


# AMENDED AND RESTATED DECLARATION OF HOMES ASSOCIATION AND COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF EAGLE CREEK

RECORDER'S CERTIFICATION
JACKSON COUNTY, MISSOURI
06/04/2003 02:20:03 PM
INSTRUMENT TYPE: REST FEE: $161.00 48 Pages

INSTRUMENT NUMBER/BOOK & PAGE:
2003I0066203

ROBERT T. KELLY, DIRECTOR OF RECORDS

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| Document Title: | Amended and Restated Declaration of Homes Association and Covenants, Conditions, Restrictions and Easements of Eagle Creek |
| Document Date: | May 30, 2003 |
| Grantor Names: | Hunt Midwest Real Estate Development, Inc. |
| Grantee Names: | N/A |
| Statutory Address: | Suite 100, 8300 N.E. Underground Drive, Kansas City, Missouri 64161 |
| Legal Descriptions: | See Exhibit C attached |
| Reference Books and Pages: | See Exhibits A and B attached |

# AMENDED AND RESTATED DECLARATION OF HOMES ASSOCIATION AND COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF EAGLE CREEK

**HUNT MIDWEST REAL ESTATE DEVELOPMENT, INC.**

**("Developer")**

**Dated as of:** May 30, 2003

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**AMENDED AND RESTATED**
**DECLARATION OF HOMES ASSOCIATION**
**AND**
**COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS**
**OF**
**EAGLE CREEK**

**THIS AMENDED AND RESTATED DECLARATION OF HOMES ASSOCIATION AND COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF EAGLE CREEK** (this "Declaration") is made and executed as of _____, 2003, 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.** The Developer has been developing and continues to develop the residential subdivision known as "Eagle Creek" in the City of Lee's Summit, Jackson County, Missouri.

**B.** In connection with the development of such Eagle Creek residential subdivision, the Developer previously executed: (i) that certain Declaration of Covenants, Conditions, Restrictions and Easements of Eagle Creek, dated December 19, 1998, recorded on December 29, 1998, under Document No. 1998I 0104092, Pages 1-14, in the Office of the Director of Records for Jackson County, Missouri, at Independence (the "Original Declaration"), which has been amended, modified and supplemented by those certain Supplemental Declarations thereto identified on **Exhibit A** attached hereto (the "Original Supplemental Declarations", each further identified by number as shown on **Exhibit A**) [the Original Declaration, as amended, modified and supplemented by the Original Supplemental Declarations, being herein collectively referred to as the "Original Supplemented Declaration"]; and (ii) that certain Homes Association of The Eagle Creek Home Owners Association, dated December 18, 1998, recorded on December 29, 1998, under Document No. 1998I 0104093, Pages 1-18, in said Director of Records Office (the "Original HOA Declaration"), which has been amended, modified and supplemented by those certain Supplemental Declarations thereto identified on **Exhibit B** attached hereto (the "Original Supplemental HOA Declarations", each further identified by number as shown on **Exhibit B**) [the Original HOA Declaration, as amended, modified and supplemented by the Supplemental HOA Declarations, being herein collectively referred to as the "Original Supplemented HOA Declaration"].

**C.** The real property presently constituting the Eagle Creek subdivision (the "Property"), consisting of previously platted and unplatted ground, and which was subject to and governed by the Original Supplemented Declaration and the Original Supplemented HOA Declaration and is covered by and subject to this Declaration, is legally described as shown on **Exhibit C** attached hereto.

**D.** Pursuant to Article 9.2 of the Original Supplemented Declaration and Article 9.2 of the Original Supplemented HOA Declaration, both may be amended while the Developer is a Class B Member, as therein defined, by a supplemental declaration signed by: (i) Owners, as therein defined, holding a majority of the votes possible to be cast under the Original Supplemented HOA Declaration; and (ii) the Developer, and any such amendment may amend the terms of both the Original Supplemented Declaration and the Original Supplemented HOA Declaration as they effect all existing Lots (as defined herein) subject thereto and impose additional covenants, conditions, restrictions and easements on all such Lots.

**E.** The Developer presently is the sole Class B Member, owns Lots and other property entitling it to cast a majority of the votes possible to be cast under the Original Supplemented HOA Declaration and desires to and hereby does completely amend and restate the Original Supplemented Declaration and the Original Supplemented HOA Declaration by combining both into this amended and restated Declaration which (except as set forth in Article 17 below) will control over both from and after the date hereof and both which will henceforth read in their entireties as follows below.

**F.** The Developer desires to continue to create, establish, maintain and preserve a quality development project on the Property and adjacent ground, including single-family residences, attached patio homes and attached townhomes, and possessing features of more than ordinary value.

**G.** From time to time after the date of this Declaration, the Developer shall cause (or permit): (i) Single Family Residences to be built on certain Lots shown on one or more plats for portions of the Property (or on any Expansion Property containing similar lots for Single Family Residences); and (ii) Attached Patio Homes and Attached Townhomes to be built within certain Lots of the Tract(s) shown on any such plat (or any similar tracts or lots added as Expansion Property) and cause building lots (one (1) per Attached Patio Home and one (1) per Attached Townhome) to be created by replat, lot split certificate of survey or otherwise within the boundaries of such Lots and such Tract(s) (or any Expansion Property containing similar tracts or lots for Attached Patio Homes and/or Attached Townhomes). The Developer desires to and hereby does subject the Property to the covenants, conditions, restrictions and easements set forth in this amended and restated Declaration from and after the date hereof.

## 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 including all existing Owners of Lots in the Subdivision and their transferees, assigns, heirs and personal representatives. Each future 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, Attached Patio Home or Attached Townhome thereon.

## 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, Monthly Attached Patio Home, Monthly Attached Townhome, Special, Special Attached Patio Home, Special Attached Townhome and Default Assessments levied pursuant to Article 6 hereof.

1.4 "**Association**" means The Eagle Creek 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 "**Attached Patio Home**" means a dwelling constructed on any one (1) Attached Patio Home Lot with one or more Party Walls attaching it to one or more other Attached Patio Homes and having bedrooms on the first or main story or level.

1.7 "**Attached Patio Home Common Expenses**" means all costs and expenses, in addition to and not duplicative of Common Expenses, incurred by the Association to service, manage, maintain, repair, renovate and replace those portions of the Property or Subdivision (as it may be expanded) utilized by or for Attached Patio Homes and related Restricted Common Areas including, without limitation, (a) the costs of insurance required by Article 4.4 below, (b) costs of landscaping and care of grounds, (c) costs of snow clearing, (d) costs to provide exterior repair and maintenance for Attached Patio Homes as set forth in Article 8 below, (e) costs to maintain, repair and replace any other related Restricted Common Area, (f) a reasonable contingency or other reserve or surplus fund for maintenance of and repairs to Attached Patio Homes and related Restricted Common Area improvements on a periodic basis, (g) costs which are expressly declared to be Attached Patio Home Common Expenses by this Declaration, any Supplemental Declaration or the Bylaws, or (h) costs which the Board of Directors determines to be Attached Patio Home Common Expenses.

1.8 "**Attached Patio Home Lot**" has the meaning set forth in Article 1.24 below.

1.9 "**Attached Patio Home Owner's Proportionate Share**" means a fraction, the numerator of which is the number of Attached Patio Home Lots then owned by an Attached Patio Home Owner then within the Property, and the denominator of which is the total number of Attached Patio Home Lots then within the Property, as it may be expanded.

1.10 "**Attached Townhome**" means a dwelling constructed on any one (1) Attached Townhome Lot with one or more Party Walls attaching it to one or more other Attached Townhome and having bedrooms on the second story or level.

1.11 "**Attached Townhome Common Expenses**" means all costs and expenses, in addition to and not duplicative of Common Expenses, incurred by the Association to service, manage, maintain, repair, renovate and replace those portions of the Property or Subdivision (as it may be expanded) utilized by or for Attached Townhomes and related Restricted Common Areas including, without limitation, (a) the costs of insurance required by Article 4.4 below, (b) costs of landscaping and care of grounds, (c) costs of snow clearing, (d) costs to provide exterior repair and maintenance for Attached Townhomes as set forth in Article 8 below, (e) costs to maintain, repair and replace any other related Restricted Common Area, (f) a reasonable contingency or other reserve or surplus fund for maintenance of and repairs to Attached Townhomes and related Restricted Common Area improvements on a periodic basis, (g) costs which are expressly declared to be Attached Townhome Common Expenses by this Declaration, any Supplemental Declaration or the Bylaws, or (h) costs which the Board of Directors determines to be Attached Townhome Common Expenses.

1.12 "**Attached Townhome Lot**" has the meaning set forth in Article 1.24 below.

1.13 "**Attached Townhome Owner's Proportionate Share**" means a fraction, the numerator of which is the number of Attached Townhome Lots then owned by an Attached Townhome Owner then within the Property, and the denominator of which is the total number of Attached Townhome Lots then within the Property, as it may be expanded.

1.14 "**Board of Directors**" means the governing body of the Association.

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

**1.16** "**Common Area**" means all swimming pools, all clubhouses, 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.

**1.17** "**Common Expenses**" means all costs and expenses, other than and excluding Attached Patio Home Common Expenses and Attached Townhome Common Expenses, including, without limitation, wages, utility charges, legal, accounting and other fees, taxes, insurance (including that required by Article 5.3 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.

**1.18** "**Declaration**" means this Amended and Restated Declaration of Homes Association and Covenants, Conditions, Restrictions and Easements of Eagle Creek, as further amended or supplemented from time to time.

**1.19** "**Default Assessment**" has the meaning set forth in Article 6.8 hereof.

**1.20** "**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.

**1.21** "**Expansion Property**" has the meaning set forth in Article 13.1 hereof.

**1.22** "**Fine**" **and** "**Lien Fee**" have the meanings set forth in Article 6.10 hereof.

**1.23** "**Improvements**" has the meaning set forth in Article 10.2 hereof.

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

**1.25** "**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 4.6 hereof.

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

**1.27** "**Monthly Attached Patio Home Assessment**".

**1.28** "**Monthly Attached Townhome Assessment**".

**1.29** "**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.

**1.30** "**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.

**1.31** "**Original Declaration**", "**Original Supplemental Declarations**", "**Original Supplemented Declarations**", "**Original HOA Declaration**", "**Original Supplemental HOA Declarations**" and "**Original Supplemented HOA Declarations**" have the meanings set forth in **Recital B** above.

**1.32** "**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.

**1.33** "**Owner's Proportionate Share**" means a fraction, the numerator of which is the number of Lots then owned by such Owner within the Property, and the denominator of which is the total number of Lots (i.e. all Single Family Residence Lots, Attached Patio Home Lots and Attached Townhome Lots) then within the Property, as it may be expanded.

**1.34** "**Party Wall**" means any wall which separates or divides two (2) Attached Townhomes or Attached Patio Homes and includes any exterior wall of an Attached Townhome or an Attached Patio Home with five (5) inches or less of airspace between it and the exterior wall of an adjacent Attached Townhome or Attached Patio Home, as applicable, whether or not utilities run within such airspace.

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

**1.36** "**Proposed Construction**" has the meaning set forth in Article 10.2 hereof.

**1.37** "**Restricted Common Area**" means any Common Area owned by the Association on or over which, with the approval of the Review Committee, are located specific Improvements or features including, but not limited to, driveways, sidewalks, landscaping features and air conditioning units or other items, which are intended to and in fact do serve or service the needs and interests of a single Attached Townhome Lot and the Attached Townhome thereon or a single Attached Patio Home Lot and the Attached Patio Home thereon.

**1.38** "**Review Committee**" has the meaning set forth in Article 10.1 hereof.

**1.39** "**Single Family Residence**" means a single-family dwelling, other than an Attached Patio Home or an Attached Townhome, constructed on any one (1) Single Family Residence Lot. For purposes hereof, "single family" shall have the same meaning as in the ordinances of the City.

**1.40** "**Single Family Residence Lot**" has the meaning set forth in Article 1.24 above.

**1.41** "**Special Assessment**", "**Special Attached Patio Home Assessment**" and "**Special Attached Townhome Assessment**" have the meanings set forth in Articles 6.5, 6.6 and 6.7 hereof, respectively.

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

**1.43** "**Subdivision**" means, collectively, the Lots, the Common Area, Restricted Common Areas, all other parts of the Property and all Expansion Property.

**1.44** "**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 Director of Records for Jackson County, Missouri, at Independence, designating such person or entity as a Successor Developer.

**1.45** "**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.

**1.46** "**Turnover Date**" means the earlier of: (i) the date as of which only four (4) of the Lots (either Single Family Residence Lots, Attached Patio Home Lots or Attached Townhome Lots or any combination thereof) in the Subdivision (as then composed or as contemplated to be expanded into Unplatted Land by the Developer) remain owned by and not sold by the Developer with no Single Family Residences, Attached Patio Homes or Attached Townhomes 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; or (iii) December 31, 2023.

**1.47** "**Unplatted Land**" means that portion of the Property which has not been subdivided pursuant to a recorded plat.

**1.48** "**Working Capital Fund Contributions**" shall have the meanings set forth in Article 6.9 hereof for "**Attached Patio Home Working Capital Contributions**" and "**Attached Townhome Working Capital Contributions**".

## 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, all existing Owners of Lots in the Subdivision as it exists on the date of this amended and restated Declaration 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, Class B Members, Class C 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 B Members shall be all Owners of Attached Patio Homes except the Developer during the period of its Class D Membership. Class C Members shall be all Owners of Attached Townhomes 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, Class B or Class C 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, Class B or Class C Members, as applicable, for each Single Family Residence Lot, Attached Patio Home Lot and Attached Townhome Lot it (or they) then owns, respectively. As of the date of this amended and restated Declaration, the Developer's prior Class B Membership under the Original Supplemented HOA Declaration shall be automatically converted to a Class D Membership hereunder.

**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, Class B Members and Class C Members each shall have one (1) vote for each Lot owned and Class D Members shall have twenty (20) votes for each Lot owned and twenty (20) votes for each one-quarter (1/4) of an acre (or fraction thereof) of Unplatted Land it owns. 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 effect 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 Board, including appointment, election and removal of all directors and officers of the Association and all members of the Review Board. 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 Board 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; CASUALTY INSURANCE

**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, the Restricted Common Areas 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, the Restricted Common Areas 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, the Restricted Common Areas 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 swimming pools, clubhouses, pedestrian ways, gateways, entrances, fountains, gardens, water run-off detention areas, ponds or basins, lakes, 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 or any subsequent plat for the Subdivision;

(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, the Common Area and the Restricted Common Areas including, without limitation, comprehensive 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 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 18.7 below;

(l) Subject to the voting requirements of Article 16.2 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, Class B Member or Class C 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 and impose Lien Fees against any Class A Member, Class B Member or Class C 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 4.6 below.

4.2 **Power and Authority of the Association Regarding Attached Patio Homes and Attached Townhomes**. 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, to the Owners of Attached Patio Homes and Attached Townhomes. Such power and authority includes, without limitation, the following:

(a) Perform exterior maintenance and repair on each Attached Patio Home located on any Attached Patio Home Lot and on each Attached Townhome located on any Attached Townhome Lot including, without limitation, painting, repairing, replacing and caring for roofs, gutters, down spouts, exterior building surfaces and other exterior improvements as elsewhere required in this Declaration and, if the need for such maintenance or repair is caused by the wasteful, negligent or intentional act or omission of an Owner of an Attached Patio Home or an Attached Townhome, such Owner's family, guests, invitees, agents, licensees or authorized representatives, the cost thereof shall become an Assessment due from such Attached Patio Home Owner or Attached Townhome Owner, alone, to the Association, and may be collected and enforced in the same manner as the collection and enforcement of the Monthly Attached Patio Home Assessment or the Monthly Attached Townhome Assessment, as applicable;

(b) Acquire, provide and maintain casualty and property insurance coverage on the Attached Patio Homes and the Attached Townhomes and their respective exteriors;

(c) Provide for the mowing of lawns, maintenance of trees, shrubs and other plantings and the plowing and clearing of snow from driveways or sidewalks of or pertaining to the Attached Patio Homes and the Attached Townhomes and related Common Area or Restricted Common Area; and

(d) Exercise all rights, power and authority granted to the Association by this Declaration with respect to the Attached Patio Homes and the Attached Townhomes and their respective related Restricted Common Areas.

**4.3 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 Articles 4.1 and 4.2 hereof, the mere existence of such powers and authority shall not require the Board to exercise such powers or authority except for Article 4.2 (a), (b) and (c) which shall be performed by the Association. 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.

**4.4 Casualty Damage Insurance on Attached Patio Homes and Attached Townhomes. [THE PROVISIONS OF THIS ARTICLE 4.4 APPLY ONLY TO ATTACHED PATIO HOMES AND ATTACHED TOWNHOMES IN THE SUBDIVISION AND NOT TO SINGLE FAMILY RESIDENCES.]** The Board of Directors shall obtain and maintain in full force and effect casualty insurance on the Attached Patio Homes and the Attached Townhomes and other insurable improvements on the Attached Patio Home Lots and the Attached Townhome Lots (including, unless the Board of Directors directs otherwise, the fixtures initially installed therein and replacements thereof up to the value of those initially installed therein by or for the Owners, but not including furniture, wall coverings, improvements, additions or other personal property supplied or installed by the Owners), together with all heating, ventilation, air conditioning equipment and other service machinery and utilities contained therein and covering the interests of the Owners and their Mortgagees, as their interests may appear. The insurance shall be carried in an amount also equal to the full replacement value (i.e. one hundred percent (100%) of the current replacement cost exclusive of land, foundation, excavation and other items normally excluded from coverage), without deduction for depreciation (such amount to be re-determined periodically by the Board of Directors with the assistance of the insurance company affording such coverage). Such insurance shall afford protection against loss or damage caused by fire, windstorm, hail and other hazards covered by the standard extended coverage policy or endorsement including debris removal, demolition, vandalism, malicious mischief and water damage. At the election of the Board of Directors, the insurance required under this Article 4.4 may be in the form of a "master" or "blanket" policy. In contracting for the policy or policies of insurance obtained pursuant to this Article 4.4, the Board of Directors shall be required to make reasonable efforts to secure coverage which provides the following:

(a) The following endorsements (or equivalent): (i) "cost of demolition"; (ii) "contingent liability from operation of building laws or codes"; (iii) "increased cost of construction"; and (iv) "agreed amount" or elimination of co-insurance clause; and

(b) A provision that any "no other insurance" clause shall expressly exclude individual Owners' policies from its operation so that the casualty damage policy or policies purchased by the Board of Directors shall be deemed primary coverage and any individual Owners' policies shall be deemed excess coverage.

Prior to obtaining any policy of casualty damage insurance or any renewal thereof, and at such other intervals as the Board of Directors may deem advisable, the Board of Directors may obtain an appraisal from an insurance company, or such other source as the Board may determine, of the then current replacement cost of the Attached Patio Homes and the Attached Townhomes (exclusive of the land, excavations, foundations and other items normally excluded from such coverage) subject to insurance carried by the Association, without deduction for depreciation, for the purpose of determining the amount of casualty damage insurance to be secured pursuant to this Article 4.4. A certificate of such insurance, together with proof of payment of premiums and any notice issued as set forth above, shall be delivered to any Mortgagee requesting the same. The Mortgagee of an Attached Patio Home or an Attached Townhome shall be notified promptly of any event giving rise to a claim under such policy arising from damage to such Attached Patio Home or Attached Townhome. The premiums for such casualty damage insurance shall be an Attached Patio Home Common Expense and an Attached Townhome Common Expense to be paid by the Monthly Attached Patio Home Assessments and the Monthly Attached Townhome Assessments levied by the Association.

Each Attached Patio Home Owner and each Attached Townhome Owner shall be responsible for the deductible under the Association's insurance with respect to property damage or casualty loss to such Owner's Attached Patio Home or Attached Townhome. The amount of such deductible shall be uniform for all Attached Patio Homes and Attached Townhomes and shall be set by the Board of Directors from time to time in a reasonable amount.

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

(a) The Developer shall be an additional named insured on all such policies as long as it 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 18.7 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.

4.6 **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.

4.7 **Attached Patio Home Owners' and Attached Townhome Owners' Insurance**. **[THE PROVISIONS OF THIS ARTICLE 4.7 APPLY ONLY TO ATTACHED PATIO HOMES AND ATTACHED TOWNHOMES IN THE SUBDIVISION AND NOT TO SINGLE FAMILY RESIDENCES.]** Each Attached Patio Home Owner and each Attached Townhome Owner and their occupants shall obtain insurance against liability for events occurring within such Owner's Attached Patio Home or such Owner's Attached Townhome, losses with respect to personal property and furnishings and similar matters of the type and nature of coverage commonly referred to as "tenants' improvements and betterments" or an "HO6" policy. Each Attached Patio Home Owner and each Attached Townhome Owner or their occupants may carry such insurance, in addition to that provided by the Association, as that Owner or occupant may determine, subject to the provisions hereof, and provided that no Attached Patio Home Owner or Attached Townhome Owner or occupant may at any time purchase individual policies of insurance against loss by fire or other casualty covered by the blanket insurance carried pursuant hereto by the Association. In the event any Attached Patio Home Owner or any Attached Townhome Owner or an occupant violates this provision, any diminution in insurance proceeds resulting from the existence of such other insurance shall be chargeable to the Attached Patio Home Owner or the Attached Townhome Owner who acquired or whose occupant acquired such other insurance, who shall be liable to the Association to the extent of any diminution and/or loss of proceeds. All such insurance separately carried shall contain a waiver of subrogation rights by the carrier as to the Association, its officers and directors, and all other Attached Patio Home Owners and all other Attached Townhome Owners and their respective occupants.

## 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.

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.

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

5.4 **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, LIEN FEES AND WORKING CAPITAL FUND CONTRIBUTIONS

6.1 **Obligation; Purpose**.

(a) The Association may assess against Class A Members, Class B Members, Class C Members and Class D Members owning Lots (and each such Owner of a Single Family Residence Lot, an Attached Patio Home Lot or an Attached Townhome 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) The Association may assess against all Attached Patio Home Lots (and each Owner of an Attached Patio Home Lot, by acceptance of a deed to such Lot, hereby agrees to pay to the Association all) Monthly Attached Patio Home Assessments and Special Attached Patio Home Assessments in addition to the Assessments otherwise assessed to and payable by all Owners.

(c) The Association may assess against all Attached Townhome Lots (and each Owner of an Attached Townhome Lot, by acceptance of a deed to such Lot, hereby agrees to pay to the Association all) Monthly Attached Townhome Assessments and Special Attached Townhome Assessments in addition to the Assessments otherwise assessed to and payable by all Owners.

(d) For purposes hereof, (i) "**Annual Assessments**" are Assessments imposed and levied by the Board of Directors against each Owner of either a Single Family Residence Lot, an Attached Patio Home Lot or an Attached Townhome Lot in accordance with such Owner's Proportionate Share which are necessary to meet the Common Expenses, (ii) "**Monthly Attached Patio Home Assessments**" are Assessments imposed and levied by the Board of Directors against each Attached Patio Home Owner in accordance with such Attached Patio Home Owner's Proportionate Share which are necessary to meet the Attached Patio Home Common Expenses, (iii) "**Monthly Attached Townhome Assessments**" are Assessments imposed and levied by the Board of Directors against each Attached Townhome Owner in accordance with such Attached Townhome Owner's Proportionate Share which are necessary to meet the Attached Townhome Common Expenses, (iv) "**Special Assessments**" are Assessments against all Owners for capital improvements to the Common Area and other purposes as stated in Article 6.5 of this Declaration, (v) "**Special Attached Townhome Assessments**" are Assessments against Attached Townhome Owners for capital improvements to the Restricted Common Areas and other purposes as stated in Article 6.7 of this Declaration, (vi) "**Special Attached Patio Home Assessments**" are Assessments against Attached Patio Home Owners for capital improvements to the Restricted Common Areas and the Attached Patio Homes and other purposes as stated in Article 6.6 of this Declaration, and (vii) "**Default Assessments**" are Assessments assessed against a Lot (either a Single Family Residence Lot, an Attached Patio Home Lot or an Attached Townhome 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.

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

(f) No Assessments of any kind shall be imposed or levied against Unplatted Land included within the Property and no Monthly Attached Patio Home Assessments, Monthly Townhome Assessments, Special Attached Townhome Assessments or Special Attached Patio Home Assessments shall be imposed or levied against any Lots owned by the Class D Members.

**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 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, Class B Members and Class C 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, Class B Members and Class C 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. If an unimproved Lot is sold by the Developer to a person who is, or by such sale becomes, a Class A, Class B or Class Member, at closing the purchaser shall pay the Association the Annual Assessment for the Lot prorated on the number of days remaining in the year during which such purchase occurs less the prorated amount of such Annual Assessment for the Lot while owned by the Developer. The purchaser shall pay to the Developer the prorated amount of such Annual Assessment of the Lot while it was owned by the Developer.

**6.3 Monthly Attached Patio Home Assessments**. Subject to the limitations set forth herein and any in the Articles and Bylaws, the Board of Directors, in its sole discretion, shall establish Monthly Attached Patio Home Assessments based upon the estimated Attached Patio Home Common Expenses for the subsequent fiscal year of the Association. Until modified as provided herein, the Monthly Attached Patio Home Assessments shall be in amounts as determined by the budgets established by the Board of Directors from time to time. The first Monthly Attached Patio Home Assessment for an Attached Patio Home Lot shall be made on the closing date for the purchase of such Attached Patio Home Lot by an Owner other than a builder building for resale. The Monthly Attached Patio Home Assessments shall be made and established by the Board of Directors on or before January 1st of each year and shall be due and payable in equal monthly installments on or before the first day of each month. If the Board of Directors fails to timely make any Monthly Attached Patio Home Assessment for any fiscal year, the amount of such Monthly Attached Patio Home Assessment for the year shall automatically be the same as the Monthly Attached Patio Home Assessment for the immediately prior year. Prior to the Turnover Date, the Board of Directors may increase the Monthly Attached Patio Home Assessments as such Board shall determine appropriate. After the Turnover Date, the Monthly Attached Patio Home Assessments made by the Board of Directors may not exceed (a) one hundred and twenty percent (120%) of the Monthly Attached Patio Home Assessments for the immediately preceding year without the approval of a majority of the Class B Members only present at a meeting duly called or (b) one hundred fifty percent (150%) of the Monthly Attached Patio Home Assessments for the immediately preceding year without the approval of sixty-six and 2/3 percent (66 2/3%) of the Class B Members only present at a meeting duly called. The Board of Directors may, but shall have no obligation to, make pro rata refunds of any Monthly Attached Patio Home Assessments in excess of the actual Attached Patio Home Common Expenses incurred in any fiscal year or may hold the same in reserve. The Monthly Attached Patio Home Assessments are payable only by Owners of Attached Patio Homes and are in addition to the payment of the Annual Assessments under Article 6.2 hereof.

**6.4 Monthly Attached Townhome Assessments**. Subject to the limitations set forth herein and any in the Articles and Bylaws, the Board of Directors, in its sole discretion, shall establish Monthly Attached Townhome Assessments based upon the estimated Attached Townhome Common Expenses for the subsequent fiscal year of the Association. Until modified as provided herein, the Monthly Attached Townhome Assessments shall be in amounts as determined by the budgets established by the Board of Directors from time to time. The first Monthly Attached Townhome Assessment for an Attached Townhome Lot shall be made on the closing date for the purchase of such Attached Townhome Lot by an Owner other than a builder building for resale. The Monthly Attached Townhome Assessments shall be made by the Board of Directors on or before January 1st of each year and shall be due and payable in equal monthly installments on or before the first day of each month. If the Board of Directors fails to timely make any Monthly Attached Townhome Assessment for any fiscal year, the amount of such Monthly Attached Townhome Assessment for the year shall automatically be the same as the Monthly Attached Townhome Assessment for the immediately prior year. Prior to the Turnover Date, the Board of Directors may increase the Monthly Attached Townhome Assessments as such Board shall determine appropriate. After the Turnover Date, the Monthly Attached Townhome Assessments made by the Board of Directors may not exceed (a) one hundred and twenty percent (120%) of the Monthly Attached Townhome Assessments for the immediately preceding year without the approval of a majority of the Class C Members only present at a meeting duly called or (b) one hundred fifty percent (150%) of the Monthly Attached Townhome Assessments for the immediately preceding year without the approval of sixty-six and 2/3 percent (66 2/3%) of the Class C Members only present at a meeting duly called. The Board of Directors may, but shall have no obligation to, make pro rata refunds of any Monthly Attached Townhome Assessments in excess of the actual Attached Townhome Common Expenses incurred in any fiscal year or may hold the same in reserve. The Monthly Attached Townhome Assessments are payable only by Owners of Attached Townhomes and are in addition to the payment of the Annual Assessments under Article 6.2 hereof.

**6.5 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, including the Developer, 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 6.5. 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 6.5 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.

**6.6 Special Attached Patio Home Assessments**. Except as limited or prohibited by the Articles or Bylaws, the Board of Directors may levy in any fiscal year one or more Special Attached Patio Home Assessments, payable over any period as it determines, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair, renovation or replacement of damaged Attached Patio Homes or improvements in the Restricted Common Areas related to the Attached Patio Homes or for any other expenses incurred by the Association in fulfilling its obligations to all Attached Patio Home Owners under this Declaration or otherwise imposed upon the Association. In imposing any Special Attached Patio Home Assessment, the Board of Directors shall specifically refer to this Article 6.6. The Board of Directors shall promptly give the Attached Patio Home Owners written notice of the amount of all Special Attached Patio Home Assessments and the time for payment thereof. No payment of all or part of any Special Attached Patio Home Assessment shall be due less than thirty (30) days after such notice is given. This Article 6.6 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 related to the Attached Patio Homes and the Restricted Common Areas servicing or related to the Attached Patio Homes authorized by other sections of this Declaration. Special Attached Patio Home Assessments are payable only by the Owners of Attached Patio Homes and are in addition to the payment of Special Assessments under Article 6.5 hereof.

**6.7 Special Attached Townhome Assessments**. Except as limited or prohibited by the Articles or Bylaws, the Board of Directors may levy in any fiscal year one or more Special Attached Townhome Assessments, payable over any period as it determines, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair, renovation or replacement of damaged Attached Townhomes or improvements in the related Restricted Common Areas or for any other expenses incurred by the Association in fulfilling its obligations to all Attached Townhome Owners under this Declaration or otherwise imposed upon the Association. In imposing any Special Attached Townhome Assessment, the Board of Directors shall specifically refer to this Article 6.7. The Board of Directors shall promptly give the Attached Townhome Owners written notice of the amount of all Special Attached Townhome Assessments and the time for payment thereof. No payment of all or part of any Special Attached Townhome Assessment shall be due less than thirty (30) days after such notice is given. This Article 6.7 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 related to the Attached Townhomes and the related Restricted Common Areas authorized by other sections of this Declaration. Special Attached Townhome Assessments are payable only by the Owners of Attached Townhomes and are in addition to the payment of Special Assessments under Article 6.5 hereof.

**6.8 Default Assessments**. The Board of Directors may assess Default Assessments against any Member or any Owner of a Single Family Residence, an Attached Patio Home or an Attached Townhome at any time. Notice of the amount and due date of each Default Assessment shall be sent to the Member or 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 Member's or such Owner's Lot when due and may be foreclosed or otherwise collected as provided in this Declaration.

**6.9 Working Capital Fund Contributions**. Working Capital Fund Contributions shall be made as follows:

(a) The Developer shall require the first Owner of an Attached Patio Home Lot (other than the Developer or a builder building on such Lot for resale) to make a nonrefundable contribution to the Attached Patio Home working capital fund of the Association in an amount equal to three (3) times the monthly installment of the Monthly Attached Patio Home Assessment against such Attached Patio Home Lot then in effect (an "Attached Patio Home Working Capital Fund Contribution"). The Association shall maintain all such Attached Patio Home 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 Attached Patio Home Common Expenses or meeting unforeseen Attached Patio Home expenditures. Such Attached Patio Home Working Capital Fund Contribution shall not relieve an Attached Patio Home Owner from making payments of the Assessments as they become due and is in addition thereto and nonrefundable in all events.

(b) The Developer shall require the first Owner of an Attached Townhome Lot (other than the Developer or a builder building on the Lot for resale) to make a nonrefundable contribution to the attached townhome working capital fund of the Association in an amount equal to three (3) times the monthly installment of the Monthly Attached Townhome Assessment against such Townhome Lot then in effect (an "Attached Townhome Working Capital Fund Contribution"). The Association shall maintain all such Attached Townhome 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 Attached Townhome Common Expenses or meeting unforeseen Attached Townhome expenditures. Such Attached Townhome Working Capital Fund Contribution shall not relieve an Attached Townhome Owner from making payments of the Assessments as they become due and is in addition thereto and nonrefundable in all events.

**6.10 Fines; Lien Fees**. The Board of Directors may assess and impose a Fine of Twenty Dollars ($20) per month (or such other amount as the Board of Directors shall determine appropriate from time to time) for each month 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, an Attached Patio Home or an Attached Townhome 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. Fines shall be imposed only after notice and an opportunity to be heard before the Board of Directors. 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, Attached Patio Homes, Attached Townhomes, the Common Area or the Restricted Common Areas 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 Lien Fee of One Hundred Fifty Dollars ($150)[or such other amount as the Board of Directors shall determine appropriate from time to time] to cover administrative time and expense in connection therewith.

**6.11 Effect of Nonpayment; Liens**. Any Annual Assessment, Monthly Attached Patio Home Assessment, Monthly Attached Townhome Assessment, Special Assessment, Special Attached Patio Home Assessment, Special Attached Townhome 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;

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

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

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

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

A Delinquency shall constitute a lien on the Lot, including the Single Family Residence, the Attached Patio Home or the Attached Townhome 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 Director of Records for Jackson County, Missouri, at Independence. The certificate of lien, which shall be signed and acknowledged by the President, any Vice President or the Secretary of the Association, or on behalf of the Association by any manager appointed by it, 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, 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.

**6.12 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 or the Restricted Common Areas. 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 6.15 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.

**6.13 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, or to all Attached Patio Homes as an Attached Patio Home Common Expense or to all Attached Townhome Lots as an Attached Townhome Common Expense, as applicable.

**6.14 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.

**6.15 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.

**6.16 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.

**6.17 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.

**6.18 Optional Developer Loans to Association**. In the event that, at any time or from time to time, the Assessments (including the Annual Assessments, the Monthly Attached Patio Home Assessments, the Monthly Attached Townhome Assessments, the Special Assessments, the Special Attached Patio Home Assessments and the Special Attached Townhome Assessments) and the Attached Patio Home Working Capital Fund Contributions and the Attached Townhome Working Capital Fund Contributions are not sufficient for the Association to pay all Common Expenses and/or all Attached Patio Home Common Expenses and/or all Attached Townhome 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 shall 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.

## 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. Each Attached Townhome Owner hereby irrevocably appoints the Association as the Attached Townhome Owner's true and lawful attorney-in-fact for the purposes of dealing with any damage or other loss in connection with the Attached Townhomes or the related Restricted Common Areas which is covered by insurance written in the name of the Association or a complete or partial taking of the related Restricted Common Areas in condemnation. Each Attached Patio Home Owner hereby irrevocably appoints the Association as the Attached Patio Home Owner's true and lawful attorney-in-fact for the purposes of dealing with any damage or other loss in connection with the Attached Patio Homes or the Restricted Common Areas related to or servicing the Attached Patio Homes and which are covered by insurance written in the name of the Association or a complete or partial taking of the related Restricted Common Areas 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 Attached Patio Homes and Attached Townhomes**. **[THE PROVISIONS OF THIS ARTICLE 7.2 APPLY ONLY TO ATTACHED PATIO HOMES AND ATTACHED TOWNHOMES AND NOT TO SINGLE FAMILY RESIDENCES.]** In the event of damage to or destruction of all or part of any Attached Patio Home or any Attached Townhome covered by insurance written in the name of the Association pursuant to Article 4.4 above, the Board of Directors shall arrange for and supervise the prompt repair and restoration of the damaged property including, without limitation, any damaged Attached Patio Homes or any Attached Townhomes and the fixtures and appliances initially installed therein by or for the Owners thereof, any replacements thereof installed by such Owners up to the value of those initially installed by or for them, but not including any furniture, furnishings, fixtures, equipment or other personal property supplied or installed by such Owners in the Attached Patio Homes or the Attached Townhomes unless covered by insurance obtained by the Association (the "Association Insured Property"). Notwithstanding the foregoing, each Attached Patio Home Owner and each Attached Townhome Owner shall have the right to supervise the redecorating of all but the exterior maintenance area of such Owner's Attached Patio Home or Attached Townhome, as applicable. The following shall apply in such event:

(a) As soon as practicable after an event causing damage to or destruction of any part of the Association Insured Property, the Board of Directors shall, unless such damage or destruction shall be minor, obtain an estimate or estimates that it deems reliable and complete of the costs of repair and reconstruction. "Repair and reconstruction", as used in this Article 7.2, shall mean restoring the damaged or destroyed improvements to substantially the same condition in which they existed prior to the damage or destruction. Such costs may also include professional fees and premiums for such bonds as the Board of Directors determines to be necessary.

(b) As soon as practical after the damage occurs and any required estimates have been obtained, the Association shall diligently pursue to completion the repair and reconstruction of the damaged or destroyed Association Insured Property. As attorney-in-fact for the Owners, the Association may take any and all necessary or appropriate action to effect repair and reconstruction of any damage or destruction to the Association Insured Property and no consent or other action by any Owner shall be necessary. Assessments and Fines of the Association shall not be abated during the period of insurance adjustments and repair and reconstruction.

(c) The proceeds received by the Association from any casualty or hazard insurance carried by the Association shall be used for the purpose of repair, replacement and reconstruction of the Association Insured Property.

(d) The insurance proceeds held by the Association, and the amounts received from any Special Attached Patio Home Assessments and/or any Special Attached Townhome Assessments provided for below, constitute a fund for the payment of the costs of repair and reconstruction after casualty.

(e) With respect to Attached Patio Homes, it shall be deemed that the first money disbursed in payment for the costs of repair and reconstruction shall be made from insurance proceeds and the balance from the Special Attached Patio Home Assessments. If there is a balance remaining after payment of all costs of such repair and reconstruction, such balance shall be distributed to the Attached Patio Home Owners in proportion to the contributions each Attached Patio Home Owner made as a Special Attached Patio Home Assessment, then in equal shares per Attached Patio Home Lot, first to the Mortgagees and then to the Attached Patio Home Owners, as their respective interests appear.

(f) With respect to Attached Townhomes, it shall be deemed that the first money disbursed in payment for the costs of repair and reconstruction shall be made from insurance proceeds and the balance from the Special Attached Townhome Assessments. If there is a balance remaining after payment of all costs of such repair and reconstruction, such balance shall be distributed to the Attached Townhome Owners in proportion to the contributions each Attached Townhome Owner made as a Special Attached Townhome Assessment, then in equal shares per Attached Townhome Lot, first to the Mortgagees and then to the Attached Townhome Owners, as their respective interests appear.

**7.3 Repair of Damaged Common Area or Restricted Common Areas**. Except as provided herein to the contrary, the Association shall use the proceeds of all insurance for the Common Area or the Restricted Common Areas to repair or replace any part of the Common Area or the Restricted Common Areas, having a fair market value of more than $5,000.00, damaged by an insured occurrence.

**7.4 Special Assessments, Special Attached Patio Home Assessments and Special Attached Townhome Assessments if Insurance Proceeds Insufficient**. If the insurance proceeds are insufficient to pay the costs of repair or replacement as set forth in Articles 7.2 and/or 7.3 above, the Association may, pursuant to Articles 6.5, 6.6 and 6.7 above, levy, assess and collect in advance from the Owners, the Attached Patio Home Owners and the Attached Townhome Owners, without the necessity of a special vote of the Owners, the Attached Patio Home Owners or the Attached Townhome Owners, a Special Assessment, a Special Attached Patio Home Assessment or a Special Attached Townhome Assessment, or any combination thereof, sufficient to provide funds to pay the additional cost of such repair or replacement. If the aggregate of any Special Assessment, Special Attached Patio Home Assessment or Special Attached Townhome Assessment for expenses relating to such repair or replacement exceeds $5,000.00 with respect to the Common Area or $50,000 with respect to Attached Patio Homes or Attached Townhomes or the related Restricted Common Areas, then the Special Assessment, the Special Attached Patio Home Assessment or the Special Attached Townhome 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.

**7.5 Condemnation**. Except as provided herein, if any portion of the Common Area or the Restricted Common Areas 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 or the Restricted Common Areas. If the condemnation award is insufficient to pay the costs of restoring or replacing the taken Improvement, the Association may, pursuant to Articles 6.5, 6.6 and 6.7 above, levy, assess and collect in advance from the Owners, or the Attached Patio Home Owners or the Attached Townhome Owners, without the necessity of a special vote of such Owners, a Special Assessment, a Special Attached Patio Home Assessment or a Special Attached Townhome Assessment sufficient to provide funds to pay the additional cost of such restoration or replacement. If the aggregate of any Special Assessment, any Special Attached Patio Home Assessment or any Special Attached Townhome Assessment 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, Class B and Class C 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.

**7.6 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, Class B and Class C 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 or the Restricted Common Areas damaged by an insured occurrence and do not authorize alternative improvements to such part of the Common Area or the Restricted Common Areas, the damaged property shall be restored to its natural state and maintained as an undeveloped portion of the Common Area or the Restricted Common Areas 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, Class B and Class C votes possible to be cast under this Declaration may elect not to restore or replace any improvements comprising a part of the Common Area or the Restricted Commons Areas 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 without first obtaining the written consent of the City and taking adequate alternative storm water drainage control measures.

## ARTICLE 8.

## [THIS ARTICLE 8 APPLIES ONLY TO ATTACHED PATIO HOMES AND ATTACHED TOWNHOMES AND NOT TO SINGLE FAMILY RESIDENCES.]

**8.1 General**. Subject to the provisions of Article 9 below, in addition to the maintenance upon the Common Area and upon the Restricted Common Areas provided for elsewhere in this Declaration, and as allowed or required by the Association under this Declaration, the Association shall provide (or arrange for provision of) the following services to each Attached Patio Home and the Attached Patio Home lot on which it is located, and to each Attached Townhome and the Attached Townhome Lot on which it is located, which is subject to the Monthly Attached Patio Home Assessment and the Monthly Attached Townhome Assessment hereunder in as nearly a uniform manner as may be reasonably possible, and each Attached Patio Home Owner and each Attached Townhome Owner shall be obligated to accept and participate in the Association's provisions of such services by such Owner's acceptance of a deed to such Owner's Lot.

**8.2 Exterior Maintenance**. The Association shall provide exterior maintenance upon each Attached Patio Home and each Attached Townhome which is subject to the Monthly Attached Patio Home Assessments and the Monthly Attached Townhome Assessments hereunder, as follows: paint, repair, replace and care for roofs, gutters, downspouts, exterior building surfaces and other exterior Improvements. The foregoing shall not include any responsibility on behalf of the Association to repair or replace exterior building surfaces or foundations arising or resulting from: (i) an Attached Patio Home Owner's or an Attached Townhome Owner's failure to properly and adequately provide routine general maintenance and protection from the elements or other care to such Owner's Attached Patio Home or Attached Townhome; or (ii) fire, windstorm, vandalism or other casualty loss covered by fire and extended coverage loss provisions of a standard form of homeowner's insurance policy. Such exterior maintenance shall not include driveways, sidewalks, decks or patios, glass surfaces, windows, window frames, window hardware,

screens, light bulbs, garage doors, doors or shrubs or other plantings within five feet (5') of an Attached Patio Home's or an Attached Townhome's foundation (which shall be each such Owner's responsibility). No change in the color of the exterior surfaces of any Attached Patio Home or any Attached Townhome shall be made by the Association or any Owner from the original colors used without such change being first considered and recommended by the Review Board. Thereafter, prior to the Turnover Date, the Developer must approve any such recommendations. After the Turnover Date, such recommendations shall be submitted to the Class B and Class C membership for acceptance, which acceptance shall require a vote of sixty-six and two/thirds percent (66 2/3%) of the Class B and Class C Members of the Association present at a meeting called to consider such proposal at which a quorum is present.

**8.3 Lawn and Landscaping Care; Snow Clearing**. The Association shall provide lawn and landscaping care consisting of mowing, edging, fertilizing, weed control and reseeding of all grass areas and trimming and replacing of trees, bushes, shrubbery and plantings on the Attached Patio Home Lots and the Attached Townhome Lots and the related Restricted Common Areas (other than those which are an Attached Patio Home Owner's or an Attached Townhome Lot Owner's responsibility as set forth in Article 8.2 above). The Association also shall provide for snow clearing from the Attached Patio Homes and the Attached Townhomes driveways and sidewalks (and related public streets if approved by the Board of Directors).

**8.4 Attached Patio Home Owner's and Attached Townhome Owner's Responsibility for Sewer Lines**. Each Attached Patio Home Owner and each Attached Townhome Owner shall be responsible for the maintenance, repair and replacement of the sewer line from the Attached Patio Home and the Attached Townhome, as applicable, to the City's public sewer system, including any collectors, and is hereby granted an easement across that portion of the Common Area or the related Restricted Common Areas in which such sewer line or any collector is located for such purpose.

**8.5 Uniformity of Service**. The Association shall arrange and provide for a uniform method of providing the foregoing services to the Attached Patio Homes and the Attached Townhomes. The Association shall have authority to determine the exact method of providing for such services by virtue of the powers set forth in Article 4 of this Declaration and, toward that end, shall have authority to contract with one or more providers of such services on behalf of all the Attached Patio Home Owners and the Attached Townhome Owners to provide such services to the Attached Townhomes within the Subdivision.

**8.6 Exclusivity**. No Attached Patio Home Owner and no Attached Townhome Owner shall do any act or take any action on such Owner's part which shall interfere or conflict with the Association's sole responsibility to provide the services set forth herein, and particularly shall not seek to provide such services to such Owner's own Attached Patio Home or Attached Townhome unless the Association fails to provide such service, after written notice to the Association demanding such services be reasonably provided, to the Attached Patio Home Owner or the Attached Townhome Owner who can establish such services are not being provided to such Owner's Attached Patio Home or Attached Townhome, in a uniform manner with the other Attached Patio Homes and Attached Townhomes within the Subdivision.

**8.7 Attached Patio Home Owner's and Attached Townhome Owner's Responsibility for Driveways, Sidewalks, Patios and Decks**. Anything contained above to the contrary notwithstanding, each Owner of an Attached Patio Home or an Attached Townhome shall be responsible for using due care in the usage and utilization of and for the repair and replacement of any driveway and/or sidewalk areas dedicated to such Owner's Attached Patio Home or Owner's Attached Townhome. The foregoing responsibility shall include, but not be limited to, each such Owner's obligation to protect and preserve the surface of such driveway and sidewalk from: (i) loads, weights or vehicles heavier than that which residential construction practices would customarily be designed to handle; (ii) frequent, continuous or undue exposure to salts, snow or ice melt or removal products or other chemicals, compounds or substances whose properties or characteristics are harmful, damaging, caustic or otherwise deleterious to the finished surface of such driveway or sidewalk. The repair of any damage or destruction caused to or the replacement of any such driveway or sidewalk , for any cause or any reason, shall be the responsibility of such Owner, and if such Owner fails to do so, the Association shall be authorized to repair such damage or to make any necessary replacement at the cost and expense of such Owner and to collect the same, together with all other costs and expenses of the Association associated with the enforcement of the Association's rights hereunder. If, in the course of installing, maintaining or repairing Improvements located on the related Restricted Common Areas, any Attached Patio Home or Attached

Townhome Owner, or such Owner's contractor, agent or employee, damages, destroys or harms any Improvement located within the Common Area or the related Restricted Common Areas, it shall be such Owner's responsibility to repair, renovate or correct any such damage, destruction or harm. Each Attached Patio Home Owner and each Attached Townhome Owner also is responsible for all maintenance, repair and replacement of any patio or deck pertaining to such Owner's Attached Patio Home or Attached Townhome and the Association shall have no responsibility therefor.

## ARTICLE 9
## ATTACHED PATIO HOME AND ATTACHED TOWNHOME PARTY WALLS AND RELATED MATTERS

**[THIS ARTICLE 9 APPLIES ONLY TO ATTACHED PATIO HOMES AND ATTACHED TOWNHOMES AND NOT TO SINGLE FAMILY RESIDENCES.]**

**9.1 Boundary Line Between Attached Patio Homes and Attached Townhomes**. The boundary line between two (2) Attached Patio Homes or Attached Townhomes shall be deemed to be the center line of the airspace between the exterior walls of the two (2) Attached Patio Homes or Attached Townhomes which abut such airspace (the "Party Walls") or, if there is no such airspace, where the Party Walls abut, notwithstanding the fact that the common boundary line for the Attached Patio Home Lots or the Attached Townhome Lots may not be located precisely upon said center line of the Party Walls. The Owner of each Attached Patio Home Lot and each Attached Townhome Lot from time to time shall have the full rights of ownership, use and occupancy of the Attached Patio Home or the Attached Townhome located primarily upon such Attached Patio Home Lot or Attached Townhome Lot and the Owner of one (1) Attached Patio Home or Attached Townhome shall not have any right, title or interest in any part of the other Attached Patio Home or Attached Townhome located primarily upon the adjacent Attached Patio Home Lot or Attached Townhome Lot, as applicable.

**9.2 Repair and Maintenance of Party Walls**. Subject to the provisions of Articles 9.5 and 9.6 below, the Owners of the Attached Patio Homes and the Attached Townhomes from time to time shall, at their respective sole cost and expense, make all repairs and perform all maintenance required upon the surface and non-structural elements of the portion of the Party Walls which serves as an interior/exterior wall of the Attached Patio Home or Attached Townhome owned by such Owner; provided, however, that if and to the extent that any such repairs or maintenance are necessitated by reason of the negligence or wrongful act of one (1) Attached Patio Home Owner or Attached Townhome Owner (or such Owner's tenants, agents, employees, guests or invitees), then, subject to the provisions of Article 9.6 below, such repairs and maintenance shall be made and performed at the sole cost and expense of the Owner whose (or whose tenant's, agent's, employee's, guest's or invitee's) negligence or wrongful act necessitated such repairs or maintenance.

**9.3 Repairs and Maintenance of Utilities in and Structural Elements of Party Walls**. Subject to the provisions of Articles 9.5 and 9.6 below, the Owners of the applicable Attached Patio Homes and Attached Townhomes from time to time shall make or cause to be made all repairs and maintenance to all utilities to the extent common to such Attached Patio Homes and Attached Townhomes including, but not limited to, sewer, water and electrical utilities and to the structural elements of such Owner's portion of the Party Walls, with the cost of any such common repairs or maintenance to be paid equally by each applicable Owner; provided, however, that if and to the extent that any such repairs or maintenance are necessitated by reason of the negligence or wrongful act of one (1) Owner (or such Owner's tenants, agents, employees, guests or invitees), or they are applicable only to one (1) Owner's portion of the Party Walls, then, subject to the provisions of Article 9.6 below, such repairs and maintenance shall be made and performed at the sole cost and expense of the Owner whose (or whose tenant's, agent's, employee's, guest's or invitee's) negligence or wrongful act necessitated such repairs or maintenance or whose portion is affected.

**9.4 Repairs/Maintenance in Compliance with Laws**. Any and all repairs and maintenance which an Attached Patio Home Owner or an Attached Townhome Owner, or all applicable Attached Patio Home Owners or Attached Townhome Owners jointly, shall be required to perform hereunder or shall elect to perform shall be done in a good and workmanlike manner and in full compliance with all laws, ordinances, statutes, rules and regulations of any Federal, State, County or local government or governmental agency or authority. Any such repairs and maintenance, once commenced, shall thereafter be diligently pursued to completion. Each such Owner shall have a reciprocal easement across the other applicable Owner's Lot to allow reasonable access for the purpose of making inspections and

performing any maintenance or repairs. Such easement rights shall be exercised in such a manner as to avoid, to the extent reasonably practicable, unnecessary interference with the use and occupancy of the other Owner's Lot.

