



**HOMES ASSOCIATION
DECLARATIONS**

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HOMES ASSOCIATION DECLARATION
OF
EAGLE CREEK HOME OWNERS ASSOCIATION

THIS HOMES ASSOCIATION DECLARATION OF EAGLE CREEK HOMES ASSOCIATION (the "Homes Association Declaration") is made and executed as of December 18, 1998, by Hunt Midwest Real Estate Development, Inc., a Missouri corporation (the "Developer"), with a notice and mailing address at Suite 100, 8300 N.E. Underground Drive, Kansas City, Missouri 64161.

RECITALS:

A. Developer is the owner of that certain real property having the legal description set forth on **Exhibit A** attached hereto (the "Property"), which it intends to develop into a residential subdivision known as "Eagle Creek."

B. The Developer desires to create, establish, maintain and preserve a quality residential neighborhood possessing features of more than ordinary value.

C. The Developer desires to subject the Property to governance by the Association (defined in Section 1.4 hereof) pursuant to the Association's powers and specific rules set forth herein.

D. The Developer desires to subject the Property, now and after it is subdivided into Lots and Common Areas, to the covenants, conditions and restrictions set forth herein.

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, having the legal description set forth on **Exhibit A** attached hereto, to the following covenants, conditions and restrictions, including charges and Assessments as herein set forth. Such covenants, conditions and restrictions are hereby granted and imposed for the purpose of protecting the value and desirability of the entire Property in the aggregate and shall run with the land, 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.

ARTICLE 1.

DEFINITIONS

When used in this Homes Association Declaration or in any Supplemental Declaration the following words shall have the meanings set forth below. Any capitalized term used herein or in any Supplemental Declaration which is not defined herein or in a Supplemental Declaration shall have the meaning ascribed to it in the Declaration.

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

1.2 "Articles" means the Articles of Incorporation of the Association, as amended from time-to-time.

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

1.4 "Association" means Eagle Creek Homes Association, a Missouri not for profit corporation, and its successors and assigns.

1.5 "Association Documents" mean this Homes Association Declaration, the Declaration, the Articles, the Bylaws, all Supplemental Declarations, all amendments to any of the foregoing and all procedures, rules, regulations, and policies adopted by the Association pursuant to such documents.

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

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

1.8 "City" means the city of Lee's Summit, Missouri.

1.9 "Common Area" means all (a) Private Streets; (b) parks not dedicated to and accepted by the City; (c) recreational areas (including club house, swimming pools and related facilities); (d) open or green space areas; (e) storm sewer drainage or retention facilities and improvements and easements therefor; (f) utility easements; (g) similar places which are 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 for the Association's use; and (h) property of a similar character owned by the Association or brought within the jurisdiction of this Homes Association Declaration.

1.10 "Common Expenses" mean all expenses, including, without limitation, wages, utility charges, legal, accounting and other fees, taxes, insurance (including that required by Section 5.3 hereof), interest, supplies and parts, incurred by the Association (a) to administer, service, conserve, manage, maintain, repair, renovate, replace and operate the Common Area and all improvements thereon, including, without limitation, landscaping and care of grounds, operating the swimming pool, the clubhouse, if any, and other facilities available for the general benefit of the Owners; (b) to manage and conduct the affairs of the Association; (c) to repay funds borrowed by the Association; (d) to pay any deficit remaining from a previous assessment period; (e) to create a reasonable contingency or other reserve or surplus fund for routine maintenance, repairs or replacement of improvements within the Common Area as needed from time to time; (f) which are expressly declared to be common expenses by this Homes Association Declaration, any Supplemental Declaration or the Bylaws; and (g) which the Board of Directors lawfully determine to be common expenses of the Association.

1.11 "Declaration" means the Declaration of Covenants, Conditions, Restrictions and Easements of Eagle Creek, dated the same date hereof, as amended or supplemented from time to time.

1.12 "Default Assessment" has the meaning set forth in Section 6.4 hereof.

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

1.14 "Expansion Property" has the meaning set forth in Section 8.1 hereof.

1.15 "Homes Association Declaration" means this Homes Association Declaration of the Association, as amended or supplemented from time to time.

1.16 "Lot" means a plot, parcel or tract of land subject to this Homes Association Declaration and designated as a "Lot" on any recorded plat subdividing all, or any part of, the Property, together with all appurtenances and improvements on such Lot, now or in the future existing, including a Residence.

1.17 "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.

1.18 "Member" means a member of the Association as defined in Section 3.1 hereof.

1.19 "Mortgage" shall mean any mortgage, deed of trust, or other document encumbering, pledging or conveying in trust any Lot or interest therein as security for payment of a debt or obligation.

1.20 "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.

1.21 "Owner" means the owner of record, whether one or more persons or entities, of fee simple title to any Lot, including the Developer. 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 under a deed of trust, unless and until such person has acquired fee simple title to the Lot pursuant to foreclosure or other proceedings.

1.22 "Private Street" means any Street which has not been dedicated and conveyed to, and accepted by, the City.

1.23 "Residence" means a single-family dwelling constructed on any Lot. For purposes hereof, "single-family" shall have the same meaning as in the ordinances of the City.

1.24 "Special Assessment" has the meaning set forth in Section 6.3 hereof.

1.25 "Street" means any roadway, street, court, circle, terrace, lane, drive, boulevard, alley or other right-of-way designed for vehicular traffic which is shown on any recorded plat subdividing all, or any part of, the Property.

1.26 "Subdivision" means, collectively, the Lots, the Common Area and all other parts of the Property, including any Expansion Property.

1.27 "Successor Developer" means any person or entity to whom 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 Register of Deeds of Jackson County, Missouri, at Kansas City, designating such person or entity as a Successor Developer.

1.28 "Supplemental Declaration" means an instrument which amends or modifies this Homes Association Declaration, as more fully provided for herein.

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

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ARTICLE 2.

PERSONS AND PROPERTY BOUND BY HOMES ASSOCIATION DECLARATION

The benefits and burdens of this Homes Association Declaration shall run with the land and shall inure to the benefit of and bind the Developer and all persons or entities who hereafter acquire any interest in the Lots or other property within the Subdivision or who hereafter acquire any interest in the Unplatted Land. The Developer and all persons who take any interest in a Lot or other property within the Subdivision or in the Unplatted Land 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 Homes Association 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 or the Mortgagee of a lot if an Owner so designates, shall be a Member of the Association. If a Lot is owned by more than one Owner, all Owners of the lot, collectively, shall be deemed the Member of the Association for such Lot. The Association shall be the sole judge of the qualifications of its Members and of their right to participate in its meetings and proceedings.

3.2 Classes of Members. Members shall be either Class A Members or Class B Members. Class A Members shall be all Owners except Owners who are Class B Members. The Developer and all Successor Developers shall be Class B Members during the time they own any Lot or Unplatted Land held for the purpose of development and sale, except as provided below. All Class B Memberships shall terminate and automatically be converted to Class A Memberships upon the earliest of the following events to occur:

- (a) December 31, 2023;
- (b) the date on which the Developer and all Successor Developers, if any, voluntarily relinquish their Class B Membership as evidenced by written notices recorded in the Office of the Recorder of Deeds for Jackson County, Missouri, at Kansas City; or
- (c) the date on which the Developer or any Successor Developer no longer owns any Lot or Unplatted Land.

Upon termination of their Class B Membership, the Developer and all Successor Developers which then own any Lot or Unplatted Land shall, for all purposes, automatically become a Class A Member for each Lot and each one-quarter of an acre of Unplatted Land they then own.

3.3 Meetings. Annual and special meetings of the 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, all Members shall be entitled to vote, as a single class, on all Association matters requiring a vote under this Homes Association Declaration. On all matters to be voted upon by the Members, (a) Class A Members shall have one (1) vote for each Lot and one (1) vote for each one-quarter of an acre (or fraction thereof) of Unplatted Land they own and (b) Class B Members shall have twenty (20) votes for each Lot and twenty (20) votes for each one-quarter of an acre (or fraction thereof) of Unplatted Land they own. If more than one Member exists for any Lot, the vote for such Lot shall be exercised as the Members determine among themselves, which determination is communicated, in writing, to the Secretary of the Association prior to commencement of the meeting in which such vote shall be exercised. Fractional votes shall not be permitted. Unless specifically provided herein to the contrary, all matters requiring a vote of the Members under this Homes Association Declaration which is to be held (a) at a time there are any Class B Members, shall be approved by the affirmative vote of a majority of all votes entitled to vote and (b) at any other time, shall be approved by the affirmative vote of a majority of all votes present at a regular or special meeting duly called where a quorum is present. A Member may appoint any person as the Member's proxy by written instrument delivered to the Secretary of the Association at least one (1) business day before the date of the vote for which the proxy is being exercised. A proxy shall be valid for all meetings commencing after delivery of the proxy to the Secretary and thereafter until it expires or is revoked, at any time, by the Member in a writing delivered to the Secretary. A proxy shall be valid for no more than eleven (11) months from the date of its execution unless otherwise provided in the proxy; provided, however, under no circumstance, shall a proxy be valid for more than three (3) years from its original date. Except as specifically provided in the Articles, these Bylaws or applicable law to the contrary, the presence at the meeting, in person or by proxy, of Members holding the power to vote more than fifty percent (50%) of the total votes entitled to be cast shall constitute a quorum for any action appropriately brought before the meeting.

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 current copies of the Association Documents and the books, records and financial statements of the Association for inspection by Owners and Mortgagees upon their request, if such request is made during normal business hours or under other reasonable circumstances. The Association may charge a reasonable fee for copying such materials.

3.7 Association as Successor Developer. Upon termination of the Class B Membership, the Association shall succeed to all of the duties and responsibilities of Developer, if any, under this Homes Association Declaration. The Association shall not, however, succeed to any easements or rights of Developer or others reserved in the Association Documents or pertaining to any other real property adjacent to the Subdivision which is owned by 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.

ARTICLE 4.

