shall do so in order to serve all the Owners within the Subdivision.

12.5 Emergency Access Easement. A general easement is hereby granted to all police, sheriff, fire protection, ambulance and other similar emergency agencies or persons to enter upon all Streets and upon the Property in the proper performance of their respective duties.

12.6 View. No Single Family Residence Owner has any right to an unobstructed view beyond the boundaries of such Owner's Lot. No Owner shall be entitled to prevent the construction or location of any structure, planting material or other item on or in any other part of the Subdivision, which is permitted by this Declaration, because such structure, planting material or other item obstructs any view from the affected Lot.

12.7 Delegation of Use. Any Single Family Residence Owner may, in accordance with and subject to the limitations of the Association Documents, delegate such Owner's right of enjoyment to the Common Area to the members of the Owner's family, guests, tenants and invitees.

ARTICLE 13
INCIDENTS OF OWNERSHIP IN THE SUBDIVISION

13.1 Inseparability. Every gift, devise, bequest, transfer, encumbrance, conveyance or other disposition of a Lot, including the Single Family Residence and other Improvements thereon, shall be presumed to be a gift, devise, bequest, transfer, encumbrance or other conveyance, respectively, of the entire Lot, including all easements, licenses and all other appurtenant rights created by law or by this Declaration.

13.2 No Partition. The Common Area shall be owned by the Association and no Owner, group of Owners or the Association shall bring any action for partition or division of the Common Area.

13.3 **Limited Property Rentals**. A Single Family Residence may be used for permanent or temporary occupancy by the Owner and the Owner's family, servants, agents, guests, invitees and tenants. Such Owner may rent the same for a term of one (1) year or more, subject to all the terms hereof, including those prohibiting the use thereof for commercial purposes. Rentals for periods of time less than one (1) year are not permitted. The lease or rental agreement must specifically require the tenant to comply with all the provisions of this Declaration and the Owner shall provide a copy (which must identify the tenant and contain such tenant's contact information) to the Association.

ARTICLE 14
DURATION OF DECLARATION; AMENDMENT

14.1 **Term**. The covenants, conditions, restrictions and easements set forth in this Declaration shall run with and bind the Property until December 31, 2044, after which time they shall be automatically extended for successive periods of ten (10) years each.

14.2 **Amendment**. Except as otherwise provided herein, at all times prior to the Turnover Date, this Declaration may be amended, altered or modified by a Supplemental Declaration signed only by the Developer and, after the Turnover Date, signed by the Class A Members holding a majority of votes possible to be cast under this Declaration and the Developer if it then owns any Lots. Except as otherwise provided herein, at all other times, this Declaration may by amended by a Supplemental Declaration by an instrument signed by the Class A Members holding at least sixty-six and two/thirds percent (66 2/3%) of the votes possible to be cast under this Declaration. Proper approval of all amendments may be shown by a certificate of the Secretary of the Association, attached to the Supplemental Declaration to be recorded, certifying that the signature of the Developer or, if required, the signatures of a sufficient number of Class A Members approving the amendment, are on file in the office of the Association. No amendment shall be effective until the Supplemental Declaration setting forth the approved amendment is recorded in the Office of the Recorder of Deeds for the appropriate county in Missouri for the land affected by such amendment which shall be Jackson County. Such amendments may amend, alter or modify the terms of this Declaration as it affects all existing Single Family Residence Lots, including terms which impose additional covenants, conditions, restrictions and easements on such Lots. Any amendment that affects less than all existing Single Family Residence Lots in the Subdivision shall be effective only as to those such Lots where the Owners thereof agree to such amendment.

14.3 **Revocation; Termination**. This Declaration shall not be revoked or terminated at any time without the affirmative vote of at least sixty-six and two/thirds percent (66 2/3%) of the votes of the Class A Members possible to be cast under this Declaration and the approval of the Developer at all times prior to the Turnover Date or while it owns any Lot. Such revocation or termination shall be evidenced and effective in the same manner as set forth in Article 14.2 for amendments hereof.

14.4 **Amendments Requiring City Consent**. Notwithstanding any other provision herein, no modification, alteration or amendment of this Declaration which conflicts with (a) any Plat, (b) any agreements entered into by the Developer and the City concerning the Subdivision, or (c) any City ordinance or code, may be made or become effective without the prior written consent of the City.

ARTICLE 15
GENERAL PROVISIONS

15.1 **Enforcement**. Except as otherwise provided herein, the Association or the Board of Directors, the Developer and every Owner of a Single Family Residence Lot has the right and power to enforce, by a proceeding at law or in equity, all conditions, covenants, restrictions and easements set forth in this Declaration. Failure of the Association or the Board of Directors, the Developer or any Owner to enforce any covenant or restriction contained herein shall not be deemed a waiver of the right to do so at a subsequent time. Any person successfully enforcing any terms of this Declaration shall, in the discretion of a court of competent jurisdiction, be entitled to recover its reasonable attorneys' fees and costs from the person against whom this Declaration was enforced.

15.2 **Severability**. If any provision of this Declaration, or the application hereof to any circumstance, is held to be invalid or unenforceable to any extent, the remainder of this Declaration and its application to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

15.3 **Rule Against Perpetuities**. Notwithstanding anything in this Declaration to the contrary, the creation of all interests under this Declaration shall vest, if at all, within the period of time measured by the life of the survivor of the now living children of Prince William, Duke of Cambridge, plus twenty-one (21) years.

15.4 **Conflicts Between Documents**. If this Declaration conflicts, in any way, with the Articles or Bylaws, this Declaration shall control.

15.5 **Developer's Right to Assign**. The Developer may, by appropriate agreement made expressly for that purpose, assign or convey to a Successor Developer all, or any part, of the rights, reservations and privileges herein reserved by the Developer. Upon recording of the assignment in the Office of the Recorder Deeds of Jackson County, Missouri, the Developer's rights and obligations under this Declaration shall cease and terminate to the extent provided in such document. Every Successor Developer shall have the rights of the Developer, including the right to transfer such rights set forth in this Article 15.5.

15.6 **Release of Liability**. None of the Developer, the Association, the Board of Directors or the members of the Review Committee, nor their respective officers, directors, stockholders, members, employees or agents, shall be liable to any Owner, Member or other person for any discretionary action taken or not taken under the terms hereof including, without limitation, approval, disapproval or failure to approve of any application or enforcement or non-enforcement of the terms hereof.