**9.5 Insurance**. The casualty and property damage insurance required to be carried by the Association as set forth in Article 4.4 above shall expressly cover casualty damage or destruction of the Party Walls.

**9.6 Waiver of Liability**. Notwithstanding anything to the contrary herein, each Owner of an Attached Patio Home and each Owner of an Attached Townhome hereby releases the Association, the Developer, the other applicable Attached Patio Home Owner(s) and Attached Townhome Owner(s) and their respective tenants, agents, employees, guests or invitees from all liability for damage due to any act or neglect of the Association, the Developer, such other Owners or their respective tenants, agents, employees, guests or invitees (except as herein provided) occurring to the Attached Patio Home or the Attached Townhome which is or might be incident to or the result of a fire or any other casualty which is or would be covered by the casualty insurance policy described in Article 4.4 above or which is covered by any other insurance policy actually maintained by such Owner or such Owner's tenants or other occupants; provided, however, that the releases herein contained shall not apply to any loss or damage occasioned by the willful act or omission of any such Owner.

**9.7 Limitation on Alterations to Party Walls**. No Owner of an Attached Patio Home or an Attached Townhome shall have the right, except with the prior written consent of the other applicable Attached Patio Home Owner(s) or Attached Townhome Owner(s), to (i) make any alterations or additions to any Party Wall or any part thereof, except non-structural, interior alterations made within the living unit of such Owner's Attached Patio Home or Attached Townhome, or (ii) take any action which will adversely affect the structural integrity or sound transmission prevention qualities of the Party Walls. To the extent any such Owner shall make any alterations or additions to the Party Walls, (a) such Owner shall, at such Owner's sole cost and expense, keep and maintain such alterations or additions in good condition and repair and (b) in the event of any fire or other casualty, the restoration and repair of such alterations or additions shall be at the sole cost and expense of such Owner.

**9.8 Exterior of Party Walls - Colors and Materials**. The exterior portions of any Party Wall visible outside an Attached Patio Home or an Attached Townhome shall be of the same color and/or materials as the exterior walls thereof or only such other colors and/or materials as are approved in advance by the Review Board.

**9.9 Lien Rights**. Should an Attached Patio Home or an Attached Townhome Owner fail or refuse to pay any costs or expenses as provided in this Article 9, the non-defaulting adjacent Owner(s) shall be entitled to a lien on the Lot of the Owner so failing or refusing to pay to the extent of such costs or expenses. Payment of such costs or expenses may be enforced as a mechanic's lien on such Lot through proceedings in any court in Jackson County, Missouri, having jurisdiction of suits for the enforcement of such liens. Such non-defaulting Owner(s) may also file a certificate of nonpayment of such costs or expenses against the defaulting Owner's Lot in the office of the Director of Records for Jackson County, Missouri, at Independence. Such liens shall continue for a period of five (5) years from the date of nonpayment of the costs or expenses, unless suit shall have been instituted for collection of the costs or expenses, in which case the lien shall continue until payment in full of such costs or expenses or termination of the suit against the defaulting party.

**9.10 State Law Governs**. To the extent not inconsistent with the provisions of this Article 9, the laws of the State of Missouri regarding the Party Walls shall be applicable with respect to each Party Wall.

## ARTICLE 10
## ARCHITECTURAL CONTROL AND CONSTRUCTION STANDARDS

**10.1 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 10. 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 C 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.

**10.2 Architectural Control**. To preserve the harmony of the construction, location and exterior design and appearance of the Lots, the Single Family Residences, the Attached Patio Homes, the Attached Townhomes and other Improvements on the Lots, (a) all Single Family Residences, Attached Patio Homes, Attached Townhomes, 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 10.4 hereof, the Review Committee shall not approve any Proposed Construction which does not fully comply with the requirements hereof including, without limitation, Article 10.5 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, Attached Patio Homes or Attached Townhomes 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. The Review Committee also shall have the power and right to designate certain areas within the Property as Restricted Common Areas.

**10.3 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 10.3 fully satisfied. The provisions of this Article 10.3 are intended primarily for application to Single Family Residences and shall not be construed or interpreted to imply any ability of an Owner to modify, alter, change or otherwise improve the exterior of any Attached Patio Home or any Attached Townhome.

**10.4 Modification of Requirements; Appeal of Review Committee Decision**. Except as specifically provided herein to the contrary, by unanimous decision, the Review Committee may, for good cause shown, waive any of the requirements set forth herein, including those set forth in Article 10.5 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 granted. 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.

**10.5 General Construction Standards**. In addition to complying with all ordinances, codes and restrictions enacted by the City which are applicable to a Lot, all Single Family Residences, Attached Patio Homes, Attached Townhomes 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, Attached Patio Home or Attached Townhome may be constructed on any Lot. All Single Family Residences must be

constructed on Lots platted and/or created only for Single Family Residences, all Attached Patio Homes must be constructed on Lots platted and/or created only for Attached Patio Homes and all Attached Townhomes must be constructed on Lots platted and/or created only for Attached Townhomes. 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, if none is shown on the Plat, seven (7) feet. No Single Family Residence shall be located any nearer to an interior Lot line than the lesser of seven (7) feet or ten percent (10%) of the Lot width. 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) The finished floor area of the main structure of a Single Family Residence shall be at least 1,200 square feet for all one-story Single Family Residences, at least 1,200 square feet for all split-level Single Family Residences, 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 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. 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) nor more than four (4) vehicles. For any Single Family Residence constructed with more than a 2-vehicle garage, the driveway for such Single Family Residence must be constructed to taper to a 2-vehicle driveway width as it meets the street unless otherwise approved in advance by the Review Committee.

(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. 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 or crawl structure protruding (i) with respect to a Single Family Residence, more than eighteen inches (18") above the ground, and (ii) with respect to an Attached Patio Home or an Attached Townhome, twelve inches (12") above the ground, shall be painted the same color as the body of the Single Family Residences, Attached Patio Homes or Attached Townhomes, as applicable.

(f) All Single Family Residences, Attached Patio Homes and Attached Townhomes shall have wood, wood clad, vinyl or aluminum windows and may have aluminum or other metal storm windows and screens.

(g) All Single Family Residences, Attached Patio Homes and Attached Townhomes shall be roofed with a minimum of a 25-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, Attached Patio Home or Attached Townhome (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, Attached Patio Home, Attached Townhome 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, each Attached Patio Home Lot and each Attached Townhome Lot.

(j) All driveways shall be constructed of asphalt or concrete. No rock or gravel driveways shall be permitted. Each Owner of a Single Family Residence, an Attached Patio Home and an Attached Townhome 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 mowed, trimmed and in as good condition as soil, climate and other natural or governmental conditions (including watering restrictions) shall permit.

(l) For Single Family Residences, 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 or spa and tennis court. 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. No artificial lighting shall be permitted on any tennis court.

(m) For Single Family Residences, 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) For Single Family Residences, no playground equipment may be installed or used, temporarily or permanently, in the front or side yards of any Single Family Residence.

(o) For Single Family Residences, no fencing of any type shall be erected or installed anywhere on a Single Family Residence Lot except with prior approval of the Review Committee which may establish and set, from time to time, requirements for fencing materials, placement, size, height and type.

(p) No sport court may be installed or used, temporarily or permanently, in any front, side or rear yards of any Single Family Residence, Attached Patio Home or Attached Townhome or in the Common Area or an Restricted Common Area.

(q) Construction of a Single Family Residence, an Attached Patio Home or an Attached Townhome shall be fully completed within nine (9) months after excavation is started.

**10.6 Construction Standards Applicable to Attached Patio Homes and Attached Townhomes**. In addition to compliance with any applicable standards set forth in Article 10.5 above, each Attached Patio Home and each Attached Townhome constructed on any Lot shall conform to the following, as applicable:

(a) All Attached Patio Homes and Attached Townhomes shall be erected or located on each Attached Patio Home Lot and/or Attached Townhome Lot as shown on the replat or lot split certificate of survey creating the same and any requirements of any City code or regulation. The Review Committee shall

approve the orientation of the Attached Patio Homes on the Attached Patio Home Lots and the Attached Townhomes on the Attached Townhome Lots.

(b) The finished floor area of each Attached Patio Home and each Attached Townhome shall be at least 1,200 square feet of total finished floor area. For purposes of calculating the foregoing minimum, the area of any attics, porches and any portion thereof that is not enclosed and finished for all-year occupancy, shall not be included. The Review Committee may, in its sole discretion, require greater square footage for any Attached Patio Home or any Attached Townhome as a condition of approval of any Proposed Construction.

(c) No Attached Patio Home or Attached Townhome may exceed two (2) stories in height in the front without prior unanimous approval of the Review Committee.

(d) All exterior surfaces of any Attached Patio Home or Attached Townhome shall be constructed only of wood covered with vinyl siding at a minimum of .042 inch panel thickness, brick, stone, masonry or such other materials as approved by the Review Committee or a combination of the foregoing materials, and be of a color or colors required by the Review Committee, which colors may not be changed by any Owner. The Review Committee may limit use of vinyl siding to only certain Attached Patio Homes or Attached Townhomes in certain areas of the Subdivision.

(e) Unless otherwise approved by the Review Committee, each Attached Townhome shall have a garage for one (1) vehicle and the walls of such garage shall be finished in a quality manner.

(f) Unless otherwise approved by the Review Committee, each Attached Patio Home shall have a garage for two (2) vehicles and the walls of such garage shall be finished in a quality manner.

(g) No vegetable or herb gardens shall be permitted except within an area five feet (5') from the rear of an Attached Patio Home or an Attached Townhome and flower gardens shall be permitted only within five feet (5') of the foundation in the front, rear or on any side thereof.

(h) A hot tub or spa may be constructed at the rear of an Attached Patio Home or an Attached Townhome but within the Lot lines for personal, non-commercial use by the Owner thereof with the Review Committee's prior approval. The Review Committee may require fencing or screening of such items.

(i) No basketball goals, whether permanent or portable, shall be erected, installed, used, placed or permitted to remain on any Attached Patio Home or Attached Townhome or any part or portion thereof or on or in any related Restricted Common Areas adjacent thereto (i.e. driveways or sidewalks).

(j) No sport court nor any playground equipment may be installed or used on or in any Restricted Common Areas or Common Area adjacent or nearby to any Attached Patio Home or Attached Townhome.

(k) For Attached Patio Homes and Attached Townhomes, no fencing of any type shall be erected or installed on the Common Area or the Restricted Common Areas except fencing around or between rear patios or decks and all fencing materials, placement, size, height and type must be approved in advance by the Review Committee.

(l) In the event of any conflict between the provisions of this Article 10.6 and/or with Article 10.5 or other provisions of this Declaration, the provisions of this Article 10.6 shall control.

## ARTICLE 11
## USE RESTRICTIONS

**11.1 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.

**11.2 Single Family Residence, Attached Patio Home and Attached Townhome Use Only**. Except as specifically provided herein, each Single Family Residence, each Attached Patio Home and each Attached Townhome shall be used strictly as a family dwelling. No business shall be conducted, or carried on, in or from any Lot, Single Family Residence, Attached Patio Home or Attached Townhome 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, or Attached Patio Home or Attached Townhome 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 activity is not compatible with the Subdivision for any reason, such as, without limitation, a daycare business which is prohibited.

**11.3 Prohibited Buildings and Structures**. Except as provided below, no mobile home or trailer (with or without wheels), basement (without a Single Family Residence, an Attached Patio Home or an Attached Townhome 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. With respect to Single Family Residences only, other detached structures such as storage or utility sheds, gazebos, permanent cooking or other grills or ovens may be constructed only with the prior approval of the Review Committee obtained in advance of construction. The Review Committee shall approve the location and appearance of such structure and may require it to be screened from view.

**11.4 Fencing Limitations**. Except as set forth in Articles 10.5 and 10.6 above, with respect to Attached Patio Homes and Attached Townhomes, no fences shall be permitted on any Lot, the Restricted Common Areas or the Common Area (except around or between decks or patios initially constructed with respect to Attached Patio Homes and Attached Townhomes) without the prior approval of the Review Committee, which approval must be obtained in advance of construction. 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, Attached Patio Homes and Attached Townhomes in the Subdivision. No wire or chain link fences shall be permitted. 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. For Single Family Residences, no fences shall be placed in front of the rear wall of the Single Family Residence and, for a Single Family Residence on a corner Lot, no fencing facing a street may be placed beyond the point where the side wall of the Single Family Residence meets the rear wall of the Single Family Residence without the prior approval of the Review Committee obtained in advance of construction.

**11.5 Mail Boxes**. If mail delivery via centralized boxes is available, no other mailboxes shall be located on the Lots or the Restricted Common Areas. 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 or the Restricted Common Areas.

**11.6 Antennas and Other Projections**. 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 only) or other unsightly projection shall be visible from the exterior of any Attached Patio Home, Attached Townhome or Single Family Residence, including any such item attached thereto or located in a yard, the Restricted Common Areas or the Common Area. The Review Committee may, in its sole discretion, approve satellite dishes which are twenty inches (20") or less in diameter or otherwise in size attached to an Attached Patio Home, an Attached Townhome or 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, 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.

**11.7 Flagpoles and Ornamental Light Fixtures for Single Family Residences Only**. A flagpole or an ornamental light fixture may be erected or installed in the front 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. Flagpoles and ornamental light fixtures are prohibited in the Restricted Common Areas or on Attached Patio Homes and Attached Townhomes.

**11.8 Garages**. No garage may be improved for use as living area. All doors of garages of Attached Patio Homes, Attached Townhomes and 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.

**11.9 Holiday Decorations**. Christmas and other holiday lights and decorations may be displayed on the exterior of a Single Family Residence, an Attached Patio Home or an Attached Townhome on any Lot only during the period beginning forty-five (45) days prior to and ending twenty-one (21) 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.

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

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

**11.12 Refuse**. No trash, ashes or other refuse may be thrown, dumped, stored or burned on any Lot, the Common Area or any of the Restricted Common Areas, except during construction of a Single Family Residence, an Attached Patio Home or an Attached Townhome or any addition thereto or remodeling thereof. The storage or burning of trash, garbage, old appliances, junk or other refuse is prohibited on the Property outside of a Single Family Residence, an Attached Patio Home or an Attached Townhome, except such items may be set out for collection after 6:00 p.m. on the day before the scheduled collection day. If there is an alley in the rear of a Single Family Residence, an Attached Patio Home or an Attached Townhome, such items set out for collection shall be placed along such alley.

**11.13 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, an Attached Patio Home or an Attached Townhome or be visible from the interior of any Single Family Residence, Attached Patio Home or Attached Townhome 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 (or, with respect to an Attached Patio Home Lot or an Attached Townhome Lot, in the Common Area nearest such Lot) being sold or leased. The Developer may erect or place "bill board" type signs related to the Subdivision on any Lot owned by it or on any Common Area or Restricted Common Areas.

**11.14 Nuisances**. No activity shall be carried on in, on or from any Lot, Single Family Residence, Attached Patio Home or Attached Townhome 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, a Single Family Residence, an Attached Patio Home or an Attached Townhome whether or not the Owner is involved in, or has knowledge of, such activity.

**11.15 Animals**. At no time shall pit bulls, animals with vicious propensities by breed, 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, Attached Patio Home or Attached Townhome or on any Lot or in any Restricted Common Areas or the Common Area. Except as otherwise prohibited herein, dogs, cats and other household pets (i) may be kept in a Single Family Residence, an Attached Patio Home or an Attached Townhome (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 (a) for an

Attached Patio Home and/or an Attached Townhome, on a patio or deck in the back thereof and (b) for a Single Family Residence, in the back yard, and, for both, shall only be of such size, design and materials as approved in advance by the Review Committee and panted the same color as the main structure. With respect to Single Family Residences only, runs, kennels or similar structures shall be permitted only with the approval of the Review Committee which may, in the Review Committee's sole discretion, impose requirements for such structures as to construction, design, materials, location and screening from view except under no circumstances shall runs, kennels or similar structures include chain link or other wire fencing.

**11.16 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, Common Area or Restricted Common Areas (including driveways) except in an enclosed garage. However, one (1) passenger vehicle (i.e. automobile 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, an Attached Patio Home or an Attached Townhome on the Lot may be parked in the driveway or at the curb but for no more than twenty-four (24) consecutive hours and during 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 or the Restricted Common Areas. 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, Restricted Common Areas or at the curb for more than twenty-four (24) consecutive hours.

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

**11.18 Storage of Construction Materials**. No building material of any kind or character shall be placed or stored on any Lot, the Common Area or the Restricted Common Areas 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 or Restricted Common Areas approved in advance by the Review Committee.

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

**11.20 Maintenance of Lawns and Plantings**. All lawns and plantings shall be maintained and kept in good condition as set forth in Article 10.5(k) above. 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.

**11.21 Easements**. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the plat or plats of the Subdivision 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. With respect to Attached Patio Homes and Attached Townhomes, the Association is hereby granted an easement to go on and, if necessary, maintain or replace, any shrubs

or other plantings, located on the Lots therefor if the Owners fail to maintain the same and charge such Owner for the costs thereof.

**11.22 No Subdividing**. No Attached Patio Home Lot or Attached Townhome Lot may be subdivided. No Single Family Residence Lot may be subdivided without the prior approval of the Review Committee and must comply with all codes and ordinances of the City, including its Subdivision Regulations.

**11.23 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 11.23 may not, under any circumstances, be waived or amended by the Review Committee, the Board of Directors, the Owners or Members.

**11.24 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 and the Restricted Common Areas.

## ARTICLE 12
## DEDICATION AND USE OF STREETS, COMMON AREA AND RESTRICTED COMMON AREAS

**12.1 Streets**. The Streets are shown on plats for the Subdivision. 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.

**12.2 Common Area and Restricted Common Areas**. To the extent not previously dedicated, the Developer hereby dedicates the Common Area and the Restricted Common Areas to the Association. The Developer will convey to the Association, by special warranty deed, the Common Area and the Restricted Common Areas 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 or Restricted Common Areas. Thereafter, the Developer shall have no further responsibility or obligation of any kind with respect to such Common Area or Restricted Common Areas. The Common Area and the Restricted Common Areas shall be used only for their intended purposes. Private open areas, areas for monuments, signs or similar structures and any detention facility areas are shown on the plats for the Subdivision and limited to such uses and are not an extension of any Lot.

**12.3 Maintenance of Common Area and Restricted Common Areas**. Except as otherwise specifically provided herein (including Articles 8.4 and 8.7 above), the Association shall maintain, manage, operate, replace, repair and improve all Common Area and Restricted Common Areas, including all Improvements thereon. Any Owner damaging or abusing the Common Area or the Restricted Common Areas 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 12.3.

## ARTICLE 13
## EXPANSION OR REDUCTION OF PROPERTY

**13.1 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, Attached Patio Homes, detached Patio Homes, Attached Townhomes or any combination thereof), Common Area, Restricted Common Areas and other property in the Subdivision and other property that has not yet been subdivided or platted (collectively, the "Expansion Property").

**13.2 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 Director of Records for Jackson County, Missouri, at Independence. 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.

**13.3 Expansion of Definitions**. If the Property included in the Subdivision is expanded as provided in this Article 13, 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 existing plats for the Subdivision plus all additional Lots added by or pursuant to Supplemental Declarations and supplemental plats, and "Declaration" shall mean this Declaration as supplemented.

13.4 **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 14
## PROPERTY RIGHTS OF OWNERS

14.1 **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 (exclusive of areas set aside as the Restricted Common Areas). Such easement shall be appurtenant to, and pass with, title to every Lot.

14.2 **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.

14.3 **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 and the Restricted Common Areas, together with the right to store materials on the Common Area and the Restricted Common Areas, and to make such other use of the Common Area and the Restricted Common Areas as is reasonably necessary or incident to the construction of Single Family Residences, Attached Patio Homes and Attached Townhomes 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.

14.4 **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.

14.5 **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.

14.6 **View**. No Single Family Residence Owner, Attached Patio Home Owner or Attached Townhome 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.

14.7 **Delegation of Use**. Any Single Family Residence Owner, Attached Patio Home Owner or Attached Townhome 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 15
## INCIDENTS OF OWNERSHIP IN THE SUBDIVISION

15.1 **Inseparability**. Every gift, devise, bequest, transfer, encumbrance, conveyance or other disposition of a Lot, including the Single Family Residence, the Attached Patio Home or the Attached Townhome 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 (including, with respect

to Attached Patio Homes Lots and Attached Townhome Lots, rights to the Restricted Common Areas and Improvements therein related thereto) created by law or by this Declaration.

**15.2 No Partition**. The Common Area and the Restricted Common Areas 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 or the Restricted Common Areas.

**15.3 Limited Property Rentals**. A Single Family Residence, an Attached Patio Home and an Attached Townhome may be used for permanent or temporary occupancy by the Owner and the Owner's family. Any Owner of a Single Family Residence may rent the same for any length of time, subject to all the terms hereof, including those prohibiting the use thereof for commercial purposes. With respect to any Attached Patio Home or Attached Townhome, after the Owner has owned the same for a period of at least three (3) years, such Owner may rent such Attached Patio Home or Attached Townhome 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 of Attached Patio Homes and Attached Townhomes for periods of time less than one (1) year are not permitted.

## ARTICLE 16
## DURATION OF DECLARATION; AMENDMENT

**16.1 Term**. The covenants, conditions, restrictions and easements set forth in this Declaration shall run with and bind the Property until December 31, 2023, after which time they shall be automatically extended for successive periods of ten (10) years each.

**16.2 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 by the Developer and, after the Turnover Date, signed by the Class A, Class B and Class C 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, Class B and Class C 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 shall 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, Class B and Class C 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 Director of Records for Jackson County, Missouri, at Independence. Such amendments may amend, alter or modify the terms of this Declaration as it effects all existing Single Family Residence Lots, Attached Patio Home Lots or Attached Townhome Lots, including terms which impose additional covenants, conditions, restrictions and easements on such Lots, and may add provisions if detached Patio Homes are to be constructed on areas within the Subdivision. Any amendment that effects less than all existing Single Family Residence Lots, Attached Patio Home Lots or Attached Townhome Lots in the Subdivision shall be effective only as to those such Lots where the Owners thereof agree to such amendment.

**16.3 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, Class B and Class C 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 16.2 above for amendments hereof.

**16.4 Amendments Requiring City Consent**. Notwithstanding any other provision herein, no modification, alteration or amendment of this Declaration which conflicts with (a) any plat of any portion of the Subdivision, (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 17
## CONTINUATION OF LANDSCAPING AND FENCING RESTRICTIONS ON CERTAIN LOTS

Anything set forth elsewhere in this Declaration to the contrary notwithstanding, all landscaping, buffering, fencing and other restrictions imposed on certain Lots (or portions thereof) in the Subdivision pursuant to the provisions of any the Original Supplemental Declarations or the Original Supplemental HOA Declarations identified on **Exhibit A** and **Exhibit B** attached hereto shall continue in full force and effect and are incorporated herein by this reference as if set forth in full at this point.

## ARTICLE 18
## GENERAL PROVISIONS

**18.1 Enforcement**. Except as otherwise provided herein, the Association or the Board of Directors, the Developer and every Owner of a Single Family Residence Lot, an Attached Patio Home Lot or an Attached Townhome 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.

**18.2 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.

**18.3 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 Charles, Prince of Wales, plus twenty-one (21) years.

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

**18.5 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 Director of Records of Jackson County, Missouri, at Independence, 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 18.5.

**18.6 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.

**18.7 Indemnification**. To the fullest extent permitted by law, every director and officer of the Association, the members of the Review Board 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 Board) 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 Board) whether or not he or she is a director, an officer or a member of the Review Board, 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 Board 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.

**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.

***ALL SIGNATURES MUST BE IN BLACK INK**

**DEVELOPER:**

**HUNT MIDWEST REAL ESTATE DEVELOPMENT, INC.**

{Corporate Seal}

By: Ora Reynolds

Ora H. Reynolds, Vice President and General Manager of Residential Development

**ATTEST:**

By: Donald K. Hagan

Donald K. Hagan, Secretary

**ACKNOWLEDGMENT**

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

On this 30th day of May, 2003, before me, the undersigned Notary Public in and for said County and State, personally appeared Ora H. Reynolds, who, being by me first duly sworn, did say that she is the Vice President and General Manager of Residential Development of Hunt Midwest Real Estate Development, Inc., a Missouri corporation, that she executed the foregoing instrument on behalf of said corporation under and with the authority of its Board of Directors and that she acknowledged that she so executed the same as the free act and deed of said corporation for the purposes therein stated.

DONNA K. WILLIS
Notary Public - Notary Seal
STATE OF MISSOURI
County of Clay
My Commission Expires November 1, 2005

(Notary Seal)

Donna K. Willis

Signature of Notary Public

DONNA K. WILLIS
Notary Public - Notary Seal
STATE OF MISSOURI
County of Clay
My Commission Expires November 1, 2005

Typed or Printed Name of Notary

My Commission expires:

11/1/05

**Exhibit A**

**List of Original Supplemental Declarations**

| DATE EXECUTED/ DATE RECORDED | DOCUMENT NUMBER/ PAGES (RECORDING INFORMATION) | SUPPLEMENT # | INFORMATION |
|---|---|---|---|
| 12-18-98/12-29-98 | Document #1998I 0104092 (1-14) | Original | Full CC&R Document - includes Eagle Creek - 1st Plat |
| 10-13-99/10-20-99 | Document #1999I 0084625 (1-8) | First | Eagle Creek - 1st Plat - Fencing Restrictions |
| 08-16-00/09-05-00 | Document #2000I0058892 (1-10) | Second | Eagle Creek - 2nd Plat and 3rd Plat - Expands Property to include Eagle Creek 2nd Plat (1st Expansion Property) and Eagle Creek 3rd Plat (2nd Expansion Property) |
| 08-21-01/10-09-01 | Document #2002I 0082131(1 - 9) | Third | Eagle Creek - 5th Plat and 6th Plat - Expands Property to include Eagle Creek 5th Plat (3rd Expansion Property) and Eagle Creek 6th Plat (4th Expansion Property) |
| 07-08-02/09-09-02 | Document #2002I 0077720 | Fourth | Eagle Creek - 4th Plat - Expands Property to include Eagle Creek 4th Plat (5th Expansion Property) |
| 04-23-03/04-25-03 | Document #2003I 0049134 | Fifth | Eagle Creek – 7th Plat and Unplatted Land – Expands Property to include Eagle Creek 7th Plat and Unplatted Land (6th Expansion Property and 7th Expansion Property) |

**Exhibit B**

**List of Original Supplemental HOA Declarations**

| DATE EXECUTED/ DATE RECORDED | RECORDING INFO. | SUPPLEMENT # | INFORMATION |
|---|---|---|---|
| 12-18-98/12-29-98 | Doc #1998I 0104093 | Original | Full Homes Assoc. Document – includes Eagle Creek – 1st Plat |
| 08-16-00/09-05-00 | Doc #2000I 0058893 | First Supplement | Eagle Creek 2nd Plat (1st Expansion Property) and 3rd Plat (2nd Expansion Property) |
| 08-21-01/10/09/01 | Doc #2001I 0082130 | Second Supplement | Eagle Creek 5th Plat (3rd Expansion Property) and 6th Plat (4th Expansion Property) |
| 07-08-02/09-09-02 | Doc #2002I 0077721 | Third Supplement | Eagle Creek 4th Plat (5th Expansion Property) |
| 04-23-03/04-25-03 | Doc #2003I 0049133 | Fourth Supplement | Eagle Creek 7th Plat (6th Expansion Property) and Unplatted Ground (7th Expansion Property) |

## Exhibit C

## Legal Descriptions Of Property Covered By And Subject To This Declaration

Lots 1 through and including 51, EAGLE CREEK – FIRST PLAT, a subdivision in the City of Lee's Summit, Jackson County, Missouri, according to the recorded plat thereof.

Lots 52 through and including 97, EAGLE CREEK – SECOND PLAT, a subdivision in the City of Lee's Summit, Jackson County, Missouri, according to the recorded plat thereof.

Lots 98 through and including 120, EAGLE CREEK – THIRD PLAT, a subdivision in the City of Lee's Summit, Jackson County, Missouri, according to the recorded plat thereof.

Lots 121 through and including 169 and Lot 229, EAGLE CREEK – FOURTH PLAT, a subdivision in the City of Lee's Summit, Jackson County, Missouri, according to the recorded plat thereof.

Lots 170 through and including 208, EAGLE CREEK – FIFTH PLAT, a subdivision in the City of Lee's Summit, Jackson County, Missouri, according to the recorded plat thereof.

Lots 209 through and including 228, EAGLE CREEK – SIXTH PLAT, a subdivision in the City of Lee's Summit, Jackson County, Missouri, according to the recorded plat thereof.

Lots 230 through and including 282 and Tract C, EAGLE CREEK – SEVENTH PLAT, a subdivision in the City of Lee's Summit, Jackson County, Missouri, according to the recorded plat thereof.

The Unplatted Land which consists of Tracts 1 and 2 described below less and excluding the real property identified as the "Excluded Tracts" described below:

Tract 1:

The South One-Half of the Northeast Quarter and the South One-Half of the Northwest Quarter all in Section 23, Township 47, Range 32, Jackson County, Missouri, also, all that part of the Southwest Quarter of Section 23, Township 47, Range 32, Jackson County, Missouri being described as follows:

> Beginning at the Northwest corner of said Southwest Quarter; thence South 87°46'58" East, along the North line of said Southwest Quarter, 2655.08 feet to the Northeast corner of said Southwest Quarter; thence South 2°41'49" West, along the East line of said Southwest Quarter, 1138.42 feet to the Centerline of Mouse Creek, as now established; thence North 25°52'53" West, along said Centerline, 73.83 feet; thence North 67°54'44" West, along said Centerline, 379.20 feet; thence South 38°58'52" West, along said Centerline, 187.72 feet; thence North 48°38'42" West, along said Centerline, 131.31 feet; thence North 73°29'58" West, along said Centerline, 279.90 feet; thence North 26°36'22" West, along said Centerline, 312.25 feet; thence North 62°31'21" West, along said Centerline, 134.47 feet; thence South 52°08'40" West, along said Centerline, 85.16 feet; thence South 19°35'34" West, along said Centerline, 142.83 feet; thence South 79°20'04" West, along said Centerline, 68.92 feet; thence North 73°29'23" West, along said Centerline, 114.02 feet; thence North 25°48'03" West, along said Centerline, 73.12 feet; thence North 87°31'54" West, along said Centerline, 473.33 feet; thence North 49°47'23" West, along said Centerline, 343.23 feet; thence North 56°24'00" West, along said Centerline, 277.94 feet; thence North 65°44'24" West, along said Centerline, 182.37 feet; thence North 22°57'30" West, along said Centerline, 65.99 feet to its intersection with the West line of said Southwest Quarter; thence North 2°34'42" East, along said West line, 239.42 feet to the Point of Beginning. Containing approximately 205 acres.

Tract 2:

A tract of land in the Northeast Quarter and the Northwest Quarter of Section 23, Township 47, Range 32, City of Lee's Summit, Jackson County, Missouri, being bounded and described as follows:

> Beginning at the Northeast corner of said Northeast Quarter; thence South 02°46'08" West along the East line of said Northeast Quarter, 1323.83 feet to a point on the South line of the North One-Half of said Northeast Quarter; thence North 87°41'31" West along said South line, 2654.44 feet to the Southeast corner of the North One-Half of said Northwest Quarter; thence North 87°40'35" West along South line of the North One-Half of said Northwest Quarter, 1120.71 feet; thence North 02°19'06" East, 596.71 feet; thence South 87°36'43" East, 1765.33 feet; thence North 02°46'08" East, 364.61 feet; thence North 67°08'49" East, 345.88 feet; thence North 02°46'08" East, 219.50 feet to a point on the North line of said Northeast Quarter; thence South 87°37'40" East along said North line, 1702.61 feet to the Point of Beginning. Containing 83.28 acres, more or less.

Excluded Tracts:

All of the Lots, Tracts, Common Areas, streets, roadways and other areas previously platted as EAGLE CREEK – FIRST PLAT, EAGLE CREEK – SECOND PLAT, EAGLE CREEK – THIRD PLAT, EAGLE CREEK – FOURTH PLAT, EAGLE CREEK – FIFTH PLAT, EAGLE CREEK – SIXTH PLAT and EAGLE CREEK – SEVENTH PLAT, and also identified as the First through and including the Sixth Expansion Properties on Exhibits A and B attached to this amended and restated Declaration.

## CERTIFICATE OF SECRETARY OF ASSOCIATION

I, Tamara S. Henderson, hereby certify that I am the duly elected and qualified Secretary of The Eagle Creek Home Owners Association. I hereby also certify that Hunt Midwest Real Estate Development, Inc., the Developer identified in the amended and restated Declaration to which this Certificate is attached, is the sole and only Class B Member (which, by the amended and restated Declaration, is converted to Class D Membership) in and of The Eagle Creek Home Owners Association and owns sufficient Lots and Unplatted Land in the Subdivision to give Hunt Midwest Real Estate Development, Inc. a majority of the votes possible to be cast under the Original Supplemented HOA Declaration and the amended and restated Declaration.

Dated this 30th day of May, 2003.

Tamara S Henderson
Tamara S. Henderson

RETURN DOCUMENT TO:
HMRE
Front
ATTN:
SECURITY LAND TITLE COMPANY
FILE NO. IN 205217

RECORDER'S CERTIFICATION
JACKSON COUNTY, MISSOURI
06/09/2003 02:16:50 PM
INSTRUMENT TYPE: MISC FEE: $29.00 4 Pages

INSTRUMENT NUMBER/BOOK & PAGE:
2003I0068065

ROBERT T. KELLY, DIRECTOR OF RECORDS

**(ABOVE SPACE RESERVED FOR RECORDER OF DEEDS' USE)**

| | |
|---|---|
| Document Title: | First Supplement to Amended and Restated Declaration of Homes Association and Covenants, Conditions, Restrictions and Easements of Eagle Creek |
| Document Date: | June 4, 2003 |
| Grantor Names: | Hunt Midwest Real Estate Development, Inc. |
| Grantee Names: | N/A |
| Statutory Address: | Suite 100, 8300 N.E. Underground Drive, Kansas City, Missouri 64161 |
| Legal Description: | See Exhibit A attached |
| Reference Book and Page: | Amended and Restated Declaration of Homes Association and Covenants, Conditions, Restrictions and Easements of Eagle Creek, Document No. 2003I 0066203, Pages _____ |

# FIRST SUPPLEMENT TO AMENDED AND RESTATED DECLARATION OF HOMES ASSOCIATION AND COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF EAGLE CREEK

**THIS FIRST SUPPLEMENT TO AMENDED AND RESTATED DECLARATION OF HOMES ASSOCIATION AND COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF EAGLE CREEK** (this "Supplemental Declaration") is made and executed as of June 4, 2003, 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.** The Developer has been developing and continues to develop a residential Subdivision known as Eagle Creek in the City of Lee's Summit (the "City"), Jackson County, Missouri. The real property constituting the Eagle Creek Subdivision (the "Property" or the "Eagle Creek Property") prior to the date of this Supplemental Declaration is legally described as shown on Exhibit C to the amended and restated Declaration identified in Recital B below.

**B.** The Developer has executed that certain Amended and Restated Declaration of Homes Association and Covenants, Conditions, Restrictions and Easements of Eagle Creek, dated 5-30, 2003, which was recorded on 6-4, 2003, under Document No. 2003I 0066203, Pages n/a, in the Office of the Director of Records of Jackson County, Missouri, at Independence (the "Declaration"), pursuant to which Declaration the Developer continues to subject the Property to certain amended and modified covenants, conditions, restrictions and easements for the purpose of protecting the value and desirability of the Property. The Declaration amended and restated the previous Original Supplemented Declaration and Original Supplemented HOA Declaration identified and defined therein pursuant to which various parcels of property were made a part of the Subdivision.

**C.** Pursuant to Section 17.2 of the amended and restated Declaration, prior to the "Turnover Date" (which has not yet occurred), the Developer has the unilateral right to amend, alter or modify the Declaration.

**D.** Pursuant to Section 14.1 of the amended and restated Declaration, the Developer has the absolute unilateral right to expand the Property to include additional Lots (for Single Family Residences, Attached Patio Homes, Attached Townhomes or any combination thereof), Common Area, Restricted Common Areas and other property in the Subdivision and also other property that has not yet been subdivided or platted (the "Expansion Property").

**E.** On 5-1, 2003, the Developer executed that certain subdivision plat entitled "EAGLE CREEK TOWNHOMES – FIRST PLAT" (the "Townhomes First 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 (the "Eighth Expansion Property"), which Townhomes First Plat was approved on 5-14, 2003, by the City Council of the City, and was recorded on 10-4, 2003, under Document No. 2003I0060181, ~~Pages~~ n/a, in said Director of Records' Office.

**F.** The Developer presently owns all of the Lots, tracts, Common Areas, Restricted Common Areas or other areas, if any, shown on the Townhomes First Plat.

**G.** The 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 Eighth Expansion Property and to subject the Eighth Expansion Property to the covenants, conditions, restrictions and easements contained within the amended and restated Declaration.

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

1. **Exercise of Right to Expand**. The 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 Eighth Expansion Property.

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

3. **Expansion of Definitions**. The definitions contained in the amended and restated Declaration are hereby expanded to encompass and refer to the Property, as expanded by the Townhomes First Plat and this Supplemental Declaration to include the Eighth Expansion Property. For example, (i) "Lot" shall mean the Lots described in the amended and restated Declaration and in all prior plats described in the amended and restated Declaration, any subsequent plats and in the Townhomes First Plat and (ii) all references to the Declaration shall mean the amended and restated 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 Eighth Expansion Property, shall be subject to all of the terms and conditions of the amended and restated Declaration immediately upon recording of the Townhomes First Plat and this Supplemental Declaration in the Office of the Director of Records for Jackson County, Missouri, at Independence.

5. **Ratification of Amended and Restated Declaration**. The Developer, on behalf of itself and as the holder of a majority of the votes possible to be cast under the amended and restated Declaration, hereby ratifies, affirms and confirms all covenants, conditions, restrictions and easements contained in the amended and restated 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, the Eighth Expansion Property or any Lots, Tracts, Common Areas or Restricted Common Areas otherwise subject to the terms hereof.

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

**All signatures must be in black ink!**

**DEVELOPER:**

**HUNT MIDWEST REAL ESTATE DEVELOPMENT, INC.**

{Corporate Seal}

ATTEST:

By: Ora H Reynolds
Ora H. Reynolds, Vice President and General Manager of Residential Development

By: Donald K. Hagan
Donald K. Hagan, Secretary

**ACKNOWLEDGMENT**

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

On this 4th day of June, 2003, before me, the undersigned Notary Public in and for said County and State, personally appeared Ora H. Reynolds, who, being by me first duly sworn, did say that she is the Vice President and General Manager of Residential Development of Hunt Midwest Real Estate Development, Inc., a Missouri corporation, that she executed the foregoing instrument on behalf of said corporation under and with the authority of its Board of Directors and that she acknowledged that she so executed the same as the free act and deed of said corporation for the purposes therein stated.

DONNA K. WILLIS
Notary Public - Notary Seal
STATE OF MISSOURI
County of Clay
My Commission Expires November 1, 2005

(Notary Seal)

Donna K Willis
Signature of Notary Public

DONNA K. WILLIS
Notary Public - Notary Seal
STATE OF MISSOURI
County of Clay
My Commission Expires November 1, 2005

Typed or Printed Name of Notary

My Commission expires:

11/1/05

**EXHIBIT A**
**TO**
**FIRST SUPPLEMENT TO**
**AMENDED AND RESTATED DECLARATION OF HOMES ASSOCIATION**
**AND**
**COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS**
**OF EAGLE CREEK**

**Legal Description of Eighth Expansion Property**: Lots A, B and C, EAGLE CREEK TOWNHOMES – FIRST PLAT, a subdivision in Lee's Summit, Jackson County, Missouri, according to the recorded plat thereof.

**Legal Description of Eighth Expansion Property Prior to Platting**:

A subdivision of land in the Northeast Quarter of Section 23, Township 47, Range 32, City of Lee's Summit, Jackson County, Missouri, being bounded and described as follows:

Commencing at the Northeast Corner of said Northeast Quarter; thence North 87°37'40" West along the North line of said Northeast Quarter, 1704.13 feet; thence South 02°22'20" West, 219.49 feet to the True Point of Beginning of the tract to be herein described; thence South 67°08'49" West, 345.88 feet; thence South 02°46'08" West, 701.26 feet to a point on the Northerly right-of-way line of SW Eagle View Drive, as now established; thence Easterly along said Northerly line, on a curve to the left, having an initial tangent bearing of South 86°53'05" East, a radius of 770.00 feet, a central angle of 20°21'34", an arc distance of 273.61 feet; thence Northerly along said Northerly line, on a curve to the left, having a common tangent with the last described, a radius of 25.00 feet, a central angle of 93°50'54", an arc distance of 40.95 feet; thence North 68°54'27" East along said Northerly line, 50.00 feet; thence Southeasterly along said Northerly line, on a curve to the left, having an initial tangent bearing of South 21°05'33" East, a radius of 25.00 feet, a central angle of 93°50'54", an arc distance of 40.95 feet; thence Northeasterly along said Northerly line, on a curve to the left, having a common tangent with the last described course, a radius of 770.00 feet, a central angle of 01°37'23", an arc distance of 21.81 feet; thence North 63°26'11" East along said Northerly line, 289.12 feet; thence Northeasterly along said Northerly line, on a curve to the right, tangent to the last described course, having a radius of 1362.00 feet, a central angle of 02°25'40", an arc distance of 57.71 feet; thence Northerly along said Northerly line, on a curve to the left, having a common tangent with the last described course, a radius of 25.00 feet, a central angle of 87°43'39", an arc distance of 38.28 feet; thence North 67°43'25" East along said Northerly line, 50.00 feet; thence Southeasterly along said Northerly line, on a curve to the left, having an initial tangent bearing to South 21°51'48" East, a radius of 25.00, a central angle of 88°08'26", an arc distance of 38.46 feet; thence Easterly along said Northerly line, on a curve to the right, having a common tangent with the last described course, a radius of 1362.00 feet, a central angle of 04°18'04", an arc distance of 102.25 feet; thence North 21°51'48" West, 502.38 feet; thence North 75°06'27" West, 142.83 feet; thence Southerly on a curve to the right, having an initial tangent bearing of South 37°56'25" West, a radius of 375.00 feet, a central angle of 05°04'08", an arc distance of 33.17 feet; thence South 43°00'32" West, 35.60 feet; thence North 63°28'54" West, 180.72 feet to the True Point of Beginning. Containing 11.88 acres, more or less.

RETURN DOCUMENT TO:
HmRE
Front
ATTN: _____
SECURITY LAND TITLE COMPANY
FILE NO. IN2025-08

Note: The above-described Property has been platted. The recording information identifying such Plat is shown in **Recital E** of the Supplemental Declaration to which this **Exhibit A** is attached.

RECORDER'S CERTIFICATION
JACKSON COUNTY, MISSOURI
10/14/2003 04:40:09 PM
INSTRUMENT TYPE: REST FEE: $36.00 6 Pages
INSTRUMENT NUMBER/BOOK & PAGE:
200310126509
ROBERT T. KELLY, DIRECTOR OF RECORDS

**(ABOVE SPACE RESERVED FOR RECORDER OF DEEDS' USE)**

| | |
|---|---|
| Document Title: | Second Supplement to Amended and Restated Declaration of Homes Association and Covenants, Conditions, Restrictions and Easements of Eagle Creek |
| Document Date: | September 26, 2003 |
| Grantor Names: | Hunt Midwest Real Estate Development, Inc. |
| Grantee Names: | N/A |
| Statutory Address: | Suite 100, 8300 N.E. Underground Drive, Kansas City, Missouri 64161 |
| Legal Description: | See Exhibit B attached |
| Reference Book and Page: | Amended and Restated Declaration of Homes Association and Covenants, Conditions, Restrictions and Easements of Eagle Creek, Document No. 2003I 0066203, Pages 1 - 48 |

# SECOND SUPPLEMENT TO AMENDED AND RESTATED DECLARATION OF HOMES ASSOCIATION AND COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF EAGLE CREEK

**THIS SECOND SUPPLEMENT TO AMENDED AND RESTATED DECLARATION OF HOMES ASSOCIATION AND COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF EAGLE CREEK** (this "Supplemental Declaration") is made and executed as of September 26, 2003, 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.** The Developer has been developing and continues to develop a residential Subdivision known as Eagle Creek in the City of Lee's Summit (the "City"), Jackson County, Missouri. The real property constituting the Eagle Creek Subdivision (the "Property" or the "Eagle Creek Property") prior to the date of this Supplemental Declaration is legally described as shown on Exhibit C to the amended and restated Declaration identified in Recital B below as expanded pursuant to the Supplemental Declaration(s) shown on **EXHIBIT A** attached hereto.

**B.** The Developer has executed that certain Amended and Restated Declaration of Homes Association and Covenants, Conditions, Restrictions and Easements of Eagle Creek, dated May 30, 2003, which was recorded on June 4, 2003, under Document No. 2003I 0066203, Pages 1 – 48, in the Office of the Director of Records of Jackson County, Missouri, at Independence (the "Declaration"), pursuant to which Declaration the Developer continues to subject the Property to certain amended and modified covenants, conditions, restrictions and easements for the purpose of protecting the value and desirability of the Property. The Declaration amended and restated the previous Original Supplemented Declaration and Original Supplemented HOA Declaration identified and defined therein pursuant to which various parcels of property were made a part of the Subdivision. Pursuant to the Supplemental Declaration(s) identified on **EXHIBIT A** attached hereto, the Developer has expanded the Property to include additional real property as described therein.

**C.** Pursuant to Section 17.2 of the amended and restated Declaration, prior to the "Turnover Date" (which has not yet occurred), the Developer has the unilateral right to amend, alter or modify the Declaration.

**D.** Pursuant to Section 14.1 of the amended and restated Declaration, the Developer has the absolute unilateral right to expand the Property to include additional Lots (for Single Family Residences, Attached Patio Homes, Attached Townhomes or any combination thereof), Common Area, Restricted Common Areas and other property in the Subdivision and also other property that has not yet been subdivided or platted (the "Expansion Property").

**E.** On July 31, 2003, the Developer executed that certain subdivision plat entitled "EAGLE CREEK – EIGHTH PLAT" (the "Eight 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 (the "Ninth Expansion Property"), which Eighth Plat was approved on _____, 2003, by the City Council of the City, and was recorded on October 14, 2003, under Document No. 2003I0126508, ~~Pages~~ ____ - ____, in said Director of Records' Office.

**F.** The Developer presently owns all of the Lots, tracts, Common Areas, Restricted Common Areas or other areas, if any, shown on the Eighth Plat.

**G.** The 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 Ninth Expansion Property and to subject the Ninth Expansion Property to the covenants, conditions, restrictions and easements contained within the amended and restated Declaration.

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

1. **Exercise of Right to Expand**. The 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 Ninth Expansion Property.

2. **Expansion Effective Upon Recording**. The expansion set forth above, shall be effective immediately upon filing the Eighth Plat and this Supplemental Declaration of record in the Office of the Director of Records for Jackson County, Missouri, at Independence. Recording of the Eighth 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 Ninth Expansion Property.

3. **Expansion of Definitions**. The definitions contained in the amended and restated Declaration are hereby expanded to encompass and refer to the Property, as expanded by the Eighth Plat and this Supplemental Declaration to include the Ninth Expansion Property. For example, (i) "Lot" shall mean the Lots described in the amended and restated Declaration and in all prior plats described in the amended and restated Declaration, any subsequent plats and in the Eighth Plat and (ii) all references to the Declaration shall mean the amended and restated Declaration as previously supplemented and 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 Ninth Expansion Property, shall be subject to all of the terms and conditions of the amended and restated Declaration immediately upon recording of the Eighth Plat and this Supplemental Declaration in the Office of the Director of Records for Jackson County, Missouri, at Independence.

5. **Use and Maintenance of Any Private Open Space, Community Park Areas, Storm Water Detention Basin Areas and Sign Monumentation Tracts**. Tract D of the Eighth Plat and any other private open space, community park areas, storm water detention basin areas or sign monumentation tracts shown on or in the Eighth Plat shall be used and maintained by the Association under the terms of the amended and restated Declaration, as

supplemented, as private open green space areas, community park areas or for storm water detention purposes or entrance or subdivision identification monumentation or any combination thereof, as applicable.

6. **Landscaping Reservations, Rights, Easements and Restrictions Applicable to Portions of Certain Lots**. The north, northeast or east twenty-five (25) feet of Lots 283, 295, 296, 329, 330 and 338 of the Eighth Plat which abut S.W. Eagle Creek Drive (the "Restricted Areas"), are hereby subjected to the following:

(a) The Developer, for itself and the Association, reserves and retains an exclusive perpetual easement over, along, across, through and under the Restricted Areas for the installation, location, erection, placement, construction, reconstruction, replacement, maintenance, operation and repair of landscaping, landscape features and community or Subdivision signs and monumentation of any and all kinds including, without limitation, sod or seeding with grass, herbaceous plantings, planting of trees and shrubs of any and all kinds, community or Subdivision signs or monuments, sculptures or art works and fencing of any kind (i.e. split rail, white farm, cedar, wrought iron or otherwise) [collectively, the "Landscape Features"].

(b) The foregoing notwithstanding, until such time as the Developer or the Association installs any such Landscape Features (which it or they may, but shall not be obligated to, do at any time), the Owners of the Lots which contain the Restricted Areas shall sod or seed with grass and mow and maintain such Restricted Areas in good condition.

7. **Fencing Restriction on Certain Lots**. Lots 283, 295, 296, 329, 330 and Lots 338 through 348, inclusive, of the Ninth Expansion Property (i.e. the Eighth Plat) are hereby further subjected to the following:

(a) Any fencing permitted on such Lots as set forth below shall be constructed of only natural cedar (unstained), dog eared pickets, no more than four (4) feet in height, with the finished side facing out, all 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 Lots as are approved in advance by the Review Committee upon application of a Lot Owner affected hereby.

8. **Ratification of Amended and Restated Declaration**. The Developer, on behalf of itself and as the holder of a majority of the votes possible to be cast under the amended and restated Declaration, hereby ratifies, affirms and confirms all covenants, conditions, restrictions and easements contained in the amended and restated 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, the Ninth Expansion Property or any Lots, Tracts, Common Areas or Restricted Common Areas otherwise subject to the terms hereof.

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

**All signatures must be in black ink!**

**DEVELOPER:**

**HUNT MIDWEST REAL ESTATE DEVELOPMENT, INC.**

{Corporate Seal}

By: Ora H Reynolds

Ora H. Reynolds, Vice President and General Manager of Residential Development

ATTEST:

By: _____

~~Donald K. Hagan~~, Secretary

Ro. Anderson Asst.

**ACKNOWLEDGMENT**

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

On this 26th day of September, 2003, before me, the undersigned Notary Public in and for said County and State, personally appeared Ora H. Reynolds, who, being by me first duly sworn, did say that she is the Vice President and General Manager of Residential Development of Hunt Midwest Real Estate Development, Inc., a Missouri corporation, that she executed the foregoing instrument on behalf of said corporation under and with the authority of its Board of Directors and that she acknowledged that she so executed the same as the free act and deed of said corporation for the purposes therein stated.