POWER AND AUTHORITY

4.1 Power and Authority of The Association. Subject to the limitations and hearing procedures, if any, required by applicable laws or regulations, the Articles, the Bylaws or this Homes Association Declaration, the

Association has the power and authority to take or refrain from taking all actions, it deems reasonably necessary to protect the rights and to fulfill the obligations of the Association under the terms of this Homes Association Declaration. Such power and authority includes, without limitation, the following, which the Association may exercise or decline to exercise in its discretion:

(a) Enforce, either in the name of the Association or the name of any Owner within the Subdivision or any owner of the Unplatted Land, the covenants, conditions, restrictions and easements imposed upon the Lots, the Common Area or other portions of the Subdivision or the Unplatted Land 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;

(b) Impose any or all of the following sanctions upon Members for failure to comply with the provisions hereof, the Declaration or the rules and regulations adopted by the Board: (i) an order requiring the Member to comply with, or discontinuing any breach of, the terms hereof, the Declaration or the rules and regulations adopted by the Board, (ii) monetary fines of no more than \$500.00 which shall be deemed a Default Assessment under the Homes Association Declaration against all Lots owned by the Member, (iii) suspension of all voting rights of the Member for a period not to exceed one (1) year and (iv) suspension of the privilege to use any Common Area for a period not to exceed one (1) year;

(c) Levy and collect the Assessments which are provided for in this Homes Association Declaration and charge reasonable admission fees, service charges and other amounts for the use of the Common Area;

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

(e) Maintain, repair and replace all pedestrian ways, gateways, entrances, fountains, gardens, swimming or other pools, water run-off detention areas, ponds or basins, lights, water sprinkling systems, common landscaped areas, rights-of-way, platted landscape easements, fences, ornamental features, Subdivision identification signs and monuments and other improvements to the Common Area;

(f) Provide and maintain lights for the illumination of 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 Streets and for the protection of children and other persons, after such signs are approved by appropriate public authorities;

(h) Exercise control over easements (including those for water drainage control) it acquires from time to time or exist pursuant to any recorded plat;

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

(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 provide such improvements for the benefit of the Members of the Association in accordance with the intent of this Homes Association Declaration;

(k) If an Owner fails to do so, perform exterior maintenance on each Residence located on any Lot, including, without limitation, painting, repairing, replacing and caring for roofs, gutters, down spouts, exterior building surfaces, trees, shrubs, grass, walks and other exterior improvements, and if the need for such maintenance or repair is caused by the wasteful, negligent or intentional act or omission of an Owner, his family, guest, invitee, agent, licensee, or authorized representative, the Association may perform such maintenance and assess and collect the cost thereof as a Default Assessment, due solely from such Owner, payable to the Association;

(l) Acquire, provide, and maintain insurance for the protection of the Association, the Members and the Common Area, including, without limitation, casualty and property, comprehensive public liability, officers and directors, workers compensation and fidelity, in addition to the acquisition of bonds to provide protection 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;

(m) Subject to the voting requirements of Section 9.2 herein for amendment of this Homes Association Declaration, dedicate, sell, subdivide or transfer all or any part of the Common Area, including any Private Street, to any public or private agency, authority, person or entity, but only with the prior written consent of Developer as long as Developer owns any Lot or any Unplatted Land;

(n) Create, grant and convey easements upon, across, over, through and under the Common Area for (i) ingress or egress (ii) installation, replacement, repair or maintenance of utilities or other such facilities or (iii) any other purpose;

(o) Establish and publish rules and regulations to regulate and control the Member's use and enjoyment of the Common Area and other activities which affect the Members' quiet and peaceful use of the Lots;

(p) Employ or provide duly qualified officers for the purpose of providing police or security protection as the Board of Directors deems necessary or desirable to supplement the protection rendered by public authorities;

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

(r) Suspend the voting rights of any Member (whether a Class A Member or a Class B Member) or the rights of any Member to use the Common Area (i) for the period such Member is delinquent in paying any Assessment or, (ii) for a period of up to ninety (90) days for infraction of published rules and regulations, unless such infraction is ongoing, in which case such rights may be suspended during the period of the infraction plus up to ninety (90) days thereafter;

(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, in the Common Area and other areas within the Subdivision set aside for the general use of the Members or on landscaped easements where the maintenance thereof is for the general welfare and benefit of the Members;

(v) Mow, care for, maintain, remove rubbish from and perform any other task reasonably necessary or desirable to keep any vacant or unimproved property in the Subdivision neat in appearance and in good order and assess and collect from the owner of such property the cost thereof as a Default Assessment, payable to the Association;

(w) Provide for plowing and removal of snow from sidewalks and Streets; and

(x) Exercise all rights, power and authority granted to the Association by the Declaration.

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

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

(a) The Developer shall be an additional insured on all such policies as long as it owns any Lot or Unplatted Land;

(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;

(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 an insured under the policy shall not be prejudiced with respect to an action against another insured.

ARTICLE 5.

COMMON AREA

5.1 Property Rights in the Common Area. Subject to the other provisions hereof, including the right of the Association to discipline Members, every Member shall have a 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 and operate 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 third parties to render any services with respect to the Common Area.

5.3 Insurance. The Association shall 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

6.1 Obligation; Purpose. The Association may assess Annual Assessments, Special Assessments and Default Assessments against all Lots. No assessments shall be made against Unplatted Land. For purposes hereof, (a) "Annual Assessments" are Assessments imposed by the Board of Directors which are necessary to meet the Common Expenses; (b) "Special Assessments" are Assessments for capital improvements to the Common Area and other purposes as stated in Section 6.3 hereof; and (c) "Default Assessments" are Assessments assessed against a Lot as the result of the Member's failure to perform an obligation under the Association Documents or because the Association has incurred an expense on behalf of the Member under the Association Documents. The Assessments shall be used for the benefit of the Members as set forth herein. All Owners, including Developer, shall be liable for all Assessments properly levied against Lots owned by such person.

6.2 Annual Assessments. Subject to the limitations set forth herein and in the Articles and Bylaws, if any, the Board of Directors, in its sole discretion, shall establish Annual Assessments based upon the estimated Common Expenses for the subsequent fiscal year of the Association. Until modified as provided herein, the Annual Assessments shall be \$250 per Lot for all Lots owned by persons who are not Class B Members and \$50 per Lot for unimproved Lots owned by Class B Members. The first Annual Assessment shall be for the year commencing on January 1, 1999. The Annual Assessments shall be made by the Board of Directors on or before January 1 of each year and shall be due and payable on January 31 of each year. If the Board of Directors fails to timely make any Annual Assessment for any fiscal year, the amount of such Annual Assessment for the year shall automatically be the same as the Annual Assessment for the immediately prior year. The Annual Assessments made by the Board of Directors may not exceed (a) one hundred and twenty percent (120%) of the Annual Assessment for the immediately preceding year without the approval of a majority of the Members present at a meeting duly called or (b) one hundred fifty percent (150%) of the Annual Assessment for the immediately preceding year without the approval of sixty-six and 2/3 percent (66 2/3%) of the Members present at a meeting duly called. If an unimproved Lot is sold by a Class B Member to a person who is, or by such sale becomes, a Class A Member, the purchaser shall, at the closing, pay the Association the Annual Assessment for the Lot, as classified in the hands of the purchaser, prorated for the number of days remaining in the year during which the purchaser bought the Lot, less the prorated amount of the Annual Assessment of the unimproved Lot in the hands of the Class B Member. The purchaser shall pay the Class B Member the prorated amount of the Annual Assessment of the unimproved Lot in the hands of the Class B Member.

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.

6.3 Special 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 Assessments, payable over any period determined by the Board of Directors, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair, renovation or replacement of improvements in the Common Area or for any other expenses incurred by the Association in fulfilling its obligations under this Homes Association Declaration or the other Association Documents or otherwise imposed upon the Association. In imposing any Special Assessment, the Board of Directors shall specifically refer to this Section 6.3. The Board of Directors shall promptly give the Members 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 Section 6.3 shall not be construed as an independent source of authority for the Association to incur expense, but shall be construed to prescribe the manner of assessing expenses authorized by other provisions of this Homes Association Declaration.

6.4 Default Assessments. The Board of Directors may assess Default Assessments against a Member at any time. Notice of the amount and due date of each Default Assessment shall be sent to the Member subject to such Assessment at least ten (10) days prior to the due date. Each Default Assessment shall become a lien against such Member's Lot or Lots when due and may be foreclosed or otherwise collected as provided in this Homes Association Declaration.

6.5 Effect of Nonpayment; Assessment Lien. Any Annual, Special or Default Assessment that is not paid within thirty (30) days after its due date shall be delinquent. Upon an Assessment becoming delinquent, the Board of Directors, in its sole discretion, may take any or all of the following actions:

- (a) Assess a late charge for each delinquency in an amount established by the Board of Directors not to exceed five percent (5%) of the delinquent Assessment;
- (b) Assess an interest charge from the date of delinquency of one and one-half percent (1 1/2%) per month (18% APR) for each month, or portion thereof until the delinquent assessment is paid in full, or such other rate as the Board of Directors may establish, as long as no rate so established, and all other charges determined to be interest, is usurious under Missouri law;
- (c) Suspend the voting rights of the Member during any period of delinquency;
- (d) Accelerate all remaining Assessment installments so that unpaid Assessments shall be immediately due and payable;
- (e) Bring an action at law against any Member personally obligated to pay the delinquent Assessments;
- (f) File a statement of lien with respect to the Lot; and
- (g) Proceed with foreclosure of liens for the delinquent Assessments.

Each Assessment shall constitute a lien on the Lot, including the Residence and all other improvements, and shall attach on the date the Assessment becomes delinquent. The Association may evidence the lien by filing a certificate of lien with the Office of the Recorder of Deeds of Jackson County, Missouri. The certificate of lien, which shall be signed and acknowledged by the President, any Vice President or the Secretary of the Association, shall set forth (i) the name and address of the Association, (ii) the amount of the delinquent Assessment, (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. At least ten (10) days prior to filing any such certificate of record, the Association shall mail a copy of the

certificate 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 Member hereby consents to such foreclosure mechanism. In the event of any such foreclosure, the Member shall be liable for the amount of all unpaid Assessments, all penalties and interest thereon, the cost and expenses of such foreclosure proceedings, the cost and expenses for filing the notice of the claim and lien and, if allowed by law, all reasonable attorneys' fees incurred in connection with the enforcement of the lien, including foreclosure. 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 Assessments 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 Assessment 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.

6.6 Personal Obligation. The amount of any Assessment chargeable against any Lot shall be a personal, individual and joint and several debt of all Owners of the Lot at the time the Assessment became due. No Owner may exempt himself from liability for the Assessment by abandonment of his Lot or by waiver of the use or enjoyment of all, or any part of, the Common Area. All successors to the fee simple title of a Lot shall be jointly and severally liable for all unpaid assessments, interest, late charges, costs, expenses, and attorneys' fees against such Lot with the Owner who owned the Lot at the time the unpaid Assessment 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 expire upon termination of such successor's fee simple interest in the Lot. The successor may rely on the statement of status of Assessments by, or on behalf of, the Association under Section 6.9 below.

The Association may bring suit against the Owner or any successor to recover unpaid Assessments, any penalties and interest thereon, the cost and expenses of such proceedings and, if allowed by law, all reasonable attorneys' fees in connection therewith, without foreclosing or waiving the Assessment lien provided for in Section 6.5 hereof.

6.7 Priority of Lien. The Assessment liens provided for in Section 6.5 hereof shall be subordinate to (a) liens for real estate taxes and special governmental assessments and (b) Mortgages recorded prior to the due date for such Assessment. The Assessment liens shall be superior to and prior to any homestead exemption provided now or in the future under the laws of the State of Missouri, said homestead exemption being waived by all present and future Owners 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 Assessment liens. The amount of any extinguished Assessment lien may, at the direction of the Board of Directors, be reallocated and assessed to all Lots as a Common Expense.