15.7 **Indemnification**. To the fullest extent permitted by law, every director and officer of the Association, the members of the Review Committee and the Developer (to the extent a claim may be brought against the Developer by reason of its election, appointment, removal or control over directors of the Association Board, its officers or members or the Review Committee) shall be indemnified by the Association, and every other person serving as an employee or direct agent of the Association or on behalf of the Association as a member of a committee or otherwise, may, in the discretion of the Board of the Association, be indemnified by the Association against all liabilities, damages, costs and expenses, including reasonable attorneys' fees and costs, incurred by or imposed upon him or her in connection with any proceeding or any settlement thereof to which he or she may be a party, or in which he or she may become involved, by reason of his or her being or having served in such capacity on behalf of the Association (or, in the case of the Developer, by reason of having elected, appointed, removed or controlled, or failed to control, officers or directors of the Association or members of the Review Committee) whether or not he or she is a director, an officer or a member of the Review Committee, or serving in such other specified capacity at the time such expenses are incurred; provided, however, that prior to agreeing to any such indemnification, the Association's Board shall determine, in good faith, that such officer, director, member of the Review Committee or other person, or the Developer, did not act, fail to act or refuse to act, willfully, or with gross negligence, or with fraudulent or criminal intent, in the performance of his, her or its duties. The foregoing rights of indemnification shall be in addition to and not exclusive of all other rights to which such persons may be entitled at law or otherwise. Appropriate contractual liability insurance shall be obtained pursuant to Article 4 above to cover any liability exposure by virtue of the foregoing indemnification.

ARTICLE 16
HOOK FARMS FIRST PLAT AND THE RETREAT AT HOOK FARMS COVENANTS

16.1 **Association's Maintenance of Detention Tracts and Detention Facilities**. Certain Tracts may be reserved for storm water detention (the "Detention Tracts") and the Association may enter into a covenant to maintain storm water facilities with the City pursuant to which the Association, at its cost, agrees to maintain, repair and replace, when and as necessary, storm water detention facilities constructed on, in or as part of the Detention Tracts by the Developer. The improvements that the Developer intends and proposes in connection with the Plat warrant storm water control and will be serviced by and utilize the detention facilities of, on and in the Detention Tracts. The Association is authorized to and shall enter into with the City, if required by the City, the Plat storm water covenant, any amendments thereto, any best management practices agreement or any new agreements affecting or pertaining to storm water detention for the Plat. If the City requires the Developer to execute any such covenants or agreements, the Developer assigns all duties, obligations and rights thereunder (except duties of initial construction or installation) to the Association which assumes responsibility for subsequent repair, maintenance and replacement costs. Such costs shall be Common Expenses Further, if the City determines that the maintenance of any Detention Tracts or other storm water conveyance, retention or detention facility located in any Common Area fails to meet any standard set forth in the final development plan or final plat, as applicable, and such failure is abated by the City pursuant to applicable City ordinance or code, then upon

completion of the work and certification by the City's Director of Public Works that the deficiency has been abated, the City's Director of Public Works shall certify all costs of such abatement, including enforcement costs and expenses of staff time incurred in the remediation of the deficiency, to the City's Director of Finance who shall cause a special tax bill therefor, or add the costs thereof to the annual real estate tax bill, at his/her option, proportionally against the Lots and Owners. The amount assessed annually by tax bill, if any, shall not exceed five percent (5%) of assessed valuation per Lot or Owner, and such tax bill shall first be a lien on the property until paid and shall be prima facie evidence of the recitals therein and of its validity and no mere clerical error or informality in the same, or in the proceedings leading up to the issuance shall be a defense thereto. Such tax bill, if any, shall be issued by the City Clerk and delivered to the City's Finance Director on or before the first day of June each year, and that such tax bill, if any, is not paid when due, it shall bear interest at the rate of eight percent (8%). The City shall be a third party beneficiary of the foregoing provisions of Article 16.1 pertaining to the assessment of costs for maintenance of Detention Tracts or other storm water conveyance, retention or detention facilities in any Common Area, and such provisions shall not be amended without the written consent of the City.

[Signature Page Follows.]

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

DEVELOPER:

HUNT MIDWEST REAL ESTATE DEVELOPMENT, INC.

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

ACKNOWLEDGMENT

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

On this 20th day of July, 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 same 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.

AMY NICOLE NELSON
Notary Public, Notary Seal
State of Missouri
Clay County
Commission # 17382889
My Commission Expires 03-20-2025

Amy Nicole Nelson
Signature of Notary Public

AMY NICOLE NELSON
Typed or Printed Name of Notary

My Commission expires: 3/20/2025

Exhibit A

Legal Description of Property

Tract I:

Hook Farms First Plat Description

A tract of land in the Southeast Quarter of Section 23, Township 47 North, Range 32 West of the 5th Principal Meridian in Lee's Summit, Jackson 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 Southeast corner of said Southeast Quarter; thence North 02°45'34" East, on the East line of said Southeast Quarter, 2,635.08 feet to the Northeast corner of said Southeast Quarter; thence North 87°45'24" West, on the North line of said Southeast Quarter, 50.00 feet to the Southeast corner of Lot 3, EAGLE CREEK-FIRST PLAT, a subdivision in said Lee's Summit recorded as Instrument Number I10409 in Book I65 at Page 01 in Jackson County Recorder of Deeds Office, also being the Northwest corner of SW Pryor Road as described in the Right of Way Deed recorded as Instrument Number 2005I0087407 in said Jackson County Recorder of Deeds Office, also being Point of Beginning of the tract of land to be herein described; thence South 02°45'34" West, on the existing Westerly right-of-way line of said SW Pryor Road of said Right of Way Deed, 1,220.74 feet; thence leaving said existing Westerly right-of-way line, North 87°00'50" West, 245.56 feet; thence North 02°59'10" East, 25.00 feet; thence North 87°00'50" West, 438.50 feet; thence North 60°49'13" West, 252.48 feet; thence North 67°11'53" West, 74.21 feet; thence North 27°18'12" East, 138.17 feet; thence Westerly, on a curve to the left, having an initial tangent bearing of North 62°41'48" West with a radius of 275.00 feet, a central angle of 11°57'16" and an arc distance of 57.38 feet; thence North 15°20'56" East, 50.00 feet; thence North 29°10'47" East, 375.17 feet; thence North 07°19'52" East, 64.17 feet; thence South 87°00'50" East, 126.12 feet; thence North 02°59'10" East, 116.00 feet; thence North 42°00'50" West, 19.80 feet; thence North 02°59'10" East, 50.00 feet; thence South 87°00'50" East, 36.00 feet; thence North 02°59'10" East, 277.38 feet to a point on the South line of said EAGLE CREEK-FIRST PLAT and said North line of said Southeast Quarter; thence South 87°45'24" East, on said South and said North line, 643.83 feet to the Point of Beginning. Containing 953,270 square feet or 21.88 acres, more or less.