Donna K. Willis
Signature of Notary Public

(Notary Seal)
DONNA K. WILLIS
Notary Public - Notary Seal
STATE OF MISSOURI
County of Clay
My Commission Expires November 1, 2005

DONNA K. WILLIS
Notary Public - Notary Seal
STATE OF MISSOURI
County of Clay
My Commission Expires November 1, 2005
Typed or Printed Name of Notary

My Commission expires:

11/1/05

**EXHIBIT A**
**TO**
**SECOND SUPPLEMENT TO**
**AMENDED AND RESTATED DECLARATION OF HOMES ASSOCIATION**
**AND**
**COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS**
**OF EAGLE CREEK**

**EAGLE CREEK AMENDED AND RESTATED DECLARATION OF HOMES ASSOCIATION AND COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS AND SUPPLEMENTS**

| DATE EXECUTED/ DATE RECORDED | RECORDING INFO. | SUPPLEMENT # | INFORMATION |
|---|---|---|---|
| 05-30-03/06-04-03 | Doc #2003I 0066203 (Pages 1 – 48) | Original | Amended and Restated Declaration of Homes Association and Covenants, Conditions, Restrictions and Easements |
| 06-04-03/06-09-03 | Doc #2003I 0068065 (Pages 1 – 4) | First Supplement | Eagle Creek – Townhomes – 1st Plat |

**EXHIBIT B**
**TO**
**SECOND SUPPLEMENT TO**
**AMENDED AND RESTATED DECLARATION OF HOMES ASSOCIATION**
**AND**
**COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS**
**OF EAGLE CREEK**

**Legal Description of Ninth Expansion Property**: EAGLE CREEK – EIGHTH PLAT (Lots 283 through 348, inclusive, and Tract D), a subdivision in Lee's Summit, Jackson County, Missouri, according to the recorded plat thereof.

**Legal Description of Ninth Expansion Property Prior to Platting**:

A subdivision of land in the Northwest Quarter, the Southwest Quarter and the Northeast Quarter of Section 23, Township 47, Range 32, City of Lee's Summit, Jackson County, Missouri, being bounded and described as follows:

Beginning at the Southeast corner of said Northwest Quarter; thence North 87°45'23" West along the South line of said Northwest Quarter, 242.66 feet; thence South 39°26'10" West, 127.83 feet; thence South 42°01'24" West, 156.43 feet; thence North 42°57'27" West, 117.72 feet; thence South 47°02'33" West, 50.00 feet; thence Westerly on a curve to the left, having an initial tangent bearing of North 42°57'27" West, a radius of 15.00 feet, a central angle of 87°33'40", an arc distance of 22.92 feet; thence Southwesterly on a curve to the right, having a common tangent with the last described course, a radius of 925.00 feet, a central angle of 07°45'52", an arc distance of 125.35 feet; thence North 32°45'15" West, 50.00 feet; thence North 42°57'27" West, 183.00 feet; thence South 55°59'14" West, 44.27 feet; thence South 30°45'55" West, 79.01 feet; thence South 72°48'25" West, 133.09 feet; thence South 88°34'19" West, 132.75 feet; thence North 59°51'57" West, 73.04 feet; thence North 46°46'52" West, 84.59 feet; thence North 52°14'04" East, 73.96 feet; thence North 38°59'01" West, 186.61 feet; thence Northeasterly on a curve to the right, having an initial tangent bearing of North 51°00'59" East, a radius of 725.00 feet, a central angle of 03°28'04", an arc distance of 43.88 feet; thence North 35°30'57" West, 130.00 feet; thence North 58°35'57" East, 98.63 feet; thence North 62°46'49" East, 179.78 feet; thence North 29°23'25" West, 224.33 feet; thence North 21°12'38" West, 132.39 feet; thence North 71°20'47" East, 70.28 feet; thence North 79°27'26" East, 140.41 feet; thence North 88°08'23" East, 170.96 feet; thence North 81°48'08" East, 60.81 feet; thence North 55°08'25" East, 59.42 feet to a point on the Southerly right-of-way line of SW Eagle Creek Drive, as now established; thence Southeasterly along said Southerly line, on a curve to the left, having an initial tangent bearing of South 34°51'35" East, a radius of 530.00 feet, a central angle of 60°55'41", an arc distance of 563.60 feet; thence Easterly along said Southerly line, on a curve to the right, having a common tangent with the last described course, a radius of 470.00 feet, a central angle of 25°38'35", an arc distance of 210.35 feet; thence South 70°08'41" East along said Southerly line, 438.11 feet to a point on the Westerly line of EAGLE CREEK – SECOND PLAT, a subdivision in Lee's Summit, Jackson County, Missouri; thence South 17°59'00" West along said Westerly line, 407.91 feet to a point on the South line of the aforementioned Northeast Quarter; thence North 87°45'23" West along said South line, 172.65 feet to the Point of Beginning. Containing 24.23 acres, more or less.

Note: The above-described Property has been platted. The recording information identifying such Plat is shown in **Recital E** of the Supplemental Declaration to which this **Exhibit B** is attached.





RETURN TO:
Jan Scroggs
SECURITY LAND
TITLE COMPANY
IN187705

SECURITY LAND TITLE COMPANY
RETURN TO:

RECORDER'S CERTIFICATION
JACKSON COUNTY, MISSOURI
07/16/2004 01:27:33 PM
INSTRUMENT TYPE: REST FEE: $33.00 5 Pages

INSTRUMENT NUMBER/BOOK & PAGE:
2004I0068231

ROBERT T. KELLY, DIRECTOR OF RECORDS

**(ABOVE SPACE RESERVED FOR RECORDER OF DEEDS' USE)**

| | |
|---|---|
| Document Title: | Third Supplement to Amended and Restated Declaration of Homes Association and Covenants, Conditions, Restrictions and Easements of Eagle Creek |
| Document Date: | July 12, 2004 |
| Grantor Names: | Hunt Midwest Real Estate Development, Inc. |
| Grantee Names: | N/A EAGLE CREEK- NINTH PLAT LOTS 349 THRU 400* |
| Statutory Address: | Suite 100, 8300 N.E. Underground Drive, Kansas City, Missouri 64161 |
| Legal Description: | See Exhibit B attached |
| Reference Book and Page: | Amended and Restated Declaration of Homes Association and Covenants, Conditions, Restrictions and Easements of Eagle Creek, Document No. 2003I 0066203, Pages 1 - 48 |

# THIRD SUPPLEMENT TO AMENDED AND RESTATED DECLARATION OF HOMES ASSOCIATION AND COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF EAGLE CREEK

**THIS THIRD SUPPLEMENT TO AMENDED AND RESTATED DECLARATION OF HOMES ASSOCIATION AND COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF EAGLE CREEK** (this "Supplemental Declaration") is made and executed as of July 12, 2004, 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.** The Developer has been developing and continues to develop a residential Subdivision known as Eagle Creek in the City of Lee's Summit (the "City"), Jackson County, Missouri. The real property constituting the Eagle Creek Subdivision (the "Property" or the "Eagle Creek Property") prior to the date of this Supplemental Declaration is legally described as shown on Exhibit C to the amended and restated Declaration identified in Recital B below as expanded pursuant to the Supplemental Declaration(s) shown on **EXHIBIT A** attached hereto.

**B.** The Developer has executed that certain Amended and Restated Declaration of Homes Association and Covenants, Conditions, Restrictions and Easements of Eagle Creek, dated May 30, 2003, which was recorded on June 4, 2003, under Document No. 2003I 0066203, Pages 1 – 48, in the Office of the Director of Records of Jackson County, Missouri, at Independence (the "Declaration"), pursuant to which Declaration the Developer continues to subject the Property to certain amended and modified covenants, conditions, restrictions and easements for the purpose of protecting the value and desirability of the Property. The Declaration amended and restated the previous Original Supplemented Declaration and Original Supplemented HOA Declaration identified and defined therein pursuant to which various parcels of property were made a part of the Subdivision. Pursuant to the Supplemental Declaration(s) identified on **EXHIBIT A** attached hereto, the Developer has expanded the Property to include additional real property as described therein.

* INCLUSIVE AND TRACT E

**C.** Pursuant to Section 17.2 of the amended and restated Declaration, prior to the "Turnover Date" (which has not yet occurred), the Developer has the unilateral right to amend, alter or modify the Declaration.

**D.** Pursuant to Section 14.1 of the amended and restated Declaration, the Developer has the absolute unilateral right to expand the Property to include additional Lots (for Single Family Residences, Attached Patio Homes, Attached Townhomes or any combination thereof), Common Area, Restricted Common Areas and other property in the Subdivision and also other property that has not yet been subdivided or platted (the "Expansion Property").

**E.** On June 9, 2004, the Developer executed that certain subdivision plat entitled "EAGLE CREEK – NINTH PLAT" (the "Ninth 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 (the "Tenth Expansion Property"), which Ninth Plat was approved on July 16, 2004, by the City Council of the City, and was recorded on July 16, 2004, under Document No. 2004I 0068230, in said Director of Records' Office.

**F.** The Developer presently owns all of the Lots, tracts, Common Areas, Restricted Common Areas or other areas, if any, shown on the Ninth Plat.

**G.** The 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 Tenth Expansion Property and to subject the Tenth Expansion Property to the covenants, conditions, restrictions and easements contained within the amended and restated Declaration.

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

1. **Exercise of Right to Expand**. The 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 Tenth Expansion Property.

2. **Expansion Effective Upon Recording**. The expansion set forth above, shall be effective immediately upon filing the Ninth Plat and this Supplemental Declaration of record in the Office of the Director of Records for Jackson County, Missouri, at Independence. Recording of the Ninth 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 Tenth Expansion Property.

3. **Expansion of Definitions**. The definitions contained in the amended and restated Declaration are hereby expanded to encompass and refer to the Property, as expanded by the Ninth Plat and this Supplemental Declaration to include the Tenth Expansion Property. For example, (i) "Lot" shall mean the Lots described in the amended and restated Declaration and in all prior plats described in the amended and restated Declaration, any subsequent plats and in the Ninth Plat and (ii) all references to the Declaration shall mean the amended and restated Declaration as previously supplemented and 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 Tenth Expansion Property, shall be subject to all of the terms and conditions of the amended and restated Declaration immediately upon recording of the Ninth Plat and this Supplemental Declaration in the Office of the Director of Records for Jackson County, Missouri, at Independence.

5. **Ratification of Amended and Restated Declaration**. The Developer, on behalf of itself and as the holder of a majority of the votes possible to be cast under the amended and restated Declaration, hereby ratifies, affirms and confirms all covenants, conditions, restrictions and easements contained in the amended and restated 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, the Tenth Expansion Property or any Lots, Tracts, Common Areas or Restricted Common Areas otherwise subject to the terms hereof.

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

**All signatures must be in black ink!**

**DEVELOPER:**

**HUNT MIDWEST REAL ESTATE DEVELOPMENT, INC.**

{Corporate Seal}

By: _____
Ora H. Reynolds, Vice President and General Manager of Residential Development

ATTEST:

By: _____
~~Don~~ Hagan, Secretary

**ACKNOWLEDGMENT**

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

On this 12th day of July, 2004, before me, the undersigned Notary Public in and for said County and State, personally appeared Ora H. Reynolds, who, being by me first duly sworn, did say that she is the Vice President and General Manager of Residential Development of Hunt Midwest Real Estate Development, Inc., a Missouri corporation, that she executed the foregoing instrument on behalf of said corporation under and with the authority of its Board of Directors and that she acknowledged that she so executed the same as the free act and deed of said corporation for the purposes therein stated.

DONNA K. WILLIS
Notary Public - Notary Seal
STATE OF MISSOURI
County of Clay
My Commission Expires November 1, 2005

(Notary Seal)

_____
Signature of Notary Public

DONNA K. WILLIS
Notary Public - Notary Seal
STATE OF MISSOURI
County of Clay
~~My Commission Expires November 1, 2005~~

Typed or Printed Name of Notary

My Commission expires:

11/1/05

**EXHIBIT A**
**TO**
**THIRD SUPPLEMENT TO AMENDED AND RESTATED**
**DECLARATION OF HOMES ASSOCIATION AND**
**COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS**
**OF EAGLE CREEK**

**SUMMARY OF PLATS AND SUPPLEMENTS**

| DATE EXECUTED/ DATE RECORDED | RECORDING INFO. | SUPPLEMENT # | INFORMATION |
|---|---|---|---|
| 05-30-03/06-04-03 | Doc #2003I 0066203 (Pages 1 – 48) | Original | Amended and Restated Declaration of Homes Association and Covenants, Conditions, Restrictions and Easements |
| 06-04-03/06-09-03 | Doc #2003I 0068065 (Pages 1 – 4) | First | Eagle Creek – Townhomes – 1st Plat |
| 09-26-03/10/14/03 | Doc #2003I 0126509 (Pages 1 – 6) | Second | Eagle Creek – 8th Plat (Lots 283 – 348 and Tract D) |

**EXHIBIT B**
**TO**
**THIRD SUPPLEMENT TO AMENDED AND RESTATED**
**DECLARATION OF HOMES ASSOCIATION AND**
**COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS**
**OF EAGLE CREEK**

**Legal Description of Tenth Expansion Property**: EAGLE CREEK – NINTH PLAT, LOTS 349 THRU 400, INCLUSIVE, AND TRACT E, a subdivision in Lee's Summit, Jackson County, Missouri, according to the recorded plat thereof.

**Legal Description of Tenth Expansion Property Prior to Platting**:

A subdivision of land in the Northwest Quarter and the Southwest Quarter of Section 23, Township 47, Range 32, City of Lee's Summit, Jackson County, Missouri, being bounded and described as follows:

Commencing at the Northeast corner of said Southwest Quarter; thence North 87°45'23" West along the North line of said Southwest Quarter, 815.58 feet; thence South 02°14'37" West, 82.92 feet to a point on the Westerly line of EAGLE CREEK – EIGHTH PLAT, a subdivision in City of Lee's Summit, Jackson County, Missouri, said point being also the True Point of Beginning of the tract to be herein described; thence South 42°57'27" East along said Westerly line, 183.00 feet; thence South 32°45'15" East along said Westerly line, 50.00 feet; thence Northeasterly along said Westerly line, on a curve to the left, having an initial tangent bearing of North 57°14'45" East, a radius of 925.00 feet, a central angle of 07°45'52", an arc distance of 125.35 feet; thence Easterly along said Westerly line, on a curve to the right, having a common tangent with the last described course, a radius of 15.00 feet, a central angle of 87°33'40", an arc distance of 22.92 feet; thence South 42°57'27 East along said Westerly line, 122.11 feet; thence South 42°01'24" West, 33.32 feet; thence South 58°19'17" West, 270.92 feet; thence South 71°17'01" West, 280.18 feet; thence South 88°02'56" West, 160.34 feet; thence North 88°26'02" West, 211.10 feet; thence North 71°37'52" West, 351.38 feet; thence North 50°37'41" West, 47.87 feet; thence North 31°24'10" East, 140.29 feet; thence Westerly on a curve to the right, having an initial tangent bearing of North 58°35'50" West, a radius of 925.00 feet, a central angle of 07°07'26", an arc distance of 115.01 feet; thence North 38°31'47" East, 180.00 feet; thence North 45°28'13" West, 155.85 feet; thence North 37°54'04" West, 234.20 feet; thence North 52°10'25" East, 517.86 feet; thence North 54°18'37" East, 50.00 feet; thence North 59°43'53" East, 91.06 feet; thence North 65°56'20" East, 70.28 feet to the Northwest corner of the aforementioned EAGLE CREEK – EIGHTH PLAT; thence South 21°12'38" East, along the Westerly line of said EAGLE CREEK – EIGHTH PLAT, 132.39 feet; thence South 29°23'25" East along said Westerly line, 224.33 feet; thence South 62°46"49" West along said Westerly line, 179.78 feet; thence South 58°35'57" West along said Westerly line , 98.63 feet; thence South 35°30'57" East along said Westerly line, 130.00 feet; thence Southwesterly along said Westerly line, on a curve to the left, having an initial tangent bearing of South 54°29'03" West, a radius of 725.00 feet, a central angle of 03°28'04", an arc distance of 43.88 feet; thence South 38°59'01" East along said Westerly line, 186.61 feet; thence South 52°14'04" West along said Westerly line, 73.96 feet; thence South 46°46'52" East along said Westerly line, 84.59 feet; thence South 59°51'57" East along said Westerly line, 73.04 feet; thence North 88°34'19" East along said Westerly line, 132.75 feet; thence North 72°48'25" East along said Westerly line, 133.09 feet; thence North 30°45'55" East along said Westerly line, 79.01 feet; thence North 55°59'14" East along said Westerly line, 44.27 feet to the True Point of Beginning. Containing 15.98 acres, more or less.

Note: The above-described Property has been platted. The recording information identifying such Plat is shown in **Recital E** of the Supplemental Declaration to which this **Exhibit B** is attached.

RETURN DOCUMENT TO:
Hunt Midwest
8300 NE Underground
#100 KCMO 64161
ATTN: Kim Giddings
SECURITY LAND TITLE COMPANY
FILE NO. 1N0400331

RECORDER'S CERTIFICATION
JACKSON COUNTY, MISSOURI
03/22/2005 03:58:52 PM
INSTRUMENT TYPE: REST FEE: $39.00 7 Pages
INSTRUMENT NUMBER/BOOK & PAGE:
2005I0023175
ROBERT T. KELLY, DIRECTOR OF RECORDS

**(ABOVE SPACE RESERVED FOR RECORDER OF DEEDS' USE)**

| | |
|---|---|
| Document Title: | Fourth Supplement to Amended and Restated Declaration of Homes Association and Covenants, Conditions, Restrictions and Easements of Eagle Creek |
| Document Date: | March 19, 2005 |
| Grantors Names: | Hunt Midwest Real Estate Development, Inc., SAB Construction, LLC, Keleher Building Group, LLC, and D.C. Olsen, Inc. |
| Grantee Name: | N/A |
| Statutory Address: | Suite 100, 8300 N.E. Underground Drive, Kansas City, Missouri 64161 |
| Legal Description: | See Exhibit B attached – page 7 |
| Reference Book and Page: | Amended and Restated Declaration of Homes Association and Covenants, Conditions, Restrictions and Easements of Eagle Creek, Document No. 2003I 0066203, Pages 1 - 48 |

# FOURTH SUPPLEMENT TO AMENDED AND RESTATED DECLARATION OF HOMES ASSOCIATION AND COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF EAGLE CREEK

**THIS FOURTH SUPPLEMENT TO AMENDED AND RESTATED DECLARATION OF HOMES ASSOCIATION AND COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF EAGLE CREEK** (this "Supplemental Declaration") is made and executed as of March 17th, 2005, by **HUNT MIDWEST REAL ESTATE DEVELOPMENT, INC.**, a Missouri corporation (the "Developer"), Suite 100, 8300 N.E. Underground Drive, Kansas City, Missouri 64161, and **SAB CONSTRUCTION, LLC, KELEHER BUILDING GROUP, LLC** and **D.C. OLSEN, INC.** (the "Undersigned Lot Owners").

## RECITALS:

**A.** The Developer has been developing and continues to develop a residential Subdivision known as Eagle Creek in the City of Lee's Summit (the "City"), Jackson County, Missouri. The real property constituting the Eagle Creek Subdivision (the "Property" or the "Eagle Creek Property") prior to the date of this Supplemental Declaration is legally described as shown on Exhibit C to the amended and restated Declaration identified in Recital B below as expanded pursuant to the Supplemental Declaration(s) shown on **EXHIBIT A** attached hereto.

**B.** The Developer has executed that certain Amended and Restated Declaration of Homes Association and Covenants, Conditions, Restrictions and Easements of Eagle Creek, dated May 30, 2003, which was recorded on June 4, 2003, under Document No. 2003I 0066203, Pages 1 – 48, in the Office of the Director of Records of Jackson County, Missouri, at Independence (the "Declaration"), pursuant to which Declaration the Developer continues to subject the Property to certain amended and modified covenants, conditions, restrictions and easements for the purpose of protecting the value and desirability of the Property. The Declaration amended and restated the previous Original Supplemented Declaration and Original Supplemented HOA Declaration identified and defined therein pursuant to which various parcels of property were made a part of the Subdivision. Pursuant to the Supplemental Declaration(s) identified on **EXHIBIT A** attached hereto, the Developer has expanded the Property to include additional real property as described therein.

**C.** Pursuant to Section 17.2 of the amended and restated Declaration, prior to the "Turnover Date" (which has not yet occurred), the Developer has the unilateral right to amend, alter or modify the Declaration.

**D.** The Developer and the Undersigned Lot Owners presently own all of the Lots described in **EXHIBIT B** attached hereto (the "Restricted Lots").

**E.** The Developer desires to subject the Restricted Lots to the fencing restrictions set forth below and the Undersigned Lot Owners are willing to subject the Restricted Lots they own to such fencing restrictions.

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

1. **Fencing Restriction on Restricted Lots**. The Restricted Lots legally described on **EXHIBIT B** attached hereto are hereby subjected to the following:

(a) Any fencing permitted on such Lots as set forth below shall be constructed of only natural cedar (unstained), dog eared pickets, no more than four (4) feet in height, with the finished side facing out, all 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 Lots as are approved in advance by the Review Committee upon application of a Lot Owner affected hereby.

2. **Ratification of Amended and Restated 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, the Undersigned Lot Owners 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 or the Restricted Lots subject to the terms hereof.

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

**All signatures must be in black ink!**

**DEVELOPER:**

**HUNT MIDWEST REAL ESTATE DEVELOPMENT, INC.**

{Corporate Seal}

By: Ora Reynolds
Ora H. Reynolds, Vice President and General Manager of Residential Development

ATTEST:

By: Clayton L. Holder
~~Donald K. Hagan, Secretary~~
Clayton L. Holder, Asst Sec.

**UNDERSIGNED LOT OWNERS:**
**SAB CONSTRUCTION, LLC**

By: _____

Printed Name: SAB Construction LLC

Title: Member

**KELEHER BUILDING GROUP, LLC**

By: _____

Printed Name: PAT KELEHER

Title: VP FINANCE MEMBER

**D.C. OLSEN, INC.**

By: _____

Printed Name: D OLSEN

Title: CEO

**ACKNOWLEDGMENTS**

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

On this 15th day of March, 2005, before me, the undersigned Notary Public in and for said County and State, personally appeared Ora H. Reynolds, who, being by me first duly sworn, did say that she is the Vice President and General Manager of Residential Development of **Hunt Midwest Real Estate Development, Inc.**, a Missouri corporation, that she executed the foregoing instrument on behalf of said corporation under and with the authority of its Board of Directors and that she acknowledged that she so executed the same as the free act and deed of said corporation for the purposes therein stated.

_____
Signature of Notary Public

(Notary Seal)

CONNIE S THOMAS
NOTARY PUBLIC STATE OF MISSOURI
RAY COUNTY
MY COMMISSION EXP. JAN. 22,2006

Typed or Printed Name of Notary

My Commission expires:

1-22-06

STATE OF MISSOURI )
) S.S.
COUNTY OF Clay )

On this 17th day of March, 2005, before me, the undersigned Notary Public in and for said County and State, personally appeared Pat Keleher, who, being by me first duly sworn, did say that he/she is the/a VP Finance Member of **Keleher Building Group, LLC**, a Missouri limited liability company, that he/she executed the foregoing Supplemental Declaration on behalf of said limited liability company with full authority to do so and that he/she acknowledged that he/she so executed the same as the free act and deed of said limited liability company for the purposes therein stated.

DONNA K. WILLIS
Notary Public - Notary Seal
STATE OF MISSOURI
(Notary Seal) County of Clay
My Commission Expires November 1, 2005

Donna K Willis
Signature of Notary Public

DONNA K. WILLIS
Notary Public - Notary Seal
STATE OF MISSOURI
County of Clay
Typed My Commission Expires November 1, 2005

My Commission expires:

11/1/05

STATE OF MISSOURI )
) S.S.
COUNTY OF Clay )

On this 17th day of March, 2005, before me, the undersigned Notary Public in and for said County and State, personally appeared Scott Bamsberger, who, being by me first duly sworn, did say that he/she is the/a Owner of **SAB Construction, LLC**, a Missouri limited liability company, that he/she executed the foregoing Supplemental Declaration on behalf of said limited liability company with full authority to do so and that he/she acknowledged that he/she so executed the same as the free act and deed of said limited liability company for the purposes therein stated.

DONNA K. WILLIS
Notary Public - Notary Seal
STATE OF MISSOURI
(Notary Seal) County of Clay
My Commission Expires November 1, 2005

Donna K Willis
Signature of Notary Public

DONNA K. WILLIS
Notary Public - Notary Seal
STATE OF MISSOURI
Typed or Printed Name of Notary County of Clay
My Commission Expires November 1, 2005

My Commission expires:

11/1/05

STATE OF MISSOURI )
) S.S.
COUNTY OF Clay )

On this 17th day of March 2005, before me, the undersigned Notary Public in and for said County and State, personally appeared Dave Olsen, who, being by me first duly sworn, did say that he/she is the/a CEO President of **D.C. Olsen, Inc.**, a Missouri corporation, that he/she executed the foregoing Supplemental Declaration on behalf of said corporation under and with the authority of its Board of Directors and that he/she acknowledged that he/she so executed the same as the free act and deed of said corporation for the purposes therein stated.

DONNA K. WILLIS
Notary Public - Notary Seal
STATE OF MISSOURI
County of Clay
My Commission Expires November 1, 2005

(Notary Seal)

Donna K Willis
Signature of Notary Public

DONNA K. WILLIS
Notary Public - Notary Seal
STATE OF MISSOURI
County of Clay
My Commission Expires November 1, 2005

Typed or Printed Name of Notary

My Commission expires:

11/1/05

**EXHIBIT A**
**TO**
**FOURTH SUPPLEMENT TO AMENDED AND RESTATED**
**DECLARATION OF HOMES ASSOCIATION AND**
**COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS**
**OF EAGLE CREEK**

**SUMMARY OF PLATS AND SUPPLEMENTS**

| DATE EXECUTED/ DATE RECORDED | RECORDING INFO. | SUPPLEMENT # | INFORMATION |
|---|---|---|---|
| 05-30-03/06-04-03 | Doc #2003I 0066203 (Pages 1 – 48) | Original | Amended and Restated Declaration of Homes Association and Covenants, Conditions, Restrictions and Easements |
| 06-04-03/06-09-03 | Doc #2003I 0068065 (Pages 1 – 4) | First | Eagle Creek – Townhomes – 1st Plat |
| 09-26-03/10/14/03 | Doc #2003I 0126509 (Pages 1 – 6) | Second | Eagle Creek – 8th Plat |
| 07-12-04/07-16-04 | Doc #2004I 0068231 (Pages 1 – 5) | Third | Eagle Creek – 9th Plat |

**EXHIBIT B**
**TO**
**FOURTH SUPPLEMENT TO AMENDED AND RESTATED**
**DECLARATION OF HOMES ASSOCIATION AND**
**COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS**
**OF EAGLE CREEK**

**Legal Description of Restricted Lots:**

Lots 349 through and including 364, EAGLE CREEK – NINTH PLAT, a subdivision in Lee's Summit, Jackson County, Missouri, according to the recorded plat thereof.

RECORDER'S CERTIFICATION
JACKSON COUNTY, MISSOURI
10/28/2005 11:39:24 AM
INSTRUMENT TYPE: REST FEE: $33.00 5 Pages
INSTRUMENT NUMBER/BOOK & PAGE:
2005I0096058
ROBERT T. KELLY, DIRECTOR OF RECORDS

**(ABOVE SPACE RESERVED FOR RECORDER OF DEEDS' USE)**

| | |
|---|---|
| Document Title: | Fifth Supplement to Amended and Restated Declaration of Homes Association and Covenants, Conditions, Restrictions and Easements of Eagle Creek |
| Document Date: | October 14, 2005 |
| Grantors Names: | Hunt Midwest Real Estate Development, Inc. |
| Grantee Name: | Eagle Creek Tenth Plat |
| Statutory Address: | Suite 100, 8300 N.E. Underground Drive, Kansas City, Missouri 64161 |
| Legal Description: | See Exhibit B attached |
| Reference Book and Page: | Amended and Restated Declaration of Homes Association and Covenants, Conditions, Restrictions and Easements of Eagle Creek, Document No. 2003I 0066203, Pages 1 - 48 |

# FIFTH SUPPLEMENT TO AMENDED AND RESTATED DECLARATION OF HOMES ASSOCIATION AND COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF EAGLE CREEK

**THIS FIFTH SUPPLEMENT TO AMENDED AND RESTATED DECLARATION OF HOMES ASSOCIATION AND COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF EAGLE CREEK** (this "Supplemental Declaration") is made and executed as of October 14, 2005, 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.** The Developer has been developing and continues to develop a residential Subdivision known as Eagle Creek in the City of Lee's Summit (the "City"), Jackson County, Missouri. The real property constituting the Eagle Creek Subdivision (the "Property" or the "Eagle Creek Property") prior to the date of this Supplemental Declaration is legally described as shown on Exhibit C to the amended and restated Declaration identified in Recital B below as expanded pursuant to the Supplemental Declaration(s) shown on **EXHIBIT A** attached hereto.

**B.** The Developer has executed that certain Amended and Restated Declaration of Homes Association and Covenants, Conditions, Restrictions and Easements of Eagle Creek, dated May 30, 2003, which was recorded on June 4, 2003, under Document No. 2003I 0066203, Pages 1 – 48, in the Office of the Director of Records of Jackson County, Missouri, at Independence (the "Declaration"), pursuant to which Declaration the Developer continues to subject the Property to certain amended and modified covenants, conditions, restrictions and easements for the purpose of protecting the value and desirability of the Property. The Declaration amended and restated the previous Original Supplemented Declaration and Original Supplemented HOA Declaration identified and defined therein pursuant to which various parcels of property were made a part of the Subdivision. Pursuant to the Supplemental Declarations identified on **EXHIBIT A** attached hereto, the Developer has expanded the Property to include additional real property as described therein.

**C.** Pursuant to Section 17.2 of the amended and restated Declaration, prior to the "Turnover Date" (which has not yet occurred), the Developer has the unilateral right to amend, alter or modify the Declaration.

**D.** Pursuant to Section 14.1 of the amended and restated Declaration, the Developer has the absolute unilateral right to expand the Property to include additional Lots (for Single Family Residences, Attached Patio Homes, Attached Townhomes or any combination thereof), Common Area, Restricted Common Areas and other property in the Subdivision and also other property that has not yet been subdivided or platted (the "Expansion Property").

**E.** On Sept. 21, 2005, 2005, the Developer executed that certain subdivision plat entitled "EAGLE CREEK – TENTH PLAT" (the "Tenth 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 (the "Eleventh Expansion Property"), which Tenth Plat was approved on October 27, 2005, by the City Council of the City, and was recorded on October 28, 2005, under Document No. 2005E0196057, in said Director of Records' Office.

**F.** The Developer presently owns all of the Lots, tracts, Common Areas, Restricted Common Areas or other areas, if any, shown on the Tenth Plat.

**G.** The 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 Eleventh Expansion Property and to subject the Eleventh Expansion Property to the covenants, conditions, restrictions and easements contained within the amended and restated Declaration.

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

1. **Exercise of Right to Expand**. The 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 Eleventh Expansion Property.

2. **Expansion Effective Upon Recording**. The expansion set forth above, shall be effective immediately upon filing the Tenth Plat and this Supplemental Declaration of record in the Office of the Director of Records for Jackson County, Missouri, at Independence. Recording of the Tenth 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 Eleventh Expansion Property.

3. **Expansion of Definitions**. The definitions contained in the amended and restated Declaration are hereby expanded to encompass and refer to the Property, as expanded by the Tenth Plat and this Supplemental Declaration to include the Eleventh Expansion Property. For example, (i) "Lot" shall mean the Lots described in the amended and restated Declaration and in all prior plats described in the amended and restated Declaration, any subsequent plats and in the Tenth Plat and (ii) all references to the Declaration shall mean the amended and restated Declaration as previously supplemented and 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 Eleventh Expansion Property, shall be subject to all of the terms and conditions of the amended and restated Declaration immediately upon recording of the Tenth Plat and this Supplemental Declaration in the Office of the Director of Records for Jackson County, Missouri, at Independence.

5. **Fencing Restriction on Restricted Lots**. Lots 401 through and including 413, 420, 427, 428, 435, 436 and 442 through and including 453 of the Tenth Plat (the "Restricted Lots") are hereby subjected to the following:

(a) Any fencing permitted on such Restricted Lots as set forth below shall be constructed of only natural cedar (unstained), dog eared pickets, no more than four (4) feet in height, with the finished side facing out, all 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.

6. **Ratification of Amended and Restated 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, the Eleventh Expansion Property or any Lots, Tracts, Commons Areas or Restricted Common Areas otherwise subject to the terms hereof.

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

**All signatures must be in black ink!**

**DEVELOPER:**

**HUNT MIDWEST REAL ESTATE DEVELOPMENT, INC.**

{Corporate Seal}

By: Ora Reynolds
Ora H. Reynolds, Vice President and General Manager of Residential Development

ATTEST:

By: Donald K. Hagan
Donald K. Hagan, Secretary

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

On this 14th day of October, 2005, before me, the undersigned Notary Public in and for said County and State, personally appeared Ora H. Reynolds, who, being by me first duly sworn, did say that she is the Vice President and General Manager of Residential Development of Hunt Midwest Real Estate Development, Inc., a Missouri corporation, that she executed the foregoing instrument on behalf of said corporation under and with the authority of its Board of Directors and that she acknowledged that she so executed the same as the free act and deed of said corporation for the purposes therein stated.

DONNA K. WILLIS
Notary Public - Notary Seal
STATE OF MISSOURI
County of Clay
My Commission Expires November 1, 2005

(Notary Seal)

Signature of Notary Public

DONNA K. WILLIS
Notary Public - Notary Seal
STATE OF MISSOURI
County of Clay
My Commission Expires November 1, 2005

Typed or Printed Name of Notary

My Commission expires:

11/1/05

**EXHIBIT A**
**TO**
**FIFTH SUPPLEMENT TO AMENDED AND RESTATED**
**DECLARATION OF HOMES ASSOCIATION AND**
**COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS**
**OF EAGLE CREEK**

**SUMMARY OF SUPPLEMENTS**

| DATE EXECUTED/ DATE RECORDED | RECORDING INFO. | SUPPLEMENT # | INFORMATION |
|---|---|---|---|
| 05-30-03/06-04-03 | Doc #2003I 0066203 (Pages 1 – 48) | Original | Amended and Restated Declaration of Homes Association and Covenants, Conditions, Restrictions and Easements |
| 06-04-03/06-09-03 | Doc #2003I 0068065 (Pages 1 – 4) | First | Eagle Creek – Townhomes – 1st Plat |
| 09-26-03/10/14/03 | Doc #2003I 0126509 (Pages 1 – 6) | Second | Eagle Creek – 8th Plat |
| 07-12-04/07-16-04 | Doc #2004I 0068231 (Pages 1 – 5) | Third | Eagle Creek – 9th Plat |
| 03-17-05/03-22-05 | Doc #2005I0023175 (Pages 1 – 7) | Fourth | Eagle Creek – 9th Plat – Imposed Fencing Restrictions on Lots 349 through 364 |

**EXHIBIT B**
**TO**
**FIFTH SUPPLEMENT TO AMENDED AND RESTATED**
**DECLARATION OF HOMES ASSOCIATION AND**
**COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS**
**OF EAGLE CREEK**

**Legal Description of Eleventh Expansion Property:**

Lots 401 through 453, inclusive, and Tract F, EAGLE CREEK – TENTH PLAT, a subdivision in Lee's Summit, Jackson County, Missouri, according to the recorded plat thereof.

**Legal Description of Eleventh Expansion Property Prior to Platting:**

A subdivision of land in the Northwest Quarter and the Southwest Quarter of Section 23, Township 47, Range 32, City of Lee's Summit, Jackson County, Missouri, being bounded and described as follows:

Commencing at the Northeast Corner of said Southwest Quarter; thence North 87°45'23" West along the North line of said Southwest Quarter, 1628.43 feet; thence South 02°14'37" West, 95.65 feet to a point on the Westerly line of EAGLE CREEK-NINTH PLAT, a subdivision in the City of Lee's Summit, Jackson County, Missouri, said point being also the True Point of Beginning of the tract to be herein described; thence South 38°31'47" West along said Westerly line, 180.00 feet; thence Southeasterly along said Westerly line and the Southerly right-of-way line of SW Golden Eagle Road, as now established, on a curve to the left, having an initial tangent bearing of South 51°28'24" East, a radius of 925.00 feet, a central angle of 07°07'26", an arc distance of 115.01 feet; thence South 31°24'10" West along said Westerly line, 140.29 feet; thence North 50°37'41" West, 266.04 feet; thence North 37°49'35" West, 682.22 feet; thence North 52°10'25" East, 180.00 feet; thence South 37°49'35" East, 40.99 feet; thence North 52°10'25" East, 663.77 feet; thence North 54°24'13" East, 45.63 feet; thence North 50°53'28" East, 170.72 feet; thence North 19°42'59" East, 60.08 feet; thence North 87°43'09" East, 562.10 feet to a point on the Westerly right-of-way of EAGLE CREEK-FOURTH PLAT, a subdivision in the City of Lee's Summit, Jackson County, Missouri; thence Southerly along said Westerly line and the Westerly right-of-line of SW Eagle Creek Road, as now established, on a curve to the left, having an initial tangent bearing of South 03°48'36" East, a radius of 530.00 feet, a central angle of 31°02'59", an arc distance of 287.22 feet to a point on the North line of EAGLE CREEK-EIGHTH PLAT, a subdivision in the City of Lee's Summit, Jackson County, Missouri; thence South 55°08'25" West along said Northerly line, 59.42 feet; thence South 81°48'08" West along said Northerly line, 60.81 feet; thence South 88°08'23" West along said Northerly line, 170.96 feet; thence South 79°27'26" West along said Northerly line, 140.41 feet; thence South 71°20'47" West along said Northerly line, 70.28 feet to a point on the Northerly line of said EAGLE CREEK-NINTH PLAT; thence South 65°56'20" West along said Northerly line, 70.28 feet; thence South 59°43'53" West along said Northerly line, 91.06 feet; thence South 54°18'37" West along said Northerly line 50.00 feet; thence South 52°10'25" West along said Northerly line, 517.86 feet to a point on the aforementioned Westerly line of said EAGLE CREEK-NINTH PLAT; thence South 37°54'04" East along said Westerly line, 234.20 feet; thence South 45°28'13" East along said Westerly line, 155.85 feet to the True Point of Beginning. Containing 15.11 acres, more or less.

**NOTE:** The above-described Property has been platted. The recording information identifying such Plat is shown in Recital E of the Supplemental Declaration to which this **Exhibit B** is attached.



KC T · Kent Shelman

RECORDER'S CERTIFICATION
JACKSON COUNTY, MISSOURI
11/09/2005 03:40:45 PM
INSTRUMENT TYPE: MISC FEE: $33.00 5 Pages



INSTRUMENT NUMBER/BOOK & PAGE:
2005I0100013
ROBERT T. KELLY, DIRECTOR OF RECORDS

**(ABOVE SPACE RESERVED FOR RECORDER OF DEEDS' USE)**

| | |
|---|---|
| Document Title: | Sixth Supplement to Amended and Restated Declaration of Homes Association and Covenants, Conditions, Restrictions and Easements of Eagle Creek |
| Document Date: | November 8, 2005 |
| Grantors Names: | Hunt Midwest Real Estate Development, Inc. |
| Grantee Name: | N/A |
| Statutory Address: | Suite 100, 8300 N.E. Underground Drive, Kansas City, Missouri 64161 |
| Legal Description: | See Exhibit B attached |
| Reference Book and Page: | Amended and Restated Declaration of Homes Association and Covenants, Conditions, Restrictions and Easements of Eagle Creek, Document No. 2003I 0066203, Pages 1 - 48 |

# SIXTH SUPPLEMENT TO AMENDED AND RESTATED DECLARATION OF HOMES ASSOCIATION AND COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF EAGLE CREEK

**THIS SIXTH SUPPLEMENT TO AMENDED AND RESTATED DECLARATION OF HOMES ASSOCIATION AND COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF EAGLE CREEK** (this "Supplemental Declaration") is made and executed as of November 8, 2005, 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.** The Developer has been developing and continues to develop a residential Subdivision known as Eagle Creek in the City of Lee's Summit (the "City"), Jackson County, Missouri. The real property constituting the Eagle Creek Subdivision (the "Property" or the "Eagle Creek Property") prior to the date of this Supplemental Declaration is legally described as shown on Exhibit C to the amended and restated Declaration identified in Recital B below as expanded pursuant to the Supplemental Declaration(s) shown on **EXHIBIT A** attached hereto.

**B.** The Developer has executed that certain Amended and Restated Declaration of Homes Association and Covenants, Conditions, Restrictions and Easements of Eagle Creek, dated May 30, 2003, which was recorded on June 4, 2003, under Document No. 2003I 0066203, Pages 1 – 48, in the Office of the Director of Records of Jackson County, Missouri, at Independence (the "Declaration"), pursuant to which Declaration the Developer continues to subject the Property to certain amended and modified covenants, conditions, restrictions and easements for the purpose of protecting the value and desirability of the Property. The Declaration amended and restated the previous Original Supplemented Declaration and Original Supplemented HOA Declaration identified and defined therein pursuant to which various parcels of property were made a part of the Subdivision. Pursuant to the Supplemental Declarations identified on **EXHIBIT A** attached hereto, the Developer has expanded the Property to include additional real property as described therein.

**C.** Pursuant to Section 17.2 of the amended and restated Declaration, prior to the "Turnover Date" (which has not yet occurred), the Developer has the unilateral right to amend, alter or modify the Declaration.

**D.** Pursuant to Section 14.1 of the amended and restated Declaration, the Developer has the absolute unilateral right to expand the Property to include additional Lots (for Single Family Residences, Attached Patio Homes, Attached Townhomes or any combination thereof), Common Area, Restricted Common Areas and other property in the Subdivision and also other property that has not yet been subdivided or platted (the "Expansion Property").

**E.** On June 2, 2005, the Developer executed that certain subdivision plat entitled "EAGLE CREEK TOWNHOMES – SECOND PLAT" (the "Townhomes 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 (the "Twelfth Expansion Property"), which Townhomes Second Plat was approved on April 7, 2005, by the City Council of the City, and was recorded on June 29, 2005, under Document No. ~~043950-00259;~~ 2005I0055001 in said Director of Records' Office.

**F.** The Developer presently owns all of the Lots, tracts, Common Areas, Restricted Common Areas or other areas, if any, shown on the Townhomes Second Plat.

**G.** The 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 Twelfth Expansion Property and to subject the Twelfth Expansion Property to the covenants, conditions, restrictions and easements contained within the amended and restated Declaration.

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

1. **Exercise of Right to Expand**. The 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 Twelfth Expansion Property.

2. **Expansion Effective Upon Recording**. The expansion set forth above, shall be effective immediately upon filing the Townhomes Second Plat and this Supplemental Declaration of record in the Office of the Director of Records for Jackson County, Missouri, at Independence. Recording of the Townhomes 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 Twelfth Expansion Property.

3. **Expansion of Definitions**. The definitions contained in the amended and restated Declaration are hereby expanded to encompass and refer to the Property, as expanded by the Townhomes Second Plat and this Supplemental Declaration to include the Twelfth Expansion Property. For example, (i) "Lot" shall mean the Lots described in the amended and restated Declaration and in all prior plats described in the amended and restated Declaration, any subsequent plats and in the Townhomes Second Plat and (ii) all references to the Declaration shall mean the amended and restated Declaration as previously supplemented and 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 Twelfth Expansion Property, shall be subject to all of the terms and conditions of the amended and restated Declaration immediately upon recording of the Townhomes Second Plat and this Supplemental Declaration in the Office of the Director of Records for Jackson County, Missouri, at Independence.

5. **Ratification of Amended and Restated 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, the Twelfth Expansion Property or any Lots, Tracts, Commons Areas or Restricted Common Areas otherwise subject to the terms hereof.

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

**All signatures must be in black ink!**

**DEVELOPER:**

**HUNT MIDWEST REAL ESTATE DEVELOPMENT, INC.**

{Corporate Seal}

By: _____
Ora H. Reynolds, Vice President and General Manager of Residential Development

ATTEST:

By: _____
Donald K. Hagan, Secretary

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

On this 8th day of November, 2005, before me, the undersigned Notary Public in and for said County and State, personally appeared Ora H. Reynolds, who, being by me first duly sworn, did say that she is the Vice President and General Manager of Residential Development of Hunt Midwest Real Estate Development, Inc., a Missouri corporation, that she executed the foregoing instrument on behalf of said corporation under and with the authority of its Board of Directors and that she acknowledged that she so executed the same as the free act and deed of said corporation for the purposes therein stated.

(Notary Seal)

DONNA K. WILLIS
Notary Public - Notary Seal
State of Missouri - County of Clay
My Commission Expires Nov. 1, 2009
Commission #05521936

Signature of Notary Public

DONNA K. WILLIS
Notary Public - Notary Seal
State of Missouri - County of Clay
My Commission Expires Nov. 1, 2009
Commission #05521936

Typed or Printed Name of Notary

My Commission expires:

11/1/09

**EXHIBIT A**
**TO**
**SIXTH SUPPLEMENT TO AMENDED AND RESTATED**
**DECLARATION OF HOMES ASSOCIATION AND**
**COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS**
**OF EAGLE CREEK**

**SUMMARY OF SUPPLEMENTS**

| DATE EXECUTED/ DATE RECORDED | RECORDING INFO. | SUPPLEMENT # | INFORMATION |
|---|---|---|---|
| 05-30-03/06-04-03 | Doc #2003I 0066203 (Pages 1 – 48) | Original | Amended and Restated Declaration of Homes Association and Covenants, Conditions, Restrictions and Easements |
| 06-04-03/06-09-03 | Doc #2003I 0068065 (Pages 1 – 4) | First | Eagle Creek – Townhomes – 1st Plat |
| 09-26-03/10/14/03 | Doc #2003I 0126509 (Pages 1 – 6) | Second | Eagle Creek – 8th Plat |
| 07-12-04/07-16-04 | Doc #2004I 0068231 (Pages 1 – 5) | Third | Eagle Creek – 9th Plat |
| 03-17-05/03-22-05 | Doc #2005I0023175 (Pages 1 – 7) | Fourth | Eagle Creek – 9th Plat – Imposed Fencing Restrictions on Lots 349 through 364 |
| __-__-05/__-__-05 | Doc #2005I_____ (Pages __-__) | Fifth | Eagle Creek – 10th Plat |

**EXHIBIT B**
**TO**
**SIXTH SUPPLEMENT TO AMENDED AND RESTATED**
**DECLARATION OF HOMES ASSOCIATION AND**
**COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS**
**OF EAGLE CREEK**

**Legal Description of Twelfth Expansion Property:**

Lots D, E, F and G, EAGLE CREEK TOWNHOMES – SECOND PLAT, a subdivision in Lee's Summit, Jackson County, Missouri, according to the recorded plat thereof.

**Legal Description of Twelfth Expansion Property Prior to Platting:**

A subdivision of land in the Northeast Quarter of Section 23, Township 47, Range 32, City of Lee's Summit, Jackson County, Missouri, being bounded and described as follows:

Commencing at the Northeast Corner of said Northeast Quarter; thence North 87°37'40" West along the North line of said Northeast Quarter, 1108.50 feet to the True Point of Beginning of the tract to be herein described; thence South 04°11'16" West, 138.22 feet; thence South 85°48'44" East, 50.73 feet; thence South 04°11'16" West, 50.00 feet; thence Southerly on a curve to the left, having an initial tangent bearing of North 85°48'44" West, a radius of 15.00 feet, a central angle of 90°00'00", an arc distance of 23.56 feet; thence South 04°11'16" West, 75.15 feet; thence Southerly on a curve to the left, tangent to the last described course, having a radius of 525.00 feet, a central angle of 05°14'45", an arc distance of 48.07 feet; thence North 88°56'32" East, 202.18 feet; thence South 02°22'59" East, 353.59 feet to a point on the Northerly right-of-way line of SW Eagle View Drive, as now established; thence Westerly along said Northerly line, on a curve to the left, having an initial tangent bearing of South 87°12'49" West, a radius of 1362.00 feet, a central angle of 12°54'59", an arc distance of 307.04 feet to the Southeasterly corner of EAGLE CREEK TOWNHOMES – FIRST PLAT, a subdivision in the City of Lee's Summit, Jackson County, Missouri; thence North 21°51'48" West along the Easterly line of said EAGLE CREEK TOWNHOMES – FIRST PLAT, 502.38 feet; thence North 75°06'27" West along said Easterly line, 142.83 feet; thence Southwesterly along said Easterly line, on a curve to the right, having an initial tangent bearing of South 37°56'25" West, a radius of 375.00 feet, a central angle of 05°04'08", an arc distance of 33.17 feet; thence South 43°00'32" West along said Easterly line, 35.60 feet; thence North 63°28'54" West along said Easterly line, 180.72 feet; thence North 02°46'08" East, 219.50 feet to a point on the aforementioned North line of said Northeast Quarter; thence South 87°37'40" East along said North line, 594.10 feet to the True Point of Beginning. Containing 7.30 acres, more or less.

**NOTE:** The above-described Property has been platted. The recording information identifying such Plat is shown in Recital E of the Supplemental Declaration to which this **Exhibit B** is attached.

RECORDER'S CERTIFICATION
JACKSON COUNTY, MISSOURI
10/23/2006 05:01:26 PM
INSTRUMENT TYPE: MISC FEE: $39.00 7 Pages

INSTRUMENT NUMBER/BOOK & PAGE:

2006E0111119

ROBERT T. KELLY, DIRECTOR, RECORDER OF DEEDS

(ABOVE SPACE RESERVED FOR RECORDER OF DEEDS' USE)

| | |
|---|---|
| Document Title: | Seventh Supplement to Amended and Restated Declaration of Homes Association and Covenants, Conditions, Restrictions and Easements of Eagle Creek |
| Document Date: | June 14, 2006 |
| Grantors Names: | Hunt Midwest Real Estate Development, Inc. |
| Grantee Name: | N/A |
| Statutory Address: | Suite 100, 8300 N.E. Underground Drive, Kansas City, Missouri 64161 |
| Legal Description: | See Exhibit B attached |
| Reference Book and Page: | Amended and Restated Declaration of Homes Association and Covenants, Conditions, Restrictions and Easements of Eagle Creek, Document No. 2003I 0066203, Pages 1 - 48 |

## SEVENTH SUPPLEMENT TO AMENDED AND RESTATED DECLARATION OF HOMES ASSOCIATION AND COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF EAGLE CREEK

**THIS SEVENTH SUPPLEMENT TO AMENDED AND RESTATED DECLARATION OF HOMES ASSOCIATION AND COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF EAGLE CREEK** (this "Supplemental Declaration") is made and executed as of June 14, 2006, 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. The Developer has been developing and continues to develop a residential Subdivision known as Eagle Creek in the City of Lee's Summit (the "City"), Jackson County, Missouri. The real property constituting the Eagle Creek Subdivision (the "Property" or the "Eagle Creek Property") prior to the date of this Supplemental Declaration is legally described as shown on Exhibit C to the amended and restated Declaration identified in Recital B below as expanded pursuant to the Supplemental Declaration(s) shown on **EXHIBIT A** attached hereto.