6.8 Notice to Mortgagee. Upon written notice by a Mortgagee to the Association that it holds a lien on a Lot, accompanied by a written request for notice of unpaid Assessments, the Association shall report to the Mortgagee all Assessments on such Lot remaining unpaid for longer than sixty (60) days after the due date. Any Mortgagee holding a lien on a Lot may pay any unpaid Assessment, 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 Assessment lien.

6.9 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 Assessments, 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 Assessments became due and owing shall

remain liable for all unpaid Assessments. 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 Assessment 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.

6.10 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, the location of the place of any payment and other locations where Association business may be conducted.

ARTICLE 7.

INSURANCE LOSS; CONDEMNATION

7.1 Association as Attorney-in-Fact. Each Member hereby irrevocably appoints the Association as the Member's true and lawful attorney-in-fact for the purposes of dealing with any damage or other loss in connection with the Common Area, whether it is covered by insurance written in the name of the Association or if such damage or loss results from a complete or partial taking of the Common Area in condemnation. Acceptance by a grantee of a deed or other instrument of conveyance from the Developer or any other Member 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 Member which may be necessary to exercise the powers granted hereby to the Association as attorney-in-fact.

7.2 Insured Loss. Except as provided herein to the contrary, the Association shall use the proceeds of all insurance to repair or replace any part of the Common Area which is damaged by an insured occurrence and has a fair market value of more than \$5,000.00. If the insurance proceeds are insufficient to pay the full cost of such repair or replacement, the Association may, pursuant to Section 6.3, levy, assess, and collect in advance from the Members, without the necessity of a special vote of the Members, a Special Assessment sufficient to provide funds to pay the additional cost of repair or replacement. Notwithstanding the foregoing, if the aggregate of any Special Assessment for expenses relating to such repair or replacement exceeds \$10,000.00, then the Special Assessment may be made only upon approval of a majority of the votes possible to be cast under this Homes Association Declaration and the additional approval of the Developer if it is then a Class B Member. Further levies may be made in like manner if the amounts collected prove insufficient to complete such repair or replacement.

7.3 Condemnation. Except as provided herein, if any portion of the Common Area on which improvements have been constructed is taken by any condemnation or similar proceeding, the Association shall restore or replace such improvements on the remaining land included in the Common Area. If the condemnation award is insufficient to pay the costs of restoring or replacing the taken improvement, the Association may, pursuant to Section 6.3, levy, assess, and collect in advance from the Owners, without the necessity of a special vote of the Owners, a Special Assessment sufficient to provide funds to pay the additional cost of restoration or replacement. Notwithstanding the foregoing, if the aggregate of any Special Assessment for expenses relating to such restoration or replacement exceeds \$10,000.00, then the Special Assessment may be made only upon approval of a majority of the votes possible to be cast under this Homes Association Declaration and additional approval of the Developer if it is then a Class B Member. Further levies may be made in like manner if the amounts collected prove insufficient to complete such restoration or replacement.

7.4 Decision Not to Rebuild or Replace. If Members representing at least sixty-six and two-thirds percent (66 2/3%) of the votes possible to be cast under this Homes Association Declaration agree by vote at a meeting or in writing not to repair or replace any part of the Common Area damaged by an insured occurrence and do not authorize alternative improvements to such part of the Common Area, the damaged property shall be restored to its

natural state and maintained as an undeveloped portion of the Common Area by the Association in a neat and attractive condition. Owners representing at least sixty-six and two-thirds percent (66 2/3%) of the votes possible to be cast under this Homes Association Declaration may elect not to restore or replace any or all improvements comprising a part of the Common Area taken by condemnation. In either case, the Board of Directors shall, in its sole discretion, either retain all unused insurance proceeds or condemnation awards (or any awards in excess of the cost of restoring or replacing the taken improvements) in reserve or distribute such proceeds in equal shares per Lot. Notwithstanding the foregoing, 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.

EXPANSION

8.1 Reservation of Right to Expand. By amendment or supplement hereto, the Developer hereby reserves the absolute right to unilaterally expand the Property, from time to time, by adding Lots, Common Area and other property in the Subdivision and other property that has not yet been subdivided ("**Expansion Property**"). The addition of Expansion Property shall be done by the Developer upon filing of one or more Supplemental Declarations of record in the Office of the Recorder of Deeds for Jackson County, Missouri, at Kansas City. Expansion Property may be added in stages by successive supplements or in one supplement expansion.

8.2 Homes Association Declaration Operative to New Lots. The Expansion Property shall be subject to all of the terms and conditions of this Homes Association Declaration, the Declaration and all Supplemental Declarations upon filing the supplemental or amended plat depicting the Expansion Property and any Supplemental Declaration in the Office of the Recorder of Deeds for Jackson County, Missouri, at Kansas City.

8.3 Expansion of Definitions. If the property included in the Subdivision is expanded as provided in this Article 8, all definitions used in this Declaration shall be automatically expanded to include the Expansion Property.

ARTICLE 9.

DURATION; AMENDMENT

9.1 Term. The covenants and restrictions of this Homes Association 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 by a majority vote of the Members.

9.2 Amendment. Except as otherwise provided herein, at all times the Developer is a Class B Member of the Association, this Homes Association Declaration may be amended by Supplemental Declarations signed by (a) Members holding a majority of the votes possible to be cast hereunder by all Members and (b) the Developer. Except as otherwise provided herein, at all other times, this Homes Association Declaration may be amended by Supplemental Declarations signed by Members holding at least sixty-six and two-thirds percent (66 2/3%) of the votes possible to be cast hereunder by all Members. 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 signatures of a sufficient number of Members approving the amendment are on file in the office of the Association. No amendment shall be effective until the Supplemental Declaration setting forth the approved amendment is recorded in the Office of the Recorder of Deeds for Jackson County, Missouri, at Kansas City. Such amendments may amend the terms hereof as it effects all existing Lots in the Subdivision, including terms which impose additional covenants, conditions, restrictions

and easements on all such Lots. Any amendment that effects less than all existing Lots in the Subdivision shall be effective only with respect to those Lots where the Member owning such Lot agrees to such amendment.

9.3 Revocation; Termination. This Homes Association 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 possible to be cast under the Homes Association Declaration and the additional approval of the Developer at any time it is a Class B Member. Such revocation or termination shall be evidenced and effective in the same manner as set forth in Section 9.2 for amendments hereof.

9.4 Amendments Requiring City Consent. Notwithstanding any other provision herein, no modification or amendment of this Homes Association Declaration which conflicts with (a) any Subdivision plat, (b) any agreement 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 10.

GENERAL PROVISIONS

10.1 Enforcement. Failure of the Association or the Board of Directors to enforce any provision contained herein shall not be deemed a waiver of the right to do so at a subsequent time. If the Association successfully enforces any term of this Declaration, it 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 Homes Association Declaration was enforced.

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

10.3 Rule Against Perpetuities. Notwithstanding anything in this Homes Association 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.

10.4 Conflicts Between Documents. If this Homes Association Declaration conflicts, in any way, with the Declaration, the Declaration shall control. If this Homes Association Declaration conflicts, in any way, with the Articles or the Bylaws, this Homes Association Declaration shall control.

10.5 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 Developer. Upon recording of the assignment in the Office of the Recorder of Deeds of Jackson County, Missouri, at Kansas City, Developer's rights and obligations under this Homes Association 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 as set forth in this Section 10.5.

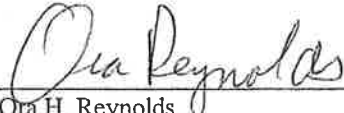
10.6 Release of Liability. None of the Developer, the Association, the Board of Directors or the Review Committee, nor their respective officers, directors, stockholders, members, employees or agents, shall be liable to any person for any discretionary action taken, or not taken, under the terms hereof,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

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

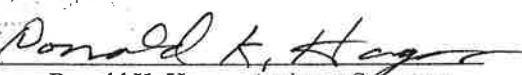
DEVELOPER:

HUNT MIDWEST REAL ESTATE
DEVELOPMENT, INC.

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

{SEAL}


ATTEST

By: 
Donald K. Hagan, Assistant Secretary

ACKNOWLEDGMENT

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

On this 19th day of December, 1998, before me, the undersigned Notary Public, personally appeared Ora H. Reynolds, who, being by me duly sworn, did say that she is the General Manager of Residential Development of Hunt Midwest Real Estate Development, Inc., a Missouri corporation, that she executed the same on behalf of said corporation under and with the authority of its Board of Directors and she acknowledged that she executed the same as the free act and deed of said corporation.


Connie S Thomas
Signature of Notary Public
CONNIE S THOMAS
NOTARY PUBLIC STATE OF MISSOURI
RAY COUNTY
MY COMMISSION EXP. JAN. 22, 2002
Typed or Printed Name of Notary

My commission expires:

Jan. 22, 2002

EXHIBIT A

Legal Description of Property

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

EXHIBIT A

Legal Description of Property

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

000 I58893

**FIRST SUPPLEMENT
TO
HOMES ASSOCIATION DECLARATION
OF
THE EAGLE CREEK HOME OWNERS ASSOCIATION**

THIS FIRST SUPPLEMENT TO HOMES ASSOCIATION DECLARATION OF THE EAGLE CREEK HOME OWNERS ASSOCIATION (this "Supplemental Declaration") is made and executed as of August 16, 2000, by HUNT MIDWEST REAL ESTATE DEVELOPMENT, INC., a Missouri corporation (the "Developer"), with a notice mailing address at Suite 100, 8300 N.E. Underground Drive, Kansas City, Missouri 64161.