Tract II:

The Retreat at Hook Farms Property Description

A tract of land in the Southeast Quarter of Section 23, Township 47 North, Range 32 West of the 5th Principal Meridian in Lee's Summit, Jackson 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 Southeast corner of said Southeast Quarter; thence North 87°58'53" West, on the South line of said Southeast Quarter, 118.54 feet; thence leaving said South line, North 02°01'07" East, 36.00 feet to a point on the existing Northerly right-of-way line of SW. Hook Road as established by Right of Way Deed recorded as Instrument Number 2005I0087432 in the Jackson County Recorder of Deeds Office, also being the Point of Beginning of the tract of land to be herein described; thence North 87°58'53" West, on said existing Northerly right-of-way line, 108.53 feet; thence South 88°12'17" West, on said existing Northerly right-of-way line, 90.20 feet; thence North 87°58'53" West, on said existing Northerly right-of-way line, 31.23 feet to the Northwest corner of said Right of Way Deed, also being the Northeast corner of a Right of Way Deed recorded as Instrument Number 2007E0016663 in said Jackson County Recorder of Deeds Office; thence North 87°58'53" West, on the existing Northerly right-of-way line of said Right of Way Deed Instrument Number 2007E0016663, a distance of 1,072.48 feet; thence North 02°01'07" East, on said existing Northerly right-of-way line, 10.00 feet; thence leaving said existing Northerly right-of-way line, South 87°58'53" East, 38.61 feet; thence North 01°54'56" East, 76.13 feet; thence South 87°58'48" East, 45.85 feet; thence North 02°38'45" West, 164.78 feet; thence North 23°04'06" West, 206.79 feet; thence North 04°39'35" East, 128.06 feet; thence North 78°36'20" West, 118.51 feet; thence North 16°31'39" West, 238.84 feet; thence North 56°44'46" East, 139.48 feet; thence South 88°31'12" East, 146.33 feet; thence North 01°28'48" East, 20.00 feet; thence South 85°41'14" East, 116.94 feet; thence South 70°49'21" East, 260.00 feet; thence South 60°12'10" East, 162.79 feet; thence South 70°49'21" East, 80.00 feet; thence North 19°10'39" East, 30.00 feet; thence South 70°49'21" East, 196.24 feet; thence North 87°33'26" East, 115.35 feet; thence South 63°46'41" East, 173.85 feet; thence South 87°26'49" East, 267.49 feet to a point on the existing Westerly right-of-way line of SW. Pryor Road as established by Right of Way Deed recorded as Instrument Number 2005I0087407 in said Jackson County Recorder of Deeds Office; thence South 02°45'34" West, on said existing

Westerly right-of-way line, 563.39 feet to the Southeast corner of said Right of Way Deed, also being a point on the said existing Westerly right-of-way line of said SW. Pryor Road, established by Right of Way Deed recorded as Instrument Number 2000I84071 in said Jackson County Recorder of Deeds Office; thence South 47°23'09" West, on said existing Westerly right-of-way line, and existing Northerly right-of-way line of SW Hook Road by said Instrument Number 2000I84071, a distance of 98.22 feet to the Point of Beginning. Containing 1,073,091 square feet or 24.63 acres, more or less.

RECORDER'S CERTIFICATION
JACKSON COUNTY, MISSOURI
06/08/2022 3:21 PM
FEE: $39.00 7 PGS

INSTRUMENT NUMBER / BOOK & PAGE
2022E0054884
Book: Page:
Diana Smith , 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 Hook Farms
Document Date:	May 24, 2022
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 Hook Farms, Document No. 2021E0092290

KANSAS CITY TITLE
233651

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

THIS FIRST SUPPLEMENT TO DECLARATION OF HOMES ASSOCIATION AND COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF HOOK FARMS (this "Supplemental Declaration") is made and executed as of May 24, 2022, 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 July 20, 2021, the Developer executed that certain subdivision plat entitled "HOOK FARMS FIRST PLAT" ("Hook Farms Plat") and on July 20, 2021, the Developer executed that certain subdivision plat entitled "THE RETREAT AT HOOK FARMS" (the "Retreat Plat" and collectively with the Hook Farms 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 (collectively the "Property" or the "Hook Farms Property"). The Hook Farms Plat was approved on May 11, 2021, by the City Council of the City of Lee's Summit, Missouri (the "City"), and was recorded on August 20, 2021, as Document No. 2021E0092288, in the Office of the Recorder of Deeds of Jackson County, Missouri, at Independence (the "Recorder's Office"). The Retreat Plat was approved on August 3, 2021, by the City Council of the City, and was recorded on August 20, 2021, as Document No. 2021E0092289 in the Recorder's Office.

B. The Developer has executed that certain Declaration of Homes Association and Covenants, Conditions, Restrictions and Easements of Hook Farms, dated July 20, 2021, which was recorded on August 20, 2021, under Document No. 2021E0092290, in the Recorder's Office, as may be amended, modified and supplemented (collectively, the "Declaration"), pursuant to which Developer subjected the Hook Farms Property to certain covenants, conditions, restrictions and easements for the purpose of protecting the value and desirability of the Property.

C. Pursuant to Section 11.1 of the Declaration, the Developer has the absolute unilateral right to expand the Property to include additional Lots (for Single Family Residences), Common Areas, Restricted Common Areas and other property in the Subdivision and other property that has not yet been subdivided or platted (the "Expansion Property").

D. On _____, 2022, Developer executed that certain subdivision plat entitled "Hook Farms Second Plat" (the "Second Plat"), covering the real property formerly legally described as shown therein and on **EXHIBIT A** attached to this Supplemental Declaration, and platting the same into the Lots, Tracts, streets, roadways, private open space and other areas shown and marked thereon, if any and as identified on **EXHIBIT B** attached to this Supplemental Declaration (the "First Expansion Property"), which Second Plat was approved on _____, 2022, by the City Council of the City, and was recorded on _____, 2022, under Document No. 2022_____, in the Recorder' Office.