B. The Developer has executed that certain Amended and Restated Declaration of Homes Association and Covenants, Conditions, Restrictions and Easements of Eagle Creek, dated May 30, 2003, which was recorded on June 4, 2003, under Document No. 2003I 0066203, Pages 1 – 48, in the Office of the Director of Records of Jackson County, Missouri, at Independence (the "Declaration"), pursuant to which Declaration the Developer continues to subject the Property to certain amended and modified covenants, conditions, restrictions and easements for the purpose of protecting the value and desirability of the Property. The Declaration amended and restated the previous Original Supplemented Declaration and Original Supplemented HOA Declaration identified and defined therein pursuant to which various parcels of property were made a part of the Subdivision. Pursuant to the Supplemental Declarations identified on **EXHIBIT A** attached hereto, the Developer has expanded the Property to include additional real property as described therein.

C. Pursuant to Section 17.2 of the amended and restated Declaration, prior to the "Turnover Date" (which has not yet occurred), the Developer has the unilateral right to amend, alter or modify the Declaration.

KANSAS CITY TITLE

**D.** Pursuant to Section 14.1 of the amended and restated Declaration, the Developer has the absolute unilateral right to expand the Property to include additional Lots (for Single Family Residences, Attached Patio Homes, Attached Townhomes or any combination thereof), Common Area, Restricted Common Areas and other property in the Subdivision and also other property that has not yet been subdivided or platted (the "Expansion Property").

**E.** On 10-23-, 2006, the Developer executed that certain subdivision plat entitled "EAGLE CREEK – ELEVENTH PLAT" (the "Eleventh 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 (the "Thirteenth Expansion Property"), which Eleventh Plat was approved on 8-3, 2006, by the City Council of the City, and was recorded on 10-23, 2006, under Document No. 2006E0111118, in said Director of Records' Office.

**F.** The Developer presently owns all of the Lots, tracts, Common Areas, Restricted Common Areas or other areas, if any, shown on the Eleventh Plat.

**G.** The 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 Thirteenth Expansion Property and to subject the Thirteenth Expansion Property to the covenants, conditions, restrictions and easements contained within the amended and restated Declaration and to further amend the Declaration as set forth below.

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

1. **Exercise of Right to Expand.** The 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 Thirteenth Expansion Property.

2. **Expansion Effective Upon Recording.** The expansion set forth above, shall be effective immediately upon filing the Eleventh Plat and this Supplemental Declaration of record in the Office of the Director of Records for Jackson County, Missouri, at Independence. Recording of the Eleventh 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 Thirteenth Expansion Property.

3. **Expansion of Definitions.** The definitions contained in the amended and restated Declaration are hereby expanded to encompass and refer to the Property, as expanded by the Eleventh Plat and this Supplemental Declaration to include the Thirteenth Expansion Property. For example, (i) "Lot" shall mean the Lots described in the amended and restated Declaration and in all prior plats described in the amended and restated Declaration, any subsequent plats and in the Eleventh Plat and (ii) all references to the Declaration shall mean the amended and restated Declaration as previously supplemented and 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 Thirteenth Expansion Property, shall be subject to all of the terms and conditions of the amended and restated Declaration immediately upon recording of the Eleventh Plat and this Supplemental Declaration in the Office of the Director of Records for Jackson County, Missouri, at Independence.

5. **Landscaping Reservations, Rights and Easements.** The south or southwest, as applicable, fifteen (15) feet of Lots 473, 474, 487, 488, 495 and 496 (which abut S.W. Eagle View Drive) of the Thirteenth Expansion Property (i.e. the Eleventh Plat) [the "Restricted Areas"] are hereby subjected to the following:

(a) The Developer, for itself and the Association, reserves and retains an exclusive perpetual easement over, along, across, through and under the Restricted Areas for the installation, location, erection, placement, construction, reconstruction, replacement, maintenance, operation and repair of landscaping and landscape features of any and all kinds including, without limitation, sod or seeding with grass, herbaceous plantings, planting of trees and shrubs of any and all kinds, sculptures or art works and fencing of any kind (i.e. split rail, white farm, wrought iron, cedar or otherwise) [collectively, the "Landscape Features"].

(b) The foregoing notwithstanding, until such time as the Developer or the Association installs any such Landscape Features (which it or they may, but shall not be obligated to, do at any time), the Owners of the Lots which contain the Restricted Areas shall sod or seed with grass and mow and maintain such Restricted Areas in good condition.

6. **Fencing Restriction on Certain Lots**. Lots 461 through and including 473, 474, 487, 488, 495 and 496 of the Thirteenth Expansion Property (i.e. the Eleventh Plat) are hereby further subjected to the following:

(a) Any fencing permitted on such Lots as set forth below shall be constructed of only natural cedar (unstained), dog eared pickets, no more than four (4) feet in height, with the finished side facing out, all 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 Lots as are approved in advance by the Review Committee upon application of a Lot Owner affected hereby.

7. **Private Open Space**. Tract J of the Eleventh Plat and the Thirteenth Expansion Property shall be used and maintained as private open space pursuant to the Declaration at the cost and expense of the Association.

8. **City's Common Property Requirements**. Pursuant to Section 5.520 of the City's Unified Development Ordinance, the Declaration is amended to include the following provisions and, in the event of any conflict between them and other provisions of the Declaration, these provisions shall control:

(a) The Common Areas and Restricted Common Areas previously platted and the following Tract of the Thirteenth Expansion Property and the Eleventh Plat are the common property as described in the City's Ordinance (the "Common Property"):

Tract J, EAGLE CREEK – ELEVENTH PLAT, a subdivision in Lee's Summit, Jackson County Missouri, according to the recorded plat thereof.

(b) The owners' association known as the Eagle Creek Homeowners Association (the "Association") shall be and has been established prior to the recording of any final plat or sale of any part of the property in the Eagle Creek subdivision (the "Development").

(c) The Common Property shall be owned by the Association.

(d) Ownership of any Lot in the Development shall not occur until the Association is formed (which has occurred) and ownership of all of the Common Property has been transferred to the Association.

(e) The Association shall own, manage, repair, maintain, replace, improve and operate the Common Property and keep it, and all improvements thereon, in good condition in accordance with and as required by the provisions of the Declaration.

(f) The Declaration's provisions (including these provisions) pertaining to the Common Property shall be permanent.

(g) All Owners (the "Lot Owners") within the Development are liable for the costs of maintenance of the Common Property and the costs of such maintenance shall be assessed proportionally against the Lot Owners in accordance with the Declaration, By-laws and rules of the Association.

(h) The Association shall provide liability insurance for the Common Property and shall pay all taxes for the Common Property.

(i) Membership in the Association shall be mandatory for each Lot Owner in the Development and any successive buyer of any Lot.

(j) Each Lot Owner, at the time of purchase, shall be furnished with a copy of the Declaration, as amended.

(k) The Association shall not be dissolved without the consent of the City, unless the maintenance responsibilities set forth herein are assigned, with the consent of the City, to a person or entity with the financial, legal and administrative ability to perform such obligations.

(l) In the event that any condition of the Common Property is determined to be a nuisance or in disrepair in violation of any provision of the Lee's Summit Property Maintenance Code, and such disrepair or nuisance is abated pursuant to procedures otherwise provided in the Property Maintenance Code, the costs to abate the nuisance created by the failure to maintain the Common Property shall be assessed proportionally against the individual Lots within the Development, in an equal amount per individual Lot, pursuant to the tax bill provisions of the Property Maintenance Code, and the amount caused by the Finance Director to be assessed annually by tax bill shall not exceed five percent (5%) of assessed valuation per individual Lot.

(m) In the event it is determined that the maintenance of any storm water conveyance, retention or detention facility located on the Common Property fails to meet any standard set forth in the applicable final development plan, or final plat if no final development plan is required, and such failure is abated by the City pursuant to the procedures of its ordinances or codes, upon completion of the work and certification by the Director of Public Works that the deficiency has been abated, the 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 therefore, or add the costs thereof to the annual real estate tax bill, at the Finance Director's option, proportionally against the individual Lots within the Development, in an equal amount per individual Lot, the amount caused by the Finance Director to be assessed annually by tax bill shall not exceed five percent (5%) of assessed valuation per individual Lot, the tax bill from the date of its issuance shall be a first 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, each special tax bill shall be issued by the City Clerk and delivered to the City Finance Director on or before the first day of June of each year, and such tax bill, if not paid when due, shall bear interest at the rate of eight percent (8%).

(n) The City shall be a third party beneficiary of all provisions herein pertaining to the assessment of costs for maintenance of storm water conveyance, retention or detention facilities on the Common Property, and such provisions shall not be modified or amended without the written consent of the City.

9. **Ratification of Amended and Restated 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, the Thirteenth Expansion Property or any Lots, Tracts, Commons Areas or Restricted Common Areas otherwise subject to the terms hereof.

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

**All signatures must be in black ink!**

**DEVELOPER:**

**HUNT MIDWEST REAL ESTATE DEVELOPMENT, INC.**

{Corporate Seal}

By: Jim Reynolds, VP

Jim H. Reynolds, Vice President and General Manager of Residential Development

ATTEST:

By: _____
Clayton L. Holder, Asst Sec.

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

On this 14th day of June, 2006, before me, the undersigned Notary Public in and for said County and State, personally appeared Ora H. Reynolds, who, being by me first duly sworn, did say that she is the Vice President and General Manager of Residential Development of Hunt Midwest Real Estate Development, Inc., a Missouri corporation, that she executed the foregoing instrument on behalf of said corporation under and with the authority of its Board of Directors and that she acknowledged that she so executed the same as the free act and deed of said corporation for the purposes therein stated.

(Notary Seal)

DONNA K. WILLIS
Notary Public - Notary Seal
State of Missouri - County of Clay
My Commission Expires Nov. 1, 2009
Commission #05521936

Donna K Willis
Signature of Notary Public

DONNA K. WILLIS
Notary Public - Notary Seal
State of Missouri - County of Clay
My Commission Expires Nov. 1, 2009
Commission #05521936

Typed or Printed Name of Notary

My Commission expires:

11/1/09

**EXHIBIT A**
**TO**
**SEVENTH SUPPLEMENT TO AMENDED AND RESTATED**
**DECLARATION OF HOMES ASSOCIATION AND**
**COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF EAGLE CREEK**

**SUMMARY OF SUPPLEMENTS**

| DATE EXECUTED/ DATE RECORDED | RECORDING INFO. | SUPPLEMENT # | INFORMATION |
|---|---|---|---|
| 05-30-03/06-04-03 | Doc #2003I 0066203 (Pages 1 – 48) | Original | Amended and Restated Declaration of Homes Association and Covenants, Conditions, Restrictions and Easements |
| 06-04-03/06-09-03 | Doc #2003I 0068065 (Pages 1 – 4) | First | Eagle Creek – Townhomes – 1st Plat |
| 09-26-03/10/14/03 | Doc #2003I 0126509 (Pages 1 – 6) | Second | Eagle Creek – 8th Plat |
| 07-12-04/07-16-04 | Doc #2004I 0068231 (Pages 1 – 5) | Third | Eagle Creek – 9th Plat |
| 03-17-05/03-22-05 | Doc #2005I0023175 (Pages 1 – 7) | Fourth | Eagle Creek – 9th Plat – Imposed Fencing Restrictions on Lots 349 through 364 |
| 10-14-05/10-28-05 | Doc #2005I0096058 (Pages 1 – 5) | Fifth | Eagle Creek – 10th Plat |
| 11-08-05/11-09-05 | Doc #2005I0100013 (Pages 1 – 5) | Sixth | Eagle Creek – Townhomes – 2nd Plat |

**EXHIBIT B**
**TO**
**SEVENTH SUPPLEMENT TO AMENDED AND RESTATED**
**DECLARATION OF HOMES ASSOCIATION AND**
**COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF EAGLE CREEK**

**Legal Description of Thirteenth Expansion Property:**

Lots 454 through 509, inclusive, and Tract J, EAGLE CREEK – ELEVENTH PLAT, a subdivision in Lee's Summit, Jackson County, Missouri, according to the recorded plat thereof.

**Legal Description of Thirteenth Expansion Property Prior to Platting:**

A subdivision of land in the Northeast and Northwest Quarters of Section 23, Township 47, Range 32, City of Lee's Summit, Jackson County, Missouri, being bounded and described as follows:

Commencing at the Northeast corner of said Northeast Quarter; thence North 87°37'40" West along the North line of said Northeast Quarter, 1702.61 feet to the Northwest corner of Lot D, EAGLE CREEK TOWNHOMES – SECOND PLAT, a subdivision in the City of Lee's Summit, Jackson County, Missouri, said point being the True Point of Beginning of the tract to be herein described; thence South 02°46'08" West along the Westerly line of said Lot D, 219.50 feet to the Southwest corner of said Lot D; thence South 67°08'49" West along the North line of Lot A, EAGLE CREEK TOWNHOMES – FIRST PLAT, a subdivision in the City of Lee's Summit, Jackson County, Missouri, 345.88 feet; thence South 02°46'08" West along the Westerly line of said Lot A, 701.26 feet to a point on the Northerly right-of-way line of SW Eagle View Drive, as now established, also being the Northerly line of EAGLE CREEK – SEVENTH PLAT, a subdivision in the City of Lee's Summit, Jackson County, Missouri; thence Westerly along said Northerly right-of-way line, on a curve to the right, having an initial tangent bearing of North 86°53'05" West, a radius of 770.00 feet, a central angle of 12°33'17", an arc distance of 168.72 feet; thence North 74°19'48" West along said Northerly right-of-way line, 0.13 feet; thence Northerly along said Northerly right-of-way line, on a curve to the right, tangent to the last described course, having a radius of 25.00 feet, a central angle of 90°00'00", an arc distance of 39.27 feet; thence North 74°19'48" West along said Northerly right-of-way line, 50.00 feet; thence Southerly along said Northerly right-of-way line, on a curve to the right, having an initial tangent bearing of South 15°40'12" West, a radius of 25.00 feet, a central angle of 90°00'00", an arc distance of 39.27 feet; thence North 74°19'48" West along said Northerly right-of-way line, 210.02 feet; thence Northerly along said Northerly right-of-way line, on a curve to the right, tangent to the last described course, having a radius of 25.00 feet, a central angle of 89°34'30", an arc distance of 39.08 feet; thence North 73°51'59" West along said Northerly right-of-way line, 50.01 feet; thence Southerly along said Northerly right-of-way line, on a curve to the right, having an initial tangent bearing of South 15°10'04" West, a radius of 25.00 feet, a central angle of 90°30'08", an arc distance of 39.49 feet; thence North 74°19'48" West along said Northerly right-of-way line, 234.54 feet; thence Northerly along said Northerly right-of-way line, on a curve to the right, tangent to the last described course, having a radius of 25.00 feet, a central angle of 90°00'00", an arc distance of 39.27 feet; thence North 74°19'48" West along said Northerly right-of-way line, 50.00 feet; thence Southerly along said Northerly right-of-way line, on a curve to the right having an initial tangent bearing of South 15°40'12" West, a radius of 25.00 feet, a central angle of 90°00'00", an arc distance of 39.27 feet; thence North 74°19'48" West along said Northerly right-of-way line, 130.00 feet; thence North 13°45'40" East, 260.21 feet; thence North 23°37'05" East, 100.82 feet; thence North 42°55'00" East, 100.95 feet; thence North 56°58'50" East, 100.01 feet; thence North 70°36'01" East, 99.08 feet; thence North 83°03'39" East, 98.49 feet; thence South 87°37'40" East, 223.00 feet; thence North 02°22'20" East, 310.00 feet to a point on the aforementioned North line of said Northeast Quarter; thence South 87°37'40" East along said North line, 690.36 feet to the True Point of Beginning. Containing 18.91 acres, more or less.

**NOTE:** The above-described Property has been platted. The recording information identifying such Plat is shown in Recital E of the Supplemental Declaration to which this **Exhibit B** is attached. JA 56 466



KANSAS CITY TITLE
201 W. LEXINGTON, #301
INDEPENDENCE, MO 64050

RECORDER'S CERTIFICATION
JACKSON COUNTY, MISSOURI
10/26/2006 03:48:13 PM
INSTRUMENT TYPE: REST FEE: $36.00 6 Pages

INSTRUMENT NUMBER/BOOK & PAGE:

2006E0112929

ROBERT T. KELLY, DIRECTOR, RECORDER OF DEEDS

**(ABOVE SPACE RESERVED FOR RECORDER OF DEEDS' USE)**

| | |
|---|---|
| Document Title: | Eighth Supplement to Amended and Restated Declaration of Homes Association and Covenants, Conditions, Restrictions and Easements of Eagle Creek |
| Document Date: | October 23, 2006 |
| Grantors Names: | Hunt Midwest Real Estate Development, Inc. |
| Grantee Name: | N/A |
| Statutory Address: | Suite 100, 8300 N.E. Underground Drive, Kansas City, Missouri 64161 |
| Legal Description: | See Exhibit B attached |
| Reference Book and Page: | Amended and Restated Declaration of Homes Association and Covenants, Conditions, Restrictions and Easements of Eagle Creek, Document No. 2003I 0066203, Pages 1 - 48 |

# EIGHTH SUPPLEMENT TO AMENDED AND RESTATED DECLARATION OF HOMES ASSOCIATION AND COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF EAGLE CREEK

**THIS EIGHTH SUPPLEMENT TO AMENDED AND RESTATED DECLARATION OF HOMES ASSOCIATION AND COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF EAGLE CREEK** (this "Supplemental Declaration") is made and executed as of October 23, 2006, 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.** The Developer has been developing and continues to develop a residential Subdivision known as Eagle Creek in the City of Lee's Summit (the "City"), Jackson County, Missouri. The real property constituting the Eagle Creek Subdivision (the "Property" or the "Eagle Creek Property") prior to the date of this Supplemental Declaration is legally described as shown on Exhibit C to the amended and restated Declaration identified in Recital B below as expanded pursuant to the Supplemental Declaration(s) shown on **EXHIBIT A** attached hereto.

**B.** The Developer has executed that certain Amended and Restated Declaration of Homes Association and Covenants, Conditions, Restrictions and Easements of Eagle Creek, dated May 30, 2003, which was recorded on June 4, 2003, under Document No. 2003I 0066203, Pages 1 – 48, in the Office of the Director of Records of Jackson County, Missouri, at Independence (the "Declaration"), pursuant to which Declaration the Developer continues to subject the Property to certain amended and modified covenants, conditions, restrictions and easements for the purpose of protecting the value and desirability of the Property. The Declaration amended and restated the previous Original Supplemented Declaration and Original Supplemented HOA Declaration identified and defined therein pursuant to which various parcels of property were made a part of the Subdivision. Pursuant to the Supplemental Declarations identified on **EXHIBIT A** attached hereto, the Developer has expanded the Property to include additional real property as described therein.

**C.** Pursuant to Section 17.2 of the amended and restated Declaration, prior to the "Turnover Date" (which has not yet occurred), the Developer has the unilateral right to amend, alter or modify the Declaration.

**D.** Pursuant to Section 14.1 of the amended and restated Declaration, the Developer has the absolute unilateral right to expand the Property to include additional Lots (for Single Family Residences, Attached Patio Homes, Attached Townhomes or any combination thereof), Common Area, Restricted Common Areas and other property in the Subdivision and also other property that has not yet been subdivided or platted (the "Expansion Property").

**E.** On SEPTEMBER 29, 2006, the Developer executed that certain subdivision plat entitled "EAGLE CREEK TOWNHOMES – THIRD PLAT" (the "Townhomes 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 (the "Fourteenth Expansion Property"), which Townhomes Third Plat was approved on AUGUST 17, 2006, 2006, by the City Council of the City, and was recorded on 10-26, 2006, under Document No. 2006E0112927, in said Director of Records' Office.

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

**G.** The 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 Fourteenth Expansion Property and to subject the Fourteenth Expansion Property to the covenants, conditions, restrictions and easements contained within the amended and restated Declaration.

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

1. **Exercise of Right to Expand**. The 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 Fourteenth Expansion Property.

2. **Expansion Effective Upon Recording**. The expansion set forth above, shall be effective immediately upon filing the Townhomes Third Plat and this Supplemental Declaration of record in the Office of the Director of Records for Jackson County, Missouri, at Independence. Recording of the Townhomes 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 Fourteenth Expansion Property.

3. **Expansion of Definitions**. The definitions contained in the amended and restated Declaration are hereby expanded to encompass and refer to the Property, as expanded by the Townhomes Third Plat and this Supplemental Declaration to include the Fourteenth Expansion Property. For example, (i) "Lot" shall mean the Lots described in the amended and restated Declaration and in all prior plats described in the amended and restated Declaration, any subsequent plats and in the Townhomes Third Plat and (ii) all references to the Declaration shall mean the amended and restated Declaration as previously supplemented and 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 Fourteenth Expansion Property, shall be subject to all of the terms and conditions of the amended and restated Declaration immediately upon recording of the Townhomes Third Plat and this Supplemental Declaration in the Office of the Director of Records for Jackson County, Missouri, at Independence.

5. **City's Common Property Requirements**. Pursuant to Section 5.520 of the City's Unified Development Ordinance, the Declaration is amended to include the following provisions and, in the event of any conflict between them and other provisions of the Declaration, these provisions shall control:

(a) The Common Areas and Restricted Common Areas of the Fourteenth Expansion Property and the Townhomes Third Plat, either shown therein or to be subsequently created by lot split or minor subdivision, are the common property as described in the City's Ordinance (the "Common Property").

(b) The owners' association known as the Eagle Creek Homeowners Association (the "Association") shall be and has been established prior to the recording of any final plat or sale of any part of the property in the Eagle Creek subdivision (the "Development").

(c) The Common Property shall be owned by the Association.

(d) Ownership of any Lot in the Development shall not occur until the Association is formed (which has occurred) and ownership of all of the Common Property has been transferred to the Association.

(e) The Association shall own, manage, repair, maintain, replace, improve and operate the Common Property and keep it, and all improvements thereon, in good condition in accordance with and as required by the provisions of the Declaration.

(f) The Declaration's provisions (including these provisions) pertaining to the Common Property shall be permanent.

(g) All Owners (the "Lot Owners") within the Development are liable for the costs of maintenance of the Common Property and the costs of such maintenance shall be assessed proportionally against the Lot Owners in accordance with the Declaration, By-laws and rules of the Association.

(h) The Association shall provide liability insurance for the Common Property and shall pay all taxes for the Common Property.

(i) Membership in the Association shall be mandatory for each Lot Owner in the Development and any successive buyer of any Lot.

(j) Each Lot Owner, at the time of purchase, shall be furnished with a copy of the Declaration, as amended.

(k) The Association shall not be dissolved without the consent of the City, unless the maintenance responsibilities set forth herein are assigned, with the consent of the City, to a person or entity with the financial, legal and administrative ability to perform such obligations.

(l) In the event that any condition of the Common Property is determined to be a nuisance or in disrepair in violation of any provision of the Lee's Summit Property Maintenance Code, and such disrepair or nuisance is abated pursuant to procedures otherwise provided in the Property Maintenance Code, the costs to abate the nuisance created by the failure to maintain the Common Property shall be assessed proportionally against the individual Lots within the Development, in an equal amount per individual Lot, pursuant to the tax bill provisions of the Property Maintenance Code, and the amount caused by the Finance Director to be assessed annually by tax bill shall not exceed five percent (5%) of assessed valuation per individual Lot.

(m) In the event it is determined that the maintenance of any storm water conveyance, retention or detention facility located on the Common Property fails to meet any standard set forth in the applicable final development plan, or final plat if no final development plan is required, and such failure is abated by the City pursuant to the procedures of its ordinances or codes, upon completion of the work and certification by the Director of Public Works that the deficiency has been abated, the 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 therefore, or add the costs thereof to the annual real estate tax bill, at the Finance Director's option, proportionally against the individual Lots within the Development, in an equal amount per individual Lot, the amount caused by the Finance Director to be assessed annually by tax bill shall not exceed five percent

(5%) of assessed valuation per individual Lot, the tax bill from the date of its issuance shall be a first 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, each special tax bill shall be issued by the City Clerk and delivered to the City Finance Director on or before the first day of June of each year, and such tax bill, if not paid when due, shall bear interest at the rate of eight percent (8%).

(n) The City shall be a third party beneficiary of all provisions herein pertaining to the assessment of costs for maintenance of storm water conveyance, retention or detention facilities on the Common Property, and such provisions shall not be modified or amended without the written consent of the City.

6. **Ratification of Amended and Restated 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, the Fourteenth Expansion Property or any Lots, Tracts, Commons Areas or Restricted Common Areas otherwise subject to the terms hereof.

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

**All signatures must be in black ink!**

**DEVELOPER:**

**HUNT MIDWEST REAL ESTATE DEVELOPMENT, INC.**

{Corporate Seal}

By: Ora H Reynolds, Vice Pres.
Ora H. Reynolds, Vice President and General Manager
of Residential Development

ATTEST:

By: Donald K. Hagan
Donald K. Hagan, Secretary

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

On this 23rd day of October, 2006, before me, the undersigned Notary Public in and for said County and State, personally appeared Ora H. Reynolds, who, being by me first duly sworn, did say that she is the Vice President and General Manager of Residential Development of Hunt Midwest Real Estate Development, Inc., a Missouri corporation, that she executed the foregoing instrument on behalf of said corporation under and with the authority of its Board of Directors and that she acknowledged that she so executed the same as the free act and deed of said corporation for the purposes therein stated.

DONNA K. WILLIS
Notary Public - Notary Seal
State of Missouri - County of Clay
My Commission Expires Nov. 1, 2009
Commission #05521936

(Notary Seal)

Signature of Notary Public

DONNA K. WILLIS
Notary Public - Notary Seal
State of Missouri - County of Clay
My Commission Expires Nov. 1, 2009
Commission #05521936

Typed or Printed Name of Notary

My Commission expires:

11/1/09

**EXHIBIT A**
**TO**
**EIGHTH SUPPLEMENT TO AMENDED AND RESTATED**
**DECLARATION OF HOMES ASSOCIATION AND**
**COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS**
**OF EAGLE CREEK**

**SUMMARY OF SUPPLEMENTS**

| DATE EXECUTED/ DATE RECORDED | RECORDING INFO. | SUPPLEMENT # | INFORMATION |
|---|---|---|---|
| 05-30-03/06-04-03 | Doc #2003I 0066203 (Pages 1 – 48) | Original | Amended and Restated Declaration of Homes Association and Covenants, Conditions, Restrictions and Easements |
| 06-04-03/06-09-03 | Doc #2003I 0068065 (Pages 1 – 4) | First | Eagle Creek – Townhomes – 1st Plat |
| 09-26-03/10/14/03 | Doc #2003I 0126509 (Pages 1 – 6) | Second | Eagle Creek – 8th Plat |
| 07-12-04/07-16-04 | Doc #2004I 0068231 (Pages 1 – 5) | Third | Eagle Creek – 9th Plat |
| 03-17-05/03-22-05 | Doc #2005I0023175 (Pages 1 – 7) | Fourth | Eagle Creek – 9th Plat – Imposed Fencing Restrictions on Lots 349 through 364 |
| 10-14-05/10-28-05 | Doc #2005I0096058 (Pages 1 – 5) | Fifth | Eagle Creek – 10th Plat |
| 11-08-05/11-09-05 | Doc #2005I0100013 (Pages 1 – 5) | Sixth | Eagle Creek – Townhomes – 2nd Plat |
| | | Seventh | Eagle Creek – 11th Plat |

**EXHIBIT B**
**TO**
**EIGHTH SUPPLEMENT TO AMENDED AND RESTATED**
**DECLARATION OF HOMES ASSOCIATION AND**
**COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS**
**OF EAGLE CREEK**

**Legal Description of Fourteenth Expansion Property:**

Lots H, I and J, EAGLE CREEK TOWNHOMES – THIRD PLAT, a subdivision in Lee's Summit, Jackson County, Missouri, according to the recorded plat thereof.

**Legal Description of Fourteenth Expansion Property Prior to Platting:**

A subdivision of land in the Northeast Quarter of Section 23, Township 47, Range 32, City of Lee's Summit, Jackson County, Missouri, being bounded and described as follows:

Commencing at the Northeast corner of said Northeast Quarter; thence North 87°37'40" West along the North line of said Northeast Quarter, 631.29 feet to the True Point of Beginning of the tract to be herein described; thence South 03°10'35" East, 133.02 feet; thence North 86°49'25" East, 15.68 feet; thence South 03°10'35" East, 169.46 feet; thence South 65°49'02" East, 78.96 feet; thence South 00°25'27" West, 331.38 feet to the North right-of-way line of SW EAGLE VIEW DRIVE, as now established; thence North 88°08'52" West along said North line, 237.84 feet; thence Westerly along said North line, on a curve to the left, tangent to the last described course, having a radius of 1362.00 feet, a central angle of 04°38'19", an arc distance of 110.26 feet to the Southeast corner of Lot G, EAGLE CREEK TOWNHOMES - SECOND PLAT, a subdivision of land in Lee's Summit, Jackson County, Missouri; thence North 02°22'59" West along the East line of said Lot G, EAGLE CREEK TOWNHOMES - SECOND PLAT, 353.59 feet; thence South 88°56'32" West along the North line of said Lot G, 202.18 feet to a point on the East right-of-way line of Suncatcher Road, as now established; thence Northerly along said East line, on a curve to the right, having an initial tangent bearing of North 01°03'28" West, a radius of 525.00 feet, a central angle of 05°14'45", an arc distance of 48.07 feet; thence North 04°11'16" East along said East line, 75.15 feet; thence Northeasterly along said East line on a curve to the right, tangent to the last described course, having a radius of 15.00 feet, a central angle of 90°00'00", an arc distance of 23.56 feet; thence North 04°11'16" East, 50.00 feet to a point on the North right-of-way line Timbertrace Lane, as now established; thence North 85°48'44" West, along said North line, 50.73 feet to the Southeast corner of Lot F, of said EAGLE CREEK TOWNHOMES – SECOND PLAT; thence North 04°11'16" East, along the East line of said Lot F, 138.22 feet to the Northeast corner of said Lot F, being a point on the North line of said Northeast Quarter; thence South 87°37'40" East along said North line, 477.21 feet to the True Point of Beginning. Containing 6.38 acres, more or less.

**NOTE:** The above-described Property has been platted. The recording information identifying such Plat is shown in Recital E of the Supplemental Declaration to which this **Exhibit B** is attached.

RECORDER'S CERTIFICATION
JACKSON COUNTY, MISSOURI
07/22/2011 12:09:39 PM
INSTRUMENT TYPE: REST FEE: $39.00 7 Pages



INSTRUMENT NUMBER/BOOK & PAGE:
2011E0067745

ROBERT T. KELLY, DIRECTOR, RECORDER OF DEEDS

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| | |
|---|---|
| Title of Document: | **Ninth Supplement to Amended and Restated Declaration of Homes Association and Covenants, Conditions, Restrictions and Easements of Eagle Creek** |
| Date of Document: | July 12, 2011 |
| Grantor(s) | **Hunt Midwest Real Estate Development, Inc.** |
| Grantee(s): | **N/A** |
| Grantor(s) Address: | **8300 N.E. Underground Drive, Kansas City, Mo. 64161** |

Legal Description: Eagle Creek – Tweflth Plat, Lots 510 thru 556, Inclusive, a subdivision in Lee's Summit, Jackson County, Missouri.

Reference Document No.(s) 2003I0066203, 2003I0068065, 2003I0126509, 2004I0068231, 2005I0023175, 2005I0100013, 2006E0111119, 2006E0112929

KANSAS CITY TITLE
150556

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

**(ABOVE SPACE RESERVED FOR RECORDER OF DEEDS' USE)**

| | |
|---|---|
| Document Title: | Ninth Supplement to Amended and Restated Declaration of Homes Association and Covenants, Conditions, Restrictions and Easements of Eagle Creek |
| Document Date: | July 12, 2011 |
| Grantors Names: | Hunt Midwest Real Estate Development, Inc. |
| Grantee Name: | N/A |
| Statutory Address: | Suite 100, 8300 N.E. Underground Drive, Kansas City, Missouri 64161 |
| Legal Description: | See Exhibit B attached |
| Reference Book and Page: | Amended and Restated Declaration of Homes Association and Covenants, Conditions, Restrictions and Easements of Eagle Creek, Document No. 2003I 0066203, Pages 1 - 48 |

# NINTH SUPPLEMENT TO AMENDED AND RESTATED DECLARATION OF HOMES ASSOCIATION AND COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF EAGLE CREEK

**THIS NINTH SUPPLEMENT TO AMENDED AND RESTATED DECLARATION OF HOMES ASSOCIATION AND COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF EAGLE CREEK** (this "Supplemental Declaration") is made and executed as of July 12, 2011, 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.** The Developer has been developing and continues to develop a residential Subdivision known as Eagle Creek in the City of Lee's Summit (the "City"), Jackson County, Missouri. The real property constituting the Eagle Creek Subdivision (the "Property" or the "Eagle Creek Property") prior to the date of this Supplemental Declaration is legally described as shown on Exhibit C to the amended and restated Declaration identified in Recital B below as expanded pursuant to the Supplemental Declarations shown on **EXHIBIT A** attached hereto.

**B.** The Developer has executed that certain Amended and Restated Declaration of Homes Association and Covenants, Conditions, Restrictions and Easements of Eagle Creek, dated May 30, 2003, which was recorded on June 4, 2003, under Document No. 2003I 0066203, Pages 1 – 48, in the Office of the Director of Records of Jackson County, Missouri, at Independence (the "Declaration"), pursuant to which Declaration the Developer continues to subject the Property to certain amended and modified covenants, conditions, restrictions and easements for the purpose of protecting the value and desirability of the Property. The Declaration amended and restated the previous Original Supplemented Declaration and Original Supplemented HOA Declaration identified and defined therein pursuant to which various parcels of property were made a part of the Subdivision. Pursuant to the Supplemental Declarations identified on **EXHIBIT A** attached hereto, the Developer has expanded the Property to include additional real property as described therein.

**C.** Pursuant to Section 17.2 of the amended and restated Declaration, prior to the "Turnover Date" (which has not yet occurred), the Developer has the unilateral right to amend, alter or modify the Declaration.

**D.** Pursuant to Section 14.1 of the amended and restated Declaration, the Developer has the absolute unilateral right to expand the Property to include additional Lots (for Single Family Residences, Attached Patio Homes, Attached Townhomes or any combination thereof), Common Area, Restricted Common Areas and other property in the Subdivision and also other property that has not yet been subdivided or platted (the "Expansion Property").

**E.** On June 22, 2011, 2011, the Developer executed that certain subdivision plat entitled "EAGLE CREEK – TWELFTH PLAT" (the "Twelfth 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 (the "Fifteenth Expansion Property"), which Twelfth Plat was approved on July 13, 2011, by the City Council of the City, and was recorded on 7-22-11, 2011, under Document No. 2011E0067744, in said Director of Records' Office.

**F.** The Developer presently owns all of the Lots, tracts, Common Areas, Restricted Common Areas or other areas, if any, shown on the Twelfth Plat.

**G.** The 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 Fifteenth Expansion Property and to subject the Fifteenth Expansion Property to the covenants, conditions, restrictions and easements contained within the amended and restated Declaration.

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

1. **Exercise of Right to Expand**. The 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 Fifteenth Expansion Property.

2. **Expansion Effective Upon Recording**. The expansion set forth above, shall be effective immediately upon filing the Twelfth Plat and this Supplemental Declaration of record in the Office of the Director of Records for Jackson County, Missouri, at Independence. Recording of the Twelfth 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 Fifteenth Expansion Property.

3. **Expansion of Definitions**. The definitions contained in the amended and restated Declaration are hereby expanded to encompass and refer to the Property, as expanded by the Twelfth Plat and this Supplemental Declaration to include the Fifteenth Expansion Property. For example, (i) "Lot" shall mean the Lots described in the amended and restated Declaration and in all prior plats described in the amended and restated Declaration, any subsequent plats and in the Twelfth Plat and (ii) all references to the Declaration shall mean the amended and restated Declaration as previously supplemented and 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 Fifteenth Expansion Property, shall be subject to all of the terms and conditions of the amended and restated Declaration immediately upon recording of the Twelfth Plat and this Supplemental Declaration in the Office of the Director of Records for Jackson County, Missouri, at Independence.

5. **Fencing Restriction on Certain Lots**. The Owners of Lots 524 and 525 of the Twelfth Plat and the Fifteenth Expansion Property are hereby further subjected to the following:

(a) Any fencing permitted on such Lots as set forth below shall be constructed of only natural cedar (unstained), dog eared pickets, no more than four (4) feet in height, with the finished side facing out, all 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 Lots as are approved in advance by the Review Committee upon application of a Lot Owner affected hereby.

6. **City's Common Property Requirements**. Pursuant to Section 5.520 of the City's Unified Development Ordinance, the Declaration is amended to include the following provisions and, in the event of any conflict between them and other provisions of the Declaration, these provisions shall control:

(a) The Common Areas and Restricted Common Areas of the Fifteenth Expansion Property and the Twelfth Plat, either shown therein, if any, or to be subsequently created by lot split or minor subdivision, are the common property as described in the City's Ordinance (the "Common Property").

(b) The owners' association known as the Eagle Creek Homeowners Association (the "Association") shall be and has been established prior to the recording of any final plat or sale of any part of the property in the Eagle Creek subdivision (the "Development").

(c) The Common Property shall be owned by the Association.

(d) Ownership of any Lot in the Development shall not occur until the Association is formed (which has occurred) and ownership of all of the Common Property has been transferred to the Association.

(e) The Association shall own, manage, repair, maintain, replace, improve and operate the Common Property and keep it, and all improvements thereon, in good condition in accordance with and as required by the provisions of the Declaration.

(f) The Declaration's provisions (including these provisions) pertaining to the Common Property shall be permanent.

(g) All Owners (the "Lot Owners") within the Development are liable for the costs of maintenance of the Common Property and the costs of such maintenance shall be assessed proportionally against the Lot Owners in accordance with the Declaration, By-laws and rules of the Association.

(h) The Association shall provide liability insurance for the Common Property and shall pay all taxes for the Common Property.

(i) Membership in the Association shall be mandatory for each Lot Owner in the Development and any successive buyer of any Lot.

(j) Each Lot Owner, at the time of purchase, shall be furnished with a copy of the Declaration, as amended.

(k) The Association shall not be dissolved without the consent of the City, unless the maintenance responsibilities set forth herein are assigned, with the consent of the City, to a person or entity with the financial, legal and administrative ability to perform such obligations.

(l) In the event that any condition of the Common Property is determined to be a nuisance or in disrepair in violation of any provision of the Lee's Summit Property Maintenance Code, and such disrepair or nuisance is abated pursuant to procedures otherwise provided in the Property Maintenance Code, the costs to abate the nuisance created by the failure to maintain the Common Property shall be assessed proportionally against the individual Lots within the Development, in an equal amount per individual Lot, pursuant to the tax bill provisions of the Property Maintenance Code, and the amount caused by the Finance Director to be assessed annually by tax bill shall not exceed five percent (5%) of assessed valuation per individual Lot.

(m) In the event it is determined that the maintenance of any storm water conveyance, retention or detention facility located on the Common Property fails to meet any standard set forth in the applicable final development plan, or final plat if no final development plan is required, and such failure is

abated by the City pursuant to the procedures of its ordinances or codes, upon completion of the work and certification by the Director of Public Works that the deficiency has been abated, the 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 therefore, or add the costs thereof to the annual real estate tax bill, at the Finance Director's option, proportionally against the individual Lots within the Development, in an equal amount per individual Lot, the amount caused by the Finance Director to be assessed annually by tax bill shall not exceed five percent (5%) of assessed valuation per individual Lot, the tax bill from the date of its issuance shall be a first 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, each special tax bill shall be issued by the City Clerk and delivered to the City Finance Director on or before the first day of June of each year, and such tax bill, if not paid when due, shall bear interest at the rate of eight percent (8%).

(n) The City shall be a third party beneficiary of all provisions herein pertaining to the assessment of costs for maintenance of storm water conveyance, retention or detention facilities on the Common Property, and such provisions shall not be modified or amended without the written consent of the City.

7. **Ratification of Amended and Restated 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, the Fifteenth Expansion Property or any Lots, Tracts, Commons Areas or Restricted Common Areas otherwise subject to the terms hereof.

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

**All signatures must be in black ink!**

**DEVELOPER: HUNT MIDWEST REAL ESTATE DEVELOPMENT, INC.**

{Corporate Seal}

By: Ora H Reynolds, Pres
Ora H. Reynolds, President

ATTEST:

By: Donald K. Hagan
Donald K. Hagan, Secretary

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

On this 12th day of July, 2011, before me, the undersigned Notary Public in and for said County and State, personally appeared Ora H. Reynolds, who, being by me first duly sworn, did say that she is the President of Hunt Midwest Real Estate Development, Inc., a Missouri corporation, that she executed the foregoing instrument on behalf of said corporation under and with the authority of its Board of Directors and that she acknowledged that she so executed the same as the free act and deed of said corporation for the purposes therein stated.

CONNIE S. THOMAS
Notary Public - Notary Seal
State of Missouri
Commissioned for Ray County
My Commission Expires: January 22, 2014
Commission Number: 10440209

Connie S Thomas
Signature of Notary Public

Connie S. Thomas
Typed or Printed Name of Notary

My Commission expires: 1-22-14

**EXHIBIT A**
**TO**
**NINTH SUPPLEMENT TO AMENDED AND RESTATED**
**DECLARATION OF HOMES ASSOCIATION AND**
**COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS**
**OF EAGLE CREEK**

**SUMMARY OF SUPPLEMENTS**

| DATE EXECUTED/ DATE RECORDED | RECORDING INFO. | SUPPLEMENT # | INFORMATION |
|---|---|---|---|
| 05-30-03/06-04-03 | Doc #2003I 0066203 (Pages 1 – 48) | Original | Amended and Restated Declaration of Homes Association and Covenants, Conditions, Restrictions and Easements |
| 06-04-03/06-09-03 | Doc #2003I 0068065 (Pages 1 – 4) | First | Eagle Creek – Townhomes – 1st Plat |
| 09-26-03/10/14/03 | Doc #2003I 0126509 (Pages 1 – 6) | Second | Eagle Creek – 8th Plat |
| 07-12-04/07-16-04 | Doc #2004I 0068231 (Pages 1 – 5) | Third | Eagle Creek – 9th Plat |
| 03-17-05/03-22-05 | Doc #2005I0023175 (Pages 1 – 7) | Fourth | Eagle Creek – 9th Plat – Imposed Fencing Restrictions on Lots 349 through 364 |
| 10-14-05/10-28-05 | Doc #2005I0096058 (Pages 1 – 5) | Fifth | Eagle Creek – 10th Plat |
| 11-08-05/11-09-05 | Doc #2005I0100013 (Pages 1 – 5) | Sixth | Eagle Creek – Townhomes – 2nd Plat |
| 06-14-06/10-23-06 | Doc #2006E0111119 (Pages 1 – 7) | Seventh | Eagle Creek – 11th Plat |
| 10-23-06/10-26-06 | Doc #2006E0112929 (Pages 1 – 6) | Eighth | Eagle Creek – Townhomes – 3rd Plat |

**EXHIBIT B**
**TO**
**NINTH SUPPLEMENT TO AMENDED AND RESTATED**
**DECLARATION OF HOMES ASSOCIATION AND**
**COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS**
**OF EAGLE CREEK**

**Legal Description of Fifteenth Expansion Property:**

Lots 510 through and including 556, EAGLE CREEK – TWELFTH PLAT, a subdivision in Lee's Summit, Jackson County, Missouri, according to the recorded plat thereof.

**Legal Description of Fifteenth Expansion Property Prior to Platting:**

A tract of land in the Northwest Quarter and Northeast Quarter of Section 23, Township 47 North, Range 32 West of the Fifty Principal Meridian, in the City of Lee's Summit, Jackson County, Missouri, being bounded and described as follows:

Commencing at the Northeast corner of the Northeast Quarter; thence North 87°37'40" West, along the North line of said Northeast Quarter, 2392.97 feet to the Northwest corner of Lot 509, EAGLE CREEK-ELEVENTH PLAT, a subdivision in the City of Lee's Summit, Jackson County, Missouri, said corner also being the Point of Beginning of the tract to be herein described; thence South 02°22'20" West, along the West line of said Lot 509 and 508 of said EAGLE CREEK-ELEVENTH PLAT, 310.00 feet to the Southwest corner of said Lot 508; thence North 87°37'40" West along the North line of Lots 506 to 504 of said EAGLE CREEK-ELEVENTH PLAT, 223.00 feet to the Northwest corner of said Lot 504; thence South 83°03'39" West along the North line of Lot 503 of said EAGLE CREEK-ELEVENTH PLAT, 98.49 feet to the Northwest corner of said Lot 503; thence South 70°36'01" West along the North line of Lot 502 of said EAGLE CREEK-ELEVENTH PLAT, 99.08 feet to the Northwest corner of said Lot 502; thence South 56°58'50" West along the North line of Lot 501 of said EAGLE CREEK-ELEVENTH PLAT, 100.01 feet to the Northwest corner of said Lot 501; thence South 42°55'00" West along the Northwest line of Lot 500 of said EAGLE CREEK-ELEVENTH PLAT, 100.95 feet to the Southwest corner of said Lot 500; thence South 23°37'05" West along the West line of Lot 499 of said EAGLE CREEK-ELEVENTH PLAT, 100.82 feet to the Southwest corner of said Lot 499; thence South 13°45'40" West along the West line of Lots 498 to 496 of said EAGLE CREEK-ELEVENTH PLAT, 260.21 feet to the Southwest corner of said Lot 496, said corner also being a point on the North right-of-way line of SW EAGLE VIEW DRIVE, as now established; thence North 74°19'48" West, along said North right-of-way line, 19.68 feet; thence Northwesterly, on a curve to the left, along said North right-of-way line, being tangent with the last described course, with a radius of 480.00 feet, a central angle of 11°46'24", an arc distance of 98.63 feet; thence Northerly, on a curve to the right, continuing along said North right-of-way line, being tangent with the last described course, with a radius of 25.00 feet, a central angle of 84°19'04", an arc distance of 36.79 feet; thence South 88°12'52" West, continuing along said North right-of-way line, 50.00 feet; thence Southwesterly, on a curve to the right, continuing along said North right-of-way line, having an initial tangent bearing of South 01°47'08" East, with a radius of 25.00 feet, a central angle of 84°19'04", an arc distance of 36.79 feet; thence Westerly, on a curve to the left, continuing along said North right-of-way line, being tangent with the last described course, with a radius of 480.00 feet, a central angle of 12°53'15", an arc distance of 107.97 feet; thence North 01°37'42" West, 117.75 feet; thence North 05°54'26" East, 80.68 feet; thence North 12°01'59" East, 80.68 feet; thence North 15°32'15" East, 90.42 feet; thence North 12°31'01" East, 50.00 feet; thence North 31°26'22" East, 162.19 feet; thence North 87°35'47" West, 420.00 feet; thence North 02°24'13" East, 310.00 feet to a point on the North line of the Northwest Quarter of said Section 23; thence South 87°35'47" East, along said North line, 1001.10 feet to the Northeast corner of said Northwest Quarter; thence South 87°37'40" East along the North line of the Northeast Quarter of said Section 23, 262.51 feet to the Point of Beginning. Containing 592,851 square feet or 13.61 acres, more or less.

**NOTE:** The above-described Property has been platted. The recording information identifying such Plat is shown in Recital E of the Supplemental Declaration to which this **Exhibit B** is attached.

**ELECTRONICALLY RECORDED**
JACKSON COUNTY, MISSOURI
**01/22/2014 02:41:00 PM**
REST FEE: $ 36.00 6 Pages

INSTRUMENT NUMBER:
**2014E0005951**

**(ABOVE SPACE RESERVED FOR RECORDER OF DEEDS' USE)**

| | |
|---|---|
| Document Title: | Tenth Supplement to Amended and Restated Declaration of Homes Association and Covenants, Conditions, Restrictions and Easements of Eagle Creek |
| Document Date: | 9 23, 2013 |
| Grantors Names: | Hunt Midwest Real Estate Development, Inc. |
| Grantee Name: | Hunt Midwest Real Estate Development, Inc. |
| Statutory Address: | Suite 100, 8300 N.E. Underground Drive, Kansas City, Missouri 64161 |
| Legal Description: | See Exhibit B attached |
| Reference Book and Page: | Amended and Restated Declaration of Homes Association and Covenants, Conditions, Restrictions and Easements of Eagle Creek, Document No. 2003I 0066203, Pages 1 - 48 |

# TENTH SUPPLEMENT TO AMENDED AND RESTATED DECLARATION OF HOMES ASSOCIATION AND COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF EAGLE CREEK

**THIS TENTH SUPPLEMENT TO AMENDED AND RESTATED DECLARATION OF HOMES ASSOCIATION AND COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF EAGLE CREEK** (this "Supplemental Declaration") is made and executed as of 9 23, 2013, 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.** The Developer has been developing and continues to develop a residential Subdivision known as Eagle Creek in the City of Lee's Summit (the "City"), Jackson County, Missouri. The real property constituting the Eagle Creek Subdivision (the "Property" or the "Eagle Creek Property") prior to the date of this Supplemental Declaration is legally described as shown on Exhibit C to the amended and restated Declaration identified in Recital B below as expanded pursuant to the Supplemental Declarations shown on **EXHIBIT A** attached hereto.

**B.** The Developer has executed that certain Amended and Restated Declaration of Homes Association and Covenants, Conditions, Restrictions and Easements of Eagle Creek, dated May 30, 2003, which was recorded on June 4, 2003, under Document No. 2003I 0066203, Pages 1 – 48, in the Office of the Director of Records of Jackson County, Missouri, at Independence (the "Declaration"), pursuant to which Declaration the Developer continues to subject the Property to certain amended and modified covenants, conditions, restrictions and easements for the purpose of protecting the value and desirability of the Property. The Declaration amended and restated the previous Original Supplemented Declaration and Original Supplemented HOA Declaration identified and defined therein pursuant to which various parcels of property were made a part of the Subdivision. Pursuant to the Supplemental Declarations identified on **EXHIBIT A** attached hereto, the Developer has expanded the Property to include additional real property as described therein.

**C.** Pursuant to Section 17.2 of the amended and restated Declaration, prior to the "Turnover Date" (which has not yet occurred), the Developer has the unilateral right to amend, alter or modify the Declaration.

171053
KANSAS CITY TITLE

**D.** Pursuant to Section 14.1 of the amended and restated Declaration, the Developer has the absolute unilateral right to expand the Property to include additional Lots (for Single Family Residences, Attached Patio Homes, Attached Townhomes or any combination thereof), Common Area, Restricted Common Areas and other property in the Subdivision and also other property that has not yet been subdivided or platted (the "Expansion Property").

**E.** On 11-7, 2013, the Developer executed that certain subdivision plat entitled "EAGLE CREEK – THIRTEENTH PLAT" (the "Thirteenth 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 (the "Sixteenth Expansion Property"), which Thirteenth Plat was approved on 9-19, 2013, by the City Council of the City, and was recorded on 12-27-13, 2013, under Document No. 2013E0130001, in said Director of Records' Office.

**F.** The Developer presently owns all of the Lots, tracts, Common Areas, Restricted Common Areas or other areas, if any, shown on the Thirteenth Plat.

**G.** The 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 Sixteenth Expansion Property and to subject the Sixteenth Expansion Property to the covenants, conditions, restrictions and easements contained within the amended and restated Declaration.

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

1. **Exercise of Right to Expand**. The 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 Sixteenth Expansion Property.

2. **Expansion Effective Upon Recording**. The expansion set forth above, shall be effective immediately upon filing the Thirteenth Plat and this Supplemental Declaration of record in the Office of the Director of Records for Jackson County, Missouri, at Independence. Recording of the Thirteenth 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 Sixteenth Expansion Property.