RECITALS

A. On August 20, 1998, the Developer executed that certain subdivision plat entitled "EAGLE CREEK - FIRST PLAT" (the "First Plat"), covering the real property formerly legally described as shown therein (and on Exhibit A attached to the Homes Association Declaration identified below), and platting the same into the Lots, Tracts, Common Areas, the streets, roadways and other areas shown and marked thereon (collectively, the "Property" or the "Eagle Creek Property" as identified therein and in the Homes Association Declaration identified below), which First Plat was approved on June 9, 1998, by the City Council of the City of Lee's Summit, Missouri (the "City"), and was recorded on December 29, 1998, under Document No. 1998I 0104091, in the Office of the Director of Records for Jackson County, Missouri, at Independence;

B. The Developer executed that certain Homes Association Declaration of The Eagle Creek Home Owners Association (the "Association"), dated December 18, 1998, which was recorded on December 29, 1998, as Document No. 1998I 0104093, in said Director of Records' Office (the "Homes Association Declaration"), pursuant to which the Developer subjected the Property to the covenants, conditions, restrictions and other matters set forth therein;

C. Under ARTICLE 8 of the Homes Association Declaration, the Developer reserved the right to expand the Property to include additional Lots, Common Areas and other property as set forth therein and in ARTICLE 6 of that certain Declaration of Covenants, Conditions, Restrictions and Easements of Eagle Creek (the "Declaration"), dated December 18, 1998, recorded on December 29, 1998, under Document No. 1998I 0104092, in said Director of Records' Office;

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

E. On AUGUST 15, 2000, Developer executed that certain subdivision plat entitled "EAGLE CREEK - SECOND PLAT" (the "Eagle Creek 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, and any Tracts, Common Areas, streets, roadways and other areas shown and marked thereon and as identified on **Exhibit C** attached to this Supplemental Declaration, (the "First Expansion Property") which Eagle Creek Second Plat was approved on AUG 18, 2000 the City Council of the City, and was recorded on SEPT, 2000, under Document No. *, in said Director of Records' Office;

* 2000 I005889 ✓

F. On August 15, 2000, Developer executed that certain subdivision plat entitled "EAGLE CREEK - THIRD PLAT" (the "Eagle Creek 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, and any Tracts, Common Areas, streets, roadways and other areas shown and marked thereon and as identified on **Exhibit C** attached to this Supplemental Declaration, (the "Second Expansion Property"), which Eagle Creek Third Plat was approved on AUG 18, 2000 the City Council of the City, and was recorded on SEPT, 2000, under Document No. * 200010058891, in said Director of Records' Office;

G. The Developer presently owns all of the Lots, Tracts, any Common Areas or other property shown on the Eagle Creek Second Plat and the Eagle Creek Third Plat;

H. The Developer desires to exercise its right to expand the Eagle Creek Property to include the additional Lots, any Common Areas and other property which constitute the First Expansion Property and the Second Expansion Property and to subject the First and Second Expansion Properties to the covenants, conditions and provisions contained in the Homes Association Declaration, as supplemented and amended hereby;

I. Under Section 9.2 of the Homes Association Declaration, Owners (including the Developer) holding a majority of the votes possible to be cast under the Homes Association Declaration and the Developer may amend any provision of the Homes Association Declaration by supplemental declaration; and

J. The Developer presently owns Lots entitling it to cast a majority of the votes possible to be cast thereunder and it desires to amend the Homes Association Declaration as set forth herein.

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

1. **Exercise of Expansion Right.** The Developer hereby exercises its unilateral right to expand the Property to include the additional Lots, any Common Areas or other property which constitute the First Expansion Property and the Second Expansion Property.

2. **Expansion Effective Upon Recording.** The expansion set forth above shall be effective immediately upon filing of the Eagle Creek Second Plat, the Eagle Creek 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 Eagle Creek Second Plat, the Eagle Creek Third Plat and this Supplemental Declaration shall automatically grant, transfer and convey to the Association any new Common Area added by the First Expansion Property and the Second Expansion Property.

3. **Expansion of Definitions.** The definitions contained in the Homes Association Declaration are hereby expanded to encompass and refer to the Property as expanded by the First Expansion Property and the Second Expansion Property. For example, (i) "Common Area" means all tracts, Streets (except those previously, or by the Eagle Creek Second or Third Plats, dedicated to and accepted by the City), parks (except those previously, or by the Eagle Creek Second or Third Plats, dedicated to and accepted by the City), swimming pools and related facilities, recreational areas, open or green space areas, storm sewer drainage facilities and improvements and similar places, the use of which is dedicated to, or set aside for, the general, non-exclusive use of all Owners within the District, or which may, with appropriate consent, be used by all of the Owners within the District or reserved to the Association's use pursuant to easements all as listed, shown or identified in the Declaration or in the Eagle Creek First, Second or Third Plats, and (ii) "Lot" means all Lots described in the Declaration or in the Eagle Creek First, Second or Third Plats, and (iii) all references to the "Homes Association Declaration" shall mean the Homes Association Declaration as supplemented and amended by this Supplemental Declaration.

4. **Homes Association Declaration Operative on New Lots and Common Area and Other Areas, if Any.** The new Lots, any Common Areas or other property which constitute the First Expansion Property and the Second Expansion Property shall be subject to all terms and conditions of the Homes Association Declaration immediately upon recording of the Eagle Creek Second Plat, the Eagle Creek Third Plat and this Supplemental Declaration in the Office of the Director of Records' for Jackson County, Missouri, at Independence.

5. **Ratification of the Homes Association Declaration.** The Developer, on behalf of itself and as the holder of a majority of the votes possible to be cast under the Homes Association Declaration, hereby ratifies, affirms and confirms all covenants, conditions, restrictions and easements contained in the Homes Association Declaration, which covenants, conditions and provisions shall run with the land and be binding upon the Owners, including the Developer, and their 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 Eagle Creek Property or the First or Second Expansion Properties or any Lot included as a part of the foregoing.

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.

{Corporate Seal}

By:

Ora H Reynolds

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

ATTEST:

By:

Donald K. Hagan
Donald K. Hagan, Secretary

STATE OF MISSOURI)
) SS.
COUNTY OF CLAY)

On this 16th day of August, 2000, before me, the undersigned Notary Public, appeared Ora H. Reynolds, who, being by me 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 First Supplement to Homes Association Declaration on behalf of said corporation under and with full authority and she acknowledged that she executed the same as the free act and deed of said corporation.

{Notary Seal}

Connie S Thomas

Signature of Notary Public

CONNIE S THOMAS
NOTARY PUBLIC STATE OF MISSOURI
RAY COUNTY
MY COMMISSION EXP. JAN. 22, 2002

Typed or Printed Name of Notary

My Commission expires:

1-22-02

Exhibit A

Previous Supplements to Declaration

DATE EXECUTED/ DATE RECORDED	RECORDING INFORMATION	SUPPLEMENT #	INFORMATION
12-18-98 / 12-29-98	Doc #1998I 0104093	Original	Full Homes Assoc. Document - includes Eagle Creek - First Plat

Exhibit B

Legal Description of First and Second Expansion Properties Prior to Platting

First Expansion Property

A subdivision of land in the Northeast Quarter of Section 23, Township 47, Range 32, Lee's Summit, Jackson County, Missouri, being bounded and described as follows: Commencing at the Southwest corner of said Northeast Quarter; thence South 87°45'23" East along the South line of said Northeast Quarter, 172.65 feet to the True Point of Beginning of the tract to be herein described; thence North 17°59'00" East, 467.94 feet; thence South 70°08'41" East, 10.51 feet; thence Easterly on a curve to the left, tangent to the last described course, having a radius of 805.00 feet, a central angle of 26°25'19", an arc distance of 371.23 feet; thence Northerly 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 100°00'20", an arc distance of 43.64 feet; thence North 85°03'26" East, 50.88 feet; thence Southerly on a curve to the left, having an initial tangent bearing of South 14°45'49" East, a radius of 25.00 feet, a central angle of 89°11'08", an arc distance of 38.91 feet; thence Northeasterly on a curve to the left, having a common tangent with the last described course, a radius of 805.00 feet, a central angle 14°53'44", an arc distance of 209.28 feet; thence Northeasterly on a curve to the right, having a common tangent with the last described course, a radius of 1025.00 feet, a central angle of 02°10'41", an arc distance of 38.97 feet; thence Northerly 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 90°48'50", an arc distance of 39.63 feet; thence North 69°35'22" East, 50.38 feet; thence Southerly on a curve to the left, having an initial tangent bearing of South 27°28'50" East, a radius of 25.00 feet, a central angle of 83°43'01", an arc distance of 36.53 feet; thence Northeasterly on a curve to the right, having a common tangent with the last described course, a radius of 1025.00 feet, a central angle of 03°50'11", an arc distance of 68.63 feet; thence North 72°38'20" East, 39.10 feet; thence Northeasterly on a curve to the right, tangent to the last described course, having a radius of 875.00 feet, a central angle of 15°24'30", an arc distance of 235.31 feet; thence Easterly on a curve to the right, having a common tangent with the last described course, a radius of 1030.00 feet, a central angle of 09°00'07", an arc distance of 161.83 feet to a point on the Westerly line of EAGLE CREEK - FIRST PLAT, a subdivision of land in Lee's Summit, Jackson County, Missouri; thence South 06°55'45" West along said Westerly line, 70.00 feet; thence Easterly along said Westerly line on a curve to the right, having an initial tangent bearing of South 83°04'15" East, a radius of 960.00 feet, a central angle of 02°42'58", an arc distance of 45.51 feet; thence South 00°05'07" West along said Westerly line, 180.60 feet; thence South 03°26'29" West along said Westerly line, 278.31 feet; thence South 86°33'31" East along said Westerly line, 65.70 feet; thence South 03°26'29" West along said Westerly line, 139.26 feet to the aforementioned South line of said Northeast Quarter; thence North 87°45'23" West along said South line, 1512.90 feet to the True Point of Beginning. Containing 17.17 acres, more or less.

Second Expansion Property

A subdivision of land in the Northeast Quarter of Section 23, Township 47, Range 32, Lee's Summit, Jackson County, Missouri, being bounded and described as follows: Commencing at the Southwest corner of said Northeast Quarter; thence South 87°45'23" East along the South line of said Northeast Quarter, 403.40 feet; thence North 02°14'37" East, 423.54 feet to a point on the Northerly right-of-way line of SW Eagle Creek Drive, as now established, said point being also the True Point of Beginning of the tract to be herein described; thence North 19°24'12" East, 260.53 feet; thence North 40°19'50" East, 130.59 feet; thence North 20°39'08" East, 127.88 feet; thence North 69°20'52" West, 31.61 feet; thence North 20°39'08" East, 223.87 feet; thence South 52°23'19" East, 185.44 feet; thence Northeasterly on a curve to the right, having an initial tangent bearing of North 37°36'41" East, a radius of 450.00 feet, an arc distance of 13.78 feet; thence South 50°38'02" East, 218.10 feet; thence South 45°39'09" East, 81.05 feet; thence South 59°01'14" East, 141.18 feet; thence South 17°25'01" East, 145.50 feet to a point on the aforementioned Northerly line of said SW Eagle Creek Drive; thence Southwesterly along said Northerly line, on a curve to the left, having an initial tangent bearing of South 73°49'09" West, a radius of 875.00 feet, an arc distance of 18.02 feet; thence South 72°38'20" West along said Northerly line, 39.10 feet; thence Southwesterly along said Northerly line, on a curve to the left, tangent to the last described course, having a radius of 1025.00 feet, an arc distance of 68.63 feet; thence Northerly along said Northerly line, on a curve to the right, having a common tangent with the last described course, a radius of 25.00 feet, an arc distance of 36.53 feet; thence

South 69°35'22" West along said Northerly line, 50.38 feet; thence Southerly along said Northerly line on a curve to the right, having an initial tangent bearing of South 27°28'50" East, a radius of 25.00 feet, an arc distance of 39.63 feet; thence Southwesterly along said Northerly line, on a curve to the left, having a common tangent with the last described course, a radius of 1025.00 feet, an arc distance of 38.97 feet; thence Southwesterly along said Northerly line, on a curve to the right, having a common tangent with the last described course, a radius of 805.00 feet, an arc distance of 209.28 feet; thence Northerly along said Northerly line, on a curve to the right, having a common tangent with the last described course, a radius of 25.00 feet, an arc distance of 38.91 feet; thence South 85°03'26" West along said Northerly line, 50.88 feet; thence Southerly along said Northerly line, on a curve to the right, having an initial tangent bearing of South 16°34'20" East, a radius of 25.00 feet, an arc distance of 43.64 feet; thence Westerly along said Northerly line, on a curve to the right, having a common tangent with the last described course, a radius of 805.00 feet, an arc distance of 274.43 feet to the True Point of Beginning. Containing 7.11 acres, more or less.