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

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, 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 Second Plat and this Supplemental Declaration of record in the Recorder's Office. Recording of the Second 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 Second 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 in the Second 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 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 Second Plat and this Supplemental Declaration in the 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 Second 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. **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

F. Brenner Holland, Jr.,
Senior Vice President

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

On this 24th day of May, 2022, 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:

PEGGY L. WELLS
Notary Public - Notary Seal
Clay County - State of Missouri
Commission Number 13498897
My Commission Expires Jul 16, 2025

EXHIBIT A
TO
FIRST SUPPLEMENT TO
DECLARATION OF HOMES ASSOCIATION AND
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF HOOK FARMS

Legal Description of First Expansion Property Prior to Platting

A tract of land in the Southeast Quarter of Section 23, Township 47 North, Range 32 West of the 5th Principal Meridian in Lee's Summit, Jackson 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 Southeast corner of said Southeast Quarter; thence North 02°45'34" East, on the East line of said Southeast Quarter, 2,635.08 feet to the Northeast corner of said Southeast Quarter; thence North 87°45'24" West, on the North line of said Southeast Quarter, 50.00 feet to the Southeast corner of Lot 3, EAGLE CREEK-FIRST PLAT, a subdivision of land in said Lee's Summit recorded as Instrument Number I104091 in Book I65 at Page 01 in Jackson County Recorder of Deeds Office, also being the Northeast corner of HOOK FARMS FIRST PLAT (LOTS 1 THRU 49, INCLUSIVE AND TRACTS A, B & C) a subdivision of land in said Lee's Summit recorded as Instrument Number 2021E0092288 in Book I195 at Page 11 in said Jackson County Recorder of Deeds Office; thence continuing North 87°45'24" West on said North line, also being the North line of said HOOK FARMS FIRST PLAT (LOTS 1 THRU 49, INCLUSIVE AND TRACTS A, B & C), , also being the South line of said EAGLE CREEK-FIRST PLAT, 643.83 feet to the Northwest corner of said HOOK FARMS FIRST PLAT (LOTS 1 THRU 49, INCLUSIVE AND TRACTS A, B & C) also being the Point of Beginning of the tract of land to be herein described; thence leaving said North line and said South line, South 02°59'10" West, on the Westerly line of said HOOK FARMS FIRST PLAT (LOTS 1 THRU 49, INCLUSIVE AND TRACTS A, B & C, 277.38 feet; thence North 87°00'50" West, along said Westerly line, 36.00 feet; thence South 02°59'10" West, along said Westerly line, 50.00 feet; thence South 42°00'50" East, along said Westerly line, 19.80 feet; thence South 02°59'10" West, along said Westerly line, 116.00 feet; thence North 87°00'50" West, along said Westerly line, 126.12 feet; thence South 07°19'52" West, along said Westerly line, 64.17 feet; thence South 29°10'47" West, along said Westerly line, 375.17 feet; thence South 15°20'56" West, along said Westerly line, 50.00 feet; thence along said Westerly line, Easterly along a curve to the right having an initial tangent bearing of South 74°39'04" East with a radius of 275.00 feet, a central angle of 11°57'16" and an arc distance of 57.38 feet; thence South 27°18'12" West, on said Westerly line, 138.17 feet; thence leaving said Westerly line, North 67°11'53" West, 61.05 feet; thence South 88°21'16" West, 1,139.83 feet; thence North 01°38'44" West, 128.09 feet; thence North 57°02'58" East, 49.90 feet; thence Northeasterly along a curve to the right having an initial tangent bearing of North 32°57'02" West with a radius of 50.00 feet, a central angle of 150°22'53" and an arc distance of 131.23 feet; thence North 27°25'51" East, 98.75 feet; thence North 88°21'16" East, 52.12 feet; thence North 29°10'47" East, 873.51 feet to a point on said North line of said Southeast Quarter, also being the South line of EAGLE CREEK-SECOND PLAT, a subdivision of land in said Lee's Summit recorded as Instrument Number 200I0058889 in Book I68 at Page 09 in said Jackson County Recorder of Deeds Office; thence South 87°45'24" East, on said North line and said South line, 682.19 feet to the Southeast corner of said EAGLE CREEK-SECOND PLAT, also being the Southwest corner of said EAGLE CREEK-FIRST PLAT; thence South 87°45'24" East on said North line, and said South line of EAGLE CREEK-FIRST PLAT, 273.64 feet to the Point of Beginning. Containing 1,157,274 square feet or 26.57 acres, more or less.

EXHIBIT B
TO
FIRST SUPPLEMENT TO
DECLARATION OF HOMES ASSOCIATION AND
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF HOOK FARMS

Legal Description of Lots Contained in the Second Plat

Lots 100 through and including 178, and Tract I Hook Farms Second Plat, a subdivision in Lee's Summit, Jackson County, Missouri, according to the recorded plate thereof.

CERTIFICATE OF SECRETARY
OF
THE HOOK FARMS HOMES ASSOCIATION

I, Amy Nelson, hereby certify that I am the duly elected and qualified Secretary/Treasurer of the Hook Farms Homes Association. I hereby also certify that Hunt Midwest Real Estate Development, Inc., the Developer identified in the Declaration of Covenants, Conditions, Restrictions and Easements of Hook Farms, dated July 20, 2021 (the "Declaration"), is the sole Class B Member of The Hook Farms Homes Association and the owner of sufficient Lots in the District to give Hunt Midwest Real Estate Development, Inc. a majority of the votes possible to be cast under the Declaration.

Dated this 24th day of May, 2022.

Amy Nelson

Amy Nelson

RECORDER'S CERTIFICATION
JACKSON COUNTY, MISSOURI
09/14/2022 11:54 AM
FEE: $42.00 8 PGS

INSTRUMENT NUMBER / BOOK & PAGE
2022E0085309
Book: Page:
Diana Smith , Recorder of Deeds

KANSAS CITY TITLE
234779

(ABOVE SPACE RESERVED FOR RECORDER OF DEEDS' USE)

Document Title:	Second Supplement to Declaration of Homes Association and Covenants, Conditions, Restrictions and Easements of Hook Farms
Document Date:	May 24, 2022
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 B attached
Reference Book and Page:	Declaration of Homes Association and Covenants, Conditions, Restrictions and Easements of Hook Farms, Document No. 2021E0092290

SECOND SUPPLEMENT TO DECLARATION OF HOMES ASSOCIATION AND COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF HOOK FARMS

THIS SECOND SUPPLEMENT TO DECLARATION OF HOMES ASSOCIATION AND COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF HOOK FARMS (this "Supplemental Declaration") is made and executed as of May 24, 2022, 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 July 20, 2021, the Developer executed that certain subdivision plat entitled "HOOK FARMS FIRST PLAT" ("Hook Farms Plat") and on July 20, 2021, the Developer executed that certain subdivision plat entitled "THE RETREAT AT HOOK FARMS" (the "Retreat Plat" and collectively with the Hook Farms 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 (collectively the "Property" or the "Hook Farms Property"). The Hook Farms Plat was approved on May 11, 2021, by the City Council of the City of Lee's Summit, Missouri (the "City"), and was recorded on August 20, 2021, 2021, as Document No. 2021E0092288, in the Office of the Recorder of Deeds of Jackson County, Missouri, at Independence (the "Recorder's Office"). The Retreat Plat was approved on August 3, 2021, by the City Council of the City, and was recorded on August 20, 2021, as Document No. 2021E0092289 in the Recorder's Office.

B. The Developer has executed that certain Declaration of Homes Association and Covenants, Conditions, Restrictions and Easements of Hook Farms, dated July 20, 2021, which was recorded on August 20, 2021, under Document No. 2021E0092290, in the Recorder's Office, as may be amended, modified and supplemented (collectively, the "Declaration"), pursuant to which Developer subjected the Hook Farms Property to certain covenants, conditions, restrictions and easements for the purpose of protecting the value and desirability of the Property.