3. **Expansion of Definitions**. The definitions contained in the amended and restated Declaration are hereby expanded to encompass and refer to the Property, as expanded by the Thirteenth Plat and this Supplemental Declaration to include the Sixteenth Expansion Property. For example, (i) "Lot" shall mean the Lots described in the amended and restated Declaration and in all prior plats described in the amended and restated Declaration, any subsequent plats and in the Thirteenth Plat and (ii) all references to the Declaration shall mean the amended and restated Declaration as previously supplemented and 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 Sixteenth Expansion Property, shall be subject to all of the terms and conditions of the amended and restated Declaration immediately upon recording of the Thirteenth Plat and this Supplemental Declaration in the Office of the Director of Records for Jackson County, Missouri, at Independence.

5. **Fencing Restriction on Certain Lots**. The Owners of Lots 557 and 563 through and including 595 of the Thirteenth Plat and the Sixteenth Expansion Property are hereby further subjected to the following:

(a) Any fencing permitted on such Lots as set forth below shall be constructed of only natural cedar (unstained), dog eared pickets, no more than four (4) feet in height, with the finished side facing out, all 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 Lots as are approved in advance by the Review Committee upon application of a Lot Owner affected hereby.

6. **City's Common Property Requirements**. Pursuant to Section 5.520 of the City's Unified Development Ordinance, the Declaration is amended to include the following provisions and, in the event of any conflict between them and other provisions of the Declaration, these provisions shall control:

(a) The Common Areas and Restricted Common Areas of the Sixteenth Expansion Property and the Thirteenth Plat, either shown therein, if any, or to be subsequently created by lot split or minor subdivision, are the common property as described in the City's Ordinance (the "Common Property").

(b) The owners' association known as the Eagle Creek Homeowners Association (the "Association") shall be and has been established prior to the recording of any final plat or sale of any part of the property in the Eagle Creek subdivision (the "Development").

(c) The Common Property shall be owned by the Association.

(d) Ownership of any Lot in the Development shall not occur until the Association is formed (which has occurred) and ownership of all of the Common Property has been transferred to the Association.

(e) The Association shall own, manage, repair, maintain, replace, improve and operate the Common Property and keep it, and all improvements thereon, in good condition in accordance with and as required by the provisions of the Declaration.

(f) The Declaration's provisions (including these provisions) pertaining to the Common Property shall be permanent.

(g) All Owners (the "Lot Owners") within the Development are liable for the costs of maintenance of the Common Property and the costs of such maintenance shall be assessed proportionally against the Lot Owners in accordance with the Declaration, By-laws and rules of the Association.

(h) The Association shall provide liability insurance for the Common Property and shall pay all taxes for the Common Property.

(i) Membership in the Association shall be mandatory for each Lot Owner in the Development and any successive buyer of any Lot.

(j) Each Lot Owner, at the time of purchase, shall be furnished with a copy of the Declaration, as amended.

(k) The Association shall not be dissolved without the consent of the City, unless the maintenance responsibilities set forth herein are assigned, with the consent of the City, to a person or entity with the financial, legal and administrative ability to perform such obligations.

(l) In the event that any condition of the Common Property is determined to be a nuisance or in disrepair in violation of any provision of the Lee's Summit Property Maintenance Code, and such disrepair or nuisance is abated pursuant to procedures otherwise provided in the Property Maintenance Code, the costs to abate the nuisance created by the failure to maintain the Common Property shall be assessed proportionally against the individual Lots within the Development, in an equal amount per individual Lot, pursuant to the tax bill provisions of the Property Maintenance Code, and the amount caused by the Finance Director to be assessed annually by tax bill shall not exceed five percent (5%) of assessed valuation per individual Lot.

(m) In the event it is determined that the maintenance of any storm water conveyance, retention or detention facility located on the Common Property fails to meet any standard set forth in the applicable final development plan, or final plat if no final development plan is required, and such failure is

abated by the City pursuant to the procedures of its ordinances or codes, upon completion of the work and certification by the Director of Public Works that the deficiency has been abated, the 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 therefore, or add the costs thereof to the annual real estate tax bill, at the Finance Director's option, proportionally against the individual Lots within the Development, in an equal amount per individual Lot, the amount caused by the Finance Director to be assessed annually by tax bill shall not exceed five percent (5%) of assessed valuation per individual Lot, the tax bill from the date of its issuance shall be a first 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, each special tax bill shall be issued by the City Clerk and delivered to the City Finance Director on or before the first day of June of each year, and such tax bill, if not paid when due, shall bear interest at the rate of eight percent (8%).

(n) The City shall be a third party beneficiary of all provisions herein pertaining to the assessment of costs for maintenance of storm water conveyance, retention or detention facilities on the Common Property, and such provisions shall not be modified or amended without the written consent of the City.

7. **Ratification of Amended and Restated 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, the Sixteenth Expansion Property or any Lots, Tracts, Commons Areas or Restricted Common Areas otherwise subject to the terms hereof.

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

**All signatures must be in black ink!**
{Corporate Seal}

**DEVELOPER: HUNT MIDWEST REAL ESTATE DEVELOPMENT, INC.**

By: Ora H Reynolds
Ora H. Reynolds, President

ATTEST:

By: Donald K Hagan
Donald K. Hagan, Secretary

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

On this 23rd day of September, 2013, before me, the undersigned Notary Public in and for said County and State, personally appeared Ora H. Reynolds, who, being by me first duly sworn, did say that she is the President of Hunt Midwest Real Estate Development, Inc., a Missouri corporation, that she executed the foregoing instrument on behalf of said corporation under and with the authority of its Board of Directors and that she acknowledged that she so executed the same as the free act and deed of said corporation for the purposes therein stated.

CONNIE S. THOMAS
Notary Public - Notary Seal
State of Missouri
Commissioned for Ray County
Commission Expires: January 22, 2014
Commission Number: 10440209

Connie S Thomas
Signature of Notary Public

Connie S Thomas
Typed or Printed Name of Notary

My Commission expires: 1-22-14

**EXHIBIT A**
**TO**
**TENTH SUPPLEMENT TO AMENDED AND RESTATED**
**DECLARATION OF HOMES ASSOCIATION AND**
**COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS**
**OF EAGLE CREEK**

**SUMMARY OF SUPPLEMENTS**

| DATE EXECUTED/ DATE RECORDED | RECORDING INFO. | SUPPLEMENT # | INFORMATION |
|---|---|---|---|
| 05-30-03/06-04-03 | Doc #2003I 0066203 (Pages 1 – 48) | Original | Amended and Restated Declaration of Homes Association and Covenants, Conditions, Restrictions and Easements |
| 06-04-03/06-09-03 | Doc #2003I 0068065 (Pages 1 – 4) | First | Eagle Creek – Townhomes – 1st Plat |
| 09-26-03/10/14/03 | Doc #2003I 0126509 (Pages 1 – 6) | Second | Eagle Creek – 8th Plat |
| 07-12-04/07-16-04 | Doc #2004I 0068231 (Pages 1 – 5) | Third | Eagle Creek – 9th Plat |
| 03-17-05/03-22-05 | Doc #2005I0023175 (Pages 1 – 7) | Fourth | Eagle Creek – 9th Plat – Imposed Fencing Restrictions on Lots 349 through 364 |
| 10-14-05/10-28-05 | Doc #2005I0096058 (Pages 1 – 5) | Fifth | Eagle Creek – 10th Plat |
| 11-08-05/11-09-05 | Doc #2005I0100013 (Pages 1 – 5) | Sixth | Eagle Creek – Townhomes – 2nd Plat |
| 06-14-06/10-23-06 | Doc #2006E0111119 (Pages 1 – 7) | Seventh | Eagle Creek – 11th Plat |
| 10-23-06/10-26-06 | Doc #2006E0112929 (Pages 1 – 6) | Eighth | Eagle Creek – Townhomes – 3rd Plat |
| 07-12-11/07-22-11 | Doc #2011E0067745 (Pages 1-7) | Ninth | Eagle Creek – 12th Plat |

**EXHIBIT B**
**TO**
**TENTH SUPPLEMENT TO AMENDED AND RESTATED**
**DECLARATION OF HOMES ASSOCIATION AND**
**COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS**
**OF EAGLE CREEK**

**Legal Description of Sixteenth Expansion Property:**

Lots 557 through and including 616, and Tracts K, L and M, EAGLE CREEK – THIRTEENTH PLAT, a subdivision in Lee's Summit, Jackson County, Missouri, according to the recorded plat thereof.

**Legal Description of Sixteenth Expansion Property Prior to Platting:**

A tract of land in the Northwest 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 as follows:
Beginning at the Northeast corner of Lot 436, EAGLE CREEK - TENTH PLAT, a subdivision in the City of Lee's Summit, Jackson County, Missouri; thence South 87°43'09" West, along the North line of said plat, 562.10 feet to the Northwesterly corner of Lot 442 of said plat; thence South 19°42'59" West, along the Northwesterly line of said Lot 442, 60.08 feet to the Northeast corner of Lot 443 of said plat; thence South 50°53'28" West, along the Northwesterly line of said plat, 170.72 feet to the Northwest corner of Lot 444 of said plat; thence South 54°24'13" West, continuing along said Northwesterly line, 45.63 feet to the Northwest corner of Tract F of said plat; thence South 52°10'25" West, continuing along said Northwesterly line, 663.77 feet to the Northwest corner of Lot 453 of said plat; thence North 37°49'35" West, along the Northeasterly right-of-way of SW Golden Eagle Road, as now established, 40.99 feet; thence South 52°10'25" West, 50.00 feet to the Southeast corner of Tract I, EAGLE CREEK GREENWAY, a subdivision in the City of Lee's Summit, Jackson County, Missouri; thence North 37°49'35" West, along the East line of said Tract I, 48.88 feet; thence Northwesterly continuing along said East line on a curve to the left having a common tangent with the last described course with a radius of 975.00 feet, a central angle of 00°45'45" and an arc distance of 12.98 feet to the Northeast corner of said Tract I; thence South 51°21'33" West, along the North line of Tract I and the North line of Tract G, EAGLE CREEK GREENWAY, 471.43 feet to the Northwest corner of said Tract G, said point also being on the West line of said Northwest Quarter; thence North 02°36'10" East, along said West line, 776.29 feet; thence North 85°05'21" East, 191.09 feet; thence North 74°28'19" East, 125.55 feet; thence North 60°08'28" East, 119.57 feet; thence North 47°32'26" East, 118.83 feet; thence North 40°31'15" East, 73.66 feet; thence North 40°22'50" East, 385.00 feet; thence North 40°25'47" East, 50.00 feet; thence North 41°54'31" East, 86.13 feet; thence North 43°20'15" East, 161.94 feet; thence North 52°08'47" East, 470.39 feet; thence North 67°33'50" East, 60.00 feet; thence Southeasterly along a curve to the left having an initial tangent bearing of South 22°26'10" East with a radius of 800.00 feet, a central angle of 09°29'07" and an arc distance of 132.44 feet; thence South 80°30'22" East, 20.95 feet; thence South 34°59'09" East, 50.00 feet; thence South 08°50'31" West, 21.80 feet; thence Southeasterly along a curve to the left having an initial tangent bearing of South 37°45'47" East with a radius of 800.00 feet, a central angle of 21°15'50" and an arc distance of 296.90 feet; thence South 59°01'37" East, 1.76 feet to a point on the Northwesterly right-of-way of SW Eagle Creek Drive as now established; thence South 30°58'23" West, along said right-of-way, 60.00 feet; thence Southerly continuing along said right-of-way on a curve to the right having an initial tangent bearing of South 59°01'37" East with a radius of 25.00 feet, a central angle of 83°44'51" and an arc distance of 36.54 feet; thence Southerly continuing along said right-of-way on a curve to the left having a common tangent with the last described course with a radius of 480.00 feet, a central angle of 28°20'28" and an arc distance of 237.43 feet; thence South 03°37'14" East, continuing along said right-of-way, 284.90 feet; thence Southerly continuing along said right-of-way on a curve to the left being tangent to the last described course with a radius of 530.00 feet, a central angle of 00°11'21" and an arc distance of 1.75 feet to the Point of Beginning. Containing 1,311,891 square feet or 30.12 acres, more or less.

**NOTE:** The above-described Property has been platted. The recording information identifying such Plat is shown in Recital E of the Supplemental Declaration to which this **Exhibit B** is attached.

ELECTRONICALLY RECORDED
JACKSON COUNTY, MISSOURI
10/09/2014 12:06:15 PM
REST FEE: $ 33.00 5 Pages

INSTRUMENT NUMBER:
2014E0084761

(ABOVE SPACE RESERVED FOR RECORDER OF DEEDS' USE)

| | |
|---|---|
| Document Title: | Eleventh Supplement to Amended and Restated Declaration of Homes Association and Covenants, Conditions, Restrictions and Easements of Eagle Creek |
| Document Date: | October 6, 2014 |
| Grantors Names: | Hunt Midwest Real Estate Development, Inc. |
| Grantee Name: | Hunt Midwest Real Estate Development, Inc. |
| Statutory Address: | Suite 100, 8300 N.E. Underground Drive, Kansas City, Missouri 64161 |
| Legal Description: | See Exhibit B attached |
| Reference Book and Page: | Amended and Restated Declaration of Homes Association and Covenants, Conditions, Restrictions and Easements of Eagle Creek, Document No. 2003I 0066203, Pages 1 - 48 |

**ELEVENTH SUPPLEMENT TO AMENDED AND RESTATED DECLARATION OF HOMES ASSOCIATION AND COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF EAGLE CREEK**

**THIS ELEVENTH SUPPLEMENT TO AMENDED AND RESTATED DECLARATION OF HOMES ASSOCIATION AND COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF EAGLE CREEK** (this "Supplemental Declaration") is made and executed as of October 6, 2014, 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.** The Developer has been developing and continues to develop a residential Subdivision known as Eagle Creek in the City of Lee's Summit (the "City"), Jackson County, Missouri. The real property constituting the Eagle Creek Subdivision (the "Property" or the "Eagle Creek Property") is legally described as shown on Exhibit C to the amended and restated Declaration identified in Recital B below as expanded pursuant to the Supplemental Declarations shown on **EXHIBIT A** attached hereto.

**B.** The Developer has executed that certain Amended and Restated Declaration of Homes Association and Covenants, Conditions, Restrictions and Easements of Eagle Creek, dated May 30, 2003, which was recorded on June 4, 2003, under Document No. 2003I 0066203, Pages 1 – 48, in the Office of the Director of Records of Jackson County, Missouri, at Independence (the "Declaration"), pursuant to which Declaration the Developer continues to subject the Property to certain amended and modified covenants, conditions, restrictions and easements for the purpose of protecting the value and desirability of the Property. The Declaration amended and restated the previous Original Supplemented Declaration and Original Supplemented HOA Declaration identified and defined therein pursuant to which various parcels of property were made a part of the Subdivision. Pursuant to the Supplemental Declarations identified on **EXHIBIT A** attached hereto, the Developer has expanded the Property to include additional real property as described therein.

**C.** Pursuant to Section 17.2 of the amended and restated Declaration, prior to the "Turnover Date" (which has not yet occurred), the Developer has the unilateral right to amend, alter or modify the Declaration.

KANSAS CITY TITLE
183402

**(ABOVE SPACE RESERVED FOR RECORDER OF DEEDS' USE)**

| | |
|---|---|
| Document Title: | Eleventh Supplement to Amended and Restated Declaration of Homes Association and Covenants, Conditions, Restrictions and Easements of Eagle Creek |
| Document Date: | October 6, 2014 |
| Grantors Names: | Hunt Midwest Real Estate Development, Inc. |
| Grantee Name: | Hunt Midwest Real Estate Development, Inc. |
| Statutory Address: | Suite 100, 8300 N.E. Underground Drive, Kansas City, Missouri 64161 |
| Legal Description: | See Exhibit B attached |
| Reference Book and Page: | Amended and Restated Declaration of Homes Association and Covenants, Conditions, Restrictions and Easements of Eagle Creek, Document No. 20031 0066203, Pages 1 - 48 |

# ELEVENTH SUPPLEMENT TO AMENDED AND RESTATED DECLARATION OF HOMES ASSOCIATION AND COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF EAGLE CREEK

**THIS ELEVENTH SUPPLEMENT TO AMENDED AND RESTATED DECLARATION OF HOMES ASSOCIATION AND COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF EAGLE CREEK** (this "Supplemental Declaration") is made and executed as of October 6, 2014, 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.** The Developer has been developing and continues to develop a residential Subdivision known as Eagle Creek in the City of Lee's Summit (the "City"), Jackson County, Missouri. The real property constituting the Eagle Creek Subdivision (the "Property" or the "Eagle Creek Property") is legally described as shown on Exhibit C to the amended and restated Declaration identified in Recital B below as expanded pursuant to the Supplemental Declarations shown on **EXHIBIT A** attached hereto.

**B.** The Developer has executed that certain Amended and Restated Declaration of Homes Association and Covenants, Conditions, Restrictions and Easements of Eagle Creek, dated May 30, 2003, which was recorded on June 4, 2003, under Document No. 20031 0066203, Pages 1 – 48, in the Office of the Director of Records of Jackson County, Missouri, at Independence (the "Declaration"), pursuant to which Declaration the Developer continues to subject the Property to certain amended and modified covenants, conditions, restrictions and easements for the purpose of protecting the value and desirability of the Property. The Declaration amended and restated the previous Original Supplemented Declaration and Original Supplemented HOA Declaration identified and defined therein pursuant to which various parcels of property were made a part of the Subdivision. Pursuant to the Supplemental Declarations identified on **EXHIBIT A** attached hereto, the Developer has expanded the Property to include additional real property as described therein.

**C.** Pursuant to Section 17.2 of the amended and restated Declaration, prior to the "Turnover Date" (which has not yet occurred), the Developer has the unilateral right to amend, alter or modify the Declaration.

KANSAS CITY TITLE
183402

**D.** On September 23, 2013, the Developer executed that certain subdivision plat entitled "EAGLE CREEK – THIRTEENTH PLAT" (the "Thirteenth Plat"), covering the real property formerly legally described as shown therein and on Exhibit B attached to the Tenth Supplemental Declaration shown on Exhibit A, and platting the same into the Lots, tracts, streets, roadways, private open space and other areas shown and marked thereon, if any (the "Sixteenth Expansion Property"), which Thirteenth Plat was approved on September 19, 2013, by the City Council of the City, and was recorded on December 27, 2013, under Document No. 2013E013001, in said Director of Records' Office.

**E.** The Developer desires to amend and modify the fencing restrictions on certain Lots of the Thirteenth Plat contained in Section 5 of the Tenth Supplement as set forth below.

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

1. **Amendment and Modification of Section 5 of Tenth Supplement**. Section 5 of the Tenth Supplement is amended and modified to read as follows:

> "5. **Fencing Restriction on Certain Lots**. The Owners of Lots 557 and 563 through and including 595 of the Thirteenth Plat and the Sixteenth Expansion Property are hereby further subjected to the following:
>
> (a) Any fencing permitted on such Lots as set forth below shall be constructed of only natural cedar (unstained), dog eared pickets, wrought iron or synthetic material approved by the Review Committee, no more than four (4) feet in height, with the finished side facing out, all 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 Lots as are approved in advance by the Review Committee upon application of a Lot Owner affected hereby."

2. **Ratification of Amended and Restated 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, or any Lots, Tracts, Commons Areas or Restricted Common Areas otherwise subject to the terms hereof.

**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: Ora Reynolds
Ora H. Reynolds, President

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

On this 6th day of October, 2014, before me, the undersigned Notary Public in and for said County and State, personally appeared Ora H. Reynolds, who, being by me first duly sworn, did say that she is the President of Hunt Midwest Real Estate Development, Inc., a Missouri corporation, that she executed the foregoing instrument on behalf of said corporation under and with the authority of its Board of Directors and that she acknowledged that she so executed the same as the free act and deed of said corporation for the purposes therein stated.

CONNIE S. THOMAS
Notary Public - Notary Seal
State of Missouri
Commissioned for Ray County
My Commission Expires: January 23, 2018
Commission Number: 14440209

Connie S Thomas
Signature of Notary Public

Connie S Thomas
Typed or Printed Name of Notary

My Commission expires:

1-23-18

**EXHIBIT A**
**TO**
**ELEVENTH SUPPLEMENT TO AMENDED AND RESTATED**
**DECLARATION OF HOMES ASSOCIATION AND**
**COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS**
**OF EAGLE CREEK**

**SUMMARY OF SUPPLEMENTS**

| DATE EXECUTED/ DATE RECORDED | RECORDING INFO. | SUPPLEMENT # | INFORMATION |
|---|---|---|---|
| 05-30-03/06-04-03 | Doc #2003I 0066203 (Pages 1 – 48) | Original | Amended and Restated Declaration of Homes Association and Covenants, Conditions, Restrictions and Easements |
| 06-04-03/06-09-03 | Doc #2003I 0068065 (Pages 1 – 4) | First | Eagle Creek – Townhomes – 1st Plat |
| 09-26-03/10/14/03 | Doc #2003I 0126509 (Pages 1 – 6) | Second | Eagle Creek – 8th Plat |
| 07-12-04/07-16-04 | Doc #2004I 0068231 (Pages 1 – 5) | Third | Eagle Creek – 9th Plat |
| 03-17-05/03-22-05 | Doc #2005I0023175 (Pages 1 – 7) | Fourth | Eagle Creek – 9th Plat – Imposed Fencing Restrictions on Lots 349 through 364 |
| 10-14-05/10-28-05 | Doc #2005I0096058 (Pages 1 – 5) | Fifth | Eagle Creek – 10th Plat |
| 11-08-05/11-09-05 | Doc #2005I0100013 (Pages 1 – 5) | Sixth | Eagle Creek – Townhomes – 2nd Plat |
| 06-14-06/10-23-06 | Doc #2006E0111119 (Pages 1 – 7) | Seventh | Eagle Creek – 11th Plat |
| 10-23-06/10-26-06 | Doc #2006E0112929 (Pages 1 – 6) | Eighth | Eagle Creek – Townhomes – 3rd Plat |
| 07-12-11/07-22-11 | Doc #2011E0067745 (Pages 1-7) | Ninth | Eagle Creek – 12th Plat |
| 09-23-13/01-22-14 | Doc #2014E0005951 (Pages 1-6) | Tenth | Eagle Creek – 13th Plat |

**EXHIBIT B**
**TO**
**ELEVENTH SUPPLEMENT TO AMENDED AND RESTATED**
**DECLARATION OF HOMES ASSOCIATION AND**
**COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS**
**OF EAGLE CREEK**

**Legal Description of Lots subject to Amended and Modified Fencing Restrictions:**

Lot 557 and Lots 563 through and including 595, EAGLE CREEK – THIRTEENTH PLAT, a subdivision in Lee's Summit, Jackson County, Missouri, according to the recorded plat thereof.

ELECTRONICALLY RECORDED
JACKSON COUNTY, MISSOURI
01/14/2015 02:38:10 PM
REST FEE: $ 33.00 5 Pages

INSTRUMENT NUMBER:
2015E0003947

(ABOVE SPACE RESERVED FOR RECORDER OF DEEDS' USE)

| | |
|---|---|
| Document Title: | Twelfth Supplement to Amended and Restated Declaration of Homes Association and Covenants, Conditions, Restrictions and Easements of Eagle Creek |
| Document Date: | January 12th, 2015 |
| Grantors Names: | Hunt Midwest Real Estate Development, Inc. |
| Grantee Name: | Hunt Midwest Real Estate Development, Inc. |
| Statutory Address: | Suite 100, 8300 N.E. Underground Drive, Kansas City, Missouri 64161 |
| Legal Description: | See Exhibit B attached |
| Reference Book and Page: | Amended and Restated Declaration of Homes Association and Covenants, Conditions, Restrictions and Easements of Eagle Creek, Document No. 20031 0066203, Pages 1 - 48 |

## TWELFTH SUPPLEMENT TO AMENDED AND RESTATED DECLARATION OF HOMES ASSOCIATION AND COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF EAGLE CREEK

**THIS TWELFTH SUPPLEMENT TO AMENDED AND RESTATED DECLARATION OF HOMES ASSOCIATION AND COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF EAGLE CREEK** (this "Supplemental Declaration") is made and executed as of January 12, 2015, 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.** The Developer has been developing and continues to develop a residential Subdivision known as Eagle Creek in the City of Lee's Summit (the "City"), Jackson County, Missouri. The real property constituting the Eagle Creek Subdivision (the "Property" or the "Eagle Creek Property") is legally described as shown on Exhibit C to the amended and restated Declaration identified in Recital B below as expanded pursuant to the Supplemental Declarations shown on **EXHIBIT A** attached hereto.

**B.** The Developer has executed that certain Amended and Restated Declaration of Homes Association and Covenants, Conditions, Restrictions and Easements of Eagle Creek, dated May 30, 2003, which was recorded on June 4, 2003, under Document No. 20031 0066203, Pages 1 – 48, in the Office of the Director of Records of Jackson County, Missouri, at Independence (the "Declaration"), pursuant to which Declaration the Developer continues to subject the Property to certain amended and modified covenants, conditions, restrictions and easements for the purpose of protecting the value and desirability of the Property. The Declaration amended and restated the previous Original Supplemented Declaration and Original Supplemented HOA Declaration identified and defined therein pursuant to which various parcels of property were made a part of the Subdivision. Pursuant to the Supplemental Declarations identified on **EXHIBIT A** attached hereto, the Developer has expanded the Property to include additional real property as described therein and amended certain of its provisions. As used herein, "Declaration" means the Declaration as supplemented and amended.

**C.** Pursuant to Section 17.2 of the Declaration, prior to the "Turnover Date" (which has not yet occurred), the Developer has the unilateral right to amend, alter or modify the Declaration.

KANSAS CITY TITLE
185218

**D.** Pursuant to the Declaration, those certain Lots in the First and Fifth Plats of Eagle Creek described on EXHIBIT B attached hereto and incorporated herein were prohibited from having fences of any kind (the "Restricted Lots").

**E.** The Developer desires to amend and modify the Declaration to permit fencing on the Restricted Lots subject to certain restrictions as set forth below.

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

1. **Amendment and Modification of Declaration for Limited Fencing on Restricted Lots**. The Declaration is amended so that fencing, in accordance with other provisions of the Declaration, shall be permitted on the Restricted Lots, but such fencing shall be limited to only four (4) foot black wrought iron (or aluminum or steel simulations thereof) and only at locations as may be approved in advance by the Review Committee in its sole discretion.

2. **Ratification of Amended and Restated 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, or any Lots, Tracts, Commons Areas or Restricted Common Areas otherwise subject to the terms hereof.

**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: _____
Ora H. Reynolds, President

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

On this 12th day of Jan., 2015, before me, the undersigned Notary Public in and for said County and State, personally appeared Ora H. Reynolds, who, being by me first duly sworn, did say that she is the President of Hunt Midwest Real Estate Development, Inc., a Missouri corporation, that she executed the foregoing instrument on behalf of said corporation under and with the authority of its Board of Directors and that she acknowledged that she so executed the same as the free act and deed of said corporation for the purposes therein stated.

CONNIE S. THOMAS
Notary Public - Notary Seal
State of Missouri
Commissioned for Ray County
My Commission Expires: January 23, 2018
Commission Number: 14440209

_____
Signature of Notary Public

Connie S Thomas
Typed or Printed Name of Notary

My Commission expires:
1-23-18

# EAGLE CREEK
# HOMES ASSOCIATION AND
# COVENANTS, CONDITIONS, AND RESTRICTIONS DOCUMENTS

| DATE EXECUTED/ DATE RECORDED | RECORDING INFO. | SUPPLEMENT # | INFORMATION |
|---|---|---|---|
| 12/18/98/ 12/29/98 | Doc #1998I 0104092 (1 – 14) | Original | Full CC&R Document - includes Eagle Creek - First Plat |
| 10/13/99/ 10/20/99 | Doc #1999I 0084625 (1 – 8) | First Supplement | Eagle Creek 1st Plat Fencing Restrictions |
| 08/16/00/ 09/05/00 | Doc #2000I 0058892 (1 – 10) | Second Supplement | Eagle Creek 2nd & 3rd Plat |
| 08/21/01/ 10/09/01 | Doc #2001I 0082131 (1 – 9) | Third Supplement | Eagle Creek 5th & 6th Plat |
| 07/08/02/ 09/09/02 | Doc #2002I 0077720 (1 – 8) | Fourth Supplement | Eagle Creek 4th Plat |
| 04/23/03/ 04/25/03 | Doc #2003I 0049134 (1 – 10) | Fifth Supplement | Eagle Creek 7th Plat and Unplatted Ground |
| 05/30/03/ 06/04/03 | Doc #2003I 0066203 (1 – 48) | Original | Amended and Restated Declaration of Homes Association and Covenants, Conditions, Restrictions and Easements |
| 06/04/03/ 06/09/03 | Doc #2003I 0068065 (1 – 4) | First Supplement | Eagle Creek – Townhomes – 1st Plat |
| 09/26/03/ 10/14/03 | Doc #2003I 0126509 (1 – 6) | Second Supplement | Eagle Creek – 8th Plat |
| 07/12/04/ 07/16/04 | Doc #2004I0068231 (1 – 5) | Third Supplement | Eagle Creek – 9th Plat |
| 03/17/05/ 03/22/05 | Doc #2005I0023175 (1 – 7) | Fourth Supplement | Fencing Restrictions – Eagle Creek 9th Plat |

# EAGLE CREEK
# HOMES ASSOCIATION AND
# COVENANTS, CONDITIONS, AND RESTRICTIONS DOCUMENTS

| DATE EXECUTED/ DATE RECORDED | RECORDING INFO. | SUPPLEMENT # | INFORMATION |
|---|---|---|---|
| 10/14/05/ 10/28/05 | Doc #2005I0096058 (1 – 5) | Fifth Supplement | Eagle Creek 10th Plat |
| 11/8/05/ 11/9/05 | Doc #2005I0100013 (1 – 5) | Sixth Supplement | Eagle Creek Townhomes – 2nd Plat |
| 6/14/06/ 10/23/06 | Doc #2006E0111119 (1 – 7 | Seventh Supplement | Eagle Creek 11th Plat |
| 10/23/06/ 10/26/06 | Doc #2006E0112929 (1 – 6) | Eighth Supplement | Eagle Creek Townhomes – 3rd Plat |
| 07/12/11/ 07/22/11 | Doc #2011E0067745 (1 – 7) | Ninth Supplement | Eagle Creek 12th Plat |
| 09/23/13/ 1/22/14 | Doc #2014E0005951 (1 – 6) | Tenth Supplement | Eagle Creek 13th Plat |
| 10/6/14/ 10/9/14 | Doc #2014E0084761 (1 – 5) | Eleventh Supplement | Eagle Creek – Amended 13th Plat Fencing |
| 1/12/15/ 1/14/15 | Doc #2015E0003947 (1 – 5) | Twelfth Supplement | Eagle Creek – Amended 1st & 5th Plat Fencing |
| 6/30/15/ 7/6/15 | Doc #2015E0058737 | Thirteenth Supplement | Eagle Creek – Amended 13th Plat Fencing |
| 6/16/16/ 8/3/16 | Doc #2016E0071376 | Fourteenth Supplement | Eagle Creek 14th Plat |

**EXHIBIT A**
**TO**
**TWELFTH SUPPLEMENT TO AMENDED AND RESTATED DECLARATION OF HOMES ASSOCIATION AND COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF EAGLE CREEK**

**SUMMARY OF SUPPLEMENTS**

| DATE EXECUTED/ DATE RECORDED | RECORDING INFO. | SUPPLEMENT # | INFORMATION |
|---|---|---|---|
| 05-30-03/06-04-03 | Doc #2003I 0066203 (Pages 1 – 48) | Original | Amended and Restated Declaration of Homes Association and Covenants, Conditions, Restrictions and Easements |
| 06-04-03/06-09-03 | Doc #2003I 0068065 (Pages 1 – 4) | First | Eagle Creek – Townhomes – 1st Plat |
| 09-26-03/10/14/03 | Doc #2003I 0126509 (Pages 1 – 6) | Second | Eagle Creek – 8th Plat |
| 07-12-04/07-16-04 | Doc #2004I 0068231 (Pages 1 – 5) | Third | Eagle Creek – 9th Plat |
| 03-17-05/03-22-05 | Doc #200510023175 (Pages 1 – 7) | Fourth | Eagle Creek – 9th Plat – Imposed Fencing Restrictions on Lots 349 through 364 |
| 10-14-05/10-28-05 | Doc #2005I0096058 (Pages 1 – 5) | Fifth | Eagle Creek – 10th Plat |
| 11-08-05/11-09-05 | Doc #2005I0100013 (Pages 1 – 5) | Sixth | Eagle Creek – Townhomes – 2nd Plat |
| 06-14-06/10-23-06 | Doc #2006E0111119 (Pages 1 – 7) | Seventh | Eagle Creek – 11th Plat |
| 10-23-06/10-26-06 | Doc #2006E0112929 (Pages 1 – 6) | Eighth | Eagle Creek – Townhomes – 3rd Plat |
| 07-12-11/07-22-11 | Doc #2011E0067745 (Pages 1-7) | Ninth | Eagle Creek – 12th Plat |
| 09-23-13/01-22-14 | Doc #2014E0005951 (Pages 1-6) | Tenth | Eagle Creek – 13th Plat |
| 10-06-14/10/09/14 | Doc #2014E0084761 (Pages 1-5) | Eleventh | Eagle Creek – 13th Plat – Revised Fencing Restrictions |

**EXHIBIT B**
**TO**
**TWELFTH SUPPLEMENT TO AMENDED AND RESTATED**
**DECLARATION OF HOMES ASSOCIATION AND**
**COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS**
**OF EAGLE CREEK**

**Legal Description of Restricted Lots subject to Limited Fencing Restrictions:**

Lots 1, 2, 3, 20, 21, 22, 26, 37, 38 and 43, EAGLE CREEK – FIRST PLAT, a subdivision in Lee's Summit, Jackson County, Missouri, according to the recorded plat thereof.

Lots 170, 206, 207 and 208, EAGLE CREEK – FIFTH PLAT, a subdivision in Lee's Summit, Jackson County, Missouri, according to the recorded plat thereof.

**ELECTRONICALLY RECORDED**
JACKSON COUNTY, MISSOURI
**07/06/2015 04:41:48 PM**
REST FEE: $ 33.00 5 Pages

INSTRUMENT NUMBER:
**2015E0058737**

**(ABOVE SPACE RESERVED FOR RECORDER OF DEEDS' USE)**

| | |
|---|---|
| Document Title: | Thirteenth Supplement to Amended and Restated Declaration of Homes Association and Covenants, Conditions, Restrictions and Easements of Eagle Creek |
| Document Date: | June 30, 2015 |
| Grantors Names: | Hunt Midwest Real Estate Development, Inc. |
| Grantee Name: | Hunt Midwest Real Estate Development, Inc. |
| Statutory Address: | Suite 100, 8300 N.E. Underground Drive, Kansas City, Missouri 64161 |
| Legal Description: | See Exhibit B attached |
| Reference Book and Page: | Amended and Restated Declaration of Homes Association and Covenants, Conditions, Restrictions and Easements of Eagle Creek, Document No. 20031 0066203, Pages 1 - 48 |

**THIRTEENTH SUPPLEMENT TO AMENDED AND RESTATED DECLARATION OF HOMES ASSOCIATION AND COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF EAGLE CREEK**

**THIS THIRTEENTH SUPPLEMENT TO AMENDED AND RESTATED DECLARATION OF HOMES ASSOCIATION AND COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF EAGLE CREEK** (this "Supplemental Declaration") is made and executed as of June 30, 2015, by **HUNT MIDWEST REAL ESTATE DEVELOPMENT, INC.**, a Missouri eorporation (the "Developer"), Suite 100, 8300 N.E. Underground Drive, Kansas City, Missouri 64161.

**RECITALS:**

**A.** The Developer has been developing and continues to develop a residential Subdivision known as Eagle Creek in the City of Lee's Summit (the "City"), Jackson County, Missouri. The real property constituting the Eagle Creek Subdivision (the "Property" or the "Eagle Creek Property") is legally described as shown on Exhibit C to the amended and restated Declaration identified in Recital B below as expanded pursuant to the Supplemental Declarations shown on **EXHIBIT A** attached hereto.

**B.** The Developer has executed that certain Amended and Restated Declaration of Homes Association and Covenants, Conditions, Restrictions and Easements of Eagle Creek, dated May 30, 2003, which was recorded on June 4, 2003, under Document No. 20031 0066203, Pages 1 – 48, in the Office of the Director of Records of Jackson County, Missouri, at Independence (the "Declaration"), pursuant to which Declaration the Developer continues to subject the Property to certain amended and modified covenants, conditions, restrictions and easements for the purpose of protecting the value and desirability of the Property. The Declaration amended and restated the previous Original Supplemented Declaration and Original Supplemented HOA Declaration identified and defined therein pursuant to which various parcels of property were made a part of the Subdivision. Pursuant to the Supplemental Declarations identified on **EXHIBIT A** attached hereto, the Developer has expanded the Property to include additional real property as described therein.

**C.** Pursuant to Section 17.2 of the amended and restated Declaration, prior to the "Turnover Date" (which has not yet occurred), the Developer has the unilateral right to amend, alter or modify the Declaration.

KANSAS CITY TITLE
190402

**(ABOVE SPACE RESERVED FOR RECORDER OF DEEDS' USE)**

| | |
|---|---|
| Document Title: | Thirteenth Supplement to Amended and Restated Declaration of Homes Association and Covenants, Conditions, Restrictions and Easements of Eagle Creek |
| Document Date: | June 30, 2015 |
| Grantors Names: | Hunt Midwest Real Estate Development, Inc. |
| Grantee Name: | Hunt Midwest Real Estate Development, Inc. |
| Statutory Address: | Suite 100, 8300 N.E. Underground Drive, Kansas City, Missouri 64161 |
| Legal Description: | See Exhibit B attached |
| Reference Book and Page: | Amended and Restated Declaration of Homes Association and Covenants, Conditions, Restrictions and Easements of Eagle Creek, Document No. 2003I 0066203, Pages 1 - 48 |

**THIRTEENTH SUPPLEMENT TO AMENDED AND RESTATED DECLARATION OF HOMES ASSOCIATION AND COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF EAGLE CREEK**

**THIS THIRTEENTH SUPPLEMENT TO AMENDED AND RESTATED DECLARATION OF HOMES ASSOCIATION AND COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF EAGLE CREEK** (this "Supplemental Declaration") is made and executed as of June 30, 2015, 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.** The Developer has been developing and continues to develop a residential Subdivision known as Eagle Creek in the City of Lee's Summit (the "City"), Jackson County, Missouri. The real property constituting the Eagle Creek Subdivision (the "Property" or the "Eagle Creek Property") is legally described as shown on Exhibit C to the amended and restated Declaration identified in Recital B below as expanded pursuant to the Supplemental Declarations shown on **EXHIBIT A** attached hereto.

**B.** The Developer has executed that certain Amended and Restated Declaration of Homes Association and Covenants, Conditions, Restrictions and Easements of Eagle Creek, dated May 30, 2003, which was recorded on June 4, 2003, under Document No. 2003I 0066203, Pages 1 – 48, in the Office of the Director of Records of Jackson County, Missouri, at Independence (the "Declaration"), pursuant to which Declaration the Developer continues to subject the Property to certain amended and modified covenants, conditions, restrictions and easements for the purpose of protecting the value and desirability of the Property. The Declaration amended and restated the previous Original Supplemented Declaration and Original Supplemented HOA Declaration identified and defined therein pursuant to which various parcels of property were made a part of the Subdivision. Pursuant to the Supplemental Declarations identified on **EXHIBIT A** attached hereto, the Developer has expanded the Property to include additional real property as described therein.

**C.** Pursuant to Section 17.2 of the amended and restated Declaration, prior to the "Turnover Date" (which has not yet occurred), the Developer has the unilateral right to amend, alter or modify the Declaration.

KANSAS CITY TITLE
190402

**D.** On September 23, 2013, the Developer executed that certain subdivision plat entitled "EAGLE CREEK – THIRTEENTH PLAT" (the "Thirteenth Plat"), covering the real property formerly legally described as shown therein and on Exhibit B attached to the Tenth Supplemental Declaration shown on Exhibit A, and platting the same into the Lots, tracts, streets, roadways, private open space and other areas shown and marked thereon, if any (the "Sixteenth Expansion Property"), which Thirteenth Plat was approved on September 19, 2013, by the City Council of the City, and was recorded on December 27, 2013, under Document No. 2013E013001, in said Director of Records' Office.

**E.** Pursuant to the Eleventh Supplement, the Developer amended and modified the fencing restrictions on certain Lots of the Thirteenth Plat contained in Section 5 of the Tenth Supplement as set forth therein and now desires to further amend and modify the fencing restrictions on the Restricted Lots described in Exhibit B attached to this Supplemental Declaration.

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

1. **Fencing Restrictions on Restricted Lots**. Fences shall be permitted on any of the Restricted Lots but only with the prior approval of the Review Committee. All fences on the Restricted Lots will be constructed of wrought iron (or aluminum or steel simulations thereof) not exceeding four feet (4') in height as approved in advance by the Review Committee in its sole discretion. The construction methods and location of all such fences on the Restricted Lots approved by the Review Committee shall harmonize with the external design of the Single Family Residences in the Subdivision. No wood, wire or chain link fences shall be permitted. Under no circumstance shall any fence be permitted in violation of restrictions in any Plat of the Subdivision or any ordinance approving any Plat of the Subdivision or any other Plat affecting the Property. No fence shall be placed in front of the rear wall of the Single Family Residence and, for a Single Family Residence on a corner Lot, no fence facing a Street may be placed beyond the point where the side wall of the Single Family Residence meets the rear wall of the Single Family Residence without the prior approval of the Review Committee obtained in advance of construction.

2. **Ratification of Amended and Restated 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, or any Restricted Lots, Lots, Tracts, Commons Areas or Restricted Common Areas otherwise subject to the terms hereof.

**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. Brenner Holland, Vice President

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

On this 30 day of June, 2015, before me, the undersigned Notary Public in and for said County and State, personally appeared F. Brenner Holland, who, being by me first duly sworn, did say that he is the 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.

_____
Signature of Notary Public

Peggy L. Wells
Typed or Printed Name of Notary

My Commission expires:

PEGGY L. WELLS
Notary Public - Notary Seal
State of Missouri
Commissioned for Clay County
My Commission Expires: July 16, 2017
Commission Number: 13498897

**EXHIBIT A**
**TO**
**FOURTEENTH SUPPLEMENT TO AMENDED AND RESTATED DECLARATION OF HOMES ASSOCIATION AND COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF EAGLE CREEK**

**SUMMARY OF SUPPLEMENTS**

| DATE EXECUTED/ DATE RECORDED | RECORDING INFO. | SUPPLEMENT # | INFORMATION |
|---|---|---|---|
| 05-30-03/06-04-03 | Doc #2003I 0066203 (Pages 1 – 48) | Original | Amended and Restated Declaration of Homes Association and Covenants, Conditions, Restrictions and Easements |
| 06-04-03/06-09-03 | Doc #2003I 0068065 (Pages 1 – 4) | First | Eagle Creek – Townhomes – 1st Plat |
| 09-26-03/10/14/03 | Doc #2003I 0126509 (Pages 1 – 6) | Second | Eagle Creek – 8th Plat |
| 07-12-04/07-16-04 | Doc #2004I 0068231 (Pages 1 – 5) | Third | Eagle Creek – 9th Plat |
| 03-17-05/03-22-05 | Doc #2005I0023175 (Pages 1 – 7) | Fourth | Eagle Creek – 9th Plat – Imposed Fencing Restrictions on Lots 349 through 364 |
| 10-14-05/10-28-05 | Doc #2005I0096058 (Pages 1 – 5) | Fifth | Eagle Creek – 10th Plat |
| 11-08-05/11-09-05 | Doc #2005I0100013 (Pages 1 – 5) | Sixth | Eagle Creek – Townhomes – 2nd Plat |
| 06-14-06/10-23-06 | Doc #2006E0111119 (Pages 1 – 7) | Seventh | Eagle Creek – 11th Plat |
| 10-23-06/10-26-06 | Doc #2006E0112929 (Pages 1 – 6) | Eighth | Eagle Creek – Townhomes – 3rd Plat |
| 07-12-11/07-22-11 | Doc #2011E0067745 (Pages 1-7) | Ninth | Eagle Creek – 12th Plat |
| 09-23-13/01-22-14 | Doc #2014E0005951 (Pages 1-6) | Tenth | Eagle Creek – 13th Plat |
| 10-06-14/10-09-14 | Doc #2014E0084761 (Pages 1-5) | Eleventh | Eagle Creek – 13th Plat – Revised Fencing Restrictions |

| | | | |
|---|---|---|---|
| 01-12-15/01-14-15 | Doc #2015E0003947 (Pages 1-5) | Twelfth | Eagle Creek – 1st and 5th Plats – Revised Fencing |
| 06-30-15/07-06-15 | Doc. #2015E0058737 (Pages 1-5) | Thirteenth | Eagle Creek – 13th Plat – Further Revised Fencing Restrictions |

**EXHIBIT B**
**TO**
**THIRTEENTH SUPPLEMENT TO AMENDED AND RESTATED DECLARATION OF HOMES ASSOCIATION AND COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF EAGLE CREEK**

**Legal Description of Restricted Lots subject to Amended and Modified Fencing Restrictions:**

Lots 591 through and including 595, EAGLE CREEK – THIRTEENTH PLAT, a subdivision in Lee's Summit, Jackson County, Missouri, according to the recorded plat thereof.

RECORDER'S CERTIFICATION
JACKSON COUNTY, MISSOURI
08/03/2016 12:34:39 PM
INSTRUMENT TYPE: REST FEE: $39.00 7 PGS

INSTRUMENT NUMBER / BOOK & PAGE
2016E0071376

Robert T. Kelly, Director, Recorder Of Deeds

(ABOVE SPACE RESERVED FOR RECORDER OF DEEDS' USE)

| | |
|---|---|
| Document Title: | Fourteenth Supplement to Amended and Restated Declaration of Homes Association and Covenants, Conditions, Restrictions and Easements of Eagle Creek |
| Document Date: | June 16, 2016 |
| Grantors Names: | Hunt Midwest Real Estate Development, Inc. |
| Grantee Name: | Hunt Midwest Real Estate Development, Inc. |
| Statutory Address: | Suite 100, 8300 N.E. Underground Drive, Kansas City, Missouri 64161 |
| Legal Description: | See Exhibit B attached |
| Reference Book and Page: | Amended and Restated Declaration of Homes Association and Covenants, Conditions, Restrictions and Easements of Eagle Creek, Document No. 2003I 0066203, Pages 1 - 48 |

# FOURTEENTH SUPPLEMENT TO AMENDED AND RESTATED DECLARATION OF HOMES ASSOCIATION AND COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF EAGLE CREEK

**THIS FOURTEENTH SUPPLEMENT TO AMENDED AND RESTATED DECLARATION OF HOMES ASSOCIATION AND COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF EAGLE CREEK** (this "Supplemental Declaration") is made and executed as of June 16, 2016, 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.** The Developer has been developing and continues to develop a residential Subdivision known as Eagle Creek in the City of Lee's Summit (the "City"), Jackson County, Missouri. The real property constituting the Eagle Creek Subdivision (the "Property" or the "Eagle Creek Property") prior to the date of this Supplemental Declaration is legally described as shown on Exhibit C to the amended and restated Declaration identified in Recital B below as expanded pursuant to the Supplemental Declarations shown on **EXHIBIT A** attached hereto.

**B.** The Developer has executed that certain Amended and Restated Declaration of Homes Association and Covenants, Conditions, Restrictions and Easements of Eagle Creek, dated May 30, 2003, which was recorded on June 4, 2003, under Document No. 2003I 0066203, Pages 1 – 48, in the Office of the Director of Records of Jackson County, Missouri, at Independence (the "Declaration"), pursuant to which Declaration the Developer continues to subject the Property to certain amended and modified covenants, conditions, restrictions and easements for the purpose of protecting the value and desirability of the Property. The Declaration amended and restated the previous Original Supplemented Declaration and Original Supplemented HOA Declaration identified and defined therein pursuant to which various parcels of property were made a part of the Subdivision. Pursuant to the Supplemental Declarations identified on **EXHIBIT A** attached hereto, the Developer has expanded the Property to include additional real property as described therein.

**C.** Pursuant to Section 17.2 of the amended and restated Declaration, prior to the "Turnover Date" (which has not yet occurred), the Developer has the unilateral right to amend, alter or modify the Declaration.

D. Pursuant to Section 14.1 of the amended and restated Declaration, the Developer has the absolute unilateral right to expand the Property to include additional Lots (for Single Family Residences, Attached Patio Homes, Attached Townhomes or any combination thereof), Common Area, Restricted Common Areas and other property in the Subdivision and also other property that has not yet been subdivided or platted (the "Expansion Property").

E. On July 21st, 2016, the Developer executed that certain subdivision plat entitled "EAGLE CREEK – FOURTEENTH PLAT" (the "Fourteenth 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 (the "Seventeenth Expansion Property"), which Fourteenth Plat was approved on July 21st, 2016, by the City Council of the City, and was recorded on August 2nd, 2016, under Document No. 2016E0071110, in said Director of Records' Office.

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

G. The 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 Seventeenth Expansion Property and to subject the Seventeenth Expansion Property to the covenants, conditions, restrictions and easements contained within the amended and restated Declaration.

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

1. **Exercise of Right to Expand**. The 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 Seventeenth Expansion Property.

2. **Expansion Effective Upon Recording**. The expansion set forth above, shall be effective immediately upon filing the Fourteenth Plat and this Supplemental Declaration of record in the Office of the Director of Records for Jackson County, Missouri, at Independence. Recording of the Fourteenth 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 Seventeenth Expansion Property.

3. **Expansion of Definitions**. The definitions contained in the amended and restated Declaration are hereby expanded to encompass and refer to the Property, as expanded by the Fourteenth Plat and this Supplemental Declaration to include the Seventeenth Expansion Property. For example, (i) "Lot" shall mean the Lots described in the amended and restated Declaration and in all prior plats described in the amended and restated Declaration, any subsequent plats and in the Fourteenth Plat and (ii) all references to the Declaration shall mean the amended and restated Declaration as previously supplemented and 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 Seventeenth Expansion Property, shall be subject to all of the terms and conditions of the amended and restated Declaration immediately upon recording of the Fourteenth Plat and this Supplemental Declaration in the Office of the Director of Records for Jackson County, Missouri, at Independence.

5. **City's Common Property Requirements**. Pursuant to Section 5.520 of the City's Unified Development Ordinance, the Declaration is amended to include the following provisions and, in the event of any conflict between them and other provisions of the Declaration, these provisions shall control:

(a) The Common Areas and Restricted Common Areas of the Seventeenth Expansion Property and the Fourteenth Plat, either shown therein, if any, or to be subsequently created by lot split or minor subdivision, are the common property as described in the City's Ordinance (the "Common Property").

(b) The owners' association known as the Eagle Creek Homeowners Association (the "Association") shall be and has been established prior to the recording of any final plat or sale of any part of the property in the Eagle Creek subdivision (the "Development").

(c) The Common Property shall be owned by the Association.

(d) Ownership of any Lot in the Development shall not occur until the Association is formed (which has occurred) and ownership of all of the Common Property has been transferred to the Association.

(e) The Association shall own, manage, repair, maintain, replace, improve and operate the Common Property and keep it, and all improvements thereon, in good condition in accordance with and as required by the provisions of the Declaration.