Note: The above-described First and Second Expansion Properties have been platted. The recording information identifying the Eagle Creek Second and Third Plats is shown in the Recital paragraphs of the Supplemental Declaration to which this **Exhibit A** is attached.

Exhibit C

Description of Lots Contained in Eagle Creek Second and Third Plats

Second Plat

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

Third Plat

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

**CERTIFICATE
OF
SECRETARY
OF
THE EAGLE CREEK FARMS HOME OWNERS 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 Declaration of Covenants, Conditions, Restrictions and Easements of Eagle Creek, dated December 18, 1998 (the "Declaration"), is the Owner and holder of all of the Class B stock of The Eagle Creek Home Owners Association and of sufficient Lots in the District to give Hunt Midwest Real Estate Development, Inc., a majority of the votes possible to be cast under the Declaration.

Dated this 16 day of August, 2000.


Tamara S. Henderson



1N.0000270

2001I 0082130

**SECOND SUPPLEMENT
TO
HOMES ASSOCIATION DECLARATION
OF
EAGLE CREEK HOME OWNERS ASSOCIATION**

THIS SECOND SUPPLEMENT TO HOMES ASSOCIATION DECLARATION OF EAGLE CREEK HOME OWNERS ASSOCIATION (this "Supplemental Declaration") is made and executed as of August 21, 2001, by HUNT MIDWEST REAL ESTATE DEVELOPMENT, INC., a Missouri corporation (the "Developer").

RECITALS

A. On August 20, 1998, the Developer executed that certain subdivision plat entitled "EAGLE CREEK - ~~FIRST~~ PLAT" (the "First Plat"), covering the real property formerly legally described as shown therein (and on Exhibit A attached to the Homes Association Declaration identified below), and platting the same into the Lots, Tracts, Common Areas, the streets, roadways and other areas shown and marked thereon (collectively, the "Property" or the "Eagle Creek Property" as identified therein and in the Homes Association Declaration identified below), which First Plat was approved on June 9, 1998, by the City Council of the City of Lee's Summit, Missouri (the "City"), and was recorded on December 29, 1998, under Document No. 1998I 0104091, in the Office of the Recorder of Deeds for Jackson County, Missouri, at Independence.

B. The Developer executed that certain Homes Association Declaration of The Eagle Creek Home Owners Association (the "Association"), dated December 18, 1998, which was recorded on December 29, 1998, as Document No. 1998I 0104093, in the Office of the Recorder of Deeds for Jackson County, Missouri, at Independence (the "Homes Association Declaration"), pursuant to which the Developer subjected the Property to the covenants, conditions, restrictions and other matters set forth therein.

C. Under ARTICLE 8 of the Homes Association Declaration, the Developer reserved the right to expand the Property to include additional Lots, Common Areas and other property as set forth therein and in ARTICLE 6 of that certain Declaration of Covenants, Conditions, Restrictions and Easements of Eagle Creek (the "Declaration"), dated December 18, 1998, recorded on December 29, 1998, under Document No. 1998I 0104092, in said Recorder's Office, as such Declaration has been amended and supplemented.

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

E. On Sept. 17, 2001, the Developer executed that certain subdivision plat entitled "EAGLE CREEK - FIFTH PLAT" (the "Eagle Creek Fifth 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, and any Tracts, Common Areas, streets, roadways and other areas shown and marked thereon and as identified on **Exhibit C** attached to this Supplemental Declaration (the "Third Expansion Property"), which Eagle Creek Fifth Plat was approved on June 7, 2001, by the City Council of the City, and was recorded on Oct. 9, 2001, under Document No. 2001I 0082127, in said Recorder's Office.

F. On Aug. 22, 2001, the Developer executed that certain subdivision plat entitled "EAGLE CREEK - SIXTH PLAT" (the "Eagle Creek Sixth 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, and any Tracts, Common Areas, streets, roadways and other areas shown and marked thereon and as identified on **Exhibit C** attached to this Supplemental Declaration (the Fourth Expansion Property), which Eagle Creek Sixth Plat was approved on June 7, 2001, by the City Council of the City, and was recorded on Oct. 9, 2001, under Document No. 2001I 0082129, in said Recorder's Office.

G. The Developer presently owns all of the Lots, Tracts, any Common Areas or other property shown on the Eagle Creek Fifth Plat and the Eagle Creek Sixth Plat.

H. The Developer desires to exercise its right to expand the Eagle Creek Property to include the additional Lots, any Common Areas and other property which constitute the Third Expansion Property and the Fourth Expansion Property and to subject the Third Expansion Property and the Fourth Expansion Property to the covenants, conditions and provisions contained in the Homes Association Declaration, as previously supplemented and amended and as supplemented and amended hereby.

I. Under Section 9.2 of the Homes Association Declaration, Owners (including the Developer) holding a majority of the votes possible to be cast under the Homes Association Declaration and the Developer may amend any provision of the Homes Association Declaration by supplemental declaration.

J. The Developer presently owns Lots entitling it to cast a majority of the votes possible to be cast thereunder and it desires to amend the Homes Association Declaration as set forth herein.

K. For purposes of this Supplemental Declaration, the Property and the Second Expansion Property are collectively referred to herein as the "Eagle Creek Property".

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

1. **Exercise of Expansion Right.** The Developer hereby exercises its unilateral right to expand the Property to include the additional Lots, any Common Areas or other property which constitute the Third Expansion Property and the Fourth Expansion Property.

2. **Expansion Effective Upon Recording.** The expansion set forth above shall be effective immediately upon filing of the Eagle Creek Fifth Plat, the Eagle Creek Sixth Plat and this Supplemental Declaration of record in the Office of the Recorder of Deeds for Jackson County, Missouri, at Independence. Recording of the Eagle Creek Fifth Plat, the Eagle Creek 6th Plat and this Supplemental Declaration shall automatically grant, transfer and convey to the Association any new Common Area added by the Third Expansion Property and the Fourth Expansion Property.

3. **Expansion of Definitions.** The definitions contained in the Homes Association Declaration are hereby expanded to encompass and refer to the Property as previously expanded and as expanded by the Third Expansion Property and the Fourth Expansion Property. For example, (i) "Common Area" means all tracts, Streets (except those previously, or by the Eagle Creek Fifth Plat or the Eagle Creek Sixth Plat, dedicated to and accepted by the City), parks (except those previously, or by the Eagle Creek Fifth Plat or the Eagle Creek Sixth Plat, dedicated to and accepted by the City), swimming pools and related facilities, recreational areas, open or green space areas, storm sewer drainage facilities and improvements and similar places, the use of which is dedicated to, or set aside for, the general, non-exclusive use of all Owners within the District, or which may, with appropriate consent, be used by all of the Owners within the District or reserved to the Association's use pursuant to easements all as listed, shown or identified in the Declaration, as previously amended, or in previous plats or in the Eagle Creek Fifth Plat or the Eagle Creek Sixth Plat, and (ii) "Lot" means all Lots described in the Declaration, as previously amended, or in previous plats or in the Eagle Creek Fifth Plat or the Eagle Creek Sixth Plat, and (iii) all references to the "Homes Association Declaration" shall mean the Homes Association Declaration as previously supplemented and amended and as supplemented and amended by this Supplemental Declaration.

4. **Homes Association Declaration Operative on New Lots and Common Area and Other Areas, if Any.** The new Lots, any Common Areas or other property which constitute the Third Expansion Property and the Fourth Expansion Property shall be subject to all terms and conditions of the Homes Association Declaration immediately upon recording of the Eagle Creek Fifth Plat, the Eagle Creek Sixth Plat and this Supplemental Declaration in the Office of the Recorder of Deeds for Jackson County, Missouri, at Independence.

5. **Ratification of the Homes Association Declaration.** The Developer, on behalf of itself and as the holder of a majority of the votes possible to be cast under the Homes Association Declaration, hereby ratifies,

affirms and confirms all covenants, conditions, restrictions and easements contained in the Homes Association Declaration, which covenants, conditions and provisions shall run with the land and be binding upon the Owners, including the Developer, and their 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 Eagle Creek Property, the Third Expansion Property, the Fourth Expansion Property or any Lot included as a part of the foregoing.

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.

{Corporate Seal}

By:

Ora H. Reynolds

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

ATTEST:

By:

Donald K. Hagan
Donald K. Hagan, Secretary

STATE OF MISSOURI)
) SS.
COUNTY OF CLAY)

On this 21st day of August, 2001, before me, the undersigned Notary Public, appeared Ora H. Reynolds, who, being by me 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 Second Supplement to Homes Association Declaration on behalf of said corporation under and with full authority and she acknowledged that she executed the same as the free act and deed of said corporation.