C. Pursuant to its right to do so therein contained, the Developer has amended, supplemented and modified the Declaration pursuant to those certain Supplements thereto identified on **EXHIBIT A** attached to this Supplemental Declaration (each a "Supplement" or "Supplemental Declaration" further identified by number as shown on **EXHIBIT A**);

D. Pursuant to Section 11.1 of the Declaration, the Developer has the absolute unilateral right to expand the Property to include additional Lots (for Single Family Residences), Common Areas, Restricted Common Areas and other property in the Subdivision and other property that has not yet been subdivided or platted (the "Expansion Property").

E. On August 30, 2022, Developer executed that certain subdivision plat entitled "The Retreat at Hook Farms – Second Plat" (the "Retreat Second Plat"), covering the real property formerly legally described as shown therein and on **EXHIBIT B** attached to this Supplemental Declaration, and platting the same into the Lots, Tracts, streets, roadways, private open space and other areas shown and marked thereon, if any and as identified on **EXHIBIT C** attached to this Supplemental Declaration (the "Second Expansion Property"), which Retreat Second Plat was approved on 9-13, 2022, by the City Council of the City, and was recorded on 9-14, 2022, under Document No. 2022E0035308, in the Recorder' Office.

F. Developer presently owns all of the Lots, Tracts, Common Areas, Restricted Common Areas or other areas, if any, shown on the Retreat Second Plat.

G. 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 Second Expansion Property and to subject the Second Expansion Property to the covenants, conditions, restrictions and easements contained within the Declaration.

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, Tracts, Common Areas, Restricted Common Areas or other areas, if any, which constitute the Second Expansion Property.

2. **Expansion Effective Upon Recording**. The expansion set forth above, shall be effective immediately upon filing the Retreat Second Plat and this Supplemental Declaration of record in the Recorder's Office. Recording of the Retreat Second 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 Second 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 Retreat Second Plat, and this Supplemental Declaration to include the Second 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 in the Retreat Second 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 Lots, Tracts, Common Areas or Restricted Common Areas, which constitute the Second Expansion Property, shall be subject to all of the terms and conditions of the Declaration immediately upon recording of the Retreat Second Plat and this Supplemental Declaration in the 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 Retreat Second 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. **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
F. Brenner Holland, Jr.,
Senior Vice President

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

On this 24th day of May, 2022, 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:

PEGGY L. WELLS
Notary Public - Notary Seal
Clay County - State of Missouri
Commission Number 13498897
My Commission Expires Jul 16, 2025

EXHIBIT A
TO
SECOND SUPPLEMENT TO
DECLARATION OF HOMES ASSOCIATION AND
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF HOOK FARMS

Previous Supplements to Declaration

DATE EXECUTED/ DATE RECORDED	DOCUMENT NUMBER/ RECORDING INFORMATION	SUPPLEMENT #	INFORMATION
07-20-21/08-20-21	2021E0092290	Original Declaration	Full CC&R Documents – Hook Farms First Plat and The Retreat at Hook Farms
_____	_____	First	Expands Property – Hook Farms Second Plat

EXHIBIT B
TO
SECOND SUPPLEMENT TO
DECLARATION OF HOMES ASSOCIATION AND
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF HOOK FARMS

Legal Description of Second Expansion Property Prior to Platting:

A tract of land in the Southeast Quarter of Section 23, Township 47 North, Range 32 West of the 5th Principal Meridian in Lee's Summit, Jackson 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 Southeast corner of said Southeast Quarter; thence North 87°58'53" West, on the South line of said Southeast Quarter, 2,651.35 feet to the Southeast corner of MONARCH VIEW 1ST PLAT, a subdivision of land in said Lee's Summit recorded on September 3, 1998 as Instrument Number 98 I 69637 in Book I63 at Page 62 in Jackson County Recorder of Deeds Office, also being the Southwest corner of said Southeast Quarter; thence North 02°43'00" East, on the West line of said Southeast Quarter, also being the East line of said MONARCH VIEW 1ST PLAT, 30.00 feet to the Northwest corner of SW. Hook Road as established by RIGHT-OF-WAY DEED recorded on September 23, 1999 as Instrument Number 1999I 0077639 in said Jackson County Recorder of Deeds Office, also being the Point of Beginning of the tract of land to be herein described; thence North 02°43'00" East, on said West and East lines, and also being East line of MONARCH VIEW 2ND PLAT, LOTS 40 THRU 74, a subdivision of land in said Lee's Summit, recorded on July 25, 2000 as Instrument Number 2000I 0048792 in Book I67 at Page 87 in said Jackson County Recorder of Deeds Office, 1,163.24 feet; thence leaving said West and East lines North 90°00'00" East, 500.00 feet, thence South 52°11'58" East, 631.86 feet to the Western most point of THE RETREAT AT HOOK FARMS (LOTS 50 THRU 99, INCLUSIVE AND TRACTS D, E, F, G & H) a subdivision of land in said Lee's Summit recorded on August 20, 2021 as Instrument Number 2021E0092289 in Book I195 at Page 16 in said Jackson County Recorder of Deeds Office; thence South 16°31'39" East, on the Westerly line of said THE RETREAT AT HOOK FARMS (LOTS 50 THRU 99, INCLUSIVE AND TRACTS D, E, F, G & H) 238.84 feet; thence South 78°36'20" East, on said Westerly line, 118.51 feet; thence South 04°39'35" West, on said Westerly line, 128.06 feet; thence South 23°04'06" East, on said Westerly line, 206.79 feet; thence South 02°38'45" East, on said Westerly line, 164.78 feet; thence North 87°58'48" West, on said Westerly line, 45.85 feet; thence South 01°54'56" West, on said Westerly line, 76.13 feet; thence North 87°58'53" West, on said Westerly line, 38.61 feet to a point on the existing Northerly right-of-way line of SW. HOOK ROAD, as established by RIGHT OF WAY DEED recorded on February 6, 2007 as Instrument Number 2007E0016663 in said Jackson County Recorder of Deeds Office; thence leaving said Westerly line, continuing North 87°58'53" West, on said existing Northerly right-of-way line, 125.00 feet; thence South 02°01'07" West, on said existing Northerly right-of-way line, 10.00 feet; thence North 87°58'53" West, on said existing Northerly right-of-way line, 853.20 feet to the Northwest corner of said RIGHT-OF-WAY DEED, also being the Northeast corner of SW. HOOK ROAD, as established by said RIGHT-OF-WAY DEED said Instrument Number 1999I 0077639; thence continuing North 87°58'53" West on the existing Northerly right-of-way line of said SW. Hook Road by said RIGHT-OF-WAY DEED said Instrument Number 1999I 0077639, a distance of 252.00 feet to the Point of Beginning. Containing 1,248,597 square feet or 28.66 acres, more or less.