(f) The Declaration's provisions (including these provisions) pertaining to the Common Property shall be permanent.

(g) All Owners (the "Lot Owners") within the Development are liable for the costs of maintenance of the Common Property and the costs of such maintenance shall be assessed proportionally against the Lot Owners in accordance with the Declaration, By-laws and rules of the Association.

(h) The Association shall provide liability insurance for the Common Property and shall pay all taxes for the Common Property.

(i) Membership in the Association shall be mandatory for each Lot Owner in the Development and any successive buyer of any Lot.

(j) Each Lot Owner, at the time of purchase, shall be furnished with a copy of the Declaration, as amended.

(k) The Association shall not be dissolved without the consent of the City, unless the maintenance respousibilities set forth herein are assigned, with the consent of the City, to a person or entity with the financial, legal and administrative ability to perform snch obligations.

(l) In the event that any condition of the Common Property is determined to be a nuisance or in disrepair in violation of any provision of the Lee's Summit Property Maintenance Code, and such disrepair or nuisance is abated pursuant to procedures otherwise provided in the Property Maintenance Code, the costs to abate the nuisance created by the failure to maintain the Common Property shall be assessed proportionally against the individual Lots within the Development, in an equal amount per individual Lot, pursuant to the tax bill provisions of the Property Maintenance Code, and the amount caused by the Finance Director to be assessed annually by tax bill shall not exceed five percent (5%) of assessed valuation per individual Lot.

(m) In the event it is determined that the maintenance of any storm water conveyance, retention or detention facility located on the Common Property fails to meet any standard set forth in the applicable final development plan, or final plat if no final development plan is required, and such failure is abated by the City pursuant to the procedures of its ordinances or codes, upon completion of the work and certification by the Director of Public Works that the deficiency has been abated, the 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 therefore, or add the costs thereof to the annual real estate tax bill, at the Finance Director's option, proportionally against the individual Lots within the Development, in an equal amount per individual Lot, the amount caused by the Finance Director to be assessed annually by tax bill shall not exceed five percent (5%) of assessed valuation per individual Lot, the tax bill from the date of its issuance shall be a first 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 np to the issuance shall be a defense thereto, each special tax bill shall be issued by the City Clerk and delivered to the City Finance

Director on or before the first day of June of each year, and such tax bill, if not paid when due, shall bear interest at the rate of eight percent (8%).

(n) The City shall be a third party beneficiary of all provisions herein pertaining to the assessment of costs for maintenance of storm water conveyance, retention or detention facilities on the Common Property, and such provisions shall not be modified or amended without the written consent of the City.

6. **Ratification of Amended and Restated 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, the Seventeenth Expansion Property or any Lots, Tracts, Commons Areas or Restricted Common Areas otherwise subject to the terms hereof.

**IN WITNESS WHEREOF**, the Developer has caused this Supplemental 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. B. Holland

F. Brenner Holland, Vice President

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

On this 16th day of June, 2016, before me, the undersigned Notary Public in and for said County and State, personally appeared F. Brenner Holland, who, being by me first duly sworn, did say that he is a 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
State of Missouri
Commissioned for Clay County
My Commission Expires: July 16, 2017
Commission Number: 13498897

**EXHIBIT B**
**TO**
**FOURTEENTH SUPPLEMENT TO AMENDED AND RESTATED DECLARATION OF HOMES ASSOCIATION AND COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF EAGLE CREEK**

**Legal Description of Seventeenth Expansion Property:**

Lots 617 through and including 660, EAGLE CREEK – FOURTEENTH PLAT, a subdivision in Lee's Summit, Jackson County, Missouri, according to the recorded plat thereof.

**Legal Description of Seventeenth Expansion Property Prior to Platting:**

A tract of land in the Northwest 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 as follows:
Beginning at the Northeast corner of Lot 616, EAGLE CREEK-THIRTEENTH PLAT, a subdivision in said Lee's Summit, Jackson County, Missouri; thence South 52°08'47" West, along the North line of said EAGLE CREEK-THIRTEENTH PLAT, 470.39 feet; thence South 43°20'15" West, continuing along said North line, 161.94 feet; thence South 41°54'31" West, continuing along said North line, 86.13 feet; thence South 40°25'47" West, continuing along said North line, 50.00 feet; thence South 40°22'50" West, continuing along said North line, 385.00 feet; thence South 40°31'15" West, continuing along said North line, 73.66 feet; thence South 47°32'26" West, continuing along said North line, 118.83 feet; thence South 60°08'28" West, continuing along said North line, 119.57 feet; thence South 74°28'19" West, continuing along said North line, 125.55 feet; thence South 85°05'21" West, continuing along said North line, 191.09 feet to a point on the West line of said Northwest Quarter; thence North 02°36'10" East, along said West line, 396.07 feet; thence South 87°23'50" East, 233.69 feet; thence North 52°02'51" East, 40.24 feet; thence North 40°22'50" East, 643.07 feet; thence North 44°22'31" East, 282.93 feet; thence North 46°51'05" East, 149.10 feet; thence North 51°50'15" East, 234.72 feet; thence North 71°15'03" East, 107.13 feet; thence South 89°30'27" East, 75.00 feet; thence Southerly, along a curve to the left, having an initial tangent bearing of South 00°29'33" West with a radins of 800.00 feet, a central angle of 07°34'21" and an arc distance of 105.73 feet; thence South 52°30'25" East, 21.37 feet; thence South 16°19'09" East, 50.16 feet; thence South 73°25'49" West, 6.78 feet; thence South 30°06'38" West, 20.49 feet; thence Southerly, along a curve to the left, having a common tangent with the last described course with a radius of 800.00 feet, a central angle of 09°28'38" and an arc distance of 132.33 feet to a point on the North line of said EAGLE CREEK-THIRTEENTH PLAT; thence South 67°33'50" West, along said North line, 60.00 feet to the Point of Beginning. Containing 592,980 square feet or 13.61 acres, more or less.

**NOTE:** The above-described Property has been platted. The recording information identifying such Plat is shown in Recital E of the Supplemental Declaration to which this **Exhibit B** is attached.

**ELECTRONICALLY RECORDED**
JACKSON COUNTY, MISSOURI
**11/07/2016 02:54:24 PM**
REST FEE: $ 39.00 7 Pages
INSTRUMENT NUMBER:
**2016E0105433**

(ABOVE SPACE RESERVED FOR RECORDER OF DEEDS' USE)

| | |
|---|---|
| Document Title: | Fifteenth Supplement to Amended and Restated Declaration of Homes Association and Covenants, Conditions, Restrictions and Easements of Eagle Creek |
| Document Date: | October 31, 2016 |
| Grantors Names: | Hunt Midwest Real Estate Development, Inc. |
| Grantee Name: | Hunt Midwest Real Estate Development, Inc. |
| Statutory Address: | Suite 100, 8300 N.E. Underground Drive, Kansas City, Missouri 64161 |
| Legal Description: | See Exhibit B attached |
| Reference Book and Page: | Amended and Restated Declaration of Homes Association and Covenants, Conditions, Restrictions and Easements of Eagle Creek, Document No. 2003I 0066203, Pages 1 - 48 |

# FIFTEENTH SUPPLEMENT TO AMENDED AND RESTATED DECLARATION OF HOMES ASSOCIATION AND COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF EAGLE CREEK

**THIS FIFTEENTH SUPPLEMENT TO AMENDED AND RESTATED DECLARATION OF HOMES ASSOCIATION AND COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF EAGLE CREEK** (this "Supplemental Declaration") is made and executed as of October 31, 2016, 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. The Developer has been developing and continues to develop a residential Subdivision known as Eagle Creek in the City of Lee's Summit (the "City"), Jackson County, Missouri. The real property constituting the Eagle Creek Subdivision (the "Property" or the "Eagle Creek Property") prior to the date of this Supplemental Declaration is legally described as shown on Exhibit C to the amended and restated Declaration identified in Recital B below as expanded pursuant to the Supplemental Declarations shown on **EXHIBIT A** attached hereto.

B. The Developer has executed that certain Amended and Restated Declaration of Homes Association and Covenants, Conditions, Restrictions and Easements of Eagle Creek, dated May 30, 2003, which was recorded on June 4, 2003, under Document No. 2003I 0066203, Pages 1 – 48, in the Office of the Director of Records of Jackson County, Missouri, at Independence (the "Declaration"), pursuant to which Declaration the Developer continues to subject the Property to certain amended and modified covenants, conditions, restrictions and easements for the purpose of protecting the value and desirability of the Property. The Declaration amended and restated the previous Original Supplemented Declaration and Original Supplemented HOA Declaration identified and defined therein pursuant to which various parcels of property were made a part of the Subdivision. Pursuant to the Supplemental Declarations identified on **EXHIBIT A** attached hereto, the Developer has expanded the Property to include additional real property as described therein.

C. Pursuant to Section 17.2 of the amended and restated Declaration, prior to the "Turnover Date" (which has not yet occurred), the Developer has the unilateral right to amend, alter or modify the Declaration.

KCT-202796

(ABOVE SPACE RESERVED FOR RECORDER OF DEEDS' USE)

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| Document Title: | Fifteenth Supplement to Amended and Restated Declaration of Homes Association and Covenants, Conditions, Restrictions and Easements of Eagle Creek |
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# FIFTEENTH SUPPLEMENT TO AMENDED AND RESTATED DECLARATION OF HOMES ASSOCIATION AND COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF EAGLE CREEK

**THIS FIFTEENTH SUPPLEMENT TO AMENDED AND RESTATED DECLARATION OF HOMES ASSOCIATION AND COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF EAGLE CREEK** (this "Supplemental Declaration") is made and executed as of October 31, 2016, 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.** The Developer has been developing and continues to develop a residential Subdivision known as Eagle Creek in the City of Lee's Summit (the "City"), Jackson County, Missouri. The real property constituting the Eagle Creek Subdivision (the "Property" or the "Eagle Creek Property") prior to the date of this Supplemental Declaration is legally described as shown on Exhibit C to the amended and restated Declaration identified in Recital B below as expanded pursuant to the Supplemental Declarations shown on **EXHIBIT A** attached hereto.

**B.** The Developer has executed that certain Amended and Restated Declaration of Homes Association and Covenants, Conditions, Restrictions and Easements of Eagle Creek, dated May 30, 2003, which was recorded on June 4, 2003, under Document No. 2003I 0066203, Pages 1 – 48, in the Office of the Director of Records of Jackson County, Missouri, at Independence (the "Declaration"), pursuant to which Declaration the Developer continues to subject the Property to certain amended and modified covenants, conditions, restrictions and easements for the purpose of protecting the value and desirability of the Property. The Declaration amended and restated the previous Original Supplemented Declaration and Original Supplemented HOA Declaration identified and defined therein pursuant to which various parcels of property were made a part of the Subdivision. Pursuant to the Supplemental Declarations identified on **EXHIBIT A** attached hereto, the Developer has expanded the Property to include additional real property as described therein.

**C.** Pursuant to Section 17.2 of the amended and restated Declaration, prior to the "Turnover Date" (which has not yet occurred), the Developer has the unilateral right to amend, alter or modify the Declaration.

KCT-202796

**D.** The Property, as expanded, is legally described as **EXHIBIT B** attached hereto.

**E.** The Developer desires to amend Section 15.3 of the Declaration entitled "Limited Property Rentals" in the manner set forth below.

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

1. **Amendment to Article 15.3**. Article 15.3 of the Declaration is hereby amended to read as follows:

> *"15.3 **Limited Property Rentals**. For purposes of this Article 15.3, the term "Residence" shall mean any Single Family Residence, any Attached Patio Home or any Attached Townhome. A Residence may be used for permanent or temporary occupancy by the Owner and the Owner's family. An Owner may rent such Residence 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 of Residences for periods of time less than one (1) year are not permitted. An Owner who leases a Residence must provide to the Association a true copy of each signed lease or rental agreement. Each lease or rental agreement shall clearly set forth the name(s) of the tenant(s) and the landlord's and tenant's responsibilities with respect to the Residence including maintenance, repair and upkeep. Each change in tenant(s) shall be reported by the Owner to the Association together with a true copy of the signed lease or rental agreement with such new tenant(s). Signs advertising a Residence for lease or rental shall only be of such type and size and be placed only at such locations as are approved in advance by the Association."*

2. **Definitions**. All defined terms used in this Supplemental Declaration, which are not otherwise defined herein, shall have the meaning ascribed to them in the Declaration.

3. **Ratification of Amended and Restated Declaration**. The Developer, on behalf of itself and as the holder of a majority of the votes possible to be cast nnder 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 constituting the Property 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 or any Lots, Tracts, Commons Areas or Restricted Common Areas otherwise subject to the terms thereof.

**IN WITNESS WHEREOF**, the Developer has caused this Supplemental 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, Vice President

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

On this 31st day of October, 2016, before me, the undersigned Notary Public in and for said County and State, personally appeared F. Brenner Holland, who, being by me first duly sworn, did say that he is a 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
State of Missouri
Commissioned for Clay County
My Commission Expires: July 16, 2017
Commission Number: 13498897

**EXHIBIT A**
**TO**
**FIFTEENTH SUPPLEMENT TO AMENDED AND RESTATED DECLARATION OF HOMES ASSOCIATION AND COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF EAGLE CREEK**

**SUMMARY OF SUPPLEMENTS**

| DATE EXECUTED/ DATE RECORDED | RECORDING INFO. | SUPPLEMENT # | INFORMATION |
|---|---|---|---|
| 05-30-03/06-04-03 | Doc #2003I 0066203 (Pages 1 – 48) | Original | Amended and Restated Declaration of Homes Association and Covenants, Conditions, Restrictions and Easements |
| 06-04-03/06-09-03 | Doc #2003I 0068065 (Pages 1 – 4) | First | Eagle Creek – Townhomes – 1st Plat |
| 09-26-03/10/14/03 | Doc #2003I 0126509 (Pages 1 – 6) | Second | Eagle Creek – 8th Plat |
| 07-12-04/07-16-04 | Doc #2004I 0068231 (Pages 1 – 5) | Third | Eagle Creek – 9th Plat |
| 03-17-05/03-22-05 | Doc #2005I0023175 (Pages 1 – 7) | Fourth | Eagle Creek – 9th Plat – Imposed Fencing Restrictions on Lots 349 through 364 |
| 10-14-05/10-28-05 | Doc #2005I0096058 (Pages 1 – 5) | Fifth | Eagle Creek – 10th Plat |
| 11-08-05/11-09-05 | Doc #2005I0100013 (Pages 1 – 5) | Sixth | Eagle Creek – Townhomes – 2nd Plat |
| 06-14-06/10-23-06 | Doc #2006E0111119 (Pages 1 – 7) | Seventh | Eagle Creek – 11th Plat |
| 10-23-06/10-26-06 | Doc #2006E0112929 (Pages 1 – 6) | Eighth | Eagle Creek – Townhomes – 3rd Plat |
| 07-12-11/07-22-11 | Doc #2011E0067745 (Pages 1-7) | Ninth | Eagle Creek – 12th Plat |
| 09-23-13/01-22-14 | Doc #2014E0005951 (Pages 1-6) | Tenth | Eagle Creek – 13th Plat |
| 10-06-14/10-09-14 | Doc #2014E0084761 (Pages 1-5) | Eleventh | Eagle Creek – 13th Plat – Revised Fencing Restrictions |

| | | | |
|---|---|---|---|
| 01-12-15/01-14-15 | Doc #2015E0003947 (Pages 1-5) | Twelfth | Eagle Creek – 1st and 5th Plats – Revised Fencing |
| 06-30-15/07-06-15 | Doc #2015E0058737 (Pages 1-5) | Thirteenth | Eagle Creek – 13th Plat – Further Revised Fencing Restrictions |
| 06-16-16/08-03-16 | Doc #2016E0071376 (Pages 1-7) | Fourteenth | Eagle Creek – 14th Plat |

**EXHIBIT B**
**TO**
**FIFTEENTH SUPPLEMENT TO AMENDED AND RESTATED DECLARATION OF HOMES ASSOCIATION AND COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF EAGLE CREEK**

**Legal Descriptions of Property as Expanded:**

Lots 1 through and including 51, EAGLE CREEK – FIRST PLAT, a subdivision in the City of Lee's Summit, Jackson County, Missouri, according to the recorded plat thereof.

Lots 52 through and including 97, EAGLE CREEK – SECOND PLAT, a subdivision in the City of Lee's Summit, Jackson County, Missouri, according to the recorded plat thereof.

Lots 98 through and including 120, EAGLE CREEK – THIRD PLAT, a subdivision in the City of Lee's Summit, Jackson County, Missouri, according to the recorded plat thereof.

Lots 121 through and including 169 and Lot 229, EAGLE CREEK – FOURTH PLAT, a subdivision in the City of Lee's Summit, Jackson County, Missouri, according to the recorded plat thereof.

Lots 170 through and including 208, EAGLE CREEK – FIFTH PLAT, a subdivision in the City of Lee's Summit, Jackson County, Missouri, according to the recorded plat thereof.

Lots 209 through and including 228, EAGLE CREEK – SIXTH PLAT, a subdivision in the City of Lee's Summit, Jackson County, Missouri, according to the recorded plat thereof.

Lots 230 through and including 282 and Tract C, EAGLE CREEK – SEVENTH PLAT, a subdivision in the City of Lee's Summit, Jackson County, Missouri, according to the recorded plat thereof.

**Legal Description of Eighth Expansion Property:**

Lots A, B and C, EAGLE CREEK TOWNHOMES – FIRST PLAT, a subdivision in Lee's Summit, Jacksou County, Missouri, according to the recorded plat thereof.

**Legal Description of Ninth Expansion Property:**

EAGLE CREEK – EIGHTH PLAT (Lots 283 through 348, inclusive, and Tract D), a subdivision in Lee's Summit, Jackson County, Missouri, according to the recorded plat thereof.

**Legal Description of Tenth Expansion Property:**

EAGLE CREEK – NINTH PLAT (Lots 349 through 400, inclusive), a subdivision in Lee's Summit, Jackson County, Missouri, according to the recorded plat thereof.

**Legal Description of Eleventh Expansion Property:**

Lots 401 through 453, inclusive, and Tract A, EAGLE CREEK – TENTH PLAT, a subdivision in Lee's Summit, Jackson County, Missouri, according to the recorded plat thereof.

**Legal Description of Twelfth Expansion Property:**

Lots D, E, F and G, EAGLE CREEK TOWNHOMES – SECOND PLAT, a subdivision in Lee's Summit, Jackson County, Missouri, according to the recorded plat thereof.

**Legal Description of Thirteenth Expansion Property:**

Lots 454 through 509, inclusive, and Tract J, EAGLE CREEK – ELEVENTH PLAT, a subdivision in Lee's Summit, Jackson County, Missouri, according to the recorded plat thereof.

**Legal Description of Fourteenth Expansion Property:**

Lots H, I and J, EAGLE CREEK TOWNHOMES – THIRD PLAT, a subdivision in Lee's Summit, Jackson County, Missouri, according to the recorded plat thereof.

**Legal Description of Fifteenth Expansion Property:**

Lots 510 through and including 556, EAGLE CREEK – TWELFTH PLAT, a subdivision in Lee's Summit, Jackson County, Missouri, according to the recorded plat thereof.

**Legal Description of Sixteenth Expansion Property:**

Lots 557 through and including 616, and Tracts K, L and M, EAGLE CREEK – THIRTEENTH PLAT, a subdivision in Lee's Summit, Jackson County, Missouri, according to the recorded plat thereof.

**Legal Description of Seventeenth Expansion Property:**

Lots 617 through and including 660, EAGLE CREEK – FOURTEENTH PLAT, a subdivision in Lee's Summit, Jackson County, Missouri, according to the recorded plat thereof.

**ELECTRONICALLY RECORDED**
JACKSON COUNTY, MISSOURI
**02/16/2017 01:22:57 PM**
REST FEE: $ 36.00 6 Pages
INSTRUMENT NUMBER:
**2017E0014794**

(ABOVE SPACE RESERVED FOR RECORDER OF DEEDS' USE)

| | |
|---|---|
| Document Title: | Sixteenth Supplement to Amended and Restated Declaration of Homes Association and Covenants, Conditions, Restrictions and Easements of Eagle Creek |
| Document Date: | February 10, 2017 |
| Grantors Names: | Hunt Midwest Real Estate Development, Inc. |
| Grantee Name: | Hunt Midwest Real Estate Development, Inc. |
| Statutory Address: | Suite 100, 8300 N.E. Underground Drive, Kansas City, Missouri 64161 |
| Legal Description: | See Exhibit B attached |
| Reference Book and Page: | Amended and Restated Declaration of Homes Association and Covenants, Conditions, Restrictions and Easements of Eagle Creek, Document No. 2003I 0066203, Pages 1 - 48 |

## SIXTEENTH SUPPLEMENT TO AMENDED AND RESTATED DECLARATION OF HOMES ASSOCIATION AND COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF EAGLE CREEK

**THIS SIXTEENTH SUPPLEMENT TO AMENDED AND RESTATED DECLARATION OF HOMES ASSOCIATION AND COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF EAGLE CREEK** (this "Supplemental Declaration") is made and executed as of February 10th, 2017, 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.** The Developer has been developing and continues to develop a residential Subdivision known as Eagle Creek in the City of Lee's Summit (the "City"), Jackson County, Missouri. The real property constituting the Eagle Creek Subdivision (the "Property" or the "Eagle Creek Property") is legally described as shown on Exhibit C to the amended and restated Declaration identified in Recital B below as expanded pursuant to the Supplemental Declarations shown on **EXHIBIT A** attached hereto.

**B.** The Developer has executed that certain Amended and Restated Declaration of Homes Association and Covenants, Conditions, Restrictions and Easements of Eagle Creek, dated May 30, 2003, which was recorded on June 4, 2003, under Document No. 2003I 0066203, Pages 1 – 48, in the Office of the Director of Records of Jackson County, Missouri, at Independence (the "Declaration"), pursuant to which Declaration the Developer continues to subject the Property to certain amended and modified covenants, conditions, restrictions and easements for the purpose of protecting the value and desirability of the Property. The Declaration amended and restated the previous Original Supplemented Declaration and Original Supplemented HOA Declaration identified and defined therein pursuant to which various parcels of property were made a part of the Subdivision. Pursuant to the Supplemental Declarations identified on **EXHIBIT A** attached hereto, the Developer has expanded the Property to include additional real property as described therein.

**C.** Pursuant to Section 17.2 of the amended and restated Declaration, prior to the "Turnover Date" (which has not yet occurred), the Developer has the unilateral right to amend, alter or modify the Declaration.

KANSAS CITY TITLE
202796

(ABOVE SPACE RESERVED FOR RECORDER OF DEEDS' USE)

| | |
|---|---|
| Document Title: | Sixteenth Supplement to Amended and Restated Declaration of Homes Association and Covenants, Conditions, Restrictions and Easements of Eagle Creek |
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| Grantors Names: | Hunt Midwest Real Estate Development, Inc. |
| Grantee Name: | Hunt Midwest Real Estate Development, Inc. |
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| Legal Description: | See Exhibit B attached |
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# SIXTEENTH SUPPLEMENT TO AMENDED AND RESTATED DECLARATION OF HOMES ASSOCIATION AND COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF EAGLE CREEK

**THIS SIXTEENTH SUPPLEMENT TO AMENDED AND RESTATED DECLARATION OF HOMES ASSOCIATION AND COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF EAGLE CREEK** (this "Supplemental Declaration") is made and executed as of February 10th, 2017, 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.** The Developer has been developing and continues to develop a residential Subdivision known as Eagle Creek in the City of Lee's Summit (the "City"), Jackson County, Missouri. The real property constituting the Eagle Creek Subdivision (the "Property" or the "Eagle Creek Property") is legally described as shown on Exhibit C to the amended and restated Declaration identified in Recital B below as expanded pursuant to the Supplemental Declarations shown on **EXHIBIT A** attached hereto.

**B.** The Developer has executed that certain Amended and Restated Declaration of Homes Association and Covenants, Conditions, Restrictions and Easements of Eagle Creek, dated May 30, 2003, which was recorded on June 4, 2003, under Document No. 2003I 0066203, Pages 1 – 48, in the Office of the Director of Records of Jackson County, Missouri, at Independence (the "Declaration"), pursuant to which Declaration the Developer continues to subject the Property to certain amended and modified covenants, conditions, restrictions and easements for the purpose of protecting the value and desirability of the Property. The Declaration amended and restated the previous Original Supplemented Declaration and Original Supplemented HOA Declaration identified and defined therein pursuant to which various parcels of property were made a part of the Subdivision. Pursuant to the Supplemental Declarations identified on **EXHIBIT A** attached hereto, the Developer has expanded the Property to include additional real property as described therein.

**C.** Pursuant to Section 17.2 of the amended and restated Declaration, prior to the "Turnover Date" (which has not yet occurred), the Developer has the unilateral right to amend, alter or modify the Declaration.

KANSAS CITY TITLE
202196

**D.** On July 21, 2016, the Developer executed that certain subdivision plat entitled "EAGLE CREEK – FOURTEENTH PLAT" (the "Fourteenth Plat"), covering the real property formerly legally described as shown therein and on Exhibit B attached to the Fourteenth Supplemental Declaration shown on Exhibit A, and platting the same into the Lots, tracts, streets, roadways, private open space and other areas shown and marked thereon, if any (the "Seventeenth Expansion Property"), which Fourteenth Plat was approved on July 21, 2016, by the City Council of the City, and was recorded on August 2, 2016, under Document No. 2016E0071110, in said Director of Records' Office.

**E.** The Developer desires to amend the Declaration to impose fencing restrictions on those certain Lots in the Fourteenth Plat (the "Restricted Lots") described in Exhibit B attached to this Supplemental Declaration.

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

1. **Fencing Restrictions on Restricted Lots**. Fences shall be permitted on any of the Restricted Lots but only with the prior approval of the Review Committee. All fences on the Restricted Lots will be constructed of dog-eared cedar pickets not exceeding four feet (4') in height as approved in advance by the Review Committee in its sole discretion. The construction methods and location of all such fences on the Restricted Lots approved by the Review Committee shall harmonize with the external design of the Single Family Residences, Townhomes and other structures in the Subdivision. No wire or chain link fences shall be permitted. Under no circumstance shall any fence be permitted in violation of restrictions in any Plat of the Subdivision or any ordinance approving any Plat of the Subdivision or any other Plat affecting the Property. No fence shall be placed in front of the rear wall of the Single Family Residence and, for a Single Family Residence on a corner Lot, no fence facing a Street may be placed beyond the point where the side wall of the Single Family Residence meets the rear wall of the Single Family Residence without the prior approval of the Review Committee obtained in advance of construction.

2. **Ratification of Amended and Restated 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, or any Restricted Lots, Lots, Tracts, Commons Areas or Restricted Common Areas otherwise subject to the terms hereof.

**IN WITNESS WHEREOF**, the Developer has caused this Supplemental 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, Vice President

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

On this 10th day of February, 2017, before me, the undersigned Notary Public in and for said County and State, personally appeared F. Brenner Holland, who, being by me first duly sworn, did say that he is a 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:
July 16, 2017

PEGGY L. WELLS
Notary Public - Notary Seal
State of Missouri
Commissioned for Clay County
My Commission Expires: July 16, 2017
Commission Number: 13498897

**EXHIBIT A**
**TO**
**FIFTEENTH SUPPLEMENT TO AMENDED AND RESTATED DECLARATION OF HOMES ASSOCIATION AND COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF EAGLE CREEK**

**SUMMARY OF SUPPLEMENTS**

| DATE EXECUTED/ DATE RECORDED | RECORDING INFO. | SUPPLEMENT # | INFORMATION |
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| 09-26-03/10/14/03 | Doc #2003I 0126509 (Pages 1 – 6) | Second | Eagle Creek – 8th Plat |
| 07-12-04/07-16-04 | Doc #2004I 0068231 (Pages 1 – 5) | Third | Eagle Creek – 9th Plat |
| 03-17-05/03-22-05 | Doc #2005I0023175 (Pages 1 – 7) | Fourth | Eagle Creek – 9th Plat – Imposed Fencing Restrictions on Lots 349 through 364 |
| 10-14-05/10-28-05 | Doc #2005I0096058 (Pages 1 – 5) | Fifth | Eagle Creek – 10th Plat |
| 11-08-05/11-09-05 | Doc #2005I0100013 (Pages 1 – 5) | Sixth | Eagle Creek – Townhomes – 2nd Plat |
| 06-14-06/10-23-06 | Doc #2006E0111119 (Pages 1 – 7) | Seventh | Eagle Creek – 11th Plat |
| 10-23-06/10-26-06 | Doc #2006E0112929 (Pages 1 – 6) | Eighth | Eagle Creek – Townhomes – 3rd Plat |
| 07-12-11/07-22-11 | Doc #2011E0067745 (Pages 1-7) | Ninth | Eagle Creek – 12th Plat |
| 09-23-13/01-22-14 | Doc #2014E0005951 (Pages 1-6) | Tenth | Eagle Creek – 13th Plat |
| 10-06-14/10-09-14 | Doc #2014E0084761 (Pages 1-5) | Eleventh | Eagle Creek – 13th Plat – Revised Fencing Restrictions |

| | | | |
|---|---|---|---|
| 01-12-15/01-14-15 | Doc #2015E0003947 (Pages 1-5) | Twelfth | Eagle Creek – 1st and 5th Plats – Revised Fencing |
| 06-30-15/07-06-15 | Doc #2015E0058737 (Pages 1-5) | Thirteenth | Eagle Creek – 13th Plat – Further Revised Fencing Restrictions |
| 06-16-16/08-03-16 | Doc #2016E0071376 (Pages 1-7) | Fourteenth | Eagle Creek – 14th Plat |
| 10-31-16/11-07-16 | Doc #2016E0105433 (Pages 1-7) | Fifteenth | Eagle Creek – Revised Limited Property Rentals |

**EXHIBIT B**
**TO**
**SIXTEENTH SUPPLEMENT TO AMENDED AND RESTATED DECLARATION OF HOMES ASSOCIATION AND COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF EAGLE CREEK**

**Legal Descriptions of Restricted Lots subject to Fencing Restrictions:**

Lots 651 through and including 660, EAGLE CREEK – FOURTEENTH PLAT, a subdivision in Lee's Summit, Jackson County, Missouri, according to the recorded plat thereof.

ELECTRONICALLY RECORDED
JACKSON COUNTY, MISSOURI
08/16/2017 04:53:30 PM
MISC FEE: $ 36.00 6 Pages
INSTRUMENT NUMBER:
2017E0076097

(ABOVE SPACE RESERVED FOR RECORDER OF DEEDS' USE)

| | |
|---|---|
| Document Title: | Seventeenth Supplement to Amended and Restated Declaration of Homes Association and Covenants, Conditions, Restrictions and Easements of Eagle Creek |
| Document Date: | August 11, 2017 |
| Grantors Names: | Hunt Midwest Real Estate Development, Inc. |
| Grantee Name: | Hunt Midwest Real Estate Development, Inc. |
| Statutory Address: | Suite 100, 8300 N.E. Underground Drive, Kansas City, Missouri 64161 |
| Legal Description: | See Exhibit B attached |
| Reference Book and Page: | Amended and Restated Declaration of Homes Association and Covenants, Conditions, Restrictions and Easements of Eagle Creek, Document No. 2003I 0066203, Pages 1 - 48 |

## SEVENTEENTH SUPPLEMENT TO AMENDED AND RESTATED DECLARATION OF HOMES ASSOCIATION AND COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF EAGLE CREEK

**THIS SEVENTEENTH SUPPLEMENT TO AMENDED AND RESTATED DECLARATION OF HOMES ASSOCIATION AND COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF EAGLE CREEK** (this "Supplemental Declaration") is made and executed as of August 11TH, 2017, 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.** The Developer has been developing and continues to develop a residential Subdivision known as Eagle Creek in the City of Lee's Summit (the "City"), Jackson County, Missouri. The real property constituting the Eagle Creek Subdivision (the "Property" or the "Eagle Creek Property") is legally described as shown on Exhibit C to the amended and restated Declaration identified in Recital B below as expanded pursuant to the Supplemental Declarations shown on **EXHIBIT A** attached hereto.

**B.** The Developer has executed that certain Amended and Restated Declaration of Homes Association and Covenants, Conditions, Restrictions and Easements of Eagle Creek, dated May 30, 2003, which was recorded on June 4, 2003, under Document No. 2003I 0066203, Pages 1 – 48, in the Office of the Director of Records of Jackson County, Missouri, at Independence (the "Declaration"), pursuant to which Declaration the Developer continues to subject the Property to certain amended and modified covenants, conditions, restrictions and easements for the purpose of protecting the value and desirability of the Property. The Declaration amended and restated the previous Original Supplemented Declaration and Original Supplemented HOA Declaration identified and defined therein pursuant to which various parcels of property were made a part of the Subdivision. Pursuant to the Supplemental Declarations identified on **EXHIBIT A** attached hereto, the Developer has expanded the Property to include additional real property as described therein. All capitalized words and terms used herein and not otherwise defined shall have the meanings ascribed to them in the Declaration.



KANSAS CITY TITLE
202196

C. Pursuant to Section 17.2 of the amended and restated Declaration, prior to the "Turnover Date" (which has not yet occurred), the Developer has the unilateral right to amend, alter or modify the Declaration.

D. The Developer has previously caused those certain subdivision plats identified and described on **EXHIBIT B** attached hereto to be approved by the City Council of the City, and recorded in said Director of Records' Office, such platted property (and the Lots created thereby as have been or may be further subdivided by Lot split, minor subdivision or otherwise) being intended for development of Attached Townhomes. The Developer also owns vacant ground not yet platted adjacent to the Property which is intended for development of Attached Patio Homes.

E. The Developer desires to amend the Declaration to modify and change the definitions of certain words or phrases used therein relating to Attached Townhomes and Attached Patio Homes as set forth below.

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

1. **Amendment of Article 1.9**. Article 1.9 of the Declaration is amended to read as follows:

> "1.9 "**Attached Patio Home Owner's Proportionate Share**" means a fraction, the numerator of which is the number of Attached Patio Home dwellings on Attached Patio Home Lots then owned by an Attached Patio Home Owner then within the Property, and the denominator of which is the total number of all Attached Patio Home dwellings on all Attached Patio Home Lots then within the Property, as it may be expanded. Multiple living units within any building shall each constitute a "dwelling" so that a duplex shall count as 2 dwellings, a quadplex as 4 dwellings, etc."

2. **Amendment of Article 1.13**. Article 1.13 of the Declaration is amended to read as follows:

> "1.13 "**Attached Townhome Owner's Proportionate Share**" means a fraction, the numerator of which is the number of Attached Townbome dwellings on Attached Townhome Lots then owned by an Attached Townhome Owner then within the Property, and the denominator of which is the total number of all Attached Townhome dwellings on all Attached Townhome Lots then within the Property, as it may be expanded. Multiple living units within any building shall each constitute a "dwelling" so that a duplex shall count as 2 dwellings, a quadplex as 4 dwellings, etc."

3. **Amendment of Article 1.33**. Article 1.33 of the Declaration is amended to read as follows:

> "1.33 "**Owner's Proportionate Share**" means: (a) for Single Family Residences, a fraction, the numerator of which is the number of Single Family Residences then owned by such Owner within the Property, and the denominator of which is the total number of all dwellings on all Lots (i.e., all Single Family Residence Lots, Attached Patio Home Lots and Attached Townhome Lots) then within the Property as it may be expanded; (b) for Attached Patio Homes, the fraction described in Article 1.9 with the denominator modified to be the total number of all dwellings on all Lots (i.e., Single Family Residence Lots, Attached Patio Home Lots and Attached Townhome Lots) then within the Property, as it may be expanded; and (c) for Attached Townhomes, the fraction described in Article 1.13 with the denominator modified to be the total number of all dwellings on all Lots (i.e., Single Family Residence Lots, Attached Patio Home Lots and Attached Townhome Lots) then within the Property, as it may be expanded. "**Dwelling**" shall have the meaning set forth in Articles 1.9 and 1.13"

4. **Ratification of Amended and Restated 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, or any Restricted Lots, Lots, Tracts, Commons Areas or Restricted Common Areas otherwise subject to the terms hereof.

**IN WITNESS WHEREOF**, the Developer has caused this Supplemental 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. B. Holland
F. Brenner Holland, Jr., Vice President

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

On this 11th day of August, 2017, 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 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, 2021

**EXHIBIT A**
**TO**
**SEVENTEENTH SUPPLEMENT TO AMENDED AND RESTATED DECLARATION OF HOMES ASSOCIATION AND COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF EAGLE CREEK**

**SUMMARY OF SUPPLEMENTS**

| DATE EXECUTED/ DATE RECORDED | RECORDING INFO. | SUPPLEMENT # | INFORMATION |
|---|---|---|---|
| 05-30-03/06-04-03 | Doc #2003I 0066203 (Pages 1 – 48) | Original | Amended and Restated Declaration of Homes Association and Covenants, Conditions, Restrictions and Easements |
| 06-04-03/06-09-03 | Doc #2003I 0068065 (Pages 1 – 4) | First | Eagle Creek – Townhomes – 1st Plat |
| 09-26-03/10/14/03 | Doc #2003I 0126509 (Pages 1 – 6) | Second | Eagle Creek – 8th Plat |
| 07-12-04/07-16-04 | Doc #2004I 0068231 (Pages 1 – 5) | Third | Eagle Creek – 9th Plat |
| 03-17-05/03-22-05 | Doc #2005I0023175 (Pages 1 – 7) | Fourth | Eagle Creek – 9th Plat – Imposed Fencing Restrictions on Lots 349 through 364 |
| 10-14-05/10-28-05 | Doc #2005I0096058 (Pages 1 – 5) | Fifth | Eagle Creek – 10th Plat |
| 11-08-05/11-09-05 | Doc #2005I0100013 (Pages 1 – 5) | Sixth | Eagle Creek – Townhomes – 2nd Plat |
| 06-14-06/10-23-06 | Doc #2006E0111119 (Pages 1 – 7) | Seventh | Eagle Creek – 11th Plat |
| 10-23-06/10-26-06 | Doc #2006E0112929 (Pages 1 – 6) | Eighth | Eagle Creek – Townhomes – 3rd Plat |
| 07-12-11/07-22-11 | Doc #2011E0067745 (Pages 1-7) | Ninth | Eagle Creek – 12th Plat |
| 09-23-13/01-22-14 | Doc #2014E0005951 (Pages 1-6) | Tenth | Eagle Creek – 13th Plat |
| 10-06-14/10-09-14 | Doc #2014E0084761 (Pages 1-5) | Eleventh | Eagle Creek – 13th Plat – Revised Fencing Restrictions |

| | | | |
|---|---|---|---|
| 01-12-15/01-14-15 | Doc #2015E0003947 (Pages 1-5) | Twelfth | Eagle Creek – 1st and 5th Plats – Revised Fencing |
| 06-30-15/07-06-15 | Doc #2015E0058737 (Pages 1-5) | Thirteenth | Eagle Creek – 13th Plat – Further Revised Fencing Restrictions |
| 06-16-16/08-03-16 | Doc #2016E0071376 (Pages 1-7) | Fourteenth | Eagle Creek – 14th Plat |
| 10-31-16/11-07-16 | Doc #2016E0105433 (Pages 1-7) | Fifteenth | Eagle Creek – Revised Limited Property Rentals |
| 02-10-17/02-16-17 | Doc #2017E0014794 (Pages 1-6) | Sixteenth | Eagle Creek – 14th Plat – Fencing Restrictions |

**EXHIBIT B**
**TO**
**SEVENTEENTH SUPPLEMENT TO AMENDED AND RESTATED DECLARATION OF HOMES ASSOCIATION AND COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF EAGLE CREEK**

**Legal Descriptions of Lots of Attached Townhome Plats:**

Lots A, B and C, EAGLE CREEK TOWNHOMES – FIRST PLAT, a subdivision in Lee's Summit, Jackson County, Missouri, according to the recorded plat thereof;

Lots D, E, F and G, EAGLE CREEK TOWNHOMES – SECOND PLAT, a subdivision in Lee's Summit, Jackson County, Missouri, according to the recorded plat thereof;

Lots H, I and J, EAGLE CREEK TOWNHOMES – THIRD PLAT, a subdivision in Lee's Summit, Jackson County, Missouri, according to the recorded plat thereof; and

Any Lots created by any further subdivision of the above-described Lots by lot split, minor subdivision or otherwise.

RECORDER'S CERTIFICATION
JACKSON COUNTY, MISSOURI
03/16/2018 12:14:49 PM
INSTRUMENT TYPE: REST FEE: $39.00 7 PGS

INSTRUMENT NUMBER / BOOK & PAGE
2018E0021598

Robert T. Kelly, Director, Recorder Of Deeds

(ABOVE SPACE RESERVED FOR RECORDER OF DEEDS' USE)

| | |
|---|---|
| Document Title: | Eighteenth Supplement to Amended and Restated Declaration of Homes Association and Covenants, Conditions, Restrictions and Easements of Eagle Creek |
| Document Date: | February 23, 2018 |
| Grantors Names: | Hunt Midwest Real Estate Development, Inc. |
| Grantee Name: | Hunt Midwest Real Estate Development, Inc. |
| Statutory Address: | Suite 100, 8300 N.E. Underground Drive, Kansas City, Missouri 64161 |
| Legal Description: | See Exhibit B attached |
| Reference Book and Page: | Amended and Restated Declaration of Homes Association and Covenants, Conditions, Restrictions and Easements of Eagle Creek, Document No. 20031 0066203, Pages 1 - 48 |

# EIGHTEENTH SUPPLEMENT TO AMENDED AND RESTATED DECLARATION OF HOMES ASSOCIATION AND COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF EAGLE CREEK

THIS EIGHTEENTH SUPPLEMENT TO AMENDED AND RESTATED DECLARATION OF HOMES ASSOCIATION AND COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF EAGLE CREEK (this "Supplemental Declaration") is made and executed as of February 23, 2018, 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. The Developer has been developing and continues to develop a residential Subdivision known as Eagle Creek in the City of Lee's Summit (the "City"), Jackson County, Missouri. The real property constituting the Eagle Creek Subdivision (the "Property" or the "Eagle Creek Property") prior to the date of this Supplemental Declaration is legally described as shown on Exhibit C to the amended and restated Declaration identified in Recital B below as expanded pursuant to the Supplemental Declarations shown on **EXHIBIT A** attached hereto.

B. The Developer has executed that certain Amended and Restated Declaration of Homes Association and Covenants, Conditions, Restrictions and Easements of Eagle Creek, dated May 30, 2003, which was recorded on June 4, 2003, under Document No. 20031 0066203, Pages 1 – 48, in the Office of the Director of Records of Jackson County, Missouri, at Independence (the "Declaration"), pursuant to which Declaration the Developer continues to subject the Property to certain amended and modified covenants, conditions, restrictions and easements for the purpose of protecting the value and desirability of the Property. The Declaration amended and restated the previous Original Supplemented Declaration and Original Supplemented HOA Declaration identified and defined therein pursuant to which various parcels of property were made a part of the Subdivision. Pursuant to the Supplemental Declarations identified on **EXHIBIT A** attached hereto, the Developer has expanded the Property to include additional real property as described therein.

C. Pursuant to Section 17.2 of the amended and restated Declaration, prior to the "Turnover Date" (which has not yet occurred), the Developer has the unilateral right to amend, alter or modify the Declaration.

D. Pursuant to Section 14.1 of the amended and restated Declaration, the Developer has the absolute unilateral right to expand the Property to include additional Lots (for Single Family Residences, Attached Patio Homes, Attached Townhomes or any combination thereof), Common Area, Restricted Common Areas and other property in the Subdivision and also other property that has not yet been subdivided or platted (the "Expansion Property").

E. On March 6th, 2018, the Developer executed that certain subdivision plat entitled "EAGLE CREEK – FIFTEENTH PLAT" (the "Fifteenth 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 (the "Eighteenth Expansion Property"), which Fifteenth Plat was approved on March 1st, 2018, by the City Council of the City, and was recorded on March 16th, 2018, under Document No. 2018E0021597, in said Director of Records' Office.

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

G. The 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 Eighteenth Expansion Property and to subject the Eighteenth Expansion Property to the covenants, conditions, restrictions and easements contained within the amended and restated Declaration.

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

1. **Exercise of Right to Expand**. The 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 Eighteenth Expansion Property.

2. **Expansion Effective Upon Recording**. The expansion set forth above, shall be effective immediately upon filing the Fifteenth Plat and this Supplemental Declaration of record in the Office of the Director of Records for Jackson County, Missouri, at Independence. Recording of the Fifteenth 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 Eighteenth Expansion Property.

3. **Expansion of Definitions**. The definitions contained in the amended and restated Declaration are hereby expanded to encompass and refer to the Property, as expanded by the Fifteenth Plat and this Supplemental Declaration to include the Eighteenth Expansion Property. For example, (i) "Lot" shall mean the Lots described in the amended and restated Declaration and in all prior plats described in the amended and restated Declaration, any subsequent plats and in the Fifteenth Plat and (ii) all references to the Declaration shall mean the amended and restated Declaration as previously supplemented and 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 Eighteenth Expansion Property, shall be subject to all of the terms and conditions of the amended and restated Declaration immediately upon recording of the Fifteenth Plat and this Supplemental Declaration in the Office of the Director of Records for Jackson County, Missouri, at Independence.

5. **City's Common Property Requirements**. Pursuant to Section 5.520 of the City's Unified Development Ordinance, the Declaration is amended to include the following provisions and, in the event of any conflict between them and other provisions of the Declaration, these provisions shall control:

(a) The Common Areas and Restricted Common Areas of the Eighteenth Expansion Property and the Fifteenth Plat, either shown therein, if any, or to be subsequently created by lot split or minor subdivision, are the common property as described in the City's Ordinance (the "Common Property").

(b) The owners' association known as the Eagle Creek Homeowners Association (the "Association") shall be and has been established prior to the recording of any final plat or sale of any part of the property in the Eagle Creek subdivision (the "Development").

(c) The Common Property shall be owned by the Association.

(d) Ownership of any Lot in the Development shall not occur until the Association is formed (which has occurred) and ownership of all of the Common Property has been transferred to the Association.

(e) The Association shall own, manage, repair, maintain, replace, improve and operate the Common Property (including open space Tracts O, P and Q of the Fifteenth Plat) and keep it, and all improvements thereon, in good condition in accordance with and as required by the provisions of the Declaration.

(f) The Declaration's provisions (including these provisions) pertaining to the Common Property shall be permanent.

(g) All Owners (the "Lot Owners") within the Development are liable for the costs of maintenance of the Common Property and the costs of such maintenance shall be assessed proportionally against the Lot Owners in accordance with the Declaration, By-laws and rules of the Association.

(h) The Association shall provide liability insurance for the Common Property and shall pay all taxes for the Common Property.

(i) Membership in the Association shall be mandatory for each Lot Owner in the Development and any successive buyer of any Lot.

(j) Each Lot Owner, at the time of purchase, shall be furnished with a copy of the Declaration, as amended.

(k) The Association shall not be dissolved without the consent of the City, unless the maintenance responsibilities set forth herein are assigned, with the consent of the City, to a person or entity with the financial, legal and administrative ability to perform such obligations.

(l) In the event that any condition of the Common Property is determined to be a nuisance or in disrepair in violation of any provision of the Lee's Summit Property Maintenance Code, and such disrepair or nuisance is abated pursuant to procedures otherwise provided in the Property Maintenance Code, the costs to abate the nuisance created by the failure to maintain the Common Property shall be assessed proportionally against the individual Lots within the Development, in an equal amount per individual Lot, pursuant to the tax bill provisions of the Property Maintenance Code, and the amount caused by the Finance Director to be assessed annually by tax bill shall not exceed five percent (5%) of assessed valuation per individual Lot.

(m) In the event it is determined that the maintenance of any storm water conveyance, retention or detention facility located on the Common Property fails to meet any standard set forth in the applicable final development plan, or final plat if no final development plan is required, and such failure is abated by the City pursuant to the procedures of its ordinances or codes, upon completion of the work and certification by the Director of Public Works that the deficiency has been abated, the 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 therefore, or add the costs thereof to the annual real estate tax bill, at the Finance Director's option, proportionally against the individual Lots within the Development, in an equal amount per individual Lot, the amount caused by the Finance Director to be assessed annually by tax bill shall not exceed five percent (5%) of assessed valuation per individual Lot, the tax bill from the date of its issuance shall be a first 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, each special tax bill shall be issued by the City Clerk and delivered to the City Finance Director on or before the first day of June of each year, and such tax bill, if not paid when due, shall bear interest at the rate of eight percent (8%).

(n) The City shall be a third party beneficiary of all provisions herein pertaining to the assessment of costs for maintenance of storm water conveyance, retention or detention facilities on the Common Property, and such provisions shall not be modified or amended without the written consent of the City.

6. Fencing Restrictions on Restricted Lots. Fences shall be permitted on any of Lots 661 through and including 674 (the "Restricted Lots") but only with the prior approval of the Review Committee. All fences on the Restricted Lots will be constructed of dog-eared cedar pickets not exceeding four feet (4') in height as approved in advance by the Review Committee in its sole discretion. The construction methods and location of all such fences on the Restricted Lots approved by the Review Committee shall harmonize with the external design of the Single Family Residences, Townhomes and other structures in the Subdivision. No wire or chain link fences shall be permitted. Under no circumstance shall any fence be permitted in violation of restrictions in any Plat of the Subdivision or any ordinance approving any Plat of the Subdivision or any other Plat affecting the Property. No fence shall be placed in front of the rear wall of the Single Family Residence and, for a Single Family Residence on a corner Lot, no fence facing a Street may be placed beyond the point where the side wall of the Single Family Residence meets the rear wall of the Single Family Residence without the prior approval of the Review Committee obtained in advance of construction.

7. Ratification of Amended and Restated 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, the Eighteenth Expansion Property or any Lots, Tracts, Commons Areas or Restricted Common Areas otherwise subject to the terms hereof.