{Notary Seal}

Connie S Thomas
Signature of Notary Public
CONNIE S THOMAS
NOTARY PUBLIC STATE OF MISSOURI
RAY COUNTY
MY COMMISSION EXP. JAN. 22, 2002
Typed or Printed Name of Notary

My Commission expires:

1-22-02

Exhibit A

Previous Supplements to Declaration

DATE EXECUTED/ DATE RECORDED	RECORDING INFORMATION	SUPPLEMENT #	INFORMATION
12-18-98 / 12-29-98	Doc #1998I 0104093	Original	Full Homes Assoc. Document - includes Eagle Creek - First Plat
08-16-00/ 09-05-00	Doc #2000I 0058893 (1 - 10)	First Supplement	Eagle Creek 2 nd Plat (First Expansion Property) and 3 rd Plat (Second Expansion Property)

Exhibit B

Legal Description of Third Expansion Property and the Fourth Expansion Property Prior to Platting

Third Expansion Property

A subdivision of land in the Northeast Quarter of Section 23, Township 47, Range 32, Lee's Summit, Jackson County, Missouri, being bounded and described as follows: Commencing at the Southeast corner of said Northeast Quarter; thence North 02°46'08" East along the East line of said Northeast Quarter, 973.98 feet to the True Point of Beginning of the tract to be herein described, said point being also a point on the Northerly line of EAGLE CREEK – FIRST PLAT, a subdivision in Lee's Summit, Jackson County, Missouri; thence North 87°13'52" West along said Northerly line, 50.00 feet; thence Southerly along said Northerly line on a curve to the right, having an initial tangent bearing of South 02°46'08" West, a radius of 25.00 feet, a central angle of 85°26'53", an arc distance of 37.28 feet; thence Southwesterly along said Northerly line, on a curve to the left, having a common tangent with the last described course, a radius of 290.00 feet, a central angle of 59°23'11", an arc distance of 300.58 feet; thence North 35°59'56" West along said Northerly line, 172.53 feet; thence North 52°46'05" West along said Northerly line, 63.18 feet; thence North 75°06'10" West along said Northerly line, 123.32 feet; thence South 88°22'04" West along said Northerly line, 134.13 feet; thence North 86°06'57" West along said Northerly line, 248.33 feet; thence South 40°32'01" West along said Northerly line, 146.37 feet; thence South 06°55'45" West along said Northerly line, 198.88 feet to a point on the Northerly right-of-way line of SW Eagle Creek Drive, as now established; thence Westerly along said Northerly line, on a curve to the left, having an initial tangent bearing of North 83°04'15" West, a radius of 1030.00 feet, a central angle of 09°00'07", an arc distance of 161.83 feet; thence Westerly along said Northerly line, on a curve to the left, having an initial tangent bearing of South 88°02'50" West, a radius of 875.00 feet, a central angle of 14°13'43", an arc distance of 217.29 feet to the Southeasterly corner of EAGLE CREEK – THIRD PLAT, a subdivision in Lee's Summit, Jackson County, Missouri; thence North 17°25'01" West, along the Easterly line of said EAGLE CREEK – THIRD PLAT, 145.50 feet; thence North 39°33'03" East, 212.91 feet; thence North 33°17'39" East, 173.45 feet; thence Northwesterly on a curve to the left, having an initial tangent bearing of North 54°48'43" West, a radius of 400.00 feet, a central angle of 03°56'46", an arc distance of 27.55 feet; thence North 31°14'31" East, 170.86 feet; thence North 02°18'29" East, 74.69 feet to a point on the North line of the South One-Half of said Northeast Quarter; thence South 87°41'31" East along said North line, 1228.64 feet to the Northeast corner of the aforementioned South One-Half of said Northeast Quarter; thence South 02°46'08" West along the aforementioned East line of said Northeast Quarter, 349.85 feet to the True Point of Beginning. Containing 13.68 acres, more or less.

Fourth Expansion Property

A subdivision of land in the South One-Half of the Northeast Quarter of Section 23, Township 47, Range 32, Lee's Summit, Jackson County, Missouri, being bounded and described as follows: Commencing at the Northwest corner of the South One-Half of said Northeast Quarter; thence South 87°41'31" East along the North line of said South One-Half, 721.35 feet to the True Point of Beginning of the tract to be herein described; thence continuing South 87°41'31" East along said North line, 704.45 feet; thence South 02°18'29" West, 74.69 feet; thence South 31°14'31" West, 170.86 feet; thence Southeasterly on a curve to the right, having an initial tangent bearing of South 58°45'29" East, a radius of 400.00 feet, a central angle of 03°56'46", an arc distance of 27.55 feet; thence South 33°17'39" West, 173.45 feet; thence South 39°33'03" West, 212.91 feet to a point on the Northerly line of EAGLE CREEK – THIRD PLAT, a subdivision in Lee's Summit, Jackson County, Missouri; thence North 59°01'14" West along said Northerly line, 141.18 feet; thence North 45°39'09" West along said Northerly line, 81.05 feet; thence North 50°38'02" West along said Northerly line, 218.10 feet; thence Southwesterly along said Northerly line, on a curve to the left, having an initial tangent bearing of South 39°21'58" West, a radius of 450.00 feet, a central angle of 01°45'17", an arc distance of 13.78 feet; thence North 52°23'19" West along said Northerly line, 177.31 feet; thence North 23°52'16" East, 227.70 feet to the True Point of Beginning. Containing 6.52 acres, more or less.

Note: The above-described Third Expansion Property and Fourth Expansion Property has been platted. The recording information identifying the Eagle Creek Fifth Plat and the Eagle Creek Sixth Plat is shown in the Recital paragraphs of the Supplemental Declaration to which this **Exhibit B** is attached.

Exhibit C

Description of Lots Contained in Eagle Creek Fifth Plat and Eagle Creek Sixth Plat

Fifth Plat

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

Sixth Plat

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

**CERTIFICATE
OF
SECRETARY
OF
THE EAGLE CREEK FARMS HOME OWNERS 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 Declaration of Covenants, Conditions, Restrictions and Easements of Eagle Creek, dated December 18, 1998 (the "Declaration"), is the Owner and holder of all of the Class B stock of The Eagle Creek Home Owners Association and of sufficient Lots in the District to give Hunt Midwest Real Estate Development, Inc., a majority of the votes possible to be cast under the Declaration.

Dated this 21st day of August, 2001.



Tamara S. Henderson



RECORDER'S CERTIFICATION
JACKSON COUNTY, MISSOURI
09/09/2002 10:19:40 AM

INSTRUMENT TYPE: MISC FEE: \$38.00 7 Pages



INSTRUMENT NUMBER/BOOK & PAGE:

200210077721

MARY HELEN MURPHY, DIRECTOR OF RECORDS

(ABOVE SPACE RESERVED FOR RECORDER OF DEEDS' USE)

Document Title: Third Supplement to Homes Association Declaration of The Eagle Creek Home Owners Association
Document Date: July 8, 2002
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 Exhibits B and C attached
Reference Book and Page: Homes Association Declaration of The Eagle Creek Home Owners Association, Document No. 1998I-0104093

**THIRD SUPPLEMENT
TO
HOMES ASSOCIATION DECLARATION
OF
THE EAGLE CREEK HOME OWNERS ASSOCIATION**

THIS THIRD SUPPLEMENT TO HOMES ASSOCIATION DECLARATION OF THE EAGLE CREEK HOME OWNERS ASSOCIATION (this "Supplemental Declaration") is made and executed as of July 8, 2002, by HUNT MIDWEST REAL ESTATE DEVELOPMENT, INC., a Missouri corporation (the "Developer"), with a notice mailing address at Suite 100, 8300 N.E. Underground Drive, Kansas City, Missouri 64161.

RECITALS:

A. On August 20, 1998, the Developer executed that certain subdivision plat entitled "EAGLE CREEK - FIRST PLAT" (the "First Plat"), covering the real property formerly legally described as shown therein (and on Exhibit A attached to the Homes Association Declaration identified below), and platting the same into the Lots, Tracts, Common Areas, the streets, roadways and other areas shown and marked thereon (collectively, the "Property" or the "Eagle Creek Property" as identified therein and in the Homes Association Declaration identified below), which First Plat was approved on June 9, 1998, by the City Council of the City of Lee's Summit, Missouri (the "City"), and was recorded on December 29, 1998, under Document No. 1998I 0104091, in the Office of the Recorder of Deeds for Jackson County, Missouri, at Independence.

B. The Developer executed that certain Homes Association Declaration of The Eagle Creek Home Owners Association (the "Association"), dated December 18, 1998, which was recorded on December 29, 1998, as Document No. 1998I 0104093, in the Office of the Recorder of Deeds for Jackson County, Missouri, at Independence (the "Homes Association Declaration"), pursuant to which the Developer subjected the Property to the covenants, conditions, restrictions and other matters set forth therein.

C. Under ARTICLE 8 of the Homes Association Declaration, the Developer reserved the right to expand the Property to include additional Lots, Common Areas and other property as set forth therein and in ARTICLE 6 of that certain Declaration of Covenants, Conditions, Restrictions and Easements of Eagle Creek (the "Declaration"), dated December 18, 1998, recorded on December 29, 1998, under Document No. 1998I 0104092, in said Recorder's Office, as such Declaration has been amended and supplemented.

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

E. On _____, 2002, the Developer executed that certain subdivision plat entitled "EAGLE CREEK - FOURTH PLAT" (the "Eagle Creek Fourth 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, and any Tracts, Common Areas, streets, roadways and other areas shown and marked thereon and as identified on **Exhibit C** attached to this Supplemental Declaration (the "Fifth Expansion Property"), which Eagle Creek Fourth Plat was approved on _____, 2002, by the City Council of the City, and was recorded on _____, 2002, under Document No. 2002I-_____, in said Recorder's Office.

F. The Developer presently owns all of the Lots, Tracts, any Common Areas or other property shown on the Eagle Creek Fourth Plat.

G. The Developer desires to exercise its right to expand the Eagle Creek Property to include the additional Lots, any Common Areas and other property which constitute the Fifth Expansion Property and to subject the Fifth Expansion Property to the covenants, conditions and provisions contained in the Homes Association Declaration, as previously supplemented and amended and as supplemented and amended hereby.

H. Under Section 9.2 of the Homes Association Declaration, Owners (including the Developer) holding a majority of the votes possible to be cast under the Homes Association Declaration and the Developer may amend any provision of the Homes Association Declaration by supplemental declaration.

I. The Developer presently owns Lots entitling it to cast a majority of the votes possible to be cast thereunder and it desires to amend the Homes Association Declaration as set forth herein.

J. For purposes of this Supplemental Declaration, the Property and the Second, Third and Fourth Expansion Properties are collectively referred to herein as the "Eagle Creek Property".

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

1. **Exercise of Expansion Right.** The Developer hereby exercises its unilateral right to expand the Property to include the additional Lots, any Common Areas or other property which constitute the Fifth Expansion Property.

2. **Expansion Effective Upon Recording.** The expansion set forth above shall be effective immediately upon filing of the Eagle Creek Fourth Plat and this Supplemental Declaration of record in the Office of the Recorder of Deeds for Jackson County, Missouri, at Independence. Recording of the Eagle Creek Fourth Plat and this Supplemental Declaration shall automatically grant, transfer and convey to the Association any new Common Area added by the Fifth Expansion Property.

3. **Expansion of Definitions.** The definitions contained in the Homes Association Declaration are hereby expanded to encompass and refer to the Property as previously expanded and as expanded by the Fifth Expansion Property. For example, (i) "Common Area" means all tracts, Streets (except those previously, or by the Eagle Creek Fourth Plat, dedicated to and accepted by the City), parks (except those previously, or by the Eagle Creek Fourth Plat, dedicated to and accepted by the City), swimming pools and related facilities, recreational areas, open or green space areas, storm sewer drainage facilities and improvements and similar places, the use of which is dedicated to, or set aside for, the general, non-exclusive use of all Owners within the District, or which may, with appropriate consent, be used by all of the Owners within the District or reserved to the Association's use pursuant to

easements all as listed, shown or identified in the Declaration, as previously amended, or in previous plats or in the Eagle Creek Fourth Plat, (ii) "Lot" means all Lots described in the Declaration, as previously amended, or in previous plats or in the Eagle Creek Fourth Plat, and (iii) all references to the "Homes Association Declaration" shall mean the Homes Association Declaration as previously supplemented and amended and as supplemented and amended by this Supplemental Declaration.