EXHIBIT C
TO
SECOND SUPPLEMENT TO
DECLARATION OF HOMES ASSOCIATION AND
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF HOOK FARMS

Legal Description of Lots Contained in the Retreat Second Plat

Lots 179 through and including 215, and Tracts J, K & L, The Retreat at Hook Farms Second Plat, a subdivision in Lee's Summit, Jackson County, Missouri according to the recorded Plat thereof.

CERTIFICATE OF SECRETARY
OF
THE HOOK FARMS HOME OWNERS ASSOCIATION

I, Amy Nelson, hereby certify that I am the duly elected and qualified Secretary/Treasurer of the Hook Farms Homes Association. I hereby also certify that Hunt Midwest Real Estate Development, Inc., the Developer identified in the Declaration of Covenants, Conditions, Restrictions and Easements of Hook Farms, dated July 20, 2021 (the "Declaration"), is the sole Class B Member of The Hook Farms Homes Association and the owner of sufficient Lots in the District to give Hunt Midwest Real Estate Development, Inc. a majority of the votes possible to be cast under the Declaration.

Dated this 24th day of May, 2022.

Amy Nelson

Amy Nelson

ELECTRONICALLY RECORDED
JACKSON COUNTY, MISSOURI
10/12/2026 1:41 PM
FEE: $50.00 10 PGS

INSTRUMENT NUMBER
2026E0076420

(ABOVE SPACE RESERVED FOR RECORDER OF DEEDS' USE)

Document Title:	Third Supplement to Declaration of Homes Association and Covenants, Conditions, Restrictions and Easements of Hook Farms
Document Date:	September 8, 2026
Grantor Names:	Hunt Midwest Real Estate Development, Inc.
Grantee Names:	Hunt Midwest Real Estate Development, Inc.
Statutory Address:	1881 Main Street, Suite 200, Kansas City, Missouri 64108
Legal Descriptions:	See Exhibits B and C attached
Reference Book and Page:	Declaration of Homes Association and Covenants, Conditions, Restrictions and Easements of Hook Farms, Document No. 2021E0092290

THIRD SUPPLEMENT TO DECLARATION OF HOMES ASSOCIATION AND COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF HOOK FARMS

THIS THIRD SUPPLEMENT TO DECLARATION OF HOMES ASSOCIATION AND COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF HOOK FARMS (this "Supplemental Declaration") is made and executed as of September 8, 2026, by **HUNT MIDWEST REAL ESTATE DEVELOPMENT, INC.**, a Missouri corporation (the "Developer"), 1881 Main Street, Suite 200, Kansas City, Missouri 64108.

RECITALS:

A. On May 18, 2021, the Developer executed that certain subdivision plat entitled "HOOK FARMS FIRST PLAT" ("Hook Farms Plat") and on August 9, 2021, the Developer executed that certain subdivision plat entitled "THE RETREAT AT HOOK FARMS" (the "Retreat Plat" and collectively with the Hook Farms 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 (collectively the "Property" or the "Hook Farms Property"). In the Declaration, defined below, and subsequent supplements thereto, the execution date for each of the Hook Farms Plat and Retreat Plant were erroneously reported as July 20, 2021. The Hook Farms Plat was approved on May 11, 2021, by the City Council of the City of Lee's Summit, Missouri (the "City"), and was recorded on August 20, 2021, as Document No. 2021E0092288, in the Office of the Recorder of Deeds of Jackson County, Missouri, at Independence (the

"Recorder's Office"). The Retreat Plat was approved on August 3, 2021, by the City Council of the City, and was recorded on August 20, 2021, as Document No. 2021E0092289 in the Recorder's Office.

B. The Developer has executed that certain Declaration of Homes Association and Covenants, Conditions, Restrictions and Easements of Hook Farms, dated July 20, 2021, which was recorded on August 20, 2021, under Document No. 2021E0092290, in the Recorder's Office, as may be amended, modified and supplemented (collectively, the "Declaration"), pursuant to which Developer subjected the Hook Farms Property to certain covenants, conditions, restrictions and easements for the purpose of protecting the value and desirability of the Property.

C. Pursuant to its right to do so therein contained, the Developer has amended, supplemented and modified the Declaration pursuant to those certain Supplements thereto identified on **EXHIBIT A** attached to this Supplemental Declaration (each a "Supplement" or "Supplemental Declaration" further identified by number as shown on **EXHIBIT A**);

D. Pursuant to Section 11.1 of the Declaration, the Developer has the absolute unilateral right to expand the Property to include additional Lots (for Single Family Residences), Common Areas, Restricted Common Areas and other property in the Subdivision and other property that has not yet been subdivided or platted (the "Expansion Property").

E. On September 3, 2026, Developer executed that certain subdivision plat entitled "Hook Farms Third Plat" (the "Third Plat"), covering the real property formerly legally described as shown therein and on **EXHIBIT B** attached to this Supplemental Declaration, and platting the same into the Lots, Tracts, streets, roadways, private open space and other areas shown and marked thereon, if any and as identified on **EXHIBIT C** attached to this Supplemental Declaration (the "Third Expansion Property"), which Third Plat was approved on July 14, 2026, by the City Council of the City, and was recorded on October 6, 2026, under Document No. 2026E0074634, in the Recorder' Office. Book 232 Page 83

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

G. 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 Third Expansion Property and to subject the Third Expansion Property to the covenants, conditions, restrictions and easements contained within the Declaration.

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, Tracts, Common Areas, Restricted Common Areas or other areas, if any, which constitute the Third Expansion Property.

2. **Expansion Effective Upon Recording**. The expansion set forth above, shall be effective immediately upon filing the Third Plat and this Supplemental Declaration of record in the Recorder's Office. Recording of the Third 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 Third 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 Third Plat, and this Supplemental Declaration to include the Third 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 in the Third 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 Lots, Tracts, Common Areas or Restricted Common Areas, which constitute the Third Expansion Property, shall be subject to all of the terms and conditions of the Declaration immediately upon recording of the Third Plat and this Supplemental Declaration in the 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 Third Plat shall be used and maintained by the Association under the terms of the Declaration, as amended, as private open green space areas, storm water detention tract or Common Areas or any combination thereof, as applicable.