IN WITNESS WHEREOF, the Developer has caused this Supplemental 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, Jr., Vice President

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

On this 23rd day of February, 2018, 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 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
Notary Public – Notary Seal
Clay County – State of Missouri
Commission Number 13498897
My Commission Expires Jul 16, 2021

_____
Signature of Notary Public

Peggy L. Wells
Typed or Printed Name of Notary

My Commission expires:
July 16, 2021

EXHIBIT A
TO
EIGHTEENTH SUPPLEMENT TO AMENDED AND RESTATED
DECLARATION OF HOMES ASSOCIATION AND
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
OF EAGLE CREEK

SUMMARY OF SUPPLEMENTS

| DATE EXECUTED/ DATE RECORDED | RECORDING INFO. | SUPPLEMENT # | INFORMATION |
|---|---|---|---|
| 05-30-03/06-04-03 | Doc #20031 0066203 (Pages 1 – 48) | Original | Amended and Restated Declaration of Homes Association and Covenants, Conditions, Restrictions and Easements |
| 06-04-03/06-09-03 | Doc #20031 0068065 (Pages 1 – 4) | First | Eagle Creek – Townhomes – 1st Plat |
| 09-26-03/10/14/03 | Doc #20031 0126509 (Pages 1 – 6) | Second | Eagle Creek – 8th Plat |
| 07-12-04/07-16-04 | Doc #20041 0068231 (Pages 1 – 5) | Third | Eagle Creek – 9th Plat |
| 03-17-05/03-22-05 | Doc #200510023175 (Pages 1 – 7) | Fourth | Eagle Creek – 9th Plat – Imposed Fencing Restrictions on Lots 349 through 364 |
| 10-14-05/10-28-05 | Doc #200510096058 (Pages 1 – 5) | Fifth | Eagle Creek – 10th Plat |
| 11-08-05/11-09-05 | Doc #200510100013 (Pages 1 – 5) | Sixth | Eagle Creek – Townhomes – 2nd Plat |
| 06-14-06/10-23-06 | Doc #2006E0111119 (Pages 1 – 7) | Seventh | Eagle Creek – 11th Plat |
| 10-23-06/10-26-06 | Doc #2006E0112929 (Pages 1 – 6) | Eighth | Eagle Creek – Townhomes – 3rd Plat |
| 07-12-11/07-22-11 | Doc #2011E0067745 (Pages 1-7) | Ninth | Eagle Creek – 12th Plat |
| 09-23-13/01-22-14 | Doc #2014E0005951 (Pages 1-6) | Tenth | Eagle Creek – 13th Plat |
| 10-06-14/10-09-14 | Doc #2014E0084761 (Pages 1-5) | Eleventh | Eagle Creek – 13th Plat – Revised Fencing Restrictions |

| | | | |
|---|---|---|---|
| 01-12-15/01-14-15 | Doc #2015E0003947 (Pages 1-5) | Twelfth | Eagle Creek – 1st and 5th Plats – Revised Fencing |
| 06-30-15/07-06-15 | Doc. #2015E0058737 (Pages 1-5) | Thirteenth | Eagle Creek – 13th Plat – Further Revised Fencing Restrictions |
| 06-16-16/08-03-16 | Doc #2016E0071376 (Pages 1-7) | Fourteenth | Eagle Creek – 14th Plat |
| 10-31-16/11-07-16 | Doc #2016E0105433 (Pages 1-7) | Fifteenth | Eagle Creek – Revised Limited Property Rentals |
| 02-10-17/02-16-17 | Doc #2017E0014794 (Pages 1-6) | Sixteenth | Eagle Creek – 14th Plat – Fencing Restrictions |
| 08-11-17/08-16-17 | Doc #2017E0076097 (Pages 1-6) | Seventeenth | Eagle Creek – Certain Definitions Changes |

EXHIBIT B
TO
EIGHTEENTH SUPPLEMENT TO AMENDED AND RESTATED
DECLARATION OF HOMES ASSOCIATION AND
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
OF EAGLE CREEK

Legal Description of Eighteenth Expansion Property:

Lots 661 through and including 707, and Tracts O, P and Q, EAGLE CREEK – FIFTEENTH PLAT, a subdivision in Lee's Summit, Jackson County, Missouri, according to the recorded plat thereof.

Legal Description of Eighteenth Expansion Property Prior to Platting:

A tract of land in the Northwest 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 as follows: Beginning at the Northwest corner of said Northwest Quarter; thence South 87°35'47" East, along the North line of said Northwest Quarter, 1,301.52 feet; thence South 02°24'13" West, 105.00 feet; thence South 42°35'47" East, 35.36 feet; thence South 02°24'13" West, 50.00 feet; thence South 47°24'13" West, 35.36 feet; thence South 02°24'13" West, 134.41 feet; thence Southerly, along a curve to the left, being tangent with the last described course with a radius of 800.00 feet, a central angle of 01°54'39", and an arc distance of 26.68 feet to the Northeast corner of said EAGLE CREEK-FOURTEENTH PLAT; thence North 89°30'27" West, along the North line of said EAGLE CREEK-FOURTEENTH PLAT, 75.00 feet; thence South 71°15'03" West, continuing along said North line, 107.13 feet; thence South 51°50'15" West, continuing along said North line, 234.72 feet; thence South 46°51'05" West, continuing along said North line, 149.10 feet; thence South 44°22'31" West, continuing along said North line, 282.93 feet; thence South 40°22'50" West, continuing along said North line, 643.07 feet; thence South 52°02'51" West, continuing along said North line, 40.24 feet; thence North 87°23'50" West, continuing along said North line, 233.69 feet to a point on the West line of said Northwest Quarter; thence North 02°36'10" East, along said West line, 1,408.84 feet to the Point of Beginning. Containing 1,180,138 square feet or 27.09 acres, more or less.

NOTE: The above-described Property has been platted. The recording information identifying such Plat is shown in Recital E of the Supplemental Declaration to which this Exhibit B is attached.

**(ABOVE SPACE RESERVED FOR RECORDER OF DEEDS' USE)**

| | |
|---|---|
| Document Title: | Nineteenth Supplement to Amended and Restated Declaration of Homes Association and Covenants, Conditions, Restrictions and Easements of Eagle Creek |
| Document Date: | April 21, 2020 |
| Grantors Names: | Hunt Midwest Real Estate Development, Inc. |
| Grantee Name: | Hunt Midwest Real Estate Development, Inc. |
| Statutory Address: | Suite 100, 8300 N.E. Underground Drive, Kansas City, Missouri 64161 |
| Legal Description: | See Exhibit B attached |
| Reference Book and Page: | Amended and Restated Declaration of Homes Association and Covenants, Conditions, Restrictions and Easements of Eagle Creek, Document No. 2003I 0066203, Pages 1 - 48 |

# NINETEENTH SUPPLEMENT TO AMENDED AND RESTATED DECLARATION OF HOMES ASSOCIATION AND COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF EAGLE CREEK

**THIS NINETEENTH SUPPLEMENT TO AMENDED AND RESTATED DECLARATION OF HOMES ASSOCIATION AND COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF EAGLE CREEK** (this "Supplemental Declaration") is made and executed as of April 21, 2020, 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.** The Developer has been developing and continues to develop a residential Subdivision known as Eagle Creek in the City of Lee's Summit (the "City"), Jackson County, Missouri. The real property constituting the Eagle Creek Subdivision (the "Property" or the "Eagle Creek Property") prior to the date of this Supplemental Declaration is legally described as shown on Exhibit C to the amended and restated Declaration identified in Recital B below as expanded pursuant to the Supplemental Declarations shown on **EXHIBIT A** attached hereto.

**B.** The Developer has executed that certain Amended and Restated Declaration of Homes Association and Covenants, Conditions, Restrictions and Easements of Eagle Creek, dated May 30, 2003, which was recorded on June 4, 2003, under Document No. 2003I 0066203, Pages 1 – 48, in the Office of the Director of Records of Jackson County, Missouri, at Independence (the "Declaration"), pursuant to which Declaration the Developer continues to subject the Property to certain amended and modified covenants, conditions, restrictions and easements for the purpose of protecting the value and desirability of the Property. The Declaration amended and restated the previous Original Supplemented Declaration and Original Supplemented HOA Declaration identified and defined therein pursuant to which various parcels of property were made a part of the Subdivision. Pursuant to the Supplemental Declarations identified on **EXHIBIT A** attached hereto, the Developer has expanded the Property to include additional real property as described therein.

**C.** Pursuant to Section 17.2 of the amended and restated Declaration, prior to the "Turnover Date" (which has not yet occurred), the Developer has the unilateral right to amend, alter or modify the Declaration.

**D.** Pursuant to Section 14.1 of the amended and restated Declaration, the Developer has the absolute unilateral right to expand the Property to include additional Lots (for Single Family Residences, Attached Patio Homes, Attached Townhomes or any combination thereof), Common Area, Restricted Common Areas and other property in the Subdivision and also other property that has not yet been subdivided or platted (the "Expansion Property").

**E.** On _____, 2020, the Developer executed that certain subdivision plat entitled "EAGLE CREEK – SIXTEENTH PLAT" (the "Sixteenth 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 (the "Nineteenth Expansion Property"), which Sixteenth Plat was approved on _____, 2020, by the City Council of the City, and was recorded on _____, 2020, under Document No. _____, in said Director of Records' Office.

**F.** The Developer presently owns all of the Lots, tracts, Common Areas, Restricted Common Areas or other areas, if any, shown on the Sixteenth Plat.

**G.** The 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 Nineteenth Expansion Property and to subject the Nineteenth Expansion Property to the covenants, conditions, restrictions and easements contained within the amended and restated Declaration.

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

1. **Exercise of Right to Expand**. The 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 Nineteenth Expansion Property.

2. **Expansion Effective Upon Recording**. The expansion set forth above, shall be effective immediately upon filing the Sixteenth Plat and this Supplemental Declaration of record in the Office of the Director of Records for Jackson County, Missouri, at Independence. Recording of the Sixteenth 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 Nineteenth Expansion Property.

3. **Expansion of Definitions**. The definitions contained in the amended and restated Declaration are hereby expanded to encompass and refer to the Property, as expanded by the Sixteenth Plat and this Supplemental Declaration to include the Nineteenth Expansion Property. For example, (i) "Lot" shall mean the Lots described in the amended and restated Declaration and in all prior plats described in the amended and restated Declaration, any subsequent plats and in the Sixteenth Plat and (ii) all references to the Declaration shall mean the amended and restated Declaration as previously supplemented and 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 Nineteenth Expansion Property, shall be subject to all of the terms and conditions of the amended and restated Declaration immediately upon recording of the Sixteenth Plat and this Supplemental Declaration in the Office of the Director of Records for Jackson County, Missouri, at Independence.

5. **City's Common Property Requirements**. Pursuant to Section 5.520 of the City's Unified Development Ordinance, the Declaration is amended to include the following provisions and, in the event of any conflict between them and other provisions of the Declaration, these provisions shall control:

(a) The Common Areas and Restricted Common Areas of the Nineteenth Expansion Property and the Sixteenth Plat, either shown therein, if any, or to be subsequently created by lot split or minor subdivision, are the common property as described in the City's Ordinance (the "Common Property").

(b) The owners' association known as the Eagle Creek Homeowners Association (the "Association") shall be and has been established prior to the recording of any final plat or sale of any part of the property in the Eagle Creek subdivision (the "Development").

(c) The Common Property shall be owned by the Association.

(d) Ownership of any Lot in the Development shall not occur until the Association is formed (which has occurred) and ownership of all of the Common Property has been transferred to the Association.

(e) The Association shall own, manage, repair, maintain, replace, improve and operate the Common Property (including open space Tract R of the Sixteenth Plat) and keep it, and all improvements thereon, in good condition in accordance with and as required by the provisions of the Declaration.

(f) The Declaration's provisions (including these provisions) pertaining to the Common Property shall be permanent.

(g) All Owners (the "Lot Owners") within the Development are liable for the costs of maintenance of the Common Property and the costs of such maintenance shall be assessed proportionally against the Lot Owners in accordance with the Declaration, By-laws and rules of the Association.

(h) The Association shall provide liability insurance for the Common Property and shall pay all taxes for the Common Property.

(i) Membership in the Association shall be mandatory for each Lot Owner in the Development and any successive buyer of any Lot.

(j) Each Lot Owner, at the time of purchase, shall be furnished with a copy of the Declaration, as amended.

(k) The Association shall not be dissolved without the consent of the City, unless the maintenance responsibilities set forth herein are assigned, with the consent of the City, to a person or entity with the financial, legal and administrative ability to perform such obligations.

(l) In the event that any condition of the Common Property is determined to be a nuisance or in disrepair in violation of any provision of the Lee's Summit Property Maintenance Code, and such disrepair or nuisance is abated pursuant to procedures otherwise provided in the Property Maintenance Code, the costs to abate the nuisance created by the failure to maintain the Common Property shall be assessed proportionally against the individual Lots within the Development, in an equal amount per individual Lot, pursuant to the tax bill provisions of the Property Maintenance Code, and the amount caused by the Finance Director to be assessed annually by tax bill shall not exceed five percent (5%) of assessed valuation per individual Lot.

(m) In the event it is determined that the maintenance of any storm water conveyance, retention or detention facility located on the Common Property fails to meet any standard set forth in the applicable final development plan, or final plat if no final development plan is required, and such failure is abated by the City pursuant to the procedures of its ordinances or codes, upon completion of the work and certification by the Director of Public Works that the deficiency has been abated, the 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 therefore, or add the costs thereof to the annual real estate tax bill, at the Finance Director's option, proportionally against the individual Lots within the Development, in an equal amount per individual Lot, the amount caused by the Finance Director to be assessed annually by tax bill shall not exceed five percent (5%) of assessed valuation per individual Lot, the tax bill from the date of its issuance shall be a first 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, each special tax bill shall be issued by the City Clerk and delivered to the City Finance Director on or before the

first day of June of each year, and such tax bill, if not paid when due, shall bear interest at the rate of eight percent (8%).

(n) The City shall be a third party beneficiary of all provisions herein pertaining to the assessment of costs for maintenance of storm water conveyance, retention or detention facilities on the Common Property, and such provisions shall not be modified or amended without the written consent of the City.

6. **Fencing Restrictions on Restricted Lots**. Fences shall be permitted on any of Lots 743 through and including 747 (the "Restricted Lots") but only with the prior approval of the Review Committee. All fences on the Restricted Lots will be constructed of natural cedar (unstained), dog-eared cedar pickets not exceeding four feet (4') in height as approved in advance by the Review Committee in its sole discretion. The construction methods and location of all such fences on the Restricted Lots approved by the Review Committee shall harmonize with the external design of the Single Family Residences, Townhomes and other structures in the Subdivision. No wire or chain link fences shall be permitted. Under no circumstance shall any fence be permitted in violation of restrictions in any Plat of the Subdivision or any ordinance approving any Plat of the Subdivision or any other Plat affecting the Property. No fence shall be placed in front of the rear wall of the Single Family Residence and, for a Single Family Residence on a corner Lot, no fence facing a Street may be placed beyond the point where the side wall of the Single Family Residence meets the rear wall of the Single Family Residence without the prior approval of the Review Committee obtained in advance of construction.

7. **Ratification of Amended and Restated 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, the Nineteenth Expansion Property or any Lots, Tracts, Commons Areas or Restricted Common Areas otherwise subject to the terms hereof.

**IN WITNESS WHEREOF**, the Developer has caused this Supplemental 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., Sr. Vice President

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

On this 21st day of April, 2020, 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, 2021

**EXHIBIT A**
**TO**
**NINETEENTH SUPPLEMENT TO AMENDED AND RESTATED DECLARATION OF HOMES ASSOCIATION AND COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF EAGLE CREEK**

**SUMMARY OF SUPPLEMENTS**

| DATE EXECUTED/ DATE RECORDED | RECORDING INFO. | SUPPLEMENT # | INFORMATION |
|---|---|---|---|
| 05-30-03/06-04-03 | Doc #2003I 0066203 (Pages 1 – 48) | Original | Amended and Restated Declaration of Homes Association and Covenants, Conditions, Restrictions and Easements |
| 06-04-03/06-09-03 | Doc #2003I 0068065 (Pages 1 – 4) | First | Eagle Creek – Townhomes – 1st Plat |
| 09-26-03/10/14/03 | Doc #2003I 0126509 (Pages 1 – 6) | Second | Eagle Creek – 8th Plat |
| 07-12-04/07-16-04 | Doc #2004I 0068231 (Pages 1 – 5) | Third | Eagle Creek – 9th Plat |
| 03-17-05/03-22-05 | Doc #2005I0023175 (Pages 1 – 7) | Fourth | Eagle Creek – 9th Plat – Imposed Fencing Restrictions on Lots 349 through 364 |
| 10-14-05/10-28-05 | Doc #2005I0096058 (Pages 1 – 5) | Fifth | Eagle Creek – 10th Plat |
| 11-08-05/11-09-05 | Doc #2005I0100013 (Pages 1 – 5) | Sixth | Eagle Creek – Townhomes – 2nd Plat |
| 06-14-06/10-23-06 | Doc #2006E0111119 (Pages 1 – 7) | Seventh | Eagle Creek – 11th Plat |
| 10-23-06/10-26-06 | Doc #2006E0112929 (Pages 1 – 6) | Eighth | Eagle Creek – Townhomes – 3rd Plat |
| 07-12-11/07-22-11 | Doc #2011E0067745 (Pages 1-7) | Ninth | Eagle Creek – 12th Plat |
| 09-23-13/01-22-14 | Doc #2014E0005951 (Pages 1-6) | Tenth | Eagle Creek – 13th Plat |
| 10-06-14/10-09-14 | Doc #2014E0084761 (Pages 1-5) | Eleventh | Eagle Creek – 13th Plat – Revised Fencing Restrictions |

| | | | |
|---|---|---|---|
| 01-12-15/01-14-15 | Doc #2015E0003947 (Pages 1-5) | Twelfth | Eagle Creek – 1st and 5th Plats – Revised Fencing |
| 06-30-15/07-06-15 | Doc. #2015E0058737 (Pages 1-5) | Thirteenth | Eagle Creek – 13th Plat – Further Revised Fencing Restrictions |
| 06-16-16/08-03-16 | Doc #2016E0071376 (Pages 1-7) | Fourteenth | Eagle Creek – 14th Plat |
| 10-31-16/11-07-16 | Doc #2016E0105433 (Pages 1-7) | Fifteenth | Eagle Creek – Revised Limited Property Rentals |
| 02-10-17/02-16-17 | Doc #2017E0014794 (Pages 1-6) | Sixteenth | Eagle Creek – 14th Plat – Fencing Restrictions |
| 08-11-17/08-16-17 | Doc #2017E0076097 (Pages 1-6) | Seventeenth | Eagle Creek – Certain Definitions Changes |
| 02-23-18/03-16-18 | Doc #2018E0021598 | Eighteenth | Eagle Creek -15th Plat – Fencing Restrictions |

**EXHIBIT B**
**TO**
**NINETEENTH SUPPLEMENT TO AMENDED AND RESTATED DECLARATION OF HOMES ASSOCIATION AND COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF EAGLE CREEK**

**Legal Description of Nineteenth Expansion Property:**

Lots 708 through and including 747, and Tract R, EAGLE CREEK – SIXTEENTH PLAT, a subdivision in Lee's Summit, Jackson County, Missouri, according to the recorded plat thereof.

**Legal Description of Nineteenth Expansion Property Prior to Platting:**

A tract of land in the Northwest 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 as follows: Commencing at the Northeast corner of said Northwest Quarter; thence North 87°35'47" West, along the North line of said Northwest Quarter, 1,001.10 feet to the Northwest corner of EAGLE CREEK-TWELFTH PLAT, a subdivision in said Lee's Summit, Jackson County, Missouri, said point also being the Point of Beginning of the tract of land to be herein described; thence South 02°24'13" West, along the West line of said EAGLE CREEK-TWELFTH PLAT, 310.00 feet; thence South 87°35'47" East, continuing along said West line, 420.00 feet; thence South 31°26'22" West, continuing along said West line, 162.19 feet; thence South 12°31'01" West, continuing along said West line, 50.00 feet; thence South 15°32'15" West, continuing along said West line, 90.42 feet; thence South 12°01'59" West, continuing along said West line, 80.68 feet; thence South 05°54'26" West, continuing along said West line, 80.68 feet; thence South 01°37'42" East, continuing along said West line, 117.75 feet to a point on the North line of EAGLE CREEK-SEVENTH PLAT, a subdivision in said Lee's Summit, Jackson County, Missouri; thence Southwesterly, along said North line, on a curve to the left, having an initial tangent bearing of South 69°38'42" West with a radius of 480.00 feet, a central angle of 32°25'10" and an arc distance of 271.60 feet; thence Westerly, continuing along said North line, on a curve to the right, having a common tangent with the last described course with a radius of 25.00 feet, a central angle of 83°44'51" and an arc distance of 36.54 feet to a point on the East line of EAGLE CREEK-THIRTEENTH PLAT, a subdivision in said Lee's Summit, Jackson County, Missouri; thence North 59°01'37" West, continuing along said East line, 1.76 feet; thence Northwesterly, continuing along said East line, on a curve to the right, being tangent to the last described course with a radius of 800.00 feet, a central angle of 21°15'50" and an arc distance of 296.90 feet; thence North 08°50'31" East, continuing along said East line, 21.80 feet; thence North 34°59'09" West, continuing along said East line, 50.00 feet; thence North 80°30'22" West, continuing along said East line, 20.95 feet; thence Northerly, continuing along said East line and East line of EAGLE CREEK-FOURTEENTH PLAT, a subdivision in said Lee's Summit, Jackson County, Missouri, on a curve to the right, having an initial tangent bearing of North 32°00'07" West with a radius of 800.00 feet, a central angle of 19°02'35" and an arc distance of 265.89 feet; thence North 30°06'38" East, continuing along said East line of said EAGLE CREEK-FOURTEENTH PLAT, 20.49 feet; thence North 73°25'49" East, continuing along said East line, 6.78 feet; thence North 16°19'09" West, continuing along said East line, 50.16 feet; thence North 52°30'25" West, continuing along said East line, 21.37 feet; thence Northerly, continuing along said East line and East line of EAGLE CREEK-FIFTEENTH PLAT, a subdivision in said Lee's Summit, Jackson County, Missouri, on a curve to the right, having an initial tangent bearing of North 07°04'47" West with a radius of 800.00 feet, a central angle of 09°29'00" and an arc distance of 132.41 feet; thence North 02°24'13" East, continuing along said East line of said EAGLE CREEK-FIFTEENTH PLAT, 134.41 feet; thence North 47°24'13" East, continuing along said East line, 35.36 feet; thence North 02°24'13" East, continuing along said East line, 50.00 feet; thence North 42°35'47" West, continuing along said East line, 35.36 feet; thence North 02°24'13" East, continuing along said East line, 105.00 feet to the Northeast corner of said EAGLE CREEK-FIFTEENTH PLAT, also being a point on the North line of said Northwest Quarter; thence South 87°35'47" East, along said North line, 358.00 feet to the Point of Beginning. Containing 496,989 square feet or 11.41 acres, more or less.

**NOTE:** The above-described Property has been platted. The recording information identifying such Plat is shown in Recital E of the Supplemental Declaration to which this **Exhibit B** is attached.

ELECTRONICALLY RECORDED
JACKSON COUNTY, MISSOURI
10/26/2023 4:37 PM
FEE: $39.00 7 PGS

INSTRUMENT NUMBER
2023E0078034

**(ABOVE SPACE RESERVED FOR RECORDER OF DEEDS' USE)**

| | |
|---|---|
| Document Title: | Twentieth Supplement to Amended and Restated Declaration of Homes Association and Covenants, Conditions, Restrictions and Easements of Eagle Creek |
| Document Date: | October 26, 2023 |
| Grantors Names: | Hunt Midwest Real Estate Development, Inc. |
| Grantee Name: | Hunt Midwest Real Estate Development, Inc. |
| Statutory Address: | 1881 Main Street, Suite 200, Kansas City, MO 64108 |
| Legal Description: | See Exhibit B attached |
| Reference Book and Page: | Amended and Restated Declaration of Homes Association and Covenants, Conditions, Restrictions and Easements of Eagle Creek, Document No. 2003I 0066203, Pages 1 - 48 |

# TWENTIETH SUPPLEMENT TO AMENDED AND RESTATED DECLARATION OF HOMES ASSOCIATION AND COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF EAGLE CREEK

**THIS TWENTIETH SUPPLEMENT TO AMENDED AND RESTATED DECLARATION OF HOMES ASSOCIATION AND COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF EAGLE CREEK** (this "Supplemental Declaration") is made and executed as of October 26, 2023, by **HUNT MIDWEST REAL ESTATE DEVELOPMENT, INC.**, a Missouri corporation (the "Developer"), 1881 Main Street, Suite 200, Kansas City, MO 64108.

## RECITALS:

**A.** The Developer has been developing and continues to develop a residential Subdivision known as Eagle Creek in the City of Lee's Summit (the "City"), Jackson County, Missouri. The real property constituting the Eagle Creek Subdivision (the "Property" or the "Eagle Creek Property") is legally described as shown on Exhibit C to the amended and restated Declaration identified in Recital B below as expanded pursuant to the Supplemental Declarations shown on **EXHIBIT A** attached hereto.

**B.** The Developer has executed that certain Amended and Restated Declaration of Homes Association and Covenants, Conditions, Restrictions and Easements of Eagle Creek, dated May 30, 2003, which was recorded on June 4, 2003, under Document No. 2003I 0066203, Pages 1 – 48, in the Office of the Director of Records of Jackson County, Missouri, at Independence (the "Declaration"), pursuant to which Declaration the Developer continues to subject the Property to certain amended and modified covenants, conditions, restrictions and easements for the purpose of protecting the value and desirability of the Property. The Declaration amended and restated the previous Original Supplemented Declaration and Original Supplemented HOA Declaration identified and defined therein pursuant to which various parcels of property were made a part of the Subdivision. Pursuant to the Supplemental Declarations identified on **EXHIBIT A** attached hereto, the Developer has expanded the Property to include additional real property as described therein. All capitalized words and terms used herein and not otherwise defined shall have the meanings ascribed to them in the Declaration.

**C.** Pursuant to Section 17.2 of the amended and restated Declaration, prior to the "Turnover Date" (which has not yet occurred), the Developer has the unilateral right to amend, alter or modify the Declaration.

**D.** The Developer desires to amend the Declaration to modify and change the definitions of certain words or phrases used therein.

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

1. **Amendment of Article 1.46**. Article 1.46 of the Declaration is amended to read as follows:

> "**1.46** "**Turnover Date**" means the earlier of: (i) the date as of which the Developer owns zero (0) of the Lots (either Single Family Residence Lots, Attached Patio Home Lots, or Attached Townhome Lots or any combination thereof) in the Subdivision (as then composed or as contemplated to be expanded into Unplatted Land by the Developer); 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."

2. **Ratification of Amended and Restated 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, or any Restricted Lots, Tracts, Commons 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 officers as of the day and year first above written.

**DEVELOPER: HUNT MIDWEST REAL ESTATE DEVELOPMENT, INC.**

By: _____
F. Brenner Holland, Jr., Vice President
Sen.

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

On this 26th day of October, 2023, 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.

_____
Signature of Notary Public

Peggy L. Wells
Typed or Printed Name of Notary

My Commission expires:
July 16, 2025

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

**EXHIBIT A**
**TO**
**TWENTIETH SUPPLEMENT TO AMENDED AND RESTATED DECLARATION OF HOMES ASSOCIATION AND COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF EAGLE CREEK**

**SUMMARY OF SUPPLEMENTS**

| DATE EXECUTED/ DATE RECORDED | RECORDING INFO. | SUPPLEMENT # | INFORMATION |
|---|---|---|---|
| 05-30-03/06-04-03 | Doc #2003I 0066203 (Pages 1 – 48) | Original | Amended and Restated Declaration of Homes Association and Covenants, Conditions, Restrictions and Easements |
| 06-04-03/06-09-03 | Doc #2003I 0068065 (Pages 1 – 4) | First | Eagle Creek – Townhomes – 1st Plat |
| 09-26-03/10/14/03 | Doc #2003I 0126509 (Pages 1 – 6) | Second | Eagle Creek – 8th Plat |
| 07-12-04/07-16-04 | Doc #2004I 0068231 (Pages 1 – 5) | Third | Eagle Creek – 9th Plat |
| 03-17-05/03-22-05 | Doc #2005I0023175 (Pages 1 – 7) | Fourth | Eagle Creek – 9th Plat – Imposed Fencing Restrictions on Lots 349 through 364 |
| 10-14-05/10-28-05 | Doc #2005I0096058 (Pages 1 – 5) | Fifth | Eagle Creek – 10th Plat |
| 11-08-05/11-09-05 | Doc #2005I0100013 (Pages 1 – 5) | Sixth | Eagle Creek – Townhomes – 2nd Plat |
| 06-14-06/10-23-06 | Doc #2006E0111119 (Pages 1 – 7) | Seventh | Eagle Creek – 11th Plat |
| 10-23-06/10-26-06 | Doc #2006E0112929 (Pages 1 – 6) | Eighth | Eagle Creek – Townhomes – 3rd Plat |
| 07-12-11/07-22-11 | Doc #2011E0067745 (Pages 1-7) | Ninth | Eagle Creek – 12th Plat |
| 09-23-13/01-22-14 | Doc #2014E0005951 (Pages 1-6) | Tenth | Eagle Creek – 13th Plat |
| 10-06-14/10-09-14 | Doc #2014E0084761 (Pages 1-5) | Eleventh | Eagle Creek – 13th Plat – Revised Fencing Restrictions |

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|---|---|---|---|
| 01-12-15/01-14-15 | Doc #2015E0003947 (Pages 1-5) | Twelfth | Eagle Creek – 1st and 5th Plats – Revised Fencing |
| 06-30-15/07-06-15 | Doc. #2015E0058737 (Pages 1-5) | Thirteenth | Eagle Creek – 13th Plat – Further Revised Fencing Restrictions |
| 06-16-16/08-03-16 | Doc #2016E0071376 (Pages 1-7) | Fourteenth | Eagle Creek – 14th Plat |
| 10-31-16/11-07-16 | Doc #2016E0105433 (Pages 1-7) | Fifteenth | Eagle Creek – Revised Limited Property Rentals |
| 02-10-17/02-16-17 | Doc #2017E0014794 (Pages 1-6) | Sixteenth | Eagle Creek – 14th Plat – Fencing Restrictions |
| 08-11-17/08-16-17 | Doc #2017E0076097 (Pages 1-6) | Seventeenth | Eagle Creek – Certain Definitions Changes |
| 02-23-18/03-16-18 | Doc #2018E0021598 (Pages 1-7) | Eighteenth | Eagle Creek – 15th Plat – Fencing Restrictions |
| 04-21-20/7-22-20 | Doc #2020E0063205 | Nineteenth | Eagle Creek – 16th Plat – Fencing Restrictions |
| _____-23/_____-23 | Doc #2023E00_____ (Pages 1-__) | Twentieth | Eagle Creek – Certain Definitions Changes |

**EXHIBIT B**
**TO**
**TWENTIETH SUPPLEMENT TO AMENDED AND RESTATED DECLARATION OF HOMES ASSOCIATION AND COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF EAGLE CREEK**

Lots 1 through and including 51, EAGLE CREEK – FIRST PLAT, a subdivision in the City of Lee's Summit, Jackson County, Missouri, according to the recorded plat thereof.

Lots 52 through and including 97, EAGLE CREEK – SECOND PLAT, a subdivision in the City of Lee's Summit, Jackson County, Missouri, according to the recorded plat thereof.

Lots 98 through and including 120, EAGLE CREEK – THIRD PLAT, a subdivision in the City of Lee's Summit, Jackson County, Missouri, according to the recorded plat thereof.

Lots 121 through and including 169 and Lot 229, EAGLE CREEK – FOURTH PLAT, a subdivision in the City of Lee's Summit, Jackson County, Missouri, according to the recorded plat thereof.

Lots 170 through and including 208, EAGLE CREEK – FIFTH PLAT, a subdivision in the City of Lee's Summit, Jackson County, Missouri, according to the recorded plat thereof.

Lots 209 through and including 228, EAGLE CREEK – SIXTH PLAT, a subdivision in the City of Lee's Summit, Jackson County, Missouri, according to the recorded plat thereof.

Lots 230 through and including 282 and Tract C, EAGLE CREEK – SEVENTH PLAT, a subdivision in the City of Lee's Summit, Jackson County, Missouri, according to the recorded plat thereof.

**Legal Description of Eighth Expansion Property**:

Lots A, B and C, EAGLE CREEK TOWNHOMES – FIRST PLAT, a subdivision in Lee's Summit, Jackson County, Missouri, according to the recorded plat thereof.

**Legal Description of Ninth Expansion Property**:

EAGLE CREEK – EIGHTH PLAT (Lots 283 through 348, inclusive, and Tract D), a subdivision in Lee's Summit, Jackson County, Missouri, according to the recorded plat thereof.

**Legal Description of Tenth Expansion Property**:

EAGLE CREEK – NINTH PLAT (Lots 349 through 400, inclusive), a subdivision in Lee's Summit, Jackson County, Missouri, according to the recorded plat thereof.

**Legal Description of Eleventh Expansion Property:**

Lots 401 through 453, inclusive, and Tract A, EAGLE CREEK – TENTH PLAT, a subdivision in Lee's Summit, Jackson County, Missouri, according to the recorded plat thereof.

**Legal Description of Twelfth Expansion Property:**

Lots D, E, F and G, EAGLE CREEK TOWNHOMES – SECOND PLAT, a subdivision in Lee's Summit, Jackson County, Missouri, according to the recorded plat thereof.

**Legal Description of Thirteenth Expansion Property:**

Lots 454 through 509, inclusive, and Tract J, EAGLE CREEK – ELEVENTH PLAT, a subdivision in Lee's Summit, Jackson County, Missouri, according to the recorded plat thereof.

**Legal Description of Fourteenth Expansion Property:**

Lots H, I and J, EAGLE CREEK TOWNHOMES – THIRD PLAT, a subdivision in Lee's Summit, Jackson County, Missouri, according to the recorded plat thereof.

**Legal Description of Fifteenth Expansion Property:**

Lots 510 through and including 556, EAGLE CREEK – TWELFTH PLAT, a subdivision in Lee's Summit, Jackson County, Missouri, according to the recorded plat thereof.

**Legal Description of Sixteenth Expansion Property:**

Lots 557 through and including 616, and Tracts K, L and M, EAGLE CREEK – THIRTEENTH PLAT, a subdivision in Lee's Summit, Jackson County, Missouri, according to the recorded plat thereof.

**Legal Description of Seventeenth Expansion Property:**

Lots 617 through and including 660, EAGLE CREEK – FOURTEENTH PLAT, a subdivision in Lee's Summit, Jackson County, Missouri, according to the recorded plat thereof.

**Legal Description of Eighteenth Expansion Property:**

Lots 661 through and including 707, and Tracts O, P, and Q, EAGLE CREEK – FIFTEENTH PLAT, a subdivision in Lee's Summit, Jackson County, Missouri, according to the recorded plat thereof.

ELECTRONICALLY RECORDED
JACKSON COUNTY, MISSOURI
10/12/2026 1:13 PM
FEE: $122.00 34 PGS

INSTRUMENT NUMBER
2026E0076410

**(ABOVE SPACE RESERVED FOR RECORDER OF DEEDS' USE)**

| | |
|---|---|
| Document Title: | Twenty-First Supplement to Amended and Restated Declaration of Homes Association and Covenants, Conditions, Restrictions and Easements of Eagle Creek |
| Document Date: | September 8, 2026 |
| Grantors Names: | Hunt Midwest Real Estate Development, Inc. |
| Grantee Name: | Hunt Midwest Real Estate Development, Inc. |
| Statutory Address: | 1881 Main Street, Suite 200, Kansas City, MO 64108 |
| Legal Description: | See Exhibits B and C attached |
| Reference Book and Page: | Amended and Restated Declaration of Homes Association and Covenants, Conditions, Restrictions and Easements of Eagle Creek, Document No. 2003I 0066203, Pages 1 - 48 |

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# TWENTY-FIRST SUPPLEMENT TO AMENDED AND RESTATED DECLARATION OF HOMES ASSOCIATION AND COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF EAGLE CREEK

**THIS TWENTY-FIRST SUPPLEMENT TO AMENDED AND RESTATED DECLARATION OF HOMES ASSOCIATION AND COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF EAGLE CREEK** (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, MO 64108.

## RECITALS:

**A.** The Developer has been developing and continues to develop a residential Subdivision known as Eagle Creek in the City of Lee's Summit (the "City"), Jackson County, Missouri. The real property constituting the Eagle Creek Subdivision (the "Property" or the "Eagle Creek Property") prior to the date of this Supplemental Declaration is legally described as shown on **Exhibit C** to the amended and restated Declaration identified in Recital B below as expanded pursuant to the Supplemental Declarations shown on **EXHIBIT A** attached hereto.

**B.** The Developer has executed that certain Amended and Restated Declaration of Homes Association and Covenants, Conditions, Restrictions and Easements of Eagle Creek, dated May 30, 2003, which was recorded on June 4, 2003, under Document No. 2003I 0066203, Pages 1 – 48, in the Office of the Director of Records of Jackson County, Missouri, at Independence (the "Declaration"), pursuant to which Declaration the Developer continues to subject the Property to certain amended and modified covenants, conditions, restrictions and easements for the purpose of protecting the value and desirability of the Property. The Declaration amended and restated the previous Original Supplemented Declaration and Original Supplemented HOA Declaration identified and defined therein pursuant to which various parcels of property were made a part of the Subdivision. Pursuant to the Supplemental Declarations identified on **EXHIBIT A** attached hereto, the Developer has expanded the Property to include additional real property as described therein. All capitalized words and terms used herein and not otherwise defined shall have the meanings ascribed to them in the Declaration.

**C.** Pursuant to Section 16.2 of the Declaration, prior to the "Turnover Date" (which has not yet occurred), the Developer has the unilateral right to amend, alter or modify the Declaration.

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

**E.** On September 3, 2026, the Developer executed that certain subdivision plat entitled "EAGLE CREEK VILLAS – FIRST PLAT" (the "Villas First 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 (the "Villas Expansion Property"), which Villas First Plat was approved on July 14, 2026, by the City Council of

the City, and was recorded on October 6, 2026, under Document No. 2026E0074616 in said Director of Records' Office. Book 232 Page 78

**F.** The Developer presently owns all of the Lots, tracts, Common Areas, Restricted Common Areas or other areas, if any, shown on the Villas First Plat.

**G.** The 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 Villas Expansion Property and to subject the Villas 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**. The Developer hereby exercises its unilateral right to expand the Property to include the additional Lots (i.e. Villa Lots), tracts, Common Areas, Restricted Common Areas or other areas, if any, which constitute the Villas Expansion Property.

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

3. **Expansion of Definitions**. The definitions contained in the Declaration are hereby expanded to encompass and refer to the Property, as expanded by the Villas First Plat and this Supplemental Declaration to include the Villas Expansion Property. For example, (i) "Lot" shall mean the Lots described in the Declaration and in all prior plats described in the Declaration, any subsequent plats and in the Villas First Plat and (ii) all references to the Declaration shall mean the Declaration as previously supplemented and 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 Villas Expansion Property, shall be subject to all of the terms and conditions of the Declaration immediately upon recording of the Villas First Plat and this Supplemental Declaration in the Office of the Director of Records for Jackson County, Missouri, at Independence.

5. **City's Common Property Requirements**. Pursuant to Section 15.820 of the City's Unified Development Ordinance, the Declaration is amended to include the following provisions and, in the event of any conflict between them and other provisions of the Declaration, these provisions shall control:

(a) The Common Areas and Restricted Common Areas of the Villas Expansion Property and the Villas First Plat, either shown therein, if any, or to be subsequently created by lot split or minor subdivision, are the common property as described in the City's Ordinance (the "Common Property").

(b) The owners' association known as The Eagle Creek Homeowners Association (the "Association") shall be and has been established prior to the recording of any final plat or sale of any part of the property in the Eagle Creek subdivision (the "Development").

(c) The Common Property shall be owned by the Association.

(d) Ownership of any Lot in the Development shall not occur until the Association is formed (which has occurred) and ownership of all of the Common Property has been transferred to the Association.

(e) The Association shall own, manage, repair, maintain, replace, improve and operate the Common Property (including open space Tracts A, B, C, D and E of the Villas First Plat) and keep it, and all improvements thereon, in good condition in accordance with and as required by the provisions of the Declaration.

(f) The Declaration's provisions (including these provisions) pertaining to the Common Property shall be permanent.

(g) All Lot Owners within the Development are liable for the costs of maintenance of the Common Property and the costs of such maintenance shall be assessed proportionally against the Lot Owners in accordance with the Declaration, By-laws and rules of the Association.

(h) The Association shall provide liability insurance for the Common Property and shall pay all taxes for the Common Property.

(i) Membership in the Association shall be mandatory for each Lot Owner in the Development and any successive buyer of any Lot.

(j) Each Lot Owner, at the time of purchase, shall be furnished with a copy of the Declaration, as amended.

(k) The Association shall not be dissolved without the consent of the City, unless the maintenance responsibilities set forth herein are assigned, with the consent of the City, to a person or entity with the financial, legal and administrative ability to perform such obligations.

(l) In the event that any condition of the Common Property is determined to be a nuisance or in disrepair in violation of any provision of the Lee's Summit Property Maintenance Code, and such disrepair or nuisance is abated pursuant to procedures otherwise provided in the Property Maintenance Code, the costs to abate the nuisance created by the failure to maintain the Common Property shall be assessed proportionally against the individual Lots within the Development, in an equal amount per individual Lot, pursuant to the tax bill provisions of the Lee's Summit Property Maintenance Code, and the amount caused by the Finance Director of the City to be assessed annually by tax bill shall not exceed five percent (5%) of assessed valuation per individual Lot.

(m) In the event it is determined that the maintenance of any storm water conveyance, retention or detention facility located on the Common Property fails to meet any standard set forth in the applicable final development plan, or final plat if no final development plan is required, and such failure is abated by the City pursuant to the procedures of its ordinances or codes, upon completion of the work and certification by the Director of Public Works of the City that the deficiency has been abated, the Director of Public Works of the City 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 therefore, or add the costs thereof to the annual real estate tax bill, at the City's Director's of Finance option, proportionally against the individual Lots within the Development, in an equal amount per individual Lot, the amount caused by the City's Director of Finance to be assessed annually by tax bill shall not exceed five percent (5%) of assessed valuation per individual Lot, the tax bill from the date of its issuance shall be a first 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, each special tax bill shall be issued by the City Clerk and delivered to the City's Director of Finance on or before the first day of June of each year, and such tax bill, if not paid when due, shall bear interest at the rate of eight percent (8%).

(n) The City shall be a third-party beneficiary of all provisions herein pertaining to the assessment of costs for maintenance of storm water conveyance, retention or detention facilities on the Common Property, and such provisions shall not be modified or amended without the written consent of the City.

6. **Amendment to prior Supplemental Declarations.** The reference to Article 14.1 of ARTICLE 14 in all previously recorded Supplemental Declarations shall be amended to a reference to Article 13.1 of ARTICLE 13.

The reference to Article 17.2 of ARTICLE 17 in all previously recorded Supplemental Declarations shall be amended to a reference to Article 16.2 of ARTICLE 16.

7. **Amendment of Recital F of the Declaration.** Recital F of the Declaration is hereby amended in its entirety to read as follows:

> "**F.** The Developer desires to continue to create, establish, maintain and preserve a quality development project on the Property and adjacent ground, including single-family residences, attached patio homes, attached townhomes and villas, and possessing features of more than ordinary value."

8. **Amendment to Recital G of the Declaration.** Recital G of the Declaration is hereby amended in its entirety to read as follows:

> "**G.** From time to time after the date of this Declaration, the Developer shall cause (or permit): (i) Single Family Residences to be built on certain Lots shown on one or more plats for portions of the Property (or on any Expansion Property containing similar lots for Single Family Residences); and (ii) Attached Patio Homes, Attached Townhomes and Villas to be built within certain Lots of the Tract(s) shown on any such plat (or any similar tracts or lots added as Expansion Property) and cause building lots (one (1) per Attached Patio Home, one (1) per Attached Townhome and one (1) Villa) to be created by replat, lot split certificate of survey or otherwise within the boundaries of such Lots and such Tract(s) (or any Expansion Property containing similar tracts or lots for Attached Patio Homes, Attached Townhomes and/or Villas). The Developer desires to and hereby does subject the Property to the covenants, conditions, restrictions and easements set forth in this amended and restated Declaration from and after the date hereof."

9. **Amendment to Declaration Paragraph.** The Declaration paragraph of the Declaration is hereby amended in its entirety to read as follows:

> "
>
> **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 including all existing Owners of Lots in the Subdivision and their transferees, assigns, heirs and personal representatives. Each future 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, Attached Patio Home, Attached Townhome or Villa thereon."

10. **Amendment of Article 1.3.** Article 1.3 of ARTICLE 1 is hereby amended in its entirety to read as follows:

> "**1.3. "Assessments"** means the Annual, Monthly Attached Patio Home, Monthly Attached Townhome, Monthly Villa, Special Attached Patio Home, Special Attached Townhome, Special Villa and Default Assessments levied pursuant to Article 6 hereof."

11. **New Articles 1.13A, 1.13B, 1.13C, and 1.13D.** The Declarations are hereby amended by adding the following new Articles 1.13A. 1.13B, 1.13C, and 1.13D of ARTICLE 1:

"**1.13A** "**Villa**" means a dwelling constructed on any one (1) Villa Lot and designated as such by the Developer in the Supplemental Declaration which subjects such Lot to the provisions of this Declaration."

"**1.13B** "**Villa Common Expense**" means all costs and expenses, in addition to and not duplicative of Common Expenses, incurred by the Association to provide the lawn and landscaping care and snow removal services set forth in Article 8.2A below, a reasonable contingency or other reserve or surplus fund for such costs and expenses and any other costs or expenses which the Board of Directors determines to be Villa Common Expenses."

"**1.13C** "**Villa Lot**" has the meaning set forth in Article 1.24 below."

"**1.13D** "**Villa Owner's Proportionate Share**" means a fraction, the numerator of which is the number Villa dwellings on Villa Lots then owned by a Villa Owner then within the Property, and the denominator of which is the total number of Villa dwellings on all Villa Lots then within the Property, as it may be expanded. Multiple living units within any building shall each constitute a "dwelling" so that a duplex shall count as 2 dwellings, a quadplex as 4 dwellings, etc."

12. **Amendment to Article 1.17**. Article 1.17 of ARTICLE I of the Declaration is amended to also exclude from the definition of "**Common Expenses**" any "**Villa Common Expenses**", as defined above.

13. **Amendment of Article 1.24.** Article 1.24 of ARTICLE 1 is hereby amended to read as follows:

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

14. **New Article 1.28A.** The Declarations are hereby amended by adding the following new Article 1.28A of ARTICLE 1:

"**1.28A "Monthly Villa Assessment.**""

15. **Amendment of Article 1.33.** Article 1.33 of ARTICLE 1 is hereby amended to read as follows:

"**1.33** "**Owner's Proportionate Share**" means: (a) for Single Family Residences, a fraction, the numerator of which is the number of Single Family Residences then owned by such Owner within the Property, and the denominator of which is the total number of all dwellings on all Lots (i.e., all Single Family Residence Lots, Attached Patio Home Lots and Attached Townhome Lots) then within the Property as it may be expanded; (b) for Attached Patio Homes, the fraction described in Article 1.9 with the denominator modified to be the total number of all dwellings on all Lots (i.e., Single Family Residence Lots, Attached Patio Home Lots and Attached Townhome Lots) then within the Property, as it may be expanded; (c) for Attached Townhomes, the fraction described in Article 1.13 with the denominator modified to be the total number of all dwellings on all Lots (i.e., Single Family Residence Lots, Attached Patio Home Lots and Attached Townhome Lots) then within the Property, as it may be expanded; and (d) for Villas, the fraction described in Article 1.13D with the denominator modified to be the total number of all dwellings on all Lots (i.e., Single Family Residence Lots, Attached Patio

Home Lots, Attached Townhome Lots and Villa Lots) then within the Property, as it may be expanded. "**Dwelling**" shall have the meaning set forth in Articles 1.9, 1.13 and 1.13D.""

16. **Amendment of Article 1.39.** Article 1.39 of ARTICLE 1 is hereby amended to read as follows:

"**1.39 "Single Family Residence"** means a single-family dwelling, other than an Attached Patio Home, an Attached Townhome, or a Villa constructed on any one (1) Single Family Residence Lot. For purposes hereof, "single family" shall have the same meaning as in the ordinances of the City."

17. **Amendment of Article 1.41.** Article 1.41 of ARTICLE 1 is hereby amended to read as follows:

"**1.41 "Special Assessment", "Special Attached Patio Home Assessment", "Special Attached Townhome Assessment**", and **"Special Villa Assessment**" have the meanings set forth in Articles 6.5, 6.6, 6.7 and 6.7A hereof, respectively."

18. **Amendment to Article 1.46.** Article 1.46 of ARTICLE 1 is hereby amended to read as follows:

"**1.46 "Turnover Date**" means the earlier of: (i) the date as of which the Developer owns zero (0) of the Lots (either Single Family Residence Lots, Attached Patio Home Lots, Attached Townhome Lots, Villa Lots or any combination thereof) in the Subdivision (as then composed or as contemplated to be expanded into Unplatted Land by the Developer); 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."

19. **Amendment of Article 1.48.** Article 1.48 of ARTICLE 1 is hereby amended to read as follows:

"**1.48 "Working Capital Fund Contributions**" shall have the meanings set forth in Article 6.9 hereof for "**Attached Patio Home Working Capital Contributions**", "**Attached Townhome Working Capital Contributions**" and "**Villa Working Capital Contributions**".

20. **Amendment of Article 3.2.** Article 3.2 of ARTICLE 3 is hereby amended to read as follows:

"**3.2 Class of Members.** Members shall be either Class A Members, Class B Members, Class C Members, Class D Members, or Class E Members. Class A Members shall be all Owners of Single Family Residences except the Developer during the period of its Class D Membership. Class B Members shall be all Owners of Attached Patio Homes except the Developer during the period of its Class D Membership. Class C Members shall be all Owners of Attached Townhomes except the Developer during the period of its Class D Membership. Class E Member shall be all Owners of Villas 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 Membership shall terminate and automatically be converted to Class A, Class B, Class C or Class E 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, Class B, Class C or Class E Members, as applicable, for each Single Family Residence Lot, Attached Patio Home Lot, Attached Townhome Lot or Villa Lot it (or they) then owns, respectively. As of the date of this amended and restated Declaration, the Developer's prior Class B Membership under the Original Supplemented HOA Declaration shall be automatically converted to a Class D Membership hereunder."

21. **Amendment of Article 3.4.** Article 3.4 of ARTICLE 3 is hereby amended to read as follows:

"**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, Class B Members, Class C Members and Class E Members each shall have one (1) vote for each Lot owned and Class D Members shall have twenty (20) votes for each Lot owned and twenty (20) votes for each one-quarter (1/4) of an

acre (or fraction thereof) of Unplatted Land it owns. 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."

22. **Amendment of Article 4.1 (q) and Article 4.1(r).** Article 4.1 (q) and Article 4.1(r) of ARTICLE 4 are hereby amended to read as follows:

"**4.1 General Power and Authority of The Association.**

(q) Suspend the voting rights of any Class A Member, Class B Member, Class C Member, or Class E 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 and impose Lien Fees against any Class A Member, Class B Member, Class C Member or Class E 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;"

23. **Amendment of Article 4.3**. Article 4.3 of ARTICLE 4 of the Declaration is amended to read as follows:

"**4.3 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 Articles 4.1, 4.2 and 4.8 hereof, the mere existence of such powers and authority shall not require the Board to exercise such powers or authority except for Articles 4.2 (a), (b) and (c) and 4.8 which shall be performed by the Association. 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."

24. **New Article 4.8.** The Declaration is amended by adding the following new Article 4.8 of ARTICLE 4:

"**4.8 Power and Authority of the Association Regarding Villas**. 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, to the Owners of Villas. Such power and authority includes,

without limitation, providing the lawn and landscaping and snow clearing services set forth in ARTICLE 8A below and, if any repair, replacement or maintenance of any lawn, landscaping, sprinkler system or related items is caused by the wasteful, negligent or intentional act or omission of a Villa Owner, such Owner's family, guests, invitees, agents, licensees or authorized representatives, the costs thereof shall become an Assessment from such Villa Owner, alone, to the Association, and may be collected and enforced in the same manner as the collection and enforcement of other Annual Villa Assessments."

25. **Amendment of Article 6.1.** Article 6.1 of ARTICLE 6 is hereby amended to read as follows:

"**6.1 Obligation; Purpose**.

(a) The Association may assess against Class A Members, Class B Members, Class C Members, and Class E Members owning Lots (and each such Owner of a Single Family Residence Lot, an Attached Patio Home Lot, an Attached Townhome Lot, or a Villa 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) The Association may assess against all Attached Patio Home Lots (and each Owner of an Attached Patio Home Lot, by acceptance of a deed to such Lot, hereby agrees to pay to the Association all) Monthly Attached Patio Home Assessments and Special Attached Patio Home Assessments in addition to the Assessments otherwise assessed to and payable by all Owners.