4. **Homes Association Declaration Operative on New Lots and Common Area and Other Areas, if Any.** The new Lots, any Common Areas or other property which constitute the Fifth Expansion Property shall be subject to all terms and conditions of the Homes Association Declaration immediately upon recording of the Eagle Creek Fourth Plat and this Supplemental Declaration in the Office of the Recorder of Deeds for Jackson County, Missouri, at Independence.

5. **Ratification of the Homes Association Declaration.** The Developer, on behalf of itself and as the holder of a majority of the votes possible to be cast under the Homes Association Declaration, hereby ratifies, affirms and confirms all covenants, conditions, restrictions and easements contained in the Homes Association Declaration, which covenants, conditions and provisions shall run with the land and be binding upon the Owners, including the Developer, and their 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 Eagle Creek Property, the Fifth Expansion Property or any Lot included as a part of the foregoing.

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

Donald K. Hagan, Secretary

STATE OF MISSOURI)

) SS.

COUNTY OF CLAY)

On this 8th day of July, 2002, before me, the undersigned Notary Public, appeared Ora H. Reynolds, who, being by me 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 Third Supplement to Homes Association Declaration on behalf of said corporation under and with full authority and she acknowledged that she executed the same as the free act and deed of said corporation.

{Notary Seal}

Signature of Notary Public

Donna K. Willis
NOTARY PUBLIC STATE OF MISSOURI

CLAY COUNTY

My Commission Expires NOV. 1, 2005
Typed or Printed Name of Notary

My Commission expires:

11/1/05

Exhibit A

Previous Supplements to Declaration

DATE EXECUTED/ DATE RECORDED	RECORDING INFORMATION	SUPPLEMENT #	INFORMATION
12-18-98 / 12-29-98	Document #1998I 0104093	Original	Full Homes Assoc. Document - includes Eagle Creek - 1 st Plat
08-16-00/09-05-00	Document #2000I 0058893	First	Eagle Creek 2 nd Plat (1 st Expansion Property) and 3 rd Plat (2 nd Expansion Property)
_____-02/_____-02	Document #2002I _____	Second	Eagle Creek 5 th Plat (3 rd Expansion Property) and 6 th Plat (4 th Expansion Property)

Exhibit B

Legal Description of Fifth Expansion Property Prior to Platting

A subdivision 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:

Commencing at the Southwest corner of said Northeast Quarter; thence North 02°43'24" East along the West line of said Northeast Quarter, 394.98 feet; thence South 87°16'36" East, 280.00 feet to a point on the Westerly line of EAGLE CREEK – SECOND 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 North 70°08'41" West, 438.11 feet; thence Westerly on a curve to the left, tangent to the last described course, having a radius of 470.00 feet, a central angle of 25°38'35", an arc distance of 210.35 feet; thence Northerly on a curve to the right, having a common tangent with the last described course, a radius of 530.00 feet, a central angle of 92°10'01", an arc distance of 852.57 feet; thence North 03°37'14" West, 284.90 feet; thence Northerly on a curve to the right, tangent to the last described course, having a radius of 480.00 feet, a central angle of 01°58'42", an arc distance of 16.57 feet; thence North 88°21'27" East, 199.31 feet; thence South 71°53'18" East, 90.04 feet; thence South 76°33'08" East, 106.18 feet; thence South 88°50'32" East, 132.04 feet; thence North 76°40'25" East, 65.69 feet; thence South 11°51'51" East, 179.34 feet; thence Westerly on a curve to the right, having an initial tangent bearing of South 78°08'09" West, a radius of 675.00 feet, a central angle of 01°11'55", an arc distance of 14.12 feet; thence South 10°39'56" East, 121.05 feet; thence South 86°25'45" East, 87.70 feet; thence South 65°10'18" East, 214.28 feet; thence North 23°47'09" East, 23.45 feet; thence North 26°22'25" East, 175.85 feet; thence North 33°25'06" East, 125.10 feet; thence North 38°17'44" East, 74.14 feet; thence South 52°23'24" East, 170.00 feet; thence Southerly on a curve to the left, having an initial tangent bearing of South 37°36'36" West, a radius of 1025.00 feet, a central angle of 0°21'12", an arc distance of 6.32 feet; thence South 51°39'26" East, 130.01 feet; thence South 43°24'14" East, 264.02 feet to a point on the Westerly line of EAGLE CREEK – THIRD PLAT, a subdivision in the City of Lee's Summit, Jackson County, Missouri; thence South 69°20'52" East along said Westerly line, 31.61 feet; thence South 20°39'08" West along said Westerly line, 127.88 feet; thence South 40°19'50" West along said Westerly line, 130.59 feet; thence South 19°24'12" West along said Westerly line, 260.53 feet to a point on the Northerly right-of-way line of SW Eagle Creek Drive, as now established; thence Westerly along said Northerly line, on a curve to the right, having an initial tangent bearing of North 77°02'03" West, a radius of 805.00 feet, a central angle of 06°53'23", an arc distance of 96.80 feet; thence North 70°08'41" West along said Northerly line, 10.51 feet to a point on the aforementioned Westerly line of said EAGLE CREEK – SECOND PLAT; thence South 17°59'00" West along said Westerly line, 60.03 feet to the True Point of Beginning. Containing 20.87 acres, more or less.

Note: The above-described Fifth Expansion Property has been platted. The recording information identifying the Eagle Creek Fourth Plat is shown in the Recital paragraphs of the Supplemental Declaration to which this **Exhibit B** is attached.

Exhibit C


Description of Lots Contained in Eagle Creek Fourth Plat

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

**CERTIFICATE
OF
SECRETARY
OF
THE EAGLE CREEK FARMS HOME OWNERS 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 Declaration of Covenants, Conditions, Restrictions and Easements of Eagle Creek, dated December 18, 1998 (the "Declaration"), is the Owner and holder of all of the Class B stock of The Eagle Creek Home Owners Association and of sufficient Lots in the District to give Hunt Midwest Real Estate Development, Inc., a majority of the votes possible to be cast under the Declaration.

Dated this 8th day of July, 2002.



Tamara S. Henderson



COPY

RECORDER'S CERTIFICATION
JACKSON COUNTY, MISSOURI
04/25/2003 03:42:23 PM

INSTRUMENT TYPE: MISC FEE: \$47.00 10 Pages



INSTRUMENT NUMBER/BOOK & PAGE:

2003I0049133



ROBERT T. KELLY, DIRECTOR OF RECORDS

(ABOVE SPACE RESERVED FOR RECORDER OF DEEDS' USE)

Document Title: Fourth Supplement to Homes Association Declaration of The Eagle Creek Home Owners Association
Document Date: April 23, 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 Exhibits B, C and D attached
Reference Book and Page: Homes Association Declaration of The Eagle Creek Home Owners Association, Document No. 1998I-0104093

**FOURTH SUPPLEMENT
TO
HOMES ASSOCIATION DECLARATION
OF
THE EAGLE CREEK HOME OWNERS ASSOCIATION**

THIS FOURTH SUPPLEMENT TO HOMES ASSOCIATION DECLARATION OF THE EAGLE CREEK HOME OWNERS ASSOCIATION (this "Supplemental Declaration") is made and executed as of April 23, 2003, by **HUNT MIDWEST REAL ESTATE DEVELOPMENT, INC.**, a Missouri corporation (the "Developer"), with a notice mailing address at Suite 100, 8300 N.E. Underground Drive, Kansas City, Missouri 64161.

RECITALS:

A. On August 20, 1998, the Developer executed that certain subdivision plat entitled "EAGLE CREEK - FIRST PLAT" (the "First Plat"), covering the real property formerly legally described as shown therein (and on Exhibit A attached to the Homes Association Declaration identified below), and platting the same into the Lots, Tracts, Common Areas, the streets, roadways and other areas shown and marked thereon (collectively, the "Property" or the "Eagle Creek Property" as identified therein and in the Homes Association Declaration identified below), which First Plat was approved on June 9, 1998, by the City Council of the City of Lee's Summit, Missouri (the "City"), and was recorded on December 29, 1998, under Document No. 1998I 0104091, in the Office of the Recorder of Deeds for Jackson County, Missouri, at Independence.

B. The Developer executed that certain Homes Association Declaration of The Eagle Creek Home Owners Association (the "Association"), dated December 18, 1998, which was recorded on December 29, 1998, as Document No. 1998I 0104093, in the Office of the Recorder of Deeds for Jackson County, Missouri, at Independence (the "Homes Association Declaration"), pursuant to which the Developer subjected the Property to the covenants, conditions, restrictions and other matters set forth therein.

C. Under ARTICLE 8 of the Homes Association Declaration, the Developer reserved the right to expand the Property to include additional Lots, Common Areas and other property as set forth therein and in ARTICLE 6 of that certain Declaration of Covenants, Conditions, Restrictions and Easements of Eagle Creek (the "Declaration"), dated December 18, 1998, recorded on December 29, 1998, under Document No. 1998I 0104092, in said Recorder's Office, as such Declaration has been amended and supplemented.

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

E. On _____, 2003, the Developer executed that certain subdivision plat entitled "EAGLE CREEK - SEVENTH PLAT" (the "Seventh 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, and any Tracts, Common Areas, streets, roadways and other areas shown and marked thereon and as identified on **Exhibit C** attached to this Supplemental Declaration (the "Sixth Expansion Property"), which Seventh Plat was approved on _____, 2003, by the City Council of the City, and was recorded on _____, 2003, under Document No. 2003I-_____, in said Recorder's Office.

F. The Developer also owns those certain unplatted tracts or parcels of real property legally described on **Exhibit D** attached to this Supplemental Declaration which will become part of the Subdivision and which the Developer desires to subject to the terms and provisions of the Declaration (the "Seventh Expansion Property").

G. The Developer presently owns all of the Lots, Tracts, any Common Areas or other property shown on the Seventh Plat constituting the Sixth Expansion Property and all of the unplatted real property constituting the Seventh Expansion Property.

H. The Developer desires to exercise its right to expand the Eagle Creek Property to include the additional Lots, any Common Areas and other property which constitute the Sixth Expansion Property and the Seventh Expansion Property and to subject the Sixth Expansion Property and the Seventh Expansion Property to the covenants, conditions and provisions contained in the Homes Association Declaration, as previously supplemented and amended and as supplemented and amended hereby.

I. Under Section 9.2 of the Homes Association Declaration, Owners (including the Developer) holding a majority of the votes possible to be cast under the Homes Association Declaration and the Developer may amend any provision of the Homes Association Declaration by supplemental declaration.

J. The Developer presently owns Lots entitling it to cast a majority of the votes possible to be cast thereunder and it desires to amend the Homes Association Declaration as set forth herein.