6. **Fencing Restriction on Third Plat Restricted Lots**. Notwithstanding anything in the Declaration to the contrary, the Owners of Lots contained within the Third Expansion Property (Lots 216 through and including 258 of the Third Plat) (individually and collectively the "Third Plat Restricted Lots") are hereby subjected to the following:

(a) Any fencing on such Third Plat Restricted Lots shall be constructed of only wrought iron (or aluminum or steel simulations thereof), no more than five (5) feet in height, and shall not have double gates or gates exceeding five (5) feet in width, as set forth in the fencing guidelines established from time to time by the Review Committee and no other fencing of any type shall be permitted thereon; and

(b) Such fencing shall be permitted only at locations on such Third Plat Restricted Lots as are approved in advance by the Review Committee upon application of a Lot Owner affected hereby.

7. **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
F. Brenner Holland, Jr., Senior Vice President

STATE OF MISSOURI)
) S.S.
COUNTY OF JACKSON)

On this 8 day of September, 2026, 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.

Amy Nicole Nelson
Signature of Notary Public

Amy Nicole Nelson
Typed or Printed Name of Notary

My Commission expires: 3/20/2029

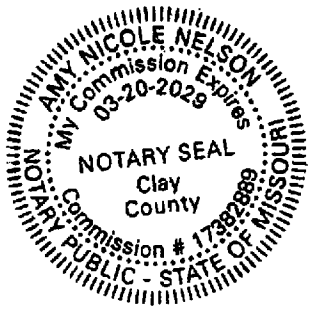


EXHIBIT A
TO
THIRD SUPPLEMENT TO
DECLARATION OF HOMES ASSOCIATION AND
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF HOOK FARMS

Previous Supplements to Declaration

DATE EXECUTED/ DATE RECORDED	DOCUMENT NUMBER/ RECORDING INFORMATION	SUPPLEMENT #	INFORMATION
07-20-21/08-20-21	2021E0092290	Original Declaration	Full CC&R Documents – Hook Farms First Plat and The Retreat at Hook Farms
05-24-22/06-08-22	2022E0054884	First	Expands Property – Hook Farms Second Plat
05-24-22/09-14-22	2022E0085309	Second	Expands Property – The Retreat at Hook Farms – Second Plat

EXHIBIT B
TO
THIRD SUPPLEMENT TO
DECLARATION OF HOMES ASSOCIATION AND
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF HOOK FARMS

Legal Description of Third Expansion Property Prior to Platting

A tract of land in the Southwest Quarter and Southeast Quarter of Section 23, Township 47 North, Range 32 West of the 5th Principal Meridian in Lee's Summit, Jackson County, Missouri being bounded and described by or under the direct supervision of Timothy Blair Wiswell, P.L.S. 2009000067 as follows:

Commencing at the Southeast corner of said Southeast Quarter; thence North 02°45'34" East, on the East line of said Southeast Quarter, 2,635.08 feet to the Northeast corner of said Southeast Quarter, also being the Southeast corner of EAGLE CREEK-FIRST PLAT, a subdivision of land in said Lee's Summit recorded December 29, 1998 as Instrument Number 1998I 0104091 in Book I65 at Page 01 in the Office of Recorder of Deeds, Jackson County, Missouri; thence North 87°45'24" West (Platted N87°45'23"W), on the North line of said Southeast Quarter, also being the South line of said EAGLE CREEK – FIRST PLAT, 50.00 feet to the Southeast corner of Lot 3, of said EAGLE CREEK - FIRST PLAT, also being the Northeast corner of HOOK FARMS FIRST PLAT (LOTS 1 THRU 49, INCLUSIVE AND TRACTS A, B & C) a subdivision of land in said Lee's Summit recorded as Instrument Number 2021E0092288 in Book 195 at Page 11 in said Office of Recorder of Deeds, Jackson County, Missouri; thence continuing North 87°45'24" West (Platted N87°45'23"W) on said North line of said Southeast Quarter, said South line of said EAGLE CREEK – FIRST PLAT, and also being the North line of said HOOK FARMS FIRST PLAT (LOTS 1 THRU 49, INCLUSIVE AND TRACTS A, B & C), 643.83 feet to the Northwest corner of said HOOK FARMS FIRST PLAT (LOTS 1 THRU 49, INCLUSIVE AND TRACTS A, B & C) also being the HOOK FARMS SECOND PLAT (LOTS 100 THRU 178, INCLUSIVE AND TRACT I), a subdivision of land in said Lee's Summit recorded in June 8, 2022 as Instrument Number 2022E0054883 in Book 204 at Page 66; thence continuing North 87°45'24" West (Platted N87°45'23"W) on said North line of said Southeast Quarter, said South line of said EAGLE CREEK – FIRST PLAT, also being the South line of EAGLE CREEK – SECOND PLAT, a subdivision of land in said Lee's Summit recorded September 5, 2000 as Instrument Number 2000I 0058889 in Book I68 at Page 09, a distance of 955.83 feet to the Northwest corner of HOOK FARMS SECOND PLAT (LOTS 100 THRU 178, INCLUSIVE AND TRACT I) and also being the Point of Beginning of the tract of land to be herein described; thence leaving said North line of said Southeast Quarter and leaving said South line of said EAGLE CREEK – SECOND PLAT, South 29°10'47" West, on the Westerly line of said HOOK FARMS SECOND PLAT (LOTS 100 THRU 178, INCLUSIVE AND TRACT I), a distance of 873.51 feet; thence South 88°21'16" West along said Westerly line, 52.12 feet; thence South 27°25'51" West, along said Westerly line, 98.75 feet; thence Southwesterly along said Westerly line, along a curve to the left, having an initial tangent bearing of North 62°34'09" West, with a radius of 50.00 feet, a central angle of 150°22'53" and an arc distance of 131.23 feet; thence South 57°02'58" West, along said Westerly line, 49.90 feet; thence South 01°38'44" East, along said Westerly line, 128.09 feet to the Southwest corner of said HOOK FARMS SECOND PLAT (LOTS 100 THRU 178, INCLUSIVE AND TRACT I); thence North 88°21'16" East along the Southerly line of said HOOK FARMS SECOND PLAT (LOTS 100 THRU 178, INCLUSIVE AND TRACT I), 1,139.83 feet; thence South 67°11'53" East, along said Southery line, 61.05 feet to the Southeast corner of said HOOK FARMS SECOND PLAT (LOTS 100 THRU 178, INCLUSIVE AND TRACT I) also being the Southwest corner of said HOOK FARMS FIRST PLAT (LOTS 1 THRU 49, INCLUSIVE AND TRACTS A, B & C); thence South 67°11'53" East, along the Southerly line of said HOOK FARMS FIRST PLAT (LOTS 1 THRU 49, INCLUSIVE AND TRACTS A, B & C), 74.21 feet; thence South 60°49'13" East, along said Southery line, 252.48 feet; thence South 87°00'50" East, along said Southery line, 438.50