(c) The Association may assess against all Attached Townhome Lots (and each Owner of an Attached Townhome Lot, by acceptance of a deed to such Lot, hereby agrees to pay to the Association all) Monthly Attached Townhome Assessments and Special Attached Townhome Assessments in addition to the Assessments otherwise assessed to and payable by all Owners.

(d) The Association may assess against all Villa Lots (and each Owner of a Villa Lot, by acceptance of a deed to such Lot, hereby agrees to pay to the Association all) Monthly Villa Assessments and Special Villa Assessments in addition to the Assessments otherwise assessed to and payable by all Owners.

(e) For purposes hereof, (i) "**Annual Assessments**" are Assessments imposed and levied by the Board of Directors against each Owner of either a Single Family Residence Lot, an Attached Patio Home Lot, an Attached Townhome Lot or a Villa Lot in accordance with such Owner's Proportionate Share which are necessary to meet the Common Expenses, (ii) "**Monthly Attached Patio Home Assessments**" are Assessments imposed and levied by the Board of Directors against each Attached Patio Home Owner in accordance with such Attached Patio Home Owner's Proportionate Share which are necessary to meet the Attached Patio Home Common Expenses, (iii) "**Monthly Attached Townhome Assessments**" are Assessments imposed and levied by the Board of Directors against each Attached Townhome Owner in accordance with such Attached Townhome Owner's Proportionate Share which are necessary to meet the Attached Townhome Common Expenses, (iv) "**Monthly Villa Assessments**" are Assessments imposed and levied by the Board of Directors against each Villa Owner in accordance with such Villa Owner's Proportionate Share which are necessary to meet the Villa Common Expenses, (v) "**Special Assessments**" are Assessments against all Owners for capital improvements to the Common Area and other purposes as stated in Article 6.5 of this Declaration, (vi) "**Special Attached Townhome Assessments**" are Assessments against Attached Townhome Owners for capital improvements to the Restricted Common Areas and other purposes as stated in Article 6.7 of this Declaration, (vii) "**Special Attached Patio Home Assessments**" are Assessments against Attached Patio Home Owners for capital improvements to the Restricted Common Areas and the Attached Patio Homes and other purposes as stated in Article 6.6 of this Declaration, (viii) "**Special Villa Assessments**" are Assessments against Villa Owners for the services provided to the Villas and other purposes as stated in Article 6.7A of this Declaration, and (ix) "**Default Assessments**" are Assessments assessed against a Lot (either a Single Family Residence Lot, an Attached Patio Home Lot, an Attached Townhome Lot or a Villa 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.

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

(g) No Assessments of any kind shall be imposed or levied against Unplatted Land included within the Property and no Monthly Attached Patio Home Assessments, Monthly Townhome Assessments, Monthly Villa Assessments, Special Attached Townhome Assessments, Special Attached Patio Home Assessments or Special Villa Assessments shall be imposed or levied against any Lots owned by the Class D Members."

26. **Amendment of Article 6.2.** Article 6.2 is hereby amended to read as follows:

"**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 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, Class B Members, Class C Members and Class E 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, Class B Members, Class C Members and Class E 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. If an unimproved Lot is sold by the Developer to a person who is, or by such sale becomes, a Class A, Class B, Class C Member or Class E Member, at closing the purchaser shall pay the Association the Annual Assessment for the Lot prorated on the number of days remaining in the year during which such purchase occurs less the prorated amount of such Annual Assessment for the Lot while owned by the Developer. The purchaser shall pay to the Developer the prorated amount of such Annual Assessment of the Lot while it was owned by the Developer."

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

"**6.4A. Monthly Villa Assessments.** Subject to the limitations set forth herein and any in the Articles and Bylaws, the Board of Directors, in its sole discretion, shall establish Monthly Villa Assessments based upon the estimated Villa Common Expenses for the subsequent fiscal year of the Association. Until modified as provided herein, the Monthly Villa Assessments shall be in amounts as determined by the budgets established by the Board of Directors from time to time. The first Monthly Villa Assessment for a Villa Lot shall be made on the closing date for the purchase of such Villa Lot by an Owner other than a builder building for resale. The Monthly Villa Assessments shall be made by the Board of Directors on or before January 1st of each year and shall be due and payable in equal monthly installments on or before the first day of each month. If the Board of Directors fails to timely make any Monthly Villa Assessment for any fiscal year, the amount of such Monthly Villa Assessment for the year shall automatically be the same as the Monthly Villa Assessment for the immediately prior year. Prior to the Turnover Date, the Board of Directors may increase the Monthly Villa Assessments as such Board shall determine appropriate. After the

Turnover Date, the Monthly Villa Assessments made by the Board of Directors may not exceed (a) one hundred and twenty percent (120%) of the Monthly Villa Assessments for the immediately preceding year without the approval of a majority of the Class E Members only present at a meeting duly called or (b) one hundred fifty percent (150%) of the Monthly Villa Assessments for the immediately preceding year without the approval of sixty-six and 2/3 percent (66 2/3%) of the Class E Members only present at a meeting duly called. The Board of Directors may, but shall have no obligation to, make pro rata refunds of any Monthly Villa Assessments in excess of the actual Villa Common Expenses incurred in any fiscal year or may hold the same in reserve. The Monthly Villa Assessments are payable only by Owners of Villas and are in addition to the payment of the Annual Assessments under Article 6.2 hereof."

28. **New Article 6.7A.** The Declaration is amended by adding the following new Article 6.7A:

"**6.7A Special Villa Assessments**. Except as limited or prohibited by the Articles or Bylaws, the Board of Directors may levy in any fiscal year one or more Special Villa Assessments, payable over any period as it determines, for the purpose of defraying, in whole or in part, any unexpected costs or other expenses incurred by the Association in fulfilling its obligations to all Villa Owners under this Declaration or otherwise imposed upon the Association. In imposing any Special Villa Assessment, the Board of Directors shall specifically refer to this Article 6.7A. The Board of Directors shall promptly give the Villa Owners written notice of the amount of all Special Villa Assessments and the time for payment thereof. No payment of all or part of any Special Villa Assessment shall be due less than thirty (30) days after such notice is given. This Article 6.7A 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 related to the Villas authorized by other sections of this Declaration. Special Villa Assessments are payable only by the Owners of Villas and are in addition to the payment of Special Assessments under Article 6.5 hereof."

29. **Amendment of Article 6.8.** Article 6.8 of ARTICLE 6 is hereby amended to read as follows:

"**6.8. Default Assessments**. The Board of Directors may assess Default Assessments against any Member or any Owner of a Single Family Residence, an Attached Patio Home, an Attached Townhome or Villa at any time. Notice of the amount and due date of each Default Assessment shall be sent to the Member or 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 Member's or such Owner's Lot when due and may be foreclosed or otherwise collected as provided in this Declaration."

30. **New Subarticle 6.9(c).** The Declaration is amended by adding the following new Article 6.9(c) of ARTICLE 6:

"**6.9 Working Capital Fund Contributions.**

(c) The Developer shall require the first Owner of Villa Lot (other than the Developer or a builder building on the Lot for resale) to make a nonrefundable contribution to the villa working capital fund of the Association in an amount equal to three (3) times the monthly installment of the Monthly Villa Assessment against such Villa Lot then in effect (a "Villa Working Capital Fund Contribution"). The Association shall maintain all such Villa Working Capital Fund Contributions in its account(s) for the use and benefit of the Association in carrying out its duties hereunder including, without limitation, paying Villa Common Expenses or meeting unforeseen Villa expenditures. Such Villa Working Capital Fund Contribution shall not relieve a Villa Owner from

making payments of the Assessments as they become due and is in addition thereto and nonrefundable in all events."

31. **Amendment to Article 6.10.** Article 6.10 of ARTICLE 6 is hereby amended to read as follows:

"**6.10** **Fines; Lien Fees**. The Board of Directors may assess and impose a Fine of Twenty Dollars ($20) per month (or such other amount as the Board of Directors shall determine appropriate from time to time) for each month 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, an Attached Patio Home, an Attached Townhome or a Villa 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. Fines shall be imposed only after notice and an opportunity to be heard before the Board of Directors. 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, Attached Patio Homes, Attached Townhomes, Villas, the Common Area or the Restricted Common Areas 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 Lien Fee of One Hundred Fifty Dollars ($150) [or such other amount as the Board of Directors shall determine appropriate from time to time] to cover administrative time and expense in connection therewith."

32. **Amendment of Article 6.11.** Article 6.11 is hereby amended to read as follows:

"**6.11** **Effect of Nonpayment; Liens**. Any Annual Assessment, Monthly Attached Patio Home Assessment, Monthly Attached Townhome Assessment, Monthly Villa Assessment, Special Assessment, Special Attached Patio Home Assessment, Special Attached Townhome Assessment, Special Villa 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;

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

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

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

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

A Delinquency shall constitute a lien on the Lot, including the Single Family Residence, the Attached Patio Home, the Attached Townhome or the Villa 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 Director of Records for Jackson County, Missouri, at Independence. The certificate of lien, which shall be signed and acknowledged by the President, any Vice President or the Secretary of the Association, or on behalf of the Association by any manager appointed by it, 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, 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."

33. **Amendment of Article 6.13.** Article 6.13 of ARTICLE 6 is hereby amended to read as follows:

"**6.13. 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, or to all Attached Patio Homes as an Attached Patio Home Common Expense, or to all Attached Townhome Lots as an Attached Townhome Common Expense or to all Villa Lots as a Villa Common Expense, as applicable."

34. **Amendment of Article 6.18.** Article 6.18 of ARTICLE 6 is hereby amended to read as follows:

"**6.18 Optional Developer Loans to Association**. In the event that, at any time or from time to time, the Assessments (including the Annual Assessments, the Monthly Attached Patio Home Assessments, the Monthly Attached Townhome Assessments, the Monthly Villa Assessments, the Special Assessments, the Special Attached Patio Home Assessments, the Special Attached Townhome Assessments and the Special Villa Assessments) and the Attached Patio Home Working Capital Fund Contributions, the Attached Townhome Working Capital Fund Contributions and the Villa Working Capital Fund Contributions are not sufficient for the Association to pay all Common Expenses and/or all Attached Patio Home Common Expenses and/or all Attached Townhome Common Expenses and/or all Villa 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 shall 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."

35. **Amendment of Article 7.2 heading.** The heading of Article 7.2 of ARTICLE 7 is hereby amended to read as follows. The remainder of Article 7.2 of ARTICLE 7 remains unchanged except as otherwise amended.

"7.2 **Repair of Damaged Attached Patio Homes and Attached Townhomes**. **[THE PROVISIONS OF THIS ARTICLE 7.2 APPLY ONLY TO ATTACHED PATIO HOMES AND ATTACHED TOWNHOMES AND NOT TO SINGLE FAMILY RESIDENCES OR VILLAS.]**"

36. **Amendment of Article 7.5.** Article 7.5 of ARTICLE 7 is hereby amended to read as follows:

"7.5 **Condemnation**. Except as provided herein, if any portion of the Common Area or the Restricted Common Areas 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 or the Restricted Common Areas. If the condemnation award is insufficient to pay the costs of restoring or replacing the taken Improvement, the Association may, pursuant to Articles 6.5, 6.6, 6.7 and 6.7A above, levy, assess and collect in advance from the Owners, or the Attached Patio Home Owners, or the Attached Townhome Owners or the Villa Owners without the necessity of a special vote of such Owners, a Special Assessment, a Special Attached Patio Home Assessment, a Special Attached Townhome Assessment or a Special Villa Assessment sufficient to provide funds to pay the additional cost of such restoration or replacement. If the aggregate of any Special Assessment, any Special Attached Patio Home Assessment, any Special Attached Townhome Assessment or any Special Villa Assessment 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, Class B, Class C and Class E 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."

37. **Amendment of Article 7.6.** Article 7.6 of ARTICLE 7 is hereby amended to read as follows:

"7.6 **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, Class B, Class C and Class E 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 or the Restricted Common Areas damaged by an insured occurrence and do not authorize alternative improvements to such part of the Common Area or the Restricted Common Areas, the damaged property shall be restored to its natural state and maintained as an undeveloped portion of the Common Area or the Restricted Common Areas 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, Class B, Class C and Class E votes possible to be cast under this Declaration may elect not to restore or replace any improvements comprising a part of the Common Area or the Restricted Commons Areas 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 without first obtaining the written consent of the City and taking adequate alternative storm water drainage control measures."

38. **Amendment of Article 8 heading.** The heading of ARTICLE 8 is hereby amended to read as follows. The remainder of ARTICLE 8 remains unchanged except as otherwise amended.

**"ATTACHED PATIO HOME AND ATTACHED TOWNHOME MAINTENANCE SERVICES TO BE PROVIDED BY THE ASSOCIATION**

**[THIS ARTICLE 8 APPLIES ONLY TO ATTACHED PATIO HOMES AND ATTACHED TOWNHOMES AND NOT TO SINGLE FAMILY RESIDENCES OR VILLAS.]"**

39. **New Article 8A.** The Declaration is hereby amended to add the following new Article 8A of ARTICLE 8:

**"ARTICLE 8A**

**VILLA MAINTENANCE SERVICES TO BE PROVIDED BY THE ASSOCIATION**

**[THIS ARTICLE 8A APPLIES ONLY TO VILLAS AND NOT TO ATTACHED PATIO HOMES, ATTACHED TOWNHOMES OR SINGLE FAMILY RESIDENCES.]**

**8A.1 General.** In addition to the maintenance upon the Common Area and upon the Restricted Common Areas provided for elsewhere in this Declaration, and as allowed or required by the Association under this Declaration, the Association shall provide (or arrange for provision of) the following limited services to each Villa and to each Villa Lot on which it is located, which is subject to the Monthly Villa Assessment hereunder in as nearly a uniform manner as may by reasonably possible. Each Villa Owner: shall be obligated to accept and participate in the Association's provision of such services by such Owner's acceptance of a deed to such Owner's Lot; grants to the Association, its contractors, service providers and other agents an access easement in, over and across such Owner's Lot so that the following services can be provided; and agrees not to interfere with, impair or prohibit the providing of such services. The Association has the right to determine the scope and timing of such services.

**8A.2 Lawn and Landscaping Care; Snow Removal.**

(a) The Developer shall require each builder of a Villa on a Villa Lot to prepare for approval a landscaping plan for such Villa including the location of trees, bushes, shrubbery, grasses and other plantings and the location and type of irrigation, sprinkler, drainage and any other systems; provided, however, a Villa Lot shall not have more than two (2) trees, unless a landscaping plan showing more than two (2) trees has been approved by the Developer or the Review Committee, as the case may be, in its sole discretion, prior to the installation of such trees on such Villa Lot. Once approved by the Developer, the landscaping plan shall be kept on file at the Association office. Only the items shown on such landscaping plan (or substitutes or replacements approved from time to time by the Review Committee) at the locations shown on such landscaping plan shall be permitted. No Villa Owner shall install any other trees, bushes, shrubbery, grasses or other plantings at or on any other locations of such Villa Owner's Lot without the prior written approval of the Review Committee. Any such other plantings so approved by the Review Committee shall be maintained by the Villa Owner and not the Association; provided, however, in the event that a Villa Owner fails to maintain such other plantings, the Association, in its sole discretion, may, but is not obligated to, maintain or remove such other plantings, at such Villa Owner's expense, in which case, the Association shall send such Villa Owner an invoice for the cost of such maintenance and/or removal, and Villa Owner shall pay such invoice within ten (10) days of receipt. The Association shall provide

lawn and landscaping care to the Villas consisting of mowing, edging, fertilizing, weed control of grass area, mulching and weed control within any beds shown on the landscaping plan, trimming and replacing of trees, bushes, shrubbery, grasses and plantings in and shown on the landscaping plan, and the operation (including spring startup and fall winterization), maintenance and repair of the irrigation system (which shall be controlled exclusively by the Association). Each Villa's landscaping plan shall include a complete irrigation system for all turf and landscape areas. The system shall: (i) have all components accessible and maintainable from the outside of the Villa; (ii) include a water tap in the front yard after the water meter; (iii) include a brass curb stop with two inch (2") pvc sleeve accessible with a five foot (5') standard water key; (iv) include with the water tap a double check backflow preventer located underground in a rectangular valve box; and (v) include an outdoor irrigation controller mounted on an exterior wall of the Villa along with a rain sensor mounted on the side or rear gutter of the Villa. If the City does not allow a double check backflow, then the approved backflow shall be located on a side of the Villa out of sight from the street. If, with the Review Committee's approval first obtained, an Owner adds to, expands or augments the sprinkler system, costs to maintain and repair such augmented portion shall be the Owner's responsibility. Any such additional sprinkler costs shall be paid by such Owner to the Association within ten (10) days after receipt of a bill therefor. Such services do not include the maintenance, trimming or replacement of street trees, replacement or reseeding of sod or lawn grass or replacement of any trees, shrubs, bushes, flowers or other plantings not shown or included in the landscape plan approved by Developer or the Review Committee, as the case may be. The cost of water and electricity used by the sprinkler system is the Villa Owner's responsibility.

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

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

**8A.3 Uniformity of Service**. The Association shall arrange for a uniform method of providing the foregoing limited services to the Villas. The Association shall have authority to determine the exact method of providing for such services by virtue of the powers set forth in Article 4 of this Declaration and toward that end, shall have authority to contract with one or more providers of such services on behalf of all the Villa Owners to provide such services to the Villas within the Subdivision.

**8A.4 Exclusivity**. No Villa Owner shall do any act or take any action on such Owner's part which shall interfere, impair, prohibit or conflict with the Association's sole responsibility to provide the limited services set forth herein, and particularly shall not seek to provide such services to such Owner's own Villa unless the Association, fails to provide such service within thirty (30) business days after written notice to the Association demanding such services be reasonably provided, to a Villa Owner who can establish such services are not being provided to such Owner's Villa in a uniform manner with the other Villas within the Subdivision. Provided, however, that the Association shall not be in breach or default of this provision if it commences the cure of such failure within such thirty (30) business day period and thereafter diligently pursues such cure to completion as soon as reasonably practicable.

**8A.5 Villa Owner's Maintenance Responsibility**. Each Villa Owner shall be responsible, at such Owner's cost and expense, for the repair, maintenance and replacement when necessary, of the exterior and interior of the Villa and all related Improvements and systems

including, without limitation, roofs, walls, foundations, gutters, downspouts, windows, doors, garage doors, porches, patios, decks, driveways, sidewalks, sewer, water, gas, electrical and other utilities' lines, pipes, wires or conduits (to the extent not the responsibility of the applicable utility provider). The foregoing responsibility shall include, but not be limited to, each such Owner's obligations to protect and preserve the surface of such driveways and sidewalks from: (i) loads, weights or vehicles heavier than that which residential construction practices would customarily be designed to handle; (ii) frequent, continuous or undue exposure to salts, snow or ice melt or removal products or other chemicals, compounds or substances whose properties or characteristics are harmful, damaging, caustic or otherwise deleterious to the finished surface of such driveway or sidewalk. The repair of any damage or destruction caused to or the replacement of any such driveway or sidewalk, for any cause or any reason, shall be the responsibility of such Owner, and if such Owner fails to do so, the Association shall be authorized to repair such damage or to make any necessary replacement at the cost and expense of such Owner and to collect the same, together with all other costs and expenses of the Association associated with the enforcement of the Association's rights hereunder.

**8A.6 Developer's Modification Rights.** The Developer reserves the right to modify, amend, alter, change or eliminate any of the provisions of this Article 8A for any Villas designated on any Expansion Property pursuant to a Supplemental Declaration subjecting such Expansion Property to this Declaration."

40. **Amendment of Article 9 heading.** The heading of ARTICLE 9 is hereby amended to read as follows. The remainder of Article 9 remains unchanged except as otherwise amended.

**"ATTACHED PATIO HOME AND ATTACHED TOWNHOME PARTY WALLS AND RELATED MATTERS**

**[THIS ARTICLE 9 APPLIES ONLY TO ATTACHED PATIO HOMES AND ATTACHED TOWNHOMES AND NOT TO SINGLE FAMILY RESIDENCES OR VILLAS.]"**

41. **Amendment of Article 10.1.** Article 10.1 of ARTICLE 10 is hereby amended to read as follows:

"**10.1 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 10. 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 C Member, who shall serve terms of one (1) year or until their earlier resignation or removal by the Board of Directors, and at least one (1) of which shall be a Class E 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."

42. **Amendment of Article 10.2.** Article 10.2 of ARTICLE 10 is hereby amended to read as follows:

"**10.2 Architectural Control**. To preserve the harmony of the construction, location and exterior design and appearance of the Lots, the Single Family Residences, the Attached Patio Homes, the Attached Townhomes, the Villas and other Improvements on the Lots, (a) all Single Family Residences, Attached Patio Homes, Attached Townhomes, Villas, 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 10.4 hereof, the Review Committee shall not approve any Proposed Construction which does not fully

comply with the requirements hereof including, without limitation, Article 10.5 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, Attached Patio Homes, Attached Townhomes or Villas 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. The Review Committee also shall have the power and right to designate certain areas within the Property as Restricted Common Areas."

43. **Amendment of Article 10.3.** Article 10.3 of ARTICLE 10 is hereby amended to read as follows:

"**10.3 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 10.3 fully satisfied. The provisions of this Article 10.3 are intended primarily for application to Single Family Residences and Villas and shall not be construed or interpreted to imply any ability of an Owner to modify, alter, change or otherwise improve the exterior of any Attached Patio Home or any Attached Townhome."

44. **Amendment of Article 10.5.** Article 10.5 of ARTICLE 10 is hereby amended to read as follows:

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

(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, Attached Patio Home, Attached Townhome or Villa may be constructed on any Lot. All Single Family Residences must be constructed on Lots platted and/or created only for Single Family Residences, all Attached Patio Homes must be constructed on Lots platted and/or created only for Attached Patio Homes, all Attached Townhomes must be constructed on Lots platted and/or created only for Attached Townhomes, and all Villas must be constructed on lots platted and/or created only for Villas. 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, if none is shown on the Plat, seven (7) feet. No Single Family Residence shall be located any nearer to an interior Lot line than the lesser of seven (7) feet or ten percent (10%) of the Lot width. 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) The finished floor area of the main structure of a Single Family Residence shall be at least 1,200 square feet for all one-story Single Family Residences, at least 1,200 square feet for all split-level Single Family Residences, 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 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. 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) or more than four (4) vehicles. For any Single Family Residence constructed with more than a 2-vehicle garage, the driveway for such Single Family Residence must be constructed to taper to a 2-vehicle driveway width as it meets the street unless otherwise approved in advance by the Review Committee.

(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. 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 or crawl structure protruding (i) with respect to a Single Family Residence, more than eighteen inches (18") above the ground, and (ii) with respect to an Attached Patio Home, an Attached Townhome or a Villa twelve inches (12") above the ground, shall be painted the same color as the body of the Single Family Residences, Attached Patio Homes, Attached Townhomes, or Villa as applicable.

(f) All Single Family Residences, Attached Patio Homes, Attached Townhomes, and Villas shall have wood, wood clad, vinyl or aluminum windows and may have aluminum or other metal storm windows and screens.

(g) All Single Family Residences, Attached Patio Homes, Attached Townhomes, and Villas 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, Attached Patio Home, Attached Townhome or Villa (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, Attached Patio Home, Attached Townhome, Villa 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, each Attached Patio Home Lot, each Attached Townhome Lot and each Villa Lot.

(j) All driveways shall be constructed of concrete. No rock or gravel driveways shall be permitted. Each Owner of a Single Family Residence, an Attached Patio Home, an Attached Townhome and a Villa 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 mowed, trimmed and in as good condition as soil, climate and other natural or governmental conditions (including watering restrictions) shall permit.

(l) For Single Family Residences, 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 or spa and tennis court. 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. No artificial lighting shall be permitted on any tennis court.

(m) For Single Family Residences, 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) For Single Family Residences, no playground equipment may be installed or used, temporarily or permanently, in the front or side yards of any Single Family Residence.

(o) For Single Family Residences, no fencing of any type shall be erected or installed anywhere on a Single Family Residence Lot except with prior approval of the Review Committee which may establish and set, from time to time, requirements for fencing materials, placement, size, height and type.

(p) No sport court may be installed or used, temporarily or permanently, in any front, side or rear yards of any Single Family Residence, Attached Patio Home, Attached Townhome or Villa or in the Common Area or any Restricted Common Area.

(q) Construction of a Single Family Residence, an Attached Patio Home, an Attached Townhome or a Villa shall be fully completed within nine (9) months after excavation is started."

45. **New Article 10.7.** The Declaration is hereby amended to add the following new Article 10.7 of ARTICLE 10:

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

(a) All Villas shall be erected or located on each Villa Lot as shown on the plat creating the same and any requirements of any City code or regulation. A Villa will be erected or located on a basement foundation or slab foundation. The Review Committee shall approve the orientation of the Villas on the Villa Lots.

(b) The finished floor area of each Villa shall be at least 1,325 square feet of total finished floor area. For purposes of calculating the foregoing minimum, the area of any attics, porches and any portion thereof that is not enclosed and finished for all-year occupancy, shall not

be included. The Review Committee may, in its sole discretion, require greater square footage for any Villa as a condition of approval of any Proposed Construction.

(c) No Villa may exceed two (2) stories in height in the front without prior unanimous approval of the Review Committee.

(d) All exterior surfaces of any Villa 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. Vinyl or other siding on any Villa 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) Each Villa shall have an attached garage for not less than two (2) nor more than three (3) vehicles and the walls of such garage shall be finished in a quality manner.

(f) Vegetable, herb or other gardens not exceeding one hundred (100) square feet in size, located behind the rear corners of the Villa and at least five feet (5') away from the boundary of the Lot are permitted on a Villa 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.

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

(h) For Villas, one (1) permanent basketball goal may be erected adjacent to or along the Villa's driveway with the prior approval of the Review Committee. Portable basketball goals are not permitted.

(i) No sports court or other similar facility may be constructed on a Villa Lot.

(j) No playground equipment may be installed or used on or in any Villa Lot or Restricted Common Areas or Common Area adjacent or nearby to any Villa.

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

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

46. **Amendment of Article 11.2.** Article 11.2 of ARTICLE 11 is hereby amended to read as follows:

"**11.2 Single Family Residence, Attached Patio Home, Attached Townhome and Villa Use Only**. Except as specifically provided herein, each Single Family Residence, each Attached Patio Home, each Attached Townhome and each Villa shall be used strictly as a family dwelling. No business shall be conducted, or carried on, in or from any Lot, Single Family Residence, Attached Patio Home, Attached Townhome or Villa 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, or Attached Patio Home, or Attached Townhome or Villa 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 activity is not compatible with the Subdivision for any reason, such as, without limitation, a daycare business which is prohibited."

47. **Amendment of Article 11.3.** Article 11.3 of ARTICLE 11 is hereby amended to read as follows:

"**11.3 Prohibited Buildings and Structures**. Except as provided herein, no mobile home or trailer (with or without wheels), basement (without a Single Family Residence, an Attached Patio Home, an Attached Townhome or a Villa 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. With respect to Single Family Residences only, other detached structures such as storage or utility sheds, gazebos, permanent cooking or other grills or ovens may be constructed only with the prior approval of the Review Committee obtained in advance of construction. The Review Committee shall approve the location and appearance of any such structure and may require it to be screened from view."

48. **Amendment of Article 11.4.** Article 11.4 of ARTICLE 11 is hereby amended to read as follows:

"**11.4 Fencing Limitations**. Except as set forth in Articles 10.5, 10.6 and 10.7 above, or as otherwise amended in Supplemental Declarations, with respect to Attached Patio Homes and Attached Townhomes, no fences shall be permitted on any Lot, the Restricted Common Areas or the Common Area (except around or between decks or patios initially constructed with respect to Attached Patio Homes and Attached Townhomes) without the prior approval of the Review Committee, which approval must be obtained in advance of construction. 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, Attached Patio Homes, Attached Townhomes and Villas in the Subdivision. No wire or chain link fences shall be permitted. 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. For Single Family Residences, no fences shall be placed in front of the rear wall of the Single Family Residence and, for a Single Family Residence on a corner Lot, no fencing facing a street may be placed beyond the point where the side wall of the Single Family Residence meets the rear wall of the Single Family Residence without the prior approval of the Review Committee obtained in advance of construction."

49. **Amendment of Article 11.6.** Article 11.6 of ARTICLE 11 is hereby amended to read as follows:

"**11.6 Antennas and Other Projections**. 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 and Villas only) or other unsightly projection shall be visible from the exterior of any Attached Patio Home, Attached Townhome, Single Family Residence or Villa, including any such item attached thereto or located in a yard, the Restricted Common Areas or the Common Area. The Review Committee may, in its sole discretion, approve satellite dishes which are twenty inches (20") or less in diameter or otherwise in size attached to an Attached Patio Home, an Attached Townhome, a Single Family Residence or a Villa, 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, 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."

50. **Amendment Article 11.7**. Article 11.7 of ARTICLE 11 is hereby amended to read as follows:

"**11.7 Flagpoles and Ornamental Light Fixtures for Villas and Single Family Residences Only**. A flagpole or an ornamental light fixture may be erected or installed in the front yard of a Single Family Residence or Villa 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. Flagpoles and ornamental light fixtures are prohibited in the Restricted Common Areas or on Attached Patio Homes and Attached Townhomes."

51. **Amendment of Article 11.8.** Article 11.8 of ARTICLE 11 is hereby amended to read as follows:

"**11.8 Garages**. No garage may be improved for use as living area. All doors of garages of Attached Patio Homes, Attached Townhomes, Villas and 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."

52. **Amendment of Article 11.9.** Article 11.9 of ARTICLE 11 is hereby amended to read as follows:

"**11.9 Holiday Decorations**. Christmas and other holiday lights and decorations may be displayed on the exterior of a Single Family Residence, an Attached Patio Home, an Attached Townhome or a Villa on any Lot only during the period beginning forty-five (45) days prior to and ending twenty-one (21) 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."

53. **Amendment of Article 11.11.** Article 11.11 of ARTICLE 11 is hereby amended to read as follows:

"**11.11 Storage Tanks.** No tank for storage of oil or other product may be maintained in any Attached Patio Home, Attached Townhome, Single Family Residence, Villa, garage or on any Lot, whether above or below the surface of the ground."

54. **Amendment of Article 11.12**. Article 11.12 of ARTICLE 11 is hereby amended to read as follows:

"**11.12 Refuse**. No trash, ashes or other refuse may be thrown, dumped, stored or burned on any Lot, the Common Area or any of the Restricted Common Areas, except during construction of a Single Family Residence, an Attached Patio Home, an Attached Townhome or a Villa or any addition thereto or remodeling thereof. The storage or burning of trash, garbage, old appliances, junk or other refuse is prohibited on the Property outside of a Single Family Residence, an Attached Patio Home, an Attached Townhome or a Villa, except such items may be set out for collection after 6:00 p.m. on the day before the scheduled collection day. If there is an alley in the rear of a Single Family Residence, an Attached Patio Home, an Attached Townhome or a Villa, such items set out for collection shall be placed along such alley."

55. **Amendment of Article 11.13.** Article 11.13 of ARTICLE 11 is hereby amended to read as follows:

"**11.13 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, an Attached Patio Home, an Attached Townhome or a Villa or be visible from the interior of any Single Family Residence, Attached Patio Home, Attached Townhome, Villa 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 (or, with respect to an Attached Patio Home Lot or an Attached Townhome Lot, in the Common Area nearest such Lot) being sold or leased. The Developer may erect or place "bill board" type signs related to the Subdivision on any Lot owned by it or on any Common Area or Restricted Common Areas."

56. **Amendment of Article 11.14.** Article 11.14 of ARTICLE 11 is hereby amended to read as follows:

"**11.14 Nuisances**. No activity shall be carried on in, on or from any Lot, Single Family Residence, Attached Patio Home, Attached Townhome or Villa 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, a Single Family Residence, an Attached Patio Home, an Attached Townhome or Villa whether or not the Owner is involved in, or has knowledge of, such activity."

57. **Amendment of Article 11.15.** Article 11.15 of ARTICLE 11 is hereby amended to read as follows:

"**11.15 Animals**. At no time shall pit bulls, animals with vicious propensities by breed, 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, Attached Patio Home, Attached Townhome, Villas or on any Lot or in any Restricted Common Areas or the Common Area. Except as otherwise prohibited herein, dogs, cats and other household pets (i) may be kept in a Single Family Residence, an Attached Patio Home, an Attached Townhome or a Villa (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 (a) for an Attached Patio Home and/or an Attached Townhome, on a patio or deck in the back thereof and (b) for a Single Family Residence and a Villa, in the back yard, and, for both, shall only be of such size, design and materials as approved in advance by the Review Committee and painted the same color as the main structure. With respect to Single Family Residences only, runs, kennels or similar structures shall be permitted only with the approval of the Review Committee which may, in the Review Committee's sole discretion, impose requirements for such structures as to construction, design, materials, location and screening from view except under no circumstances shall runs, kennels or similar structures include chain link or other wire fencing."

58. **Amendment of Article 11.16.** Article 11.16 of ARTICLE 11 is hereby amended to read as follows:

"**11.16 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, Common Area or Restricted Common Areas (including driveways) except in an enclosed garage. However, one (1) passenger vehicle (i.e. automobile 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, an Attached Patio Home, an Attached Townhome or a Villa on the Lot may be parked in the driveway or at the curb but for no more than twenty-four (24) consecutive hours and during 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 or the Restricted Common Areas. 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, Restricted Common Areas or at the curb for more than twenty-four (24) consecutive hours."

59. **Amendment of Article 11.17.** Article 11.17 of ARTICLE 11 is hereby amended to read as follows:

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

60. **Amendment of Article 11.21.** Article 11.21 of ARTICLE 11 is hereby amended to read as follows:

"**11.21 Easements**. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the plat or plats of the Subdivision 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 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. With respect to Attached Patio Homes, Attached Townhomes and Villas, the Association is hereby granted an easement to go on and, if necessary, maintain or replace, any shrubs or other plantings, located on the Lots therefor if the Owners fail to maintain the same and charge such Owner for the costs thereof."

61. **Amendment of Article 11.22.** Article 11.22 of ARTICLE 11 is hereby amended to read as follows:

"**11.22 No Subdividing**. No Attached Patio Home Lot, Attached Townhome Lot or Villa Lot may be subdivided. No Single Family Residence Lot may be subdivided without the prior approval of the Review Committee and must comply with all codes and ordinances of the City, including its Subdivision Regulations."

62. **Amendment of Article 13.1.** Article 13.1 of ARTICLE 13 is hereby amended to read as follows:

"**13.1 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, Attached Patio Homes, detached Patio Homes, Attached Townhomes, Villas or any combination thereof), Common Area, Restricted Common Areas and other property in the Subdivision and other property that has not yet been subdivided or platted (collectively, the "Expansion Property")."

63. **Amendment of Article 14.3.** Article 14.3 of ARTICLE 14 is hereby amended to read as follows:

"**14.3 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 and the Restricted Common Areas, together with the right to store materials on the Common Area and the Restricted Common Areas, and to make such other use of the Common Area and the Restricted Common Areas as is reasonably necessary or incident to the construction of Single Family Residences, Attached Patio Homes, Attached Townhomes and Villas 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."

64. **Amendment of Article 14.6.** Article 14.6 of ARTICLE 14 is hereby amended to read as follows:

"**14.6 View**. No Single Family Residence Owner, Attached Patio Home Owner, Attached Townhome Owner or Villa 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."

65. **Amendment of Article 14.7.** Article 14.7 of ARTICLE 14 is hereby amended to read as follows:

"**14.7 Delegation of Use**. Any Single Family Residence Owner, Attached Patio Home Owner, Attached Townhome Owner or Villa 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."

66. **Amendment of Article 15.1.** Article 15.1 of ARTICLE 15 is hereby amended to read as follows:

"**15.1 Inseparability**. Every gift, devise, bequest, transfer, encumbrance, conveyance or other disposition of a Lot, including the Single Family Residence, the Attached Patio Home, the Attached Townhome, the Villas 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 (including, with respect to Attached Patio Homes Lots and Attached Townhome Lots, rights to the Restricted Common Areas and Improvements therein related thereto) created by law or by this Declaration."

67. **Amendment of Article 15.3.** Article 15.3 of ARTICLE 15 is hereby amended to read as follows:

"**15.3 Limited Property Rentals**. For purposes of this Article 15.3, the term "Residence" shall mean any Single Family Residence, any Villa, any Attached Patio Home or any Attached Townhome. A Residence may be used for permanent or temporary occupancy by the Owner and the Owner's family. After an Owner has owned such Residence for no less than two (2) years, an Owner may rent such Residence 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 of Residences for periods of time less than one (1) year are not permitted. An Owner who leases a Residence must provide to the Association a true copy of each signed lease or rental agreement. Each lease or rental agreement shall clearly set forth the name(s) of the tenant(s) and the landlord's and tenant's responsibilities with respect to the Residence including maintenance, repair and upkeep. Each change in tenant(s) shall be reported by the Owner to the Association together with a true copy of the signed lease or rental agreement with such new tenant(s). Signs advertising a Residence for lease or rental shall only be of such type and size and be placed only at such locations as are approved in advance by the Association."

68. **Amendment to Article 16.2.** Article 16.2 of ARTICLE 16 is hereby amended to read as follows:

"**16.2 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 by the Developer and, after the Turnover Date, signed by the Class A, Class B, Class C and Class E 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, Class B, Class C and Class E 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 shall 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, Class B, Class C and Class E 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 Director of Records for Jackson County, Missouri, at Independence. Such amendments may amend, alter or modify the terms of this Declaration as it effects all existing Single Family Residence Lots, Attached Patio Home Lots, Attached Townhome Lots or Villa Lots, including terms which impose additional covenants, conditions, restrictions and easements on such Lots, and may add provisions if detached Patio Homes are to be constructed on areas within the Subdivision. Any amendment that effects less than all existing Single Family Residence Lots, Attached Patio Home Lots, Attached Townhome Lots or Villa Lots in the Subdivision shall be effective only as to those such Lots where the Owners thereof agree to such amendment."

69. **Amendment to Article 16.3.** Article 16.3 of ARTICLE 16 is hereby amended to read as follows:

"**16.3 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, Class B, Class C and Class E 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 16.2 above for amendments hereof."

70. **Amendment of Article 18.1.** Article 18.1 of ARTICLE 18 is hereby amended to read as follows:

"**18.1 Enforcement**. Except as otherwise provided herein, the Association or the Board of Directors, the Developer and every Owner of a Single Family Residence Lot, an Attached Patio Home Lot, an Attached Townhome Lot or a Villa 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."

71. **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, the Villas Expansion Property or any Lots, Tracts, Commons 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 officers as of the day and year first above written.

**DEVELOPER:**

**HUNT MIDWEST REAL ESTATE DEVELOPMENT, INC.,**
a Missouri corporation

By: F. Brenner 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

AMY NICOLE NELSON My Commission Expires 03-20-2029 NOTARY SEAL Clay County Commission # 17382889 NOTARY PUBLIC - STATE OF MISSOURI

**EXHIBIT A**
**TO**
**TWENTY-FIRST SUPPLEMENT TO AMENDED AND RESTATED DECLARATION OF HOMES ASSOCIATION AND COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF EAGLE CREEK**

**SUMMARY OF SUPPLEMENTS**

| DATE EXECUTED/ DATE RECORDED | RECORDING INFO. | SUPPLEMENT # | INFORMATION |
|---|---|---|---|
| 05-30-03/06-04-03 | Doc #2003I 0066203 (Pages 1 – 48) | Original | Amended and Restated Declaration of Homes Association and Covenants, Conditions, Restrictions and Easements |
| 06-04-03/06-09-03 | Doc #2003I 0068065 (Pages 1 – 4) | First | Eagle Creek – Townhomes – 1st Plat |
| 09-26-03/10/14/03 | Doc #2003I 0126509 (Pages 1 – 6) | Second | Eagle Creek – 8th Plat |
| 07-12-04/07-16-04 | Doc #2004I 0068231 (Pages 1 – 5) | Third | Eagle Creek – 9th Plat |
| 03-17-05/03-22-05 | Doc #2005I0023175 (Pages 1 – 7) | Fourth | Eagle Creek – 9th Plat – Imposed Fencing Restrictions on Lots 349 through 364 |
| 10-14-05/10-28-05 | Doc #2005I0096058 (Pages 1 – 5) | Fifth | Eagle Creek – 10th Plat |
| 11-08-05/11-09-05 | Doc #2005I0100013 (Pages 1 – 5) | Sixth | Eagle Creek – Townhomes – 2nd Plat |
| 06-14-06/10-23-06 | Doc #2006E0111119 (Pages 1 – 7) | Seventh | Eagle Creek – 11th Plat |
| 10-23-06/10-26-06 | Doc #2006E0112929 (Pages 1 – 6) | Eighth | Eagle Creek – Townhomes – 3rd Plat |
| 07-12-11/07-22-11 | Doc #2011E0067745 (Pages 1-7) | Ninth | Eagle Creek – 12th Plat |
| 09-23-13/01-22-14 | Doc #2014E0005951 (Pages 1-6) | Tenth | Eagle Creek – 13th Plat |
| 10-06-14/10-09-14 | Doc #2014E0084761 (Pages 1-5) | Eleventh | Eagle Creek – 13th Plat – Revised Fencing Restrictions |

| | | | |
|---|---|---|---|
| 01-12-15/01-14-15 | Doc #2015E0003947 (Pages 1-5) | Twelfth | Eagle Creek – 1st and 5th Plats – Revised Fencing |
| 06-30-15/07-06-15 | Doc. #2015E0058737 (Pages 1-5) | Thirteenth | Eagle Creek – 13th Plat – Further Revised Fencing Restrictions |
| 06-16-16/08-03-16 | Doc #2016E0071376 (Pages 1-7) | Fourteenth | Eagle Creek – 14th Plat |
| 10-31-16/11-07-16 | Doc #2016E0105433 (Pages 1-7) | Fifteenth | Eagle Creek – Revised Limited Property Rentals |
| 02-10-17/02-16-17 | Doc #2017E0014794 (Pages 1-6) | Sixteenth | Eagle Creek – 14th Plat – Fencing Restrictions |
| 08-11-17/08-16-17 | Doc #2017E0076097 (Pages 1-6) | Seventeenth | Eagle Creek – Certain Definitions Changes |
| 02-23-18/03-16-18 | Doc #2018E0021598 (Pages 1-7) | Eighteenth | Eagle Creek – 15th Plat – Fencing Restrictions |
| 04-21-2017/7-22-20 | Doc #2020E0063205 (Pages 1-7) | Nineteenth | Eagle Creek – 16th Plat – Fencing Restrictions |
| 10-26-23/10-26-23 | Doc #2023E0078034 (Pages 1-7) | Twentieth | Eagle Creek – Certain Definition Changes |

**EXHIBIT B**
**TO**
**TWENTY-FIRST SUPPLEMENT TO AMENDED AND RESTATED DECLARATION OF HOMES ASSOCIATION AND COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF EAGLE CREEK**

**Legal Description of Villas Expansion Property:**

**Legal Description of Villas Expansion Property Prior to Platting:**

A tract of land in the Northeast 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 Northeast Quarter; thence North 02°46'08" East, on the East line of said Northeast Quarter 1,323.83 feet to the Southeast corner of the North half of said Northeast Quarter, also being the Northeast corner of EAGLE CREEK - FIFTH PLAT, a subdivision of land in said Lee's Summit recorded October 9, 2001 as Instrument Number 2001I0082127 in Book 70 at Page 14 in said Office of Recorder of Deeds, Jackson County, Missouri; thence leaving said East line, North 87°41'31" West, on the South line of said North half of said Northeast Quarter, also being the North line of said EAGLE CREEK - FIFTH PLAT, 497.77 feet to the Point of Beginning of the tract of land to be herein described; thence North 87°41'31" West on said South line and said North line, 730.87 feet to the Northwest corner of said EAGLE CREEK - FIFTH PLAT, also being the Northeast corner of EAGLE CREEK - SIXTH PLAT, a subdivision in said Lee's Summit recorded October 9, 2001 as Instrument Number 2001I00082129 in Book 70 at Page 15 in said Office of Recorder of Deeds, Jackson County, Missouri; thence North 87°41'31" West on said South line, also being the North line of said EAGLE CREEK - SIXTH PLAT, 704.45 feet to the Northwest corner of said EAGLE CREEK - SIXTH PLAT, also being the Easterly line of Tract C of EAGLE CREEK - SEVENTH PLAT, LOTS 230 THRU 282, INCLUSIVE, AND TRACT C, a subdivision of land in said Lee's Summit recorded April 25, 2003 as Instrument Number 2003I0049132 in Book 76 at Page 12 in said Office of Recorder of Deeds, Jackson County, Missouri; thence North 87°41'31" West on said South line and said Easterly line, 81.41 feet; thence leaving said South line, North 02°46'08" East, on said Easterly line, 197.92 feet to the Northeast corner of said Tract C, also being a point on the Existing Southerly right-of-way line SW EAGLE VIEW DRIVE, as established by said EAGLE CREEK - SEVENTH PLAT, LOTS 230 THRU 282, INCLUSIVE, AND TRACT C; thence Easterly, on said Existing Southerly right-of-way line, on a curve to the left having an initial tangent bearing of South 86°54'35" East with a radius of 830.00 feet, a central angle of 29°39'14" and an arc distance of 429.57 feet; thence North 63°26'11" East, on said Existing Southerly right-of-way line, 285.62 feet; thence Easterly, on said Existing Southerly right-of-way line, on a curve to the right being tangent to the last described course with a radius of 1,270.00 feet, a central angle of 31°03'25" and an arc distance of 688.40 feet; thence South 85°30'24" East, on said Existing Southerly right-of-way line, 195.10 feet; thence leaving said Existing Southerly right-of-way line, South 07°16'29" East, 161.05 feet; thence South 02°46'08" West, 259.61 feet; thence South 02°31'58" West, 50.00 feet; thence Westerly on a curve to the right having an initial tangent bearing of North 87°41'31" West with a radius of 1,025.00 feet, a central angle of 01°34'36" and an arc distance of 28.21 feet; thence South 02°18'29" West, 120.39 feet to the Point of Beginning. Containing 676,096 square feet or 15.52 acres, more or less.

**NOTE:** The above-described Property has been platted. The recording information identifying such Plat is shown in Recital E of the Supplemental Declaration to which this **Exhibit B** is attached.

**Legal description of Villas Expansion Property After Platting:**

Lots 1 through and including 52, and Tracts A, B, C, D and E, EAGLE CREEK VILLAS - FIRST PLAT, a subdivision in the City of Lee's Summit, Jackson County, Missouri, according to the recorded plat thereof.

**EXHIBIT C**
**TO**
**TWENTY-FIRST SUPPLEMENT TO AMENDED AND RESTATED DECLARATION OF HOMES ASSOCIATION AND COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF EAGLE CREEK**

Lots 1 through and including 51, EAGLE CREEK – FIRST PLAT, a subdivision in the City of Lee's Summit, Jackson County, Missouri, according to the recorded plat thereof.

Lots 52 through and including 97, EAGLE CREEK – SECOND PLAT, a subdivision in the City of Lee's Summit, Jackson County, Missouri, according to the recorded plat thereof.

Lots 98 through and including 120, EAGLE CREEK – THIRD PLAT, a subdivision in the City of Lee's Summit, Jackson County, Missouri, according to the recorded plat thereof.

Lots 121 through and including 169 and Lot 229, EAGLE CREEK – FOURTH PLAT, a subdivision in the City of Lee's Summit, Jackson County, Missouri, according to the recorded plat thereof.

Lots 170 through and including 208, EAGLE CREEK – FIFTH PLAT, a subdivision in the City of Lee's Summit, Jackson County, Missouri, according to the recorded plat thereof.

Lots 209 through and including 228, EAGLE CREEK – SIXTH PLAT, a subdivision in the City of Lee's Summit, Jackson County, Missouri, according to the recorded plat thereof.

Lots 230 through and including 282 and Tract C, EAGLE CREEK – SEVENTH PLAT, a subdivision in the City of Lee's Summit, Jackson County, Missouri, according to the recorded plat thereof.

**Legal Description of Eighth Expansion Property**:

Lots A, B and C, EAGLE CREEK TOWNHOMES – FIRST PLAT, a subdivision in Lee's Summit, Jackson County, Missouri, according to the recorded plat thereof.

**Legal Description of Ninth Expansion Property**:

EAGLE CREEK – EIGHTH PLAT (Lots 283 through 348, inclusive, and Tract D), a subdivision in Lee's Summit, Jackson County, Missouri, according to the recorded plat thereof.

**Legal Description of Tenth Expansion Property**:

EAGLE CREEK – NINTH PLAT (Lots 349 through 400, inclusive), a subdivision in Lee's Summit, Jackson County, Missouri, according to the recorded plat thereof.

**Legal Description of Eleventh Expansion Property:**

Lots 401 through 453, inclusive, and Tract A, EAGLE CREEK – TENTH PLAT, a subdivision in Lee's Summit, Jackson County, Missouri, according to the recorded plat thereof.

**Legal Description of Twelfth Expansion Property:**

Lots D, E, F and G, EAGLE CREEK TOWNHOMES – SECOND PLAT, a subdivision in Lee's Summit, Jackson County, Missouri, according to the recorded plat thereof.

**Legal Description of Thirteenth Expansion Property:**

Lots 454 through 509, inclusive, and Tract J, EAGLE CREEK – ELEVENTH PLAT, a subdivision in Lee's Summit, Jackson County, Missouri, according to the recorded plat thereof.

**Legal Description of Fourteenth Expansion Property:**

Lots H, I and J, EAGLE CREEK TOWNHOMES – THIRD PLAT, a subdivision in Lee's Summit, Jackson County, Missouri, according to the recorded plat thereof.

**Legal Description of Fifteenth Expansion Property:**

Lots 510 through and including 556, EAGLE CREEK – TWELFTH PLAT, a subdivision in Lee's Summit, Jackson County, Missouri, according to the recorded plat thereof.

**Legal Description of Sixteenth Expansion Property:**

Lots 557 through and including 616, and Tracts K, L and M, EAGLE CREEK – THIRTEENTH PLAT, a subdivision in Lee's Summit, Jackson County, Missouri, according to the recorded plat thereof.

**Legal Description of Seventeenth Expansion Property:**

Lots 617 through and including 660, EAGLE CREEK – FOURTEENTH PLAT, a subdivision in Lee's Summit, Jackson County, Missouri, according to the recorded plat thereof.

**Legal Description of Eighteenth Expansion Property:**

Lots 661 through and including 707, and Tracts O, P, and Q, EAGLE CREEK – FIFTEENTH PLAT, a subdivision in Lee's Summit, Jackson County, Missouri, according to the recorded plat thereof.

**Legal Description of Nineteenth Expansion Property:**

Lots 708 through and including 747, and Tract R, EAGLE CREEK – SIXTEENTH PLAT, a subdivision in Lee's Summit, Jackson County, Missouri, according to the recorded plat thereof.

**CERTIFICATE OF SECRETARY**
**OF**
**THE EAGLE CREEK HOME OWNERS ASSOCIATION**

I, Amy Nelson, hereby certify that I am the duly elected and qualified Secretary/Treasurer of The Eagle Creek Home Owners Association. I hereby also certify that Hunt Midwest Real Estate Development, Inc., the Developer identified in the Amended and Restated Declaration of Homes Association and Covenants, Conditions, Restrictions and Easements of Eagle Creek, dated May 30, 2003 (the "Declaration"), is the sole Class D Member of The Eagle Creek Home Owners Association and the owner of sufficient Lots and Unplatted Land 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