K. For purposes of this Supplemental Declaration, the Property and the Second, Third, Fourth and Fifth Expansion Properties are collectively referred to herein as the "Eagle Creek Property".

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

1. **Exercise of Expansion Right.** The Developer hereby exercises its unilateral right to expand the Property to include the additional Lots, any Common Areas or other property which constitute the Sixth Expansion Property and the Seventh Expansion Property.

2. **Expansion Effective Upon Recording.** The expansion set forth above shall be effective immediately upon filing of the Seventh Plat and this Supplemental Declaration of record in the Office of the Recorder of Deeds for Jackson County, Missouri, at Independence. Recording of the Seventh Plat and this Supplemental Declaration shall automatically grant, transfer and convey to the Association any new Common Area added by the Sixth Expansion Property and the Seventh Expansion Property.

3. **Expansion of Definitions.** The definitions contained in the Homes Association Declaration are hereby expanded to encompass and refer to the Property as previously expanded and as expanded by the Sixth Expansion Property and the Seventh Expansion Property. For example, (i) "Common Area" means all tracts, Streets (except those previously, or by the Seventh Plat, dedicated to and accepted by the City), parks (except those previously, or by the Seventh Plat, dedicated to and accepted by the City), swimming pools and related facilities, recreational areas, open or green space areas, storm sewer drainage facilities and improvements and similar places, the use of which is dedicated to, or set aside for, the general, non-exclusive use of all Owners within the District, or which may, with appropriate consent, be used by all of the Owners within the District or reserved to the Association's use pursuant to easements all as listed, shown or identified in the Declaration, as previously amended, or in previous plats or in the Seventh Plat, (ii) "Lot" means all Lots described in the Declaration, as previously amended, or in previous plats or in the Seventh Plat, and (iii) all references to the "Homes Association Declaration" shall mean the Homes Association Declaration as previously supplemented and amended and as supplemented and amended by this Supplemental Declaration.

4. **Homes Association Declaration Operative on New Lots and Common Area and Other Areas, if Any.** The new Lots, any Common Areas or other property which constitute the Sixth Expansion Property and the Seventh Expansion Property shall be subject to all terms and conditions of the Homes Association Declaration immediately upon recording of the Seventh Plat and this Supplemental Declaration in the Office of the Recorder of Deeds for Jackson County, Missouri, at Independence.

5. **Private Open Space.** The Association shall use and maintain Tract C of the Seventh Plat and Sixth Expansion Property as private open space.

6. **Ratification of the Homes Association Declaration.** The Developer, on behalf of itself and as the holder of a majority of the votes possible to be cast under the Homes Association Declaration, hereby ratifies, affirms and confirms all covenants, conditions, restrictions and easements contained in the Homes Association Declaration, which covenants, conditions and provisions shall run with the land and be binding upon the Owners, including the Developer, and their 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 Eagle Creek Property, the Sixth Expansion Property, the Seventh Expansion Property or any Lot included as a part of the foregoing.

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)
) SS.
COUNTY OF CLAY)

On this 23rd day of April, 2003, before me, the undersigned Notary Public, appeared Ora H. Reynolds, who, being by me 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 Fourth Supplement to Homes Association Declaration on behalf of said corporation under and with full authority and she acknowledged that she executed the same as the free act and deed of said corporation.

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



Signature of Notary Public
DONNA K. WILLIS
Notary Public - Notary Seal
STATE OF MISSOURI
County of Clay

Typed or Printed Name of Notary
My Commission Expires November 1, 2005

My Commission expires:

11/1/05

Exhibit A

Previous Supplements to Declaration

DATE EXECUTED/ DATE RECORDED	RECORDING INFORMATION	SUPPLEMENT #	INFORMATION
12-18-98 / 12-29-98	Document #1998I 0104093	Original	Full Homes Assoc. Document - includes Eagle Creek - 1 st Plat
08-16-00/09-05-00	Document #2000I 0058893	First	Eagle Creek 2 nd Plat (1 st Expansion) and 3 rd Plat (2 nd Expansion)
08-21-01/10/09/01	Document #2001I 0082130	Second	Eagle Creek 5 th Plat (3 rd Expansion) and 6 th Plat (4 th Expansion)
07-08-02/09-09-02	Document #2002I 0077721	Third	Eagle Creek 4 th Plat (5 th Expansion)

Exhibit B

Legal Description of Sixth Expansion Property Prior to Platting

A subdivision of land in the Northwest 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:

Commencing at the Southeast corner of said Northwest Quarter; thence North 02°43'24" East along the East line of said Northwest Quarter, 921.59 feet; thence North 87°16'36" West, 54.18 feet to a point on the Northerly line of EAGLE CREEK – FOURTH 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 North 65°10'18" West along said Northerly line, 214.28 feet; thence North 86°25'45" West along said Northerly line, 87.70 feet; thence North 10°39'56" West along said Northerly line, 121.05 feet; thence Easterly along said Northerly line, on a curve to the left, having an initial tangent bearing of North 79°20'04" East, a radius of 675.00 feet, a central angle of 01°11'55", an arc distance of 14.12 feet; thence North 11°51'51" West along said Northerly line, 179.34 feet; thence South 76°40'25" West along said Northerly line, 65.69 feet; thence North 88°50'32" West along said Northerly line, 132.04 feet; thence North 76°33'08" West along said Northerly line, 106.18 feet; thence North 71°53'18" West along said Northerly line, 90.04 feet; thence South 88°21'27" West along said Northerly line, 199.31 feet; thence Northerly on a curve to the right, having an initial tangent bearing of North 01°38'33" West, a radius of 480.00 feet, a central angle of 26°21'46", an arc distance of 220.86 feet; thence Northwesterly 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 83°44'51", an arc distance of 36.54 feet; thence North 30°58'23" East, 60.00 feet; thence Northerly on a curve to the left, having an initial tangent bearing of South 59°01'37" East, a radius of 25.00 feet, a central angle of 83°44'51", an arc distance of 36.54 feet; thence Northwesterly on a curve to the right, having a common tangent with the last described course, a radius of 480.00 feet, a central angle of 45°18'45", an arc distance of 379.56 feet; thence Northerly 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 84°19'04", an arc distance of 36.79 feet; thence North 88°12'52" East, 50.00 feet; thence Southerly on a curve to the left, having an initial tangent bearing of South 01°47'08" East, a radius of 25.00 feet, a central angle of 84°19'04", an arc distance of 36.79 feet; thence Easterly on a curve to the right, having a common tangent with the last described course, a radius of 480.00 feet, a central angle of 11°46'24", an arc distance of 98.63 feet; thence South 74°19'48" East, 149.68 feet; thence Northerly on a curve to the left, 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 South 74°19'48" East, 50.00 feet; thence Southeasterly on a curve to the left, 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 South 74°19'48" East, 234.54 feet; thence Northerly on a curve to the left, tangent to the last described course, having a radius of 25.00 feet, a central angle of 90°30'08", an arc distance of 39.49 feet; thence South 73°51'59" East, 50.01 feet; thence Southeasterly on a curve to the left, having an initial tangent bearing of South 15°14'42" West, a radius of 25.00 feet, a central angle of 89°34'40", an arc distance of 39.08 feet; thence South 74°19'48" East, 210.02 feet; thence Northerly on a curve to the left, 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 South 74°19'48" East, 50.00 feet; thence Southeasterly on a curve to the left, 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 South 74°19'48" East, 0.13 feet; thence Easterly on a curve to the left, tangent to the last described course, having a radius of 770.00 feet, a central angle of 32°54'51", an arc distance of 442.34 feet; thence Northerly 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, 50.00 feet; thence Southeasterly 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 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, 289.12 feet; thence Northeasterly 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 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, 50.00 feet; thence Southeasterly 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 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 21°51'22", an arc distance of 519.55 feet; thence South 88°08'52" East, 369.12 feet; thence South 87°13'52" East, 291.02 feet; thence Northerly on a curve to the left, 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 02°46'08" East, 636.07 feet to a point on the North line of said Northeast Quarter; thence South 87°37'40" East along said North line, 50.00 feet to the Northeast corner of said Northeast Quarter; thence South 02°46'08" West along the East line of said Northeast Quarter, 1323.83 feet; thence North 87°41'31" West, 50.00 feet; thence North 02°46'08" East, 555.81 feet; thence Westerly on a curve to the left, 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 87°13'52" West, 290.91 feet; thence North 85°30'24" West, 328.06 feet; thence Westerly on a curve to the left, tangent to the last described course, having a radius of 1270.00 feet, a central angle of 31°03'25", an arc distance of 688.40 feet; thence South 63°26'11" West, 285.62 feet; thence Westerly on a curve to the right, tangent to the last described course, having a radius of 830.00 feet, a central angle of 29°39'14", an arc distance of 429.57 feet; thence South 02°46'08" West, 197.92 feet; thence South 87°41'31" East, 81.41 feet to the Northwest corner of EAGLE CREEK – SIXTH PLAT, a subdivision in the City of Lee's Summit, Jackson County, Missouri; thence South 23°52'16" West along the West line of said EAGLE CREEK – SIXTH PLAT, 227.70 feet; thence North 52°23'19" West along said West line, 8.13 feet; thence South 20°39'08" West along said West line, 223.87 feet to a point on the aforementioned Northerly line of EAGLE CREEK – FOURTH PLAT; thence North 43°24'14" West along said Northerly line, 264.02 feet; thence North 51°39'26" West along said Northerly line, 130.01 feet; thence Northerly along said Northerly line, on a curve to the left, having an initial tangent bearing of North 37°57'48" East, a radius of 1025.00 feet, a central angle of 0°21'12", an arc distance of 6.32 feet; thence North 52°23'24" West along said Northerly line, 170.00 feet; thence South 38°17'44" West along said Northerly line, 74.14 feet; thence South 33°25'06" West along said Northerly line, 125.10 feet; thence South 26°22'25" West along said Northerly line, 175.85 feet; thence South 23°47'09" West along said Northerly line, 23.45 feet to the True Point of Beginning. Containing 25.87 acres, more or less.

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

Exhibit C

Description of Lots Contained in the Seventh Plat

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

Exhibit D

Legal Description of Seventh Expansion Property (i.e. Unplatted Ground)

The Seventh Expansion Property 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, B and C attached to this Supplemental Declaration.

**CERTIFICATE
OF
SECRETARY
OF
THE EAGLE CREEK FARMS HOME OWNERS 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 Declaration of Covenants, Conditions, Restrictions and Easements of Eagle Creek, dated December 18, 1998 (the "Declaration"), is the Owner and holder of all of the Class B stock of The Eagle Creek Home Owners Association and of sufficient Lots in the District to give Hunt Midwest Real Estate Development, Inc., a majority of the votes possible to be cast under the Declaration.

Dated this 23rd day of April, 2003.


Tamara S. Henderson

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