feet to a point on the Westerly line of Minor Subdivision HOOKS FARMS TRACTS B1, B2 & B3 A REPLAT OF TRACT B, HOOK FARMS FIRST PLAT (LOTS 1 THRU 49 INCLUSIVE AND TRACTS A,B & C) recorded September 3, 2025 as Instrument Number 2025E0065071 in Book 225 at Page 74 in said Office of Recorder of Deeds, Jackson County, Missouri; thence South 02°59'10" West, along said Westerly line, 25.00 feet to the Southwest corner of said Minor Subdivision; thence South 87°00'50" East, along the Southerly line of said Minor Subdivision, 245.56 feet (Platted 245.70 feet) to the Southeast corner of Minor Subdivision and also being a point on the Existing Westerly line of SW PRYOR ROAD, as established by Right of Way Deed recorded October 3, 2005 as Instrument Number 2005I0087407 in said Office of Recorder of Deeds, Jackson County, Missouri; thence South 02°45'34" West, along said Existing Westerly right-of-way line, 183.44 feet; thence leaving said Existing Westerly right-of-way line, North 87°43'07" West, 506.54 feet; thence South 10°57'14" West, 147.00 feet; thence South 13°29'45" East, 359.07 feet to a point on the Northerly line of THE RETREAT AT HOOK FARMS (LOTS 50 THRU 99 INCLUSIVE AND TRACTS D, E, F, G & H) a subdivision of land in said Lee's Summit recorded August 20, 2021 as Instrument Number 2021E0092289 in Book 195 at Page 16 in said Office of Recorder of Deeds, Jackson County, Missouri; thence South 87°33'26" West along said Northerly line, 54.69 feet; thence South 23°08'41" West, along said Northerly line, 52.48 feet; thence North 70°49'21" West, along said Northerly line, 862.03 feet; thence South 01°28'48" West, along said Northerly line, 20.00 feet; thence North 88°31'12" West, along said Northerly line, 146.33 feet; thence South 56°44'46" West, along said Northerly line, 139.48 feet to the Western most point of said THE RETREAT AT HOOK FARMS (LOTS 50 THRU 99 INCLUSIVE AND TRACTS D, E, F, G & H), also being a point on the Northeasterly line of THE RETREAT AT HOOK FARMS SECOND PLAT (LOTS 179 THRU 215, INCLUSIVE AND TRACTS J, K AND L), a subdivision of land in said Lee's Summit recorded September 14, 2022 as Instrument Number 2022E0085308 in Book 206 at Page 32 in said Office of Recorder of Deeds, Jackson County, Missouri; thence North 52°11'58" West, along said Northeasterly line, 631.86 feet; thence North 90°00'00" West, along the North line of said THE RETREAT AT HOOK FARMS SECOND PLAT (LOTS 179 THRU 215, INCLUSIVE AND TRACTS J, K AND L), 500.00 feet to the Northwest corner of said THE RETREAT AT HOOK FARMS SECOND PLAT (LOTS 179 THRU 215, INCLUSIVE AND TRACTS J, K AND L), also being a point on the West line of said Southeast Quarter, also being the East line of the Southwest Quarter of said Section 23 and also being the a point on the East line of MONARCH VIEW 2ND PLAT, LOTS 40 THRU 74, a subdivision of land in said Lee's Summit recorded July 25, 2000 as Instrument 2000I 0048792 in Book I67 at Page 87 in said Office of Recorder of Deeds, Jackson County, Missouri; thence North 02°43'00" East (Platted MONARCH VIEW 2ND PLAT, LOTS 40 THRU 74 N02°43'03"E) along said East line of said MONARCH VIEW 2ND PLAT, LOTS 40 THRU 74, along said West line of said Southeast Quarter, along said East line of said Southwest Quarter and along the Easterly line of EAGLE CREEK GREENWAY (TRACTS G-1 & G-2), a Minor subdivision of land in said Lee's Summit, recorded February 4, 2026 as Instrument Number 2026E0008662 in Book 228 at Page 89 in said Office of Recorder of Deeds, Jackson County, Missouri, 577.37 feet; thence leaving said West line of said Southeast Quarter and leaving said East line of said Southwest Quarter, North 38°11'11" West along said Easterly line, 590.40 feet; thence North 47°02'33" East, along said Easterly line, 122.74 feet; thence North 42°57'27" West, along said Easterly line, 164.35 feet to the Northeast corner of Tract H, of EAGLE CREEK GREENWAY, a subdivision of land in said Lee's Summit recorded November 14, 2006 as Instrument Number 2006E0121720 in Book 100 at Page 65 in said Office of Recorder of Deeds, Jackson County, Missouri, also being a point on the Southerly line of EAGLE CREEK – EIGHTH PLAT, LOTS 283 THRU 348 INCLUSIVE, AND TRACT D, a subdivision of land in said Lee's Summit recorded October 14, 2003 as Instrument Number 2003I0126508 in Book 78 at Page 86 in said Office of Recorder of Deeds, Jackson County, Missouri; thence North 42°01'24" East, along said Southerly line, 156.44 feet (Platted 156.43 feet); thence North 39°26'10" East, along said Southery line, 128.33 feet (Platted 127.83 feet) to a point on the North line of said Southwest Quarter; thence South 87°46'10" East (Platted S87°45'23"E) along said Southerly line and along said North line of said Southwest Quarter, 242.57 feet (Platted 242.66 feet) to the center of said Section 23; thence South 87°45'24" East (Platted S87°45'23"E), along said Southerly line, along said North line of said Southeast Quarter and along said Southerly line of said EAGLE CREEK –

SECOND PLAT, 1003.54 feet to the Point of Beginning. Containing 2,342,148 square feet or 53.77 acres, more or less.

EXHIBIT C
TO
THIRD SUPPLEMENT TO
DECLARATION OF HOMES ASSOCIATION AND
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF HOOK FARMS

Legal Description of Lots Contained in the Third Plat

Lots 216 through and including 257, and Tracts M, N and O, Hook Farms Third Plat, a subdivision in Lee's Summit, Jackson County, Missouri, according to the recorded plat thereof.

CERTIFICATE OF SECRETARY
OF
THE HOOK FARMS HOME OWNERS ASSOCIATION

I, Amy Nelson, hereby certify that I am the duly elected and qualified Secretary/Treasurer of The Hook Farms Home Owners Association. I hereby also certify that Hunt Midwest Real Estate Development, Inc., the Developer identified in the Declaration of Homes Association and Covenants, Conditions, Restrictions and Easements of Hook Farms, dated July 20, 2021 (the "Declaration"), is the sole Class D Member of The Hook Farms Home Owners Association and the owner of sufficient Lots in the Subdivision to give Hunt Midwest Real Estate Development, Inc. a majority of the votes possible to be cast under the Declaration.

Dated this 8 day of September, 2026.

Amy Nelson

Amy Nelson